

# COLLECTIVE AGREEMENT

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**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 82  
(COAST MOUNTAINS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2052**

**July 1 2006 – June 30, 2010**

11954(04)

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**AGREEMENT BETWEEN:**

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 82 (COAST MOUNTAINS)**

(hereinafter called the "Board")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2052**

(hereinafter called the "Union")

**ARTICLE 1 PREAMBLE**

**1.01 Purpose**

It is the purpose of both Parties to this Agreement:

- (a) To seek to maintain and improve harmonious relations between the Board and the Union.
- (b) To recognise the mutual value of joint discussions and negotiations with regard to wages, hours of work and working conditions.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

**1.02 Methods**

It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

**ARTICLE 2 MANAGEMENT RIGHTS**

**2.01 Management and Direction**

The management and the operation of and the direction and promotion of the working forces is vested exclusively in the Board, subject to the terms of this Agreement.

**2.02 Hiring and Discipline**

The Board shall have the right to select its employees and to discipline, transfer, demote or discharge them for proper cause.

### **2.03 Supervisory Staff**

The selection and promotion of supervisory staff shall be entirely a matter for the Board's decision, but in making such selection or promotion, seniority shall be given due consideration.

### **2.04 Exercising of Rights**

The Board shall exercise its rights in a fair and reasonable manner.

### **2.05 Board Shall Not Discriminate**

The Board agrees that there shall be no discrimination exercised or practised with respect to any employee in the administration of this Collective Agreement by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sex, marital or parental status, nor by reason of membership in the Union or authorized activities on behalf of the Union.

### **2.06 Non-sexist Environment**

The Board and the Union agree that they will not condone and will not tolerate any expression of sexism.

### **2.07 Racism**

The Board and the Union agree that they will not condone and will not tolerate any expression of racism in the workplace.

## **ARTICLE 3 RECOGNITION AND NEGOTIATION**

### **3.01 Recognition of the Canadian Union of Public Employees**

The Board recognizes the Canadian Union of **Public** Employees and its Local 2052, as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Board.

### **3.02 No Other Agreements**

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

### **3.03 Exclusions**

The following positions are excluded from the terms and conditions of this Collective Agreement:

Executive Secretary to the Secretary Treasurer & Superintendent of Schools  
Executive Assistant to the Director of Human Resources (CUPE)



Executive Assistant to the Director of Human Resources (TEACHERS)  
Accountant  
Assistant Secretary/Treasurer/Purchasing Agent  
Theatre Manager  
Director of Facility Services  
Manager of Occupational Health and Safety/Custodial Services

### **3.04 Representative of Canadian Union of Public Employees**

The Union shall have the right to have assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representative(s) may request access to the Board's premises in order to investigate and assist in the settlement of a grievance.

### **3.05 Representation**

The Union shall provide the Board with the names of officers, stewards, committee members and representatives with whom the Board may be required to meet. The Board shall likewise provide the Union with the names of its officers and committee members and representatives with whom the Union may be required to meet. Such names shall be provided to each party by September 30 of each school year and as changes occur each party shall be so advised.

## **ARTICLE 4 UNION MEMBERSHIP REQUIREMENTS**

### **4.01 Union Membership**

All employees who, at the date of signing of this Agreement are members of the Union, or any employee who hereafter during the life of this Agreement becomes a member, shall as a condition of continued employment maintain membership in good standing with the Union.

New employees commencing employment with the Board shall become members of the Union within fifteen (15) days.

## **ARTICLE 5 CHECK-OFF OF UNION DUES**

### **5.01 Check-off Payments**

As a Condition of employment, every employee shall sign a check-off form authorising the Board to deduct from their earnings and pay to the Union any dues, initiation fees or assessments legally levied by the Union. Employees who are not required to join the Union shall authorise the Board to deduct from their earnings and pay to the Union an amount equivalent to Union dues. Dues deductions shall commence upon the date of hire of a new employee. All other employees will authorize deductions and deductions will commence no later than thirty (30) calendar days from the signing date of the Collective Agreement. The Board shall remit the dues deducted pursuant to such assignment to the Treasurer of the Union not later than the fifteenth (15th) of the month following in which deductions were made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

## **5.02 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Board shall type on the amount of Union dues paid by each Union member in the previous year.

## **5.03 Notification**

The Union shall be notified of all appointments, hirings, layoffs, rehiring and terminations of employment with the month-end check-off statement. Notification of hirings shall contain classification and rate of pay and in the case of casual employees, the anticipated termination date.

## **ARTICLE 6 NEW EMPLOYEES**

### **6.01 Advisement of Collective Agreement**

The Board agrees to advise new employees that a Union Agreement is in effect, to provide them with a copy of the Collective Agreement and to advise them of the name of their Union Steward or Representative. Every employee shall be notified of the name of the employee's immediate designated supervisor(s).

## **ARTICLE 7 CORRESPONDENCE**

### **7.01 Passing of Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Appropriate Management Designate of the Board and the President of the Union with copies, for information, as may be requested by the Union. If correspondence is not responded to in a timely manner it shall be forwarded to the Director of Human Resources to facilitate a response.

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## **E 8 ABOI MANAGEMENT LIAISON II**

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### **8.01 Request of a Joint Meeting**

The Board or the Union may request a joint meeting to discuss matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement. The Committee shall not supersede the activities of other committees and does not have the power to bind either the Union or its members or the Board to any decision.

### **8.02 Committee Meetings**

Except as elsewhere provided, when the Board requires the attendance of a Union member at a committee meeting held during the member's regular working hours, the Union member may attend without loss of remuneration.

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## **9 LABOUR MANAGEMENT AND RELATIONS**

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### **9.01 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed of not more than six (6) members of the Union. The Union shall advise the Board of the Union nominees to the Committee.

### **9.02 Function of the Bargaining Committee**

The Union Bargaining Committee shall be responsible for negotiating with the Board and/or their agents to establish wages, hours of work and other working conditions.

### **9.03 Time off For Meetings**

Up to six (6) representatives of the Union on the Bargaining Committee, who are in the employ of the Board, shall have the right to attend meetings held within working hours without loss of remuneration. The Union shall reimburse the Board for wages and benefits for the fourth, fifth and sixth representatives.

## **ARTICLE 10 EMPLOYEE DEFINITIONS**

### **10.01 Probationary Employee**

Probationary employee shall be defined as a person who is serving a probationary period of sixty-five (65) working days, for a regular or temporary appointment with the Board. An employee shall serve only one (1) probationary period.

### **10.02 Casual Employee**

Casual employee shall be defined as a person who is employed on a day to day basis and who has an anticipated termination date. A casual employee shall usually be hired as a temporary replacement necessitated by illness, injury, leave of absence, vacation or temporary filling of a vacancy. In all cases, duration of employment shall not exceed sixty (60) continuous working days, unless the period is extended by mutual agreement. Such extension shall not be unreasonably withheld. Casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods and those articles of this agreement specifically referring to casuals, and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.

### **10.03 Temporary Employees**

A temporary employee (as distinguished from a regular employee filling a temporary position) is one who is employed to fill a temporary existing vacancy for a fixed or indefinite period for three (3) months or more as a replacement necessitated by illness, injury or leaves of absence. In the case of the fixed period assignment, that period may be extended by mutual written agreement between the Union and the Board. Temporary employees shall be entitled to all provisions of the agreement applicable to regular employees except Articles 16 (Layoffs and Recalls) and 22 (Leave of Absence). Temporary employees shall earn and accumulate secondary seniority credits only.

Where it is necessary to fill a position, or which a ten (10) month certificate is required, with an unqualified candidate, the employee shall be offered a temporary appointment.

#### **10.04 Regular Employee**

Regular employee shall be defined as a person who has satisfactorily completed sixty-five (65) working days service with the Board and who is employed on a regular full-time or part-time basis and includes those employees assigned to normal ten (10) month positions. Regular part-time employees, working fifteen (15) hours or more a week, shall receive benefit entitlement equal to full-time employees except as otherwise specified.

#### **10.05 Noon Hour Supervisors**

Noon Hour Supervisors are those employees, who, having completed the probationary period, work a minimum of one (1) hour per day as a noon hour supervisor.

### **ARTICLE 11 GRIEVANCE PROCEDURE**

#### **11.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, a Steward may assist an employee whom the Steward represents in preparing and presenting a grievance, in accordance with the grievance procedure.

#### **11.02 Names of Stewards and Grievance Committee**

The Union shall notify the Board in writing of the name of each Steward and the name of the Chief Steward. The Union will notify the Board of the members on the Grievance Committee,

#### **11.03 Permission to Leave Work**

Union representatives shall be permitted time off without loss of pay to handle grievances, provided they have first sought and obtained permission from the Secretary-Treasurer or designate to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

#### **11.04 Grievances and Replies in Writing**

Grievances and replies to grievances shall be in writing at all stages.

#### **11.05 Definition of Grievance**

A grievance is defined as any difference that arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable.

Such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

### Informal Stage:

The employee shall first seek to settle the grievance through discussion with the employee's supervisor. A representative of the Union may be present at the option of the employee. If the grievance is not resolved the matter shall proceed to Step 1 of the grievance procedure.

Step 1 - The difference or grievance shall be reduced to writing and shall be presented by the Union to the employee's supervisor. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2 - Failing satisfactory settlement within five (5) working days of receipt of such grievance, the Union shall submit the grievance to the Secretary Treasurer of the Board.

Step 3 - Failing satisfactory settlement within five (5) working days of submitting the grievance to the Secretary Treasurer of the Board, such grievance shall be referred to a grievance committee comprised of two (2) members each from the Board and the Union. The Committee shall, if it so desires, have its advisors in attendance. Failing satisfactory settlement within ten (10) working days of the grievance being referred to the Grievance Committee, the matter may be referred for resolution to Arbitration.

## **11.06 Group Grievance**

Two (2) or more employees having the same grievance may process one group grievance through the grievance procedure.

## **11.07 Time Limits**

If a dispute is not submitted within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. If a grievance has not advanced to the next stage under Step 2 or 3 within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

## **11.08 Unsafe Working Conditions**

A claim by an employee or a group of employees that they are working under unsafe working conditions shall be investigated as quickly as possible by the Board. No employee shall be required to work on an assignment which *is* unsafe. Such employee(s) shall not be subject to disciplinary action and temporary alternative work at no loss in pay shall be provided until the matter is resolved.

## **11.09 Management Grievance**

The Board shall have equal access to all sections of the grievance procedure.

## **11.10 Section 104 of the Labour Relations Code**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Vince Ready or a substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Minister of Finance on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out-of-pocket expenses of the person named or the named-person's substitute.

Where the Board and the Union mutually agree to the use of Section 104, the recommendations of the investigator shall be binding on both parties.

## **ARTICLE 12 ARBITRATION PROCEDURE**

### **12.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party to the Agreement. Within five (5) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chair within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party. By mutual agreement of the Union and the Board, a single arbitrator may be appointed by the parties.

### **12.02 Board Procedure**

The arbitration board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The arbitration board shall endeavour to commence its proceedings within forty-eight (48) hours after the chair is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chair is appointed. The decision of the majority shall be the decision of the Board of Arbitration.

### **12.03 Decision of the Board**

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the chair of the Board to reconvene the Board of Arbitration to clarify the decision, which it shall do within three (3) days.

### **12.04 Expenses of the Board**

Each party shall pay:

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

### **12.05 Amending of Time Limits**

The time limit fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties to this Agreement.

### **12.06 Witnesses**

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to any part of the Board's premises to view the working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 13 DISCIPLINE**

### **13.01 Right to have a Union Representative Present**

An employee shall have the right to have his Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance in order that the employee may contact his Steward. The Steward or other Union representative shall be present at the interview.

### **13.02 Warnings**

Whenever the Board or its authorized agent deems it necessary to censure an employee, in writing, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring the employee's work up to a required standard by a given date, the Board shall, within five (5) days, send a copy to the President of the Union.

### **13.03 Burden of Proof**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Board.

### **13.04 Crossing of Picket Lines During Strike**

An employee covered by this Agreement may refuse to cross a legal picket line 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, other than loss of pay for time not worked.

### **13.05 Personnel File**

An employee upon providing reasonable notice to the Secretary Treasurer of the Board or designate, shall be granted access to the employee's personnel file. Employees shall be permitted to insert written, signed and dated comments regarding information contained in their file. Due to the confidential nature of these files, access for persons other than the employee will be as authorized by the Secretary Treasurer or designate.

The Board agrees that only material relevant to the employment of the employee shall be maintained in personnel files. An employee may request removal of material on the basis that it is not factually correct, relevant, or, in the case of material related to performance or conduct, timely. In the event that the Board does not agree to removal of specified material, the employee may file a grievance pursuant to Article 11 of this Agreement.

There shall be only one (1) personnel file for each employee, which shall be maintained at the School Board office in the custody of the Secretary Treasurer.

### **13.06 Disciplinary Reports**

Any disciplinary report shall be withdrawn from an employee's personnel file, and not used against him or her after two (2) years from the date of the incident, provided there has been no recorded discipline within this two (2) year period. Discipline concerning misconduct involving students shall remain within an employee's personnel file indefinitely.

## **ARTICLE 14 SENIORITY**

### **14.01 Principle**

Seniority is the length of service that a regular employee has with the District. The application of seniority shall be on a bargaining-unit-wide basis.

### **14.02 Probation for Newly Hired Employees**

A newly hired employee shall be on probation for a period of sixty-five (65) working days from the date of hiring, during which time the employee shall be considered temporary with no seniority rights.

Upon successful completion of the probationary period, the employee's regular seniority shall be backdated to the date of hire in the regular position and further backdated to include all shifts worked for the School District subsequent to April 1, 2003 in casual and temporary positions as per Article 14.07.



### **14.03 Seniority List**

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Secretary of the Union on November 1st of each year.

### **14.04 No Loss of Seniority**

An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff except as provided in Article 14.05, or leave of absence approved by the Board. Regular employees who fill a temporary position shall continue to accumulate regular seniority during the term of the temporary position.

### **14.05 Loss of Seniority**

An employee shall only lose seniority in the event the employee:

- (a) is discharged for just cause and is not reinstated.
- (b) resigns.
- (c) is absent from work in excess of three (3) working days without sufficient cause or without notifying the employee's Supervisor, unless such notice was not reasonably possible.
- (d) fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board informed of the employee's current address.
- (e) is laid off for a period longer than fifteen (15) months.

### **14.06 Transfers and Seniority Outside of Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority up to the date of leaving the Unit, but will not accumulate any further seniority.

### **14.07 Secondary Seniority Credits**

Casual employees and long-term casual employees shall accumulate secondary seniority credits on a shift-worked basis. After a casual or long-term casual accumulates ninety (90) shifts the employee shall use secondary seniority credits when applying for a regular or long-term casual position with the Board, within the first ten (10) days of the posting.

- (a) The Board shall consider applicants in the following order:
  - 1 - regular employees

2 - casual and long-term casuals with secondary seniority credits

3 - outside applicants, casuals and long-term casuals without secondary seniority credits

- (b) The Board when considering casual and long-term casual employees with secondary seniority credits for a posted position shall apply Article 15.05.
- (c) When a casual or long-term casual employee successfully completes the probationary period in a regular position then the secondary seniority credits as a casual or long-term casual shall be converted to a retroactive date and regular seniority shall then be from that calculated date.
- (d) For the purpose of assigning temporary work, pursuant to Article 10.03, or casual work, a single secondary seniority credit list shall be established as of October 15<sup>th</sup> in each school year.
- (e) Casual and long-term casual employees will be called in order of secondary seniority credits subject to the employee having the required skill, qualifications and ability to perform the work available in the geographical area in which they work. Should the employer be unable to contact the casual or long-term casual employee with the most secondary seniority credits in the geographical area in which they work, then the next most senior qualified casual or long-term casual employee in the geographical area in which they work will be called for the assignment. When an employee is reached by the call-out clerk he/she must respond immediately if at home. If the employee is reached by pager, voice mail, or answering machine they must respond within ten (10) minutes as to their availability.
- (f)
  - (i) Should a casual or long-term casual employee refuse five (5) assignments in their geographical area in the school year, except in cases of emergency, without having first informed (in writing), the employee's supervisor (or supervisor in last place of employment) with a copy to the department of Human Resources, of their unavailability, then that employee shall be removed from the call-in-list for the remainder of the school year but may apply for reinstatement to the list the following year.
  - (ii) A casual or long-term casual employee may declare themselves unavailable for up to eight (8) weeks per calendar year (or a longer period with approval in advance) for the purposes of a vacation by contacting the employer (the employee's supervisor with a copy to the Department of Human Resources) and providing at least one (1) week advance notice. Such notice shall be in writing and shall specify the dates when the employee is not available.
- (g) Wherever possible, casual or temporary employees will be given notice at least three (3) working days before the end of a temporary assignment. Once a temporary assignment has ended, the employee will revert to casual employee status and be available for on-call assignments.

- (h) Secondary seniority credits will be lost if:
  - (i) A casual or long-term casual employee refuses five (5) calls in the school year in keeping with the foregoing provisions of this Article (f) (i) (ii).
  - (ii) The employment relationship is terminated for any reason.
  - (iii) The employee has not worked for fifteen (15) consecutive months.

## **ARTICLE 15 PROMOTIONS AND STAFF CHANGES**

### **15.01 Job Postings**

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for ten (10) working days in each work site and a copy shall be sent to the President of the Union.

In addition to the above, a copy of such posting will be mailed to employees on layoff. It is the responsibility of the employees on layoff to ensure that the Board has their current addresses.

Such postings and notice shall contain the following information: nature and location of the position, required ability, hours of work and wage rate or salary range, and closing date for accepting applications.

Applications must be made in writing. The Union and the internal applicants shall be advised in writing of the names of the successful applicants within seven (7) days following their appointments.

### **15.02 Vacancies Occurring in July or August**

During the months of July and August all vacancies in the CUPE bargaining unit will be posted for ten (10) days on a telephone messaging system. CUPE members who wish information on vacancies may telephone for a recorded message; they may also check the CMSD website (cmsd.bc.ca).

No application shall be deemed invalid as long as it is in writing (including fax or e-mail) as long as it is received prior to the closing date.

### **15.03 Temporary Vacancies**

This Article shall not apply to temporary replacements necessitated by illness, injury, leave of absence, vacation or temporary filling of vacancies where the anticipated duration of the leave will not be greater than three (3) months. An employee who has been filling a temporary vacancy shall not be confirmed as permanently assigned to that position until the job has been posted and the successful applicant selected in accordance with this Article.

## 15.04 Trial Period

If the successful applicant is a regular employee, the employee shall be placed on trial for a period of up to thirty (30) working days. This time frame may be extended by mutual agreement of the parties. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position or does not wish to continue in the position, the successful applicant shall be returned to the employee's former position at the prevailing rate without loss of seniority, and any other employees promoted or transferred because of the rearrangement of position shall also be transferred to their former position.

## 15.05 Method of Making Appointments

In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, skills and abilities to perform the work available.

## 15.06 Definitions

For the purposes of this Article the following definitions apply:

- (a) Appointment - means an action by the Board to hire a new Employee or to confirm a successful applicant to a position.
- (b) Promotion - means an action by the Board to move an employee to a position in a higher job group than the position the employee presently holds,
- (c) Demotion - means an action by the Board to move an employee to a position in a lower job group than the position the employee presently holds.
- (d) Transfer - means an action by the Board to move an employee to a position in the same job group as the position the employee presently holds.
- (e) Suspension - The temporary removal of an employee, with or without pay, from his position subject to the grievance procedure.
- (f) Dismissal - means an action by the Board to discharge an employee for just cause, subject to the grievance procedure, and the Board is not required to give notice.
- (g) Resignation - means voluntary action by an employee to terminate his employment status with the Board, An employee who wishes to resign shall, whenever possible, give one (1) month's notice of such resignation.
- (h) Retirement - Mandatory withdrawal from employment by an employee at the end of the school year in which they become 65. Employment may however, be continued on a month to month or year to year basis by agreement between the Board and the Union.

## **ARTICLE 16 LAYOFFS AND RECALLS**

### **16.01 Role of Seniority in Layoffs and Bumping**

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of an employee. When an employee's hours of work have been reduced, the employee has the option of retaining the position with the reduced hours.

In the event of a layoff, employees shall be laid off in the reverse order of their seniority, within their classification at their worksite in their geographical location, provided that the remaining staff possess the qualifications required in their respective positions.

Except as provided elsewhere in this Agreement, a regular employee whose hours of work have been reduced or who has been laid off may bump a less senior employee if qualified to perform the work of the less senior employee. The employee shall notify the employee's supervisor, within three (3) working days of being notified in writing that the employee is being laid off or the employee's hours of work are being reduced, of the employee's intent to bump and shall identify the position which the employee wishes to bump into. Bumping shall be permitted only after the reduction in hours of work or the layoff has taken effect.

At the time of layoff the employer shall provide a current seniority list to the laid off employee, which includes the following: job title, number of hours in the position and worksite.

### **16.02 Recall Procedure**

Employees shall be recalled in the order of their seniority, provided they are qualified to do the regular work available.

### **16.03 No New Employees**

No new employees shall be hired until those laid off have been given an opportunity of recall.

### **16.04 Bumping Restrictions**

- (a) A classified Special Services Assistant Low Incidence who is a regular employee and is assigned to one specific student, may be designated for a school year as an employee who cannot be bumped by another employee during that year. The Board and the Union will, by mutual agreement, make such designation(s) as they deem appropriate and, once made, shall be attached as an addendum to this Collective Agreement and shall be valid for that school year. Such mutual agreement shall not be unreasonably withheld.
- (b) A school-based clerical employee may not bump another employee between the period of September 1 and November 30, by reason of reduced hours caused solely as a result of declining student enrolment at that school, as determined at or near September 30. Should an employee's hours be reduced after November 30 as a result of declining enrolment, the employee shall be entitled to bump.

- (c) The right to bump an employee with less seniority includes the right to bump up to a higher paid classification and the right to bump into a position with greater hours of work.

### **16.05 Notice of Layoff**

The Board agrees to notify regular employees and the Union of layoffs in accordance with the following periods of notice:

- (a) Two (2) weeks notice where the employee has completed a period of employment of at least six (6) consecutive months, and
- (b) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- (c) If an employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not available.
- (d) The Board is not required to issue to employees who work only for the school year, a notice of layoff for the periods when school is not in session.

## **ARTICLE 17 HOURS OF WORK**

### **17.01 Regular Daily Hours**

          I/S     : Education

The regular workday shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m., plus a one (1) hour unpaid break for a meal. By mutual agreement between an employee and the employee's supervisor, a meal break may be less than one (1) hour. The Board may require the Central Substitute Call-Out Secretary to commence work at 6:30 a.m.

#### Custodial

The regular workday for custodial employees shall be eight (8) consecutive hours per day inclusive of a one-half (½) hour break for a meal to be taken on the job. This is not intended to detract from the current practice of employing custodians for less than eight (8) hours.

#### Maintenance

The regular workday (day shift) shall consist of a scheduled period of eight (8) consecutive hours of work, plus a one-half (½) hour unpaid break for a meal between the hours of 7:00 a.m. and 5:00 p.m. On other shifts the regular workday shall be eight (8) consecutive hours inclusive of a one-half (½) hour break for a meal to be taken on the job.

This regular maintenance workday may be varied by mutual agreement in writing between the Board and the Union.

### Transportation

Transportation employees shall be paid in accordance with their scheduled hours of work. The Board shall schedule warm up, inspection and cleanup time as required.

## **17.02 Regular Work Week**

The regular workweek shall consist of five (5) such days, Monday to Friday inclusive. The regular workweek may be varied by mutual agreement between the Board and the Union.

## **17.03 Alternate Work Weeks/Hours of Work**

### Resource Centre Days of Work

An employee working at the Resource Centre may be scheduled to work five (5) consecutive regular days of work between Monday and Saturday.

### Noon Hour Supervisors

Noon Hour Supervisors are those employees, who, having completed the probationary period, work a minimum of one (1) hour per day as a noon hour supervisor.

### Correspondence School

An employee working at the Correspondence School may be scheduled to work five (5) consecutive regular days of work between Monday and Saturday.

The regular workday shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 9:00 p.m. plus a one (1) hour unpaid break for a meal. By mutual agreement between an employee and the employee's supervisor a meal break may be less than one (1) hour. An employee shall not be required to work a split shift.

### School Meal Co-ordinator

School Meal Co-ordinator(s) shall be paid for one (1) hour per day. The additional hours currently worked (1% - 2 hours per month) are agreeable to both Parties. Any further additional hours per month shall be as agreed between the Parties.

### Theatre Employees

This clause shall apply only to the geographical area of the former School District No. 80 (Kitimat).

### Technical Director

- (a) The regular workweek will be thirty-five (35) hours Monday to Sunday. The hours will be set over the seven (7) day period and may include split shifts. This is a ten (10) month position.
- (b) The employee shall be guaranteed thirty-five (35) hours pay per week at straight time rates regardless of whether the employee is scheduled to work thirty-five (35) hours in that week.
- (c) The employee will be notified of his Monday to Sunday schedule by the end of the shift on the Friday of the preceding week. Any variation to the schedule will be discussed between the employee and the Theatre Co-ordinator.
- (d) It is the intention of the parties that the employee will be provided with forty-eight (48) consecutive hours off, in any workweek subject to the educational and operational needs of the program/theatre.
- (e) Overtime shall be on a voluntary basis only, except in cases of emergency.
- (f) Overtime shall be paid at time and one-half (1%) for all hours worked over thirty-five (35) hours in any workweek.
- (g) Overtime shall be paid at double time (**2 times**) for all hours worked over forty-two (42) in any workweek,

### **17.04 Shift Changes**

When it is necessary to change an employee's shift, twenty-four (24) hours prior notice shall be provided. When shifts are being changed there must be a minimum rest period of nine (9) hours between shifts. When an employee does not receive the minimum rest period he shall be paid at overtime rates of pay for all hours worked on the subsequent shift.

### **17.05 Shift Differential Entitlement**

|                 |                           |
|-----------------|---------------------------|
| Day Shift       | - 7:00 a.m. to 3:59 p.m.  |
| Afternoon Shift | - 4:00 p.m. to 10:59 p.m. |
| Night Shift     | - 11:00 p.m. to 6:59 a.m. |

Any employee working the majority of that employee's regular scheduled hours in a day within the shift shall be paid the appropriate shift differential for all regular hours worked that day.

#### **Shift Differential**

|                 |  |
|-----------------|--|
| Afternoon Shift | - \$0.70 per hour for each hour on the shift |
| Night Shift     | - \$0.85 per hour for each hour on the shift |



## 17.06 Inclement Weather

When the schools are closed due to inclement weather, power failure or hazardous road conditions, the Superintendent or designate shall decide if the employees should report to work. An employee who has been advised not to report or who is sent home, as a result of hazardous road conditions, inclement weather or power failure, shall not suffer loss of earnings for the day(s) which work was not possible.

## 17.07 Paid Rest Periods

- (a) All employees shall be entitled to a paid fifteen (15) minute rest break which is free from student supervision, to be taken approximately mid-way through each three (3) consecutive hours of work.
- (b) All Teaching Assistants entitled to rest breaks and to meal breaks shall be entitled to such breaks free from student supervision.

## 17.08 Four Hour Minimum Work Day

- 1. The Employer is committed to providing a minimum of four **(4)** hours of work for a **regular/continuing** employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- 2. Exemptions from the four **(4)** hour minimum:
  - (a) student/noon hour supervisors
  - (b) crossing guards
  - (c) small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum **will** apply
  - (d) other positions by mutual agreement
- 3. The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
- 4. Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- 5. Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as “additional hours” and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.
- 6. The four-hour minimum shall begin or continue to be implemented immediately and completed no later than the commencement of the 2001 – 2002 school year.

7. A Joint Implementation Committee comprised of six **(6)** members, three (3) from CUPE Local 2052, and three (3) from School District No. 82 (Coast Mountains) shall be established to deal with the implementation of the four-hour minimum. The Union shall have the right to National Representation on this committee. In order to attain the four-hour minimum for employees who are currently working less than four (4) hours per day, the Committee shall consider:
- (a) the combination of positions
  - (b) the elimination of current positions of less than four (4) hours in duration and the layoff of employees in those positions
  - (c) the reassignment of hours from positions currently less than four **(4)** hours
  - (d) the posting requirements, if any, for combined positions
  - (e) the applicability of other articles in the collective agreement
  - (f) whether or not school meal/food services assistants should be listed in the exemptions where they currently work less than four (4) hours per day
  - (g) the implementation of the four-hour minimum during the 2000-2001 school year as funds are made available from the four-hour minimum fund during the 2000-2001 school year.
  - (h) which, if any, casual and temporary employees in non-posted positions who report for work should be included in the four-hour minimum work day requirement.
  - (i) other positions that an exemption may apply to.

In the event the implementation committee cannot agree on implementation, matters may be referred to dispute resolution described in clause #9.

8. The parties shall refer the rate of pay for any combined job arising out of the implementation of the four-hour minimum to the Job Evaluation Maintenance Agreement between the parties.
9. The parties shall follow a two **(2)** step process to resolve disputes over the implementation of the four-hour minimum:
- (a) Either party may request that a mediator be appointed by the Labour Relations Board
  - (b) Failing resolution at mediation, either party may request that Joan Gordon hear the dispute on an expedited basis. The expedited process is intended to be short and concise. Written submissions shall be used and shall be exchanged at least five (5) working days prior to the arbitration. Joan Gordon shall render a decision within **twenty-four (24)** hours of the hearing. The parties shall equally share the costs of the fees and expenses of the arbitrator. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the B.C. Labour Relations Code. The decisions of the arbitrators are to be limited, in application, to that particular dispute. These decisions shall have no precedential value on other school districts and local unions.

10. Clause 7 and 9 above are applicable during the implementation process and will be in effect until completion of the implementation of the four-hour minimum.

### **17.09 Assignment of Extra Work**

The Union will provide to the Board a list of part-time employees who may wish to work extra hours in accordance with the following:

These listed part-time employees shall be given an opportunity to perform extra hours of work, including that of temporary replacements, to reach a regular workday or week before hiring new employees.

Such extra work will be first offered to qualified part-time employees within the same Board building location on the basis of seniority in September (or the first time extra hours become available) and then on a rotating basis throughout the year and then to other qualified employees by seniority within that geographical region. In cases of emergency and where no one is available that meets the above criteria, the Board may offer the assignment to a member who is not the most senior or qualified.

Employees shall not be entitled to work extra hours if the hours conflict with the hours of their regular position or if the addition of the extra hours brings an employee's hours over the regular work day for the position.

### **17.10 Non Instructional Day (School Term Employees)**

The Principal may require clerical staff and assistants to work on a non-instructional day.

### **17.11 Special Services Assistants**

When an assigned student is temporarily absent, the affected Assistant shall be provided alternate work for the days of such absence.

### **17.12 Redistribution of Custodial Work**

The Board agrees that where it implements a reduction or an increase in hours of work in a Board building and where feasible, it shall redistribute the work as necessary so as to reduce or increase the employee's hours within the building so as to recognize bargaining-unit-wide seniority.

### **17.13 Out of Town Bus Trips**

- (a) Out of town bus trips shall be done on a volunteer basis and paid at the following round trip rates: (In addition to these rates, the appropriate employee vacation rate will be applied.)

|               |                     |
|---------------|---------------------|
| Kitimat       | 175.00 from Terrace |
| Terrace       | 175.00 from Kitimat |
| Prince Rupert | 275.00              |

|               |        |
|---------------|--------|
| Smithers      | 325.00 |
| Houston       | 350.00 |
| Hazelton      | 275.00 |
| Aiyansh       | 275.00 |
| Prince George | 450.00 |

Any other destinations will be paid at the rate set between the Board and the Union. Trips originating from Kitimat will be paid at the rate listed from Kitimat to Terrace in addition to the rate listed for the destination as set out above. Should trips originate from communities other than Terrace or Kitimat the parties agree to meet to discuss rates for those trips.

- (b) Out of town trips shall be offered firstly to regular bus drivers (the Board shall attempt to distribute trips evenly amongst the staff), secondly to other CUPE employees who are qualified to drive the buses and, thirdly, to other qualified School District employees. It is understood that the offering of out of town bus trips shall be limited to the employees working in the trips originating geographical area of Hazelton/Kitwanga, Stewart, Terrace or Kitimat.
- (c) The Board agrees that it will not require teachers to drive school buses. However, the Board and the Union agree that teachers may voluntarily drive those buses known as "sports buses" to transport students for out-of-town travel.

## **ARTICLE 18 OVERTIME**

### **18.01 Overtime Procedure**

- (a) Overtime shall first be offered to employees at the site where the work is to be done unless the nature of work requires a maintenance employee.
- (b) If no site employee is available to accept the overtime, it shall be offered to other employees in the same job classification in the same geographic region.
- (c) Subject to (a) and (b) and where operationally practical, overtime shall be offered on a rotational basis, beginning with the most senior employee in the job classification.
- (d) The rotational list shall be posted at each work site, within a month of the employer receiving a list of employees willing to work overtime from the union.

### **18.02 Overtime Entitlement**

All overtime work, as authorized by the Secretary-Treasurer, shall be paid as follows:

- (a) All time worked over the regular work day shall be paid for at time and one-half (1½) the regular rate for the first three (3) hours of overtime worked in any one day, and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.

- (b) Overtime work on Saturday or the first day of rest shall be paid at the rate of time and one-half (1½) the employee's regular rate for the first three (3) hours worked and two (2) times the regular rate thereafter.
- (c) Overtime work on Sunday or the second day of rest shall be paid at the rate of two (2) times the regular rate of the employee.
- (d) Overtime is on a voluntary basis. However, when operational needs dictate, if all qualified regular employees refuse the overtime assignment then the most junior regular qualified employee must work the overtime.
- (e) A regular employee will be called for overtime ahead of overtime for a casual employee.

### **18.03 Overtime for Part-time Employees**

A part-time employee working less than the regular working hours per day shall not qualify for overtime rates until the regular hours have been exceeded.

### **18.04 Time off in Lieu of Overtime**

Instead of cash payment for overtime or **callout**, an employee may request to receive time off at the appropriate overtime rate at a mutually agreeable time. In the event time off cannot be operationally accommodated by June 30th following the date the overtime was worked, payment shall be made in cash on June 30th.

### **18.05 Compensation for Work on Paid Holidays**

If an employee is required to work on a statutory or public holiday, the employee shall be paid at double the employee's regular hourly rate, plus be given another day off with pay at a mutually agreeable date in lieu of the statutory holiday.

### **18.06 Call Out Procedure**

Call out shall be for emergency/urgent situations.

### **18.07 Call Out Pay Guarantee**

An employee who is called out to work outside the employee's regular working hours, shall be paid for a minimum of three (3) hours at overtime rates.

## **ARTICLE 19 STATUTORY HOLIDAYS**

### **19.01 Statutory Holidays**

- (a) An eligible employee shall be entitled to a holiday with pay at the employee's regular rate for each of the following statutory holidays:

New Year's Day  
Good Friday

Labour Day  
Thanksgiving Day

|               |                 |
|---------------|-----------------|
| Easter Monday | Remembrance Day |
| Victoria Day  | Christmas Day   |
| Canada Day    | Boxing Day      |
| B.C. Day      |                 |

and any other day proclaimed by the Federal, Provincial or Municipal government as a holiday and any special school holiday proclaimed by the Minister of Education. Only employees regularly working within the municipal boundary shall be entitled to a municipal holiday.

- (b) A regular employee shall be eligible for each of the statutory holidays.
- (c) A ten (10) month employee shall be eligible for each of the statutory holidays falling within the employee's period of employment.
- (d) A casual employee shall be eligible for a statutory holiday provided the employee has completed fifteen (15) days of work within the thirty (30) calendar days immediately preceding the holiday.
- (e) An employee who works less than full days or full weeks shall have the statutory holiday prorated on the basis of hours of work per week relative to a full-time employee.

### **19.02 Statutory Holidays- Kitimat Ten Month Employees**

Ten (10) month employees shall be paid for the Canada Day and Labour day holidays but shall not be paid for B.C. Day unless they work one (1) day in the week before and one (1) day in the week after that holiday.

Clause 19.02 is Clause 14.1(c) of the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). It shall continue to apply to the employees of former CUPE Local 2052 of former School District No. 80 (Kitimat) who are employed on February 28, 1999 See Attachment C).

### **19.03 Holidays on Scheduled Days Off**

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

### **19.04 When a Holiday Falls on a Non-Working Day**

If a statutory or public holiday should fall on a non-working day, the Board shall declare that the working day immediately preceding the holiday or the working day immediately following the holiday or any other day mutually agreed to, shall be observed in lieu of the holiday. Should the Provincial Government choose another date, then that date shall be observed.

## **ARTICLE 20 VACATIONS**

### **20.01 Length of Vacations**

#### **Regular Employees**

A regular employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

|   |   |                        |
|---|---|------------------------|
| Less than one year of employment                        | 1-¼ working days for each month to a maximum of 15 days | 6% of annual earnings  |
| In the 2nd year of employment and each year thereafter  | 15 working days   | 6% of annual earnings  |
| In the 6th year of employment and each year thereafter  | 20 working days   | 8% of annual earnings  |
| In the 13th year of employment and each year thereafter | 25 working days   | 10% of annual earnings |
| In the 21st year of employment and each year thereafter | 30 working days   | 12% of annual earnings |

A casual employee shall only be entitled to four percent (4%) vacation pay. Vacations shall be taken the year in which they are earned. Annual earnings shall include the previous year's vacation pay.

### **20.02 Part-Time Employees**

For the purpose of determining vacation entitlement for regular part-time employees, ten (10) months' employment shall be considered to be equal to a year's service. Regular part-time employees and ten (10) month employees shall receive vacation pay prorated on the basis of hours of work relative to a full-time employee in accordance with the percentages in Article 20.01.

### **20.03 Vacation Pay Procedure**

- (a) Ten (10) month employees shall accrue vacation entitlement as a percentage of gross earnings on each pay, as per the percentages in Article 20.01. These employees shall be paid vacation days at Christmas and Spring breaks with any balance paid out in the last pay period in April and the last pay period in June, unless other arrangements have been made according to Article 20.07.

- (b) Twelve (12) month employees shall have their vacation entitlement for the entire calendar year put in their "vacation bank" on the first pay period of each calendar year. This bank shall be in vacation hours, which shall equate to the employee's working day as determined in Article 20.01, and as the employee uses vacation, the entitlement bank shall be reduced accordingly. Twelve (12) month employees shall be paid out for all unused vacation days on the last pay period in the calendar year, unless (c) applies.
- (c) For twelve (12) month employees, and provided that it does not result in additional costs to the Board for substitute employees, in special circumstances and where operational requirements permit or when employees have been unable to take their full allocation of vacation days due to operational requirements, employees shall be entitled to ten (10) days maximum carry-over of vacation days for future use in the following year.

#### **20.04 Leaving Board Service**

An employee leaving the service of the Board before taking vacation shall be entitled to a proportionate payment of wages in lieu of such vacation. An employee leaving the service of the Board after taking vacation may be required to repay a proportionate amount. A deceased employee's estate shall be credited with the value of vacation credits owing.

A regular employee, who terminates service before completing one (1) year of service, shall only receive four percent (4%) vacation.

#### **20.05 Vacation Period**

Vacations shall be taken at a time most convenient to the operation of the School District, subject to Article 20.08 and, where practical, at least three (3) weeks will be granted during the months of July and August, or at a mutually acceptable time arranged between the Board and the employee. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority. Twelve (12) month employees must submit vacation requests by the end of March in any given year. Submissions received after the end of March will be considered but seniority will not prevail. Blank vacation request forms will be sent to all worksites no later than February 15 each year.

#### **20.06 Approved Leave of Absence During Vacation**

Where an employee qualifies for sick leave, bereavement or any other approved leave during the employee's period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed.

#### **20.07 Call Back From Vacation**

An employee who is called back to work during a vacation period shall be paid at double time rates for all hours worked plus have the vacation day reinstated.



## **20.08 School Clerical Staff Vacations**

Ten (10) month staff will take their annual vacations during Christmas and Spring Breaks when the schools are closed in accordance with the Ministry of Education School Calendar, unless other mutually agreeable arrangements are made between the employee and the employee's supervisor. Employees entitled to additional days may take them accordingly at the end of the school year.

## **ARTICLE 21 SICK LEAVE**

### **21.01 Sick Leave Defined**

- (a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine or accident for which compensation is not payable under the Workers' *Compensation Act*.
- (b) Regular part-time employees shall receive sick leave prorated in accordance with hours of work per month relative to hours of work of a regular full-time employee.

### **21.02 Accumulation of Sick Leave**

Sick leave shall be granted to regular employees on the basis of one and one-half (1½) days for every month of service. The unused portion of an employee's sick leave shall accrue for the employee's future benefits to a maximum of one hundred and twenty (120) days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of statutory holidays) absent for sick leave. Ten (10) days of work in any month shall result in the accumulation of one and one-half (1½) days sick leave.

### **21.03 Sick Leave During Leave of Absence or Layoff**

When an employee is given leave of absence for any reason or is laid off on account of lack of work, sick leave credits shall not accumulate for the period of such absence but shall retain cumulative credit.

### **21.04 Extension of Sick Leave**

- (a) An employee who has exhausted sick leave credits or does not qualify for sick leave with pay shall be allowed up to three (3) years leave of absence without pay.
- (b) Where a physician's statement of illness indicates a strong prognosis of imminent recovery, the employee shall be granted extension of the leave for a further six (6) months beyond the leave granted in (a) above, following which the employee shall be deemed terminated for cause.

### **21.05 Proof of Illness**

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness. The Board shall pay for medical certificates upon presentation of a receipt.

## **21.06 Sick Leave Records**

A record of all unused sick leave shall be kept by the Board. An employee is to be advised on application of the amount of sick leave accrued to the employee's credit.

## **21.07 Illness in the Family**

Where no one in the family other than the employee can provide for the needs, during illness, of an immediate member of the family, an employee may be entitled, after notifying the employee's supervisor, to use a maximum of three (3) accumulated sick leave days per illness for this purpose subject to an annual limit of six (6) days per school year.

## **21.08 Payment of Unused Sick Leave**

An employee entitled to sick leave under this Article shall receive, upon termination of employment, the following percentum of unused accumulated sick leave after a minimum of ten (10) years continuous service:

- (i) 25% of unused sick leave after 10 years of service to a maximum of thirty (30) days;
- (ii) 40% of unused sick leave after 15 years of service to a maximum of forty-eight (48) days;
- (iii) 60% of unused sick leave after 20 years of service to a maximum of seventy-two (72) days.

Payment of unused sick leave as entitled shall be made to the estate in case of death of an employee.

## **21.09 Sick Leave Credits - Former CUPE Local 2052 (Kitimat)**

Employees of the Former School District No. 80 (Kitimat), CUPE Local 2052, shall carry over any sick leave credits which they currently have in their accumulated sick leave bank. If an employee has more than the one hundred and twenty (120) day limit of sick leave credits, the employee shall not accrue any further sick leave credits unless they fall below one hundred and twenty (120) days of sick leave credits. Once they fall below one hundred and twenty (120) days of sick leave credits, they may not accrue above one hundred and twenty (120) days of sick leave credits.

## **ARTICLE 22 LEAVE OF ABSENCE**

### **22.01 Union Business**

The Board agrees to grant time off during any working day to officers of the Union in the employ of the Board for Union business purposes. The Union shall reimburse the Board the employee's regular wages and ten percent (10%) for benefits for such leave.

## **22.02 Grievance Pay Provisions**

The Board agrees that time spent in settling grievances during regular working hours, pursuant to Article 11 or 12, by up to two **(2)** Union representatives, shall be considered as time worked and paid at regular rates of pay.

## **22.03 Negotiation Pay Provisions**

Up to six (6) bargaining representatives in the employ of the District shall have the right of attending collective bargaining meetings with the Board if held during regular working hours, without loss of remuneration. The Union agrees to notify the Board of the names of such employees.

## **22.04 Leave of Absence for Union Functions**

- (a) Upon request to the Board, eight (8) employees elected or appointed to represent the Union at conventions shall be allowed leave of absence. Granting of such leaves shall be contingent on operational requirements and shall not be unreasonably withheld.
- (b) Upon request to the Board, employees may be granted leave of absence to attend executive and committee meetings and seminars of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Such leave shall not be unreasonably withheld.
- (c) During leave of absence for Union functions, the employer agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the employer the employee's regular wages and ten percent (10%) for benefits for such leave.

## **22.05 Leave for Full-time Union Officials**

An employee who is elected or appointed to a full-time position with the Canadian Union of Public Employees shall be entitled to leave without pay and with retention of seniority accumulation up to the date of commencing leave. Such leave shall be for a period of one (1) year or less if so requested.

Upon return to work, the employee shall be returned to the employee's former job. This leave may be renewed up to a maximum of five (5) years, however, if the leave runs consecutively for more than one **(1)** year, upon return to work, the Board may place the employee in any position for which the employee is qualified, provided that a full-time employee shall have the right to return to a full-time position.

## **22.06 Bereavement Leave**

An employee shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death of a parent, spouse, common law spouse, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Reasonable leave of absence may be granted with or without pay for travel and estate affairs. Any other

request for bereavement leave shall be considered under Article 22.10. Upon application, and subject to operational requirements, leave shall be granted with pay for up to one (1) day for an employee to attend the funeral of a friend or relative who is not a member of the immediate family. Additional days may be granted without pay for travel where necessary or, where operational requirements permit, to fulfil cultural obligations. The provisions of this article shall be applied in a consistent manner.

## **22.07 Compassionate Leave - Former CUPE Local 2052 (Kitimat)**

In the event of critical illness (believed to be terminal) in the immediate family and the employee attends to that member of the family he shall be granted leave of absence with pay for five (5) working days plus two (2) working days of travel time if required. Immediate family shall be as defined in the Bereavement Leave Article 22.06 with the addition of step and foster children and step and foster parents.

Clause 22.07 is Clause 17.2 of the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). It shall continue to apply to the employees of former CUPE Local 2052 of former School District No. 80 (Kitimat) who are employed on February 28, 1999 (See Attachment C).

## **22.08 Maternity/Adoption/Parental Leave**

An employee shall have the right, upon written request, to leave of absence for pregnancy and adoption on *the* following basis:

- (a) An employee shall be granted unpaid leave to a maximum of ~~six~~ (6) months at the employee's option. The employee shall notify the Board at least three (3) weeks prior to returning to the job. The employee shall be placed in the employee's former job, or another which is consistent with the employee's seniority, qualifications and former salary.

Seniority shall continue to accumulate during this leave and upon reinstatement all increments to wages and benefits to which the employee would have been entitled had the leave not been taken shall be reinstated. The Board shall continue to provide its share of coverage and pay its share of premiums for all the employee benefits and pension plan while on maternity leave.

- (b) Parental Leave

Parental Leave will be as set out in the Employment Standards Act of B.C. Subject to the Employment Standards Act the Board shall continue to provide its share of coverage and pay its share of the premiums for all the employee's benefits.

- (c) If during the maternity/parental leave or prior to taking either leave, an employee indicates in writing that a longer period of leave is required than allowed above, then upon conclusion of the maternity/parental leave, the employee shall be considered on leave of absence for up to an additional twelve (12) months. The Board will continue to Provide coverage for all employee benefit plans, Provided the

employee pays the premiums. Seniority does not accumulate during this period of leave. The employee shall notify the Board at least four (4) weeks prior to wishing to return to work. The Board shall endeavour to place the employee in a job consistent with the employee's qualifications and seniority which does not result in the layoff or demotion of another employee. The Board is under no obligation to reinstate the employee unless a vacancy occurs. Upon the conclusion of this additional leave, an employee shall be considered on layoff and the provisions of Article 14.05 shall apply.

- (d) Where the pregnancy is terminated before the employee requests leave, the Board shall, on receipt of a medical certificate, grant the employee leave of up to six (6) weeks during which time the benefits of Article 22.07(a) shall apply.
- (e) Where the mother dies before or following the birth of the child or she becomes disabled and a male employee qualifies for benefits under the Employment Insurance Act (spousal maternity benefits) the provisions of this Article shall, upon request, be granted to him.
- (f) An employee adopting a child shall be entitled to the provisions as set out in subsections (a) and (b) above.

## **22.09 Paid Jury or Court Witness Duty Leave**

The Board shall grant leave of absence to an employee who serves as a juror or as a subpoenaed court witness other than on the employee's own behalf. The Board shall pay such an employee the difference between the employee's normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

## **22.10 General Leave**

The Board may, upon written request, grant leave of absence with or without pay and without loss of seniority to a regular employee requesting such leave for good and sufficient cause. Seniority shall accrue for ninety (90) calendar days after which seniority will be retained.

Such leave shall not be unreasonably withheld.

## **22.11 Leave for Public Duties**

The Board recognises the right of employees to participate in public affairs. Upon request to the Secretary Treasurer, an employee shall be granted leave of absence without pay to allow that employee to stand as a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall, upon request, be granted leave of absence without pay and without seniority accumulation during the term of office.

## **22.12 Medical Care Leave**

When medical services and/or medical facilities are not available in the community of residence or work, an employee or the employee's dependants may be referred by a doctor or dentist to a medical practitioner or medical facility in another municipality.

When such referrals are made and the appointment cannot be scheduled in a way that avoids disruption of work or vacation the employee shall be allowed paid leave of absence in order to attend or to accompany dependants if medically required. On request, employees shall show proof of the need for medical care leave. Such leave shall be deducted from the employee's accumulated sick leave.

In such cases, the per diem payable will be in accordance with Board Policy, to a maximum of ten (10) days per occurrence. The maximum total expense to the Board will be three thousand dollars (\$3,000) for the term of this agreement.

## **22.13 Special Leave**

- (a) Employee's marriage - three (3) days paid leave
- (b) Birth of male employee's child - one (1) day paid leave

## **ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 Pay Days**

The Board shall pay wages biweekly, every second Friday, in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. The Board shall direct deposit the pay cheque of each employee to an account in the bank or credit union of the employee's choice. An employee's pay cheque shall detail hours of work, premiums, rates of pay and each deduction.

### **23.02 Assignments and Substitutes**

An employee who, for a period of one (1) working day or longer, is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive, from the beginning, the rate as if promoted to the job or the employee's rate, whichever is the greater.

### **23.03 Increments - Promotion, Demotion**

An employee who is promoted or demoted (moves to a classification with higher or lower maximum respectively) will be placed at the next higher dollar figure on the new range in the case of promotion, and the next lower dollar figure on the new range in the case of demotion. In either case, the new increment date is the date of the change.

## **ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION**

### **24.01 Job Evaluation/Pay Equity Maintenance Agreement**

- (a) The Board and the Union will appoint two (2) representatives and an alternate each to represent them on the Job Evaluation Maintenance committee (JEMC). The cost of the JEMC committee shall be shared by the parties as follows: The Board shall pay the cost of up to twelve (12) days total per school year for the Union's two (2) representatives or alternate in the absence of one (1) of the representatives. The Union shall pay the cost of any time in excess of the twelve (12) days per school year. The JEMC shall meet three (3) times annually or as necessary. Decisions of the JEMC will be by consensus.
- (b) The parties recognize the importance of maintaining accurate job descriptions and job ratings on an ongoing basis. It is the intention of the parties that all jobs be reviewed once every five (5) years.
- (c) No job will be reviewed more than once in a twelve-month period unless there is a significant change in the duties and responsibilities.
- (d) Whenever the Board changes the duties and responsibilities of a job or whenever the incumbent(s), non-union supervisor, the Board or the Union feel the duties and responsibilities of the job have changed or that the job description does not accurately reflect the duties and responsibilities of the job, they may request a job evaluation review by completing and submitting a Job Evaluation Request for Review Form to the JEMC (copies will be provided to the Union and the Board).
- (e) All pay equity funding and adjustments provided by the government shall be reduced by all wage sensitive benefit costs (CPP, EI, Superannuation, WCB, Group Life) prior to distribution to employees in accordance with (b).
- (f) The parties agree that all pay equity wage adjustments shall be made on a pro rata basis. The effect of this will be to provide all employees entitled to a pay equity wage adjustment with a wage adjustment equal to the same percentage of the difference between the target rate and the current rate. The current rate shall be the collective agreement rate plus any pay equity wage adjustments already made.

### **24.02 Reclassification/Re-evaluation Process**

Upon receipt of a completed Job Evaluation Request for Review Form, the following procedures shall apply for reclassification or re-evaluation of existing positions.

#### **Step 1**

The JEMC shall review all available information. If necessary, further information may be gathered through the completion of a Job Analysis Questionnaire, interview of the incumbent and supervisor, or a visit to the job site as may be necessary. Based on this information the JEMC shall update the job description as necessary. The JEMC shall have thirty (30) working days to conduct the review.

## **Step 2**

When the review is complete, the JEMC shall provide the Board, the Union and the incumbent(s) with a copy of the revised job description and the rating. Where the job description has been changed, it shall be signed by the incumbent(s) and the non-union supervisor to signify their mutual agreement.

The JEMC shall meet to rate the job according to the procedures set out in the Job Evaluation Plan and advise the incumbent(s), the non-union supervisor, the Board and the Union of its decision on the Reviewed Decision Form. The rating of the job shall determine the pay rate for the job.

## **Step 3**

When there are reclassifications and re-evaluation adjustments:

- (i) In female predominant positions the rating of the position shall determine the pay rate for the position. However, if there is less than fifteen (15) point change in the revised rating for the position, the pay rate will remain unchanged. If there is a fifteen (15) point or greater change in the revised rating for a position, the pay rate shall be determined by the formula in (iii) below.
- (ii) In male predominant positions if there is less than fifteen (15) point change in the revised rating for the position, the pay rate will remain as in the Collective Agreement. If there is a fifteen (15) point or greater change in the revised rating for a position, the pay rate shall be determined by the formula in (iii) below.
- (iii) Adjust the pay rate for the position by an amount equal to the point change multiplied by the cents per point adjustment resulting from the original calculation of the male regression line.
- (iv) No measures will be taken or agreed to over the course of the pay equity plan that will reintroduce or widen that gender-based wage gap.

### **24.03 New Classifications**

Where the Board has established a new classification, the following procedures shall apply:

#### **Step 1**

The Board shall prepare the job description for the classification.

#### **Step 2**

The Board shall establish an interim pay rate for the job based upon the specifications established by the Board in Step 1. The Board shall advise the Union of the rate of pay attributable to the job description. When the position is posted, the posting shall indicate that the classification is new and that the pay rate is subject to confirmation of the JEMC pursuant to Step 3 as follows. The new incumbent(s) will be notified of the review process and the potential consequences of that review pursuant to this Agreement.



### **Step 3**

Six (6) months from the appointment to the new position, the incumbent and non-union supervisor shall complete a Job Analysis Questionnaire which shall be submitted along with updated job information, to the JEMC. The JEMC shall review and revise the job description as may be required and submit the same to the incumbent and non-union supervisor for their mutual agreement. The JEMC shall then rate the job according to the procedures set out in the Gender Neutral Job Evaluation Plan and shall advise the incumbent, the Board and the Union of its decision.

### **Step 4**

- (i) If the job is rated at a pay rate higher (final rate) than the originally established interim rate of pay, the incumbent shall receive an increase in pay retroactive to the date of appointment.
- (ii) If the job is rated at a pay rate lower (final rate) than the initial rate of pay, such rate of pay shall be adjusted to the lower pay rate at the beginning of the next pay period following notification by the JEMC.

Notwithstanding the provisions of this Job Evaluation/Pay Equity Maintenance Agreement, nothing in it shall operate so as to prevent the Board from amending the job duties and/or responsibilities associated with any position provided that the rate of pay is determined in accordance with that rating set by the JEMC.

## **24.04 JEMC Disputes**

In the event of the JEMC being unable to reach an agreement on any matter relating to the interpretation, application or administration of the job evaluation plan or the maintenance of the Job Evaluation Program (including the classification or pay rate of positions reclassified under this Agreement), the JEMC will request, within ten (10) working days, that each party designate an Advisor to meet with them. The two (2) Advisors will meet with the JEMC to attempt to assist in reaching a decision.

If the two (2) Advisors, in concert with their principals, are unsuccessful in achieving a decision, the dispute shall then be referred to arbitration, within thirty (30) calendar days for binding resolution.

The Arbitrator shall be provided with any relevant documentation in order to make a ruling.

The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.

The Board and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

The Arbitrator shall be bound by the terms of the Pay Equity Plan documents and this Agreement and shall not have the power to modify or amend any of their provisions or any provisions of the Collective Agreement.

The Arbitrator's fees and expenses shall be borne equally between the parties.

The time limits contained in this Agreement may be extended by mutual agreement of the parties.

## **ARTICLE 25 EMPLOYEE BENEFITS**

### **25.01 Health Plans**

The Board shall pay one hundred percent (100%) of the premiums except for dental which the Board shall pay ninety percent (90%) of the premiums of the following plans as a condition of employment for those regular employees who have completed their probationary period and do not have other similar coverage.

- (a) B.C. Government Medical Plan;
- (b) Extended Health Benefit Plan (An eyeglass option providing \$200/family member/2 years); Effective July 1, 1995 the Extended Health Benefits plan will include \$1,000,000 maximum benefit per insured.
- (c) Dental Plan which provides 100% A; 60% B; 50% C;
- (d) Medical Travel Benefits (Extended Health Benefit Plan Supplement).

The Board will consult with the Union prior to any change in benefit coverage or insurance carriers.

### **25.02 Pension**

All eligible employees covered by the Agreement shall participate in and be covered by the provisions of the Municipal Pension Plan (*Municipal*).

### **25.03 Group Life Insurance**

All eligible regular employees who have completed their probationary period shall, as a condition of employment, be covered under the terms and conditions of a group life insurance plan with benefits at two (2) times annual salary. The Board shall pay one hundred percent (100%) of the premium.

### **25.04 Long Term Disability Plan**

- (a) The Board agrees to administer a Union sponsored Long Term Disability Plan for eligible employees. The Plan and carrier shall be determined by the Union.
- (b) Upon completion of the LTD eligibility period, all regular employees working fifteen (15) hours or more per week shall be enrolled in the LTD plan as a condition of employment.

- (c) The Board agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.
- (d) By agreement of the parties, it is understood that in the event the PEBT Core LTD plan is eliminated, the employer will assume responsibility for administering a union sponsored LTD plan, as outlined in Article 25.04.

### **25.05 Benefits Trust/LTD/Return to Work**

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

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

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

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

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

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

### **25.06 Continuation of Benefits**

- (a) The Board shall continue the benefits of Article 25.01 and 25.03 when an employee is absent due to sickness or accident. Payment of the premiums by the Board shall be limited to six (6) months or the length of the employee's service, whichever is the lesser unless receiving WCB top up payments from sick leave for more than six (6) months, in which case until the top up payments cease.
- (b) The Board shall continue the benefits of Article 25.01 and 25.03 during the summer months, provided the assignment of the employee is on the basis of ten (10) months a year and provided the employee returns to the job in September.

- (c) In other cases, an employee may continue coverage for any of the benefits so long as the employee is on approved leave of absence or retains recall rights, provided the employee pays the entire premium to the Board each month and provided the carrier of the Plan permits such coverage.

### **25.07 Workers' Compensation Pay Supplement**

An employee prevented from performing regular work with the Board on account of an occupational accident that is recognised by the Workers' Compensation Board as compensable within the meaning of the Act, shall upon request receive from the Board the difference between the amount payable by the Workers' Compensation Board and the employee's regular salary. Such difference shall be deducted from the employee's accumulated sick leave, provided the employee has such benefits to the employee's credit. Should the employee have no sick leave to the employee's credit, then the employee shall be entitled only to the amount paid by the Workers' Compensation Board.

### **25.08 Employee Assistance Program**

During the term of this Collective Agreement, the Board and the Union shall design and implement a joint Employee Assistance Program for all employees, including the Teachers' Association. The Board will pay fifty percent (50%) of the cost of this program.

### **25.09 Reimbursement for Vehicle Damage or Theft**

The Board shall reimburse an employee to a maximum of one hundred dollars (\$100.00) deductible on an insurance claim due to theft or vandalism which occurred at the workplace or in the course of employment. An employee who makes a claim for reimbursement must have the claim accepted by the insurance company and must have filed a report with the proper authorities.

### **25.10 Registered Retirement Savings Plan (RRSP)**

The Board, upon written request from an employee, shall deduct an agreed amount from the employee's pay and submit same to the employee's RRSP.

## **ARTICLE 26 VIDEO DISPLAY TERMINALS**

### **26.01 Video Display Terminals (VDTs)**

Where a pregnant employee who regularly works with VDTs requests a transfer away from the equipment for medical reasons and where the Board can accommodate it, the Board will grant such a transfer. If the transfer cannot be arranged the employee may take an unpaid leave of absence until she qualifies for maternity leave. Upon qualifying for maternity leave the benefits of Article 22.08 shall be initiated.

## **ARTICLE 27 SAFETY AND HEALTH**

### **27.01 Clothing**

The Board shall provide and clean all protective clothing, coveralls and gloves as required. When the Board requires an employee to wear safety footwear, the Board shall pay fifty percent (50%) of the cost of such footwear.

When a regular special services assistant is directed by their supervisor to take part in swimming classes, the Board will reimburse the employee fifty percent (50%) of the cost of a swimsuit, to a maximum of fifty dollars (\$50.00), on presentation of a receipt. Only one (1) suit shall be provided per employee per life of this Collective Agreement.

This article shall not apply to any employee assigned swim duties on a temporary, shared or casual basis.

### **27.02 Clothing - Former CUPE Local 2052 (Kitimat)**

The Board shall provide suitable wet weather clothing for employees working in the rain or snow. The wet weather clothing supplied to Teaching Assistants and Noon Hour Supervisors shall be stored at each school. The Board shall also provide reflective safety vests when the employee's working conditions warrant them.

Clause 27.02 is 20.1(a) of the collective agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). Employees employed in the geographical area of former School District No. 80 (Kitimat) shall continue to be covered by Clause 27.02.

### **27.03 Injury Pay Provisions**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at the employee's regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section, for a compensable injury, shall receive payment for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident, when W.C.B. does not provide for wage loss.

### **27.04 Transportation of Accident Victims**

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

### **27.05 Occupational Health & Safety Committee**

- (a) The Local shall appoint three (3) members to the Occupational Health & Safety Committee.
- (b) The Committee shall conduct its affairs in accordance with WCB Regulations.
- (c) Chair and Secretary

The chair and secretary shall be elected from and by the members of the committee. Where the chair is a Board member, the secretary shall be an employee member and vice versa.

(d) Meetings of the Committee

The Health and Safety Committee shall meet regularly and review and recommend on matters either raised or referred to that pertain to health and safety.

(e) Safe and Healthful Place of Work and Learning

The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.

(f) Responsibilities of the Committee

The Committee shall:

(i) determine that regular inspections of the places of employment are carried out as required by Regulation 3.05 of the Occupational Health & Safety Regulations, Worksafe B.C.

(ii) upon request, review the provision of health services as outlined in the School Act.

(iii) recommend measures required to attain compliance with the School Act, the Occupational Health & Safety Regulation and the Workers' Compensation Act and the correction of hazardous conditions.

(iv) consider recommendations from site committees and recommend implementation where warranted.

(v) hold no less than three (3) meetings per year at mutually agreeable times and dates, If meetings are held during school hours, release time at Board expense shall be allowed for employees who are members of the Committee. The Committee shall review:

(a) reports of current accidents, their causes, and means of prevention.

(b) remedial action taken or required by the reports of investigations and inspections.

(c) any other matters pertinent to health and safety.

(g) Minutes of meetings

The Committee shall maintain minutes of the meetings and circulate these minutes to the appropriate parties.

## 27.06 Workplace Violence

(a) definition of violence: Any incident in which an employee is abused, threatened or assaulted during the course of employment.

(b) reporting violent incidents: The Board and the Union agree to encourage the reporting of all incidents of violence.

- (c) the Labour Management Committee will review the subject of workplace violence during the term of this Agreement.

### **27.07 Situations of Immediate Danger**

Where a situation is of immediate danger to an employee or student, the employee shall act judiciously to mitigate the danger and then report the situation to the appropriate Administrative Officer. The employee shall be advised of the actions taken to ensure the situation is remedied.

### **27.08 Health and Safety Problems**

Other specific health and safety problems shall be reported to the appropriate Administrative Officer and may also be referred to the Health and Safety Committee through the site committee.

## **ARTICLE 28 TECHNOLOGICAL CHANGE**

### **28.01 Definition**

"Technological change" means:

- (a) The introduction by the Board of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Board in its work, undertaking or business, or
- (b) A change in the manner the Board carries on its work, undertaking or business (related to the introduction of that equipment or material).

### **28.02 Advance Notice**

Three (3) months before the introduction of technological change the Board shall notify the Union of the proposed change. The Board and the Union will meet to discuss the changes and the measures if any to be taken by the Board and the Union to protect the employees from anticipated adverse effects.

### **28.03 Income Protection and Transfers**

A regular employee who is displaced shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee. An employee placed in a lower-rated position as a result of technological change shall not have wages reduced but shall continue to receive the employee's old rate until such time as the Collective Agreement rate for the employee's new position is equal to the employee's actual rate of pay. An employee whose services are terminated by the Board because of technological change shall be entitled to severance pay equivalent to one (1) weeks pay for each year of service.

## **28.04 Training Benefits**

Where new or greater skills are required than those already possessed by affected employees, where feasible such employees shall, at the expense of the Board, be given a reasonable period of time, during which they may perfect or acquire the skills necessitated by the technological change. There shall be no reduction in salary or benefits during the training period and no reduction in pay upon being reclassified in the new position.

## **ARTICLE 29 GENERAL CONDITIONS**

### **29.01 Courses of Instruction**

An employee requested by the Board to take training to update or upgrade skills or to learn new skills shall receive reasonable notice of such required training.

The Board shall pay the following related expenses:

- (i) required registration/tuition fees;
- (ii) necessary books and materials;
- (iii) travel, meals, accommodation in accordance with Board policy.

The employee agreeing to take such training shall do so without loss of pay and without loss of benefits.

Where the Board determines it feasible, and that training is necessary for employees of the School District, employees on the recall list shall be provided the opportunity to attend formal training programs at the employee's expense.

### **29.02 Harassment**

The Parties agree that **all** persons have the right to work in an environment without harassment. A claim of harassment by an employee shall be considered a grievance.

A complaint of harassment or sexual harassment shall be dealt with by the parties in strict confidence, starting at Step 2 of the grievance procedure.

In the alternative, if an employee **is** comfortable with the process, the employee, the union and the employer will follow the process laid out in the Board Policy 3605 dated April 4, 2007.

See Appendix A (Board Policy) attached.

### **29.03 Intra-District Communications and Bulletin Boards**

The Board shall supply bulletin boards in the schools, Board office, District office, Maintenance Shops and Resource Centre so that the Union may post information of interest to its members. The Union has the right to circulate information via the inter-school delivery service, district fax machines (for receiving information only), and such information shall be posted on the **CUPE** bulletin board **as** soon as possible after receipt.



## 29.04 Copies of Agreement

The Board and the Union agree to print the Agreement in booklet form and share in the costs.

## 29.05 Work of the Bargaining Unit

### (a) Contracting Out

No regular employee shall be laid off or have regular income reduced as a consequence of contracting out of work or services normally performed by members of the bargaining unit.

### (b) Volunteers

No regular member of the bargaining unit will be laid off as a result of the use of volunteers and volunteers will not be used to displace hours held by existing CUPE employees.

### (c) Work of the Bargaining Unit

Work customarily performed by the employees in the bargaining unit shall not be done by other employees of the Board, except for the purpose of development, audit, quality control, on-the-job training, instruction of employees or in cases of emergency.

## 29.06 Professional Development

- (a) The Board agrees to allow employees covered by this Agreement to conduct an in-service training seminar on a day designated as professional development for teachers. The date and agenda shall be subject to the approval of the Secretary-Treasurer. An employee attending such a seminar shall be paid the employee's regular wages for that day. All employees may attend this CUPE professional development day.

It is understood that in special circumstances the Administrative Officer may request that a specific employee remain at the employee's work site for that day. Any dispute arising from this provision shall be dealt with beginning at Step 2 of the grievance procedure.

- (b) The Board will deposit three thousand dollars (\$3,000) annually to a fund for job-related professional development. This amount of three thousand dollars (\$3,000) will be matched by the Union. The Union will give the Board an accounting of the money spent annually and invite a trustee to sit on the Union Professional Development Committee.

- ❖ It is noted that the current one thousand dollars (\$1,000) being offered by the Board for the CUPE Professional Development Day will continue.

## **29.07 Use of School Facilities**

The Union shall have the right to use School Board facilities and equipment for meetings and other Union activities in accordance with Board policy on the use of school facilities and subject to normal booking procedures.

## **29.08 Pre-Retirement Seminar**

The Board may grant a leave of absence without pay and without loss of benefits of two (2) days to employees with a minimum of ten (10) years service with the Board, to attend the CUPE pre-retirement seminar. The Union will pay registration fees.

If the above approved seminar falls on a non-instructional day, the employee shall receive the employee's regular wages for the day when attending the seminar.

## **29.09 Medical Procedures**

Employees requested to perform medical/health procedures in accordance with Level II of the Province of British Columbia Protocol Agreement - In school support for special needs student - shall be given child-specific training by appropriate professional health personnel. A record of such training shall be maintained by the employee and the Board.

There shall be on-going re-evaluation of the training, and there shall be updates to the training as required by the Board.

Where practicable there shall be a trained alternate.

## **29.10 Medication**

Employees shall be responsible for the administration of medications to students under the following conditions:

- (a) The parent has requested the school's assistance in writing and signed a release concerning administration of the medication by the employee;
- (b) Northern Health has been informed and a medical alert card completed;
- (c) The employee has been trained by staff from the Health Unit in the administration of the medication and possible side effects;
- (d) The medication is stored in a locked storage place;
- (e) The medication is supplied in blister packages if possible;
- (f) Records are kept detailing the administration of the medication.

## **29.11 Injections and Inoculations**

- (a) . New employees may be required to undergo a TB test.

- (b) Employees who wish to receive flu shots but do not qualify for such flu shots through the Health Unit, shall have the cost of the shot paid by the Board. However, the employee shall schedule such shots on his own time.
- (c) The Board will set aside six hundred dollars (\$600.00) annually for employees who wish to receive the Hepatitis "B" vaccination series at the same time as students. Allocations of these funds shall be on a first-come first-served basis.

### **29.12 Examination of Students**

The examination of students for communicable diseases or infestations shall not be the responsibility of a member of the bargaining unit. However, an employee who suspects a child may have a communicable disease or infestation shall report the concern to an administrator for investigation.

### **29.13 Indemnification**

The School Board agrees to defend, save *harmless*, and indemnify all CUPE Local 2052 employees from any proceedings which may be brought against them and which arise from the lawful performance of their duties.

### **29.14 Employee Absence**

When an employee is going to be absent from work the employee will contact the CUPE Sub Dispatch Clerk:

|                 |                |
|-----------------|----------------|
| Terrace         | 635-5473       |
| Kitimat         | 632-7893       |
| All other areas | 1-888-278-7893 |

### **29.15 Board Meetings**

The Board shall provide agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.

### **29.16 PACES Day-care Facility**

PACES Day-care facility to be provided services by bargaining unit.

## **ARTICLE 30 GENERAL**

### **30.01 Plural or Feminine Terms May Apply**

Wherever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties so require.

## **ARTICLE 31 TERM OF AGREEMENT**

### **31.01 Duration**

This Agreement shall be binding and remain in effect from July 1, 2006 to June 30, 2010 and shall continue from year to year thereafter unless either Party gives to the other Party notice to commence collective bargaining in accordance with the *British Columbia Labour Relations Code*.

All wage increase and adjustments are as per Letter of Understanding between Signatory School Boards and Signatory Support Staff Unions, dated May 22, 2006 and agreed by CUPE Local 2052 and the Board of Trustees of School District #82 on June 1, 2006.

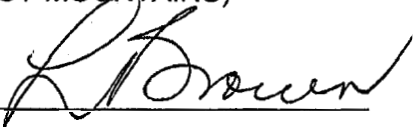
| Position                                       | July 1, 2006<br>(2%) | July 1, 2007<br>(2%) | July 1, 2008<br>(2%) | July 1, 2009<br>(2%) |
|--|----------------------|----------------------|----------------------|----------------------|
| Academic Support Worker                        | \$21.34              | \$21.77              | \$22.21              | \$22.65              |
| Accounts Payable Clerk                         | \$21.85              | \$22.29              | \$22.74              | \$23.19              |
| Administrative Secretary-Assist Superintendent | \$21.88              | \$22.32              | \$22.77              | \$23.23              |
| Admin Secretary-Student Support Serv           | \$21.92              | \$22.36              | \$22.81              | \$23.27              |
| Bookkeeper                                     | \$21.43              | \$21.86              | \$22.30              | \$22.75              |
| Braille Transcriber/SSA                        | \$22.07              | \$22.51              | \$22.96              | \$23.42              |
| Bus Driver                                     | \$21.42              | \$21.85              | \$22.29              | \$22.74              |
| Bus Monitor                                    | \$17.32              | \$17.67              | \$18.02              | \$18.38              |
| Carpenter                                      | \$24.16              | \$25.24              | \$26.34              | \$27.17              |
| Clerical Co-Ordinator                          | \$21.40              | \$21.83              | \$22.27              | \$22.72              |
| Crossing Guard                                 | \$17.32              | \$17.67              | \$18.02              | \$18.38              |
| Custodial Foreman                              | \$21.86              | \$22.30              | \$22.75              | \$23.21              |
| Custodian                                      | \$20.66              | \$21.07              | \$21.49              | \$21.92              |
| Data Entry Clerk                               | \$20.84              | \$21.26              | \$21.69              | \$22.12              |
| Electrician                                    | \$24.16              | \$25.24              | \$26.34              | \$27.17              |
| Electronics Technician                         | \$23.56              | \$24.03              | \$24.51              | \$25.00              |
| Facilities & Purchasing Co-Ordinator           | \$21.91              | \$22.35              | \$22.80              | \$23.26              |
| First Nations Support Worker                   | \$21.34              | \$21.77              | \$22.21              | \$22.65              |
| Foods Assistant, KCH                           | \$21.11              | \$21.53              | \$21.96              | \$22.40              |
| General Maintenance                            | \$18.50              | \$18.87              | \$19.25              | \$19.64              |
| General Mtnce/Heating (Stewart)                | \$24.16              | \$25.24              | \$26.34              | \$27.17              |
| Head Custodian                                 | \$21.08              | \$21.50              | \$21.93              | \$22.37              |
| Heating Engineer/Plumber                       | \$24.16              | \$25.24              | \$26.34              | \$27.17              |
| Key Operator                                   | \$21.36              | \$21.79              | \$22.23              | \$22.67              |
| Library Assistant                              | \$21.04              | \$21.46              | \$21.89              | \$22.33              |
| Locksmith                                      | \$24.16              | \$25.24              | \$26.34              | \$27.17              |
| Lunchroom Monitor                              | \$17.32              | \$17.67              | \$18.02              | \$18.38              |
| Maintenance Foreman                            | \$26.42              | \$27.55              | \$28.70              | \$29.57              |
| Maintenance Non Certified                      | \$21.42              | \$21.85              | \$22.29              | \$22.74              |
| Noon Hour Supervisor                           | \$17.32              | \$17.67              | \$18.02              | \$18.38              |
| Office Clerk                                   | \$20.34              | \$20.75              | \$21.17              | \$21.59              |
| Painter  | \$24.16              | \$25.24              | \$26.34              | \$27.17              |
| Payroll Clerk                                  | \$22.33              | \$22.78              | \$23.24              | \$23.70              |
| Plumber  | \$24.16              | \$25.24              | \$26.34              | \$27.17              |
| Rehab Worker                                   | \$21.78              | \$22.22              | \$22.66              | \$23.11              |
| Resource Centre Clerk                          | \$21.06              | \$21.48              | \$21.91              | \$22.35              |
| School Meal Co-Ordinator                       | \$20.32              | \$20.73              | \$21.14              | \$21.56              |
| School Secretary                               | \$21.86              | \$22.30              | \$22.75              | \$23.21              |
| School Secretary (Team Environment)            | \$21.42              | \$21.85              | \$22.29              | \$22.74              |
| Secretary - Correspondence School              | \$21.71              | \$22.14              | \$22.58              | \$23.03              |
| Secretary - Student Support, Hazelton          | \$21.11              | \$21.53              | \$21.96              | \$22.40              |
| Shipping/Mailing Clerk                         | \$20.63              | \$21.04              | \$21.46              | \$21.89              |
| Signing Translator                             | \$22.07              | \$22.51              | \$22.96              | \$23.42              |
| Spec Services Assist-Distributed Learn         | \$22.10              | \$22.54              | \$22.99              | \$23.45              |
| Special Services Assistant (High)              | \$21.63              | \$22.06              | \$22.50              | \$22.95              |
| Special Services Assistant (Low )              | \$22.10              | \$22.54              | \$22.99              | \$23.45              |
| Stock/Inventory Clerk                          | \$21.58              | \$22.01              | \$22.45              | \$22.90              |
| Student  | \$13.77              | \$14.05              | \$14.33              | \$14.62              |
| Student Records Clerk                          | \$20.84              | \$21.26              | \$21.69              | \$22.12              |

| <b>Position</b>                         | <b>July 1,<br/>2006</b> | <b>July 1,<br/>2007</b> | <b>July 1,<br/>2008</b> | <b>July 1,<br/>2009</b> |
|---|-------------------------|-------------------------|-------------------------|-------------------------|
| Sub Dispatch Clerk                      | \$20.97                 | \$21.39                 | \$21.82                 | \$22.26                 |
| <b>Teacher Assistant</b>                | \$20.41                 | \$20.82                 | \$21.24                 | \$21.66                 |
| Technical Director (MESS Theatre)       | \$19.97                 | \$20.37                 | \$20.78                 | \$21.20                 |
| Workroom Monitor                        | \$17.32                 | \$17.67                 | \$18.02                 | \$18.38                 |
| Carpenter (Grandfathered - Kitimat)     | \$24.97                 | \$25.82                 | \$26.68                 | \$27.25                 |
| Maintenance I (Grandfathered - Kitimat) | \$23.72                 | \$23.96                 | \$24.20                 | \$24.44                 |

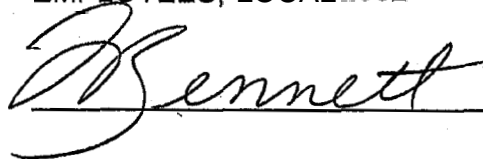
**SIGNATURE PAGE**

SIGNED THIS fifth DAY OF October, 2007

**FOR AND ON BEHALF OF:  
SCHOOL DISTRICT NO. 82  
(COAST MOUNTAINS)**



**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2052**



### DIRTY MONEY

Dirty Money at \$1.20 per hour shall be paid to employees doing the following work:

- (1) Cleaning domestic hot water tanks
- (2) Rebricking boilers
- (3) Cleaning fuel tanks
- (4) Spray painting
- (5) While exposed to raw sewage
- (6) Installing/removing/cleaning air filters
- (7) Insulating in confined areas
- (8) Working in crawl space with dirt floor

### RECONSTRUCTION AND CONSTRUCTION PREMIUMS

Clauses 18.2(a) and 18.2(b) of the collective agreement covering employees of former CUPE, Local 2052 of former School District No. 80 (Kitimat) shall continue to apply to all employees who are currently receiving the reconstruction and construction premium under these clauses. The parties shall confirm this list of employees in a signed off document which will become Attachment "A" of this Collective Agreement.

Clause 18.2 (a) and (b) are as follows:

It is agreed that in addition to the rates of pay set forth in Schedule A and Schedule B the following premiums shall apply when applicable:

- |                    |                 |
|--------------------|-----------------|
| (a) Reconstruction | \$1.00 per hour |
| (b) Construction   | \$1.25 per hour |

### ATTACHMENT "A"

Employees entitled to the premium

#### **Construction and Reconstruction**

|                    |    |                  |   |    |
|--------------------|----|------------------|---|----|
| Amaral, Antonio    | C  | Pacheco, Roger   | * | ** |
| Amaral, Eduarda    | C  | Palumbo, Shirley | C |    |
| Astle, Bruce, C.   | ** | Silva, Maria A.  | C |    |
| Carvalho, Floriano | C  | Viveriros, Maria | C |    |
| Durocher, Gerald   | C  |                  |   |    |
| Durocher, Margaret | C  |                  |   |    |
| Furtado, Carlos    | C  |                  |   |    |
| Losier, Claude     | C  |                  |   |    |
| Luis, Manual A.    | ** |                  |   |    |
| Melo, Fernanda     | C  |                  |   |    |

#### **Legend**

- \* Reconstruction
- \*\* Construction
- C Reconstruction/Custodial Refinishing



LETTER OF UNDERSTANDING #1

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

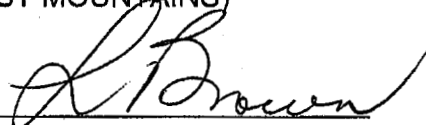
Re: French Monitor

The parties agree that at the discretion of the Board, a French Monitor, as provided and funded by the Government of Canada, may be hired for the school year, with the following provisions:

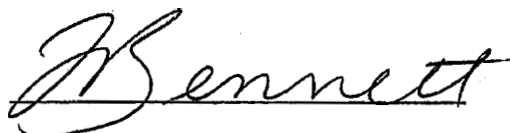
1. The job posting provisions of the Collective Agreement are waived.
2. The successful applicant(s) will be hired as casual employee(s)
3. Wages, weekly hours of work and vacation pay shall be as specified in the Monitor Program.
4. The employee(s) shall acquire paid sick leave as per Article 21 of the Collective Agreement.
5. Article 19, Statutory Holidays, shall apply.
6. The benefits of Article 25 shall not apply.
7. The employee(s) shall not acquire seniority while funded by the Monitor Program.
8. This agreement may be ended by either party by giving written notice to the other party. However, this agreement shall only expire on the June 30 after notice has been received.

SIGNED THIS fifth DAY OF October, 2007

FOR AND ON BEHALF OF:  
SCHOOL DISTRICT NO. 82  
(COAST MOUNTAINS)

  
\_\_\_\_\_

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2052

  
\_\_\_\_\_

LETTER OF UNDERSTANDING #2

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Helper – Lavern Chinn

It is agreed that the following conditions prevail for the position of HELPER – Lavern Chinn included in Article 3.03 of the Collective Agreement:

The School District agrees that if any of the duties performed by the HELPER become essential to the operation of the School District, those duties will be assigned to Union Personnel.

The School District agrees that essential duties will not be assigned to the HELPER in preference to assigning those duties to Union members.

Article 3.03 - (EXCLUSIONS) of the Collective Agreement is hereby amended to include the position of: HELPER - Lavern Chinn.

SIGNED THIS fifth DAY OF October, 2007

FOR AND ON BEHALF OF:  
SCHOOL DISTRICT NO. 82  
(COAST MOUNTAINS)

L. Brown

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2052

B. Bennett

## LETTER OF UNDERSTANDING #3

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

### Re: Unbumpable Positions

The parties agree to the following criteria for designating Special Services Assistants who cannot be bumped, pursuant to Article 16.04.

Where a student is identified by management as meeting one of the following criteria, a regular Special Services Assistant assigned to that specific student will be designated for the school year as non-bumpable.

1. The student meets the Ministry's Special Education Services Manual of Policies, Procedures and Guidelines, category 119 (attached as "Appendix A"), definition as having multiple disabilities.
2. The student requires a Special Services Assistant who will need child-specific training for an extensive time (25 hours consecutive training or more). It is understood that when the student is new to the district the 25 hours training may be spread over ten months. For example:
  - Extensive orientation and mobility training.
  - Extensive training in behavioral management, particularly as it relates to the health and safety of others.
  - Extensive training in augmentative communication.
3. The student requires a Special Services Assistant who will be required to provide medical procedures to the student which, if inappropriately administered, could result in life threatening health hazards to the student.
4. The student has a specific expressive communication disability, as identified by the speech language pathologist, and the student has established a rapport with the Special Services Assistant and if that relationship was disrupted it could have a substantial detrimental affect on the educational progress of the student, as determined by the Integration Support Teacher in consultation with the School based team.
5. When the employer posts a vacancy for a Special Services Assistant which the employer designated for the school year as non-bumpable, any special training requirements will be stated on the posting.

6. The determination of whether or not a specific student needs the same SSA on a continuing basis shall be made by the Director of Student Support Services on the advice of a Qualified/School Psychologist. The recommendation of the Psychologist shall be provided to the Union at the time a position is deemed unbumpable.

SIGNED THIS fifth DAY OF October, 2007

FOR AND ON BEHALF OF:  
SCHOOL DISTRICT NO. 82  
(COAST MOUNTAINS)

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2052

R Brown

J Bennett

LETTER OF UNDERSTANDING #4

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

and

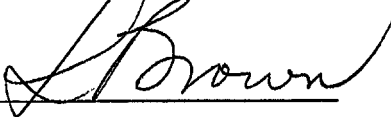
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Seniority Dates

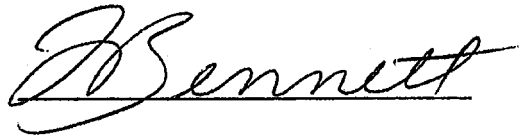
Should there be a tie in seniority dates, alphabetical order of the employee's surname at date of hire shall be used as a tiebreaker.

SIGNED THIS fifth DAY OF October, 2007

FOR AND ON BEHALF OF:  
SCHOOL DISTRICT NO. 82  
(COAST MOUNTAINS)



CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2052



LETTER OF UNDERSTANDING #5

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

and

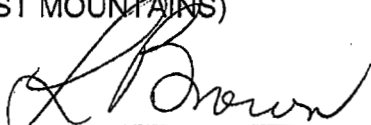
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Theatre Employees in Kiltimat

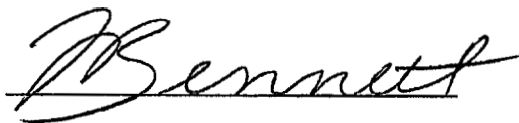
It is agreed that the work that is currently being performed in the Mount Elizabeth Theatre by bargaining unit employees shall continue to be performed by bargaining unit employees.

SIGNED THIS fifth DAY OF October, 2007

FOR AND ON BEHALF OF:  
SCHOOL DISTRICT NO. 82  
(COAST MOUNTAINS)



CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2052



LETTER OF UNDERSTANDING#6

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Scheduled Work Week

In the event the school district implements a four-day instructional week, employees shall normally work a scheduled work week of, four (4) days per week, with the option of working any approved extra hours as per Article 17.09 – Assignment of Extra Work.

In these circumstances the extra work performed shall be paid at regular rates of pay and overtime rates shall apply on Saturdays and Sundays as per Article 18.01 (b) and (c).

Overtime rates shall still apply after a regular workday as per Article 17.01 and 18.01.

It is understood that when employees work a scheduled work week, in these circumstances, that sick leave shall accumulate on an average of five (5) days per week as per the example on the attached Addendum A and vacation entitlement for twelve (12) month employees shall be granted on an average of five (5) days per week as per the attached addendum. Vacation entitlement for ten (10) month employees shall be paid out as per the attached addendum.

It is further understood, in these circumstances, that when an employee takes a sick day the employee will be paid for the hours they work in that day and when an employee takes vacation leave the employee shall be paid as if they are working.

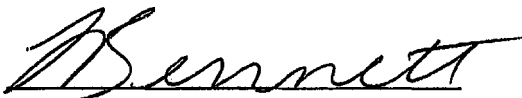
This letter of understanding is only in effect during a four-day instructional week and it is understood that the plain language of the collective agreement shall apply in the event a five-day instructional week is re-implemented.

SIGNED THIS fifth DAY OF October, 2007

FOR AND ON BEHALF OF:  
SCHOOL DISTRICT NO. 82  
(COAST MOUNTAINS)



CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2052



LETTER OF UNDERSTANDING#7

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

Re: Qualifications

The Board and the Union agree to establish a joint committee to review the qualifications required for each classification of CUPE employees. It is not intended that this work replace the mandate of the Joint Job Evaluation Committee, but that the review committee will be informed by the job descriptions agreed to by the JJEC and use them as appropriate to determine the qualifications necessary for positions.

The committee should complete its work within eight (8) months of the ratification of this agreement.

It is agreed that, as part of this process, the committee will review any procedures whereby employees are "deemed qualified",

The committee shall be further mandated to develop evaluation instruments, based on agreed-to-job descriptions, for all CUPE positions and to develop a protocol for the evaluation of CUPE employees which specifies when evaluations shall be done and who the evaluators may be.

It is further agreed that CUPE attendance at meetings to discuss the above will be on a paid basis for up to three (3) representatives.

SIGNED THIS fifth DAY OF October, 2007

FOR AND ON BEHALF OF:  
SCHOOL DISTRICT NO. 82  
(COAST MOUNTAINS)

L. Brown

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2052

B. Bennett



ATTACHMENT " A REFERRED TO AS THE CONSOLIDATION AGREEMENT

This attachment **has** been incorporated into the Contract.

ATTACHMENT "C" AS REFERRED TO IN ARTICLES 19.02; 22.07

| Name                  | Name                   |
|-----------------------|------------------------|
| Amaral, Antonio       | Martyres, Zemira       |
| Amaral, Eduarda       | Mayer, Kathy           |
| Astle, Bruce          | Melo, Fernanda         |
| Beattie, Lucy         | Muchalla, Tripta       |
| Beeson, Lynne         | Pacheco, Roger         |
| Bliss, Wendy          | Palumbo, Shirley       |
| Brady, Monica         | Phelan, Patricia M.    |
| Carvalho, Floriano M. | Pierce, Jean Christine |
| Da Costa, Cynthia     | Rejczak, Emilia        |
| Davis, Joan C.        | Rinquinha, Anastasia   |
| Dillabough, Elnora    | Ross, Laurel, J.       |
| Drinkwater, Elaine    | Schmidtke, Regine      |
| Durocher, Gerald      | Shaw, Nina R.          |
| Durocher, Margaret    | Silva, Maria A.        |
| Field, Ellen          | Smith, Merina          |
| Fosi, Lea A.          | Vilness, Trudy         |
| Furtado, Carlos       | Viveiros, Maria        |
| Gutierrez, Socorro    | Waddell, Elizabeth     |
| Gutknecht, Terry      | Wink, Gabrielle        |
| Hartmann, Rosa        | Zielinski, Rosemary    |
| Hone, Patti           |                        |
| Horwood, Brenda       |                        |
| Janes, Madonna        |                        |
| Krevenchuk, Maria     |                        |
| Losier, Claude        |                        |
| Luis, Manuel A.       |                        |
| Maier, Wilma Lee      |                        |

**Addendum A**

**Chart 1**

**Example of Vacation Entitlement 12-month employees:**

| Monday | Tuesday | Wednesday | Thursday | Friday | Hours | Weeks |
|--------|---------|-----------|----------|--------|-------|-------|
| 8      | 8       | 8         | 8        | 0      | 32    | 1     |
| 8      | 8       | 8         | 8        | 0      | 64    | 2     |
| 8      | 8       | 8         | 8        | 0      | 96    | 3     |
| 8      | 8       | 8         | 8        | 0      | 128   | 4     |

**Chart 2**

| Monday | Tuesday | Wednesday | Thursday | Friday | Hours | Weeks |
|--------|---------|-----------|----------|--------|-------|-------|
| 6.4    | 6.4     | 6.4       | 6.4      | 6.4    | 32    | 1     |
| 6.4    | 6.4     | 6.4       | 6.4      | 6.4    | 64    | 2     |
| 6.4    | 6.4     | 6.4       | 6.4      | 6.4    | 96    | 3     |
| 6.4    | 6.4     | 6.4       | 6.4      | 6.4    | 128   | 4     |

**Chart 3**

|              |                                     |  |   |
|--------------|-------------------------------------|--|---|
| <b>Sept.</b> | <b>Oct.</b>                         | <b>Nov.</b>  | <b>December</b>                             |
|              |                                     |  | Christmas Break: vacation pay as if working |
| <b>Jan.</b>  | <b>Feb.</b>                         | <b>March/April</b>   |   |
|              |                                     | Spring Break: vacation pay as if working; pay out balance as % |   |
| <b>May</b>   | <b>June</b>                         |  |   |
|              | pay out of balance of vacation as % |  |   |

**Sick Leave Accumulation**

Sick leave accumulation shall be based on Chart 2, that is the one and half (1%) days that an employee accumulates each month equals the average hours per five (5) day period, or in the example case of Chart 2, 9.6 hours per month.

## APPENDIX “A”

### School District 82 (Coast Mountains)

#### Board Policy

#### 3605: Harassment

##### Policy

The Board recognizes the right of all employees to work, conduct business and otherwise interact (associate) free from harassment or sexual harassment.

The Board encourages employees to resolve complaints of harassment at the work site with the agreement of the complainant.

##### Definitions

- **Harassment** includes any offensive statement or behaviour which falls under one of the prohibited grounds of the *Human Rights Act*, specifically: race, national or ethnic origin, colour, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted.

The definition of **sexual harassment** includes:

- Any comment, look, suggestion, physical contact, real or implied action of a sexual nature, which creates an uncomfortable working environment for the recipient, made by a person who knows, or ought reasonably to know such behaviour is unwelcome; or
- any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- an implied promise of reward for complying with a request of a sexual nature; or
- a sexual advance made by a person in authority over the recipient that includes or implies a threat, or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or threat of reprisal made after a sexual advance is rejected.

The definition of **personal harassment** includes:

- Any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome: or
- objectionable conduct, comment, material, or display made on either a one time or continuous basis, that demeans, belittles, intimidates, or humiliates another person; or

- the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- such misuse of power of authority as intimidation, threats, coercion, and blackmail.

The definition of harassment, both personal and sexual, **does not** includes:

- routine supervision
- performance evaluations
- imposition of appropriate discipline
- a request or directive to do something that a reasonable person would consider reasonable as part of a job function
- lack of friendliness
- an apparent grumpy response
- denial of a request for time *off*
- other routine day-to-day interaction between an employer and an employee.

A **complainant** is the recipient of, and makes a complaint of, harassment.

A **respondent** is the alleged harasser.

**Procedural fairness** means that all employees have a right to:

- make complaints
- be informed of complaints against them
- be informed of remedial actions taken
- a fair hearing
- a full investigation of complaints
- confidentiality
- a representative of their choice when they are in the position of complainant or respondent

An **investigator** is normally a management individual. This person will have training or experience in investigating complaints of harassment and is well respected by both management and union members.

**Confidentiality:** Every effort will be made to keep the details of the complainant and subsequent records of an investigation confidential. One year after all actions following the investigation are complete (i.e. discipline, grievances, arbitration) the file of interview notes will be destroyed.

**Freedom of Information Legislation** requires that any person who requests information has the right to:

- all information said by him/her
- anything said about him/her but not who said it.

**Mediation** occurs when a neutral third party (not the investigator) provides a structured process to assist the complaint and respondent to arrive at a mutually acceptable resolution to the complaint. Mediation can be successful if--

- \* there is not a power imbalance between the two parties (either or both parties can have a silent advocate to ensure a balance of power)
- both parties are willing to mediate and agree on a mediator.

**Vexatious complaints** occur when an individual makes a complaint with malicious intent or when a complaint is made that the person knows or ought reasonably to know is neither personal or sexual harassment.

### **Process of Making a Complaint**

Any employee who reasonably believes that he/she has been harassed, either personally or sexually, has the right to make a complaint. The complaint process follows three steps:

#### **Step 1 : Informal Resolution Procedure**

1. The complainant, if comfortable with an informal resolution procedure, may choose to speak or correspond directly with the alleged harasser to express his/her feelings about the situation.
2. Before proceeding to Step 2, the complainant may approach his/her administrative officer, Union rep or other contact person to discuss potential means of resolving the complaint and to request their assistance in mediating the complaint,
3. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
4. All discussions at Step 1 are completely off the record. Discussions during Step 1 cannot lead to any disciplinary action against the complainant or the respondent.
5. If resolution is reached between complainant and respondent in Step 1, the resolution should be written up and signed by both who will be the only parties to retain copies of the resolution.

6. The Board may advise the respondent of the expectations of behaviour outlined in Board Policy in a neutral, non-disciplinary manner.
7. This correspondence will not form part of the respondent's personnel file. Sending of the correspondence can be referred to as proof that the respondent has been advised about the standard of conduct.

## **Step 2: Filing of a Complaint**

1. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution has been reached, or an agreement for resolution has been breached by the alleged harasser, a written complaint may be filed by the complainant with the Superintendent of Schools. In the event the Superintendent of Schools is involved either as the complainant or alleged harasser, the complaint shall be filed in writing with the Chairperson of the Board of Trustees.
2. The form of the complaint of Step 2 should include specific behaviours which form the basis of the complaint and the definitions of sexual/personal harassment that may apply. The form of the complaint will in no way restrict the investigation or its conclusions.
3. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
4. In the event the Superintendent of Schools is involved either as the complainant or alleged harasser, the complainant shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the individual or their local as the case may be, who shall proceed to investigate the complaint in accordance with Step 3 and report to the Board.

## **Step 3: Investigation of a Complaint**

1. The Superintendent of Schools will appoint a member of management personnel who has training and/or experience in investigating complaints of harassment. Where, in the opinion of the Superintendent of Schools, a suitably trained and experienced member of management personnel is not available, an outside third party suitably trained and/or experienced in investigating complaints of harassment may be appointed.
2. The complainant may request that the investigator be of the same gender as the Complainant and where practicable the request will be honoured.
3. The Complainant and respondent have the right to representation when being interviewed as part of the investigation.
4. The complainant has the right to a thorough and unbiased investigation, which shall take place within ten (10) working days of the time of filing of the complaint, unless otherwise agreed to by the parties (the complainant and the Superintendent of Schools or designate).

5. The complainant has the right to be informed of remedies taken.
6. Where remedies involve disciplinary action against the respondent the complainant has only the right to be informed that disciplinary action was or was not taken.

#### **Step 4: Remedies**

- Where the investigation determines that harassment has taken place remedies available to the complainant include but are not limited to the following:
- (a) reinstatement of sick leave used as a result of the harassment;
  - (b) any necessary counseling where Employee Assistance Plan (EAP) services are fully utilized or where EAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - (c) redress of any career advancement or success denied due to the negative effects of the harassment;
  - (d) recover of other losses and/or remedies which are directly related to the harassment.

#### **Vexatious Complaints**

When the investigation determines that harassment has not taken place and the complaint was made vexatiously, the investigator will report to the Superintendent of Schools. The investigator may make recommendations to the Superintendent of Schools regarding appropriate disciplinary action to be taken.

#### **Harassment and Sexual Harassment Awareness Programs**

The Board will make available to all new employees (both those covered by Collective Agreements and excluded staff) a workshop in recognizing and responding to personal and sexual harassment.



## APPENDIX “B”

Letter of Understanding (LOU)  
Between

BC Public School Employers’ Association  
And

School Boards who are Signatories to this LOU  
And

Support Staff Unions who are Signatories to this LOU

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

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

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

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

### **Term**

July 1, 2006 to June 30, 2010

### **General Wage Increase**

July 1, 2006 2%

July 1, 2007 2%

July 1, 2008 2%

July 1, 2009 2%

### **Incentive Payment**

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

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

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

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

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

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

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

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

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

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

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

### **Apprenticeship Opportunities Funding**

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

### **Apprentice Sponsor Funding**

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding, set out below), to provide a wage increase to all employees with Trades Qualifications:

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

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

### **Workforce Adjustment Committee Funding**

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

### **Labour Market Adjustment Fund**

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
  - i. Demonstrating evidence of recruitment or retention difficulties;
  - ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer **has** recruited from;

- iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
- iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
- v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

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

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

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

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

### Trades Adjustment

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

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

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

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

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

### **Education Assistants Committee**

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

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

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1, in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.
31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
  - a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or

b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

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

### **Fiscal Dividend**

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

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

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

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

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

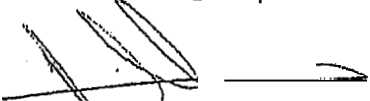
The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

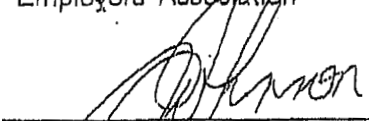
- 1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.
- 1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 - June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:
  - All leaves with pay
  - Maternity and parental leave
  - All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010



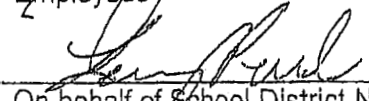
The undersigned parties have agreed to the terms of this letter of understanding:

  
\_\_\_\_\_  
On behalf of BC Public School  
Employers' Association

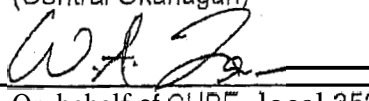
May 22/06  
Date

  
\_\_\_\_\_  
On behalf of Canadian Union of Public  
Employees

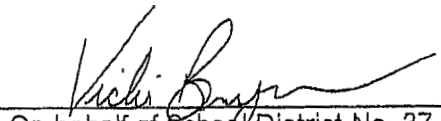
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On behalf of School District No. 23  
(Central Okanagan)

May 22/06  
Date

  
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On behalf of CUPE, local 3523

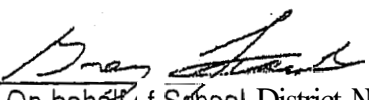
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On behalf of School District No. 37  
(Delta)

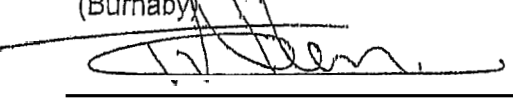
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On behalf of CUPE, Local 1091

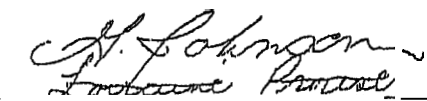
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On behalf of School District No. 41  
(Burnaby)

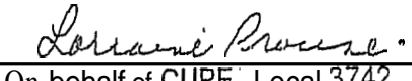
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On behalf of CUPE, Local 379

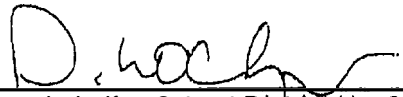
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On behalf of School District No. 57  
(Prince George)

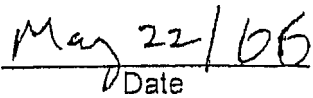
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On behalf of CUPE, Local 3742

May 22/06  
Date



On behalf of School District No. 62  
(Sooke)

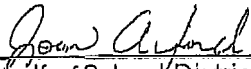


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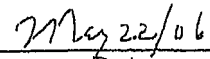


On behalf of CUPE, Local 459

Date



On behalf of School District No. 63  
(Saanich)

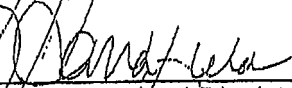


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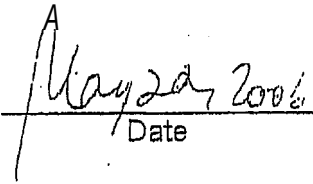


On behalf of CUPE, Local 441

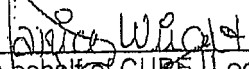
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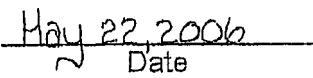
On behalf of School District No. 71  
(Comox Valley)



Date

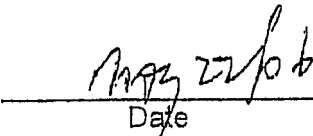


On behalf of CUPE, Local 439



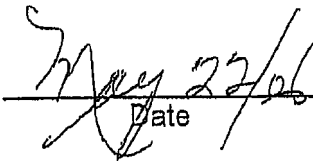
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On behalf of School District No. 79  
(Cowichan Valley)




Date

On behalf of Canadian Union of Public  
Employees, Local 606



Date

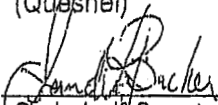
The undersigned parties have agreed to the terms of this letter of understanding:

  
\_\_\_\_\_  
On behalf of BC Public School  
Employers' Association

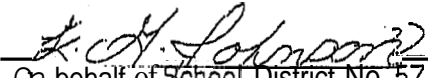
May 22/06  
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On behalf of School District No, 28  
(Queensl)

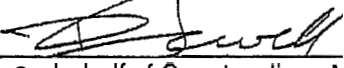
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On behalf Construction, Maintenance  
and Allied Workers', Local 2545

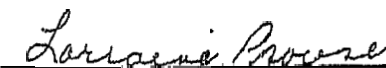
May 22, 2006  
Date

  
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On behalf of School District No, 57  
(Prince George)

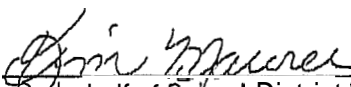
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On behalf of Construction, Maintenance  
and Allied Workers', Local 2106


May 22/06  
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On behalf of CUPE, Local 3742

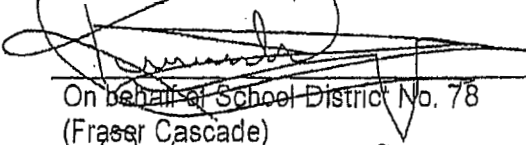
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On behalf of School District No. 59  
(Peace River South)

May 22/06  
Date

  
\_\_\_\_\_  
On behalf of Construction, Maintenance  
and Allied Workers', Local 1237

May 22/06  
Date

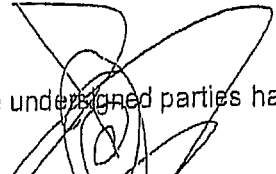
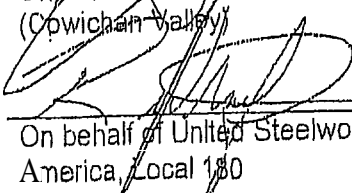
  
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On behalf of School District No. 78  
(Fraser Cascade)

May 22/06  
Date

\_\_\_\_\_  
and Allied Workers', Local 2423

May 22/06  
Date

The undersigned parties have agreed to the terms of this letter of understanding:

  
\_\_\_\_\_  
On behalf of School District No. 79  
(Cowichan Valley)  
  
\_\_\_\_\_  
On behalf of United Steelworkers' of  
America, Local 180

May 22/06  
Date

May 22/06  
Date

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