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# COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 93  
(LE CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-  
BRITANNIQUE)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4227  
(LE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE, SECTION  
LOCALE 4227)

EXPIRES JUNE 30, 2010

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ARTICLE 1 – PURPOSE OF THE AGREEMENT

It is the purpose of both parties of this Agreement:

- (a) To maintain harmonious relations between the Employer and the Union and provide settled conditions of employment;
- (b) To recognize the mutual value of joint discussions and negotiations;
- (c) To encourage efficiency in operations; and
- (d) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The parties agree that right and responsibility to manage and operate the district is' the exclusive responsibility of the employer except as limited within this Collective Agreement or within applicable legislation.

ARTICLE 3 – HUMAN RIGHTS

3.01 No Discrimination

The Employer agrees that there should be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, lay-off, discipline, discharge or otherwise by reason of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex sexual orientation, age, or as defined by the *B.C. Human Rights Code*, nor by reason of membership in the Union.

3.02 Harassment

The Employer and the Union recognize the right of employees to work, learn, conduct business, and otherwise associate in an environment that is free from sexual or personal harassment.

- (a) Sexual harassment is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the person experiencing the harassment.

- (b) Personal harassment is defined as:
- (i) Any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know could be unwelcome; or
  - (ii) Objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates or humiliates another person; or
  - (iii) 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
  - (iv) Such misuses of power or authority as intimidation, threats, coercion or blackmail.
- (c) Where an employee believes that she/he has been subjected to harassment as defined under this article, the employee shall submit a written complaint to the superintendent or designate identifying the alleged harasser and detailing the specific behaviour or comments which are alleged to be harassment.
- (d) The superintendent or designate shall take appropriate action to address the complaint. Such action will include a review of the complaint by a trained or experienced person who may recommend mediation, a more detailed investigation into the allegations, and/or dismissal of the complaint. Such a complaint shall be filed within 12 (twelve) months of the behaviour or comment giving rise to the complaint.
- (e) An employee who is not satisfied with the outcome of their complaint may file a grievance at Step 3 of the Grievance Process, provided that the subject of the grievance has not been the issue in another dispute or grievance.

#### ARTICLE 4 – UNION RECOGNITION

##### 4.01 Recognition

The Board recognizes the Canadian Union of Public Employees, Local 4227, as the sole and exclusive collective bargaining agent for the negotiations of all terms and conditions of employment of all employees within the bargaining unit for which CUPE Local 4227 is established as the bargaining agent pursuant to Section 142 of the *Labour Relations Code*.

4.02 No Other Agreements

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

4.03 All Employees to be Members

Within one (1) week of signing this agreement, all employees of the employer shall as a condition of employment become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

4.04 Dues Check-Off

The Employer agrees to the check-off of all Union dues and assessment levied in accordance with the Constitution and By-laws of the Union. The Union agrees as to advise the Employer of the amount of such union dues and/or assessment, as may be determined from time to time by the said union. The Employer, upon receipt of such advise from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with the list of those employees from whom such deductions were made, as well as their monthly total earnings. Such deductions are to be remitted to the National Secretary-Treasurer and a copy shall be forwarded to the Secretary-Treasurer of the Local no later than the 15<sup>th</sup> day of the following month.

ARTICLE 5 – NEGOTIATIONS AND ADMINISTRATION OF THE COLLECTIVE AGREEMENT

5.01 Negotiations Committee

- (a) A Negotiations Committee shall be appointed by each party and shall consist of not more than four (4) members appointed by the Employer and four (4) members appointed by the Union.
- (b) Up to two (2) employees who are representatives of the Union shall have the privilege of attending, without loss of pay, meetings between the Union and the Board (or its representatives) held during working hours to negotiate this Collective Agreement or subsequent agreements.

5.02 Consultation Committee

- (a) The parties shall appoint a Consultation Committee composed of two (2) appointees of the Employer and two (2) appointees of the Union.
- (b) On the request of either party, the parties shall meet at least once every two (2) months during the school year for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by the agreement.
- (c) The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues.
- (d) Any representative of the Union on this Committee, who is in the employ of the Employer, shall have the right to attend meetings of the Committee held within working hours without loss of pay.

5.03 CUPE Representation

The Union shall have the right at any time to have the assistance of the representative of the Canadian Union of Public Employees or any other advisers when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premise in order to deal with any matters arising out of this Collective Agreement.

5.04 Recognition of Shop Stewards

- (a) The Employer recognizes the Union to select stewards to represent employees.
- (b) The Union agrees to provide to the Employer a list of the employees designated as stewards and committee members.
- (c) A steward shall obtain permission from her supervisor before leaving work to perform the duties of steward and such permission shall not be unreasonably withheld.
- (d) Stewards shall be released from duties without loss of pay to perform the following duties:
  - (i) Presenting grievances under Article 10; and
  - (ii) Attending disciplinary meetings under Article 6.02; and

- (iii) Attending meetings at the request of the Employer or meeting Employer representatives pursuant to the operations of this Collective Agreement.

## ARTICLE 6 – DISCHARGE, SUSPENSION AND DISCIPLINE

6.01 The Employer may discipline any employee for just and reasonable cause.

6.02 Right to Have Steward Present

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

6.03 Notification to Union

The employee and the Union will receive a copy of any written warning, suspension, or termination letters within a reasonable time.

## ARTICLE 7 – NEWEMPLOYEES

7.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and dues check-off. The Employer shall also provide new employees with a copy of the Collective Agreement and any materials as the Union may provide.

## ARTICLE 8 – PERSONNEL RECORDS

8.01 Access to File

An employee shall have the right, at a mutually convenient time, to have access to and review her personnel record in the presence of Human Resources staff. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

8.02 No evidence from the employee's record may be introduced as evidence in any hearing of which the employee would not be aware at the time of filing.



8.03 An employee shall have the right to make copies of any material contained in her personnel record.

8.04 Personnel files shall be in the custody of the Human Resources Department and shall not be accessible to other than appropriate administrative officials.

8.05 Clearing of Record

The Employer agrees to remove from an employee's personnel record any adverse letter twenty-four (24) months from the date of the letter provided there has been no further discipline action.

ARTICLE 9 – COMMUNICATIONS

9.01 The Board shall provide to the Union at the time of distribution:

- (a) Notification of job postings;
- (b) Public agendas and minutes of all Board meetings and all attachments as are provided to the public.

9.02 Upon request, the Union shall be provided with the following information within a reasonable time frame not to exceed ten (10) days:

- (a) A copy of all prepared information of a public nature. This includes annual financial reports, audits, budgets, preliminary and final fiscal frameworks, and statements of final determination.
- (b) Not more often than twice per year, employee information, including a list of employees covered by this Agreement, showing their names, addresses, phone numbers, classification, seniority, school and position.
- (c) Other information, which the Union reasonably requires to fulfill its role as the exclusive representative of employees in the administration of this Collective Agreement. In case of a dispute regarding what other information is required by the Union, the matter may be referred to expedited arbitration for resolution.

9.03 The Employer shall provide the Union with a copy of staff changes at the time such notification is provided to the Payroll Office.

9.04 Correspondence

Any correspondence arising out of this Agreement shall pass to and from the Superintendent or designate and the President of the Union or designate.

9.05 Bulletin Boards

The Employer shall provide bulletin boards in all offices upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such bulletin boards shall be placed in a prominent place for all employees to see.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Definition

A grievance is any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitral. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work, or any reduction in production or service.

10.02. Procedure

Step 1: Within twenty (20) working days from the date of the incident prompting the grievance or from the date the employee became aware or could reasonable have become aware of the incident, the employee shall discuss the matter with her supervisor. If the employee so desires, a Shop Steward may be present during discussions at this Step. The supervisor shall have five (5) working days to reply.

Step 2: If no settlement is reached at Step 1, the Union shall submit the grievance in writing to Human Resources within five (5) working days of the discussion at Step 1. The Director and/ or designate shall meet with the aggrieved employee and a maximum of two (2) Union representatives, within ten (10) working days of receipt of the grievance.

Step 3: If no settlement is reached at Step 2, the Union shall submit the grievance in writing to the Superintendent within five (5) workings days of the discussion at Step 2. The Superintendent and/or a maximum of two (2) designates shall meet with the aggrieved employee and a maximum of two (2) Union representatives within ten (10) working days of the receipt of the grievance.

Step 4: If no settlement is reached at Step 3, the grievance may be referred to arbitration. The party referring the grievance to arbitration shall give notice to the other party in writing within thirty (30) working days of the last meeting at Step 3. The parties shall agree upon an arbitrator within ten (10) working days of such notice.

Arbitration – Single Arbitrator

A single arbitrator shall hear all grievances unless the parties mutually agree to submit a grievance to a three-person arbitration board. Each party shall pay one-half (1/2) of the cost of the arbitrator.

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

The decision of the arbitrator shall be final and binding on all parties, but in no event shall the arbitrator 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 arbitrator to clarify the decision, which she shall do as quickly as possible.

Arbitration – Board

Upon mutual agreement, the parties may use an arbitration board. Each party shall pay:

- the fees and expenses of the arbitrator it appoints;
- one-half (1/2) of the fees and expenses of the Chair

Within five (5) days of notice under Step 4 above, each party shall name an arbitrator to the arbitration board and notify the other party of the name and address of its appointee. Such nominees shall try to select a third member who shall be chairperson.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within five (5) days, the appointment shall be made by the Director of the Collective Agreement Arbitration Bureau upon request of either party.

An arbitration board shall have the same powers as a single arbitrator

10.03 Extension of Time Limits

The parties may, by mutual agreement in writing, extend the time limits established above, provide such extension is requested prior to the expiry of the time allowed.

10.04 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs or discharge of an employee occurs, or where the Board has a grievance, such grievance may be processed commencing at Step 3, provided the grievance is submitted within sixty (60) working days from the date of the party became aware or could reasonably have become aware of the incident prompting the grievance.

ARTICLE 11 – SENIORITY

11.01 Primary Seniority

- (a) Seniority is defined as the length of service with the Conseil Scolaire Francophone de le Colombie-Britannique and seniority with a previous school board in British Columbia so long as the employee was employed in Programme Cadre with the previous school board immediately preceding employment with the CSF.
- (b) Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application.

11.02 Secondary Seniority

- (a) After working sixty (60) shifts in a twelve (12) month period, temporary and casual employees shall accumulate seniority for each shift worked. For the purposes of secondary seniority, shift will be defined as any day for which an employee has received wages for time worked.
- (b) Secondary seniority shall be used for applying for a posted position. An employee who has secondary seniority and who applies for a posted position shall be considered after regular employees and prior to outside applicants.

Seniority Lists

- (a) The Employer shall maintain a seniority list for regular employees showing the current classification and the date upon which each employee commenced service.
- (b) The Employer shall maintain a secondary seniority list for temporary and casual employees showing the amount of shifts worked effective December 31, of each year.
- (c) Up-to-date seniority lists shall be sent to the Union in January of each year.

11.03 Loss of Seniority

The seniority of a regular employee shall be lost and all rights forfeited and there shall be no obligation to rehire when she:

- (a) resigns or retires;
- (b) is discharged for just cause and is not reinstated;
- (c) is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
- (d) fails to return to work upon expiration of leave of absence without notifying the Employer unless such notice was not reasonably possible;
- (e) receives severance pay or is laid off for a period of two (2) years or more.

Secondary seniority will be lost and all rights forfeited and there shall be no obligation to rehire when she:

- (a) resigns or retires;
- (b) is discharged for just cause and is not reinstated;
- (c) has not been called to work during any twelve (12) calendar month period;
- (d) refuses, or is not available, to report for work five (5) times within a twelve (12) month period unless such unavailability had been previously arranged with the Employer or for reasons beyond the employee's control.

11.04 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority for a period of twelve (12) months.

Such employee shall have the right to compete for posted vacancies within the bargaining unit during this twelve (12) month period. The employee shall not accrue seniority during the period of her appointment to a position outside the bargaining unit.

ARTICLE 12 – STAFF CHANGES

- 12.01 When the Employer determines a vacancy exists for a regular position, such vacancy shall be posted at all worksites for a minimum of seven (7) working days.
- 12.02 Postings shall contain the job title/classification; location (where applicable); duties; required qualifications; rate of pay; and hours of work.
- 12.03 Temporary vacancies in excess of thirty (30) working days shall be posted. When a temporary position occupied by a regular employee ends, the employee shall revert to her regular position.
- 12.04 In filling vacancies, the qualifications, experience, skill and ability of the employee concerned shall be the primary consideration. Where two (2) or more employees are qualified to fill the position applied for, seniority shall be the determining factor.
- 12.05 All appointments to regular positions shall be for a trial or probationary period. If an extension of the trial or probationary period is required, it shall be by mutual agreement between the Employer and the Union.
- (a) Employees shall serve a probationary period of three (3) months during their initial appointment to a regular position. After successfully completing a probationary period, regular employees will serve a trial period of three (3) months in all subsequent appointments.
  - (b) Employees appointed to a posted temporary vacancy will serve a trial period of three (3) months or less if the vacancy is less than three (3) months.
  - (c) In the event the successful applicant proves unsatisfactory in the position during the trial period, she shall be returned to her former position, wage

or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions should also be returned to her former position, wage or salary rate, without loss of seniority.

- 12.06 When the hours of part-time positions are increased by more than twenty-five percent (25%), the positions shall be posted.

When the hours of a part-time position are increased by twenty-five percent (25%) or less, the incumbent shall be offered the additional hours as long as a scheduling conflict does not exist. Should the incumbent choose, however, she may accept reassignment to the spare board, in which case the position will be posted at the increased hours.

In the case of teacher assistants, the “incumbent” will be the teacher assistant who clearly is the primary service provider for a specific student or group of students.

Where regular teacher assistant hours are added to a school such that these hours do not increase the hours of an incumbent, then the additional hours will be offered to the most senior qualified teacher assistant in the program in the school. The most senior qualified teacher assistant must presently have a schedule that will not be in conflict with the required scheduling of the additional hours so that the additional hours best meet the needs of the student or program.

- 12.07 By mutual agreement between the Employer and the Union, an employee may be transferred from one position to another in the same classification if it is considered the employee can better serve the Employer in the new situation, or where it is proven that a move will be beneficial to the employee.

#### ARTICLE 13 - LAYOFF, BUMPING, RECALL AND SEVERANCE

- 13.01 A layoff shall be defined as a reduction in the workforce or a reduction in the weekly normal hours of work of fifteen percent (15%). It is understood that such reduction of hours shall be applied only once in a school year.

In the case of a reduction of fifteen percent (15%), the incumbent has the option to:

- (a) accept the reduction and remain in the position, or
- (b) exercise her seniority rights as outlined below.

13.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, bumping and recall, the governing principle shall be seniority, except as otherwise provided.

13.03 The Employer shall determine which position(s) is/are to be eliminated or reduced in hours. Where positions are of the same classification and not tied to geographic location, the position(s) occupied by the most junior regular employee(s) shall be eliminated or reduced.

13.04 Notice

- (a) In the event of layoff, the Employer shall serve written notice to those regular employees who will be laid off.
- (b) Layoff notice shall be ten (10) working days prior to the effective date of layoff. Employees who have completed three (3) years continuous service shall receive additional notice of five (5) working days; and for each subsequent completed year of continuous service, additional notice of five (5) working days, to a maximum total of forty (40) working days notice.
- (c) Layoff notice shall advise the employee of the right to bump and shall contain a copy of the seniority list with the job titles, locations and work assignments of all employees with less seniority than the employee.

13.05 Bumping

- (a) An employee who has received layoff notice is entitled to bump a more junior employee in any position for which they have the required qualifications, experience, skill and ability to perform the work in question.
- (b) The employee shall exercise the right to bump by informing the Employer of her choice, in writing, within five (5) working days of receiving notice under 13.04 above. Where an employee fails to exercise the right to bump, the right shall be forfeited for that layoff.
- (c) Regular full-time employees may bump full-time or part-time employees. Regular part-time employees may only bump other regular part-time employees or temporary/casual employees. For purposes of this Article, full-time clerical and technical employees are those employees who work a thirty-five (35) hour week and full-time teaching assistants are those employees who work a thirty (30) hour week.



13.06 Recall

- (a) An employee who does not exercise or have available the right to bump or elect to take severance shall be deemed to be on recall. Should an employee opt for severance, she shall be removed from the recall list.
- (b) Such employees shall be recalled to their former position should it become vacant within twelve (12) months from the date of layoff. "Former position" means the last regular position to which the employee was appointed by way of job posting.
- (c) All other positions shall be posted through the normal posting procedures. Employees on recall shall be mailed copies of job postings and are entitled to apply for such vacancies pursuant to Article 12 (Staff Changes). It is the responsibility of the employee to keep the Employer informed of her current address.
- (d) Employees who have been laid off shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits during the recall period by paying the full cost of such benefits to the Employer.
- (e) Recall rights shall be maintained by an employee for a period of two (2) years.
- (f) A recall list of employees by seniority shall be provided to the Union upon request.

13.07 Summer or Temporary/Casual Work

Laid off, school term and regular part-time employees shall be given first opportunity for summer, temporary or casual work up to a maximum of full-time hours provided they have the require qualifications, experience, skill and ability to perform the work in question, have the seniority and there exists no scheduling conflict.

The school board shall, before the end of the school year, seek expressions of interest from the employees for summer work.

13.08 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall into permanent, temporary, or casual work provided they

have the required qualifications, experience, skill, and ability to perform the work in question.

13.09 Severance

- (a) An employee who has received layoff notice has ninety (90) days in which to opt for severance. The employee shall be paid one (1) week pay for each complete year of service to a maximum of eight (8) weeks pay.
- (b) Severance pay shall be calculated based on the hourly wage rate payable at the time of layoff times the number of hours the employee would normally work in a week.
- (c) If an employee opts for severance, the employment relationship is terminated.

ARTICLE 14 – HOURS OF WORK

14.01 The workweek will normally be from Monday to Friday inclusive and will not exceed thirty-five (35) hours per week.

14.02 The workday will operate between 8:00 a.m. and 5:00 p.m.

14.03 An employee is entitled to a fifteen (15) minute paid rest period at the worksite in each of the first half and second half of a full-time shift. An employee working less than a full-time shift shall have one paid rest period during each continuous three-and-one-half (3 ½) hours of regular working time.

14.04 The Board shall give an employee forty-eight (48) hours notice of a change in scheduled hours of work. Failure to provide forty-eight (48) hours notice of such change shall result in the payment of overtime wages for the hours of work included in the notice period in the altered shift.

14.05 Meal Breaks

The Employer must ensure that:

- (a) No employee works more that four (4) consecutive hours without a meal break.
- (b) Each meal break lasts at least one-half (1/2) hour.

- (c) The length of the workday, including the unpaid meal break, shall not exceed eight (8) hours unless the employee consents to a longer meal break.

#### 14.06 Minimum Daily Hours

- (a) The Employer is committed to providing a minimum of four (4) hours of work for a regular employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (b) Exemptions from the four-hour minimum:
  - (i) student/noon hour supervisor.
  - (ii) small schools with fewer than seventy-five (75) students in which case a two-hour minimum will apply.
  - (iii) other positions by mutual agreement.
- (c) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.
- (d) 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.

### ARTICLE 15 – OVERTIME

- 15.01 Overtime is time worked beyond seven (7) hours in a day or thirty-five (35) hours in a week.
- 15.02 All overtime must be authorized in advance by the employee’s supervisor and shall be paid for at the rate of time and one-half for the first two (2) hours per day and double time thereafter.
- 15.03 Overtime shall be on a voluntary basis, however, employees will cooperate in meeting overtime requirements. Overtime shall be shared equally amongst employees in the same classification at the same location.
- 15.04 Employees will not be required to take time off in lieu of overtime payments. In lieu of payment for overtime, a regular employee may be granted time off in lieu. Accrued time off in lieu shall not exceed five (5) regularly scheduled working

days. The time off will be scheduled as mutually agreed by the supervisor and the employee. Any accrued time off in lieu not taken by June 30<sup>th</sup> of each school year will be paid out on the last pay period of the current school year.

Implementation Note:

Board office employees grandparented under Article 14, will not be eligible for overtime until they have worked seven and one-half (7 ½) hours in a day or thirty-seven and one half (37 %) hours in a week.

#### ARTICLE 16 – STATUTORY HOLIDAYS

16.01 All regular full-time employees, who have received wages for fifteen (15) of the thirty (30) calendar days before or after the holiday, shall receive one (1) day off with pay in proportion to their time scheduled on the holidays listed below.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

And also any other statutory holiday as proclaimed by the Federal or Provincial Government or CSF.

16.02 If any of the above-noted statutory holidays falls on an employee's scheduled day off and the employee is eligible for the paid holiday under Article 16.01 above, the employee shall receive another day off with pay at a time mutually agreed upon between the Employer and the employee. This day shall be treated as a statutory holiday.

16.03 Employees who are required to work on a statutory holiday shall be paid double time and receive another day off with pay in lieu of the statutory holiday at a time mutually agreed between the Employer and the employee.

#### ARTICLE 17 – DEFINITIONS

17.01 For the purpose of this Agreement, employee or employees mean a person or person defined as such under the *Labour Relations Code*.

17.02 Regular Employee

Regular employees are those employees who have been assigned to an on-going full or part-time position and who have completed the probation period in accordance with Article 12. Regular employees are entitled to all benefits according to the terms and conditions of the Agreement.

17.03 Temporary and Casual Employees

- (a) Casual employees are those employees who are hired on a day-to-day basis (on-call) in vacancies of less than thirty (30) days.
- (b) Temporary employees are those employees who are assigned to replace regular employees on leave or who are hired for specific projects, for a specific period greater than thirty (30) days but not more than six (6) months unless extended by mutual consent.
- (c) (i) Temporary and casual employees who participate in the Municipal Pension Plan shall be paid ten percent (10%) in lieu of benefits, vacation and statutory holidays.  
(ii) Temporary and casual employees who do not participate in the Municipal Pension Plan shall be paid thirteen percent (13%) in lieu of benefits, vacation and statutory holidays.

17.04 School Term Employees

School term employees are those regular employees who have been assigned to a full or part-time position for the days that students are in attendance. Additional days may be assigned as required.

ARTICLE 18 – VACATION

18.01 Regular Twelve (12) Month Employees

- (a) Annual vacations at regular rate of pay for a regular twelve (12) month employee who has one (1) year of continuous service as at June 30 shall be as follows:  

After one (1) year of continuous service	Three (3) weeks
After seven (7) years of continuous service	Four (4) weeks
After fourteen (14) years of continuous service	Five (5) weeks
After twenty-two (22) years of continuous service	Six (6) weeks

- (b) Employees who have less than one (1) year of continuous service as at June 30 shall receive one and one-quarter (1¼) days for each completed month of service.

18.02 Regular Ten (1) Month Employees

Regular ten (10) month employees shall receive vacation pay each pay period in accordance with the following formula:

Continuous Service

Less than one (1) year	6% of bi-weekly earnings
After one (1) year	6% of bi-weekly earnings
After seven (7) years	8% of bi-weekly earnings
After fourteen (14) years	10% of bi-weekly earnings
After twenty-two (22) years	12% of bi-weekly earnings

18.03 Statutory Holidays during Vacation Periods

The vacation period shall be exclusive of paid statutory holidays to which the employee is entitled under this Agreement.

18.04 Definition of Continuous Service

For the purposes of this Article, continuous service shall be defined as time for which an employee has received pay.

Notwithstanding the above, sick leave excluding leave while in receipt of Long Term Disability benefits, absences covered by Workers Compensation and Union Leave of Absence shall be recognized in calculating continuous service. However, vacation will not be earned during such absences.

18.05 Sick Leave During Vacation

Where an employee on vacation becomes sick and is hospitalized or confined to bed by a qualified medical practitioner, the employee will be granted sick leave for the period of hospitalization or confinement pursuant to Article 19. The employee is required to provide a medical document of proof of the hospitalization or confinement.

## ARTICLE 19 – SICK LEAVE

- 19.01 Sick leave is intended to provide employees with a degree of protection against income loss which would otherwise result because of sickness or non-compensable accident, and is payable for this purpose in accordance with the terms of this Article. Regular employees are entitled to sick leave after completing their probation period.
- 19.02 The unused portion of the employee sick leave shall accrue for her future benefit up to a maximum of one hundred and seventeen (117) days.
- 19.03 An employee shall accumulate sick leave at the rate of one and one-half (1½) days sick leave for every month worked, prorated to hours worked.
- 19.04 Employees will notify their supervisor as soon as possible if they are to be absent from duty because of sickness or accident.

### 19.05 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined. Time off work for their own medical and dental appointments, prescribed treatments is to be deducted from employees' accumulated sick leave.

- 19.06 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) days certifying that she was unable to carry out her duties due to illness.

### 19.07 Illness in the Family

Employees may be granted up to five (5) days leave with pay per year if their presence is required during illness in the immediate family (spouse, children or other dependent relatives living in the employee's household). Such leave of absence with pay shall be deducted from the employee's sick leave bank.

### 19.08 Sick Leave Records

Employees will be advised of their sick leave accumulation annually. Any discrepancies must be reported to Human Resources within ninety (90) days.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Compassionate and Bereavement Leave

- (a) Where a regular employee is required to take leave because of a death in the immediate family, three (3) days shall be granted without loss of pay, if the funeral is to be held in British Columbia. Five (5) days shall be granted without loss of pay if the funeral is held anywhere else in North America.
- (b) Immediate family shall be deemed to include spouse or equivalent, child, parent or legal guardian, spouse's parents or legal guardians, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or grandparent.
- (c) Extension of compassionate leave for extenuating circumstances may be requested by the employee. If granted, such leave shall be without pay.

20.02 General Leave of Absence

- (a) Upon request of an employee, the Employer may grant up to three (3) months leave of absence without pay and without loss of accrual of seniority. Such request shall not be unreasonably denied.
- (b) Upon request of an extended leave of absence up to one (1) year, the Employer may grant a leave of absence without pay and without loss of accrual of seniority upon written application received by May 1<sup>st</sup>. Such request shall not be unreasonably denied. However, to be eligible for this leave, the employee must be in a regular position and must have completed at least three (3) years with the Employer.
- (c) The extended leave shall be taken for periods, which coincide with a school year or part thereof, which meet the staffing needs and work requirements of the department in question.
- (d) Upon application of further leave up to one (1) year for a total of two (2) years may be granted.
- (e) An employee returning to work after a leave of absence within one (1) year will be returned to her former position. An employee returning to work after a leave of absence where the leave of absence is extended past one (1) year will be returned to employee's former position or an equivalent position within the same classification.



- (f) All employee benefits maintained during the leave of absence shall be at the expense of the employee.

#### 20.03 Pregnancy Leave

- (a) Upon written request, a pregnancy leave will be granted without pay and without loss of seniority for up to seventeen (17) consecutive weeks period.
- (b) The employee returning to work after a pregnancy leave shall provide the Employer with at least two (2) weeks notice. On return from pregnancy leave, the employee will return to the position the employee held immediately prior to the pregnancy leave.
- (c) The Employer shall continue to pay its share of benefit premiums for employees on pregnancy leave provided the employee chooses to continue to pay her share of the cost.
- (d) Supplementary Unemployment Benefit Plan

When a pregnant employee takes the pregnancy leave to which she is entitled in Article 20.03 (a), the Employer shall pay the employee:

- (i) Ninety-five percent (95%) of her current salary for the first two (2) weeks of the leave, and
  - (ii) Where the employee is in receipt of Employment Insurance benefits, the difference between eighty percent (80%) of her current salary and the amount of EI benefits received by the employee for a further fifteen (15) weeks.
  - (iii) The Employer agrees to enter into the Supplemental Employment Benefit Plan Agreement required by the *Employment Insurance Act* in respect of such pregnancy payment.
- (e) All relevant Sections of the *Employment Standards Act* shall apply

#### 20.04 Parental Leave

- (a) Upon request, an employee shall be granted unpaid parental leave as follows:
  - (i) For a Birth Mother who takes leave under Article 20.03 up to thirty-five (35) consecutive weeks of unpaid leave beginning

immediately after the end of the leave taken under Article 20.03 unless the Employer and employee agree otherwise;

- (ii) For a Birth Mother who does not take leave under Article 20.03 up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
- (iii) For a Birth Father up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event; and
- (iv) For an Adopting Parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.

(b) All relevant Sections of the *Employment Standards Act* shall apply.

#### 20.05 Leave of Absence for Political Activity

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall grant up to four (4) weeks leave of absence without pay and without loss of seniority if the employee is a candidate in federal or provincial or municipal elections.
- (b) Employees who are elected to office shall receive leave of absence for up to three (3) years without pay, Such leave may be extended annually upon application by the individual.

#### 20.06. Union Leave of Absence/Long Term Leave

An employee who is elected or selected to a part-time or full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave to be renewable from year to year thereafter upon application. Such employee shall receive the pay and benefits as provided in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence. The Employer shall be given ten (10) weeks notice before the employee's return.

#### 20.07 Union leave of Absence – Short Term

Up to three (3) Union members selected to attend Union meetings, conventions and training courses are granted leave of absence without pay for that purpose

provided that interference with the normal operations of the school system is minimized. The Union shall provide as much notice as possible when requesting such leave in writing. Such leave shall not be unduly withheld. The employees granted such leaves shall continue to receive salary and benefits from the Employer and the employer shall be reimbursed such expenses by the Union.

20.08 Jury Duty

- (a) Where a regular employee is required to attend a court during her regular workday for jury selection or be a member of a jury, she shall be granted the necessary leave and suffer no loss in salary by reason of such absence provided that she directs any payments received for such attendance (except for any monies paid for transportation, food or parking) to the Employer.
- (b) Where a regular employee is subpoenaed to act as a witness, she shall be granted necessary leave and suffer no loss in salary by reason of such absence provided that she directs any payments received for such attendance (except for any monies paid for transportation, food or parking) to the Employer.
- (c) Leaves should be requested in writing as far in advance as possible.

ARTICLE 21 – HEALTH & SAFETY

21.01 Workers' Compensation Board

The parties agree to abide by the requirements included in the *Workers' Compensation Act* and the *Workers' Compensation Board Occupational Health and Safety Regulation*.

21.02 Modified Work

An employee who has been incapacitated at work by injury or compensable occupational disease, or who through advancing years of temporary disablement is unable to perform her regular duties, will be employed in other work if available which the employee can do without regard to other seniority provisions of this Agreement, except that such an employee may not displace an employee with more seniority.

ARTICLE 22 - GENERAL

22.01 Printing of the Collective Agreement

The Board and the Union shall share equally the cost of printing a sufficient number of this Agreement, in small booklet form, to be distributed to members of the Union, supervisors and school principals.

22.02 Feminine/Masculine Pronouns

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

22.03 Crossing of Picket Lines

Employees shall not be required to cross any picket line legally established and maintained under the statutes of British Columbia and Canada.

22.04 Staff Development

The Employer and the Union agree that staff development should be encouraged and supported. The employee will be reimbursed for the cost of pre-approved course(s) upon successful completion of the course(s).

22.05 Indemnification

- (a) The Employer shall indemnify an employee from any claim or action brought against the employee, which arises from the performance of the employee's duties provided that the Employer is advised of the action against the employee at the earliest possible date. The Employer has the discretion to retain legal counsel of its choice, to direct the defence of the action and to settle any claim.
- (b) Article 22.05 (a) does not apply where the employee is found guilty of gross negligence, dishonesty, or wilful or malicious misconduct, or where the cause of the action is libel or slander.

22.06 Deferred Salary Leave Plan

The parties agree:

To incorporate a Deferred Salary Leave Plan in accordance with Schedule B attached hereto and forming part of this Agreement.

Upon return from leave, the employee shall be assigned to the same or a comparable position as the one held prior to the leave.

22.07 Business Insurance

Those employees who are authorized by the Employer to drive their vehicle for School District business shall be entitled for reimbursement of the difference between personal and business insurance as defined by ICBC policies and will be limited to those employees who do not receive a monthly vehicle allowance.

22.08 Reimbursement of Personal Losses

The Employer will reimburse its employees for personal property losses sustained as a result of theft and/or vandalism while on assignment for the Employer up to a maximum of \$100, provided that:

- The loss was in excess of \$25
- The employee filed a police report
- The claim is made in writing on the appropriate form to the Secretary-Treasurer supported by satisfactory evidence of loss (police report, receipts, etc.)
- The appropriate Supervisor report the loss was sustained while on assignment for the Employer.

ARTICLE 23 – EMPLOYEE BENEFITS

23.01 Medical Benefits

The Employer shall contribute seventy-five percent (75%) of the premiums for the provincial Medical Services Plan (MSP).

23.02 Dental Plan

The Employer shall contribute one hundred percent (100%) of the premiums for a dental plan. The plan shall provide coverage as follows:

Plan A:	100%
Plan B:	100%
Plan C:	50% up to a maximum of \$1,500, no deductible

23.03 Extended Health Care Plan

The Employer shall contribute one hundred percent (100%) of the premiums for an extended health care plan. The plan shall provide coverage as follows:

Vision Care: \$150 every 24 months

Deductible: \$25

23.04 Group Life

The Employer shall contribute one hundred percent (100%) of the premiums for a group life insurance plan. Benefit is three (3) times annual salary.

23.05 Public Education Benefits Trust

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article. Participation in the PEBT will be in accordance with the May 22, 2006 Letter of Understanding between the B.C. Public School Employers' Association and School Boards who are Signatories to this LOU and Support Staff Unions who are Signatories to this LOU.

23.06 Short Term Disability

Employees shall contribute one hundred percent (100%) of the premiums for short-term disability plan. The plan shall provide sixty percent (60%) of daily wages (non-taxable) for up to 17 weeks, and shall be payable after the employee has used her accrued sick leave benefit.

23.07 Long; Term Disability (Other LTD)

The Parties have agreed to participate in the government funded "Core" long-term disability plan and the Joint Early Intervention Service provided through the PEBT. Since the government funded "Core" LTD plan coverage is less than the current LTD plan, the employees shall be covered by the "Other LTD" plan which will provide a top-up of the benefit so that the PEBT Core LTD and the "Other LTD" combined will be equivalent to the previous sixty percent (60%) of gross monthly wages after one hundred and seventeen (117) calendar days. Employees shall contribute one hundred percent (100%) of the premiums for the "Other LTD" disability plan.

23.08 Eligibility

Employees must work a minimum of seventeen and one-half (17.5) hours per week to be eligible for the above plans, except for the PEBT “Core” LTD Plan, where they must work a minimum of fifteen hours per week. Participation in Dental and Extended Health plans is a condition of employment for eligible employees except for those employees who provide evidence of other coverage. Group Life insurance and Long Term Disability are mandatory for eligible employees.

23.09 Effective Date

Benefits shall be effective on the first day of the month following date of commencement of employment.

23.10 Employee and Family Assistance Plan

The Employer shall provide an employee and family assistance plan that provides a maximum of eight (8) counseling sessions per employee per year.

23.11 Municipal Pension Plan

All eligible employees and the Board shall contribute to the Municipal Pension Plan in accordance with the Municipal Pension Plan rules.

23.12 Survivor Benefits

In the case of death of an employee, the dependant(s) of the deceased employee shall be entitled to continuation of medical, extended health, dental benefits and EFAP for a period of three (3) months after the death of the employee.

ARTICLE 24 – JOB SECURITY

24.01 Contracting Out

The Employer shall have the right to contract out work provided no regular employee is laid off and placed on the recall list or is subject to a reduction in hours as a direct result of contracting out.

24.02 Technological Change

- (a) The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.

- (b) The Employer agrees to provide the Union with no less than three (3) months notice in writing of its intention to introduce technological change in material or equipment which affects the terms or conditions or security of employment of employees covered by this Agreement.
- (c) Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad-hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.
- (d)
  - (i) Should the introduction of technological change result in substantial changes in an employee's procedures or position and/or increased skill and abilities required, then the Employer will provide training and equipment up to a maximum of three (3) months with no loss of pay, benefits or seniority.
  - (ii) Should the introduction of technological change result in the employee's position becoming redundant, the Employer and the Union will make every effort to place the employee in a position with the rights and benefits provided under this Agreement, provided always that the employee has the required qualifications, experience, skill and ability.
  - (iii) If an employee cannot be placed in such an alternate position, or if during the three (3) month appraisal period in the alternate position, the employee is unable to meet the position requirements, the Employer will give notice of layoff in accordance with Article 17.
- (e) Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the grievance/arbitration procedure established in this Agreement.

## ARTICLE 25 -- WAGES AND ALLOWANCES

### 25.01 Bi-Weekly Pay

Wages shall be paid bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. Bi-weekly compensation for all CUPE employees will be deposited to the personal account they have established with a Canadian registered financial institution (Bank or Credit Union) and which they



have registered with the Payroll Office. Pay statement will be sent to the employee's work location.

25.02 Pay During Temporary Transfers

When an employee, with the prior approval of her supervisor, temporarily substitutes in or performs the principal duties of a higher paying hourly position, the employee shall receive the rate for the higher paying job immediately upon assuming that new position. It is understood that temporary transfers under this Article shall be for a minimum of one (1) day. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.

25.03 Job Descriptions

The Board agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. The wage rate for such positions shall be determined by the Joint Job Evaluation Committee using the Job Evaluation manual. If the Committee fails to reach consensus, each party may designate an advisor to try to resolve the dispute. If the dispute is not resolved, such dispute shall be submitted to grievance and arbitration.

The Joint Job Evaluation Committee shall consist of two (2) members appointed by the Employer and two (2) members appointed by the Union.

25.04 Changes in Classification

When the duties of a position change substantially, the rate of pay shall be determined by the Joint Job Evaluation Committee using the Job Evaluation manual. If the Committee fails to reach consensus, each party may designate an advisor to try to resolve the dispute. If the dispute is not resolved, such dispute shall be submitted to grievance and arbitration.

ARTICLE 26 -- TERM OF AGREEMENT

26.01 Term

This Agreement, unless changed by mutual consent of both parties hereto, shall remain in effect commencing July 1, 2006, through the period ending June 30, 2010.

26.02 Continuation Clause

If notice pursuant to the *Labour Relations Code* to commence collective bargaining has been given and the terms of a Collective Agreement that were in force between the parties has expired, the Employer or the Union must not, except with the consent of the other, alter any term or condition of employment, until:

- (a) a strike or lockout has commenced;
- (b) a new Collective Agreement has been negotiated; or
- (c) the right of the trade union to represent the employees in the bargaining unit has been terminated.

whichever occurs first.

Dated at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE EMPLOYER

FOR THE UNION

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

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

SCHEDULE "A"

SALARY GRID

Pay Grade	Classification	July 1/06 +2%	July 1/07 + 2%	July 1/08 + 2%	July 1/09 + 2%
Pay Grade					
1	Student Supervisor	\$18,31	\$18,68	\$19,05	\$19,43
Pay Grade					
2	Receptionist	\$19,38	\$19,77	\$20,16	\$20,57
Pay Grade					
3	Clerk Typist Online Courses Facilitator Teachers Assistant	\$20,46	\$20,87	\$21,29	\$21,71
Pay Grade					
4	Accounting Clerk See Note 1 Sr. Accounting Clerk See Note 5	\$21,00	\$21,42	\$21,85	\$22,29
Pay Grade					
5	Secretary	\$21,54	\$21,97	\$22,41	\$22,86
Pay Grade					
6	Special Education Assistant	\$22,08	\$22,52	\$22,97	\$23,43
Pay Grade					
7	School Secretary See Notes 2 & 3	\$22,61	\$23,06	\$23,52	\$23,99
Pay Grade					
8	Library Technician See Note 4	\$23,15	\$23,61	\$24,09	\$24,57
Pay Grade					
9		\$23,69	\$24,16	\$24,65	\$25,14
Pay Grade					
10		\$24,24	\$24,72	\$25,22	\$25,72
Pay Grade					
11	Computer technician & Assistant Accountant/Fin. Management Clerk	\$24,77	\$25,27	\$25,77	\$26,29
Pay Grade					
12	System Analyst/Programmer HR Technician	\$25,32	\$25,83	\$26,34	\$26,87
Pay Grade					
13		\$25,85	\$26,37	\$26,89	\$27,43
Pay Grade					
14	Payroll & Benefits Officer	\$26,39	\$26,92	\$27,46	\$28,01
Pay Grade					
15		\$26,93	\$27,47	\$28,02	\$28,58
Pay Grade					
16		\$27,47	\$28,02	\$28,58	\$29,15
Pay Grade					
17	Coordinator Facilities, Transportation & Data Management	\$28,01	\$28,57	\$29,14	\$29,72

SCHEDULE "A"

SALARY GRID

**Note 1:** Nora Leblanc is wage protected and shall receive \$24,11 per hour plus any other negotiated increases for as long as she is in the position of Accounting Clerk.

**Note 2:** The following employees are red circled as long as they are in the position of School Secretary and shall receive :

	01-juil-06	01-juil-07	01-juil-08	01-juil-09
Christelle Hugron	\$23,64	23,64	23,64	23,99
Patricia Boudreau	\$23,05	23,06	23,52	23,99
Hélène Guité	\$23,05	23,06	23,52	23,99
Myriam Lapointe	\$23,05	23,06	23,52	23,99
Jo-Ann Reid	\$23,05	23,06	23,52	23,99

**Note 3:** Louise Baldo and Claire Helie are wage protected and shall receive \$24,11 per hour plus any other negotiated increases for as long as they are in the position of School Secretary.

**Note 4:** Lise Johanson is wage protected and shall receive \$24,11 per hour plus any other negotiated increases for as long as she is in the position of Library Technician.

**Note 5:** The job classification of this position is subject to Job Evaluation.

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SCHEDULE "B"

**DEFERRED SALARY LEAVE PLAN**

DEFINITIONS

"Accrued Interest" means the amount of interest earned in accordance with clause 3.2 on the monies retained by the Board on behalf of the Participant calculated from:

the first date any of such monies have been received by the eligible financial institution,  
or

the last date to which interest has been paid in accordance with clause 3.3 whichever is later.

"Board" means the Conseil Scolaire Francophone de la Colombie-Britannique.

"Current Compensation Amount" means the total compensation payable by the Board to the Participant for the school year, including his/her proper grid salary per the current Salary Agreement in force.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.2 but less all interest paid to the Participant in accordance with clause 3.4.

"Eligible Employee" means a full time employee who has 3 years with a continuing contract.

"Leave of Absence" means the half of a school year or school year defined in clause 4.5.

"Participant" means an Eligible Employee whose application for participation in the Plan has been approved by the Board in accordance with clause 2.3 and who has completed a Memorandum of Agreement.

"Plan" means the plan set out in this Article, and includes all amendments thereto.

"Union" means the Canadian Union of Public Employees (Local 4227).

APPLICATION

2.1 In order to participate in the Plan, an Eligible Employee must make written application to the Human Resources Department on or before March 31, stating the date when the Eligible Employee wishes to participate in the Plan.

- 2.2 The approval of each application made under clause 2.1 shall rest solely with the Board. The Human Resources Department shall, one month prior to the requested commencement of deferrals under the plan, or at a date otherwise agreed between the Board and the Union advise each applicant of the Board's approval or disapproval of his/her application and if the latter, an explanation therefore.
- 2.3 If the Board gives its approval in accordance with clause 2.2, the participation of the Eligible Employee in the plan will become effective on the date requested by the Eligible Employee, or if such date is not agreed to by the Board, then on a date which is agreed to by the Board and the Eligible Employee.
- 2.4 Before becoming a Participant, an Eligible Employee must complete and sign a Memorandum of Agreement, which is accepted by or on behalf of the Board.

#### FUNDING FOR LEAVE OF ABSENCE

Funding for the Leave of Absence shall be as follows:

- 3.1 During each school year prior to the Leave of Absence the Participant, for a maximum of five school years, will receive his/her current compensation amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Board. Such percentage amount will be retained by the Board less statutory deductions and other withholdings and be invested in accordance with clause 3.2.
- 3.2 Monies retained by the Board for each Participant in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.3) shall be pooled and shall be invested only with the financial institution administering the Board's business. The monies retained shall be forwarded to the eligible financial institution within fifteen (15) calendar days.
- 3.3 In the event that any of the monies retained and invested pursuant to the terms of this plan be lost by reason of insolvency of the eligible financial institution, the Board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.
- 3.4 So long as this Agreement is considered by Revenue Canada (Taxation) to be an "investment contract" coming within paragraph 12(11)(a) of the Income Tax Act (Canada), or a similar provision applies, the Board shall on each date specified in clause 4 of the Memorandum of Agreement, pay to the Participant the Accrued Interest to such date. The Participant hereby irrevocably directs the Board to make such payments on its behalf into an account of the Participant.

*Schedule B continued*

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- 3.5 The Payroll Department shall make an Annual Report to each Participant as to the amount of deferred salary retained by the Board for such Participant, including any interest earned thereon which has not been paid out in accordance with clause 3.3. The Annual Report shall be made not later than July 31 of each year while the Participant participates in the Plan.
- 3.6 The Board's only financial obligation shall be to administer the Deferred Salary Leave Plan.

TAKING OF LEAVE OF ABSENCE

The taking of a Leave of Absence shall be governed by the following provisions:

- 4.1 The Leave of Absence shall occur according to this Article and the Memorandum of Agreement signed by the Employee and the Board.
- 4.2 The manner of payment to the Participant during the Leave of Absence shall be in installments commencing September 30, being approximately equal to one-tenth of the monies for the 10-month employees and one-twelfth of the monies for the 12-month employees by the Board for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence, unless otherwise directed by the Participant prior to September 1 of the Leave of Absence. In no event shall payment be made more frequently than monthly.
- 4.3 The total of the payments to be made to a Participant, in accordance with Clause 4.2, during a leave of absence, shall be the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of the Participant.
- 4.4 Notwithstanding the date shown in paragraph 2 of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, with the consent of both the Board and the Union, given not less than five (5) months prior to the scheduled date, postpone such leave for one year.
- 4.5 The Leave of Absence shall be for a period of one half of a school year or one school year.
- 4.6 A Leave of Absence of one half of a school year shall be taken in the first half or in the second half of the school year.

BENEFITS

The providing of benefits will be as follows:

- 5.1 During a Leave of Absence, the responsibility for payment of premiums for benefits for a participant shall be as set forth in the agreement then in force. Where a Participant is obligated to pay the cost of any benefits during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on his/her request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.
- 5.2 During the Leave of Absence, no sick leave credits will be earned.

WITHDRAWAL

- 6.1 A Participant who ceased to be employed by the Board also terminates participation in the Plan, Within sixty (60) days the Board shall pay to the Participant the Deferred Compensation Amount.
- 6.2 With the consent of the Board, a Participant may withdraw from the Plan, upon giving written notice of withdrawal, not less than five (5) months prior to the date on which the leave of absence is to commence. Within sixty (60) days of such withdrawal the Board shall pay to the Participant the Deferred Compensation Amount as agreed between the Participant and the Human Resources Department
- 6.3 Should a Participant die the Board shall within sixty (60) days of notification of such death to the Board, pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

SUSPENSION FOR PARTICIPATION IN THE PLAN

- 7.1 A Participant may give notice to the Board stating that the Participant wishes to suspend his/her participation in the plan as at September 1 which immediately follows such notice, in which case the Board until further notice as provides in clause 7.2 shall pay the Current Compensation amount to the Participant as if he/she were not participating in the Plan, but the amounts previously retained by the Board and interest thereon in accordance with clause 3.2 (but less all interest paid to the Participant in accordance with clause 3.3) shall continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence. The amount so retained shall continue to earn interest until the Leave of Absence is granted or the Participant withdraws from the Plan.



*Schedule B continued*

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- 7.2 A Participant who has given notice in accordance with clause 7.1 may give notice to the Board advising that he/she wishes to become reinstated in the Plan in which case, on September 1 immediately following such notice, the Participant shall participate in the Plan for subsequent years.

TERMINATION OR AMENDMENT OF PLAN

- 8.1 The Plan may be amended or terminated by agreement between the Board and the Union. Any amendment(s) shall be binding upon all present and future Participants.
- 8.2 No amendment shall be made to the Plan which will prejudice any tax ruling which was applicable to the Plan prior to the amendment.

**DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT**

I have read Article 22.10 regarding the Deferred Salary Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

**ENROLLMENT**

My enrolment in the Plan and the deferrals shall become effective for the school year commencing September 1, \_\_\_\_\_

***YEAR OF LEAVE***

I shall take my Leave of Absence from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_, but I shall have the right in accordance with Clause 4.6 to postpone such leave for one year.

**FUNDING OF LEAVE OF ABSENCE**

In accordance with Clause 3.1, I direct that the percentage amounts set out in this clause be deducted from my Current Compensation Amount and deposited on my behalf with respect to my participation in the plan for the following school years:

Leave of Absence of one half of a school year or 6 months

- |            |            |                             |                          |
|------------|------------|-----------------------------|--------------------------|
| on 3 years | Deduction: | 16.67% of the annual salary | <input type="checkbox"/> |
| on 4 years | Deduction: | 12.50% of the annual salary | <input type="checkbox"/> |
| on 5 years | Deduction: | 10.00% of the annual salary | <input type="checkbox"/> |

Leave of Absence of one school year or 12 months

- |            |            |                             |                          |
|------------|------------|-----------------------------|--------------------------|
| on 4 years | Deduction: | 25.00% of the annual salary | <input type="checkbox"/> |
| on 5 years | Deduction: | 20.00% of the annual salary | <input type="checkbox"/> |

**PAYMENT OF ACCRUED INTEREST**

So long as the Plan is considered by Revenue Canada (Taxation) to be an “investment contract” coming within paragraph 12(1 1) (a) of the Income Tax Act of Canada, or a similar provision is in effect, this provision shall apply. Unless I make the election noted below, I direct the Board to pay Accrued Interest to me on each of the following dates:

*Schedule B continued*

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- 1) the December 31 which occurs three years after the end of the calendar year in which I become a participant;
- 2) each third anniversary of the date specified in Clause (i);
- 3) the last day of the Leave of Absence.

ELECTION

I elect as follows:

In lieu of the preceding sentence, I direct the Board to pay accrued interest to me on each of the following dates:

- 1) the December 31 which occurs at the end of the calendar year in which I become a participant;
- 2) each December 31 occurring after the date specified in Clause (i) above; and
- 3) the last day of the Leave of Absence.

Date:		Participant's Name:	
Address:		Signature:	
Date:		Human Resources:	

In order to make the election, the participant is to initial, and if initialed such election shall be deemed to have been made. The effect of the election is that so long as paragraph 4 applies, the Participant will receive Accrued Interest annually rather than every three (3) years.

School District No. 93  
Deferred Salary Leave Plan (DSLPL)

**CALCULATION OF DEDUCTIONS**

PERIOD	DEFERRAL PERIOD	LEAVE
1. Unemployment Insurance	based on gross before DS	no deduction
2. Canada Pension Plan	based on net after DSLP	deduction based on tables
3. Income Tax	based on net after DSLP	deduction based on tables
4. Municipal Plan	based on gross before DSLP	(a) no deduction
5. Long Term Disability	based on gross before DSLP	no deduction
6. Salary Indemnity	based on gross before DSLP	no deduction
7. Medical/ EHB/ Dental	regular deductions	(b) no deduction (c)
8. Group Life	based on gross before DSLP	(b) no deduction (d)
9. Voluntary Life	based on gross before DSLP	(b) no deduction (d)
10. Union dues	based on gross before DSLP	no deduction

(a) It is up to the individual to apply for and pay for the reinstatement of the leave period. No deductions can be taken from payroll for this purpose.

(b) The employee can arrange for coverage to be continued by paying the full cost premiums. These amounts may be deducted from the deferred payout if the employee requests such deduction.

(c) If the employee does not continue coverage for these plans, the result may be as follows:

- 1) Medical - No coverage during the leave period
- 2) EHB - No benefits during the leave period and the employee must provide evidence of insurability to the carrier who will decide whether or not coverage will be extended
- 3) Dental - no benefits during the leave period and reduced benefits for up to the first three years on rejoining the plan
- 4) Provision for Group Life and Voluntary Life are the same as those for Extended Health.
- 5) Employees are strongly advised to consult with the Payroll Department before commencing a leave so as to ensure continuation of benefit coverage.

LETTER OF UNDERSTANDING #1

Between

**The Board of School Trustees of School District No. 93  
(Le Conseil scolaire francophone de la Colombie-Britannique)**

And

**Canadian Union of Public Employees Local 4227  
(Le Syndicat canadien de la fonction publique, Section locale 4227)**

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**GRANDPARENTING OF EXISTING EMPLOYEE WORKING CONDITIONS**

The parties agree to “grandparent” employees as outlined below:

1. Article 14 – Hours of Work

Employees working at the Board office on date of ratification of the first Collective Agreement in 2001 have been grandparented at seven and one-half (7.5) consecutive hours per day. As new employees are hired to the Board office, the new positions will be filled at seven (7) hours per day. Should a current employee bump into the Board office, the employee will bump into a seven-hour (7) per day position.

2. Article 23 – Employee Benefits

Employees who were granted continued benefits coverage during the Spring 2000 staffing process will continue to be grandparented upon ratification of the Collective Agreement.

Dated at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE EMPLOYER

FOR THE UNION

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

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

LETTER OF UNDERSTANDING #2

Between

**The Board of School Trustees of School District No. 93  
(Le Conseil scolaire francophone de la Colombie-Britannique)**

And

**Canadian Union of Public Employees Local 4227  
(Le Syndicat canadien de la fonction publique, Section locale 4227)**

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**ARTICLE 14: HOURS OF WORK (TOC)**

The parties agree to modify the Hours of Work for the employee appointed to TOC as outlined below:

The regular hours of work for the Secretary performing the duties of TOC and other clerical duties will be from 6:30 a.m. until 2:00 p.m. including thirty (30) minutes lunch break.

Dated at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE EMPLOYER

FOR THE UNION

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

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

**RE:** Letter of Understanding 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. (Attachment #1)

***Framework Agreement***  
*(To be inserted – presently a PDF file)*

A handwritten mark, possibly a signature or initials, consisting of a stylized '4' with a flourish underneath.