

**COLLECTIVE AGREEMENT**

**BETWEEN THE**

**SCHOOL DISTRICT NO. 47 (POWELL RIVER)**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 476**

**July 1, 2006 - June 30, 2010**

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THIS AGREEMENT made and entered into this            day of            , A.D.  
2006.

**BETWEEN THE:-**

**BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 47 (POWELL RIVER)**

(hereinafter called the "Board")

OF THE FIRST PART

**AND THE:-**

**CANADIAN UNION OF PUBLIC Employees,  
LOCAL NO. 476  
(POWELL RIVER SCHOOL Employees)**

The members of which are all non-teaching  
Employees of the School District, except  
those excluded by the Labor Relations Board

(hereinafter called the "Union")

OF THE SECOND PART

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **DEFINITIONS**

1.01 Job Descriptions and Definitions

Job descriptions and definitions of working conditions shall be updated pursuant to the Joint Job Evaluation Terms of Reference.

1.02 Definitions

The following definitions will apply to this Agreement

"Casual Employee"- refers to an Employee who is called in to work on an as needed basis.

"Employee"- Employee refers to any person employed by the Board who is part of the bargaining unit.

"Hours of Work" - shall be defined as the start and finish time; and the number of hours of a position. The Board may alter the "Hours of Work" of a position for bona fide operational reasons.

"Layoff" - shall be defined as a reduction of more than five (5) hours per week of a regular Employee's appointed hours of work.

"New Employee" - refers to an Employee who is given a regular appointment for the first time and has not completed the Probationary period.

"Part-Time" - refers to an appointment where the number of hours to be worked is less than those specified in Article 18 Hours of Work.

"Regular Employee"- refers to an Employee who is appointed to an ongoing position and has completed the Probationary period.

"Temporary Employee"- refers to an Employee who is appointed to a position for a fixed period of time, not to exceed six (6) months. These appointments are for special tasks and relief of regular positions where the incumbent is expected to be absent for a period of one (1) month or more.

"Temporary Position"- is defined as a position that is of limited duration with an expected date where the position will no longer be required. On expiration of the temporary position, a regular Employee shall return to their regular appointed position.

"Vacancy" - is defined as an unoccupied position caused by death, retirement, resignation or separation from employment, promotion or demotion or an additional position occurs in an occupational classification covered by this Agreement, or a new occupational classification is created which is within the bargaining unit and the Board determines to fill such position or have such work performed by a temporary or casual Employee. Where the Board determines to fill such positions the vacancies need not be filled with the same number of hours or the same start and finish times as the previous position.

**2. MANAGEMENT RIGHTS**

2.01 Management Rights

Without restricting the rights of the Employees under the terms of the Agreement, the Union recognizes the right of the Board to manage its affairs and operations to direct its working forces, including the right to hire, suspend, discharge, promote, demote, discipline, layoff or transfer any Employee, subject to the provisions of Articles 12 and 13 of this Agreement, and the right to determine job content, evaluate jobs and assign work, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement.

The Board agrees that its management rights shall not be exercised in a manner that is arbitrary, discriminatory, or in bad faith.

**3. SALARY PROTECTION**

3.01 No Reduction in Salary

No Employee presently on staff shall incur a reduction in salary solely because of the implementation of this Agreement.

3.02 No Other Agreements

No Employee shall be required or permitted to make any written or verbal agreement with the Board or its representatives which may conflict with the terms of this collective Agreement.

3.03 (a) Bargaining Unit

The Board recognizes the Canadian Union of Public Employees and its Local 476 as the sole and exclusive collective bargaining agent for all of its Employees save and except those specifically excluded by the Labour Relations Board of British Columbia, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

(b) Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not regularly perform any work done by a member or members of the bargaining unit except in cases mutually agreed upon in writing.

**4. HUMAN RIGHTS**

4.01 No Discrimination

(a) The Board and the Union, and their servants or agents, agree that there shall be no discrimination, interference, restraint or coercion by reason of membership or non-membership in the Union.

(b) There shall be no discrimination on the part of the Board or the Union pursuant to the Human Rights Act.

(c) Personal or Sexual Harassment

All personnel have the right to work without personal or sexual harassment. Any complaint alleging personal or sexual harassment shall be referred to the Grievance Procedure at Step 3 as outlined in Article 12.03.

**5. UNION SECURITY**

5.01 All Employees to be Members

The Board agrees that all Employees shall become and remain members in good standing of the Union as a condition of employment upon completion of the probationary period, with the exception of those excluded in 3.03 (a) above.

5.02 Crossing of Picket Lines During Strikes

Employees shall not be required to cross any picket line legally established and maintained under the Statutes of British Columbia. The Union agrees to seriously attempt to get permits from the picketing Union to allow School Board Employees to carry out normal functions.

**6. DEDUCTION OF UNION DUES**

6.01 Deduction of Union Dues Information

The Board agrees each month with respect to deduction of Union dues, to include the names of all Employees from whose wages the deductions have been made, together with the hours paid and the amounts deducted in each case.

6.02 Deduction of Union Dues Payments

(a) There shall be a compulsory deduction of Union dues from payroll, initiation fees and assessments as established by the Union from time to time for all Employees in the bargaining unit.

(b) This deduction of Union dues from temporary and probationary Employees shall imply no right for the Union to dispute the Board's discretion in laying off temporary Employees or releasing probationary Employees at the termination of the probationary period.

6.03 Dues Receipts

The Board shall include Union dues paid on all T-4 supplementary forms.

**7. ACCEPTANCE OF EMPLOYMENT**

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

7.02 The Board and Union shall Acquaint Employees

The Board agrees to acquaint 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.

New Employees shall be given copies of benefit pamphlets. Any Employee questions shall be forwarded by the Board to the carriers.

The Board agrees to provide all new Employees with a package of information about the Union, which shall be provided to the Board by the Union.

**8. CORRESPONDENCE**

8.01 Correspondence

Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Board representatives and the Secretary of the Union. A copy of any correspondence between the Board or its designate and any Employee in the bargaining unit pertaining to the interpretation, administration or application of any part of this Agreement, including all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit, shall be forwarded to the Secretary of the Union or designate. The Union shall be permitted to make copies of casual time sheets bi-weekly.

8.02 Access to Personnel File

An Employee shall have the right, at a mutually convenient time, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein, and such response shall become a part of this file.

**9. LABOR-MANAGEMENT COMMITTEE**

9.01 Establishment of Committee

A Labor-Management Committee shall be established consisting of not more than four (4) representatives of the Board (who may be Trustees and/or supervisory staff) and not more than four (4) representatives of the Union.

9.02 Function of Committee

The Committee shall be a proactive, problem-solving committee which shall concern itself with the following general matters:

- a. Considering suggestions to improve relations between the Board and its Employees;
- b. Promoting and improving the efficient and effective operation, services and practices of the Board; and
- c. Reviewing staff suggestions and answering questions regarding working conditions and service to students.

N.B. Grievance matters shall not be discussed at this committee.

9.03 Meetings of Committee

Either party can request that a meeting be convened, in which case the Secretary of the Board shall notify the parties of the time and place and the requesting party shall provide an agenda pertaining to the matters to be discussed, HOWEVER, such meeting must be held not later than fifteen (15) calendar days after the request has been given. Such time may be extended by mutual consent of both parties.

**10. LABOR-MANAGEMENT RELATIONS**

10.01 CUPE Representative

The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Board.

10.02 Management Representative

The Board shall have the right to have the assistance of an outside representative when negotiating with the Canadian Union of Public Employees.

**11. BOARD ACTIONS AFFECTING THE UNION**

11.01 Board Shall Notify Union

The Union will be informed in writing of any change in Board policy or of any specific action by the Board which would affect members of the Union. The Union will be afforded a reasonable opportunity to consider such actions and if deemed necessary, of speaking to them prior to a final decision by the Board. The Union will be supplied with a copy of current Board policies and will continue to receive copies of regular Board meeting minutes.

**12. GRIEVANCE PROCEDURE**

12.01 No Suspension of Work

The parties hereto agree that should differences arise between the Board and the Union as to the meaning and application of this Agreement, or should any other dispute arise, there shall be no suspension of work on account of such differences.

12.02 Grievance Committee

The Board acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of three (3) members who shall be Employees of the Board. The personnel of such Committee shall be communicated to the Board.

12.03 Settling of Grievances

Should a dispute arise between the Board and any Employee regarding the interpretation, meaning, operation, or application of this Agreement including any question as to whether a matter is arbitratable or where allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1

The aggrieved Employee and/or the Steward shall attempt to resolve the dispute with the Employee's supervisor as soon as possible but within five (5) working days of becoming aware of the matter.

Step 2

If the matter is not resolved at Step 1, within five (5) working days the Employee and the Shop Steward may submit the grievance in writing to the supervisor, who shall respond in writing within five (5) working days.

Step 3

The Union shall submit the grievance to the Secretary-Treasurer or designate within five (5) working days. The Secretary-Treasurer or designate shall meet with the Union representatives within a further five (5) working days in an attempt to resolve the grievance. The Secretary-Treasurer or designate shall then respond in writing to the Union within a further five (5) working days.

Step 4

Within five (5) working days, if the matter is not resolved at Step 3, the Union may request a meeting with the Board which shall be held within ten (10) working days of the request. The Board shall respond in writing within five (5) working days of the meeting.

12.04 (a) No Loss of Pay to Attend Meetings

The three (3) Union representatives as per Article 12.02 and the grievor to a maximum of four (4) including the Union representatives will not lose pay for attendance at Grievance Committee meetings including arbitration.

(b) The Board agrees that Stewards or Union Executive members shall not be hindered, coerced, restrained or interfered in any way in the performance of their duties while investigating disputes and presenting arguments as provided in this Article. The Union recognizes that each Steward or Union Executive member shall not leave their work during working hours except to perform their duties, however when this is necessary, the Employee involved shall not suffer any loss of pay. All Stewards or Union Executive members must notify and receive approval from their Board representative of the duties to be done, location and expected duration of absence prior to leaving the work location. Permission will not be unduly withheld.

12.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of Clause 12.03 may be bypassed PROVIDED that the matter is submitted in writing and signed by at least five (5) members of the Union Executive.

12.06 Grievance Details

All grievances shall be in writing providing the date of the alleged violation, the name(s) of Employees involved and the clause(s) of the Collective Agreement which apply to the alleged violation. Lack of such information shall not void the grievance nor shall any inaccuracies prejudice the grievance.

**13. ARBITRATION**

13.01 Request for Arbitration

Either party may request in writing that the grievance be submitted to arbitration as provided in the Labor Code of British Columbia.

13.02 Expedited Arbitration

- (a) The parties may, by mutual agreement, refer to this Expedited Arbitration process any outstanding grievance.
- (b) The parties shall mutually agree upon a single arbitrator (Allan Hope or Don Munroe subject to availability or an alternate agreed to by the parties) who shall be appointed to hear the grievance and render a decision within three (3) working days of hearing. Brief written reasons for the decision shall be provided by the arbitrator.
- (c) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter (with the exception of discipline which may remain on an Employee's file.)
- (d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (e) Notwithstanding (a) above, if the issue changes substantially, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 13. In such an event, time limits shall not act as a bar to the grievance proceeding to that formal arbitration process.

- (f) All presentations shall be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations, and only when given to the other party forty-eight (48) hours in advance of the hearing date.
- (g) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (h) Neither party shall appeal a decision of an expedited arbitration.

13.03 Amending Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties.

13.04 Single Arbitrator

Notwithstanding the above, the parties may by mutual agreement, refer the dispute to a single arbitrator with each party paying one-half (1/2) of the cost of such single arbitrator. The single arbitrator shall have the same powers as an arbitration board.

**14. ADVERSE REPORTS, DISCIPLINE AND DISMISSAL**

14.01 (a) Adverse Report

The Board shall notify an Employee in writing of any expression of dissatisfaction concerning the Employee's work within ten (10) working days of the event of the complaint, with copies to the Union and to the C.U.P.E. representatives. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the Employee's record for use against the Employee in regard to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an Employee's advancement or standing with the Board whether or not it relates to the Employee's work. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the Employee's record.

(b) Criminal Record Search

All applicants who are to be offered a position by the Board will be required to consent to a criminal record search and employment may be refused if a charge or conviction is disclosed that is related to the job applied for. The R.C.M.P. shall do all investigations, provide the information to the applicant who may opt to disclose it to the Board. Any refusal to disclose the information will automatically disqualify the individual from the position.

14.02 Discipline Procedure

- (a) Where disciplinary action is to take place, the Employee will be so advised and also advised of the right to have a Steward/representative present.
- (b) Whenever the conduct of an Employee is of such a nature to warrant disciplinary action, or a warning of disciplinary action, the Board shall notify the Employee of its dissatisfaction in writing, with copies to the Secretary of the Union. The Employee shall have the right to request a meeting with his/her immediate Supervisor and Shop Steward to discuss the Board's dissatisfaction. The Employee's written reply, if any, shall become part of the Employee's record.
- (c) In cases of discipline and discharge, the burden of proof of just and reasonable cause shall rest with the Board. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discipline notice to the Employee.
- (d) The record of an Employee shall not be used against the Employee at any time after twelve (12) months following a disciplinary action except for suspension, including letters of reprimand or any adverse reports provided that there are no other complaints in the twelve (12) month period.
- (e) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that discipline was justified.
- (f) The Board shall consider requests for removal of letters of suspension upon written application by the Employee.

14.03 Political Action

No individual Employee shall be disciplined, except for the loss of pay, for participating in any action(s) called by the C.L.C., C.U.P.E. or the B. C. Division of C.U.P.E., and supported by the local Union. This does not indicate Board support for such action(s).

The contemplated action(s) shall be discussed with the Labor/Management Committee prior to the action(s) taking place.

14.04 Cause for Dismissal

Employees can only be dismissed for just and reasonable cause.

14.05 Termination Notice

Except in the case of dismissal for just and reasonable cause, the Board when terminating the employment of any Employee, shall give four (4) weeks' notice PROVIDED that this section shall not apply to casual Employees or to temporary layoffs. Employees shall be expected to give four (4) weeks notice of intention to leave the Board's employ.

**15. SENIORITY**

15.01 Seniority Defined

With the exception outlined in Article 15.07 (b) 2., seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining-unit-wide basis.

Where seniority is equal, seniority shall be governed by chance, each instance seniority is utilized.

15.02 Seniority List Posted

The seniority list shall be sent to the Union and posted on bulletin boards thirty (30) days after the end of the months of June and December. Such list shall include the names, position, number of hours per week, location and seniority date.

15.03 Probationary, Casual and Temporary Employees

- (a) New Employees of the Board, EXCEPT those appointed to temporary or casual positions, shall be on probation for the first sixty (60) of the Employees' working days and there shall be no seniority among probationary Employees. Upon completion of the probationary period, seniority shall be dated from the initial date of the probationary period plus floating seniority pursuant to article 15.07 (b) 3.
- (b) Except as required by law, new Employees shall not be entitled to any Employee benefits under this Agreement as contained in Article 28, HOWEVER all perquisites of this Agreement shall be retroactive to the initial date of the probationary period upon successful completion of the probationary period. Retroactivity only applies to seniority, sick leave and vacation.
- (c) Temporary and casual Employees shall achieve seniority in accordance with Article 15.07, Section (b).

15.04 Loss of Seniority

An Employee shall not lose seniority rights if absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Board. An Employee shall only lose seniority in the event that:

- (a) The Employee is discharged for just cause and is not reinstated.
- (b) The Employee resigns.
- (c) The Employee is absent from work in excess of three (3) consecutive working days without giving the Board notice of a satisfactory reason for their absence, unless such notice was not reasonably possible.
- (d) The Employee fails to return to work within seven (7) days following a layoff and after receiving notice by registered mail to do so unless he gives a satisfactory reason for such failure. It shall be the responsibility of the Employee to keep the Board informed of his current address.
- (e) The Employee is laid off for periods in excess of:
  - i) One (1) year if the Employee has one (1) year of service or less,
  - (ii) Twenty-four (24) months if the Employee has more than one (1) year of service, calculated on the basis of one (1) additional month for each year of service up to an additional twelve (12) months.
- (f) The employee declines recall to a position within the same classification, with the same hours, and with the same location or fails to obtain a posted position during the period in 15.04 (e).

It shall be the responsibility of the Employee to keep the Board informed of their new current address.

An Employee who is recalled shall inform the Board whether or not the offer is accepted within fourteen (14) days of the receipt of the notice by registered mail of such offer. The Board shall allow ten (10) days from an acceptance of an offer of recall for the Employee to commence their duties.

15.05 Transfers and Seniority Outside the Bargaining Unit

No Employee shall be transferred to a permanent position outside the bargaining unit without their consent. If an Employee is transferred to a permanent position outside of the bargaining unit, the Employee shall retain his seniority acquired at the date of leaving the unit for a period of one (1) year and shall not pay union dues. If such an Employee returns to the bargaining unit within one (1) year, the Employee shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority. For temporary transfers seniority shall be retained and accumulated for six (6) months during which time union dues shall be paid. Extension may be granted by mutual agreement.

15.06 Continuation of Seniority

In the event that the Board shall merge, amalgamate or combine any of its operations or functions with another Board, the Board agrees to the retention of seniority and comparable benefits for all Employees coming within the new bargaining unit of the successor Board.

15.07 Casual and Temporary Employees

- (a) Employees who are successful in an application for a position posted in accordance with Article 16.01 shall be accorded seniority in accordance with Article 15.03 above.
- (b) Effective November 23, 2000, casual and temporary Employees shall have secondary seniority for the purposes of job posting and where the Employee is not currently engaged in casual or temporary employment, the order in which they are offered casual or temporary work.
- (c) Secondary seniority shall be recognized once a casual or temporary Employee works a total of sixty (60) shifts in any six (6) month period or when a laid off Employee has not been recalled within the time frame expressed in 15.04 (e). The laid off Employee's permanent seniority date shall become their secondary seniority date.
  - (1) For the purposes of calculating the secondary seniority of an Employee, the total number of shifts worked since April 1, 2000 shall be used.
  - (2) A shift shall be defined as any day on which an Employee has worked.
- (d) For the purpose of filling posted regular or temporary positions, an Employee who has secondary seniority and who applies for such position, shall be considered for a posted position after regular Employee(s) and prior to outside applicants.

- (e) Secondary seniority shall be lost in the event the Employee fails to respond to eight (8) call-ins or call-outs within a twelve (12) month period or is unavailable for work for a period in excess of four consecutive months. It is understood that an Employee who is unavailable for call-in or call-out shall notify the Board in advance in writing except in cases of emergency.
- (f) A list showing the secondary seniority of each Employee by the number of shifts completed will be sent to the Union and posted no later than December 15, 2000. This list will be used for job posting and shift call-in as per Article 15.07(b) until the next update.
- (g) An up-to-date list showing the position, seniority date and number of shifts completed for each Employee shall be sent to the Union and posted at each worksite in October and April of each year. The lists will be effective as at the first of the month.
- (h) In calling out casuals for available work one call will be made to the phone number provided by the Employee. Messages will not be left and should the Employee not be available, the next casual will be offered the work.

## **16. PROMOTION AND STAFF CHANGES**

### **16.01 Job Postings**

- (a) When a vacancy caused by death, retirement, resignation or separation from employment, promotion or demotion or an additional position occurs in an occupational classification covered by this Agreement, or a new occupational classification is created which is within the bargaining unit, the Board shall, if it determines to fill such a vacancy or new classification, post it for seven (7) working days. Any Employee may apply for such position in writing within such seven (7) days. Appointments shall be made within fifteen (15) working days after the closing date noted on the job posting.

Temporary postings shall not exceed six (6) months unless otherwise mutually agreed.

- (b) Promotion shall, in addition to its normal definition, also mean an increase in more than of five (5) hours per week, in the number of hours worked per week but shall not include a temporary appointment of forty (40) working days or less or relieving in the case of maternity leave in accordance with Article 24.07.

(c) Continuing Decreased or Increased Hours

Any increase or decrease in hours shall be in quarter (1/4) hour increments.

If less working hours are provided in a school or department, the Board shall reduce Employee's hours in the affected classification in the school or department on the basis of reverse order of seniority. A reduction in an Employee's hours of more than five (5) per week shall be considered a layoff.

If more hours are provided in a school or department, the Board shall decide to either:

(a) post the hours as a new position; or

(b) offer the hours on the basis of seniority to part-time Employees in the affected classification in the school or department. If the Employee(s) concerned refuses to accept these additional hours, the Board shall post such hours as a new position.

(d) Extra Hours

Employees working less than full-time who are willing and capable shall be given the first opportunity within the Employee's department, school or classification as the case may be for extra hours when work becomes available on a short term basis, provided the extra hours do not conflict with their regularly appointed position.

(e) No outside advertising for any vacancy shall be placed until the applications of present Employees have been fully processed, EXCEPT in the case of resignations where less than three (3) weeks notice has been given.

(f) All Employees shall be afforded the opportunity to "pre-bid" any job vacancy posted in accordance with Article 16.01 (a). Such "pre-bid" application shall be given equal consideration with any other application. The Board shall not preclude such "pre-bid" applicant solely on the grounds that the Employee is not readily available to commence work. The time limits for grievance under Article 12.03 (a) shall be waived as though it commenced on the first day the Employee returns to work.

(g) Christmas Break, Spring Break and Summer Layoff, 10 Month Employees

In the event of temporary work assignments becoming available during the Christmas Break, Spring Break and Summer Layoff, when school is not in session, the Board agrees to offer employment to ten (10) month Employees on temporary layoff in accordance with qualifications and seniority. Employees interested in undertaking such work assignments shall advise the Secretary-Treasurer in writing, by June 15 of each year of their interest in accepting such assignments. The Board agrees that a reasonable effort will be made to contact qualified Employees, whose names have been submitted on the basis of seniority as such assignments arise.

It is agreed by the parties that ten (10) month Employees shall not be entitled to bump as a result of layoff due to normal Christmas Break, Spring Break or Summer Break.

(h) An Employee promoted or reclassified within the same category shall have their years of service maintained with regard to placement on the new scale. An Employee promoted or reclassified into a higher category shall be placed on the job rate.

(i) Teacher Assistants

Notwithstanding Article 16.01 and Article 1.02, the parties agree to implement the following during the term of this agreement.

By the end of May of each year, the Board will provide layoff notices to all employees whose location will change or whose hours of work will increase or decrease effective the next school year. Employees whose hours have been reduced shall have the option of staying in the position or accepting the layoff.

Teacher Assistants including Support Service Assistants, Health Care Assistants and Child and Youth Care Workers will be assigned to positions as follows:

Employees whose positions did not change, would remain in their position subject to the exercise of bumping rights by a more senior qualified employee pursuant to paragraphs six and eight.

By June 25<sup>th</sup> of each year, the Board shall post vacant Teacher Assistant positions in the normal procedure. The Board will also provide a list of current positions for bumping purposes.

On the last day of the school year, there shall be a paid general meeting of all employees who are interested in and qualified for Teacher Assistant positions. By descending

order of seniority, each qualified employee shall either select a vacant Teacher Assistant position, exercise their bumping rights (if applicable), or decide to remain in their current position as per above. Selection will continue until either all candidates are placed or all positions are filled.

For the purpose of this meeting only, the Board will provide information on the anticipated duties of each position with the understanding that these may change subject to operational need.

If additional positions or hours are created in July or August, another meeting will be held on or about August 30<sup>th</sup> to fill these positions or hours. These new or varied positions shall be posted at least five days prior to the meeting. Attendance is voluntary, but those attending will be paid for two hours. Those who do not attend will be required to provide written notice of their intentions twenty-four hours prior to the scheduled meeting. All employees who are interested in and qualified for Teacher Assistant positions may attend. By descending order of seniority, each qualified employee shall either select a vacant Teacher Assistant position, exercise their bumping rights (if applicable), or decide to remain in their current position as per above. Selection will continue until either all candidates are placed or all positions are filled.

The Board will attempt to maximize hours subject to operational need.

After the August 30<sup>th</sup> meeting, once all positions have been filled or all candidates have been placed, all provisions of the collective agreement will apply.

The Board will post a minimal number of District Teacher Assistant positions. New Teacher Assistant positions created during the school year may be filled on a temporary basis by District Teacher Assistant's and shall be reposted at the end of the school year. Any increase in hours allocated to the District Teacher Assistants will be by seniority.

(j) Gender Specific Postings

In the event the need for a gender specific posting arises, the parties shall meet to resolve the issue. Should the parties agree, a joint request for variance shall be sent to the Human Rights Council. Should one party disagree, the reasons for disagreement shall be sent with the request for a variance, which shall no longer be joint. The parties agree to abide by the decision of the Human Rights Council.

16.02 Information in Postings

Such notices shall contain:-

- (a) Duties of the position
- (b) School or schools or other buildings involved, if applicable
- (c) Rate of pay
- (d) Hours of work
- (e) Qualifications required.

16.03 Appointments

In making appointments, the applicant with the greatest seniority and having the required qualifications will be selected. Where appointments are made from within the bargaining unit, the selection shall be made within two (2) weeks of the closing date of the posting wherever possible. All candidates will be notified in writing of the selection so made.

16.04 Trial Period

The successful applicant in a new classification shall be placed on trial for a period of sixty (60) of the Employees working days. Conditional on satisfactory service, such trial promotion shall become permanent (except for temporary Employees) after the period of sixty (60) of the Employees working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themself unable to perform the duties of the new job classification, the Employee shall be returned to their former position without loss of seniority and wage or salary. Any other Employee promoted or transferred because of the re-arrangement of position shall also be returned to their former position without loss of seniority and wage or salary.

16.05 Disabled Employee's Preference

An Employee who has been incapacitated at their work by injury or compensable occupational disease, or who through disablement, is unable to perform their regular duties, will be employed in other work where possible, PROVIDED that such Employee may not displace an Employee with more seniority.

16.06 Staff Development

- (a) The Parties agree to maintain a Joint Staff Development Committee composed of three (3) members from each. Meetings shall be held at a time and place established by the Secretary-Treasurer, and chaired by the Secretary-Treasurer or designate.

- (b) In the event a regular Employee enrolls in job related training approved by the Committee, on written application by the Employee, the Committee shall reimburse the costs of enrolment and course materials upon successful completion. Job related training shall include courses which would qualify the Employee for promotion.

**17. LAYOFFS AND RECALLS**

17.01 Role of Seniority

In cases of layoffs, and recalls from layoffs, within the system the applicant with the greatest seniority and having the required qualifications will be selected, EXCEPT in circumstances beyond the Board's control. In the event of layoffs, Employees shall be laid off in the reverse order of their seniority. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the less senior Employee. Ten (10) month Employees shall not be entitled to exercise bumping rights during normal school closures.

The layoff procedure shall be as follows:

1. Board identifies Employees affected by lay-off in writing.
2. The Board provides a current seniority list with names, job classifications, hours of work and where applicable, locations to the Union and laid off Employee.
3. The Secretary-Treasurer or designate shall, if requested, meet with the laid off Employee(s) and Union representative to discuss options. The Senior Employee shall indicate their choice as to what position they wish to bump as soon as possible to a maximum of five (5) working days or longer, if mutually agreed. It is understood that an Employee bumping must meet the required qualification for the position into which the Employee is bumping.
4. When an Employee has been bumped, the Secretary-Treasurer or designate shall, if requested, meet with the Employee(s) and a Union Representative to discuss the Employee's options. The Employee shall make a choice within five (5) working days.
5. An Employee exercising bumping rights may bump into an equivalent or lower or higher paid classification depending upon seniority and qualifications.
6. An Employee cannot bump a part of a position, they must bump a position that is full-time or positions that are less than full-time.

17.02 Recall Procedure

Employees shall be recalled in the order of their seniority, if qualified.

17.03 No New Employees

New Employees shall not be hired until those laid off have been given an opportunity of recall, PROVIDED that they are qualified for the positions.

17.04 Notice of Layoff

The Board shall notify Employees, in writing, other than temporary Employees, who are to be laid off, thirty (30) working days before the layoff is to be effective. If the Employee has not had the opportunity to work twenty (20) working days after notice of layoff, the Employee shall be paid in lieu of work for that part of the twenty (20) working days during which work was not available.

17.05 Vacant Positions

A regular Employee who is about to be laid off may be offered any position that is being filled by a probationary Employee at the time of layoff provided the regular Employee has the required qualifications to fill such a position. In the event the Employee chooses not to accept the position, normal bumping provisions shall prevail.

**18. HOURS OF WORK**

18.01 Work Week

The five (5) consecutive day (Monday to Friday) working week shall be the established policy of the Board for all Employees.

18.02 Category 1, 2 and 3 Employees

Employees covered under categories #1, #2 and #3 in the Schedule of Wages shall have a regular work day of seven and one-half (7 1/2) hours and a regular work week of thirty-seven and one-half (37 1/2) hours.

18.03 Category 1 Employees

Employees covered by category #1 in the Schedule of Wages who, through the exigencies of the job, are unable to complete their shifts in seven and one-half (7 1/2) hours a day, shall follow the procedure outlined below:-

- (a) The regular working day shall not exceed eight (8) hours.
- (b) The extra half-hour each day shall be accumulated towards time off at a mutually acceptable time which shall be agreed to at least two (2) weeks in advance.

- (c) As of December 31 in any year all such unused accumulated time shall be deleted from the Employee's record of payment in cash at the Employee's regular rate of pay.

18.04 Category 4, 5 and 6 Employees

Employees covered under categories #4, #5 and #6 in the Schedule of Wages shall have a regular work day of seven (7) hours and a regular work week of thirty-five (35) hours between the hours of 6:00 a.m. and 6:00 p.m. daily.

18.05 Part-Time

The normal assignment for a part-time Employee is less than seven and one-half (7 1/2) hours per day in Categories 1, 2, and 3, less than seven (7) hours per day in Categories 4, 5, and 6, and/or fewer than five (5) days per week in Categories 1 through 6.

18.06 Temporary Work Schedule Changes

Due to changing job requirements, it may be necessary to vary start and finish times for Employees from time to time on an occasional basis with the following provisions:

- i) twenty-four (24) notice of the change is given unless overtime is paid for hours which fall short of twenty-four (24) hours;
- ii) the new schedule is consecutive hours unless the current shift is split; and
- iii) the work week remains the same.

18.07 Rest Periods

Employees working four (4) consecutive hours per day or more shall be entitled to one paid rest period.

Employees working six (6) hours per day or more shall be entitled to two (2) paid rest periods.

Employees working seven (7) hours or more shall be entitled to two (2) paid rest periods and an unpaid lunch break.

Employees required to work overtime shall be entitled to a paid rest period every two (2) hours.

Times for rest periods shall be established at the discretion of the Supervisor.

18.08 Minimum Daily Hours

- (a) The Board is committed to providing a minimum of four hours of work for a regular continuing Employee reporting for work and for a temporary Employee reporting for work who has posted into the position.
- (b) Exemptions from the four hour minimum:
  - (i) small schools with fewer than 75 students in which case a two hour minimum will apply
  - (ii) other positions by mutual agreement
- (c) The four hours will be consecutive but may exclude a lunch period of up to one hour. Bus driver are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of 12 consecutive hours.
- (d) Where posting of additional hours is required, additional hours of less than four hours may be posted as "extra hours" and are available to Employees who are able to accept the hours, in addition to their current assignment. Where posting of extra hours is not required, the additional hours shall be assigned as per the Collective Agreement.
- (e) 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.

**19. OVERTIME**

19.01 Overtime Defined

- (a) All the time worked before or after the regular work day and the regular work week (see Articles 18.02, 18.03 and 18.04 above), or on a holiday, shall be considered overtime.
- (b) Overtime opportunities shall be awarded on the following basis:
  - i) first, to the Employee or replacement who is assigned the work on the day the overtime is to be done, or on the day previous in the case where the overtime is to be done on a non-working day;
  - ii) second, to the senior qualified Employee in the job classification, in the case where no Employee or replacement is assigned to do the work on the day the overtime is to be done, OR on the previous day where the overtime is to be done on a non-working day;

iii) thirdly, in the case of work necessary to be scheduled on a pre-arranged basis, to the person regularly and normally assigned the job, or when that person is not available, to the senior qualified Employee in the job classification.

- (c) For pre-arranged overtime, where an Employee has to return to work, a two (2) hour minimum will apply.

19.02 Payment of Overtime

- (a) The rate for overtime shall be one and one-half (1 1/2) times the hourly rate for the first three (3) hours and twice the hourly rate thereafter.
- (b) The rate for hours worked on Saturday or Sunday or statutory holidays shall be twice the hourly rate for Employees who have worked the fully scheduled hours as indicated in Article 18 above.
- (c) Time off at the appropriate rate shall be granted in lieu of pay where possible.
- (d) Time off must be taken in the year that it is earned. Any accumulation as at December 31 of the year will be paid out on the final cheque of the year.

19.03 Call-out

- (a) Call-out shall be defined as a period of work when an Employee is brought back to work after having officially completed their duties for the day or the week and has left the job in a normal manner.
- (b) Any Employee who is called out before or after regular working hours as defined in Section (a) above, shall be paid two (2) hours at straight time plus the actual time worked at the appropriate overtime rates.
- (c) Call-out does not apply in situations where the Employee has been notified prior to the completion of their regular shift to return to work for overtime or extra hours.
- (d) For call-out of substitute or casual Employees sections (a), (b), and (c) do not apply.

20. **n.a.**

**21. HOLIDAYS**

21.01 List of Holidays

In accordance with the provincial statutes regulating general holidays, all Employees coming within the provisions of this Agreement shall be entitled to the following statutory holidays, namely:-

New Year's Day	B. C. Day
Good Friday	Labor Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Canada Day	Boxing Day
	Christmas Day

AND any other day proclaimed by Federal, Provincial or Municipal Governments, PROVIDED that an alternate holiday shall be granted if heating or emergency circumstances require an Employee's presence at school on a statutory holiday and, without limiting the responsibility of the Employee for necessary duties at school as required.

Employees working less than five (5) days per week shall be paid on a pro rata basis for statutory holidays which fall on days on which they normally would not work. Notwithstanding the above, an Employee shall not receive pay for a statutory holiday unless the Employee has earned wages or performed work in respect of fifteen (15) of the thirty (30) calendar days before or after a general holiday.

21.02 Christmas and New Year's Holidays

The following provisions shall apply during the Christmas and New Year's holidays to Employees scheduled to work:-

- (a) When Christmas Eve and/or New Year's Eve falls on a working day, all Employees shall be entitled to time off commencing at 2:00 p.m. without loss of pay.
- (b) When Christmas Day falls on a Tuesday, the preceding Monday shall be declared a day off with pay.
- (c) When Christmas Day falls on a Wednesday, the next succeeding Friday shall be declared a day off with pay.

21.03 Holidays During Vacation

If a statutory or declared holiday falls or is observed during an Employee's vacation period, the Employee shall be granted an additional day's vacation for each holiday in addition to regular vacation time. If a holiday falls on a Saturday or Sunday, the Employee shall have an alternate day for that day.

21.04 Proclaimed School Holiday

When, in addition to regular holidays, a school day is proclaimed a holiday by the Minister of Education, Employees covered by this Agreement shall be entitled to receive that day as a holiday or another day in lieu as may be mutually agreed between the parties to this Agreement.

**22. VACATIONS**

22.01(a) A regular full time Employee, shall receive an annual vacation with pay in accordance with the Employee's years of employment as follows:

Less than 1 year	-	0.834 days per month employed
After 1 year	-	2 weeks
After 2 years	-	3 weeks
After 7 years	-	4 weeks
After 15 years	-	5 weeks
After 20 years	-	6 weeks

- (b) Employees shall receive vacation pay based upon 2% of previous years' earnings per week of vacation entitlement.
- (c) No more than five (5) days of vacation time may be carried forward into the next year.
- (d) Vacations may be taken during the year in which they are earned, provided that Employees who leave the Board's service after taking their vacation and before completing the required months of service shall have the value of any unearned vacation recovered from their termination pay.
- (e) Vacations are pro-rated for part year active employment and for vacation calculation; leaves of absence without pay in excess of 30 working days, leaves for Workers' Compensation reasons after top up ends for any one occurrence; time on layoff and unpaid sick leave are not counted as active employment.

Notwithstanding the above, years of employment entitlement levels shall not be affected.

22.02 Long Term Supplementary Vacations

In addition to regular holidays, long term supplementary vacations will be granted as follows:-

- (a) After ten (10) years' consecutive service, one (1) week of supplementary vacation shall be taken after reasonable consultation between the Employee and the Board, at any time during the following five (5) years.
- (b) After fifteen (15) years' consecutive service, two (2) weeks of supplementary vacation shall be taken after reasonable consultation between the Employee and the Board, at any time during the following five (5) years.

- (c) After twenty (20), twenty-five (25) and thirty (30) years of consecutive service as the case may be, four (4) weeks of supplementary vacation shall be taken after reasonable consultation between the Employee and the Board at any time during each interim five (5) year period.
- (d) Prior to completion of ten (10) years of service and prior to the completion of each succeeding five (5) year period thereafter, a letter shall be sent to the Employee stating that the Employee will be eligible for supplementary vacation to be used in one of the following ways over the following five (5) years:-
  - 1. The Employee (EXCEPT school term Employees) shall take the time as a paid vacation.
  - 2. School term Employees may opt to take the time as a paid vacation or receive the supplementary holiday pay at the Spring break and Christmas break.

22.03 Vacation Period

Employees shall take the holidays to which they are entitled at any time during the year to be taken at a mutually agreeable time. Employees terminating their services during the year will receive pro-rated paid holidays based on the number of months worked from the employment anniversary to the date of termination. Requests for vacations must be submitted in writing at least one (1) month prior to the vacation being taken, EXCEPT where there are extenuating circumstances. The Board may exercise discretion in deciding how many Employees in a department may take vacations at any one time.

22.04 School Term, Casual and Temporary Employees

All Employees who work the school term but who are not required to work the Easter or Christmas recess, temporary and casual Employees, shall receive their vacation pay, based on the appropriate percentage of gross pay, on each pay cheque.

22.05 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 23. The Employee is required to provide a medical document of proof of the hospitalization or confinement.

**23. SICK LEAVE PROVISIONS**

23.01 Sick Leave Defined

Sick leave shall mean that period of time an Employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment by a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick leave does not apply to temporary or casual Employees.

23.02 Amount of Sick Leave

After completion of the probation period, sick leave on the basis of seven percent (7%) of the hours worked, excluding premiums, or paid during a pay period, shall be allowed from the date of appointment and such may accrue as of January 1st 1968. Employees shall be permitted to use their accumulated leave in excess of their current calendar year allowance to a maximum of one hundred twenty (120) days in a calendar year.

23.03 Sick Leave For Employees Who Work Less Than Twelve Months

Employees who are employed for less than twelve (12) months and are offered regular or temporary employment in their own category or a category for which they are qualified during the months in which they do not normally work, shall be permitted to use their sick leave credit for time off due to illness or accident while so employed.

23.04 Sick Leave Accrual

- (a) Beginning January 1st 1958 where in any one year an Employee has not had a sick leave or only a portion thereof, they shall be entitled to an accrual of one hundred per centum (100%) of the unused portion of such sick leave for their future benefit.
- (b) For those Employees in the service of the Board on February 28th 1981, after ten (10) years of service or on retirement, a cash remuneration of accumulated sick leave (to a maximum of ninety (90) of the Employees' regular work days averaged over five (5) years) shall be paid to such Employee (or their beneficiary should they die in service) whose services are terminated, EXCEPT for just and reasonable cause.
- (c) For those Employees whose service with the Board began on or after March 1st 1981, after ten (10) years of service and on retirement, and being eligible for a superannuation allowance, a cash remuneration of accumulated sick leave (to a maximum of ninety (90) days) shall be paid to such Employee (or their beneficiary should they die in service).

(d) At the Employee's request and provided there is no conflict with the provisions of the Income Tax Act, the payment of this allowance shall be:-

1. A lump sum payment at the time of termination or retirement, or
2. For income tax purposes, held over to any taxation year following termination of employment, or
3. A group Registered Retirement Savings Plan payable to the registered carrier to be held in trust for the Employee and payable at normal retirement age.

(e) Sick leave will be expressed in hours.

23.05 Proof of Illness

An Employee is required to produce a medical certificate for any illness in excess of five (5) working days. Where possible, the certificate will specify the Employee's expected return to work date.

In the event the leave is expected to exceed twenty (20) working days, the position shall be posted as a temporary position.

Employees returning from a medical leave in excess of five (5) working days must provide a medical certificate certifying that they are able to resume their duties.

The cost of the above medical certificates shall be paid by the Board.

23.06 Sick Leave Records

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

23.07 Medical Examinations

All Employees covered by this contract who are required by the Board to have medical examinations and/or inoculations shall have the cost borne by the Board, including loss of wages.

**24. LEAVE OF ABSENCE**

**24.01 General Leave**

- (a) The Board may grant up to thirty (30) working days leave of absence, with or without pay based on the circumstances and merits of each Employee's request. Such leave, if granted, shall be at the discretion of the Secretary-Treasurer of the Board and subject to review by the Board from time to time for conformity with Board policy.
- (b) Leave of absence in excess of thirty (30) working days may be granted only by special resolution of the Board for the purposes of personal leave, etc. The vacated position in such cases shall be considered temporary for the duration of such leave. Any re-arrangement caused directly as a result of such leave shall also be temporary for the duration of such leave.

The Employee requesting such leave shall retain their seniority but shall not accumulate seniority for the duration of the leave. In addition, the Employee shall pay all costs of benefits during such leave.

Upon return from such leave, the Employee will be placed in their former position if it is available, otherwise they will be placed in a position as similar as possible to the original vacated position.

- (c) An Employee may, at the discretion of the Employee's immediate supervisor, in consultation with the Secretary-Treasurer of the Board, be granted up to two (2) days' leave of absence with pay in any one calendar year to attend a serious household or domestic emergency.

**24.02 Bereavement Leave**

- (a) Bereavement leave with pay shall be granted in accordance with Article 24.01 above, in the event of the death of an Employee's spouse, child (including spouse's child), parents, step-parents, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandparents, and grandchildren.
- (b) Bereavement leave with pay in the case of death of one of the relatives mentioned in Section (a) above shall normally be granted under one of the following conditions:-
  - 1. The Employee actually attends the funeral.
  - 2. The Employee, while not able to attend the funeral, is required to assist the family in affairs regarding the estate.
  - 3. The Employee is unable to attend the funeral, but is too distraught to be able to perform effectively the normal duties of the job.

- (c) If any of the above conditions are met, leave with pay of up to three (3) days shall be granted.
- (d) A further two (2) days leave with pay shall be granted under exceptional circumstances (e.g. - where the funeral takes place more than one hundred fifty (150) miles from Powell River). Additional leave with pay may be granted at the Employee's request.
- (e) Employees may be granted one-half (1/2) day leave with pay to attend a funeral in the capacity of a pallbearer.

24.03 Union Leave of Absence

- (a) Any Employee who is required to attend a Union convention or perform any other function on behalf of the Union and its affiliates necessitating a leave of absence shall, upon application to the Secretary-Treasurer of the Board, be granted leave of absence at no cost to the Board for their salary or benefits.
- (b) Where a significant number of absences are anticipated, in the case of absences for a "Teacher Assistant" (Support Service Assistant), the Union agrees that the Board may use the same casual Employee for all absences of the "Assistant" on any leaves.

24.04 Union Business

Time off with pay shall be granted to representatives of the Union to transact business with the Board when such a meeting is mutually agreed to by the Board and the Union (e.g. - salary negotiations).

24.05 Leave of Absence for Union Officials

- (a) Where an Employee is elected or selected for a part-time /full-time position with C.U.P.E., the Board shall grant leave of absence for periods of up to one (1) year, without loss of seniority, provided that the absence of the Employee does not interfere with the bona fide operational requirements of the School District.

During the term of office, or with respect to any leave of absence granted without pay under this section, such Employee shall receive the pay and benefits as provided in the current Agreement on the understanding that the Union will reimburse the Board for all pay and benefits during the period of absence, i.e., there will be no cost to the Board. Where the length of absence is for a part-time /full-time position with the Union an Employee may request further leave of absence prior to the expiry of any such leave.

Prior to returning to the employ of the Board, the Employee on leave for a position with the Union will give no less than thirty (30) days notice of returning to the service of the Board unless not reasonably possible to do so.

- (b) The Board agrees that any Employee who might be elected or appointed to a part-time or full-time position with the British Columbia Federation of Labor or one of its Councils, or the Canadian Labor Congress, may be granted leaves of absence without loss of seniority for periods up to one (1) year, but not less than three (3) months, provided that there shall be no cost to the Board. Such leave shall be renewed each year on request, during the term of office, by giving no less than thirty (30) days' notice to the Board. Upon termination of such period of office, such an Employee may return to a position subject to all terms and conditions of the Collective Agreement applying to posting and filling of vacancies.
- (c) In the case of leaves of absence for Union officials under this Article or Article 24.03, the parties agree that one (1) replacement Employee may be used for each Union official's position, providing normal seniority provisions are followed.

24.06 Jury or Court Witness Duty

An Employee who is subpoenaed for jury duty or called upon to act as a court witness shall continue to receive full pay while so engaged, PROVIDED the Employee turns over to the Board any monies the Employee receives for serving as a juror or witness on days the Employee would normally be working.

An Employee called upon to act as a witness in court or at any other judicial proceedings on behalf of the Board, shall be paid at the straight time rate of pay for all hours spent in so doing. Hours worked before or after the Employee serves as a witness will be at straight time. Overtime pay will only be appropriate if actual work is performed in accordance with the provisions for overtime payment in Article 19. An Employee receiving a full day's pay for appearing in court under this subsection will not necessarily be called in to work their regular shift on that date.

24.07 Medical Care Leave

Employees shall be allowed up to a maximum of three (3) working days per annum, to be deducted from the Employee's personal accumulated sick leave, in order to conduct preventive medical health and dental care procedures. Such deduction shall be taken in no less than one-half (1/2) working day periods. On request, Employees may be required to show proof of medical or dental care. When the Employee's Supervisor agrees with the reduction, medical care leave may be reduced to no less than one hour blocks.

24.08 Maternity and Parental Leave

The provisions of part 7 of the Employment Standards Act shall apply except as detailed below:

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

(b) Employment During Pregnancy

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

(c) Length of Maternity Leave

Maternity leave shall cover a period up to six (6) months before or after the birth or adoption of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of six (6) additional months shall be allowed. General leave may be granted where additional leave is required because of the health of the unborn child.

(d) Seniority Status During Maternity Leave

While on maternity leave an Employee shall retain and accumulate their full employment status in connection with the seniority provisions. The services of an Employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension or other plan beneficial to the Employee and the Employee may continue coverage of welfare benefits as described in Article 28, but shall pay one hundred percent (100%) of the premium cost of such benefits.

24.09 Paternity Leave

An Employee will be granted one working day leave with pay on the day of the birth of their child(s).

24.10 Deferred Salary Leave Plan

C.U.P.E. members shall be included in the Deferred Salary Leave Plan as contained in Board Policy 5420 (Regulation) Appendix A.

24.11 Educational Leave

Educational leave may be granted, without pay and benefits, for Employees to upgrade educational qualifications. Each case will be determined on an individual basis and on the bona fide operational requirements of the Board. Approval or disapproval will not be subject to the grievance procedure. When educational leave is granted, seniority shall be maintained and accumulated. Vacation and sick leave shall not be accrued but will remain banked at the same level accrued by the Employee, prior to the Employees' leave.

**25. PAYMENT OF WAGES AND ALLOWANCES**

25.01

- (a) The salaries paid shall be in accordance with the schedule attached and any new positions coming within the jurisdiction of the Board shall be mutually agreed upon by the Board and the Union and paid on a pro rata basis.
- (b) Pay days shall be every second Friday.
- (c) All remuneration will be by automatic payroll deposits to a local financial institution.

25.02 Lead Hand Appointments

When a Garage Foreman or Working Foreman/Multi-trades, is absent for sickness, holidays, etc. an Employee of the same department must be appointed as their relief as follows:-

- (a) For scheduled vacations, leaves of absence, etc., the appointment shall be from the first day of absence.
- (b) For sickness and unscheduled leaves of absence, the appointment shall be made and paid on the third day of absence.
- (c) The Employee shall receive an extra ten percent (10%) above the Employee's own salary during such period of relief.

25.03 Premium for Licenses and Certificates

- (a) Employees who maintain a steam ticket or a bus driver's license with air brake endorsement, in addition to licenses or certificates required to perform their regular duties and who are willing and available to substitute when necessary, shall be paid ten cents (10¢) per hour above their regular rate of pay.
- (b) Any custodian who holds, AND USES, a steam ticket shall be paid thirty cents (30¢) per hour above their basic salary.

25.04 Shift Differential

- (a) An afternoon shift allowance shall be paid for hours worked between 3:00 p.m. and 10:59 p.m.
- (b) A night shift allowance shall be paid for hours worked between 11:00 p.m. to 6:59 a.m.
- (c) In subsequent years, the allowance will increase by the same percentage as the average percentage increase in the schedule of wage rates. See the schedule of wage rates for current allowances.
- (d) Bus drivers who must return to work for additional mid-shift runs shall be compensated a minimum of one (1) hour's pay.

25.05 Split Shift Differential

Forty-five (45) minutes shall be allowed as a split shift differential for bus driver-custodians. Fifteen (15) minutes of this allowance shall be used for sweeping the bus.

25.06 Travel Allowance

- (a) Mileage allowance at the rate in accordance with Board policy shall be paid to Employees as follows:
  - (i) to Employees required, at the Board's request, to travel from one work location to another during the Employee's shift;
  - (ii) to Employees holding a job posting requiring work at more than one work location;
  - (iii) to Employees holding more than one job posting at different locations where at least one job location is outside the District of Powell River, mileage shall be paid to or from the location outside of the District boundaries.

Mileage shall not be paid to or from the Employee's place of residence.

- (b) Where an Employee is required by the Board to travel between work sites, no deduction will be made for travel time.
- (c) Any Employee required to use their vehicle in the performance of their duties, if requested by the supervisor, will be reimbursed for the difference between "to work" and "business class" insurance.
- (d) Where an Employee combines two job postings at their request, no mileage is paid between the locations (except as per (a)(iii)).
- (e) Casual Employees filling in for regular Employees will receive mileage on the same basis as the regular Employee whom they are replacing.
- (f) Ferry fares will be paid by the Board for those Employees who live and work on Texada and who are required by the Board to attend special sessions in Powell River.

25.07 Retirement

When Employees retire at or after the minimum retirement age set out in the Pension (Municipal) Act, and having completed ten (10) years or more continuous service with the Board, they shall be granted four (4) weeks extra pay, and if an Employee has not taken their holidays for the current year, the Employee shall be paid in lieu of such holidays in the proportion of the time worked in the year of the Employee's retirement. Early retirement shall be considered on an individual basis by the Board.

25.08 Rate of Pay For Job Performed

Except for lead hand appointments in accordance with Article 25.02 above, when an Employee performs the tasks required of another job classification, the Employee shall receive their regular rate or the rate for the job, whichever is greater.

26. n.a.

27. n.a.

28. **WELFARE BENEFITS**

28.01 Qualifications

Welfare benefits only apply to regular Employees working 20 hours or more per week and those Employees qualifying under 15.07 (b), who work 20 hours per week or more. For casual Employees, an average of 20 hours per week or more must be maintained over a 6 month period to qualify and the average must be maintained to continue to qualify.

28.02 Medical Plan

Participation in the Medical Services Plan, including extended coverage, shall be a condition of employment for all who can qualify. Extended coverage shall include vision care at \$200.00 per family member per twenty-four (24) month period. The Board shall pay ninety per centum (90%) of the premium cost and deduct the remaining ten per centum (10%) of the premium cost from each participating Employee's pay cheque.

28.03 Dental Plan

Participating in the dental plan shall be a condition of employment for all who can qualify. The Board shall pay ninety per centum (90%) of the premium cost and deduct the remaining ten per centum (10%) of the premium from each participating Employee's pay cheque.

28.04 Group Life Plan

Participation in a group life assurance plan shall be a condition of employment for all new Employees engaged after January 1st 1963. The Board shall pay one hundred per centum (100%) of the premium cost. The Employment Insurance refund is to be used to reduce the premium cost.

28.05 Superannuation

- (a) The provisions of the Public Sector Pensions Plan Act shall apply to all Employees covered by this Agreement PROVIDED they work twenty (20) hours or more per week. The Board will pass the required resolutions in accordance with the above-named Act to comply with this provision.
- (b) All Employees who come under the Municipal Superannuation scheme MUST retire at the end of the month during which their (65th) birthday falls. However, if a written request for extension of service is made two (2) months before the date of retirement, the Board may grant such an extension as follows:-
1. If the Employee is not eligible for inclusion in the Municipal Superannuation scheme, employment may be extended up to five (5) years beyond maximum retirement age.
  2. If the Employee is eligible for a Municipal Pension, employment may be extended to either June 30 or December 31 following the Employee's (65th) birthday if the Board deems it advisable that the Employee work until the end of the current school term.

28.06 Continuation of Welfare Benefits

Where an Employee continues to be absent from work due to sickness after the total of the Employee's sick leave accrual has been used, or if the Employee is laid off, the Board shall maintain the Employee's membership in the Medical Services Plan, Dental Plan and the Group Life Insurance Plan by paying the full amount of the premiums due on his behalf for a period of up to three (3) months. The Employee will refund to the Board the amount of the Employee's share of the premium so paid on the Employee's return to work. At the expiry of this three (3) month period, if the Employee is still unable to return to work, the Employee's case shall be reviewed by the Board.

28.07 Long Term Disability

The Board shall provide a long term disability plan for all regular Employees working a minimum of twenty (20) hours per week.

The plan shall pay sixty-seven per centum (67%) of monthly salary to a maximum determined by the highest rate in the Collective Agreement.

The qualification period shall be one hundred twenty (120) working days.

The Board shall pay ninety per centum (90%) of the premium cost and deduct the remaining ten per centum (10%) from each participating Employee's paycheck.

28.08 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 with the PEBT.

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

**29. SAFETY AND HEALTH**

29.01 Health and Safety Committee

- (a) A joint Health and Safety Committee shall be established pursuant to the Industrial Health and Safety Regulations.
- (b) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

29.02 Disclosure of Information

The Board shall provide the Union with written information which identified all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

It is recognized by both parties that it is incumbent upon the Employees to ensure themselves that they are aware of all materials being used, the contents and safety precautions. The Union agrees to ensure that information is distributed.

29.03 Workers Compensation

- (a) An Employee absent as a result of a compensable illness or injury shall receive payment as follows:
  - (i) for the first thirty (30) calendar days regular salary;
  - (ii) after the first thirty (30) calendar days regular salary topped-up from the Employee's sick leave credits. In the event the Employee has no sick leave credits, the cheque shall be sent to the Employee directly by W.C.B.

- (b) Sick leave accrual pursuant to Article 23.02 shall continue only for the period the Employee receives top-up.
- (c) Vacation accrual shall continue only for the period the Employee receives top-up.

However, such credits may be carried forward to subsequent years notwithstanding Article 22.01 (c) or can be used to purchase pension credits or benefits pursuant to (d) and (e) below.

- (d) Superannuation pensionable service shall not accrue after the expiry of top-up, pursuant to the Pension (Municipal) Act, but may be purchased providing the Employee pays both the Board and Employee share.
- (e) Health and welfare benefits shall continue during W.C.B. absence for the first two (2) years at the current cost share, however, the Employee shall have the option of continuing coverage beyond two (2) years at full cost to the Employee.

#### 29.04 Safety Gear

Where the provisions of the Workers' Compensation Board require the purchase or use of safety equipment, the Board agrees to pay fifty per centum (50%) of the cost of such items once every year. This figure is to be reviewed by the Board from time to time. The selection of safety equipment must be approved by the Board's representative prior to purchase.

#### 29.05 Visual Display Terminals - VDTs

Problems or concerns of Employees who operate VDTs shall be referred to their immediate supervisor's attention. If a solution cannot be effected, the matter shall be referred to the District Safety Committee.

#### 29.06 Refusal to Work

Employees shall have the right to refuse unsafe work pursuant to Section 3.24 of the Industrial Health and Safety Regulations.

#### 29.07 Whistle Blower Protection

No Employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting pollution, W.C.B. or other illegal statutory violations by the School District providing the Board is notified first, in writing, of the alleged violation.

**30. TECHNOLOGICAL AND OTHER CHANGES**

30.01 Advance Notice and Discussion Between the Parties

The Board shall give not less than ninety (90) calendar days notice in writing to the Union of its intention to introduce technological change. Upon receipt of such notice, the Union shall, within ten (10) calendar days, meet with the Board to discuss the intended technological change. Discussion between the parties shall include the opportunity for training, retraining or transfer, in accordance with the provisions of Article 30.03, of those Employees who will be displaced by the said change.

30.02 Placement of Affected Employees

- (a) The Board shall endeavor to place an Employee who is to be displaced by technological change in other work consistent with the Employee's seniority, mental or physical ability, or other qualifications, and to provide any necessary training or retraining.

(b) Training

Where, in the opinion of the Board, additional skills, certification or license are required of an Employee, the Employee shall be eligible for training. Such training will be provided without cost and with pay to the Employee but the Employee must become capable of doing the job within a time period mutually agreed to by the parties.

The Board shall pay the cost of an academic or technical course which is related to an Employee's work, and which has been approved by the Board prior to course registration on the basis of one hundred per centum (100%) of the fee upon successful completion of the course.

(c) Lay-off

If training outlined in 30.02 (b) cannot be undertaken or successfully accomplished, the Employee(s) may be laid off.

30.03 Severance Pay

The Board shall provide severance pay equivalent to one (1) week's pay at the Employee's current rate for each year of service to a maximum of twenty-six (26) weeks, to an Employee who becomes redundant due to the introduction of technological change, PROVIDED THAT:-

- (a) An Employee who is to be displaced by technological change shall not be entitled to severance pay if they refused to be placed in other work or to undergo training or retraining as provided for in this Article, EXCEPT THAT:-

- (b) An Employee shall, if the Employee so elects, be entitled to severance pay if the only other work in which they can be placed, or for which they can be trained or retrained, falls within a lower paid classification than the job currently held by the Employee.

30.04 Arbitration

If agreement is not reached by the parties following discussion under Article 30.02, or if the Union claims that the Board has violated any agreement arrived at by the parties following such discussions, the dispute shall be referred to arbitration under the provisions of Article 13 of this Agreement.

30.05 Shortage of Work

The provisions of this Article do not apply to Employees who are laid off or whose services are terminated due to shortage of work EXCEPT where shortage of work is caused in anticipation of, or by implementation, of technological change.

**31. JOB SECURITY**

31.01 Contracting Out

The Board agrees not to contract out any work regularly performed by members of the bargaining unit which would result in the laying off of any Employee or failure to recall any Employee on layoff or failure to fill any vacancy.

31.02 Volunteer Help

The Board or its authorized agents may use volunteer help PROVIDED that at all times job value, job content and tenure of employment of those Employees covered by this Agreement, shall in no way be impaired.

32. n.a.

**33. UNIFORM AND CLOTHING ALLOWANCE**

33.01 Clothing Allowance

An allowance of forty dollars (\$40.00) per year towards the cost of uniforms, of a style mutually agreed upon, shall be paid to those Employees required to wear uniforms (bus drivers, custodians, buildings and grounds maintenance personnel). Sixty per centum (60%) of the cost of smocks for clerical personnel and custodians shall be contributed by the Board when necessary, but not more frequently than once a year. Payment of the appropriate allowances will be made on submission of evidence that the uniforms have been purchased by the Employee.

**34. GENERAL CONDITIONS**

34.01 Union Activities

The Union, its members and/or its agents, shall not, during the hours of employment, conduct or attempt to conduct Union activities EXCEPT as herein expressly provided.

34.02 Joint Job Evaluations

The parties agree to adhere to the Terms of Reference for Joint Job Evaluation as agreed and signed by the parties.

34.03 Gender/Neutral Language

The parties agree to amend the Collective Agreement in a manner that would provide gender/neutral language.

34.04 Work Experience

The parties agree to participate in a placement of students or other persons in work experience within School District No. 47. The following conditions shall apply to all placements, except for School District students:

1. Work experience placements shall not exceed thirty (30) working days.
2. Participating in a work experience placement shall be subject to mutual agreement by the Union.
3. Participation in a work experience placement by an employee is completely voluntary.
4. A work experience placement will not replace or displace any continuing or temporary scheduled employee or hours.
5. No employee will be held liable or responsible for the improper action of any work experience placement.
6. A person placed within the District in a work experience shall be subject to the requirement of an acceptable criminal record check.
7. A person placed within the District in a work experience is not an employee nor entitled to any preference over any continuing or temporary employee with respect to rights or benefits resulting from employment or the Collective Agreement between the parties.

**35. DIRECTION AND SUPERVISION**

35.01 Teacher Assistants

1. All Teacher Assistants employed by the Board to assist teachers in carrying out their responsibilities and duties under the School Act and Regulation shall be assigned to classes and/or students by the Principal and shall be assigned specific duties by the teacher during designated periods of time. Teachers shall not assume employment supervision responsibilities for Teacher Assistants.

2. Teacher Assistants shall not assume the instructional duties and responsibilities of teachers pursuant to the School Act, Section 17(1), 17(2), and School Regulation, Section 4.

36. n.a.

37. n.a.

38. **TERM OF AGREEMENT**

38.01 Duration

This Agreement shall be binding and remain in full force and effect from the 1st day of July 2006 to the 30th day of June 2010 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

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

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

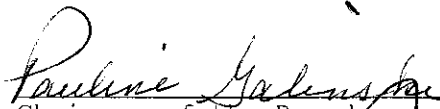
38.04 Wage Re-opener

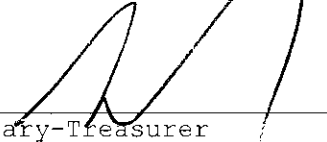
The parties agree that should the current Government/P.S.E.C./B.C.P.S.E.A. wage guidelines change to more accurately reflect the Cost of Living, or the Statutes of the Province of British Columbia are altered in such a way as to impact on clause 38.04, there will be further negotiations with respect to the Schedule of Wage Rates appended to this Agreement. It is also understood that should a re-opener occur, no Employee will suffer a loss of wage.

38.04 is not subject to Binding Arbitration.

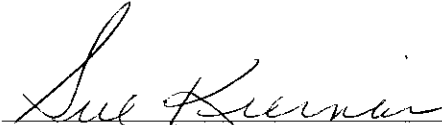
IN WITNESS WHEREOF the Corporate Seal of the Board has been hereunto affixed, attested to by the hands of its proper officers and those of the Union on this 16TH day of JANUARY, 2006/2007

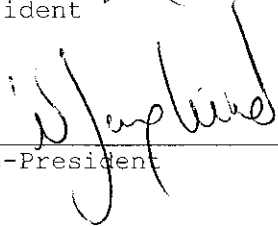
THE CORPORATE SEAL of the BOARD OF }  
SCHOOL TRUSTEES OF SCHOOL DISTRICT }  
NO. 47 (POWELL RIVER) was hereunto }  
affixed by and in the presence of:- }

  
\_\_\_\_\_  
Chairman of the Board }

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

SIGNED by the President and }  
Vice-President of the CANADIAN UNION }  
OF PUBLIC Employees, LOCAL 476 }  
(POWELL RIVER SCHOOL Employees) }

  
\_\_\_\_\_  
President }

  
\_\_\_\_\_  
Vice-President }

**SCHEDULE OF WAGE RATES**

Category	Class Specification	Spec #	Base Rate	7/1/2006 + 2%	7/1/2006 + \$.60	7/1/2007 + 2%	7/1/2007 + \$.60	7/1/2008 + 2%	7/1/2008 + \$.60	7/1/2009 + 2%	7/1/2009 + \$.30
1	Bus Driver	401	20.72	21.13		21.56		21.99		22.43	
2	Custodian 1	101	20.07	20.47		20.88		21.30		21.72	
	Building Service Worker	102	21.08	21.50		21.93		22.37		22.82	
3	Maintenance Co-ordinator		26.86	27.40		27.95		28.50		29.07	
	Working Foreman/Multi-Trades	306	25.32	25.83	26.43	26.96	27.56	28.11	28.71	29.28	29.58
	Garage Foreman/Mechanic	307	25.32	25.83	26.43	26.96	27.56	28.11	28.71	29.28	29.58
	Maintenance (1) Tradesman, Mechanic Bus Driver	308	24.45	24.93	25.54	26.05	26.65	27.18	27.78	28.34	28.64
	Multi- Skilled Tradesperson (Certified with T.Q.) (Buildings and Grounds)	309	24.45	24.93	25.54	26.05	26.65	27.18	27.78	28.34	28.64
	Tradesman - Maintenance Painter	309	24.45	24.93	25.54	26.05	26.65	27.18	27.78	28.34	28.64
	Journeyman Tradesman (Certified)	309	24.45	24.93	25.54	26.05	26.65	27.18	27.78	28.34	28.64
	Maintenance Man (Special Skills – Locksmith), (Buildings)	303	21.21	21.63		22.07		22.51		22.96	
	Maintenance Man (General - Buildings/ Grounds)	302	20.61	21.02		21.44		21.87		22.31	
	Gardener	203	21.21	21.63		22.07		22.51		22.96	
	Groundsman	201	20.61	21.02		21.44		21.87		22.31	
	Laborer (Buildings, Grounds and Transit)	404	19.46	19.85		20.25		20.65		21.06	
	Student Rate (for Government Subsidized Programs)		9.48	9.67		9.86		10.06		10.26	
	Foreman/Heavy Duty Mechanic	310	25.32	25.83	26.43	26.96	27.56	28.11	28.71	29.28	29.58

Category	Class Specification	Spec #	Base Rate	7/1/2006 + 2%	7/1/2006 + \$.60	7/1/2007 + 2%	7/1/2007 + \$.60	7/1/2008 + 2%	7/1/2008 + \$.60	7/1/2009 + 2%	7/1/2009 + \$.30
4	Clerk-Typist (All Divisions)	1001	20.96	21.38		21.81		22.24		22.69	
	Secretarial (School)	1002	22.67	23.12		23.59		24.06		24.54	
	Office Supervisor II	1003	24.39	24.88		25.38		25.88		26.40	
	Secretary/Alternate		20.96	21.38		21.81		22.24		22.69	
	Secretary/Operations	1005	22.32	22.77		23.22		23.69		24.16	
	Secretary/Special Services	1006	22.82	23.28		23.74		24.22		24.70	
	Secretary/Resource Centre										
	Secretary/Substitute Service										
	Office Supervisor I	1000	24.22	24.70		25.20		25.70		26.22	
	Middle School Supervisor	1008	23.78	24.26		24.74		25.24		25.74	
	Elementary School Supervisor (Effective July 7, 2005)	1004	23.28	23.75		24.22		24.70		25.20	
	Office Manager I	1009		23.75		24.22		24.70		25.20	
	Office Manager II	1010		24.88		25.38		25.88		26.40	
5	Accounting Clerk II (Administration Office)	1102	23.12	23.58		24.05		24.54		25.03	
	Payroll Clerk I (Administration Office)	1104	22.60	23.05		23.51		23.98		24.46	
	Payroll Clerk II (Administration Office)	1105	23.98	24.46		24.95		25.45		25.96	
6	Library Technician	1311	22.47	22.92		23.38		23.85		24.32	
	Child and Youth Care Worker	1304	22.38	22.83		23.28		23.75		24.22	
	Interpreter/Tutor										
	Support Service Assistant	1308	22.28	22.73		23.18		23.64		24.12	
	SSA/Therapeutic Dog Attendant	1309	21.26	21.69		22.12		22.56		23.01	
	Study Hall Supervisor (Max Cameron)										
	Technology and Computer Support Assistant (Elementary and Secondary)	1312	19.70	20.09		20.50		20.91		21.32	

Category	Class Specification	Spec #	Base Rate	7/1/2006 + 2%	7/1/2006 + \$.60	7/1/2007 + 2%	7/1/2007 + \$.60	7/1/2008 + 2%	7/1/2008 + \$.60	7/1/2009 + 2%	7/1/2009 + \$.30
	Health Care Assistant	1306	24.11	24.59		25.08		25.59		26.10	
	Cafeteria Assistant	1310									
	Special Programs Worker	1314	23.23	23.69		24.17		24.65		25.14	
	Special Programs Worker 2 (Effective Feb 6, 2006)	1315	23.23	23.69		24.17		24.65		25.14	
**	Afternoon Shift Differential		0.37	0.38		0.38		0.39		0.40	
**	Night Shift Differential		0.51	0.52		0.53		0.54		0.55	

BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 47 (POWELL RIVER)

TELEPHONE 485-6271  
FAX 485-6435

4351 ONTARIO AVENUE  
POWELL RIVER, B.C.  
V8A 1V3

LETTER OF AGREEMENT

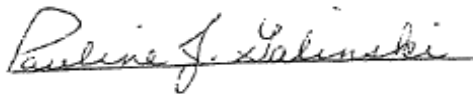
BETWEEN  
SCHOOL DISTRICT NO. 47 (POWELL RIVER)  
AND  
C.U.P.E. LOCAL 476

Re: Workload and Declining Enrolment

Due to projected declining enrolment in School District No. 47 (Powell River) and the Union's concerns regarding staff reductions and increasing workloads, the parties agree to the following:

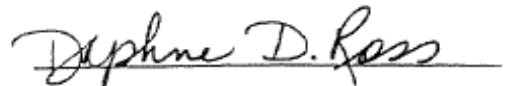
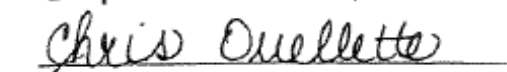
1. Staff reductions may result in increased workloads for remaining employees. The employer recognizes that production expectations may need to be adjusted. When staff reductions occur, the determination of reasonable workloads and priorities will be done in consultation with the Department affected.
2. Departmental concerns regarding workloads which cannot be resolved may be referred by either party to the Labour/Management Committee.

Signed this 23rd day of June, 1997.





School District No. 47  
(Powell River)

C.U.P.E. Local 476

A01873

**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 PEFT is able to take on this responsibility.

31. Once the PEFT is able to do so, the parties agree that they will participate on the following conditions:
  - a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
  - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
32. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

#### **Fiscal Dividend**

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

#### THE PARTIES AGREE AS FOLLOWS:

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

#### 1.0 Fiscal Dividend:

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

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
  - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.
- 1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 - June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:
- All leaves with pay
  - Maternity and parental leave
  - All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010