

COLLECTIVE AGREEMENT

between

**BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 788**

July 1, 2019 to June 30, 2022

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THIS AGREEMENT MADE THIS ___9th___ DAY OF ___March___ 2020

BETWEEN

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT # 64 (GULF ISLANDS)
(hereinafter called the "Board")
OF THE FIRST PART**

AND THE

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 788
(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 employer and employees and to recognize the mutual value of joint discussions and negotiations in all matters of mutual concern;

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1: DEFINITIONS

1.01 Board of Education

Wherever the phrase "Board of School Trustees" is used in any document between the Parties it has the same meaning as the phrase "Board of Education".

1.02 Regular Employee

- (a) A regular employee is an employee who has been appointed to a continuing position.
- (b) A regular employee who has satisfactorily completed the probationary period shall be entitled to employee benefits as provided in Article 29.

1.03 Substitute/Casual Employee

- (a) A substitute/casual employee is an employee hired to fill a work requirement which is anticipated to be less than two calendar months in duration, such as:
 - 1. Relieve in established positions;
 - 2. Augment regular work force on temporary or seasonal work projects;
 - 3. Work on capital work projects.
- (b) Substitute/casual employees shall be entitled to all rights and benefits of this Agreement, except the provisions of the following: Articles 18, 23, 24, 25 (paid leaves), 27 and 29.

1.04 Temporary Employee

- (a) A temporary employee is a substitute/casual employee hired to fill a posted temporary position.
- (b) Following three (3) months continuous employment, a temporary employee shall be entitled to sick leave and medical benefits as provided in the Collective Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Management Rights

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

ARTICLE 3: RECOGNITION AND NEGOTIATIONS

3.01 No Other Agreements

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

ARTICLE 4: HUMAN RIGHTS

4.01 The Board Shall Not Discriminate

The Board and the Union agree that there shall be no discrimination based on any protected grounds as set out in the British Columbia Human Rights Code nor by reason of membership or activity in the Union.

4.02 Employment Equity

Matters related to employment equity will be referred to the Labour Management Committee.

4.03 Bullying and Harassment

- (a) The Board and Union recognize the right of employees to work in an environment free from sexual or personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of harassment which may arise in the work place.
- (b) The process of addressing complaints shall be guided by District Policy and WorkSafe BC requirements.

- (c) Bullying and harassment shall be defined per WorkSafe BC regulations as
 - (i) any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated.
- (d) Intent does not determine whether the behavior is bullying or harassment. A person cannot excuse their behavior by saying they did not intend it to be humiliating or intimidating.
- (e) Any complaint alleging harassment will be dealt with as per Board Policy through the grievance procedure.

4.04 Indemnification Clause

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

ARTICLE 5: UNION SECURITY

5.01 All Employees to be Members

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

ARTICLE 6: CHECK-OFF OF UNION DUES

6.01 Check-off Payments

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

6.02 Dues Receipts

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

ARTICLE 7: BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 Collective Agreement

The Board shall make the current Collective Agreement available to all employees.

7.02 New Employees

- (a) The Board and the Union will be responsible for informing new employees of the availability of the Collective Agreement.
- (b) The Board and the Union shall provide an orientation for new employees each school year.

ARTICLE 8: CORRESPONDENCE

8.01 Correspondence

- (a) Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Secretary-Treasurer of the Board and the Secretary of the Union.
- (b) A copy of any correspondence between the Board and any employee within the bargaining unit which indicates a possible future action which would adversely affect the employee's employment status shall be provided to the Union.

ARTICLE 9: LABOUR MANAGEMENT COMMITTEE

9.01 Labour Management Committee

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

9.02 Function of Committee

The purpose of the Labour Management Committee is to promote cooperative resolution of workplace issues. The committee shall produce its own terms of reference but shall be limited to making recommendations only.

ARTICLE 10: BARGAINING RELATIONS

10.01 Bargaining Committee

The Union and the Board shall appoint a bargaining committee consisting of not more than five (5) members of the Board and not more than five (5) members of the Union. Provided that where the fifth union member requires a substitute, the Union shall cover the substitute costs.

10.02 Functions of the Committee

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

10.03 Time Off for Meeting

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

ARTICLE 11: BOARD DECISIONS

11.01 Board Decisions

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

ARTICLE 12: PERFORMANCE REVIEWS AND EVALUATION

12.01 Evaluation Reports

Where a written (form) evaluation of an employee's performance is carried out the employee shall be given the opportunity to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign. The form shall provide for the employee's signature in two places – one indicating the employee has read the evaluation and the other indicating the employee agrees/disagrees with the evaluation. The employee shall receive a copy of the evaluation report and, within (5) five working days, shall sign in the places provided. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee.

12.02 Frequency of Evaluation

- (a) A written (form) evaluation of a newly hired employee shall be completed prior to the end of the probationary period.
- (b) A written (form) evaluation for a regular employee shall normally be completed once every two years. However it may also be done at the request of the employee or supervisor – provided the employee is given written notice that an evaluation will be carried out.

12.03 Consultation with Labour Management Committee

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

ARTICLE 13: SENIORITY

13.01 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit.
- (b) For employees hired into a continuing position prior to July 1, 2019 seniority is defined as the length of service in the bargaining unit based on date of hire.
- (c) For employees hired into a continuing position on or after July 1, 2019 seniority is defined as the length of service in the bargaining unit based on the date of hire into a continuing position plus aggregate length of service in the employment of the Board, inclusive of service in temporary appointments as well as sub casual shifts. When the seniority date of two employees is equal the employee with the earliest date of hire shall be deemed to have the greater seniority.
- (d) After July 1, 2019 sub casual seniority is determined by number of shifts worked.
- (e) For the purpose of the Secondary Seniority List, seniority shall be calculated twice yearly, September and February, and a copy sent to the Union.
- (f) Should an employee relocate, and geography is determined to have impacted their ability to accrue seniority, their original date of hire shall be considered.

13.02 Employment Acceptance

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

13.03 Appointments

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

13.04 Loss of Seniority

- (a) Employees shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff or leave of absence approved by the board. Employees shall only lose their seniority in the event:
1. They are discharged for just cause and not reinstated.
 2. They fail to work three (3) shifts within a three (3) month period as a sub casual employee when offered work.
 3. They resign all positions.
 4. They fail to return to work within ten (10) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause.
 5. They are laid off for a period of longer than two (2) years.
 6. They retire.
- (b) Loss of seniority means loss of all rights as an employee.

ARTICLE 14: PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

- (a) When a new position is created or when a vacancy occurs within the bargaining unit which is anticipated to be greater than two (2) calendar months, the Board shall notify the Union in writing and post the position within ten (10) working days. The position shall be posted for a minimum of five (5) working days, except in accordance with Article 18.05.

- (b) If a position is increased by more than four (4) hours a week within twelve months of posting, or becomes full-time as a result of additional hours, it shall be re-posted.
- (c) Temporary postings that do not have a definite end date can be posted with the anticipated end date. Upon mutual agreement of the Board and the Union the end date may be extended without additional posting.

14.02 Information in Postings

Such notice shall contain the following information:

- Job title and classification
- Qualifications
- Location
- Shift, hours of work
- Pay rate
- Start date and end date (if position is temporary)
- Competition number
- Date of issuance
- Closing date

14.03 No Outside Advertising

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

14.04 Role of Seniority in Filling Vacancies

Both Parties recognize:

- (a) The principle of promotion within the service of the Board.
- (b) That job opportunity should increase in proportion to length of service. Therefore in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.02. All promotions, transfers and staff changes (except within the same classification) shall be for a probationary period of three (3) months.
- (c) Any employee who does not successfully complete the probationary period or decides for good and sufficient reason during the probationary period to return to their previous position shall be returned to their previous position and all other employees similarly affected will be returned accordingly.

14.05 Probationary Period

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

14.06 Notification to Employee and Union

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

14.07 On-the-Job Training

- (a) The Board will publish current job descriptions and maintain a program of on-the-job training and cross-training, so that every employee may have the opportunity of qualifying for promotion.
- (b) To assist in this process employees will be granted paid time to prepare and maintain job manuals for their positions.

14.08 Un-posted Increase in Hours

- (a) All part time employees are eligible for unposted increase in hours.

- (b) Where more hours become available within a classification in a work location where there is more than one part-time position within the classification, the increased hours shall be offered to employees in order of seniority, in accordance with Article 14.08 (a), provided operational requirements are met and Articles 14.01 (b), 18.04 (h) do not apply.

14.09 Voluntary Transfer

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

- (a) Transfer is completely voluntary on the part of both employees.
- (b) The employees shall continue to be appointed to their original positions during the transfer period.
- (c) The voluntary transfer shall be for a specific period of time and in any event shall not be longer than two (2) years. At the end of two (2) years, the transfers shall be made permanent or the employees will return to their original positions.
- (d) Either employee may, upon thirty (30) calendar days' notice, return to their original position, thereby terminating the voluntary transfer.
- (e) A voluntary transfer shall only be implemented upon mutual agreement of the Parties.
- (f) The impact of the change being contemplated will be considered with reference to student and school-based needs, and educational programs.

ARTICLE 15: DISCIPLINE, SUSPENSION AND DISCHARGE

15.01 Notice of Suspension or Discharge

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

15.02 Burden of Proof

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

15.03 Warnings

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

15.04 Right to Have a Steward Present

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

15.05 Access to Personnel Files

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

15.06 Adverse Reports

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

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

15.07 Suspension

- (a) Employees dismissed or suspended shall have recourse to the grievance procedure.
- (b) Unless otherwise decided upon in the grievance procedure, suspension will mean loss of pay for the time or duration of the suspension.

15.08 Crossing of Picket Lines During Strike

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

ARTICLE 16: GRIEVANCE PROCEDURE

16.01 Election of Stewards

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

16.02 Grievance Committee

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

16.03 Definition of Grievance

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

16.04 Settling of Grievances

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

Step 1 The aggrieved employee shall submit the grievance to their shop steward.

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

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

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

16.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or the Union has a grievance which must be submitted in writing, Steps 1 and 2 of Clause 16.04 may be bypassed.

16.06 Amending of Time Limits

Wherever a stipulated time is mentioned in Article 16.04 the said time limit may be extended by mutual consent of both Parties.

ARTICLE 17: ARBITRATION

17.01 Composition of Board of Arbitration

The grievance shall be referred to a single arbitrator, mutually agreed to by the Parties, within five (5) working days after the written request has been received.

17.02 Arbitration Procedure

The arbitrator may determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations.

17.03 Decisions of the Arbitrator

The decisions of the arbitrator shall be final and binding on both Parties.

17.04 Expenses of the Arbitrator

The expenses and compensation of the Arbitrator will be shared equally by the Parties.

ARTICLE 18: LAYOFF AND RECALL

18.01 Definition of Layoff

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

18.02 Role of Seniority in Layoffs

Both Parties recognize that job security shall increase in proportion to seniority in accordance with Article 13.01. Options under Article 18 shall be offered on the basis of seniority to affected employees.

18.03 Layoff and Recall Committee

A Layoff and Recall Committee consisting of not more than three (3) representatives of the Board and not more than three (3) members of the Union shall monitor layoff and recall procedure and a recall list.

18.04 Layoff Procedure

- (a) The Board identifies the classification(s) and position(s) affected by a reduction in the working force or hours of work and meets with the Union as far in advance as possible to discuss the circumstances giving rise to layoff.
- (b) Employees about to be laid off shall be afforded the options of (a) accepting the layoff (placement on the recall list); (b) bumping into one of the positions identified by the Layoff and Recall Committee; (c) accepting a severance package.
- (c) The Layoff and Recall Committee shall meet prior to issuance of notice of any layoff to determine the positions available to the employee(s) affected. Once positions are identified, the affected person(s) shall be offered a transfer or layoff and layoff notices issued.

Positions shall be offered as follows:

1. Positions, held by a junior employee, that are of equal level and F.T.E. and for which the employee is qualified.
2. Where no equal match is available pursuant to (1.) above eligible positions shall be identified as follows:
 - (i) Positions held by a junior employee, that are of an equal level and increased F.T.E. of up to one hour per day or five hours per week and for which the employee is qualified.

Positions held by a junior employee, that are of a higher or lower level with the same F.T.E. and for which the employee is qualified.

- (ii) Positions held by a junior employee, that are of an equal, higher or lower level with less F.T.E. and for which the employee is qualified.

- (iii) Notwithstanding Article 2.3, an employee whose position has been reduced in hours may accept the layoff in hours and opt to bump into a position of equal, higher, or lower levels which will, in combination, maintain their pre-layoff F.T.E. Such employees shall retain bumping rights to the F.T.E. of their pre-layoff position in the event of a subsequent reduction in hours in either position.
 - (iv) Notwithstanding Article 2.3, an employee whose position has been eliminated may opt to accept a combination of positions of equal, higher or lower levels in order to maintain their pre-layoff F.T.E. Such employee shall retain separate layoff rights commensurate with each separate position.
- (d) If no positions for which the affected employee is qualified are held by a junior employee, the employee shall be laid off.
 - (e) An employee who receives notice of layoff shall respond to the Board within two (2) working days of receipt of notice of layoff indicating their preference of the various transfer(s) offered or layoff.
 - (f) It is the employee's responsibility to keep their personnel file updated. The Layoff and Recall Committee will use the information in the personnel file to determine the employees' qualifications.
 - (g) When an employee bumps into a position other than their most recent appointment, a three (3) month probationary period in accordance with Article 14.04 shall apply.
 - (h) If, within a period of two (2) calendar years, hours are restored to an appointment which has been reduced in hours the position will be offered back to the employee who was laid off.
 - (i) When a new position is created or a vacancy occurs, the Board shall offer recall to the employee who, at the time of layoff, has the most seniority, provided that the employee possess the necessary qualifications.
 - (j) Employee(s) on layoff will have benefit premiums paid as per the contract cost shared basis for the month following date of layoff and will be allowed to maintain payment of the full premium cost of benefit plans for which such employee(s) are eligible for a period of two (2) calendar years.
 - (k) Employees appointed to a ten (10) month position (not regularly employed during the summer) and laid off for the summer recess cannot bump a twelve month appointed employee during the summer recess.
 - (l) No employee shall be forced to accept a position away from their home island although the employee may opt to do so.

18.05 Recall Procedure

- (a) Regular employees laid off for the summer recess shall be notified of their date of recall at the time of layoff except as provided in Article 18.07.
- (b) The Board shall first offer recall to the employee who, at the time of layoff, has the most seniority among those laid off, in accordance with Article 18.04 (c) 1. and 2. If that employee is unavailable, the position shall then be offered to the next senior employee, if qualified, and so on until the position is filled. All positions shall be filled in this manner while there are remaining employees who have been laid off.
- (c) Upon recall, an employee shall retain their former recall status even though the recall assignment may be in a different classification or for a specific term and/or for an amount of employment different from the recall status. This permits the Board to employ an employee on the recall list in temporary assignments without jeopardizing the employee's right to recall otherwise contained in this Agreement. A refusal to accept an appointment under this clause shall not be deemed to be a refusal under Article 13.05 (a) 3.

18.06 No New Employees

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

18.07 Advance Notice of Layoff

- (a) The Board shall provide employees who are about to be laid off pursuant to this agreement a minimum of thirty (30) calendar days' notice in writing. Should the *Employment Standards Act* provide for greater notice than thirty (30) calendar days, the *Act* shall prevail. If the employee has not had the opportunity to work the days as provided in this article, then the employee shall be paid for the days for which work was not made available.
- (b) Ten month employees who are hired for the duration of the school term do not require layoff and recall notice for the months of July and August unless the period of layoff is other than the dates established in the School Calendar.

18.08 Grievance on Layoffs and Recalls

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

18.09 Severance Pay

- (a) Employees who are laid off may elect to receive severance pay at the rate of one (1) weeks pay for each completed year of service in a continuing appointment(s) to a maximum of four (4) months pay.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

- (b) Employees who elect to receive severance pay during the first thirty (30) days following receipt of layoff notice shall waive their rights to recall provided under Article 13.05 (a) 5.

ARTICLE 19: HOURS OF WORK

19.01 Hours and Shifts

Normal hours and shifts for full-time regular employees shall be Monday to Friday inclusive as follows:

- (a) Clerical and Paraprofessional employees shall work a maximum thirty-five (35) hours per week exclusive of meal times scheduled between the hours of 8:00 a.m. and 5:00 p.m. except by mutual agreement.
- (b) Operations employees shall work a maximum of forty (40) hours per week exclusive of meal times scheduled between the hours of 6:00 a.m. and 1:00 a.m. except by mutual agreement.
- (c) Building Service Worker shifts shall be inclusive of one-half (1/2) hour for meal times.
- (d) Hours of work for bus drivers shall be a minimum of four (4) hours inclusive of a shift differential of one-half hour.

19.02 Four Hour Minimum Work Day

- (a) The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.

- (b) Exemptions from the four (4) hour minimum:
 - 1. Student/noon hour supervisors
 - 2. Crossing guards
 - 3. Small schools with fewer than seventy-five (75) students, in which case a two (2) hour minimum will apply
 - 4. Other positions by mutual agreement
- (c) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
- (d) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (e) Except in accordance with Article 14.08, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment.
- (f) The ongoing maintenance of the four (4) hour minimum shall be the responsibility of the Parties' respective bargaining committees.

19.03 Ten Month Positions

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

19.04 Temporary Change in Work Week

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

19.05 Flexible Hours

Subject to operational requirements, employees shall have the opportunity to participate in flexible hours arrangements under the following conditions:

- (a) Up to two (2) additional regular hours per day may be worked at the discretion of the employee in consultation with the supervisor. The resultant surplus time may be banked up to the equivalent of two blocks of normal daily hours which may be scheduled as time off upon mutual agreement within the monthly pay period.

- (b) The employee shall keep daily records of their actual working times and submit the record to their supervisor at the end of each month.
- (c) There shall be no split shifts.
- (d) No employee shall be required to utilize flexible hours in place of callout or scheduled overtime.
- (e) Statutory holidays, sick leave, vacations and other paid leaves shall be based upon normal daily hours.

19.06 Substitute/Casual Employee Minimum Work Day

Subject to Article 19.02; substitute/casual employees shall be paid for hours worked which, in any case shall not be less than two (2) hours per day.

ARTICLE 20: OVERTIME

20.01 Overtime Rates

Where conditions necessitate overtime in excess of the normal full-time daily and/or weekly hours as laid down in Article 19.01 above and where the work is authorized and approval granted, such overtime shall be paid at the rate of time and one-half for the first three (3) hours and double time thereafter.

20.02 Emergency Call-out

Emergency call-out shall be calculated at not less than two (2) hours' time paid at overtime rates as indicated in Article 20.01 of this Agreement. Call out shall be defined as any time an employee is called out to work during their scheduled time off.

20.03 Time Off in Lieu

Employees may elect to take compensatory time off in lieu of overtime pay. Such time shall be arranged by mutual agreement to suit work requirements. In no case shall time off in lieu of overtime be allowed to accumulate for longer than a period of one (1) calendar year from the time of election.

20.04 No Layoff to Compensate for Overtime

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

ARTICLE 21: SHIFT WORK

21.01 Notice of Change of Shift

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

ARTICLE 22: HOLIDAYS

22.01 List of Holidays

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

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

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

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

22.02 Holidays on Day Off

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

22.03 Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal day's pay. Employees who are required to work shall, in addition to normal holiday pay, be paid in accordance with Article 20.01.

22.04 School Term Employees

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

ARTICLE 23: VACATIONS

23.01 Definition

A year of service in this article shall mean twelve (12) months from the anniversary date of current service in a continuing appointment(s).

A day is a day prorated at the F.T.E. of appointment.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

23.02 Less Than One Year of Service

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

23.03 Less Than Nine Years of Service

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

23.04 Less Than Twenty Years of Service

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

23.05 More Than Twenty Years of Service

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

23.06 Holidays During Vacations

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

23.07 Vacation Accumulation

- (a) Employees with more than one (1) year of service and less than five (5) years of service may make application to the Board to have vacation time accumulated for one (1) week. With five (5) years of service or more, employees may bank two (2) weeks. All such applications must be made by May 1st of the current year.
- (b) Vacation days will be deducted from an employee's vacation bank to provide pay over the Winter and Spring Break periods.

23.08 Choice of Vacation Dates

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

ARTICLE 24: SICK LEAVE PROVISIONS

24.01 Amount of Sick Leave

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

24.02 Illness in the Family

In case of illness of an immediate member of the family of an eligible employee, as defined in Articles 1.02 and 1.04, where no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) accumulated sick leave days per year for this purpose. Usage of additional days may be granted subject to the approval of the Board.

24.03 Proof of Illness

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

24.04 Sick Leave on Retirement

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

24.05 Sick Leave Records

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

24.06 Employment Insurance Premium Rebate

All regular employees and the Board shall contribute their share of the Employment Insurance premium rebate to a Supplemental Benefit Bank to be administered by the Union with an annual report to the Board on activity and funds expended.

24.07 Return to Work – Accommodation

- (a) The District and the Union are committed to facilitating the reintegration of employees to the workplace in a fair and consistent manner, as soon as possible. The Joint Early Intervention Service (JEIS) through Public Education Benefits Trust (PEBT) outlines the tripartite responsibilities of the Employer, the Union and the Employee in implementing the return to work program.
- (b) Specific services provided will depend on the employee's individual situation and needs. Each situation will be evaluated, and where appropriate, an individualized return to work plan will be developed in consultation with the employee, the Union and the District and, where appropriate, third party supports.

ARTICLE 25: LEAVE OF ABSENCE

25.01 Leave of Absence for Union Business

- (a) Time off with pay shall be granted to not more than four (4) elected representatives of the Union whenever it becomes necessary to transact business with the Board during working hours.
- (b) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Board or with respect to a grievance.

25.02 Leave of Absence For Union Functions

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

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

25.03 Leave for Full-Time Union or Public Duties

- (a) An employee elected to a full-time position as an officer of the Union or any body to which the Union is affiliated shall be granted leave without pay and no loss of seniority for a period of up to two (2) years, which may be extended upon approval of the Board.
- (b) When an employee is nominated as a candidate and wishes to contest a municipal, provincial or federal election, they shall be given leave of absence, without pay, during the election campaign. Should the employee be elected to a public office they shall be granted a long-term leave of absence without pay or benefits and without accruing seniority during the leave period.

25.04 Personal Emergency Leave

- (a) Employees shall be granted up to five (5) days leave with pay per year for emergent personal reasons. Such leave shall be requested in writing and approved by the Board.

25.05 Compassionate Leave

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

25.06 Court Attendance

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

25.07 Education Leave and Examinations

- (a) The Board agrees that it is to the mutual benefit of the employer and the employee to improve the educational standards of the work force. Accordingly, the Board agrees that employees with five (5) years employment in a continuing appointment who wish to further their education shall be permitted up to one (1) year of unpaid education leave. Any benefits based on service shall be retained and accumulated. The employee shall be placed in a position equivalent to that which they held prior to the education leave.

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

- (b) An employee shall be entitled to leave of absence with pay and without loss of benefits to write examinations to upgrade their employment qualifications for job related courses.

25.08 Parental Leave

(a) Parental Leave Provisions

The *Employment Standards Act* and related legislation articulates provisions that shall apply to the pregnant employee or an employee whose spouse is pregnant.

Leave is granted upon written request from the employee.

(b) Benefit Status During Parental Leave

1. Any benefits based on service shall be retained and accumulated for a period outlined in the *Employment Standards Act*.
2. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of medical or other plans beneficial to the employee and the Board shall continue to make payment to the plans in the same manner as if the employee were not absent where:
 - (i) The Board pays the total cost of the plan, or
 - (ii) The employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Board and the employee.
3. Employees enrolled in the Municipal Pension Plan would have the opportunity to purchase service for the period in which they were on leave.

25.09 Adoption Leave

Where an employee seeks leave due to adoption the provisions as outlined in Article 25.07 shall apply.

25.10 Paternity Leave

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

25.11 Discretionary Leave

- (a) Employees shall be granted three (3) days of unpaid discretionary leave each school year.
- (b) Outer Island employees shall be granted one additional paid day leave of absence for personal business off-island.

25.12 General Leave (for up to six months)

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

25.13 Long Term Leave (for a school term or a school year)

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

Ten (10) months service in a ten (10) month position is one year of service in a continuing appointment(s) for the purpose of this article.

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

25.14 Self-Funded Leave Plan

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

25.15 Long Term Medical Leave

Employees on extended sick leave or Long Term Disability:

(a) Leave Less than One Year

1. Any benefits based on service shall be retained and accumulated for a period of one year. The employee shall be returned to their original position on return from leave.
2. The service of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension (subject to the Municipal Pension Plan), medical or other plan beneficial to the employee where:
 - (i) The board pays the total cost of the plan, or
 - (ii) The employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Board and the employee.

(b) Leave Greater than One Year

1. Any benefits based on service shall be retained but not accumulated past the one year.
2. An employee returning from medical leave shall provide the Board with at least four (4) weeks notice. On return from medical leave the employee shall be reinstated in all respects by the Board in the position previously occupied by the employee or in a comparable position, subject to the provisions of Articles 13 and 18.
3. An employee who so indicates to the Board and the Union in writing shall continue to be covered for employee benefits, under Article 29, provided the employee pays one hundred percent (100%) of the premium and the carrier allows continued coverage.

ARTICLE 26: PAYMENT OF WAGES AND ALLOWANCES

26.01 Pay Days

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

26.02 Pay Classification

- (a) Jobs will be classified in accordance with the five (5) factor Gender Neutral Job Evaluation Plan, (Job Classification Guidelines Schedule "B"), and shall be paid not less than the hourly pay rate for such classification in accordance with the Schedule of Job Classifications and Pay Rates, Schedule "A", which are attached hereto and made part of this Agreement.
- (b) Any new positions coming within the jurisdiction of the bargaining unit shall be mutually agreed upon as to classification and pay rate.

26.03 Calculation of Salary

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

26.04 Rate of Pay on Temporary Assignment

When a qualified employee is assigned to temporarily relieve in or perform the principle duties of a higher paying position, in accordance with the Collective Agreement the employee shall receive the pay rate for the job.

26.05 Automobile Allowance

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

26.06 Professional Development

The Board and the Union recognize the importance of improving skills and upgrading knowledge relating to CUPE bargaining unit jobs. The Parties will jointly fund and facilitate training for new programs (in-service), retraining, and individual (technical or academic) programs of study.

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

- (b) Effective September 1, 1996, the Board shall contribute \$6,000 and the Union shall contribute \$2,000 annually to the CUPE Professional Development Fund for substitute costs, registration fees and travel expenses incurred for the purpose of job related educational development.
- (c) Effective September 1, 2020, the Board shall contribute ten thousand dollars (\$10,000.00) and the Union shall contribute three thousand, five hundred dollars (\$3500.00) annually to the CUPE Professional Development Fund for substitute costs, registration fees and travel expenses incurred for the purpose of job related educational development.
- (d) A Joint Professional Development Committee comprising three (3) Union members and three (3) representatives of the Board, shall administer the CUPE Professional Development Fund according to a jointly developed policy.
- (e) The Joint Professional Development Committee shall also plan and approve the activities for one of the annual professional development days. These activities shall promote and foster the professional development and lifelong learning of employees.
- (f) All employees shall have the opportunity to participate in appropriate district-wide and school-based professional development days which are scheduled in each school calendar. Employees who participate shall be paid a regular day's wage.

26.07 Designated WCB First Aid Attendant Allowance

- (a) The Board shall pay the annual allowance to an employee with First Aid qualifications who agrees to act and is approved by the Health and Safety Committee to be a designated first aid attendant.
- (b) The Board shall pay course fees as required to keep employee First Aid qualifications up to date.

26.08 First Aid Training

Effective September 1, 2020, the cost of first aid re-certification shall be covered by the employer when the employee enrolls in district sponsored first aid training. Such training shall be offered twice each school year to employees whose job qualification required current first aid certification.

ARTICLE 27: RETIREMENT BONUS

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

For the purposes of the retirement bonus, the retirement age for employees shall be age fifty-five (55) or twenty (20) years' service in a continuing appointment(s), whichever comes first.

Ten (10) months service in a ten (10) month continuing position is one year of service for the purpose of this article.

ARTICLE 28: JOB CLASSIFICATION AND RECLASSIFICATION

28.01 Job Classification

A job classification means the pay (level) and category of work in accordance with the Schedule of Job Classification and Pay Rates.

28.02 Job Descriptions

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

28.03 No Elimination of Present Job Descriptions

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

28.04 Changes to Job Descriptions

Whenever the employer changes the duties and responsibilities of a job, or an employee and/or the Union feels the duties and responsibilities of a job have changed sufficiently that the job description does not reflect the duties and responsibilities of the job, the Joint Job Evaluation Committee shall perform a review of the job, the description and the classification. However, no job will be reviewed more than once in a twelve (12) month period unless there is a significant change in the duties and responsibilities.

28.05 Joint Job Evaluation Committee

A committee shall be established consisting of four (4) representatives of the Union and up to four (4) representatives of the Board. Resource persons may also be invited to meetings by either party by mutual agreement of the committee. The committee shall meet within ten working days of the request of either party.

28.06 Function of the Joint Job Evaluation Committee

(a) Existing Jobs

The Committee shall consult with the employee(s) concerned and with the Board regarding any changes to job descriptions and perform a review of the job duties, responsibilities and the classification.

(b) New Jobs

1. The Joint Job Evaluation Committee shall provide the final job descriptions for new jobs and perform a review to determine the job classification and pay level. A tentative pay rate will be assigned by the JJEC in the meantime.
2. If the new job is rated at a higher pay level than the tentative pay rate, the employee's pay shall be adjusted to that pay level retroactive to the date the employee first did the job.
3. If the new job is rated at a lower pay level than the temporary pay rate, the employee's pay shall be adjusted to that pay level the first pay period following the decision.

- (c) In the event of a disagreement within the committee on the classification (pay rate) to accommodate the job description(s) noted in this clause the Union may proceed to grievance pursuant to the Pay Equity Maintenance Plan, Schedule "C", Section III.

ARTICLE 29: EMPLOYEE BENEFITS

29.01 Medical Insurance and Extended Health

(a) Medical Insurance

Eligible employees, as defined in Articles 1.02 and 1.04, who so indicate to the Board and the Union in writing shall be covered by M.S.P. with the Board contributing one hundred percent (100%) of the premium.

(b) **Extended Health**

Eligible employees, as defined in Articles 1.02 and 1.04, who so indicate to the Board and the Union in writing shall be covered by a mutually acceptable extended health plan with the Board contributing one hundred percent (100%) of the premium.

29.02 Dental Insurance

Regular employees who work 15 hours per week or more, who so indicate to the Board and the Union in writing, shall be covered by a mutually acceptable Dental Plan (100% for part "A"; 60% for part "B"; 50% for part "C") with the Board contributing seventy-five percent (75%) of the premium.

29.03 Group Life Insurance

Regular employees who work 15 hours per week or more shall be covered by a mutually acceptable Group Life Plan at twice the annual salary with the Board contributing seventy-five percent (75%) of the premium.

29.04 Municipal Pension

Employees shall be enrolled in the Municipal Pension Plan in accordance with the requirements of the *Public Sector Pension Plans Act*.

29.05 Supplementation of Compensation Award

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

29.06 Employee Assistance Program

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

29.07 Long Term Disability

All members as defined by the Public Education Benefits Trust (PEBT) LTD Plan shall participate in the PEBT long-term disability plan. This shall be at no cost to the employer or the employee. If the PEBT Plan does not define eligibility then regular employees who have worked three (3) months of continuous active employment with the employer and who are assigned fifteen (15) hours or more per week shall be eligible for LTD.

29.08 Jointly Trusteed Benefit Trust

The Parties have agreed to participate in a jointly trusteed benefits trust (PEBT) for their dental, extended health, group life insurance, optional life insurance and accidental death and dismemberment benefit coverage specified in Article 29.

ARTICLE 30: HEALTH AND SAFETY

30.01 Cooperation on Safety

- (a) Both Parties shall provide representation to the district Occupational Health and Safety Committee(s) in accordance with WCB regulations.
- (b) This committee will meet and make recommendations to the Board, with a copy to the Union, on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of injury or illness.
- (c) Copy of minutes shall be sent to the Union and the Board.

30.02 Video Display Terminals

- (a) Where an employee's daily work requires continuous monitoring of video display terminals, the Board shall allow the employee time off with pay for a preliminary eye examination by an ophthalmologist of the employee's choice prior to initial assignment to VDT equipment and annually thereafter if requested, with deduction of such time from the employee's accumulated sick leave. The examination shall be at the Board's expense where costs are not covered by insurance.
- (b) Employees will not be required to continuously monitor a video display terminal screen for longer than two (2) hours without a fifteen (15) minute rest period, or a reassignment to other work for at least fifteen (15) minutes.
- (c) Pregnant employees who are required to operate VDT's on a continuous basis who choose not to continue operating VDT's during pregnancy may elect one of the following options:

1. Request a reassignment to a position in the same or lower classification subject to qualifications and available work. The rate of pay shall be at the reassigned classification.
 2. Request a leave of absence without pay for the duration of the pregnancy. Employees wishing to maintain any of the benefits in Article 29 shall pay the full premium costs.
- (d) The District Occupational Health and Safety Committee shall review and make recommendations to ensure that standards recommended by the Workers' Compensation Board are being met.

30.03 Right to Refuse Unsafe Work

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

30.04 Administration of Medication

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

5. All procedures shall be in accordance with the Inter-Ministerial protocols and Board Policy.

30.05 Contagious Diseases and Conditions

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

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

ARTICLE 31: TECHNOLOGICAL AND OTHER CHANGES

31.01 Advance Notice

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

31.02 Training

Where the Board requires new or greater skills than are already possessed by affected employees such employees shall, at the expense of the Employer, be given the opportunity for the necessary training and the required period of time to complete the training. There shall be no reduction in wage or salary rates during the training period.

ARTICLE 32: JOB SECURITY

32.01 Job Security

Work or services presently performed by or assigned to the bargaining unit shall not be contracted out. This article shall not apply to construction and renovation work when such work cannot be handled by the regular work force including employees on layoff, or the hiring of buses and drivers outside the District.

Where transportation services are requested by the schools for on-island extra-curricular trips, regular bus drivers shall have first refusal for the work provided that District equipment is available. The supervisor will be consulted to determine availability of district buses and drivers.

Where transportation for off-island extra curricular activities is requested by the schools and where district transportation equipment is available, regular bus drivers shall have first rights of refusal for the work. The supervisor will be consulted to determine availability of district buses and drivers.

32.02 Bargaining Unit Work

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

ARTICLE 33: SUBSTITUTE/CASUAL EMPLOYEES

33.01 The Substitute/Casual Employee List

- (a) The Board shall maintain a list of qualified substitute/casual employees by category and subcategory as follows:
- Clerical: Accounting, Administrative Assistant
Executive Assistant
 - Paraprofessional: Classroom Education Assistant (CEA),
Education Assistant (EA),
Early Childhood Educator (ECE)
 - Operations: Building Service Worker, Bus Driver,
Maintenance, Information Technology (IT)
- (b) Employees shall be placed on the substitute/casual list by classification, based on qualifications.
- (c) Part-time employees who so request in writing, shall be placed on the list on an annual basis.
- (d) Part-time employees shall be placed on the list in order of seniority followed by substitute/casual employees in order of seniority, in accordance with Article 33.02. This list shall include information related to classification based on qualifications.
- (e) The substitute/casual list shall be made available to each workplace and the Union by October 1 in each school year and may be updated as required throughout the year.
- (f) In the event of an emergency where the substitute/casual list does not meet the needs of a job, the Parties shall find a mutually agreeable alternative until a substitute/casual employee from the list is available.

In the event that a qualified substitute/casual employee is not available to fill a substitute/casual assignment, the position may be filled at a lower level until a qualified substitute/casual employee is available.

- (g) A substitute/casual employee shall be removed from the substitute/casual list:
 - 1. If unavailable for three (3) call-ins without a reasonable excuse within a school year.
 - 2. If they do not work any hours for six (6) consecutive calendar months unless the hiatus from work is due to the employee not having been offered work.
- (h) A substitute/casual employee shall not lose seniority rights if they are absent from work because of a leave of absence approved by the Board

33.02 Job Opportunity

- (a) Substitute/casual work assignments anticipated to be two (2) calendar months or less shall be filled from the substitute/casual employee list on a rotating basis by assignment subject to qualifications, IEP recommendations and availability, and in accordance with Article 33.02 (b).
- (b) Part-time employees on the list shall receive preference over substitute/casual employees for substitute/casual assignments at their own work location on a seniority basis subject to qualifications and availability.

33.03 Call-in of Substitute/Casual Employees

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

ARTICLE 34: UNIFORM AND CLOTHING ALLOWANCE

34.01 Wet Weather Clothing

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

34.02 Protective Clothing

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

34.03 Protective Footwear Allowance

Where protective footwear is required by WorkSafe BC, the Board shall provide an allowance, in the amount of one hundred dollars (\$100.00) per employee per annum to be paid in November of each year, for the purchase of protective footwear.

34.04 Visibility Safety Vest Allowance

The Board shall provide District bus drivers with an allowance in the amount of seventy-five dollars (\$75.00) per annum to be paid in November of each year, for the purchase of a high visibility safety vest.

ARTICLE 35: GENERAL CONDITIONS

35.01 Bulletin Boards

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

ARTICLE 36: GENERAL

36.01 Copyright Infringement

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

ARTICLE 37: TERM OF AGREEMENT

37.01 Term of Agreement

This Agreement shall be binding and remain in full force and effect from the 1st day of July 2019 to the 30th day of June 2022.

The Parties agree to exclude the operation of subsections (2) and (3) of (S)50 of the Labour Relations Code.

37.02 Negotiations

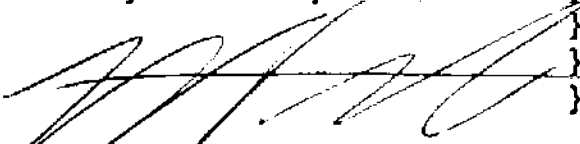
If negotiations extend beyond the anniversary date of this Agreement, both Parties shall adhere fully to the provisions of this agreement during the period of bona fide collective bargaining.

37.03 Retroactive Provision


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

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

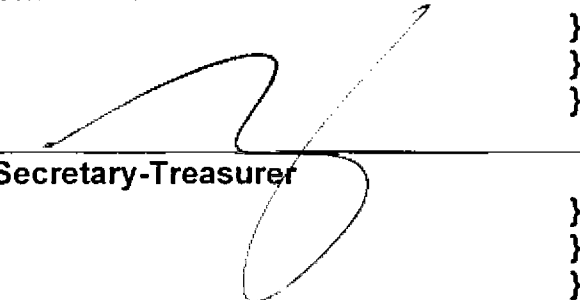
THE CORPORATE SEAL of the
BOARD OF EDUCATION
OF SCHOOL DISTRICT NO. 64
(GULF ISLANDS) was hereunto
affixed by and in the presence of:



Chairman



Witness

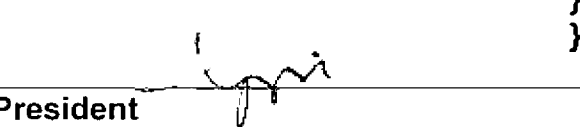


Secretary-Treasurer




Witness

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




President



Witness



Vice President



Witness

//c/cope 491

SCHEDULE "A"

JOB CLASSIFICATIONS AND PAY RATES

Job	Classification	July 1, 2019	July 1, 2020	July 1, 2021
Labourer	Operations I, Custodial	22.19	22.63	23.09
Building Service Worker (BSW)	Operations II, Custodial	22.79	23.25	23.71
Classroom Education Assistant	Paraprofessional II, Classroom	22.79	23.24	23.71
Classroom Education Assistant (CEA) Library	Paraprofessional III, Classroom	23.64	24.12	24.60
Receptionist School	Clerical III	23.64	24.12	24.60
BSW, Floor Specialist	Operations III, Custodial	23.64	24.12	24.60
Plant Service Worker	Operations III, Maintenance	23.64	24.12	24.60
CEA, Visual and Media Art	Paraprofessional III, Classroom	23.64	24.12	24.60
CEA, French Program	Paraprofessional III, Classroom	23.64	24.12	24.60
Administrative Assistant, International Student Program	Clerical IV	24.74	25.23	25.74
Administrative Assistant, Plant Services	Clerical IV	24.74	25.23	25.74
Administrative Assistant, School	Clerical IV	24.74	25.23	25.74
Administrative Assistant, Career Program Assistant	Clerical IV	24.74	25.23	25.74
Bus Driver	Operations IV, Bus Driver	24.74	25.23	25.74
Groundskeeper	Operations IV, Maintenance	24.74	25.23	25.74
Building, Painter (Op 9 Trades)	Operations IV, Maintenance	26.51	27.04	27.58
Information Technology Assistant	Operations IV, Maintenance	24.74	25.23	25.74
Technical Support Specialist	Operations IV, Maintenance	24.74	25.23	25.74
Educational Assistant I	Paraprofessional IV, Support Services	24.74	25.23	25.74
CEA, Indigenous Education Assistant	Paraprofessional IV, Support Services	24.74	25.23	25.74
Accounting Assistant	Clerical V	26.19	26.71	27.24
Central Dispatch, SBO	Clerical V	26.19	26.71	27.24
School Executive Assistant	Clerical V	26.19	26.71	27.24
Carpenter, Locksmith, Welder	Operations V, Maintenance	27.95	28.51	29.08
Groundskeeper, Lead Hand	Operations V, Maintenance	26.19	26.71	27.24
Courier, Building Services Team Leader	Operations V, Maintenance	26.19	26.71	27.24
CEA, Cafeteria Program	Paraprofessional V, Classroom	26.19	26.71	27.24
CEA, Technology Education Programs	Paraprofessional V, Classroom	26.19	26.71	27.24
ECE Program Facilitator	Paraprofessional V	26.19	26.71	27.24
Educational Assistant I	Paraprofessional V, Support Services	26.19	26.71	27.24
Accountant, General	Clerical VI, Accounting	27.95	28.51	29.08
Human Resources and Payroll	Clerical VI, Accounting/Payroll	27.95	28.51	29.08
Electrician	Operations VI, Maintenance	29.72	30.32	30.92
Information Technology Technician	Operations VI, Maintenance	27.95	28.51	29.08
Network Systems Analyst	Operations VI, Maintenance	27.95	28.51	29.08
Mechanic-Transportation Coordinator	Operations VI, Maintenance	29.72	30.32	30.92

SCHEDULE "B"

JOB CLASSIFICATION GUIDELINES

(for information purposes)

A. Three (3) categories of work:

- Clerical: - Work involving office administration
- Operations: - Work involving care of facilities/equipment and driving a bus to transport children
- Paraprofessional: - Work involving instruction/care for students

Each category of work encompasses subcategories as follows:

- Clerical: - Accounting, Administrative Assistant, Executive Assistant
- Operations: - Bus Driver, Building Service Worker, Maintenance, Information Technology
- Paraprofessional: - Classroom, Support Services

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

The levels are universal to all categories of work.

The level of each job is determined by the aggregate points for the job considering the five factors – skill, responsibility, mental effort, physical effort and working conditions – per the CUPE Gender-Neutral Five Factor Job Evaluation Plan, in accordance with the Pay Equity agreements dated June 21, 1999 and April 4, 2001. The factors of skill and responsibility count 35% each and the factors of mental effort, physical effort and working conditions count 10% each toward the total points for the job. Aggregate points for the six levels are described in the table below.

Pay Level	Min. Points	Max. Points	Point Range Per Pay Level
I	1	50	49
II	51	70	19
III	71	94	23
IV	95	119	24
V	120	145	25
VI	146	174	28

SCHEDULE "B" – Continued

C. The Five Factors:

1. Skill

This factor measures the **general knowledge** and specialized, vocational, college or university training necessary, the total amount of practical **experience** required and also the amount of **judgement** required to perform the job duties.

2. Responsibility

This factor measures accountability by the effect of actions that could cause a loss of time or resources; the degree of care required to prevent injury or harm to others; the extent to which an employee is required to supervise the work of others; the contacts necessary in communicating with others, in varying degrees (i.e., casual, informative, complaints or negotiations).

3. Mental Effort

The factor measures the period of time wherein mental, visual and/or aural attentiveness is required on the job. Consider both the length of time of attentiveness and also the frequency at which it occurs.

4. Physical Effort

This factor measures the amount of physical effort (i.e., light, medium and heavy) and duration required. Also the levels of manual dexterity by considering the elements of speed and/or accurate hand/eye (or hand/foot) coordination.

5. Working Conditions

This factor measures the type (minor, major) and frequency of disagreeable conditions under which an employee is required to carry out the job duties.

SCHEDULE "C"

PAY EQUITY MAINTENANCE PLAN

I. The Gender Neutral Job Evaluation Plan:

- (a) The Parties to this Letter of Understanding have developed and agreed upon a Gender Neutral Job Evaluation Plan using the five-factor system for all jobs in the Collective Agreement.
- (b) The Parties have agreed that implementation of Pay Equity adjustments will continue as long as Government Funds are provided.
- (c) This Letter of Understanding shall be read in conjunction with the Collective Agreement, in particular Article 28.
- (d) Rates of pay and the pay levels for job classification and the appropriate point rating for each pay level agreed to for Pay Equity purposes are listed in Schedule "A" (Job Classifications and Pay Rates) in the Collective Agreement and are subject to subsequent changes as agreed to between the Parties.
- (e) The rates of pay for male dominated classifications shall be those shown in Schedule "A" (Job Classifications and Pay Rates).

II. Job Classification and Reclassification (Article 28 of the Collective Agreement):

- (a) If the re-evaluation of a job results in a reclassification at a lower pay level than the existing pay level, all incumbents of this job shall be identified as "red-circled".
- (b) Employees who are red-circled shall continue to receive general wage increases.
- (c) If the re-evaluation of a job results in a reclassification at a higher pay level than the existing pay level, all incumbents of this job shall have their pay adjusted retroactive to the date the Request for Review Form was submitted to the Joint Job Evaluation Committee. The earliest date possible will be the signing date of this letter of agreement.

III. Arbitration:

- (a) In the event the Joint Job Evaluation Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Committee shall advise the Employer and the Union within ten (10) working days.

- (b) Either party may, by written notice to the other party, refer the dispute to a single arbitrator who will be selected by mutual agreement of the Parties. The arbitrator will hear the matter within thirty (30) working days. The jurisdiction of the arbitrator will be limited to the matter in dispute. The arbitrator will not have the power to modify or amend the Job Evaluation Plan or any of its provisions. The arbitrator's decision will be final and binding.
- (c) The arbitrator's fees and expenses will be borne equally between the Parties.
- (d) The time limits contained within this article may be extended by the mutual agreement of the Parties.

IV. Gender Equity and Wage Increase

The Employer and the Union agree to apply general wage increase in such a way that gender equity is maintained.

LETTER OF UNDERSTANDING # 1

between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788

Self-Funded Leave Plan

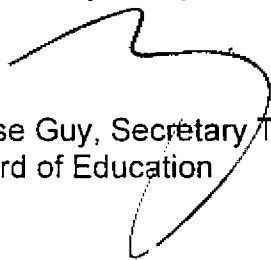
The Parties agree to establish a Joint Self-Funded Leave Plan Committee comprising two (2) representatives from the Board and two (2) members from the Bargaining Unit within thirty (30) days of signing the Agreement.

The Joint Self-Funded Leave Plan Committee shall determine eligibility requirements and other matters as are required for the operation of this Plan. A report shall be submitted to the Parties no later than December 31, 2020.

Should the Joint Self-Funded Leave Plan Committee determine that the plan is not viable, the committee may make the determination that the Letter of Understanding shall cease.

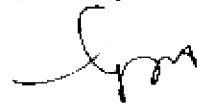
Signed this ___4th___ day of ___June___ 2019.

Original signed by:



Jesse Guy, Secretary/Treasurer
Board of Education

Original signed by:



Larry Melious, President
CUPE Local 788

LETTER OF UNDERSTANDING # 2

between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788

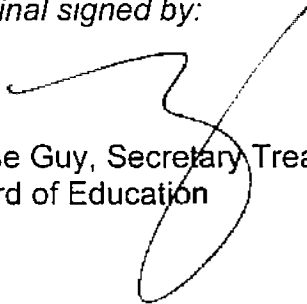
Work Experience

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

In the event that the Parties are unable to reach an agreement on these conditions, no student or other person will be placed in a work experience situation that impacts a member's ability to perform their job.

Signed this __8th__ day of __April__ 2019.

Original signed by:



Jesse Guy, Secretary Treasurer
Board of Education

Original signed by:



Larry Melious, President
CUPE Local 788

LETTER OF UNDERSTANDING #3

between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788

Education Assistants Selection Day

The Parties agree to institute a Selection Day for Education Assistants in continuing positions on the following conditions:

1. The process and procedures on Selection Day will be determined by the Layoff and Recall Committee established pursuant to Article 18.03.
2. Article 18.04(c) Layoff Procedure shall not apply to Education Assistants until the Selection Day process has been completed.
3. The Selection Day will be scheduled on a day in the first week of June.
4. Education Assistants shall claim hours and positions on Selection Day on the basis of seniority.
5. Eligible Education Assistants for whom a position is not available on Selection Day shall be deemed to be laid off. The layoff notice period in Article 18.07 shall not apply. The Education Assistants shall have Layoff and Recall rights as set out in Article 18.04(c).
6. The Parties will meet before December 31 to renew the process and to recommend any changes to be made by mutual agreement.
7. The Parties may continue with an annual Selection Day in June in subsequent years subject to mutual agreement.

Signed ___ 8th ___ this day of ___ April ___ 2019.

Original signed by:

Original signed by:

Jesse Guy, Secretary Treasurer
Board of Education

Larry Melious, President
CUPE Local 788

LETTER OF UNDERSTANDING #4

between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788

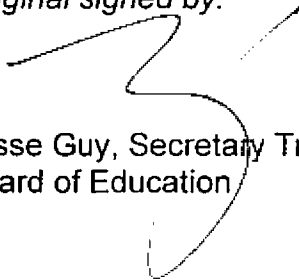
Bus Drivers

Without precedent, the Parties agree that should a bus driver position become vacant within the bargaining unit which is anticipated to be greater than two (2) calendar months, a bus route selection process shall be put in place prior to posting.

This selection process would follow the *Guidelines for Selecting Regular Routes* set out in Appendix C of the Collective Agreement. Any position that remains unselected would then be posted as per Article 14.01(a). Upon the return of the incumbent, routes shall revert to the original selection made in June of the previous school year.

Signed this 8th day of April 2019

Original signed by:



Jesse Guy, Secretary Treasurer
Board of Education

Original signed by:



Larry Melious, President
CUPE Local 788

LETTER OF UNDERSTANDING #5

between

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788

Workload

The Parties agree that workload is an important issue and managing it effectively leads to a healthy and productive workforce that benefits everyone.

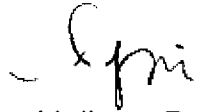
- (a) Where an employee feels that their workload is excessive, the employee may identify the issue to their Supervisor or may request a Union Representative to identify the issue to the employee's supervisor. Once made aware, the supervisor will meet with the employee and the Union to discuss the issue.
- (b) Failing to resolve the issue following (a) above, the matter will be referred to the Labour Management Committee.

Signed this 4th day of June 2019

Original signed by:


Jesse Guy, Secretary Treasurer
Board of Education

Original signed by:


Larry Melious, President
CUPE Local 788

LETTER OF UNDERSTANDING #6

between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 64 (GULF ISLANDS)**

and

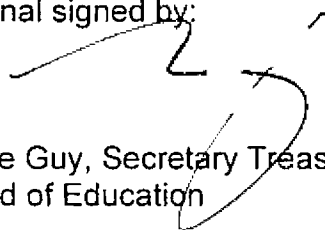
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 788

New Seniority Process – Implementation

1. The seniority date of continuing employees (Permanent Seniority List -based on fixed date of hire), issued in accordance with Article 13.04 of the 2019-2022 CUPE Agreement, will be attached to the Collective Agreement to indicate the seniority ranking of continuing staff hired prior to July 1, 2019. Seniority ranking will not change with the implementation of this new seniority process.
2. Sub casual employees hired prior to July 1, 2019 will be placed on the new Secondary Seniority List according to their total hours accrued to date divided by five (5) hours. This converts the number of hours worked to number of shifts worked.
3. Non-continuing employees hired on or after July 1, 2019 and pursuant to Article 13.01 will accumulate seniority by shifts worked. When the seniority of two employees is equal, the employee with the earliest date of hire shall be deemed to have the greater seniority.
4. Employees attaining a continuing position on or after July 1, 2019 will be placed on the Permanent Seniority List based on their date of hire into the continuing position and their accumulated shifts worked but cannot predate a seniority date of June 30, 2019.

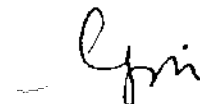
Signed this __4th__ day of __June__ 2019

Original signed by:



Jesse Guy, Secretary Treasurer
Board of Education

Original signed by:



Larry Melious, President
CUPE Local 788

APPENDIX "A"

BUS DRIVERS

I. Guidelines for Selecting Regular Routes:

Prior to September school opening each year, regular bus drivers will meet in order to indicate their preference, in order of seniority, for routes for the coming year. Any route unselected will then be posted as per Article 14.01(a).

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

II. Route Selection Due to Vacancies

- (a) When a position becomes vacant and the vacancy is anticipated to be greater than two (2) calendar months, a bus route selection process shall be put in place as per guidelines above.
- (b) If unselected, the position shall then be posted as per the guidelines above.
- (c) Upon the return of the incumbent, the routes shall revert to the original selection.

III. The Director of Facilities and Transportation is responsible for making the final decision regarding assignment of routes.

IV. Selection of Bus Drivers for Field Trips:

Field Trips shall be defined according to District Policy for curricular, educational and sports trips for District students.

Except for school teams travelling to participate in sports event, field trips will be assigned to regular participating bus drivers on a rotational basis.

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

V. Day & Overnight Field Trips Defined:

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

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

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

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

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

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

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

Day field trips over eight (8) hours will be paid at overtime rates as per Article 20.01.

If a "call-out" is necessary to obtain a driver, provisions of Article 20.02 apply.