

# **COLLECTIVE AGREEMENT**

**Between**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 727**

**And**

**SCHOOL DISTRICT NO. 70 (ALBERNI)**

**July 1, 2003 – June 30, 2006**

## TABLE OF CONTENTS

<i>Article</i>	<i>Page</i>
<b>ARTICLE 1 – DEFINITIONS.....</b>	<b>8</b>
1.01 REGULAR EMPLOYEE.....	8
1.02 REGULAR POSITION.....	8
1.03 REGULAR PART-TIME EMPLOYEE.....	8
1.04 PROBATIONARY EMPLOYEE.....	8
1.05 TEMPORARY EMPLOYEE .....	8
1.06 CASUAL EMPLOYEE .....	8
1.07 RETIREMENT .....	8
1.08 RESIGNATION .....	8
1.09 CALL OUT.....	9
1.10 NEW CONSTRUCTION .....	9
1.11 NOON HOUR SUPERVISOR.....	9
<b>ARTICLE 2 - MANAGEMENT RIGHTS .....</b>	<b>9</b>
<b>ARTICLE 3 - RECOGNITION OF THE UNION .....</b>	<b>9</b>
3.01 BARGAINING UNIT DEFINED .....	9
3.02 CONFIDENTIAL EMPLOYEES .....	9
3.03 NOTIFICATION .....	10
3.04 REPRESENTATIVES OF CANADIAN UNION OF PUBLIC EMPLOYEES	10
3.05 CROSSING OF PICKET LINES.....	10
3.06 NO OTHER AGREEMENTS.....	10
<b>ARTICLE 4 - DISCRIMINATION OR HARASSMENT .....</b>	<b>10</b>
4.01 DISCRIMINATION .....	10
4.02 SEXUAL OR PERSONAL HARASSMENT .....	11
<b>ARTICLE 5 – UNION SECURITY .....</b>	<b>11</b>
5.01 ALL EMPLOYEES TO BE MEMBERS .....	11
5.02 FAILURE TO COMPLY .....	11
<b>ARTICLE 6 - CHECK-OFF OF UNION DUES .....</b>	<b>12</b>
6.01 WRITTEN AGREEMENT .....	12
6.02 DEDUCTIONS.....	12
<b>ARTICLE 7 - THE BOARD AND THE UNION SHALL ACQUAINT NEW MEMBERS</b>	<b>12</b>
7.01 NEW EMPLOYEES.....	12
7.02 NOTIFICATION OF NEW EMPLOYEES .....	12
7.03 LETTER OF OBLIGATION.....	12
<b>ARTICLE 8 - CORRESPONDENCE.....</b>	<b>12</b>
<b>ARTICLE 9 - LABOUR MANAGEMENT RELATIONS .....</b>	<b>13</b>
9.01 LABOUR MANAGEMENT COMMITTEE .....	13
9.02 BARGAINING COMMITTEE .....	13
<b>ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE BOARD .....</b>	<b>14</b>
10.01 POLICY.....	14

10.02	RULES AND REGULATIONS .....	14
ARTICLE 11 - DISCUSSION OF DIFFERENCES (GRIEVANCE PROCEDURE) .....		15
11.01	RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE..	15
11.02	NAMES OF STEWARDS .....	15
11.03	PERMISSION TO LEAVE WORK .....	15
11.04	DEFINITION OF GRIEVANCE .....	15
11.05	EMPLOYEE GRIEVANCE .....	15
11.06	UNION GRIEVANCE.....	16
ARTICLE 12 - ARBITRATION .....		17
12.01	COMPOSITION OF BOARD OF ARBITRATION .....	17
12.02	FAILURE TO APPOINT .....	17
12.03	DECISIONS OF THE BOARD OF ARBITRATION.....	17
12.04	AMENDING OF TIME LIMITS .....	17
12.05	EXPENSES OF THE BOARD OF ARBITRATION .....	17
12.06	SINGLE ARBITRATOR .....	17
ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE.....		18
ARTICLE 14 - SENIORITY.....		18
14.01	SENIORITY DEFINED .....	18
14.02	SENIORITY LIST .....	19
14.03	PROBATIONARY EMPLOYEES.....	20
14.04	LOSS OF SENIORITY .....	20
14.05	SENIORITY OUTSIDE BARGAINING UNIT.....	20
ARTICLE 15 - PROBATION, PROMOTIONS AND STAFF CHANGES.....		21
15.01	PROBATION .....	21
15.02	JOB POSTING.....	21
(B)	APPOINTMENTS .....	21
(C)	VACANCY NOT FILLED.....	21
(D)	SUMMER WORK (JULY AND AUGUST).....	22
(E)	INCREASE IN HOURS .....	22
(F)	TEMPORARY POSITIONS.....	22
15.03	STAFF CHANGES .....	22
15.04	DEMOTIONS.....	22
15.05	TRIAL PERIOD .....	22
15.06	ON-THE-JOB TRAINING .....	23
15.07	TEACHER ASSISTANTS .....	23
15.08	NOON HOUR SUPERVISION .....	24
15.09	POSTING JOB VACANCIES FOR THE CUSTODIAL DEPARTMENT .....	25
15.10	EMPLOYEES ON LONG TERM ABSENCES .....	25
ARTICLE 16 – LAYOFF AND REHIRE/RECALL PROCEDURE .....		25
16.01	GENERAL.....	25
16.02	NOTICE OF LAYOFF.....	25
16.03	REHIRE/RECALL.....	26
16.04	LAYOFF PROCEDURE.....	26
16.05	TEMPORARY EMPLOYMENT WHILE ON LAYOFF .....	26
16.06	LESS THAN TWELVE (12) MONTH EMPLOYEES .....	27
16.07	CONTINUATION OF BENEFITS .....	27

<b>ARTICLE 17 - HOURS OF WORK .....</b>	<b>28</b>
17.01 <b>FOUR (4) HOUR DAILY MINIMUM .....</b>	<b>28</b>
17.02 <b>WORK WEEK AND WORK DAYS .....</b>	<b>28</b>
17.03 <b>CHANGES TO REGULAR WORK WEEK .....</b>	<b>29</b>
17.04 <b>HOURS OF WORK.....</b>	<b>29</b>
17.05 <b>SHIFTS SHALL BE AS FOLLOWS:.....</b>	<b>30</b>
17.06 <b>REGULAR PART-TIME EMPLOYEES.....</b>	<b>30</b>
17.07 <b>REST PERIODS .....</b>	<b>30</b>
<b>ARTICLE 18 - OVERTIME AND CALL OUT .....</b>	<b>30</b>
18.01 <b>OVERTIME RATES.....</b>	<b>30</b>
18.02 <b>SUNDAY PAY.....</b>	<b>30</b>
18.03 <b>MINIMUM CALL-OUT TIME.....</b>	<b>31</b>
18.04 <b>PAY OR BANKED TIME.....</b>	<b>31</b>
<b>ARTICLE 19 - SHIFT WORK AND ALLOWANCES .....</b>	<b>31</b>
19.01 <b>SHIFT ALLOWANCE.....</b>	<b>31</b>
19.02 <b>IN-CHARGE ALLOWANCE .....</b>	<b>32</b>
19.03 <b>WORKING FOREMAN .....</b>	<b>32</b>
19.04 <b>FIRST AID ALLOWANCE.....</b>	<b>32</b>
<b>ARTICLE 20 - HOLIDAYS.....</b>	<b>32</b>
20.01 <b>STATUTORY HOLIDAYS .....</b>	<b>32</b>
<b>ARTICLE 21 - VACATIONS.....</b>	<b>33</b>
<b>ARTICLE 22 - LEAVES OF ABSENCE.....</b>	<b>35</b>
22.01 <b>LEAVE FOR UNION MATTERS .....</b>	<b>35</b>
22.02 <b>JURY DUTY.....</b>	<b>36</b>
22.03 <b>BEREAVEMENT LEAVE .....</b>	<b>36</b>
22.04 <b>PREGNANCY LEAVE .....</b>	<b>36</b>
22.05 <b>PARENTAL LEAVE/ADOPTION LEAVE .....</b>	<b>37</b>
22.06 <b>PATERNITY LEAVE .....</b>	<b>38</b>
22.07 <b>EXTENDED PREGNANCY/PARENTAL LEAVE.....</b>	<b>38</b>
22.08 <b>SPECIAL LEAVE .....</b>	<b>38</b>
22.09 <b>GENERAL LEAVE.....</b>	<b>38</b>
22.10 <b>BENEFIT ADJUSTMENT .....</b>	<b>39</b>
<b>ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES.....</b>	<b>39</b>
23.01 <b>WAGES.....</b>	<b>39</b>
<b>ARTICLE 24 - WELFARE BENEFITS.....</b>	<b>39</b>
24.01 <b>MEDICAL COVERAGE .....</b>	<b>40</b>
24.02 <b>EMPLOYEE AND FAMILY ASSISTANCE PLAN.....</b>	<b>40</b>
24.03 <b>GROUP LIFE INSURANCE.....</b>	<b>40</b>
24.04 <b>DENTAL SERVICES.....</b>	<b>41</b>
24.05 <b>LONG TERM DISABILITY INSURANCE .....</b>	<b>41</b>
24.06 <b>PENSIONS.....</b>	<b>41</b>
24.07 <b>SICK LEAVE PROVISIONS .....</b>	<b>41</b>
24.08 <b>EMERGENCY SERVICES .....</b>	<b>42</b>
24.09 <b>WORKERS' COMPENSATION .....</b>	<b>43</b>
24.10 <b>CONTINUATION OF BENEFITS.....</b>	<b>43</b>

24.11	SURVIVOR BENEFITS .....	44
ARTICLE 25 - TERMINATION OF EMPLOYMENT BY EMPLOYER.....		44
25.01	NOTICE.....	44
25.02	TIME LIMITATION.....	44
25.03	OBLIGATION TO BUMP.....	44
25.04	SEVERANCE PAY SCHEDULE.....	44
ARTICLE 26 - TERMINATION OF EMPLOYMENT BY EMPLOYEE .....		45
26.01	LONG SERVICE PAYMENT .....	45
26.02	SICK LEAVE PAYOUT .....	46
ARTICLE 27 - CHANGES IN CLASSIFICATION .....		46
ARTICLE 28 - HEALTH AND SAFETY .....		46
28.01	COOPERATION ON SAFETY.....	46
28.02	HEALTH AND SAFETY COMMITTEE .....	46
28.03	RIGHT TO REFUSE.....	47
28.04	COMPLIANCE WITH HEALTH & SAFETY LEGISLATION .....	47
28.05	CORRECTION OF UNSAFE CONDITIONS.....	47
28.06	VIOLENCE IN THE WORKPLACE.....	47
ARTICLE 29 – TECHNOLOGICAL CHANGE .....		48
ARTICLE 30 - JOB SECURITY.....		49
30.01	CONTRACTING OUT .....	49
30.02	TRANSPORTATION.....	49
ARTICLE 31 - PLANT PROTECTION.....		49
ARTICLE 32 - GENERAL CONDITIONS .....		49
32.01	INDEMNIFICATION .....	49
32.02	MEDICAL EXAMINATION .....	50
32.03	PERSONNEL FILES .....	50
32.04	LABOURER TO GROUNDSMAN.....	50
32.05	BULLETIN BOARDS .....	50
32.06	MAINTENANCE.....	50
32.07	TRANSPORTATION.....	51
ARTICLE 33 - GENERAL .....		51
ARTICLE 34 - TERM OF AGREEMENT .....		52
SCHEDULE "A" WAGES– JULY 1 2002 – JULY 1, 2005 – .....		53
SCHEDULE “B” – JOB CLASSIFICATION & RECLASSIFICATION.....		55
SCHEDULE “C” – TRADES APPRENTICESHIP .....		56
LETTER OF UNDERSTANDING .....		61
SPARE BUS DRIVER POOL.....		61
LETTER OF UNDERSTANDING .....		62
STUDENTS WORKING DURING SCHOOL YEAR .....		62
LETTER OF UNDERSTANDING .....		63
SPECIAL CIRCUMSTANCES COMMITTEE .....		63

<b>LETTER OF UNDERSTANDING .....</b>	<b>65</b>
<b>SUPPORT STAFF (TEACHER ASSISTANTS) PRACTICUMS .....</b>	<b>65</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>67</b>
<b>DESIGNATION OF POSITIONS FOR FIRST AID CERTIFICATE .....</b>	<b>67</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>68</b>
<b>TEMPORARY POSTINGS .....</b>	<b>68</b>
<b>LETTER OF UNDERSTANDING.....</b>	<b>69</b>
<b>PAY EQUITY.....</b>	<b>69</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>72</b>
<b>MAINTENANCE PLAN .....</b>	<b>72</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>77</b>
<b>NOON HOUR SUPERVISORS.....</b>	<b>77</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>78</b>
<b>ARTICLE 4.02 HARRASSMENT .....</b>	<b>78</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>79</b>
<b>5.5 HOUR BUS DRIVER POSITIONS .....</b>	<b>79</b>

**AGREEMENT** made the Fourth (4<sup>th</sup>) day of March A.D., 2005.

**BETWEEN:**

The Board of School Trustees  
School District No. 70 (Alberni)

(hereinafter called the "Board")  
Party of the First Part

**AND:**

Canadian Union of Public Employees, Local 727  
representing the employees of School District No. 70 (Alberni)

(hereinafter, called the "Union")  
Party of the Second Part

**AGREEMENT MADE** for the period of three (3) years July 1, 2003 to June 30, 2006.

**WHEREAS** it is the desire of both parties to this agreement.

1. To maintain and improve the harmonious relations and settled conditions of employment between the Board and the Union.
2. To recognize the mutual value of joint discussions and negotiations;
3. To encourage efficiency in operation;
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

**AND WHEREAS** for the purpose of implementing the spirit and intent of the foregoing, it is agreed that changes in policy affecting the employees security will be discussed with the Union prior to implementation.

Agreed on behalf of

Agreed on behalf of

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 70 (ALBERNI)

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

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**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

## **ARTICLE 1 – DEFINITIONS**

### **1.01 Regular Employee**

An employee who has completed his probationary period, or who has served four (4) continuous months as a temporary employee.

### **1.02 Regular Position**

A job that is anticipated to continue for an unspecified period and is awarded to an employee by posting.

### **1.03 Regular Part-time Employee**

An employee whose normal assignment is for any number of hours which are fewer hours of work in a day or days of work in a week than a full-time employee in that classification.

### **1.04 Probationary Employee**

An employee who is serving a probationary period of three (3) months in a regular position to determine suitability as a regular employee.

### **1.05 Temporary Employee**

A person who is hired to fill a specific work requirement which is anticipated to be of limited duration. However, a temporary employee with four (4) months continuous service shall be considered a regular employee. The period of four (4) months may be extended by mutual agreement of the parties to this Agreement.

### **1.06 Casual Employee**

A person who is hired on a day-to-day basis.

### **1.07 Retirement**

Is the termination of employment in conformity with the provisions of the Superannuation Act. The Board shall always have the right to retire employees at age 65.

### **1.08 Resignation**

Any voluntary termination of employment other than retirement.



### **1.09 Call Out**

A call out occurs only when an employee is both advised and brought back to work after having officially completed his duties for the day or week and has left the job in a normal manner and twenty-four (24) hours notice has not been given.

### **1.10 New Construction**

Shall be defined as the construction of new schools or school projects, where new foundations are involved and shall include all work normally considered part of "new construction building costs".

### **1.11 Noon Hour Supervisor**

A person who is hired as per Article 17.01 (d).

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The management of the work force and the method of operation is vested exclusively in the Board, except as otherwise specifically provided in this Agreement, and subject to grievance procedure.

## **ARTICLE 3 - RECOGNITION OF THE UNION**

### **3.01 Bargaining Unit Defined**

The Board recognizes the Union as the sole bargaining agency for those employees for whom the Union has been certified, with the exception of those employees excluded by provincial statutes and/or regulations or, by mutual agreement, and the Secretary-Treasurer, Controller, ADSS Accountant, District Engineer, Maintenance Manager, Custodial Manager, Assistant Custodial Manager, Operations Manager, Transportation Manager, Administrative Assistant Education, Administrative Assistant Business, Administrative Officers (e.g. Principals, Vice-Principals) all other persons covered by the collective agreement between the Board and Alberni District Teacher's Union , subject to Article 3.02.

### **3.02 Confidential Employees**

Confidential employees shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting or cases of emergency when regular employees are not available.

### **3.03 Notification**

- (a) The Union shall notify the Board of names of members of committees and job stewards.
- (b) The Board shall notify the Union of names of members of Board committees and administration that are responsible for personnel and contractual issues related to the bargaining unit.

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

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Board. Such representatives shall have access to the Board's premises in order to investigate and assist in the settlement of grievances, providing the representatives shall first request such access from the appropriate executive staff member.

### **3.05 Crossing of Picket Lines**

Employees shall not be required to cross any picket line legally established and maintained under the labour 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.

### **3.06 No Other Agreements**

No employee shall be required or permitted to make written or verbal agreement with the employer or his/her representative which may conflict with the terms of this Collective Agreement.

## **ARTICLE 4 - DISCRIMINATION OR HARASSMENT**

### **4.01 Discrimination**

The Board, the Union, their servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any operation of the employer or to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfer, layoff, discipline, discharge or otherwise by reason of the enumerated categories in the Human Rights Act, or by reason of the employee's membership in the labour Union or management organization.

#### **4.02 Sexual or Personal Harassment**

- (a) All employees have the right to work without sexual or personal harassment.
- (b) Sexual harassment shall be defined as any repeated rejected or unwelcome sexual comment, look, suggestion or physical contact that creates an uncomfortable working or learning environment for the recipient, made by a person who knows or ought to know it is unwelcome; but may include a single sexual advance made by a person in authority over the recipient that includes or implies a threat; and may include a reprisal made after sexual advance is rejected.
- (c) Personal harassment shall be defined as repeated, intentional, offensive comments and/or actions designed to demean and/or belittle an individual, and shall not include normal day to day supervisory or disciplinary action.
- (d) Any complaint alleging sexual or personal harassment shall be dealt with in the strictest confidence by the Board and the Union.
- (e) Any complaint alleging such sexual or personal harassment shall be dealt with in the Grievance procedure and shall commence at Step 3 as outlined in Article 11.05.

### **ARTICLE 5 – UNION SECURITY**

#### **5.01 All Employees to be Members**

- (a) The Board agrees that all present employees covered by the terms of this Agreement shall, as a condition of employment, become and remain members of the Union.
- (b) The Board shall require all new employees to execute an Assignment of Wages, in duplicate, the forms to be supplied by the Union.
- (c) All new employees covered by the terms of this Agreement shall, within thirty (30) calendar days following employment, become and remain members of the Union as a condition of employment.
- (d) All students employed under Youth Employment Programmes are covered by this Agreement.

#### **5.02 Failure to Comply**

In the event that an employee fails to comply with the provision of Article 5.01 above, the Board shall forthwith terminate the employee's employment.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

### **6.01 Written Agreement**

The Board agrees to honor a written assignment of all dues and assessments and will forward all monies so deducted to the Treasurer of the Union. The Union agrees to supply the Board with a letter stating that the assessment was duly authorized at a general meeting with the date of the meeting indicated.

### **6.02 Deductions**

Deduction of Union dues and assessments shall be made on each pay period and forwarded to the Treasurer of the Union by the fifteenth (15th) of the month following, together with the names and amounts deducted from each.

## **ARTICLE 7 - THE BOARD AND THE UNION SHALL ACQUAINT NEW MEMBERS**

### **7.01 New Employees**

The Board agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in the Articles dealing with Union Security and deduction of Union dues.

### **7.02 Notification of New Employees**

The Board agrees to notify the Union of the name, address, position and location of each new employee within seven (7) days of his date of employment.

### **7.03 Letter of Obligation**

The Union agrees to give the Board a letter for issuance to each new employee setting out his or her obligation to the Union.

## **ARTICLE 8 - CORRESPONDENCE**

Any correspondence arising out of this Agreement, or incidental thereto, shall pass to and from the Secretary-Treasurer, or designate, of the Board and the Corresponding Secretary of the Union.

## **ARTICLE 9 - LABOUR MANAGEMENT RELATIONS**

### **9.01 Labour Management Committee**

#### **(a) Appointment of Committee**

A Labour Management Committee shall be established consisting of a maximum of four (4) representatives of the Union and four (4) representatives of the employer. The Committee shall enjoy the full support of both parties.

#### **(b) Function of Committee**

The purpose of the consultation committee is to promote the cooperative resolution of the workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity in a public education setting.

#### **(c) Meetings of Committee**

The Committee shall meet at least once every two (2) months at a mutually agreeable time and place. Its members shall receive a notice agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

#### **(d) Chairperson of the Meeting**

An Employer and a Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

#### **(e) Minutes of Meetings**

A representative of the Board shall record the minutes and forward a copy to the CUPE 727 Chairperson within two (2) weeks of the close of the meeting. The minutes will be the first item on the agenda for the next meeting.

### **9.02 Bargaining Committee**

#### **(a) Appointment of Committee**

A Bargaining Committee shall be appointed by the parties as required.

**(b) Function of Bargaining Committee**

Negotiation of all matters of mutual concern pertaining to rates of pay, hours of work and working conditions shall be referred to the bargaining committee. There shall be no unilateral change in hours of work, change of shifts or the working conditions of an employee until mutually agreed to by both parties.

**(c) Meeting of Committee**

In the event that either party requests a meeting of the Committee, such request shall be made in writing and shall indicate the subject matter proposed for discussion. The meeting shall be held at a time and place within fourteen (14) calendar days or such other time as agreed to by the parties.

**(d) Time off for Meetings**

Up to three (3) representatives of the Union on the bargaining committee who are in the employ of the Board shall have the right of attending contract negotiations with the Board held within working hours without loss of remuneration. All other Union bargaining committee members shall have their wages reimbursed to the Board by the Union pursuant to Article 22.01 (f).

## **ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE BOARD**

### **10.01 Policy**

Policy items of the Board affecting members of the Union will not be altered except by mutual agreement of both parties.

### **10.02 Rules and Regulations**

Copies of all rules and regulations adopted by the Board which affect the members of the Union are to be forwarded to the Union. Such rules and regulations shall not contravene the Collective Agreement.

## **ARTICLE 11 - DISCUSSION OF DIFFERENCES (GRIEVANCE PROCEDURE)**

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

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting the employee's grievance in accordance with the grievance procedure.

### **11.02 Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward and the department(s) the Steward represents and the name of the Chief Steward, and members of the Union Grievance Committee, before the Employer shall be required to recognize that Steward.

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

The Employer agrees that Stewards and members of the Grievance Committee shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties. No Steward shall leave his/her work without obtaining the permission of his/her supervisor and only if a suitable replacement is available if necessary.

### **11.04 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

### **11.05 Employee Grievance**

Any differences arising between the parties shall be resolved without work stoppage in the following manner:

#### Step 1

If an employee is unable to resolve any grievance with his immediate supervisor then the individual employee and the Union representative shall discuss the matter with the appropriate department manager within ten (10) work days of the occurrence of the alleged grievance. If the matter is not resolved within five (5) work days, then,

### Step 2

The matter shall be submitted in writing by the Chief Job Steward or the President to the Secretary-Treasurer of the Board or designate, setting out the nature of the grievance and the circumstances from which it arose, including the Articles of the agreement in dispute. The Secretary-Treasurer or designate shall meet with the Chief Job Steward or President and the grievor and attempt to resolve the grievance. If the matter is not resolved at this level within a further five (5) work days, then,

### Step 3

The matter shall be referred to a Grievance Committee consisting of not more than three (3) representatives of the Board and three (3) representatives of the Union and the grievor. If the matter is not resolved at this level within a further five (5) work days, then,

### Step 4

The matter shall be referred to Arbitration in accordance with Article 12.

## **11.06 Union Grievance**

### Step 1

A grievance affecting the Union proper may be introduced by requesting a meeting between the appropriate senior executive staff and representatives of the Union within ten (10) work days of the occurrence of the alleged grievance. If the matter is not resolved within another five (5) work days, then,

### Step 2

The matter shall be referred to a Grievance Committee consisting of not more than three (3) representatives of the Board and three (3) representatives of Union. If the matter is not resolved within another five (5) work days, then,

### Step 3

The matter shall be referred to Arbitration in accordance with Article 12.



## **ARTICLE 12 - ARBITRATION**

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

Should a dispute not be resolved in accordance with Article 11 above, then the matter may be referred by the grieving party to a Board of Arbitration of three (3) members and this must occur within ten (10) work days of the matter being processed by the grievance committee. One (1) member shall be appointed by the Board and one (1) member by the Union, and these appointments shall take place within ten (10) work days of the referral to Arbitration. The third member shall be Chairman of the Arbitration Board and shall be appointed by the two (2) members appointed by the parties.

### **12.02 Failure to Appoint**

Should the parties' appointees be unable to agree on a Chairman within five (5) days of the appointment of the member last appointed, then the Chairman shall be appointed by the Minister of Labour of the Province of British Columbia.

### **12.03 Decisions of the Board of Arbitration**

The majority decision of the Board of Arbitration shall be final and binding upon the Board, the Union and the employee(s) concerned.

### **12.04 Amending of Time Limits**

Wherever a stipulated time limit is mentioned in Articles 11 and 12, the said time limit may be extended by mutual consent of both parties.

### **12.05 Expenses of the Board of Arbitration**

Each party shall pay the expenses of their appointees and one-half ( $\frac{1}{2}$ ) of the expenses of the Chairman.

### **12.06 Single Arbitrator**

Nothing herein shall prevent the Parties from agreeing to the use of a single Arbitrator.

## **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 13.01** Employees may, for just and reasonable cause, be dismissed or disciplined without notice, upon receipt of notification in writing. Employees so dismissed or disciplined shall have recourse to the grievance procedure.
- 13.02** No Employee shall be dismissed, suspended or reprimanded without representation of a shop steward or a member of the Union executive being present.
- 13.03** When an individual is reprimanded the Supervisor concerned will notify the Union in writing.
- 13.04** Unless otherwise decided under grievance procedure, suspension will mean loss of pay for the time or the duration of the suspension.

## **ARTICLE 14 - SENIORITY**

### **14.01 Seniority Defined**

- (a) Seniority is defined as the length of service in the bargaining unit of a regular employee, subject to the terms and conditions of this Agreement.
- (b) Effective September 1, 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 within a six (6) month period.
  - (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 is defined as any day on which an employee has been paid.
- (d) Temporary work of one (1) month or more in duration will be posted pursuant to Article 15.02 (f).
- (e) 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 employees, including regular employees on the recall list, but prior to outside applicants.

- (f) 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.

Secondary seniority shall be lost in the event that:

- (1) The employee fails to respond to eight (8) call-ins or call-outs within a twelve (12) month period, or
  - (2) Twenty-four (24) months has elapsed since the employee last received any income from school district sources.
- (g) Where bargaining unit seniority is equal, seniority shall be governed alphabetically according to the original name under which the employee is hired. Effective June 30, 1997, when employees commence employment on the same date, seniority shall be governed on a lottery basis. The names of the employees hired on the same day shall be drawn in the presence of a CUPE 727 Executive member and the Secretary-Treasurer or designate. The first person drawn will be deemed to be the most senior, and so on through the group.
- (h) For the purpose of filling Noon Hour Supervisor positions, employees who work only as Noon Hour Supervisors shall be hired in order of length of service with the employer, based on the date of hire. This seniority shall be only for Noon Hour Supervisor positions and shall not be considered as seniority for any other position in the bargaining unit. For Noon Hour Supervisors, Article 16 shall be applied only within the Noon Hour Supervisors employed by the Board. The employer agrees to provide a seniority list for Noon Hour Supervisors once per year in conjunction with other seniority lists.

#### **14.02 Seniority List**

- (a) An up-to-date seniority list showing the position, seniority date, and hours of work of each employee shall be sent to the Union and each employee in October and April of each year. Article 16.06 (Layoff and Rehire/Recall Procedure) will apply where applicable. Each employee is responsible to check the accuracy of their seniority date. The Board and Union must be notified by April 30<sup>th</sup> of each year of any errors or omissions. Failing notification, the seniority date will be deemed correct.
- (b) Each January an up-to-date secondary seniority list shall be sent to the Union and to each employee on the list. Each employee is responsible to check the accuracy of their seniority date. The Board and Union must be notified by April 30<sup>th</sup> of each year of any errors or omissions. Failing notification, the seniority date will be deemed correct.

#### **14.03 Probationary Employees**

Seniority shall not be accrued by a probationary employee. After successful completion of the probationary period, seniority shall be effective from the first date of current employment. Where the employee has secondary seniority, the seniority date shall be backdated from the date of commencement in the regular position by adding the number of shifts of secondary seniority.

#### **14.04 Loss of Seniority**

An employee shall not lose, and shall continue to accrue, seniority if the employee is absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer. An employee who has obtained an approved leave by the Employer for a first time or more times in excess of one (1) year, shall accrue seniority for the one (1) year period only. For any approved leave pursuant to Article 22.08(b) that exceeds the one (1) year period, the employee shall not accrue but shall only maintain their seniority.

An employee shall lose seniority only in the event:

- (a) they are discharged for just cause and are not reinstated;
- (b) they resign in writing;
- (c) 24 months have elapsed since the employee last received any income from School District sources or wage loss benefits from LTD or WCB.

Where an appeal is pending from a decision of either an LTD provider or the Workers' Compensation Board, consideration shall be given to an extension of the 24 month period.

#### **14.05 Seniority Outside Bargaining Unit**

An employee who leaves the bargaining unit to become an excluded employee of the Board, and returns to the bargaining unit, shall retain all seniority at the time of leaving but shall not accrue seniority while out of the bargaining unit. If an employee returns to the bargaining unit, such return shall be through a posted position consistent with the employee's seniority and qualifications. Such return shall not result in the layoff nor bumping of any other employee. The employee's total time worked with the School District shall be used to determine the employee's benefits.

## **ARTICLE 15 - PROBATION, PROMOTIONS AND STAFF CHANGES**

### **15.01 Probation**

- (a) Newly hired employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. Such employees may be terminated at any time during the probationary period for only work related reasons.
- (b) The Board and the Union agree that employees serving a period of probation can only be considered on probation while working. Extended periods off such as a period of leave or down time such as extended school breaks cannot be considered as part of the probation period.
- (c) Probationary employees shall not be entitled to bid on posted vacancies but will be considered as external applicants.

### **15.02 Job Posting**

- (a) The Corresponding Secretary of the Union shall be notified in writing of all vacancies for regular and/or temporary positions occurring within the system. These vacancies shall be bulletined in all work sites for a period of five (5) working days before an appointment is made. Subject to mutual agreement, such notice shall contain the following information: location, nature of position, required knowledge, ability and skills, current shift; and current wage or salary range or rate. Job postings will be mailed to those employees on leaves of absence (excluding short term sickness), WCB or LTD. Regular positions will not normally be posted during July and August. When temporary positions become available and are posted during July and August, as per Article 15.02 (f), the postings shall be bulletined in the Board Office, Maintenance Shop and Bus Garage.

- (b) **Appointments**

The Board will notify the successful applicant within five (5) working days of the close of the posting whenever possible. A letter of appointment to the successful applicant shall follow with a copy to the Corresponding Secretary of the Union.

- (c) **Vacancy Not Filled**

Where a job vacancy occurs or a new job is created, such vacancy shall be posted within ten (10) working days as set out above. If a vacancy is not to be filled, the Board shall advise the Union, in writing, of such decision within ten (10) working days of the vacancy occurring.

(d) **Summer Work (July and August)**

Summer work requiring additional staff, i.e. Capital Projects, predetermined grounds or maintenance work, shall be posted. Employees not successful in obtaining posted summer work shall have their names form a pool from which any further summer requirements may be drawn.

(e) **Increase in Hours**

- (1) Any existing position, except Teacher Assistant, may be increased during the school year (July 1 to June 30) by up to twenty-five percent (25%) of the hours per week or five (5) hours per week, whichever is greater, without posting. The Union shall be notified in writing of any such changes.
- (2) When additional hours for Teacher Assistants become available in a school during the school year they shall be offered to Teacher Assistants in that school on the basis of seniority and qualifications except where the hours are required to be added to a Teacher Assistant who is assigned to specific students.

(f) **Temporary Positions**

Other than as provided for in Article 15.07 (e), temporary positions of one (1) month or more in duration will be posted.

**15.03 Staff Changes**

In making staff changes, appointment shall be made of the senior applicant having the required qualifications, competency considered.

**15.04 Demotions**

Demotions initiated by the employee will be implemented at the rate for the new assignment from the first effective day of the new assignment.

**15.05 Trial Period**

All promotions or transfers by employee application shall be on trial for a period of three (3) months worked, to determine suitability for the new position. If the staff change is not confirmed, or if the employee does not wish to remain in the new position, the appointee shall revert to the position held prior to the change. If a further extension of the trial period is required, it shall be by mutual agreement between the Board and the Union.

## **15.06 Training**

### **(a) On-the-Job Training**

The Employer will maintain a system of on-the-job training so that every employee shall have the opportunity of receiving training, and qualifying for promotion. Where a regular position must be filled temporarily for more than fourteen (14) working days and up to two (2) months, the position will be offered as part of the on-the-job training program to the senior employee with the basic skills required for the job. Where the senior employee has already received such training, or declines, the position will be offered to the next senior, and so on. The pay rate will not change.

### **(b) Application of Seniority**

Upon the employee's request, when a vacancy occurs, the senior applicant with the basic skills required by the job will be granted an on-the-job opportunity to train for that job and qualify for promotion. The Employer will determine a suitable training period for each job that arises. The trial period will commence at the end of a successful training period.

### **(c) Training Fund**

The Board shall annually establish a training fund for support staff employees and shall advise the Union in writing annually, at the time of budget completion, of the available funds.

On an annual basis the parties will jointly institute a process for receiving suggestions from employees on desired training opportunities. The Union may provide the Board with a list of priorities for training opportunities based on the suggestions received for the Board's consideration.

The Board will also provide the Union with an annual list of district priorities.

## **15.07 Teacher Assistants**

- (a) Prior to the end of each school year the Board will institute an expedited job posting procedure for Teacher Assistants. Teacher Assistants in seniority order and in groups of fifteen (15) to twenty (20) employees will attend meetings to post into vacancies, or if laid off, post into vacancies or bump a less senior employee. The process will include a representative of CUPE 727.

If there are any postings during the Year End Staffing procedures, or for positions during September, there will be a minimum of two (2) working days between postings.

- (b) A position as Teacher Assistant which becomes vacant or which changes by twenty-five (25%) or more for the next school year will be posted and filled per the posting procedure in 15.07 (a).
- (c) In filling posted vacancies, the assignment shall be awarded to the senior applicant who is suitable and has the required qualifications, competency considered.
- (d) When a full-time or part-time Teacher Assistant job vacancy occurs or a new full-time or part-time Teacher Assistant position is created following the year-end expedited posting procedures and prior to October 1, such vacancy shall be posted during the period September 1st to September 30th.
- (e) If a part-time Teacher Assistant position becomes available during the school year after September 30th, it will be filled on a temporary basis for the balance of the school year, and will be posted as per the posting procedure in 15.07 (a) if the position is still required.
- (f) If a full-time Teacher Assistant position becomes available during the school year after September 30th it will be posted as a temporary position available only to part-time employees in the bargaining unit. The position will be posted again as per the posting procedure in 15.07 (a) if the position is still required.
- (g) If a Teacher Assistant wishes to revert, this shall only take place at a convenient time to the Board and if the former job still exists.
- (h) When a Teacher Assistant elects to move with their assigned student to another school, a vacancy is deemed not to have resulted from the student's change of school and the position need not be posted.

#### **15.08 Noon Hour Supervision**

- (a) Noon Hour Supervisor appointments will be made on a school year basis, September to June. Replacement or addition may be made during the school year and terminating at the end of June.
- (b) Any regular Employee working less than full-time will be first considered, based on their seniority and school scheduling subject to approval of the principal, for Noon Hour Supervision positions at their work locations. Where appointed, they shall be paid at their regular rate of pay. If a half-time employee is appointed as a Noon Hour Supervisor, the role shall be a minimum of one (1) hour in duration per day; if a full-time employee is appointed, the Noon Hour Supervisor role can be either one-half ( $\frac{1}{2}$ ) hour or one (1) hour in duration per day.



- (c) No Teacher Assistant working six (6) hours per day on January 3, 1989 will have a reduction in time as a result of Noon Hour Supervisors being appointed in the same school or as a result of the change in ratios (Schedule B), unless the Teacher Assistant so chooses.

#### **15.09 Posting Job Vacancies for the Custodial Department**

- (a) When a job vacancy occurs in the Custodial Department the position shall be posted giving its job name, i.e. Alberni Elementary Top Floor, and that the most senior qualified applicant will get the job preference.
- (b) Under extraordinary circumstances certain custodians will be assigned by a supervisor where necessary for a maximum period of up to five (5) working days.

#### **15.10 Employees on Long Term Absences**

When an employee has been absent on leave including LTD, WCB and unpaid sick leave for two (2) years, the employee's job will be considered vacant and will be posted as a regular job.

An employee whose position has thus been declared vacant and been filled by another employee, shall give notice of at least thirty (30) calendar days in writing of intention to return to work together with a statement from a medical doctor, where applicable, stating the employee is fit to return to work.

If an employee returns to work, such return shall be through a posted position in accordance with Articles 15.02 and 15.03.

### **ARTICLE 16 – LAYOFF AND REHIRE/RECALL PROCEDURE**

#### **16.01 General**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority.

#### **16.02 Notice of Layoff**

The Employer shall notify employees who are to be laid off thirty (30) calendar days over a scheduled working period before the layoff is to be effective. If the employee has not had the opportunity to work during the thirty (30) calendar days after notice of layoff, the employee shall be paid in lieu of work for that part of the thirty (30) calendar days during which work was not available.

### **16.03 Rehire/Recall**

- (a) No new employees will be hired until those laid off have been given an opportunity of re-employment.
- (b) Eligibility for recall is limited to the period of two (2) years from the effective date of layoff subject to Article 16 and Article 25.
- (c) Regular employees who have been laid off and are on recall will be recalled according to seniority if they are qualified for a vacancy.
- (d) The recall period shall be extended for time worked during the first twelve (12) months of layoff.
- (e) The eligibility for recall begins the effective day of layoff from a position of four (4) continuous months or longer.

### **16.04 Layoff Procedure**

- (a) In the event that regular employees are laid off, or their hours of work are reduced, employees may exercise their seniority to bump any less senior employee providing they are qualified for the job at the time notice of layoff is given.
- (b) Regular employees can choose to skip bumping to another region and still bump within the region under Article 16.04 (Regions are: West Coast, Bamfield, Alberni Valley).

### **16.05 Temporary Employment while on Layoff**

- (a) Regular employees who have been laid off and are unable to exercise their bumping rights shall be notified of all temporary jobs of one (1) day or longer for which they are qualified. The Board will recall these laid off employees for temporary jobs according to seniority, providing the employee is available at the time of notification.
- (b) For the purposes of (a) recall shall be determined on the following basis.
  - (1) The senior employee on the recall list, who is available, will have the right to be recalled for temporary work.
  - (2) The senior employee on the recall list taking a position that is between one and ten days will remain in that position for the length of time they are required. The exception to this shall be if work identified in 3) and/or 4) below becomes available, then at the end of the employee's short term assignment, the employee will be given the opportunity to immediately move to the longer term assignment.

- (3) If the senior qualified employee on recall is temporarily recalled to a position of eleven (11) to twenty (20) continuous days and a position of a longer duration becomes available such position shall be offered to that senior qualified employee subject to the agreement of the immediate supervisor which shall be based on the needs of students who may be affected by the recall.
- (4) If the senior qualified employee on recall is temporarily recalled to a position of more than twenty (20) continuous days and another position of a longer term than the employee is currently filling becomes available, such employee shall complete their first position but will be provided with the opportunity to move to the long term position following the completion of the first long term position provided that at least ten (10) days remain in that position.
- (5) Upon completion of any temporary recall assignment the employee's name shall be returned to the recall list in seniority order.
- (c) Casual employees shall not be utilized for any work unless all qualified available employees on the Recall list or those qualified employees with Secondary Seniority are working.

#### **16.06 Less Than Twelve (12) Month Employees**

Those employees who are scheduled to work for less than twelve (12) months in any year shall not have bumping rights during the normal school closures, at Christmas break, Spring break, or summer break.

#### **16.07 Continuation of Benefits**

- (a) The Employer agrees to pay one hundred percent (100%) of the coverage of group benefits for employees on layoff for a period of six (6) months from the effective date of layoff.
- (b) If the employee is laid off for longer than six (6) months, the employee may continue with the group benefits at the employee's full cost for the recall period, subject to the rules and regulations of the benefit carrier.
- (c) An employee on layoff who is recalled for twenty (20) or more consecutive working days after the first six (6) months of layoff shall be reimbursed by the Employer for the Employer's share of group benefits continued by the employee for such twenty (20) or more consecutive days.

## **ARTICLE 17 - HOURS OF WORK**

### **17.01 Four (4) Hour Daily Minimum**

- (a) The Employer 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:
  - (1) student/noon hour supervisors
  - (2) crossing guards
  - (3) small schools with fewer than 75 students in which case a two hour minimum will apply
  - (4) other positions by mutual agreement
- (c) The four hours shall be consecutive but may exclude a lunch period up to one 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 12 consecutive hours.
- (e) Where posting of additional hours is required, additional hours of less than four hours may be posted as “additional hours” and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.

### **17.02 Work Week and Work Days**

#### **(a) Clerical**

The normal work week for a full-time clerical employee is thirty-seven and one-half (37.5) hours, consisting of seven and one-half (7.5) consecutive hours, Monday to Friday, exclusive of meal times.

#### **(b) Teacher Assistants**

- (1) All full-time Teacher Assistants will work the same work schedule as classroom teachers, six (6) hours per day for the number of instruction days as prescribed by the School Act and Regulations.

- (2) Effective 1997/98 school year all Teacher Assistants shall be permitted to work at their regular hours of pay for at least two (2) non-instruction days each school year. The Board shall designate the dates. Article 16 does not apply to the non-instruction days that the Teacher Assistant is not eligible to work.

(c) **Crossing Guards**

School Crossing Guards will work a maximum of four (4) hours per day on days when school is actually in session. Article 16 does not apply with respect to days which are not school days.

(d) **Noon Hour Supervisors**

Noon Hour Supervisors will work a minimum of one (1) hour per day during the noon or lunch hour; on days when school is actually in session. Notwithstanding any other provision in this Agreement, Noon Hour Supervisors shall not accumulate seniority, nor be entitled to welfare or other benefits.

(e) **Maintenance, Custodial**

The normal work week for other full-time employees is thirty-nine and one-half (39.5) hours consisting of eight (8) consecutive hours, Monday to Thursday, and seven and one-half (7.5) hours on Friday, exclusive of meal times.

(f) **Transportation**

The normal work week for full-time employees in the Transportation Department is thirty-nine and one-half (39.5) hours consisting of eight (8) hours or less Monday to Friday.

### **17.03 Changes to Regular Work Week**

All full-time personnel shall work five (5) consecutive days according to posting, and Board policy, with the understanding that where the conditions of a special job require it, the work week may be changed for short periods of time. Except in emergency circumstances, notice of such change will be given no later than quitting time one (1) week in advance.

### **17.04 Hours of Work**

If an employee is called for work and upon arrival at the work site there is no work available, the employee shall be paid for two (2) hours at the rate of pay of the position they were called for.

#### **17.05 Shifts shall be as follows:**

- (a) Clerical staff - between 7:00 a.m. and 5:00 p.m.
- (b) Day shifts shall be eight (8) hours of work Monday to Thursday and seven and one-half (7.5) hours of work on Fridays, exclusive of meal times, scheduled between the hours of 6:00 a.m. and 5:30 p.m.
- (c) Afternoon shifts shall be eight (8) hours of work Monday to Thursday and seven and one-half (7.5) hours of work on Fridays, exclusive of meal times, scheduled between the hours of 2:30 p.m. and 1:00 a.m.
- (d) Night shifts shall be eight (8) hours of work Monday to Thursday and seven and one-half (7.5) hours of work on Fridays, exclusive of meal times, scheduled between the hours of 11:00 p.m. and 9:00 a.m.

#### **17.06 Regular Part-time Employees**

Hours of work for employees working less than full-time shall be mutually agreed upon.

#### **17.07 Rest Periods**

- (a) All full-time employees working in excess of six (6) hours per day, shall be permitted a fifteen (15) minute rest period both in the first half and second half of a shift.
- (b) All employees working six (6) hours per day or less, shall be permitted one (1) fifteen (15) minute rest period during their shift.

### **ARTICLE 18 - OVERTIME AND CALL OUT**

#### **18.01 Overtime Rates**

Any time worked over eight (8) hours in any one (1) day and thirty-nine and one half (39.5) hours in any week (except for clerical staff, teacher assistants, school crossing guards: over seven and one-half (7.5) hours in any one (1) day and thirty-seven and one half (37.5) hours in any week) shall be paid at the rate of time and one-half ( $1\frac{1}{2}x$ ) for the first three (3) hours and double time ( $2x$ ) thereafter.

#### **18.02 Sunday Pay**

Double time shall be paid for Sundays.

### **18.03 Minimum Call-Out Time**

- (a) An employee who is called out and who commences work shall be paid at the rate of one and one-half (1½x) times for all time worked with a minimum of four (4) hours of time to be paid. The rate for Sundays and Statutory Holidays shall be double (2x) the regular rate for the employee. Time worked on call-out shall not count for the computation of hours worked for overtime purposes.
- (b) In the event that an employee is called out and reports for work but is sent home before commencing work the employee shall be paid for two (2) hours at the employee's regular rate.

### **18.04 Pay or Banked Time**

Where overtime is worked in any day, week or month, the employee, at the time of submitting the time sheet for the period involved, will choose whether payment shall be in time off or added to the pay cheque. Banked overtime shall be used by December 31st in the year earned or paid out in wages by December 31st of the same year. However, banked overtime earned in the months of October, November and December, to a maximum of three (3) days, may be carried over to be used as time off in the subsequent calendar year.

## **ARTICLE 19 - SHIFT WORK AND ALLOWANCES**

### **19.01 Shift Allowance**

Shift allowance will be paid as follows:

- a) All employees with six (6) hours and greater on afternoon shift (between the hours of 2:30 p.m. and 1:00 a.m.) shall receive thirty-one (31¢) cents per hour pay differential.
- b) All employees working eight (8) consecutive hours exclusive of meal times, scheduled between the hours of 11:00 p.m. and 9:00 a.m. shall receive thirty-one (31¢) cents per hour pay differential.
- c) All employees working a split shift where the split in shift is greater than two (2) hours shall be paid an extra ten (10¢) cents per hour.
- d) It is provided that the differential payments shall not be paid during the months of July and August to any employee unless he actually works a split shift or an afternoon shift or a night shift in which case he will receive the appropriate differential for each shift worked.

### **19.02 In-Charge Allowance**

A Charge Hand, designated as such by an authorized representative of the Board shall be paid an In-Charge allowance of one dollar and fifty cents (\$1.50) per hour in addition to the employee's regular pay.

### **19.03 Working Foreman**

- (a) A Working Foreman, appointed by the Board, supervising nineteen (19) or less employees shall receive an allowance of two dollars and fifty cents (\$2.50) per hour in addition to the employee's regular pay.
- (b) A Working Foreman, appointed by the Board, supervising twenty (20) or more employees shall receive an allowance of three dollars and fifty cents (\$3.50) per hour in addition to the employee's regular pay.
- (c) Any employee in a department who carries out the duties of a Working Foreman who is absent shall be paid the Working Foreman allowance when so designated.

### **19.04 First Aid Allowance**

Those designated employees holding a valid Level II First Aid Certificate as required by the Workers' Compensation Board or deemed necessary by the Board, shall be paid an allowance of sixty cents (60¢) per hour.

## **ARTICLE 20 - HOLIDAYS**

### **20.01 Statutory Holidays**

- (a) 1) Regular Employees, Regular Part-Time Employees and Temporary Employees shall be entitled to the following Statutory holidays with pay:

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

and any other day proclaimed by the federal or provincial government.

- 2) Employees who do not work or receive wages during the month of August shall not be eligible for the August statutory holiday with pay except in the case of employees exercising their rights under Article 22.09.



- 3) Employees on leave of absence without pay, for thirty (30) or more continuous days are not eligible for Statutory holiday pay for stats that fall within the period of unpaid leave. It is understood that this leave of absence covers sick leave without pay, LTD and WCB.
  - (b) Casual employees shall be entitled to the Statutory Holidays listed in this Article, with pay, provided they have worked fifteen (15) days in the thirty (30) calendar days immediately preceding the particular Statutory Holiday.
- 20.02** Any time worked on a Statutory Holiday shall be paid at the rate of double time (2x) in addition to the employee's regular pay.
- 20.03** Should the school calendar, established pursuant to the School Act and/or Regulations, provide that school is in session on a holiday as listed in Article 20.01 (a) above, a day in lieu will be granted on a mutually agreed day when school is not in session. Such mutual agreement shall not be unreasonably withheld.

## **ARTICLE 21 - VACATIONS**

- 21.01** Employees' vacation periods shall be determined by mutual agreement between the employees and the Board. Preference in choice of vacation dates shall be determined by seniority of service with the Board. Annual vacations will be granted as follows:
- (a) Employees who will not have completed one (1) year of continuous service by December 31st and casual or temporary employees - four percent (4%) of the employees' earnings to December 31st. Regular employees will have their vacation entitlement carried into the next calendar year.
  - (b) Employees who have completed one (1) or more years of continuous service as of December 31st - fifteen (15) working days at the employee's regular rate of pay.
  - (c) Employees who have completed four (4) or more years of continuous service as of December 31st - twenty (20) working days at the employee's regular rate of pay.
  - (d) Employees who have completed twelve (12) or more years of continuous service as of December 31st - twenty-five (25) working days at the employee's regular rate of pay.
  - (e) Employees who have completed twenty (20) or more years of continuous service as of December 31st - thirty (30) working days at the employee's regular rate of pay.

- (f) Employees who have completed twenty-five (25) or more years of continuous service as of December 31st - thirty-five (35) working days at the employee's regular rate of pay.
- (g) Employees who have completed thirty (30) or more years of continuous service as of December 31st - forty (40) working days at the employee's regular rate of pay.

**21.02** Vacations will be taken at a time most convenient to the operation of the School District and no later than December 31st in the year of eligibility.

**21.03** (a) Notwithstanding the foregoing, an employee shall receive vacation pay at not less than four per cent (4%), six per cent (6%), eight per cent (8%), ten per cent (10%), twelve per cent (12%), fourteen per cent (14%) or sixteen per cent (16%) of the employee's earnings depending on the employee's entitlement as provided above.

(b) Employees working less than twelve (12) months are entitled to vacation pay. The appropriate vacation pay percentage will be placed, each pay period, into a vacation pay bank that may be drawn on by the employee. Any funds remaining in the employee's bank will be paid out during the employee's final pay period in each school year.

**21.04** Vacation entitlement shall be prorated when an employee is employed for less than a full calendar year. An employee working less than full time will have vacation pay pro-rated.

**21.05** If on retirement or termination, an employee has not taken his or her holidays for the current year, then he or she shall be paid in lieu of such holidays in the proportion of time worked in that year.

**21.06** Where an employee on vacation becomes sick and is hospitalized or confined to bed by a qualified medical practitioner for a period in excess of a three (3) day uninterrupted period, the employee will be granted sick leave for the period of hospitalization or confinement pursuant to Article 24.07. The employee is required to provide a medical document of proof of the hospitalization or confinement.

## **ARTICLE 22 - LEAVES OF ABSENCE**

### **22.01 Leave for Union Matters**

#### **(a) For Union Business**

Upon application to and upon receiving the permission of the Board or designate in each specific case, time off without pay shall be granted to official representatives of the Union when it becomes necessary to transact business in connection with matters affecting members of the Union provided that a suitable replacement is available if necessary.

- (b) Where permission has been granted to representatives of the Union to leave their employment temporarily with respect to a grievance, they shall suffer no loss of pay for the time so spent. Where permission by the Board or designate has been granted to members of the Union to leave their employment temporarily in order to carry on negotiations for the Union with another employer, such leave shall be granted without pay.

#### **(c) Election to a Union Office**

Any employee who is elected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence, without pay and without loss of seniority, for a period of one (1) year. Any additions thereto shall be by mutual consent.

#### **(d) Union Conventions and Seminars**

Leave without pay will be granted to not more than four (4) representatives of the Union to attend conventions and seminars. Total absence allowed shall not exceed eighty (80) man-days per calendar year to attend Union conventions and seminars provided the total number of leaves granted at the same time does not unduly affect the operation of a department.

#### **(e) Workers' Compensation Board Appeals**

Where permission has been granted for a representative of the Union to leave their employment temporarily to represent another employee at a Workers' Compensation Board appeal hearing, they shall suffer no loss of pay for the time spent.

- (f) An employee who is granted leave without pay under this Article, shall continue to be paid by the Board in the normal manner, and the Union, upon being invoiced, shall reimburse the Board for the pay involved, plus ten per cent (10%) to cover the cost of benefits such as pensions, statutory charges related to pay, etc.

## **22.02 Jury Duty**

An employee who is subpoenaed for jury duty or called upon to act as a court witness or called upon to meet with justice system staff or attend court pursuant to the Victims of Crime Act, shall be granted leave of absence without loss of pay for the time involved while so engaged, provided he turns over to the Board any monies he receives, excluding per diem, travel and accommodation expenses, for serving as a juror or witness on days he would normally be working. Employees subpoenaed for such services are expected to return to the job if not required to serve.

## **22.03 Bereavement Leave**

Up to three (3) consecutive days leave, with pay will be granted on compassionate grounds in case of death in the immediate family. "Immediate family" is defined as spouse, children, parents, brothers, sisters, parents of the spouse, grandparents, grandparents of the spouse, grandchildren, brother-in-law and sister-in-law.

## **22.04 Pregnancy Leave**

- (a) Upon request, a pregnant employee will be granted unpaid leave for a period of not more than seventeen (17) consecutive weeks or such longer period as mutually agreed between the employee and the Board. Such employee shall also be entitled to Parental Leave pursuant to Article 22.05.
- (b) The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date.
- (c) The request to take pregnancy leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable birth date.
- (d) An employee, on commencement of pregnancy leave, shall provide the Board with her return to work date.
- (e) The period of pregnancy leave shall abut any period of Parental Leave under the provisions of Article 22.05.
- (f) Pregnancy leave shall be extended for up to an additional six (6) consecutive weeks or such longer period as deemed necessary, for illness of the newborn child(ren) where a doctor's certificate is presented; or for reasons related to the birth or the termination of the pregnancy.
- (g) During the regular Pregnancy Leave, the Board will continue to make its normal contributions to those benefit plans which are available to the employee provided the employee also continues her normal contributions.

(h) **Early Return and Emergency Situations**

In the case of an incomplete pregnancy, death of a child or other special situation, an employee may return to work earlier than provided in the agreed-upon leave provided that a minimum of ten (10) working days written notice must be given to the Board.

The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

**22.05 Parental Leave/Adoption Leave**

An employee who requests Parental Leave shall be entitled to the following:

- (a) a birth mother immediately after the end of the pregnancy leave shall be entitled to thirty (35) consecutive weeks unpaid leave unless the employee and the Board agree otherwise,
- (b) a birth father, after the child's birth and within fifty-two (52) weeks after that event, shall be entitled to thirty-seven (37) consecutive weeks of unpaid leave.
- (c) an adopting parent within fifty-two (52) weeks after the child is placed with the parent, is entitled to thirty-seven (37) consecutive weeks of unpaid leave.
- (d) Where both parents are employees of the board, the employees shall determine the apportionment of Parental Leave between them subject to the agreement of the board. The total Parental Leave when shared between both parents shall not exceed thirty-seven (37) weeks.
- (e) The request to take Parental Leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:
  - 1) a certificate from a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or
  - 2) a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).
- (f) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision.

- (g) Up to an additional maximum of ten (10) days leave without pay will be approved for the purpose of child adoption interviews, travelling, settling in, and other related requirements. This leave shall be granted to either parent, or each if both are employees of the Board.
- (h) Upon registration for adoption, the employee will notify the Board.

#### **22.06 Paternity Leave**

On the birth of a child, or at the time of arrival of a child in the case of adoption or legal guardianship, the father will be granted, upon request, one (1) day leave of absence without loss of pay, to be taken within one (1) week of birth or arrival.

#### **22.07 Extended Pregnancy/Parental Leave**

- (a) Upon written request, at least ten (10) working days prior to the expiration of pregnancy leave and/or parental leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of twelve (12) months.
- (b) The employee may maintain health and employee benefits in accordance with the respective plans if the employee so wishes by payment of the costs of such benefits by the employee.
- (c) The employee returning to work after extended pregnancy/parental leave, shall provide the Board with at least thirty (30) working days of notice of intent.

#### **22.08 Special Leave**

- (a) The Board will grant leave of absence without pay and loss of seniority to any regular employee requesting such leave, if a suitable replacement is available, to a maximum of five (5) days in any school year. Such request to be in writing and approved by the Board.
- (b) In special circumstances the Board may grant additional leave of absence without pay and loss of seniority to any regular employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Board.

#### **22.09 General Leave**

School based office staff may be granted leave of absence without pay during the summer months. Such leave shall not be unreasonably withheld.

## **22.10 Benefit Adjustment**

- (a) The following non-contributory benefits will be adjusted on a monthly basis where leave of absence without pay is thirty (30) or more continuous days:
  - 1) Sick leave at the rate of one and one half (1½) days per month.
  - 2) Annual vacation entitlement for that year.
- (b) Any employee granted leave of absence without pay may retain his/her right to shared cost benefits such as medical service, dental plan, group insurance or long term disability insurance by paying both the employer and employee contributions for such plans during the entire period of leave after thirty (30) days, providing such payment is acceptable to the carrier, for a maximum time of one (1) year.
- (c) Arrangements for these payments shall be made by the employee prior to commencing leave and can be made by deduction from payroll or by cheque.
- (d) The above items will not apply to school based office staff taking leave of absence without pay during the summer months as outlined in Article 22.09 in the Collective Agreement.

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

### **23.01 Wages**

Wages paid shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement. The indication of a job and accompanying wage rates in the wage schedule shall not necessarily bind the Board to create or fill such a position.

## **ARTICLE 24 - WELFARE BENEFITS**

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article (NOTE – districts without AD & D would not include reference to that benefit) as soon as the Trust is able to take on that responsibility.

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

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

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

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

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

The following welfare benefits are available only to regular employees:

#### **24.01 Medical Coverage**

##### **(a) Medical Services Plan of BC**

Eligible regular employees and dependants will be covered by the Medical Services Plan of BC. Premiums will be borne one hundred percent (100%) by the Board. To be eligible, an employee must work at least one-half ( $\frac{1}{2}$ ) of the employee's regular full time hours.

##### **(b) Extended Health Benefit Plan**

Eligible regular employees and dependants will be covered by a mutually acceptable extended health benefit plan. Premiums will be borne one hundred percent (100%) by the Board. To be eligible, an employee must work at least one-half ( $\frac{1}{2}$ ) of the employee's regular full time hours. The plan will include optical benefits of two hundred dollars (\$200.00) per person in a twenty-four (24) month period effective January 1, 1994.

#### **24.02 Employee and Family Assistance Plan**

All regular employees covered by this Agreement shall be members of the Employee and Family Assistance Plan as administered by Port Alberni Assessment and Referral Services or other provider mutually agreed upon.

The Board will contribute sixty percent (60%) of the annual fees, and each employee will contribute forty percent (40%) of the annual fees.

#### **24.03 Group Life Insurance**

- (a)** The Board agrees to pay the total cost of a Group Life Insurance plan for all regular employees. The amount of coverage will be three times (3x) the employee's annual salary. Any change in carrier will only take place following discussion with the Union.



- (b) An employee may purchase, at the employee's cost, additional group life insurance.

#### **24.04 Dental Services**

- (a) The Board agrees to implement a dental plan. Plan "A", Basic Services paying eighty percent (80%) of the cost of recognized routine preventative dental services, with employee paying remaining twenty percent (20%); Plan "B" Major Restorative Services at fifty percent (50%) of fees and Plan "C" Orthodontic Coverage at fifty percent (50%) of fees to a lifetime maximum of one thousand five hundred dollars (\$1,500). Participation in the plan shall be available only to employees employed at least one-half ( $\frac{1}{2}$ ) of the employee's regular full time hours and shall become a condition of employment for all new employees who are eligible. Premium cost sharing to be eighty percent (80%) employer and twenty percent (20%) employee.
- (b) Employees are to be eligible for dental coverage on the first day of the month following three (3) months of employment.

#### **24.05 Long Term Disability Insurance**

The Board agrees to implement a suitable long-term disability insurance plan with a premium cost sharing of seventy percent (70%) Board and thirty percent (30%) employee. This plan will apply to regular employees employed fifty percent (50%) or more of full-time and shall become a condition of employment for all new employees. Maximum payable under this plan will be one thousand eight hundred dollars (\$1,800.) per month effective January 1, 1983.

#### **24.06 Pensions**

All employees shall participate in the pension plan in accordance with the provisions of the Pension (Municipal) Act.

#### **24.07 Sick Leave Provisions**

- (a) After completion of the probationary period, regular employees shall be entitled to sick leave with pay at the employee's regular rate of pay. Effective January 1, 1975 sick leave shall be accumulative at the rate of one and one-half ( $1\frac{1}{2}$ ) days per month of service.

Fifteen (15) days of sick leave shall be available to each ten (10) month employee at the beginning of the school year. Eighteen (18) days of sick leave shall be available to each twelve (12) month employee at the beginning of each calendar year. Sick leave days which are advanced and utilized but not earned shall be repaid to the Board progressively through the school year as earned. The maximum number of days of sick leave

which may be used in a calendar year is one hundred and twenty (120) working days, or total days earned to date, whichever is the lesser.

- (b) Sick leave with pay will only be granted because of sickness, health reasons or accident. An employee may be required to provide a medical certificate or proof of other appointment necessitating sick leave. Such proof may be required for any illness requiring absence in excess of five (5) days.
- (c) Any employee may be advised, on application, of the amount of sick leave accrued to his or her credit.
- (d) Employees will notify the Board as soon as possible if they are to be absent from duty because of sickness, health reasons or accident and are expected to give the Board twelve (12) hours notice of their anticipated return to work.
- (e) All sick leave credits are cancelled upon termination of employment, unless the employee is re-engaged within six (6) months and has not received any severance pay based on sick leave.

#### **24.08 Emergency Services**

- (a) An employee shall apply in writing to the Board each year to be designated as an Emergency Service Volunteer pursuant to this Article.
- (b) Emergency services shall pertain only to voluntary emergency rescue services, voluntary fire protection and voluntary ambulance driver/attendant.
- (c) Where an employee is called out for emergency services, and is therefore unable to work, the Board will continue full pay with benefits for one (1) working day; up to two (2) additional working days may be granted by the Secretary-Treasurer; on each occasion.
- (d) Any payment the employee receives for such services shall be returned to the Board.
- (e) In the event the employee is injured while performing the voluntary emergency service and is in receipt of Workers' Compensation, he/she shall be deemed to have been injured at work and Article 24.09 Workers' Compensation shall apply for those days the employee was scheduled to work.

## **24.09 Workers' Compensation**

The following provisions are applicable to all employees.

- (a) Where an employee qualifies for Workers' Compensation benefit as a result of injuries sustained in discharging duties on behalf of the Board, the employee shall:
  - 1) turn over all wage loss compensation received from the Workers' Compensation Board; and
  - 2) receive full pay and benefits for the period of compensation; and
  - 3) accrue sick leave and vacation credits for a maximum of six (6) months for any one (1) incident; and
  - 4) be deducted one-quarter ( $\frac{1}{4}$ ) day of sick leave for each day of absence from work, except that if the employee has no sick days in the bank, the deduction of one-quarter ( $\frac{1}{4}$ ) day will not be applied.
- (b) This Article shall apply for a period of up to twelve (12) months from any one (1) incident, thereafter the employee will receive payments directly from the Workers' Compensation Board. Also refer to Article 24.10 (b).

## **24.10 Continuation of Benefits**

### **(a) While on Sick Leave**

The following benefits continue as outlined with normal cost sharing from the date the employee left work, where the employee is sick and therefore off work:

- Group Life - one (1) year
- Basic Medical and Extended Health - one (1) year
- Dental - one (1) year
- LTD - no payment required after LTD benefits commence
- Sick Leave and Vacation allowances while in receipt of sick pay
- Pension contributions while in receipt of sick pay

### **(b) While on WCB**

The following benefits continue as outlined with normal cost sharing from the date the employee left work because of a compensable WCB claim and is therefore off work:

- Group Life - one (1) year
- Basic Medical and Extended Health - one (1) year
- Dental - one (1) year
- Long Term Disability - one (1) year
- Pension contributions - one (1) year

- (c) Benefits including Medical Services Plan, extended health and dental while on unpaid leave of absence must be paid by the employee. If the benefits are not paid they will be cancelled after prior notice from the Employer to the employee. The employee is not entitled to continue benefits after 24 months have elapsed since the employee last received any sick leave pay or wage loss benefits from LTD or WCB.

#### **24.11 Survivor Benefits**

In the case of death of an employee, the Employer agrees to maintain the benefits enumerated in Article 24.01 (Medical Coverage) and 24.04 (Dental Services) for a period of an additional three (3) months for the employee's beneficiaries.

### **ARTICLE 25 - TERMINATION OF EMPLOYMENT BY EMPLOYER**

#### **25.01 Notice**

If by reason of any changes in operating methods, declining enrolment or financial restraint, the Board will be unable to provide work for displaced employees, the employee shall be given thirty (30) working days notice. Where the Employer fails to give such notice the employee shall be paid severance pay equal to the period of notice required at the regular rate of the position last occupied and all other benefits to which he may be entitled to under the contract.

#### **25.02 Time Limitation**

A regular employee who is laid off is entitled to choose severance pay at any time within thirty (30) calendar days from the effective date of layoff. Upon acceptance of severance pay all rights under the Collective Agreement are terminated.

#### **25.03 Obligation to Bump**

An employee, other than as indicated in Article 16.04(b) (Layoff Procedure), who can exercise bumping rights and chooses not to do so, is not entitled to severance pay.

#### **25.04 Severance Pay Schedule**

The following severance pay schedule shall apply:

- (a) One (1) weeks' pay for less than six (6) months' consecutive service;
- (b) Two (2) weeks' pay for more than six (6) months' consecutive service but less than two (2) years consecutive service;
- (c) Four (4) weeks' pay for two (2) but less than three (3) years' consecutive service;
- (d) Six (6) weeks' pay for three (3) but less than four (4) years' consecutive service;
- (e) Eight (8) weeks' pay for four (4) but less than five (5) years' consecutive service;
- (f) Twelve (12) weeks' pay for five (5) but less than six (6) years consecutive service;
- (g) Sixteen (16) weeks' pay for six (6) but less than seven (7) years' consecutive service;
- (h) Eighteen (18) weeks' pay for seven (7) but less than eight (8) years' consecutive service;
- (i) Twenty (20) weeks' pay for eight (8) but less than nine (9) years' consecutive service;
- (j) Twenty-two (22) weeks' pay for nine (9) but less than ten (10) years' consecutive service;
- (k) Twenty-four (24) weeks' pay for ten (10) but less than twelve (12) years' consecutive service;
- (l) Twenty-eight (28) weeks' pay for twelve (12) but less than fifteen (15) years' consecutive service;
- (m) Thirty (30) weeks' pay for fifteen (15) years' consecutive service;
- (n) Two (2) additional weeks' pay for every year of consecutive service thereafter in excess of fifteen (15) to a maximum of fifty-two (52) weeks pay.

## **ARTICLE 26 - TERMINATION OF EMPLOYMENT BY EMPLOYEE**

### **26.01 Long Service Payment**

- (a) On resignation or retirement after having completed ten (10) years or more continuous service with the Board, employees shall be granted long service pay amounting to twenty-two (22) days pay at his or her regular rate at the time of resignation or retirement prorated at the average hours worked per month, during the past ten (10) years of service.
- (b) Article 26.01 Long Service Payment is applicable only to regular employees in the employ of the Board as of January 28, 1994.

## **26.02 Sick Leave Payout**

- (a) A regular employee with ten (10) years of service with the Board, and having accumulated sick leave to a maximum of sixty (60) days to his credit, shall on termination pursuant to Article 25 or Article 26, receive a salary grant equivalent to such accumulation; or in the event of death of any such employee such accumulated sick leave shall be paid to his or her beneficiary or estate.
- (b) A regular employee with less than ten (10) years service with the Board, having accrued sick leave (maximum sixty (60) days) to his or her credit shall, on termination pursuant to Article 25 or Article 26, receive a salary grant in lieu thereof equal to fifty per cent (50%) of such credit, or in the event of death before severance any accrued sick leave cash bonus shall be paid to his or her beneficiary or estate.
- (c) Article 26.02 Sick Leave Payout is applicable only to regular employees in the employ of the Board as of January 28, 1994.

## **ARTICLE 27 - CHANGES IN CLASSIFICATION**

**27.01** Whenever the Board finalizes, in consultation with the Union, a new job description or creates or changes the duties of a job, the rates of pay shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on the classification and/or rate of pay for the job in question the dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

**27.02** The Maintenance Plan developed by the Parties and dated the 28<sup>th</sup> day of March, 2000, takes precedence over 27.01.

## **ARTICLE 28 - HEALTH AND SAFETY**

### **28.01 Cooperation on Safety**

The parties mutually agree to cooperate in developing rules and practices relating to employee Health and Safety.

### **28.02 Health and Safety Committee**

The committee shall comprise not less than six (6) members chosen by and representing the Union, the Teacher's Union and the Board. The committee shall not comprise less than two (2) representatives of the Union. In no case shall the Board's representatives outnumber those representing the Union and the Teacher's union.

### **28.03 Right to Refuse**

No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

No employee shall be discharged, penalized or subjected to disciplinary action for compliance with the foregoing paragraph or an order made by an officer of the Workers' Compensation Board.

### **28.04 Compliance with Health & Safety Legislation**

The parties to this agreement recognize and shall comply with applicable federal, provincial and municipal Health & Safety Legislation and regulations such as the Industrial Health & Safety Regulations established under the Workers' Compensation Act and regulations established under WHMIS (Workplace Hazardous Material Information System).

### **28.05 Correction of Unsafe Conditions**

Whenever an employee observes what appears to be an unsafe or harmful condition or act the employees shall report it as soon as possible to a supervisor or to the Employer. The person receiving the report shall investigate the reported unsafe conditions or act and shall ensure that any necessary corrective action is taken without delay.

No employee shall be disciplined for bringing to the attention of a supervisor any unsafe practice or condition that may be detrimental or pose a hazard to other employees, students or the public in general.

### **28.06 Violence in the Workplace**

#### **(a) Definition**

Workplace violence is the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that the worker is at risk of injury.

Harassing behaviour or verbal abuse that does not give a worker reasonable cause to believe that a risk of physical injury exists is not covered by the violence regulations. Violence between co-workers is also not covered, but is addressed by WCB Industrial Health & Safety Regulation 8.34.

**(b) Violence Policies and Procedures**

The Employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations and support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be provided to each employee.

The policies and procedures will include but not be limited to:

- 1) provision of adequate information about the previous actual or potential violent behaviour towards employees;
- 2) adequate arrangements to investigate cases where violence and assaults against employees have occurred, and
- 3) provision for a Joint Union/Employer Health and Safety Committee to review the effectiveness of anti-violence policies.

**(c) Violence Prevention**

The Employer agrees that in all cases where employees or the Union identify a risk of violence to staff, the Employer shall establish and maintain measures and procedures to reduce the likelihood of incidents or injury to the lowest possible level.

**(d) Training**

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons.

## **ARTICLE 29 – TECHNOLOGICAL CHANGE**

The Board will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machines or seek other employment. No permanent employee shall be displaced because of technological changes without having received one (1) week's notice, pay included, for each year of service, with a minimum of four (4) weeks, during which time he will be allowed up to five (5) hours a week with pay for the purpose of job interviews.



## **ARTICLE 30 - JOB SECURITY**

### **30.01 Contracting Out**

Work presently done within the bargaining unit shall not be subcontracted or leased outside of the bargaining unit except by mutual agreement, or in cases of emergency, and subject to grievance procedure by either party.

### **30.02 Transportation**

Notwithstanding any other provision of this Agreement; except for forestry, project classes, etc., the Board agrees that the curricular transportation of students will be carried out by employees in the bargaining unit provided a Class Four (4) license or better is required. Teacher Assistants shall only drive within the municipal and rural areas. This clause does not apply to transportation services on the West Coast.

## **ARTICLE 31 - PLANT PROTECTION**

The Union will maintain minimum services during a strike to prevent freeze-up to the heating system or physical damage to the exterior of the buildings due to weather conditions. In the event of sprinkler system failure or activation the Union will repair and restore the sprinkler system to normal operating conditions. The Union and its members do not assume any legal liability and are not sueable for failure to prevent damage to the heating system, sprinkler system, and the exterior structure of the buildings.

## **ARTICLE 32 - GENERAL CONDITIONS**

### **32.01 Indemnification**

The School 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.

The Board shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

### **32.02 Medical Examination**

The Board reserves the right to require employees on staff to produce a certificate of medical fitness. Except where such examinations are required under Article 24.07, the Board will ensure that the employee will not have to bear the cost of the required examination.

### **32.03 Personnel Files**

An employee shall have the right to have access to and review his personnel file.

An appropriate Board official shall be present when an employee reviews their own personnel file. The employee may be accompanied by an individual of the employee's choosing.

Information from the employee's file may not be introduced as evidence in any disciplinary process if the employee was not provided with a copy at the time the information was filed.

An employee may request a copy of any material contained in their own personnel file.

### **32.04 Labourer to Groundsman**

A labourer position will not be used as an entry to a groundsman position.

### **32.05 Bulletin Boards**

The Employer shall ensure space for the Union to post notice of meetings and other such notices as may be of interest to the Union employees.

### **32.06 Maintenance**

- a) Maintenance staff are hired for all-round work in connection with school buildings and grounds repairs and maintenance and are to take their instruction in verbal or written form from the Operations Manager. All maintenance tradesmen and mechanics shall supply and maintain their own hand tools.
- b) Each Maintenance staff has a speciality and wherever possible, will be given work according to his special capabilities, but he must be prepared to act as helper to any other Maintenance staff as the necessities of the job arise thus assuring herself/himself of full employment as part of a team. This will include labouring work when same arises during the course of building and ground maintenance.

- c) Maintenance staff personnel shall marshal at the District Maintenance Shop, or report directly to their place of work in Port Alberni, as required by the Operations Manager.

### **32.07 Transportation**

- a) As a condition of employment, all driver-mechanics in the transportation department will be required to obtain and maintain a basic set of tools, said basic tool list to be posted. Uniforms to be supplied by the Board every two (2) years.
- b) Transportation Department employees are hired initially to drive and to maintain school buses and are to take instruction in verbal or written form from the Operations Manager or other designated person.
- c) The Board provides assurance that the use of bus drivers to perform other duties is not intended to and will not be used to directly cause the loss of jobs for employees in the custodial or maintenance/grounds departments.

## **ARTICLE 33 - GENERAL**

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so required.

## ARTICLE 34 - TERM OF AGREEMENT

This Agreement shall be binding and remain in full force and effect from the first (1<sup>st</sup>) day of July 2003 to the thirtieth (30<sup>th</sup>) day of June 2006; and shall continue from year to year thereafter, unless either party exercises its right to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

### WAGES

- Effective July 1, 2003 – 0%
- Effective July 1, 2004 – 0%
- Effective July 1, 2005 – 0%

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first above written by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

*Signed for the*  
BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT 70 (ALBERNI)

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

*Signed for the*  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 727

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**SCHEDULE "A" – July 1 2002 – July 1, 2005 –  
Sorted By Title**

<b>JOB TITLE</b>	<b>1-Jul-02</b>	<b>1-Apr-03</b>	<b>1-Jul-03</b>	<b>1-Jul 04</b>	<b>1-Jul 05</b>
<b>Percent or Pay Equity</b>		<b>pay equity</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>
Accounts Clerk/Receptionist	\$ 22.30	\$ 22.30	\$ 22.30	\$ 22.30	\$ 22.30
ADSS Career Centre Secretary	\$ 22.46	\$ 22.46	\$ 22.46	\$ 22.46	\$ 22.46
ADSS Clerk Typist	\$ 21.88	\$ 21.88	\$ 21.88	\$ 21.88	\$ 21.88
ADSS Counselling Secretary	\$ 22.46	\$ 22.46	\$ 22.46	\$ 22.46	\$ 22.46
ADSS Receptionist/Secretary	\$ 22.30	\$ 22.30	\$ 22.30	\$ 22.30	\$ 22.30
American Sign Language Facilitator	\$ 23.22	\$ 23.59	\$ 23.59	\$ 23.59	\$ 23.59
Audio Visual Technician	\$ 24.88	\$ 24.88	\$ 24.88	\$ 24.88	\$ 24.88
Behaviour Assistant	\$ 23.21	\$ 23.57	\$ 23.57	\$ 23.57	\$ 23.57
Boat Operator/Utility	\$ 23.52	\$ 23.52	\$ 23.52	\$ 23.52	\$ 23.52
Bus Driver	\$ 23.72	\$ 23.72	\$ 23.72	\$ 23.72	\$ 23.72
Cafeteria Assistant	\$ 22.44	\$ 22.60	\$ 22.60	\$ 22.60	\$ 22.60
Carpenter	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Communications Assistant	\$ 23.22	\$ 23.59	\$ 23.59	\$ 23.59	\$ 23.59
Computer Technician	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Computer Technician II	\$ 25.52	\$ 25.52	\$ 25.52	\$ 25.52	\$ 25.52
Custodian - Regular	\$ 21.32	\$ 21.32	\$ 21.32	\$ 21.32	\$ 21.32
Dispatcher	\$ 22.30	\$ 22.30	\$ 22.30	\$ 22.30	\$ 22.30
Driver - Mechanic	\$ 25.44	\$ 25.44	\$ 25.44	\$ 25.44	\$ 25.44
Education Secretary	\$ 22.47	\$ 22.47	\$ 22.47	\$ 22.47	\$ 22.47
Electrician	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
First Nations Assistant	\$ 21.18	\$ 21.18	\$ 21.18	\$ 21.18	\$ 21.18
French Assistant	\$ 21.18	\$ 21.18	\$ 21.18	\$ 21.18	\$ 21.18
Gardener	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Grounds	\$ 21.85	\$ 21.85	\$ 21.85	\$ 21.85	\$ 21.85
Heating/Ventilation Technician	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Integration Support Assistant	\$ 22.81	\$ 23.09	\$ 23.09	\$ 23.09	\$ 23.09
Labourer	\$ 21.23	\$ 21.23	\$ 21.23	\$ 21.23	\$ 21.23
Library Assistant	\$ 21.88	\$ 21.88	\$ 21.88	\$ 21.88	\$ 21.88
Mechanic	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Mechanic - Driver	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Network Systems Analyst	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Noon Hour Supervisor	\$ 17.51	\$ 18.05	\$ 18.05	\$ 18.05	\$ 18.05
Operations Assistant (new rate)	\$ 22.47	\$ 22.47	\$ 22.47	\$ 22.47	\$ 22.47
Operations Assistant (red-circled rate)					
Painter (note 1)	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Payroll Clerk	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Personal Attendant	\$ 23.21	\$ 23.57	\$ 23.57	\$ 23.57	\$ 23.57
Plumber	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Reading Assistant	\$ 21.18	\$ 21.18	\$ 21.18	\$ 21.18	\$ 21.18

JOB TITLE	1-Jul-02	1-Apr-03	1-Jul-03	1-Jul 04	1-Jul 05
Percent or Pay Equity		pay equity	0.0%	0.0%	0.0%
Resource Centre/Information Sys Sec	\$ 22.37	\$ 22.37	\$ 22.37	\$ 22.37	\$ 22.37
Resource Secretary/Rec, Accts, Tech	\$ 22.46	\$ 22.46	\$ 22.46	\$ 22.46	\$ 22.46
School Admin Systems Operator	\$ 24.29	\$ 24.29	\$ 24.29	\$ 24.29	\$ 24.29
School Secretary Elementary	\$ 24.11	\$ 24.51	\$ 24.51	\$ 24.51	\$ 24.51
School Secretary Jr Sec (SS I)	\$ 24.34	\$ 24.79	\$ 24.79	\$ 24.79	\$ 24.79
School Secretary Jr Sec (SS II)	\$ 24.56	\$ 24.97	\$ 24.97	\$ 24.97	\$ 24.97
School Security Specialist	\$ 21.85	\$ 21.85	\$ 21.85	\$ 21.85	\$ 21.85
School Technology Support	\$ 24.33	\$ 24.33	\$ 24.33	\$ 24.33	\$ 24.33
Science Lab Assistant	\$ 22.76	\$ 23.02	\$ 23.02	\$ 23.02	\$ 23.02
Senior Accounts Clerk	\$ 24.91	\$ 25.10	\$ 25.10	\$ 25.10	\$ 25.10
Special Education Assistant	\$ 22.81	\$ 22.81	\$ 22.81	\$ 22.81	\$ 22.81
Special Needs Bus Driver (note 3)	\$ 22.15	\$ 22.15	\$ 22.15	\$ 22.15	\$ 22.15
Student Helper (note 4)	\$ 9.15	\$ 9.15	\$ 9.15	\$ 9.15	\$ 9.15
Systems Application Support Specialist	\$ 25.87	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00
Tractor Operator	\$ 23.03	\$ 23.03	\$ 23.03	\$ 23.03	\$ 23.03
Utility Custodian	\$ 21.76	\$ 21.76	\$ 21.76	\$ 21.76	\$ 21.76
Utility/Grounds - West Coast	\$ 22.45	\$ 22.45	\$ 22.45	\$ 22.45	\$ 22.45
Welder/Fitter	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Wide Area Network Assistant	\$ 24.83	\$ 24.83	\$ 24.83	\$ 24.83	\$ 24.83
Working Foreman - West Coast	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43	\$ 27.43
Youth Care Worker	\$ 23.82	\$ 24.32	\$ 24.32	\$ 24.32	\$ 24.32

**Note 1** Painters receive plus eight (8) cents per hour while spray painting.

**Note 2** All employees employed on new construction as defined in Article 1.09 the employee's regularly hourly rate plus fifty percent (50%) of the difference between the employee's regular rate and the current Carpenter's rate applicable to the Building Trades in Port Alberni.

**Note 3** includes Teacher Assistants who are required to drive a Special Needs bus as part of their duties.

**Note 4** Provided that there is no loss of work for regular employees: the helper is under the direction of a regular employee; the maximum number of student helpers not to exceed six (6), unless otherwise agreed by the Union; and students may work only between April 1 and September 10.

## **SCHEDULE “B”**

### **JOB CLASSIFICATION AND RECLASSIFICATION**

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#### **1. Teacher Assistants**

The ratio of Teacher Assistants shall be at least two (2) full-time Teacher Assistants for each three (3) half-time Teacher Assistants. The Employer agrees that to obtain the two (2) to three (3) ratio the present full-time compliment of Teacher Assistants shall not be affected except through natural attrition (e.g. change in student status, reduction in funding). The Employer further agrees to make every reasonable effort to combine part-time Teacher Assistant positions.

#### **2. Job Descriptions**

The Board agrees to consult with the Union on any amendment to job descriptions.

## **SCHEDULE “C”**

### **TRADES APPRENTICESHIP**

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The parties agree to commence an Apprenticeship Training programme for Trades as and when decided by the Board of School Trustees.

#### **1. Training Syllabus**

The apprentice will be registered with the Apprenticeship Training Programmes Branch, Ministry of Labour and will follow the required course outlined for Apprenticeship.

#### **2. Collective Agreement**

All provisions of the Collective Agreement shall be applicable to apprentices in this programme, subject to any restrictions under this Memorandum of Agreement.

#### **3. Right to Continue**

Once started in this programme, subject to the provisions of the Collective Agreement, the apprentice shall have the right to continue providing the apprentice passes all the prescribed tests and work is available.

#### **4. Joint Union-Management Apprenticeship Committee**

This Committee will be comprised of an equal number of Union and Management representatives not to exceed, in total, three (3) from each group.

The purpose of the Committee will be to develop and supervise the procedures required to carry out the intent of the Programme as agreed to. The Committee will carry out the following duties:

- (a) Review in-plant training programmes and training syllabus as developed by the Apprenticeship Branch of the Ministry of Labour. Immediate supervision of the established programme will be the responsibility of the Maintenance Manager.
- (b) Recommend standards for entry into the Apprenticeship Programme that are not inconsistent with the standards recommended by the Apprenticeship Branch.
- (c) Carry out periodic reviews of the training programme at intervals of six (6) months.
- (d) Joint Committee to review any case of lost time from the Programme because of sickness, accident, etc. and to recommend to the Board the amount of time necessary before an employee meets his requirements of time served.



- (e) Selection for entry into the programme will be made by the Employer provided that the standards for acceptance established by the Joint Union-Management Apprenticeship Committee and Apprenticeship Branch are applied. Selection for entry into the Programme will not discriminate between present employees and non-employees. Vacancies will be posted, as well as advertised outside the bargaining unit.
- (f) The successful applicant will be on probation for up to three (3) months, at which time the Joint Committee will carry out its first review of the apprentice's progress and, subject to any prior recommendation of the Maintenance Manager, make a recommendation to the Board of School Trustees as to whether the apprentice should be confirmed as a regular employee with seniority from the date of hiring.

## **5. Scheduling of Training for Apprentices**

- (a) The term of training for an apprentice shall be four (4) years.
- (b) During each year of apprenticeship, the apprentice shall work at the trade and attend Vocational School as required by the regulations pursuant to the Apprenticeship Act.
- (c) Upon the successful completion of the person's term of apprenticeship and receipt of Certificate of Trade Qualification, the apprentice shall be designated as a certified Journeyman at the regular rate for Trades in Schedule "A" of the Collective Agreement.
- (d) Apprentices who have completed their probationary period who are removed from the programme following a recommendation from the Joint Committee will be offered a Bargaining Unit entry job in keeping with their seniority and subject to further probationary requirements of position and applicable salary.

## **6. Cost of Books**

The Employer will pay one hundred percent (100%) of the cost of textbooks specified by the Apprenticeship Branch. The apprentice will keep these books as personal property.

## **7. Allowances and Wage Make-up**

While attending an approved Vocational School, the apprentice will receive from the Government allowance and school expenses in accordance with the Government's schedule of grants pertaining to Apprenticeship Training. In addition, the employee shall receive from the Employer an allowance comprised of the difference between the apprentices regular time rate, based on a 39.5 hour week or hours negotiated in the prevailing contract, and the weekly living allowance granted by the appropriate Government authorities.

## **8. Previous Training**

Apprentices hired with previous training may be placed into the Training Programme at the level determined by Joint Apprenticeship Committee with advice from the Apprenticeship Branch.

## **9. Rate of Pay**

An apprentice will receive the rate of pay indicated in Schedule “A” subject to the successful completion of each year’s vocational training as outlined in the training syllabus.

## **10. Schedule “A” Hours and Rates per the Collective Agreement**

1<sup>st</sup> Year Apprentice – Labourer Rate

2<sup>nd</sup> Year Apprentice – Eighty percent (80%) of Trades Rate

3<sup>rd</sup> Year Apprentice – Eighty-two and one half percent (82.5%) of Trades Rate

4<sup>th</sup> Year Apprentice – Eighty-five percent (85%) of Trades Rate

## **11. Employment with School District No. 70 (Alberni) upon completion of Apprenticeship**

- (a) Where an employee has completed the apprenticeship to the satisfaction of the Joint Union-Management Apprenticeship Committee, and has received his trades qualification (TQ) from the Ministry of Labour, there is no obligation on behalf of the board to continue to employ the tradesperson. Should the Board not have a vacancy for the newly qualified employee, the employee may use his seniority to bid for other positions which are vacant for which the employee is qualified.
- (b) It is further understood however, that the Board intends, whenever practical, to employ the employee as a trades person upon completion of the apprenticeship period. With appropriate manpower planning considering retirements, resignations and/or workforce expansion, it is understood that the Board will make reasonable efforts to employ the employee as a trades person upon completion of the apprenticeship period. When this is not possible, the Board will advise the employee and the Union as soon as possible.
- (c) An employee, who after attaining his/her trades qualification and being laid off pursuant to Article 16, shall not have the right to bump employees of the same trade who have less seniority. It is acknowledged that the employee has the right to exercise the provisions of Article 16.04 for any other position for which he/she is qualified.

## **TRADES SECONDARY SCHOOL APPRENTICES**

The parties agree to commence an Apprenticeship Training program for Trades effective September 1, 1995.

### **1. Training Syllabus**

The apprentice will be registered to the Community Apprenticeship Committee through the Apprenticeship Training Programmes Branch, Ministry of Skills, Training and Labour and will follow the required course outlined for Secondary School Apprenticeships.

### **2. Collective Agreement**

All provisions of the Collective Agreement shall be applicable to apprentices in this programme, subject to any restrictions under this Memorandum of Agreement.

### **3. Right to Continue**

Once started in this programme, subject to the provisions of the Collective Agreement, the apprentice shall have the right to continue providing the apprentice passes all the prescribed tests and work is available. The apprenticeship program offered through School District 70 ends upon the individuals completion of Grade Twelve (12).

### **4. Joint Union-Management Apprenticeship Committee**

This Committee will be comprised of an equal number of Union and Management representatives not to exceed, in total, three (3) from each group.

The purpose of the Committee will be to develop and supervise the procedures required to carry out the intent of the Programme as agreed to. The Committee will carry out the following duties:

- (a) Review in-plant training programmes and training syllabus as developed by the Apprenticeship Branch of the Ministry of Skills, Training and Labour. Immediate supervision of the established programme will be the responsibility of the Maintenance Manager.
- (b) Recommend standards for entry into the Apprenticeship Programme that are not inconsistent with the standards recommended by the Apprenticeship Branch.
- (c) Carry out periodic reviews of the training programme at intervals as required.
- (d) Joint Committee to review any case of lost time from the Programme because of sickness, accident, etc. and to recommend to the Board the amount of time necessary before an employee meets his requirements of time served.
- (e) Selection for entry into the programme will be made by the employer provided that the standards for acceptance established by the Joint Union-Management Apprenticeship Committee and Apprenticeship Branch are applied.

- (f) The successful applicant will be on probation for up to three (3) months, at which time the Joint Committee will carry out its first review of the apprentice's progress.

**5. Scheduling of Training for Apprentices**

- (a) The term of training for an apprentice shall be up to and including Grade Eleven (11) and Twelve (12).
- (b) During the students apprenticeship, the apprentice shall work at the trade and attend Vocational training as required by the regulations pursuant to the Apprenticeship Act.

**6. Cost of Books**

The employee or Ministry of Skills Training and Labour will pay the cost of textbooks specified by the Apprenticeship Branch.

**7. Wages**

During the apprentices time with the School District and while working on the job the apprentice shall be paid at minimum wage.

**8. Job Security**

It is intended that student apprentices use employment with School District No. 70 as a training sponsor only. Full time employment either now or in the future is not the aim of the program.

**9. Seniority**

While in the employ of the School District the apprentice shall not gain seniority and other rights offered to regular employees.

**10. General**

It is not intended that student apprentices be used to take employment normally done by members of the regular bargaining unit. Rather it is intended that they compliment those now doing the work while enhancing their own education and trades experience.

## LETTER OF UNDERSTANDING

Between

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 70 (ALBERNI)  
(hereinafter called the "Board")

Party of the First Part

and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 727**  
(hereinafter called the "Union")

Party of the Second Part

### SPARE BUS DRIVER POOL

1. Four (4) positions as Custodian/Spare Driver will be posted to the Union. Candidates must be qualified as both Custodian and Bus Driver.
2. One (1) position as Spare Bus Driver will be posted to the Union. Candidates must be qualified as a Bus Driver in addition to their existing position.
3. The five (5) positions will constitute the Spare Bus Driver pool and be paid forty cents (40¢) per hour in addition to their regular pay classification and the Bus Driver rate when driving a bus.
4. The first four (4) positions will first be called to perform Bus Driver duties; the fifth (5<sup>th</sup>) position will be called only after the first four (4) have been called and subject to the availability of the person.
5. This letter of Understanding resolves the grievance numbered 94-01 relating to Custodians and Spare Bus Driver.

Signed October 4, 1994 and renewed this 26 day of November, 2002.

Agreed on behalf of  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 70 (ALBERNI)

"B. Denning", Chairman

"R. F. Kanngiesser", Secretary-Treasurer

Agreed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

"S. Royendyk", President

"B. Witte", Secretary  
M. Stets  
H. Laviolette

## LETTER OF UNDERSTANDING

Between

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 70 (ALBERNI)  
(hereinafter called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 727  
(hereinafter called the "Union")

Party of the Second Part

### STUDENTS WORKING DURING SCHOOL YEAR

Notwithstanding any provision of the Collective Agreement the parties agree that a maximum of four (4) students at ADSS and a maximum of two (2) students at USS may work a maximum of five (5) hours per week to assist the science program; such students shall not be included in the bargaining unit.

The CUPE Local 727 Science Lab Teacher Assistant will be given a minimum of four (4) hours per day for five (5) days per week, Monday to Friday.

The parties agree that a maximum of two (2) students at ADSS library shall not exceed a combined total of fifteen (15) hours per week and will not result in loss of hours for the incumbent Library Assistant.

Dated this 26 day of November, 2002.

Agreed on behalf of  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 70 (ALBERNI)

Agreed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

"B. Denning", Chairman

"S. Royendyk", President

"R. F. Kanngiesser", Secretary-Treasurer

"B. Witte", Secretary  
M. Stets  
H. Laviolette  
R. Douglas Havard

## **LETTER OF UNDERSTANDING**

Between

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 70 (ALBERNI)  
(hereinafter called the "Board")

Party of the First Part

and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 727**  
(hereinafter called the "Union")

Party of the Second Part

### **SPECIAL CIRCUMSTANCES COMMITTEE**

The parties agree that a "Special Circumstances Committee", (SSC), shall be established by the parties comprised of the following:

- Three (3) CUPE members appointed by the Union with an alternate
- One (1) Trustee appointed by the Board with an alternate
- One (1) Superintendent of Schools or designate
- One (1) Administrative Officer (appointed on a case by case basis)

It is understood alternates/designates only attend in the absence of the regular committee members. In the event of a conflict or perceived conflict the alternate/designate would attend in place of the member where such conflict might be seen.

#### Terms of Reference of the Committee

1. The six (6) member committee shall operate by consensus and select its Chair on that basis.
2. Meetings of the committee shall be convened within five (5) working days upon the request of either the Employer or the Union where there are special circumstances regarding special needs students and staff assigned to them.
3. The Committee shall receive and consider input from all relevant sources including but not limited to the following:
  - Outside professionals working with the student and/or family.
  - The student and/or family.
  - The CUPE member(s) concerned.
  - The teacher(s) concerned.

- The administrative officer(s) concerned.
  - The Superintendent or designate.
  - The Board of School Trustees.
  - The Union.
  - The Ministry of Education and/or Health.
4. This committee shall confine its deliberations to the special circumstances that give rise to its meetings, and solutions that respect the needs of the student and the rights of the employee(s) concerned or affected.
  5. All decisions of this committee shall be in writing, without prejudice or precedent, and limited in duration to not more than one (1) school year. It is understood and agreed that either the Employer or the Union may request a decision be reconsidered for good and sufficient cause.

It is finally agreed that this letter shall be attached to, and form part of, the Collective Agreement following its ratification by both parties, and subject to written notice by either party at least thirty (30) days in advance can be cancelled by either the Employer or the Union following the expiry of the Collective Agreement, or by mutual agreement of the Employer and the Union at any time.

Dated this 29<sup>th</sup> day of April, 1996, and agreed to renew to December 31, 1999, and renewed this 26 day of November, 2002.

Agreed on behalf of  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 70 (ALBERNI)

Agreed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

“B. Denning”, Chairman

“S. Royendyk”, President

“R. F. Kanngiesser”, Secretary-Treasurer

“B. Witte”, Secretary

M. Stets

H. Laviolette

R. Douglas Havard



## **LETTER OF UNDERSTANDING**

Between

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 70 (ALBERNI)  
(hereinafter called the "Board")

Party of the First Part

and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 727**  
(hereinafter called the "Union")

Party of the Second Part

### **SUPPORT STAFF (TEACHER ASSISTANTS) PRACTICUMS**

The parties agree to participate in the placement of Support Staff Practicum Students within the District. The following shall apply to such placements:

1. Each individual student will be placed by the mutual consent of the Principal, or designate, the Teacher(s), and the Teacher Assistant(s), and the Union.
2. The placement of a practicum student shall not result in the lay-off, replacement, or displacement of regular, regular part-time, casual or temporary employees or employees on lay-off.
3. Practicums will be jointly organized by the Principal, Teacher, and Teacher Assistant and reflect the requirements established by the referring institution.
4. Where a practicum student's placement has no time restrictions for completion the parties involved at the school level will meet at the end of each six (6) week period to assess and plan for the next practicum period.
5. Participating employees shall be indemnified and saved harmless.
6. Practicum students will be required to produce a complete Criminal Record Check which ensures that he/she has a background appropriate for working with students.
7. The Parties agree to appraise all practicum students of any health and safety issue with regards to both students and the Collective Agreement.
8. The Canadian Union of Public Employees, Local 727 executive will be given notification of all placements of practicum students through the "Confirmation of Student Practicum Form".
9. Any violation of the intent of this Letter of Understanding, or the Collective Agreement, is subject to the grievance procedure pursuant to Article 11.

Dated this 24<sup>th</sup> day of March 1997, and renewed this 26\_\_\_\_ day of \_\_\_\_\_ November\_\_\_\_, 2002.

Agreed on behalf of  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 70 (ALBERNI)

Agreed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

“B. Denning”, Chairman

“S. Royendyk”, President

“R. F. Kanngiesser”, Secretary-Treasurer

“B. Witte”, Secretary

M. Stets

H. Laviolette

R. Douglas Havard

## LETTER OF UNDERSTANDING

Between

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 70 (ALBERNI)  
(hereinafter called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 727  
(hereinafter called the "Union")

Party of the Second Part

### DESIGNATION OF POSITIONS FOR FIRST AID CERTIFICATE

The parties agree to the following process when designating positions at ADSS, and any other schools where Level II certification is required by WCB.

1. Volunteers will be sought from full time day support (CUPE) staff at the school to take the necessary training at the Board's expense with wages, expenses and travel time where applicable to become a designated first aid person at the school.
2. A CUPE full time day support staff will be designated the primary First Aid person in the school and a teacher or administrative officer who volunteers will be designated as the secondary First Aid person in the school.
3. When a CUPE employee posts or bumps into a position where the incumbent is the First Aid person and no other full time day support (CUPE) staff at the school volunteers pursuant to (1), that employee will be required to take the necessary training at the Board's expense with wages, expenses and travel time where applicable to become a designated First Aid person at the school.

Dated this 8<sup>th</sup> day of December, 1997 and Renewed this 4 day of March, 2005.

Agreed on behalf of  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 70 (ALBERNI)

Agreed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

\_\_\_\_\_  
B. Denning, Trustee

\_\_\_\_\_  
H. Rogers, President

\_\_\_\_\_  
R. Erickson, Assistant Superintendent

\_\_\_\_\_  
L. Gibson, Vice-President

## LETTER OF UNDERSTANDING

Between

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT 70 (ALBERNI)  
(hereinafter called the "Board")  
Party of the First Part

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 727  
(hereinafter called the "Union")  
Party of the Second Part

### TEMPORARY POSTINGS

The parties agree that all temporary postings will include an expected end date.

In order to accommodate the expected end date, the parties further agree that any employee who is on leave of absence, who desires to return earlier than the expected end date on the temporary posting, must give the Board two (2) weeks notice of desire to return early. The employee filling the temporary posting will then be given notice that the temporary position will terminate on the date of return of the employee who is on leave of absence. The person terminated will then exercise their rights pursuant to the collective agreement.

Dated this -26 day of November 2002.

**AGREED ON BEHALF OF**  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT 70 (ALBERNI)

**AGREED ON BEHALF OF**  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

"B. Denning", Chairperson

"S. Royendyk", Secretary

"R. F. Kanngiesser", Secretary-Treasurer

"B. Witte", Secretary

B. Witte  
M. Stets  
H. Laviolette  
R. Douglas Havard

## LETTER OF UNDERSTANDING

Between

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 70 (ALBERNI)  
(hereinafter called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 727  
(hereinafter called the "Union")

Party of the Second Part

### PAY EQUITY

1. The parties agree that current and future pay equity adjustments will be continued as long as government funding is provided for these pay equity adjustments.
2. The intent of this agreement is to ensure that identified inequities in pay between male and female predominant jobs are addressed subject to continued government funding for pay equity purposes, and to ensure that pay inequities, once identified are not increased, and pay equity once achieved is not eroded.
3. The benchmark positions established for the comparative model, which is based on School District 46 (Sunshine Coast), are contained in the Maintenance Plan.
4. The parties agree that the following positions are the female dominated positions that require Pay Equity adjustments, and that their points and current rates are as shown.

Job Number	Title	Gender	Total Point	Actual Salary Sept 1/98
51	Noon Hour Supervisor	F	179	13.86
34	ADSS Counselling Secretary	F	246	20.48
35	ADSS Career Centre Secretary	F	246	20.48
31	Education Secretary	F	246	20.87
56	Resource Secretary	F	246	20.48
57	School Technology Support	F	260	20.48
59	Cafeteria Assistant	F	274	19.95
48	Science Lab Assistant	F	302	19.82
36	School Admin. Systems Op.	F	306	22.22
44	Integration Support Assistant	F	306	19.82
49	Special Education Assistant	F	306	19.82
40	Behaviour Assistant	F	334	19.82
46	Personal Attendant	F	334	19.82
41	Communications Assistant	F	336	19.82
28	Senior Accounts Clerk	F	359	22.11
58	School Secretary, Elementary	F	370	20.48

<b>Job Number</b>	<b>Title</b>	<b>Gender</b>	<b>Total Point</b>	<b>Actual Salary Sept 1/98</b>
50	Youth Care Worker	F	379	19.82
55	System Application Support Sp.	F	380	23.22
39	School Secretary, Junior Secondary	F	388	20.87
39	Payroll Clerk	F	394	22.11

5. The parties agree that the targeted wage rate adjustments for the jobs identified in number 4 are as follows:

<b>Job Number</b>	<b>Title</b>	<b>Adjusted Salary</b>	<b>Targeted Wage Rate Adjustment</b>
51	Noon Hour Supervisor	19.10	5.24
34	ADSS Counselling Secretary	21.02	.54
35	ADSS Career Centre Secretary	21.02	.54
31	Education Secretary	21.02	.15
56	Resource Secretary	21.02	.54
57	School Technology Support	21.42	.94
59	Cafeteria Assistant	21.82	1.87
48	Science Lab Assistant	22.62	2.80
36	School Admin. Systems Op.	22.74	.52
44	Integration Support Assistant	22.74	2.92
49	Special Education Assistant	22.74	2.92
40	Behaviour Assistant	23.54	3.72
46	Personal Attendant	23.54	3.72
41	Communications Assistant	23.60	3.78
28	Senior Accounts Clerk	24.25	2.14
58	School Secretary, Elementary	24.57	4.09
50	Youth Care Worker	24.83	5.01
55	System Application Support Sp.	24.86	1.64
39	School Secretary, Junior Secondary	25.08	4.60
39	Payroll Clerk	25.26	3.15

6. The parties agree that retroactive to April 1, 1998, the year two (2), one percent (1%) pay equity funding will be distributed as follows:

<b>Job Number</b>	<b>Title</b>	<b>Pay Equity Distribution</b>
51	Noon Hour Supervisor	0.25
34	ADSS Counselling Secretary	0.37
35	ADSS Career Centre Secretary	0.37
31	Education Secretary	0.15
56	Resource Secretary	0.37
57	School Technology Support	0.37
59	Cafeteria Assistant	0.36
48	Science Lab Assistant	0.35
36	School Admin. Systems Op.	0.40
44	Integration Support Assistant	0.35
49	Special Education Assistant	0.35

<b>Job Number</b>	<b>Title</b>	<b>Pay Equity Distribution</b>
40	Behaviour Assistant	0.35
46	Personal Attendant	0.35
41	Communications Assistant	0.35
28	Senior Accounts Clerk	0.37
58	School Secretary, Elementary	0.40
50	Youth Care Worker	0.35
55	System Application Support Sp.	0.42
39	School Secretary, Junior Secondary	0.37
39	Payroll Clerk	0.40

7. The parties agree to distribute all available monies on the same proportional basis as the one percent (1%) pay equity lift described in No. 5 above, until the targeted wage is achieved.
8. The parties agree to the attached Maintenance Plan.

Signed this 28<sup>th</sup> day of March, 2000 and renewed this 26 day of November, 2002.

Agreed on behalf of  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 70 (ALBERNI)

"B. Denning", Chairman

"R. F. Kanngiesser", Secretary-Treasurer

Agreed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

"S. Royendyk", President

"B. Witte", Secretary  
M. Stets, H. Laviolette,  
R. Douglas Havard

## LETTER OF UNDERSTANDING

Between

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 70 (ALBERNI)

(hereinafter called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 727

(hereinafter called the "Union")

Party of the Second Part

## MAINTENANCE PLAN

1. This Maintenance Plan was developed pursuant to Item #7 of the Job Evaluation Letter of Understanding between School District No. 70 (Alberni) and CUPE Local 727 signed on December 8, 1996, and dated July 8, 1997, and in conjunction with the PSEC Pay Equity Policy and Guidelines.
2. The Parties have used the gender neutral job evaluation project utilized in School District No. 46 (Sunshine Coast) and the results of selected ratings for those jobs where it was determined that there was a good match with a School District No. 70 job.
3. The "benchmark" jobs referred to in #2 above, the School District 46 (Sunshine Coast) and School District No. 70 matched points are as follows:

<u>SD No. 46 Job Title</u>	<u>Points</u>	<u>SD No. 70 Job Title</u>	<u>Points</u>
Finance Assistant	359	Senior Accounts Clerk	359
Carpenter	346	Carpenter	366
Special Education TA 2	334	Personal Assistant	334
Labourer	169	Behaviour Asst.	334
Utility Person	259	Labourer	169
Laboratory Assistant	302	Grounds	259
Classroom Assistant	163	Science Lab Assistant	302
Special Education TA1 TA 1	306	Reading Assistant	163
		Special Ed Assistant	306
		Integration Support Assistant	306
Electrician	409	Electrician	409
Gardener	313	Gardener	313
Painter	310	Painter	310
Mechanic/Welder	378	Welder/Fitter	378
Systems Technician	380	Computer Technician	380
		Systems & Application & Support Spec.	380



Custodian 2	261	Custodian - Regular	261
Library Assistant	193	Library Assistant	193
Maintenance Admin. Assistant	193	Career Centre Secretary	246
		Operations Assistant	246
		Counselling Secretary	246
		Resource Centre Secretary	246
		Education Secretary	246
Secretary Admin. Assistant 2	409	School Secretary Jr. Sec.	388

#### **4. Joint Evaluation Committee (JEC)**

- (a) There shall be a Joint Evaluation Committee (JEC) comprised of two (2) representatives of the Union and two (2) representatives of the Board. Each party may have one (1) alternate.

- (b) Documents for the Joint Evaluation Committee

The JEC shall be supplied with all job documentation including job descriptions and previous evaluation results.

- (c) Attendance at Meetings

Release time shall be granted in accordance with the Collective Agreement.

- (d) Evaluation Advisors

The Parties' representatives on the JEC may engage third party advisors. If engaged, they shall function as advisors only.

#### **5. Wage Protection**

- (a) Male dominated jobs shall be paid at the rates shown in the Collective Agreement. Negotiated wage increases will apply to those positions.
- (b) All female positions above the regression line and currently paid at a rate above their evaluated rate will not be affected by the pay equity process. Negotiated increases will apply to these positions.

#### **6. Procedures for Changed Jobs**

Whenever the Employer changes the duties, responsibilities or qualifications of a job, or the employee(s) / Union / supervisor believes that the duties, responsibilities or qualifications of a job have significantly changed, or the job description does not reflect the duties, responsibilities or qualifications of the job, the JEC shall be requested to review the job. The request, which must be in writing, will include a copy of the current job description and the changes the employee(s) / Union / supervisor believe are necessary. After receipt of a request, the JEC shall review all information received and, where further information is

required by the JEC, the JEC shall interview the employee(s) and supervisor. Representatives of the JEC may visit the worksite. The JEC shall then evaluate the job as follows:

- (a) The job shall be compared with the closest related job from the list of benchmark jobs in #3, above.
- (b) Using the factors, attached as Appendix 'A', the job shall be evaluated as comparable to, greater than or lesser than the benchmark job in each factor.
- (c) For each factor in which the job is comparable to the benchmark job, it will be assigned the same point value for that factor as the benchmark job.
- (d) If the job is evaluated as greater or lesser than the benchmark job, points shall be added to, or deducted from, based on the variance from the benchmark job.
- (e) The total points assigned to the changed job shall be the total for the benchmark job, adjusted by the variances identified in (d).
- (f) For reclassifications of female dominated jobs where the change in points as determined by the JEC evaluation is less than eleven (11) points, the rate of pay will not change at this time, however, the points are cumulative. Therefore, if a subsequent reclassification of the same job occurs and the total points from the previous evaluation and the next exceed ten (10) points, the rate of pay shall be adjusted. The implementation of that rate will be negotiated by the Parties.
- (g) For reclassifications of male dominated jobs, the rate of pay will be determined by the JEC evaluation. The rate of pay must be consistent with the principles of pay equity as outlined in the 1995 Pay Equity Policy, Principals and Guidelines document of PSEC.
- (h) If this reclassification process results in a higher wage rate than current, the higher wage rate will be paid retroactive to the date the written request for review was received. If the evaluation results in a lower wage rate, the incumbent will be red-circled at the current wage rate until the wage rate determined by this process matches the current wage rate.

## **7. Evaluation Procedures for New Jobs**

- (a) Whenever the Employer establishes a new job, the Employer shall assign a temporary evaluation for the job using the process in #6 (a) – (h). The evaluation shall determine the interim wage rate for the job. The Employer will advise the Union in writing of the details of this interim rate determination.

- (b) Six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall review the job description and advise of any changes they believe necessary to the description, which shall be referred to the JEC. If the JEC requires further information, which may involve a job analysis questionnaire, the JEC shall interview the employee(s) and supervisor and/or representatives of the JEC and may visit the worksite.
- (c) The JEC evaluation for the job shall determine the wage rate. If the evaluation results in a higher wage rate being assigned to the job, the higher wage rate will be paid retroactive to the date the incumbent(s) started in the job. If the evaluation results in a lower wage rate, the lower wage rate shall be paid from the start of the pay period following notification to the incumbent(s), the supervisor and the Union.

## **8. Evaluation Procedures for Routine Reviews**

- (a) It is important to maintain accurate job descriptions and evaluations on an on-going basis. It is the intention of the Parties to review, adjust as necessary, and re-evaluate one-quarter ( $\frac{1}{4}$ ) of all jobs by March 31<sup>st</sup> of each year. The starting point for this review will be April 1, 2000.
- (b) No job will be reviewed more than once in a twelve (12) month period unless there is a significant change in the duties, responsibilities or qualifications.
- (c) To complete the routine reviews, the JEC shall send current job description to incumbent(s) and supervisors for review and feedback. The JEC shall review all information received and, where further information is required by the JEC, which may involve a job analysis questionnaire, representatives of the JEC shall interview the employee(s) and supervisor and may visit the worksite.
- (d) Where significant change has occurred in the job, the JEC will re-evaluate the job using the process in #6 (a) – (h).
- (e) If the re-evaluation results in a higher wage rate than current, the higher wage rate will be paid retroactive to the date of receipt of the written response to the JEC's request to review the job description. If the rating results in a lower wage rate, the incumbent will be red-circled at the current wage rate until the wage rate determined by this process matches the current wage rate.

## **9. Dispute Resolution**

- (a) In the event that the JEC is unable to reach agreement on any matter related to the interpretation, application or administration of the Evaluation Plan, the JEC shall request, within ten (10) working days, that each party designate an advisor to meet with the JEC. The two (2) advisors shall meet with the JEC to assist in reaching a decision.

- (b) If, after meeting with the two (2) advisors, the JEC remains unable to agree upon the matter in dispute, the JEC shall advise, in writing, within ten (10) working days, the Union and the Board of this fact.
- (c) The dispute shall then be submitted to a mutually agreeable arbitrator. If the Parties are unable to agree on an arbitrator within fifteen (15) working days, either Party may apply to the Minister of Labour to appoint an arbitrator.
- (d) The arbitrator shall decide the matter upon which the JEC has been unable to agree and the arbitrator's decision shall be final and binding on the JEC, the Board, the Union and all affected employees. The arbitrator shall be bound by this Agreement and shall not have the power to modify or amend any of its provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the JEC.
- (e) The Board and the Union shall be the Parties to the arbitration hearing. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the Parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- (f) The arbitrator's fees and expenses shall be borne equally between the Parties.
- (g) The time limits contained in this Article may be extended by mutual agreement of the Parties.

Signed this 26 day of November, 2002.

Agreed on behalf of  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 70 (ALBERNI)

Agreed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

"B. Denning", Chairman

"S. Royendyk", President

"R. F. Kanngiesser", Secretary-Treasurer

"B. Witte", Secretary  
M. Stets, H. Laviolette,  
R. Douglas Havard

## LETTER OF UNDERSTANDING

Between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 70 (ALBERNI)**  
(hereinafter called the "Board")

Party of the First Part

and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 727**  
(hereinafter called the "Union")

Party of the Second Part

### **NOON HOUR SUPERVISORS**

This agreement will last as long as this Collective Agreement is in effect.

Signed this Fourth (4<sup>th</sup>) day of March, 2005

The Parties agree that in the case of filling Noon Hour Supervisor positions, the employer will not have to call members who are on the Recall List or the Secondary Seniority List for Noon Hour Supervisor positions. This agreement will set no precedent with regard to the use of the Recall List and the Secondary Seniority List and is without prejudice.

Agreed on behalf of  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 70 (ALBERNI)

Agreed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

"B. Denning", Trustee Delegate

"H. Rogers", President

"R. Erickson", Assistant Superintendent

"L. Gibson", Vice-President

## LETTER OF UNDERSTANDING

Between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 70 (ALBERNI)**  
(hereinafter called the "Board")

Party of the First Part

and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 727**  
(hereinafter called the "Union")

Party of the Second Part

### ARTICLE 4.02 HARASSMENT

The Parties agree that they will meet to consider revisions to Article 4.02 Harassment.

Signed this Fourth day of March, 2005

Agreed on behalf of  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 70 (ALBERNI)

Agreed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

"B. Denning", Trustee Delegate

"H. Rogers", President

"R. Erickson", Assistant Superintendent

"L. Gibson", Vice-President

## LETTER OF UNDERSTANDING

Between

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 70 (ALBERNI)**  
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and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 727**  
(hereinafter called the "Union")

Party of the Second Part

### 5.5 HOUR BUS DRIVER POSITIONS

This agreement will last as long as this Collective Agreement is in effect.

Each year in June, the Parties agree that they will meet to calculate the average of the actual hours worked by bus drivers who in the 2004/05 school year are designated as five and one half (5.5) hour positions. This average, adjusted down by no more than 30 minutes, shall be the hours of work for these positions starting in September of the next school year. In no case shall the hours of work for these positions be less than five and one half (5.5) hours per day. The provisions of Article 15.02 (e) 1 shall apply to these positions.

Signed this Fourth (4<sup>th</sup>) day of March, 2005

Agreed on behalf of  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT No. 70 (ALBERNI)

Agreed on behalf of  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 727

"B. Denning", Trustee Delegate

"Harvey Rogers", President

"R. Erickson, Assistant Superintendent

"Lee Gibson", Vice-President