

COLLECTIVE AGREEMENT

between



Greater
VICTORIA
School District

**BOARD OF EDUCATION
of
SCHOOL DISTRICT NO. 61
(GREATER VICTORIA)**

-and-



**CANADIAN UNION
of
PUBLIC EMPLOYEES
LOCAL NO. 947**

July 1, 2019 – June 30, 2022

Table of Contents

ARTICLE 1:	DEFINITIONS	2
1.01	Party	2
1.02	Employee	2
1.03	Bargaining Unit/Work of the Bargaining Unit	2
1.04	Regular Employee.....	2
1.05	Spareboard Employee:.....	2
1.06	Probationary Employee	3
1.07	Benefits for Regular Employees Working Less than Full-Time	3
1.08	Spareboard Employee Terms and Conditions	3
1.09	Plural or Masculine Terms.....	4
1.10	Student Supervisors.....	4
ARTICLE 2:	UNION RECOGNITION.....	4
2.01	.....	4
ARTICLE 3:	MANAGEMENT RIGHTS.....	4
3.01	.....	4
ARTICLE 4:	UNION SECURITY.....	4
4.01	.....	4
4.02	.....	5
4.03	.....	5
ARTICLE 5:	NEW EMPLOYEES.....	5
5.01	.....	5
5.02	.....	5
ARTICLE 6:	CHECK-OFF	5
6.01	.....	5
6.02	.....	5
6.03	.....	5
6.04	.....	5
ARTICLE 7:	CORRESPONDENCE.....	6
7.01	.....	6
7.02	.....	6
ARTICLE 8:	NO DISCRIMINATION	6
8.01	.....	6
ARTICLE 9:	SCHOOL BOARD MINUTES	6
9.01	.....	6
ARTICLE 10:	LABOUR/MANAGEMENT RELATIONS.....	6
10.01	.....	6
10.02	.....	7
10.03	.....	7

ARTICLE 11:	GRIEVANCE PROCEDURES	7
11.01	Definition	7
11.02	Procedure	7
11.03	Extension of Time Limits	8
11.04	Policy Grievances	8
ARTICLE 12:	ARBITRATION PROCEDURES.....	8
12.01	Appointment of an Arbitration Board.....	8
12.02	Powers and Responsibilities of the Arbitration Board	8
12.03	Cost of Arbitration	9
ARTICLE 13:	DISCHARGE, SUSPENSION AND DISCIPLINE	9
13.01	Notification to Union	9
13.02	Warnings.....	9
13.03	Discipline.....	9
13.04	Personnel Files	10
13.05	Written Adverse Reports	10
ARTICLE 14:	LABOUR DISPUTES	10
14.01	.....	10
ARTICLE 15:	SENIORITY.....	11
15.01	Definition	11
15.02	Probationary Period.....	11
15.03	Natural Breaks For Less Than Twelve (12) Month Terms	11
15.04	Spareboard Seniority.....	11
15.05	Student Supervisors	12
15.06	Loss of Seniority.....	12
15.07	Seniority Lists.....	13
15.08	Transfers Out of the Bargaining Unit	13
ARTICLE 16:	STAFF CHANGES.....	13
16.01	Definition	13
16.02	Posting of Vacancies.....	14
16.04	Appraisal Period.....	15
16.05	Union Notification	16
16.06	Regular Employees Accepting Temporary Appointments & Vacancies	16
ARTICLE 17:	DEPLOYMENT, BUMPING, LAYOFFS, AND RECALL	17
17.01	Definition	17
17.02	Layoff Order	17
17.03	Bumping Rights.....	17
17.04	Notice of Layoff	18
17.05	Appraisal Period.....	18
17.06	Severance Pay.....	18
17.07	Recall List	19
17.08	Status While on Recall List.....	19
17.09	Recall Rights.....	19
17.10	Recall Procedures.....	20
17.11	Temporary Layoffs	20
17.12	Grievance Procedure	20
17.13	The Staffing Process.....	20

ARTICLE 18:	HOURS OF WORK	23
18.01	Workday	23
18.02	Workweek	23
18.03	Rest Periods	24
18.04	Variance in Working Hours	24
18.05	Additional Part-Time Hours	24
18.06	Flexible Hours	24
18.07	Non-Instructional Days	24
18.08	Split Workdays	25
18.09	Four Hour Minimum Work Day	25
ARTICLE 19:	OVERTIME	25
19.01	Overtime Rates	25
19.02	Weekend and Statutory Holiday Work	26
19.03	Call Out	26
19.04	Time Off in Lieu of Overtime	26
ARTICLE 20:	STATUTORY HOLIDAYS	26
20.01	Entitlement	26
20.02	Day in Lieu	27
20.03	Ten Month Employees	27
ARTICLE 21:	VACATIONS	27
21.01	Entitlement	27
21.02	Vacation Pay	28
21.03	Vacation Scheduling	28
21.04	Long Service Special Vacation	28
21.05	Termination of Employment	28
21.06	Annual Vacations Adjustment Pay	29
ARTICLE 22:	SICK LEAVE PROVISIONS	29
22.01	Entitlement	29
22.02	Proof of Illness	29
22.03	Sick Leave Records	30
22.04	Accrual Rate	30
22.05	Sick Leave Plan	30
22.06	Sick Leave Payout	30
22.07	Recovery From a Third Party	32
22.08	Emergency Sick Leave Plan	32
ARTICLE 23:	EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS	32
23.01	.....	32
23.02	.....	32
ARTICLE 24:	LEAVE OF ABSENCE	32
24.01	General Leave	33
24.02	Union Business	33
24.03	Bereavement Leave	33
24.04	Court Appearances	34
24.05	Educational Leave	34
24.06	Pregnancy Leave	34
24.07	Parental Leave for Birth and Adopting Parents	35

24.08	Paternity, Adoption Placement and Guardianship Leave	36
24.09	Additional Parental/Adoption Leave.....	36
24.10	Maintenance of Fringe Benefits for Pregnancy, Parental and Adoption Leave	36
24.11	Medical Leave	36
24.12	Family Leave.....	36
24.13	Leave for Public Office	37
24.14	Marriage Leave	37
24.15	Extension to Approved Leave.....	37
24.16	Notification Upon Return From Leave	38
ARTICLE 25:	PAYMENTS OF WAGES AND ALLOWANCES	38
25.01	Bi-weekly Pay.....	38
25.02	Shift Differential.....	38
25.03	Mileage Allowance/Vehicle-Use Compensation.....	38
25.04	Job Descriptions.....	38
25.05	Uplift in Rate	38
ARTICLE 26:	FRINGE BENEFITS	39
26.01	Medical Services Plan and Extended Health Benefits	39
26.02	Group Life Insurance.....	39
26.03	Dental Plan	39
26.04	Municipal Pension Plan.....	40
26.05	WorksafeBC Compensation Supplement	40
26.06	Retirement Gratuity	40
26.07	Pro-Rata of Employee Premiums	40
26.08	Jointly Trusteed Benefit Trust.....	41
ARTICLE 27:	TECHNOLOGICAL CHANGE.....	42
27.01	.....	42
27.02	.....	42
27.03	.....	42
27.04	.....	42
27.05	.....	42
ARTICLE 28:	OCCUPATIONAL HEALTH AND SAFETY.....	42
28.01	Mutual Cooperation.....	42
28.02	Hazardous Substances	43
28.03	Occupational Health and Safety Committee	43
28.04	Training for Safety Purposes.....	43
28.05	Workplace Violence.....	43
28.06	Safety Footwear Allowance	43
ARTICLE 29:	HARASSMENT	43
29.01	.....	43
29.02	.....	44
29.03	.....	44
ARTICLE 30:	EMPLOYEE RECORDS.....	44
30.01	.....	44

ARTICLE 31:	PRINTING THE COLLECTIVE AGREEMENT	44
31.01	.....	44
ARTICLE 32:	BULLETIN BOARDS	44
32.01	.....	44
ARTICLE 33:	JOINT JOB EVALUATION COMMITTEE	45
33.01	.....	45
ARTICLE 34:	JOB SECURITY	45
34.01	Volunteers.....	45
34.02	Work Experience.....	45
34.03	Contracting Out.....	46
ARTICLE 35:	TERM OF AGREEMENT	46
35.01	Term	46
35.02	Continuation Article	47
35.03	Retroactivity	47
ARTICLE 36:	STAFF DEVELOPMENT.....	47
36.01	.....	47
ARTICLE 37:	LETTERS OF UNDERSTANDING.....	47
SCHEDULE "A"	.....	49
SCHEDULE "A"	.....	53
LETTER OF UNDERSTANDING #1		55
<i>RE: Jurisdictional Anomalies</i>		
LETTER OF UNDERSTANDING #2		57
<i>RE: Accommodation</i>		
LETTER OF UNDERSTANDING #3		60
<i>RE: Work Experience Placement Agreement</i>		
LETTER OF UNDERSTANDING #4		62
<i>RE: Consultation Process</i>		
LETTER OF UNDERSTANDING #5		63
<i>RE: Bridging employees who work less than twelve (12) months a year and do not receive LTD payments in July and August</i>		
LETTER OF UNDERSTANDING #6		64
<i>RE: School Closures and Travel Disruption</i>		
LETTER OF UNDERSTANDING #7		65
<i>RE: Service Improvement Allocation</i>		

LETTER OF UNDERSTANDING #866
RE: 17.13 Deployment

EMERGENCY SICK LEAVE.....67

APPENDIX A69

Attachment 184

THIS AGREEMENT entered into this _____ day of _____

BETWEEN:

**BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 61
(GREATER VICTORIA)**

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 947
(GREATER VICTORIA SCHOOL BOARD EMPLOYEES)**

(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Board is an "Employer" within the meaning of the *Labour Relations Code of British Columbia*;

AND WHEREAS the Union is a "Labour Organization" within the meaning of said Act;

AND WHEREAS it is the desire of both parties to promote and maintain harmonious industrial relations and to recognize the mutual value of joint discussions and negotiations;

AND WHEREAS the parties have carried out collective bargaining and have reached agreement as hereinafter expressed;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

ARTICLE 1: DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

1.01 Party

Means either of the parties signatory to this Agreement.

1.02 Employee

Means any person defined as such by the Labour Relations Code of British Columbia who is employed in one of the categories listed below (Articles 1.04 through 1.06 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

1.03 Bargaining Unit/Work of the Bargaining Unit

- (i) The parties agree that the bargaining unit is comprised of office/technical support, education assistants and clerical employees.
- (ii) The Work of the Bargaining Unit means jobs that are within the description of the bargaining unit as ordered by the *Labour Relations Board of British Columbia*.

1.04 Regular Employee

Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period in a regular appointment.

1.05 Spareboard Employee:

- (i) A spareboard employee is an employee who works as required on an on-call basis or to fill a spareboard assignment. Notwithstanding the foregoing, a spareboard employee may be employed to fill a vacancy arising from a leave of absence of a regular employee or for a temporary assignment for a period not to exceed twelve (12) months, unless otherwise mutually agreed to.
- (ii) If a spareboard employee secures a regular position the transition date will be established by mutual agreement of the employee and employer. The transition date may be delayed but shall not be later than two (2) months after the employee secures the regular position. In arriving at the transition date, natural breaks in the delivery of services, such as the scheduled summer, Christmas and spring breaks will be a consideration.
- (iii) The Employer has the right to terminate spareboard employees for proper cause related to unsatisfactory work performance.

1.06 Probationary Employee

Is any employee who has not successfully completed the requirements of the probationary period pursuant to Article 15.02.

1.07 Benefits for Regular Employees Working Less than Full-Time

Regular employees who work less than full-time hours, as defined in Article 18, shall be eligible for the following benefits:

- (i) Eligibility for benefits shall commence after completion of their probationary period;
- (ii) When accepted for coverage by the terms of the benefit plan, as established by the carrier, premium contributions for group life insurance, medical, extended health benefits and dental plans shall be the same as those required for regular full-time employees;
- (iii) The level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours actually worked in accordance with their appointment.

1.08 Spareboard Employee Terms and Conditions

Other Articles of this Agreement notwithstanding, spareboard employees shall not be entitled to the terms and conditions of this Agreement, save and except as follows:

- (i) Payment of overtime for work performed in accordance with Article 19.01;
- (ii) They shall be paid an amount equal to eleven percent (11%) of their gross earnings (basic wages plus (+) overtime) on each pay cheque, in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, Municipal Pension Plan, medical, extended health benefits, dental and group life insurance coverage);
- (iii) They shall have their spareboard service accumulated for purposes of seniority pursuant to Articles 1.05 and 15.04;
- (iv) They shall have access to the grievance procedure;
- (v) They shall pay union dues pursuant to Article 6;
- (vi) They shall receive the benefits of Articles 24.03, 24.04, 25.02, 25.03, 25.05, subject to the conditions contained therein;
- (vii) They shall receive the spareboard (S) rate pursuant to Schedule "A" and Shift Differential.

1.09 Plural or Masculine Terms

Plural or masculine terms shall apply wherever the singular or feminine is used in this Agreement, or vice versa, as the context requires.

1.10 Student Supervisors

Employees who work exclusively as student supervisors shall be excluded from the following articles:

- (i) Article 17.01 (ii) (c) (II);
- (ii) Article 17.03
- (iii) 17.13

ARTICLE 2: UNION RECOGNITION

2.01

The Employer recognizes the Canadian Union of Public Employees, Local 947, as the exclusive agent for those bargaining unit employees covered by this Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

3.01

Subject to the terms and conditions of this Agreement, the Board shall have the right to:

- (i) Suspend, transfer, lay-off or discharge an employee for proper cause; or
- (ii) Communicate to an employee a statement of fact or opinion reasonably held with respect to the Employer's business; or
- (iii) Make a change in the operation of the Board's business necessary for the proper conduct of the Board's business.

ARTICLE 4: UNION SECURITY

4.01

All employees within the bargaining unit who are presently members of the Union, or future employees who become members, shall remain members in good standing, as a condition of continued employment.

4.02

All future employees who are hired to work within the bargaining unit shall become and remain members of the Union in good standing, as a condition of continued employment. New employees shall complete the form noted in Article 6.02 and such deductions shall commence on the first pay day following employment.

4.03

Neither the Employer nor CUPE 947 members shall request, require or permit any agreement that violates the terms of the Collective Agreement, without the prior written permission of the Union and the Board.

ARTICLE 5: NEW EMPLOYEES

5.01

The Board shall present each new employee with a copy of this Agreement upon commencement of employment.

5.02

The Board shall notify the Union of the name, address, position and location of each new employee, on or before their date of appointment.

ARTICLE 6: CHECK-OFF

6.01

All employees of the Board, working within the bargaining unit shall, as a condition of employment, pay Union dues or an assessment, including initiation fees equal to such dues, by payroll deduction.

6.02

The Board agrees to deduct from every employee and remit to the Union, upon written authorization from the employee on a satisfactory form, any dues or assessments, including initiation fees, levied in accordance with the constitution of the Canadian Union of Public Employees, and owing by the employee to the Union.

6.03

Fees, dues and assessments, deducted on behalf of the Union, shall be forwarded to the Treasurer of the Union by the seventh (7th) day of the month following deduction of the fees, dues or assessments.

6.04

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record, or print on the T-4 slip, the total amount of Union dues deducted on behalf of each dues payee, by check-off, during the previous year.

ARTICLE 7: CORRESPONDENCE

7.01

All correspondence between the parties hereto arising out of this Agreement or incidental thereto, except as provided in Article 7.02, shall pass to and from the Secretary-Treasurer of the Board or delegate, and the Secretary of the Union or the Union's delegate, with copies of all such correspondence to the Director of Human Resource Services.

7.02

Correspondence in respect to Article 35.01 and any matter respecting amendment, revision, renegotiation or termination of this Agreement, shall be between the Secretary of the Union and the Director of Human Resource Services.

ARTICLE 8: NO DISCRIMINATION

8.01

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, benefits, training, upgrading, promotions, transfers, lay-off, discipline, discharge or otherwise by reason of age, race, creed, colour, physical disability, national origin, political or religious affiliation, gender, sex, sexual orientation or marital status; nor by reason of membership in the Union. This Article shall not apply to normal retirement in accordance with the *Municipal Pension Plan*.

ARTICLE 9: SCHOOL BOARD MINUTES

9.01

A copy of the adopted minutes of regular Board of School Trustees meetings and committees, as appropriate, shall be provided to the Union upon its request.

ARTICLE 10: LABOUR/MANAGEMENT RELATIONS

10.01

A Labour/Management Committee shall be appointed, consisting of not more than four (4) representatives of the Board and not more than four (4) representatives of the Union. The Committee shall convene at the request of either party. The date, time and place of meetings shall be by agreement of the parties and be held within two (2) weeks of said request. Only those items on the agenda shall be discussed at committee meetings, excepting those items which are added by mutual agreement.

10.02

The Committee shall concern itself with the matters of the following general nature:

- (i) Considering constructive criticisms of all activities so that better relations shall exist between the Board and its employees;
- (ii) Increasing operating efficiency by promoting cooperation in effecting economical moves;
- (iii) Improving service to the public;
- (iv) Reviewing suggestions from employees and questions of working conditions and service (but not grievances concerned with service);
- (v) Correcting conditions making for grievances and misunderstandings (but not specific grievances);
- (vi) Promoting education and training of employees.

10.03

One (1) Employer and one (1) Union representative shall be designated as joint Chairpersons and shall alternate in presiding over committee meetings.

ARTICLE 11: GRIEVANCE PROCEDURES

11.01 Definition

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

11.02 Procedure

- (i) Step 1: Within sixty (60) working days from the date of the incident prompting the grievance or within sixty (60) working days of the date the grievor should reasonably have become aware of the incident prompting the grievance, the employee shall discuss the matter with their section supervisor, as designated by the Board. A Shop Steward shall be present during discussions at this Step.
- (ii) Step 2: If no settlement is reached at Step 1, the Steward, at the request of the aggrieved employee, shall submit the grievance in writing to the Director of Human Resource Services within seven (7) working days of the discussion at Step 1. The recipient of this grievance shall meet with the employee and a Shop Steward, or other representative of the Union, within seven (7) working days of receipt of the grievance, in an attempt to reach a satisfactory settlement of the grievance.

- (iii) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the designated representatives of the Union and the Secretary-Treasurer, within seven (7) working days of the last meeting at Step 2.
- (iv) Step 4: If no settlement is reached through the foregoing procedures, the grievance may be referred to arbitration. The party referring the grievance to arbitration shall give notice to the other party in writing, together with the name of its representative on the Arbitration Board, within ten (10) working days of the last meeting at Step 3.

11.03 Extension of Time Limits

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

11.04 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or where the Board has a grievance, such grievance may be processed commencing at Step 3, provided the grievance is submitted within the time limitations provided under Subsection 11.02 (i).

ARTICLE 12: ARBITRATION PROCEDURES

12.01 Appointment of an Arbitration Board

Within five (5) working days of receiving the notice referred to in Subsection 11.01 (iv), the second party shall appoint its representative to the Arbitration Board and shall notify the first party in writing. The two (2) representatives so appointed shall agree to a Chairperson of the Board within ten (10) working days. Should they be unable to agree, the Minister of Labour shall be requested to appoint a Chairperson.

12.02 Powers and Responsibilities of the Arbitration Board

- (i) The Arbitration Board shall hear the parties and render an award within fifteen (15) working days from the time the Chairperson has been appointed and shall commence its proceedings within forty-eight (48) hours after the Chairperson has been appointed.
- (ii) The award of the majority of the Arbitration Board shall be final and binding upon both parties.
- (iii) Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson, within five (5) working days of receipt of the decision, to reconvene the Board to clarify the decision.
- (iv) The time limits fixed in this Article 12 may be extended by mutual agreement of the parties.

12.03 Cost of Arbitration

Each party shall pay:

- (i) The remuneration and expenses of the arbitrator it appoints;
- (ii) One half (1/2) the remuneration and expenses of the Chairperson; and
- (iii) One half (1/2) the expenses of the Board for clerical assistance, supplies and rent of a place to meet.

ARTICLE 13: DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Notification to Union

The Union shall be notified in writing of all dismissals, suspensions and discipline of employees within two (2) working days of such dismissal, suspension or discipline.

13.02 Warnings

(i) **Letters of Direction**

Letters of direction shall be used for the purpose to counsel, clarify, communicate, and to identify expected job duties. Letters of direction will not make reference to further incidents and are not considered disciplinary.

(ii) **Disciplinary Warnings**

Employees shall be given copies of all formal (written) discipline warnings and performance appraisals placed on their personnel files.

13.03 Discipline

- (i) The Board may discipline any employee at any time for just and reasonable cause.
- (ii) An employee shall have their Shop Steward present at any discussion with supervisory personnel that the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

13.04 Personnel Files

A personnel file for each employee shall be maintained at the School Board Office. Right of access and privacy protection will comply with the Freedom of Information and Protection of Privacy Act (FOIPOP).

An employee has a right of access to their personnel file upon written notice and in the presence of the Director of Human Resource Services or designate. An employee is entitled to a copy of any item in their file.

The Union, with written permission from the employee, shall have access to the employee's file, subject to FOIPOP.

An employee may request a correction of any information and shall have the opportunity to attach a written rebuttal to any material that is critical of that employee.

An employee may apply to have adverse reports removed from their personnel file in accordance with Article 13.05.

13.05 Written Adverse Reports

- (i) Employees shall have the opportunity to attach a written rebuttal to written warnings, adverse reports or suspension notices contained in the employee personnel file. Employees may apply to have suspension notices removed three years after the filing, provided that no further material of that nature has been subsequently filed. Such requests shall not be unreasonably denied.
- (ii) An employee may apply to have written warnings, Letters of Direction and adverse reports regarding minor incidents removed two years after the filing, if there have been no other verbal or written warnings in the previous twelve-month period.
- (iii) Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

ARTICLE 14: LABOUR DISPUTES

14.01

During the term of this Agreement, there shall be no lockouts by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of services, on the part of the Union or any of the employees. The Board shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal union picket line resulting from a legal strike as defined in the *Labour Relations Code of British Columbia*, and such employee shall be deemed to be on unpaid leave.

ARTICLE 15: SENIORITY

15.01 Definition

For purposes of this Agreement, seniority is defined as the length of a regular employee's continuous employment with the Employer from the last date of regular appointment. A regular employee shall not attain seniority until the Board has ratified the appointment and the employee has fulfilled the requirements of the probationary period, which seniority shall include the probationary period. Spareboard employees shall neither accumulate nor exercise seniority, except in accordance with Article 15.04 below.

15.02 Probationary Period

An employee who has become, for the first time, an employee in a regular position shall serve six (6) months worked as a probationary employee. It is understood that this six (6) month probationary period excludes any time spent while on summer layoff. Probationary employees shall have the right to recall as per article 17.09 if a probationary employee is away from their regular position for more than fifteen (15) work days, the probationary period shall be extended by the number of work days the employee is away. Probationary employees may be terminated for cause related to unsatisfactory work performance.

It is understood that the six (6) month probationary period described below will not apply to any employee hired prior to the ratification of the collective agreement of April 3, 2012. Any such employee will continue to have a three (3) month probationary period.

Probationary employees shall be entitled to the benefits and conditions of this Agreement only where such are explicitly provided.

Probationary employees shall be paid the job rate pursuant to Schedule "A" and Shift Differential.

15.03 Natural Breaks For Less Than Twelve (12) Month Terms

Employees who are appointed to a regular position for a period of ten (10) months, but less than twelve (12) months, and where the position is not subject to elimination, the Employer will continue benefit coverage in accordance with Article 26.07. In such cases, the breaks between consecutive terms shall not be considered as a break in continuous service for purposes of fringe benefit entitlement.

15.04 Spareboard Seniority

Spareboard employees shall neither exercise nor accumulate seniority, except as set out below:

- (i) Effective July 1, 1999, spareboard employees shall accumulate secondary seniority on the basis of one shift credit for each day or partial day worked. Secondary seniority shall be recognized for the purposes of (ii) once an employee has accrued sixty (60) shifts during any July 1 to June 30 period, to be effective the following February 1 and September 1.

- (ii) The Employer shall maintain a seniority list showing each spareboard employee's seniority date two times per year. This list shall be updated and forwarded to the Union each April and November.
- (iii) Secondary seniority shall be used for the purpose of:
 - (a) Applying for Posted Positions: An employee who has secondary seniority and who applies for a posted position shall be considered for that position after regular employees and prior to employees without secondary seniority and outside applicants;
 - (b) Being Offered Work pursuant to Article 1.05 (i): An employee who has secondary seniority shall be offered work by seniority providing the employee is qualified for the posted position. In the event an employee is working when such assignment arises, the employee shall complete the current assignment before any re-assignment.
- (iv) Those spareboard employees who are subsequently appointed to regular employment shall, after completion of the normal probationary period, have seniority as a spareboard employee credited as regular seniority. The seniority date for the employee shall be the date the secondary seniority is effective in accordance with Article 15.04 (i).
- (v) Spareboard employees shall be eligible to apply for any vacancy posted under this Article. Provided always that the criteria of the job description qualification sheet, and that the qualifications, skill and ability of the spareboard employee to perform the work in question is equal to that of an external applicant, the spareboard employee shall receive preference.

15.05 Student Supervisors

Employees hired exclusively as Student Supervisors may accumulate seniority; however, their seniority shall not be exercised for the purpose of bidding on posted positions other than positions classified as Student Supervisors.

In the event that a Student Supervisor applies for a position and is successful based on their qualifications and skills, and complete the probation period, the Board will recognize their service to the District and adjust their seniority.

15.06 Loss of Seniority

- (i) A regular employee shall not lose seniority as a result of being absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer. A regular employee shall lose seniority in the event:
 - (a) The employee is discharged for just cause with written reasons and is not reinstated;
 - (b) The employee resigns;
 - (c) The employee fails to return to work as required following a lay-off after being notified of recall pursuant to Article 17.10;

- (d) The employee is laid-off and not recalled during the recall period established in Article 17.07.
- (ii) A spareboard employee shall lose spareboard seniority and all rights to employment in the event:
 - (a) The employee is discharged and not reinstated;
 - (b) The employee resigns;
 - (c) The employee has not been called to work during any ten (10) calendar month period;
 - (d) The employee refuses, or is not available, to report for work to five (5) calls to work within a school year unless such unavailability had been previously arranged with the Employer.

15.07 Seniority Lists

- (i) The Employer shall maintain a seniority list showing each regular employee's seniority date. This list shall be updated and forwarded to the Union each November.
- (ii) When two (2) or more employees commenced employment on the same date, the seniority of each employee shall be determined in accordance with their respective application dates.
- (iii) The employer shall maintain a secondary seniority list showing the seniority date for each spareboard and temporary employee with secondary seniority. The list shall be updated each July by the addition of spareboard employees who have accrued eighty (80) or more shifts based upon the previous period of July 1-June 30 and shall be forwarded to the union as soon as it is available. The list shall be effective September 1 each year.

15.08 Transfers Out of the Bargaining Unit

Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. Employees transferred or promoted out of the bargaining unit may be returned to the bargaining unit, provided that no more than twenty (20) months have passed, they meet the requirements of Article 16 and subject to an agreeable payment of back union dues.

ARTICLE 16: STAFF CHANGES

16.01 Definition

For purposes of this Agreement, staff changes shall be the occurrence and filling of any vacancy in the regular staff covered by this Agreement, created for any reason whatsoever.

16.02 Posting of Vacancies

- (i) When the Employer deems a vacancy exists outside of the deployment period, vacancies in regular positions, as defined in Article 1.04, shall be posted within ten (10) working days of being created. Such vacancies shall be posted for a period of five (5) working days prior to being filled, in such places as mutually agreed upon by the Employer and the Union. Exceptions shall be by mutual agreement of Human Resource Services and the Union. Normally, vacancies for the deployment period will be dealt with pursuant to Article 17.13, Deployment with the exception of those technical positions listed in Article 16.02 (ii) below.
- (ii) The Board recognizes that certain technical positions may become vacant and need to be filled on a regular or temporary basis during the period July 1 to August 31. A list of classifications will be presented to the Labour Management Committee for review each April.

The Board shall ensure that employees will be given the following opportunities to apply for any of the above positions that are posted or advertised between July 1 and August 31:

- (a) A general notice will be posted each June inviting applications for the above-noted technical positions;
 - (b) Employees will have the option of submitting a completed application with Human Resource Services between June 15 and June 30 for any positions they may be interested in, in the event such a position may become available in July or August. The employees' application must include a phone number where they can be reached over the July and August period, and an indication of when they would be available for an interview;
 - (c) Positions shall be posted through the internal process and displayed in all locations where CUPE 947 employees are located and actively at work during the posting period;
 - (d) Any advertisements in local newspapers during July and August will include the provision that qualified internal applicants will be given first consideration.
- (iii) The Union shall be notified in writing forty-eight (48) hours prior to the posting of all vacancies under this Article, such notice to include the nature of the vacancy, the minimum qualifications therefore and all details and pertinent material thereto.
 - (iv) Within this forty-eight (48) hour period, either party may request a meeting of the Labour/Management Committee to discuss the staff change; however, this Subsection shall not be used to delay filling such vacancy.
 - (v) Temporary vacancies in excess of three (3) months, as defined in Article 1.05, will be posted in accordance with (i), (ii) and (iii) above and with Article 16.07 (ii).

- (vi) The District agrees it will attempt to create meaningful jobs for its employees so that current regular part-time employees will achieve, where possible and practical, full-time hours. In so doing, new hours (regular or temporary) that become available in a school/location during a school year shall be assigned to employees in the school/location on the basis of seniority, classifications and scheduling requirements. Employees can be assigned hours in classifications that are equal to or lower than the classification they currently hold provided these classifications are within the same job stream. Human Resource Services will confirm the employee meets the qualifications for the added classifications prior to assignment. It is understood that every effort shall be made to increase regular hours for regular employees. In the event it is determined it is not possible or practical to add new hours by seniority, the District will upon request from the Union provide the Union with reasons for the determination. If there is no one available at that school/location with the qualifications or scheduling ability to have hours added to their work schedule, then these additional hours shall be posted.

Note: Current job streams are: Clerical, Technical and Education Assistant. It has been agreed that School Meals Assistant, Student Supervisor, School Assistant and Office Assistant hours can be added to any classification regardless of job stream.

16.03 Role of Seniority in Filling Vacancies

Job opportunity should increase in proportion to length of service. Therefore, in the filling of vacancies, the applicant with the greatest seniority and having the required qualifications, skills and ability to perform the job applied for shall be awarded the position.

16.04 Appraisal Period

- (i) When a regular employee is the successful applicant, or is deployed at the District level to a vacancy posted under Article 16.02 or in accordance with Article 17.13, or Letter of Understanding #2 (Accommodation), the employee shall serve an appraisal period not exceeding three (3) months. If the appointment is not confirmed, the employee shall revert to their former position and wage rate without loss of seniority, and any other employee(s) promoted or transferred as a result of the staff change shall return to their former position and wage rate without loss of seniority. Where an employee has been previously deployed under Article 17.13, or Letter of Understanding #2 (Accommodation), that employee shall be provided another opportunity for District deployment.
- (ii) In the event an employee reverts back to the employee's former position within thirty (30) scheduled working days, the vacant position shall be awarded to the next most successful applicant as indicated by the selection process.

16.05 Union Notification

The Union shall be notified within five (5) working days of all staff changes, new hires, layoffs, recalls, and terminations of employment.

16.06 Regular Employees Accepting Temporary Appointments & Vacancies

Regular employees working in temporary vacancies shall be paid at the Job Rate and receive sick, vacation and applicable statutory holiday entitlements (Articles 22.01, 21.01 and 20.01 respectively).

- (i) Temporary appointments not exceeding three (3) months shall be filled in accordance with Article 1.05.
- (ii) Temporary vacancies with an approximate term of longer than three (3) consecutive calendar months shall be posted, unless otherwise mutually agreed to by the Union and Human Resource Services. Temporary clerical vacancies will be posted subject to the requirement that available applicants will be working a minimum of four (4) hours per day.

As a result of a temporary vacancy being filled by a regular employee, only one additional temporary vacancy will be posted. Spareboard employees shall fill any subsequent vacancies unless the chain of postings is extended by agreement between the Union and Human Resource Services.

Regular employees filling temporary vacancies will return to their former positions and wage scale, upon its completion.

Regular employees working in temporary vacancies shall be paid at the Job Rate and receive applicable sick, vacation and statutory holiday entitlements.

Regular employees accepting posted temporary vacancies will be eligible, where applicable, to apply for employee benefits pursuant to Article 26.

- (iii) Should an employee obtain a subsequent temporary appointment within four (4) months of returning from a temporary appointment, then such temporary appointment will be considered an addition to the first appointment. Should successive temporary vacancies together total in excess of one (1) year, the employee's regular position shall be posted. Upon completion of the temporary appointment, the employee shall bid for posted vacancies.

16.07 Spareboard Employees Accepting Temporary Appointments and Vacancies

Spareboard employees working in temporary vacancies of longer than two (2) consecutive months shall serve the time towards completing the probationary period as set out in Article 15.02 Probationary Period. Upon completion of the probationary period as set out in Article 15.02, in one or more temporary appointments or a combination of temporary and regular appointments, the employee will be eligible for benefits upon accepting a regular appointment. These employees will serve an appraisal period per article 16.05.

ARTICLE 17: DEPLOYMENT, BUMPING, LAYOFFS, AND RECALL

17.01 Definition

- (i) Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the regular position currently occupied as a result of either:
 - (a) The elimination of such position; or
 - (b) The reduction of any hours.
- (ii) Employees receiving notice of layoff pursuant to Article 17 shall select one of the following procedures during a Union/Management consultative meeting held for this purpose:
 - (a) Successfully bumping, pursuant to Article 17.03;
 - (b) Severance, pursuant to Article 17.06;
 - (c)
 - 1. Recall, pursuant to Article 17;
 - 2. Laid-off employees who are not recalled shall have access to deployment for the duration of their recall period.

17.02 Layoff Order

Regular employees shall be laid-off on the basis of the classification and department/school designated for the layoff by the Employer. When the required qualifications, skill and ability to perform the work in question are equal among two (2) or more employees occupying such classification, the senior employee shall receive preference, provided always that the employee to be retained in that classification and department or school meets the criteria of the job description qualification sheet, and has the required qualifications, skill and ability to perform the work in question.

17.03 Bumping Rights

Bumping only occurs as a District-wide process and is administered through Human Resource Services in conjunction with the Union Executive.

- (i) Within three (3) working days after being notified under Article 17.01 that they occupy a classification designated for layoff, affected regular employees who are not to be retained in that classification and department/school, shall be given an opportunity to exercise their seniority by electing to bump. An employee exercising bumping rights may only bump into a position held by the most junior employee of any classification that is equal to or lower than the classification held by the surplus employee that has the same continuing hours provided that the surplus employee has the required qualifications.

- (ii) If no position provides the same number of continuing hours, the surplus employee may opt to bump into a position with greater or lesser hours provided that the position is held by the most junior employee in any classification that is equal to or lower than the classification held by the surplus employee and provided that the surplus employee has the required qualifications. Classifications for bumping will be determined by the final targets as established through the job evaluation process.

17.04 Notice of Layoff

- (i) The Employer shall provide written notice to a regular employee(s) whose position has been eliminated, has had hours reduced in accordance with Article 17.01, or in accordance with Article 17.03, has been bumped by a more senior employee, or does not bump a more junior employee, and, as a result, is to be laid-off. Such notice shall be four (4) calendar weeks prior to the effective date of this layoff.
- (ii) When layoff notice is not provided under Subsection (i) above, the employee involved shall be paid in lieu of any such notice not received. Notice under this Article 17.04 shall not be initiated during normal school term breaks, nor shall the normal school breaks (summer, spring, and Christmas) be considered part of the notice period.

17.05 Appraisal Period

- (i) A regular employee who elects to bump in accordance with Article 17.03, or who is recalled to employment in accordance with Subsection 17.09 (ii), shall serve an appraisal period not exceeding three (3) months in the new position. During this period should the employee prove unable to satisfactorily perform the duties of the new position, they shall be laid-off and placed on the recall list.
- (ii) In no event shall any employee be permitted to bump a second time as a result of the same layoff.

17.06 Severance Pay

Those regular employees, who do not bump a more junior employee in accordance with Article 17.03, and who, as a result, are to be laid-off and placed on the recall list may, at the time of receiving their notice of layoff pursuant to Article 17.04, elect to take severance pay as follows: Employees defined in accordance with Article 1.04 shall receive the minimum severance pay of two (2) weeks basic pay. Those employees who have completed three (3) years continuous service shall receive additional severance of one (1) calendar week; and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks, and by so electing, not work the balance of the notice period. Employees who elect to take severance pay under this Article shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

17.07 Recall List

Regular employees laid-off under this Article, who do not bump a more junior employee in accordance with Article 17.03, and who do not take severance pay in accordance with Article 17.06 shall be placed on the recall list in seniority order for a period not to exceed twelve (12) continuous months.

See Article 17.09 (iii)

Notwithstanding the above, regular employees on recall who work a cumulative number of days in excess of one hundred (100) working days in the twelve (12) month recall period shall have their recall rights extended for an additional twelve (12) consecutive months. It is understood and agreed that such extension shall not be granted where employees decline recall to a regular appointment or make themselves unavailable for work. The maximum recall period in this case shall be twenty-four (24) months.

17.08 Status While on Recall List

During this twelve (12) month period on the recall list, employees shall not be eligible to receive any of the benefits of this Agreement. The service, sick leave credits, vacation entitlement level and fringe benefits of such employees shall be frozen at the time of their layoff and should the employee be recalled pursuant to this Article within the twelve (12) month recall period, the service, sick leave credits, vacation entitlement level and fringe benefits of such employees shall be reinstated to that which had existed at the time of the layoff.

17.09 Recall Rights

- (i) Employees on the recall list shall be offered available positions within the same classification from which they were laid-off.
- (ii) Laid-off employees on the recall list may make application for vacancies which are posted under Article 16.03 on the same basis as active employees. Laid-off employees on the recall list who fail to apply for posted vacancies shall receive no consideration when such vacancies are filled on the basis of Article 16.02.
- (iii) If the regular vacancy is not filled under Subsection (ii) above, and in accordance with the procedure set out in Article 17.10 below, the Employer shall then attempt to recall a laid-off regular employee from the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new employee.
- (iv) In no event shall the Employer be required to re-employ any former employee after being laid-off and on the recall list for longer than twelve (12) continuous months, except as extended by the application of Article 17.07.

17.10 Recall Procedures

- (i) It shall be the responsibility of laid-off regular employees to maintain their current telephone number and postal address with the Human Resource Services Department. When filling vacancies under Article 17.09 (iii), the Employer shall attempt to contact a laid-off regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, at the telephone number so provided to instruct the employee of the date and time to report for work. Should the employee not accept the recall, the employee, subject to Subsection (iii) below, shall lose one (1) right to recall. The date and time to report may be extended by a maximum of ten (10) working days upon the approval of the Employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided that operational requirements of the Employer permit. Notwithstanding the above, failure to report to work on the date and time agreed shall result in termination.
- (ii) Employees on the recall list shall contact the Employer when they are to be temporarily away from their current address and phone number to provide a temporary phone number and address where the Employer will be able to contact them during such absence.
- (iii) Employees shall have the right to refuse two (2) recalls to employment during their recall period before losing their recall rights.

17.11 Temporary Layoffs

This Article 17 does not apply to temporary layoffs of five (5) working days or less. A change in work location, or a reduction of work hours in any position less than defined in Article 17.01 shall not be considered a layoff under this Article and employees shall not be eligible to bump for these reasons.

17.12 Grievance Procedure

All determinations of qualifications, experience, skill and ability under this Article 17 shall be made by the Employer and the question of whether the Employer has made such determinations in a fair and equitable fashion shall be subject to the grievance procedure.

17.13 The Staffing Process

Terms of Reference:

School/Department Allocation Process: Is the annual process of assigning allocated budget and/or hours to CUPE 947 staff. (April 15 – September 30).

Reassignment Process: Is the District placement of CUPE 947 staff declared “excess to needs.” (June 1 to September 30).

Deployment Meeting: is the meeting held during the last week of September to place members who continue to be in layoff/recall following the Reassignment Process.

School/Department Allocation Process:

- (a) The objective is to deploy hours on the basis of District Seniority, to create as many full-time, or almost full-time, positions as operationally achievable. As in the normal hiring process, employees must possess the qualifications listed in the job description.
- (b)
 - (i) Each school/department administrator/exempt staff shall determine staffing needs for the next school year by May 31. If this is not possible due to delays in Board budget approval, the parties will discuss how to deal with the delay.
 - (ii) Employees can be allocated regular hours in job classifications that are equal to or lower than the classification they currently hold, provided these classifications are within the same job stream. Human Resource Services will confirm the employee meets the qualifications of the added classifications prior to this assignment.
 - (iii) Employees can only be assigned temporary hours in classifications that are equal to or lower than the classification they currently hold, provided these classifications are within the same job stream and provided they can be added to a regular assignment. Temporary hours are not part of the obligation as reference in Article 17. 13. (iv).

(Current job streams are: Clerical, Technical and Educational Assistant. It has been agreed that School Meals Assistant, Student Supervisor, School Assistant and Office Assistant hours can be added to any classification regardless of job stream).
- (iv) On the basis of position and seniority, school/departments will allocate hours to current regular employees. As school/department deploy their allocations, employees who do not have hours assigned to them or have only reduced hours available to them within the school/department are declared "excess to needs." An employee can be declared excess to needs only where a bona-fide and continuing reduction of hours occurs. These employees shall be the least senior employees, based on operational requirements and the necessary qualifications. No senior employee can volunteer to be declared excess in lieu of a junior employee. An employee who student of program will be moving to a new school may be given the option of moving providing a vacancy exists at the receiving school.
- (v) The obligation of the school/department is to offer positions and hours, based on seniority, to an equal number of hours the employee works in the current school year. Should this not be possible, and an employee decided voluntarily not be declared to excess to needs, the obligation of the school/department for the next school year onwards changes. The school/department would then be obligated to offer a position and hours based on the reduced number of hours assigned to and accepted by this employee effective September 1 of the new school year.

This is an attempt to promote the ideal of creating and then maintaining full-time work for employees as described in (a) above.

Reassignment Process:

- (c) Reassignment is undertaken at the District level only and will be managed jointly by Human Resource Services and the Union. This process will be initiated during the period of June 1 to September 30. All postings will be held from May 1 until the first full week of June. At that time all vacancies that have accumulate shall be posted. A second posting period will begin the Thursday prior to school opening. Those postings will close the Wednesday following school start up. Vacancies from October 1 to April 30 shall be handled pursuant to Article 16.02. In the event that the District feels that no internal candidates will be able to fill a position it may post the positions externally despite 17.13(c) following consultation with the Union.
- (d) The Union and the District will jointly organize a meeting to be held in the first week of June to explain the Reassignment Process to employees subject to layoff.
- (e) All employees shall be able to apply for positions for which they are qualified during the Reassignment Process but priority shall be given the following employees:
- (i) Regular employees returning from leaves of absence where their position is discontinued;
 - (ii) Employees having layoff/recall status, or where such placement would reduce regular hours and the regular employee does not wish to continue in the position with the reduced hours;
 - (iii) On a case-by-case basis, regular employees who are eligible for deployment to a vacant position by virtue of an accommodation request under Letter of Understanding #2. Such employees will be given access to the deployment process with all other employees as defined in (c) above, in order of seniority.
- (f) Affected employees will be given intent to layoff notices and be placed in the Reassignment Process, subject to Article 17.01 (ii). If significant reductions in the District F.T.E. are contemplated, the parties shall meet to discuss the deployment process to ensure the rights of the senior employees are protected.
- (g) (i) Eligible employees will be awarded positions for which they are qualified based on the job description. Employees must be able to demonstrate that they have the specific skills by:
- Having current experience the previous year; or
 - If that experience is more than a year old the employee must:
 - Pass appropriate testing, or
 - Be currently enrolled in an approved course.

- (ii) Where an employee is offered a comparable position (same job classification, same or greater hours) and the employee declines the assignment, they shall have the right of recall as outlined in Article 17.07. Article 17.10 (iii) shall apply to refusals during this process.
- (h) When a school/department reinstates a position with the same job classification and hours (plus or minus one hour) within the school year following their reassignment that employee shall be given the first opportunity to claim the position.
- (i) The Reassignment Process will be administered by a committee that will include at least two (2) Union representatives. The committee shall have the responsibility of monitoring and ensuring the continual integrity of the Reassignment Process. Questions, concerns and complaints about the Reassignment Process should be addressed to the committee.
- (j) Employees placed through the Reassignment Process will serve an appraisal period in accordance with Article 16.05.

Deployment Meeting:

- (k) During the last week of September the Union and the District shall hold a meeting to be attended by any employees who continue to be in recall following the Reassignment Process.
- (l) At this meeting employees will be offered available vacant positions for which they are qualified that meet their recall entitlement. In the event that no vacant positions are available the parties shall follow the process as laid out in Article 17.03 (Bumping) to ensure that senior employees receive their entitlement.
- (m) Any employee not placed through the Reassignment Process and/or Deployment meeting or affected by Article 17.03 during the Deployment Meeting will be covered afterwards by all applicable recall and job posting provisions of the Collective Agreement.
- (n) Any positions remaining at the end of the deployment process will be posted.

ARTICLE 18: HOURS OF WORK

18.01 Workday

A normal workday for a regular full-time employee shall consist of seven (7) consecutive hours plus between one-half (1/2) and one (1) hour for an unpaid meal break, between 7:00 a.m. and 6:00 p.m.

18.02 Workweek

The regular full-time workweek shall consist of five (5) days, Monday to Friday, totalling thirty-five (35) working hours per week.

18.03 Rest Periods

Employees who are assigned to work six (6) hours or less in a day and who are assigned a minimum of three (3) hours between 8:00 am and 12:00 pm or, are assigned four (4) continuous hours shall be entitled to one (1) fifteen (15) minute paid rest period. Employees who are assigned to work in excess of six (6) hours in a day shall be entitled to two (2) fifteen (15) minute paid rest periods.

- (i) Breaks are paid time and if a break is taken at the end of a shift, it is not to be taken by leaving the workplace early;
- (ii) Breaks should not be combined with the lunch hour.

18.04 Variance in Working Hours

The working times noted in Articles 18.01 and 18.02 above may be amended by mutual consent to suit the exigencies of the Board's requirements, provided at least five (5) working days' notice is given of the intention to amend the times. Such consent shall not be unreasonably withheld.

18.05 Additional Part-Time Hours

Articles 18.01 and 18.02 above notwithstanding, employees may be engaged, as required, on a part-time basis. Present part-time employees shall be given opportunity to work additional hours within the District, and within their own job classification, before any new employees are hired to fill these positions.

18.06 Flexible Hours

Subject to prior approval of the respective department supervisor or school principal, and within the hours defined in Article 18.01 above, regular employees shall be accorded the privilege of working a flexible work day, or week, with the following restrictions:

- (i) No employee shall work longer than stipulated in the *Employment Standards Act*;
- (ii) Lunch breaks shall be no less than one-half (½) hour duration;
- (iii) Rest periods as outlined above shall not be forfeited.

In cases where requests are denied, the Labour/Management committee shall review and make recommendations to the District Leadership Team.

18.07 Non-Instructional Days

Unless mutually agreed to otherwise, regular employees who are not normally scheduled to work on non-instructional days may report for work in the normal manner.

Unless advised seventy-two (72) hours in advance, or at the time they are called, spareboard employees shall report for work in the normal manner.

See Article 36 - Staff Development

18.08 Split Workdays

Notwithstanding Article 18.01, split workdays are defined as those workdays with an unpaid period of more than one (1) hour inclusive of unpaid meal breaks. No employee shall be required to work a split workday. However, by mutual agreement between the parties represented by the Labour/Management Committee, split workdays may be accommodated.

18.09 Four Hour Minimum Work Day

- (i) The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (ii) Exemptions from the four (4) hour minimum:
 - (a) Student/noon hour supervisors;
 - (b) Crossing guards;
 - (c) Small schools with fewer than seventy-five (75) students, in which case a two (2) hour minimum will apply;
 - (d) Other positions by mutual agreement.
- (iii) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
- (iv) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (v) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.

ARTICLE 19: OVERTIME

19.01 Overtime Rates

Where conditions necessitate overtime and where the work is authorized and permission granted by the appropriate supervisor, such overtime will be paid at the rate of time and one-half (1.5X) for the first two (2) hours in excess of the hours as defined in Article 18.01 of a regular full-time employee, Monday to Friday; thereafter double time (2x) shall be paid.

19.02 Weekend and Statutory Holiday Work

All work on Saturdays, Sundays and statutory holidays by a regular employee shall be paid for at double time (2x).

19.03 Call Out

Regular and temporary employees who are called out and required to work outside their regular working hours, shall be paid at overtime rates, with a minimum payment equal to three (3) hours at regular rates.

If the call out is on a day the employee is not scheduled to work, a minimum payment equal to four (4) hours at regular rates shall be paid.

19.04 Time Off in Lieu of Overtime

In lieu of payment for overtime, a regular employee may be granted time off in an equal amount, provided prior mutual agreement has been attained. Accrual of time off in lieu shall not exceed ten (10) regularly scheduled working days. Within one month of attaining this maximum accrual, time off in lieu shall be taken on mutually agreed dates, or arrangements shall be made to pay out such accrual. Where an employee receives a transfer, uplift, or promotion, accrued overtime shall be paid out or taken as time off at the rate earned prior to the change.

ARTICLE 20: STATUTORY HOLIDAYS

20.01 Entitlement

All regular employees, and probationary employees who have earned wages in at least fifteen (15) days during the thirty (30) days immediately preceding a statutory holiday, shall be entitled to their average day's pay for the following statutory holidays:

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

plus (+) any additional statutory holiday proclaimed by the Province of British Columbia or the Government of Canada.

An average day's pay is calculated by dividing "total wages" in the thirty (30) calendar days before the statutory holiday by the number of days worked.

20.02 Day in Lieu

Should a statutory holiday fall and be celebrated on an employee's regular rest day, or during an employee's annual vacation, the regular employee shall receive another day off with pay in lieu, at a time mutually agreed upon by the Board and the Union (or the applicable supervisor and employee when appropriate).

20.03 Ten Month Employees

Regular and probationary ten (10) month employees who have earned wages ten (10) days in the four (4) consecutive calendar weeks immediately preceding Canada Day or Labour Day shall be paid for that statutory holiday.

ARTICLE 21: VACATIONS

21.01 Entitlement

(i) A regular employee's vacation entitlement will accrue as a factor of each hour worked in the months an employee has an appointed position and has been in receipt of compensation. The factor is equivalent to the vacation day accrual formula. The factor used for calculating the vacation day accrual shall be in accordance with the employee's anniversary date and the following scale:

- Twelve Month Employees: Vacation year – January 1 to December 31
- All other Employees: Vacation year - September 1 to August 31

Formula for calculating the Accrual Factor on Vacation Entitlement is:

- Monthly entitlement x 12/260 working days per year.

The formula applies to regular employees for all hours worked, except overtime hours.

Years Service	Accrual Factor	Yearly Vacation Entitlement (equivalent to monthly)
Less than seven years	.0577	15 vacation days (equivalent to 1.25 days/month)
Seven years or greater	.0769	20 vacation days (equivalent to 1.67 days/month)
Fifteen years or greater	.0962	25 vacation days (equivalent to 2.08 days/month)
Twenty-three years or greater	.1154	30 vacation days (equivalent to 2.50 days/month)

(ii) For the purpose of this accrual, the month during which an employee receives their initial appointment shall be deemed a full month. For the purpose of this sub-section, a full month will equal twenty (20) working days.

21.02 Vacation Pay

An employee's regular pay shall continue during annual vacation leaves. Wages received while on vacation will be paid in accordance with the current hourly rate of pay and the hours assigned for the pay period. All vacation time must be recorded accurately as such on timesheets. The Board will provide on each pay statement the employee's vacation accrual balance in hours.

Employees receiving payment for overtime in accordance with Article 19.01 shall also receive, as an addition to the overtime rate, a vacation pay adjustment of 8%. This adjustment is in lieu of the vacation accrual.

21.03 Vacation Scheduling

Employees shall submit their requests for annual vacation on or before March 1 of each year.

- (i) Approval of vacation requests shall be at the discretion of each supervisor and shall be subject to operational requirements.
- (ii) In the event that the employee is requested to return to work from their scheduled vacation and agrees to do so, the following will apply:
 - (a) When an employee returns to work from vacation that is scheduled to continue for two (2) to five (5) days, one (1) additional vacation day will be added to their vacation balance;
 - (b) When an employee returns to work from vacation that is scheduled to continue for six (6) or more days, two (2) additional vacation days will be added to their vacation balance.
- (iii) If the employer requests an employee to cancel their vacation for operational reasons within four (4) weeks of a scheduled vacation of two (2) weeks or more, the employee will be granted two (2) additional days of vacation to be added to their vacation balance.

21.04 Long Service Special Vacation

When a regular employee has served continuously for a period of twenty (20) years, they shall become entitled to twenty-two (22) consecutive working days long service special vacation, with pay, in addition to annual vacation leave, as a reward for long and faithful service. Such special vacation shall only be received once by an employee and shall be taken within one (1) year of attaining twenty (20) years service.

21.05 Termination of Employment

Regular employees who terminate employment shall, after completing twelve (12) continuous months of service, receive vacation or pay in lieu thereof for any proportional vacation earned prior to their termination but not taken; provided that adjustment may also be made for any overpayments previously received by such employee. Employees who terminate employment before completing twelve (12)

months shall be eligible to receive pay in lieu of vacation in accordance with the *Employment Standards Act of British Columbia*.

21.06 Annual Vacations Adjustment Pay

Employees whose regular position is for a period of ten (10) months, but less than twelve (12) months, shall be entitled to and required to take annual vacation with pay during Christmas and spring breaks. Vacation hours accrual balance will be adjusted to accept a negative balance only for Christmas and Spring breaks. Regular employees, other than twelve (12) months, shall not normally be able to take paid vacation leave, except in accordance with Article 21.04, during regular school days.

Employees who have received paid vacation pursuant to Article 21.02 during the school year and who have any remaining entitlement based on their balance of vacation hours accrued from the total hours worked during that year shall be paid out. Such vacation entitlement payout will occur after the last pay day in June.

Employees whose regular position is for a period of ten (10) months, but less than twelve (12) months, and whose regularly scheduled lay off period is not during July and August, may request their balance of vacation hours accrued to be paid out during their unpaid month(s). Such request may only occur once per fiscal year from July 1 to June 30 and may only be requested if the period without pay is four (4) weeks or greater.

Where an employee received more vacation hours in the school year than accrued, the vacation overpayment shall be recovered on the last pay in June or prior to the employee receiving further wages.

ARTICLE 22: SICK LEAVE PROVISIONS

22.01 Entitlement

Regular employee, upon completion of six (6) months of continuous service, shall be entitled to utilize their accrued sick leave benefits. Sick leave accumulation is based on a factor of point zero four five nine eight (.04598) of each regular hour worked beginning upon completion of six (6) months of continuous service. Sick leave accrual will occur at the rate of twelve (12) shifts per year. Unused sick leave will accrue from year to year to a maximum of eighty-five (85) shifts.

Sick leave with pay is only payable because of personal sickness or injury.

22.02 Proof of Illness

- (i) An employee may be required to produce a certificate from a medical practitioner for any illness after five (5) consecutive working days certifying that the employee was unable to carry out the required duties due to illness. A form outlining the required information will be provided by the employer and the employee will have it completed by their physician.
- (ii) The Board agrees to reimburse the employee for the cost of the medical certificate requested in subsection (i) above.

22.03 Sick Leave Records

The Board will provide on each pay statement the employee's sick leave accrual balance in hours.

22.04 Accrual Rate

The accrual of sick leave shall be on the basis of one hundred percent (100%) of the unused portion.

22.05 Sick Leave Plan

Employees shall, subject to the terms of Article 22.01 and 22.02 above, receive their regular pay for each hour of sick leave entitlement utilized. In the event an employee is placed on an approved medical leave from the District, has exhausted their sick leave entitlement and has not met the eighty five (85) day qualifying period for the Long Term Disability Plan (LTD), the employee may apply for medical Employment Insurance (EI) benefits. Upon providing the Board with an EI approval statement, the Board will top-up the EI benefit to a maximum of seventy five percent (75%) of the employee's gross wages, in accordance with the terms of their regular appointment, up to the expiry of the eighty five (85) day qualifying period for LTD.

Employees with an accrual in excess of eighty five (85) shifts as of November 1, 2006, and remain actively employed (including those on an approved leave) will retain their accrued sick leave amount. However, no further sick leave will accrue until sick leave utilization falls below the eighty five (85) shift total accrual.

Employees who are entitled to the provision of Article 22.06 Sick Leave Payout, and who have a sick leave accrual greater than eighty five (85) days, shall be afforded the right to maintain a maximum accrual of the recorded amount listed on the Addendum "A".

22.06 Sick Leave Payout

- (i) A regular employee having accrued sick leave to their credit shall, on retirement at Municipal Pension Plan age, or after completing fifteen (15) years or more of continuous service, receive a salary grant in lieu thereof equal to sixty percent (60%) of such credit, to a maximum of sixty-six (66) days; or in the event of death before retirement, any accrued sick leave cash bonus shall be paid to the employee's personal representative. And further, the Board may, at its discretion, extend the benefits described in this Article to any regular employee who, for reasons of health or extenuating circumstances, is obliged to retire before reaching Municipal Pension Plan age. Accrual of sick leave cash bonus shall in no case be retroactive prior to January 1, 1947.
- (ii) Regular employees hired on or after September 1, 1985 shall not be eligible for a sick leave payout in accordance with Article 22.06.

- (iii) Subject always to Subsections (iv), (v) and (vi) below, a regular employee hired before September 1, 1985, who remains actively employed (including Workers' Compensation Board, sick leave and authorized leave) or who is on the recall list on December 31, 1985, and having accrued sick leave to their credit, shall, on retirement at Municipal Pension Plan age, or after completing fifteen (15) years or more of continuous service, receive a salary grant in lieu thereof equal to either sixty percent (60%) of such credit, or sixty percent (60%) of the maximum level for payout purposes established for such individual under Subsection (iv) below, whichever is the lesser. In no event shall the maximum salary grant exceed sixty-six (66) days. In the event of death of an eligible regular employee before retirement, any accrued sick leave cash bonus shall be paid to the employee's personal representative and further, the School Board may, at its discretion, extend the benefits described in this Article to any regular employee who, for reasons of health or extenuating circumstances, is obliged to retire before reaching Municipal Pension Plan age. Accrual of sick leave cash bonus shall in no case be retroactive prior to January 1, 1947.
- (iv) A maximum level of sick leave accrual for payout purposes under Subsection (iii) above, shall be established for eligible employees hired before September 1, 1985, and who remain actively employed (including WorksafeBC, sick leave and authorized leave) or who are on the recall list on December 31, 1985. At the time such employee retires or is otherwise entitled for a sick leave payout in accordance with Subsection (iii) above, shall be paid out at either sixty percent (60%) of this established maximum level or sixty percent (60%) of the employee's actual sick leave credit at the time of such payout, whichever is the lesser. In no event shall this payout exceed sixty-six (66) days. The dollar (\$) value of such sick leave payout shall be calculated as per Subsection (v) below.
- (v) The dollar (\$) value of the sick leave payout under Subsection (iii) and (iv) above shall be established on the basis of the wage rate in effect for each eligible employee at the time when such payout is actually made.
- (vi) A regular employee who has maximum sick leave for payout purposes established as per Subsection (iv) above and who utilizes their sick leave accrual because they are legitimately ill, with the result that their actual accrual level drops below the established maximum level for payout purposes, may, by working and earning additional sick leave, re-accrue sick leave back to the established maximum level for payout purposes. It is understood the maximum sick leave for payout purposes established under Subsection (iv) is not guaranteed but is a maximum only.
- (vii) Employees who elect to resign or retire, during or immediately upon the completion of a leave of absence granted in accordance with Article 24, shall have their sick leave payout dollar (\$) value calculated on the basis of the basic wage rate in effect at the time the employee last worked, provided such employee is otherwise eligible for sick leave payout under this Article.

22.07 Recovery From a Third Party

Where an employee is paid wages by the Board while absent from employment by reason of any disability and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Board. Upon the Board receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered.

22.08 Emergency Sick Leave Plan

The Employer will provide the Local with a total of one thousand (1000) hours per year for the purpose of bridging the Employment Insurance qualification period when an employee's accrued sick leave is not sufficient to cover the medical EI waiting period. The distribution of these hours shall be at the discretion of the Local. Hours not allocated during the year shall not be carried forward to the next year.

The Emergency Sick Leave Guidelines (as attached) will also form part of this article of the collective agreement.

ARTICLE 23: EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS

23.01

Regular employees shall earn vacation, sick leave and statutory holidays while they are in receipt of paid sick leave (excluding Emergency Sick Leave Fund in excess of 21 consecutive working days).

23.02

Notwithstanding any other provisions of the Agreement, regular employees shall not earn vacation, sick leave and statutory holidays while they are on:

- (i) Unpaid sick leave or unpaid leave for reason of health or disability in excess of sixty (60) consecutive calendar days;
- (ii) Unpaid personal leave;
- (iii) WorksafeBC Compensation in excess of sixty (60) consecutive calendar days.

ARTICLE 24: LEAVE OF ABSENCE

The parties agree that the following provisions for leaves of absence are provided for the reasons expressly described and undertake to ensure the legitimate application of these provisions.

Approved Leave of Absence During Vacation

Where an employee qualifies for personal sick leave requiring emergency medical treatment, or emergency leave due to serious illness of an immediate family member where travel is required, or bereavement leave during vacation, there shall be no deduction from vacation credits of such absence. The period of vacation so displaced either shall be added to the vacation period or reinstated for use at a later date, based on operational requirements and mutual agreement. Employees are required to contact their supervisors as soon as possible when their status of leave changes.

For the purposes of substituting personal sick leave for vacation leave the employer may request a medical note to verify the nature of the illness.

24.01 General Leave

The Board may grant leave without pay to any employee who requests such leave for good and sufficient cause. Such requests are to be made in writing and approved by the Board, which approval shall not be withheld unjustly.

24.02 Union Business

- (i) Time off with pay shall be granted to not more than six (6) elected representatives of the Union (such number may be increased at the sole discretion of the employer) when it becomes necessary to transact business with the Board arising out of this Agreement during working hours. Such time off shall be accorded through authorization by the Secretary-Treasurer, or delegate.
- (ii) Time off without pay shall be granted to not more than six (6) delegates of the Union upon application to the Secretary-Treasurer at least one (1) week prior to the requested time off.

24.03 Bereavement Leave

- (i) In the event of death of a member of an employee's immediate family: spouse (including common-law spouse), children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren, grandparents-in-law, or any 2nd degree relative living at the same household as the employee, such employee shall be granted upon request, leave of absence deemed appropriate by the Director of Human Resource Services or delegate. The employee shall receive regular straight time salary for an aggregate total of five (5) working days.
- (ii)
 - 1. There shall be no paid travel time for a funeral located on Vancouver Island and south of the City of Nanaimo.
 - 2. An employee shall receive one (1) day of travel time for a funeral located on Vancouver Island anywhere from the City of Nanaimo north to the City of Campbell River. Travel time to any of the Gulf islands shall also fall under this clause.

3. An employee shall receive two (2) days of travel time for a funeral located in any location outside of the areas defined in clauses #1 and #2 above.
 4. The parties agree that the amount of paid travel time for bereavement leave is no longer at the discretion of the Director of Human Resource Services. Furthermore, the mode of transportation for any such leave shall also play no role in determining the amount of travel time provided. The sole determining factor on the amount of paid travel time to be provided to an employee shall be the location of the funeral as described in clauses #1, #2 or #3 above.
- (iii) In the event of the death of a relative not mentioned above or a friend of an employee, the employee shall be entitled to one-half day leave (one day if the funeral is outside the Capital Regional District) with pay for the purpose of attending the funeral.

24.04 Court Appearances

An employee who is subpoenaed for jury selection and/or jury duty, or called upon to act as a court witness, shall continue to receive full pay while so engaged, provided the employee turns over to the Board any monies they receive for serving as a juror or witness on days they would normally be working. Employees subpoenaed for such service are expected to return to the job, if not required to serve.

24.05 Educational Leave

- (i) Leaves of absence with pay for education, skills up-grading or such other training purposes as may be approved by the appropriate supervisor and the Director of Human Resource Services shall not be a reason for loss in seniority.
- (ii) Leaves of absence without pay for education, skills up-grading or such other training purposes as may be approved by the appropriate supervisor and the Director of Human Resource Services, or designate, shall be provided to regular employees pursuant to Article 24.01 above.

24.06 Pregnancy Leave

Employees shall be granted Pregnancy Leave in accordance with provisions of the British Columbia Employment Standards Act as per date of signing this Collective Agreement and as follows:

- (i) A request for pregnancy leave must be supported by a Certificate of a Medical Practitioner. It is the employee's responsibility to provide written medical evidence of health during pregnancy while still at work, if requested by the Employer.

- (ii) If an employee returns to work immediately after the expiry of the authorized leave, she will retain her former position without loss of available benefits to which she has contributed to during her pregnancy leave, except as provided in Article 23. The employee is to provide one month's notice of the date of returning to work.

If the position was eliminated or there was a reduction of hours, notice of layoff would be forwarded to the employee and layoff is to be effective on the date of return. Provisions of Article 17.01 (ii) shall apply.

- (iii) Sick leave provisions shall cover medical complications of pregnancy prior to an approved Pregnancy Leave.
- (iv) The employee shall be deemed to have resigned on the date upon which the leave commenced, if a notice to return to employment is not made or she does not commence re-employment on the dates required in Subsection (iii) above, and the Employer shall recover the Employer's share of any benefit contributions made in accordance with the arrangements made by the Employer with the employee prior to the commencement of the leave.
- (v) Where there is an unusual pregnancy or birth situation the normal application of this article may be inappropriate. Such special cases should be reviewed with the Director of Human Resource Services or designate.

24.07 Parental Leave for Birth and Adopting Parents

Employees shall be granted Parental Leave in accordance with provisions of the British Columbia Employment Standards Act as per date of signing this Collective Agreement and as follows:

- (i) A request for Parental leave must be supported by a Certificate of a Medical Practitioner or other evidence. A request for Adoption leave must be supported by a proof of adoption.
- (ii) If an employee returns to work immediately after the expiry of the authorized leave, the employee will retain his/her former position without loss of available benefits to which he/she has contributed to during the Parental leave, except as provided in Article 23. If the position was eliminated or there was a reduction of hours, notice of layoff would be forwarded to the employee and layoff is to be effective on the date of return. Provisions of Article 17.01 (ii) shall apply.
- (iii) The employee shall be deemed to have resigned on the date upon which the leave commenced, if a notice to return to employment is not made or the employee does not commence re-employment on the dates required in subsection (ii) above, and the Employer shall recover the Employer's share of any benefit contribution made in accordance with the arrangements made by the employer with the employee prior to the commencement of the leave.

24.08 Paternity, Adoption Placement and Guardianship Leave

The Board shall provide to a regular employee a leave of absence with pay to a maximum of four (4) days for the purpose of paternity leave, adoption placement or legal guardianship leave.

- (i) Paternity Leave shall be taken within forty (40) working days from the date of the birth of the child; or
- (ii) Adoption Placement or Guardianship Leave shall be taken within forty (40) working days from the date of the child being placed in the employee's home.

24.09 Additional Parental/Adoption Leave

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 pursuant to Articles 24.06, 24.07 or 24.08.

24.10 Maintenance of Fringe Benefits for Pregnancy, Parental and Adoption Leave

Employees accorded leave in accordance with Articles 24.06, 24.07 and 24.09 shall be accorded the privilege of maintaining all fringe benefits as outlined in Article 26, in accordance with the *Employment Standards Act*.

24.11 Medical Leave

Employees, upon providing the Board with a certificate from a medical practitioner, may request an unpaid medical leave as an extension to their paid sick leave. Approval of a combined paid and unpaid leave of absence for medical reasons shall not exceed twenty-four (24) months. In the event that the employee is unable to return to work within the twenty-four (24) month period, seniority and years of continuous service shall be frozen and said dates adjusted on their return. Notwithstanding Article 24.15 (iii) employees returning from an approved medical leave in excess of one (1) year shall be placed on recall in accordance with Article 17.

24.12 Family Leave

The Board shall provide an employee, after notification to the automatic dispatch system and supervisor, with a leave of absence with pay to a maximum of five (5) shifts or portion thereof per year in the case of illness or convalescent care in the immediate family. Immediate family is defined as children, parents or spouse.

- (i) Convalescent care is defined as a means to provide for the care of an individual during a period of recuperative time following surgery or serious illness.
- (ii) This leave can be used for scheduled medical appointments for immediate family members where all attempts to schedule the appointment outside of work hours were unsuccessful.

- (iii) The Employer may require a certificate from a duly qualified medical practitioner as proof of such illness.

Note: for the purposes of administering this Article the year is July 1 to June 30.

24.13 Leave for Public Office

Time off without pay, up to one (1) term, shall be granted to an employee who has successfully been elected to office upon application to the appropriate supervisor and Director of Human Resource Services, or delegate, with at least one (1) month notice prior to the requested time off.

Upon leave in excess of one (1) year, the following provisions shall apply:

- (i) The employee's position shall be posted as a regular position;
- (ii) The employee's seniority and years of continuous service shall be frozen and said dates adjusted on their return, unless the parties agree otherwise;
- (iii) Upon return, the employee shall bid for posted vacancies using their seniority as adjusted.

An employee may request up to six (6) weeks' unpaid leave for purposes of a campaign for public office. No request shall be unreasonably denied.

24.14 Marriage Leave

Upon prior application to the Director of Human Resource Services, or designate, one (1) day's leave with pay shall be granted for the day of the employee's marriage, provided it is on their regular scheduled work day.

24.15 Extension to Approved Leave

This article applies to a leave of absence greater than one (1) month pursuant to Articles 24.01, 24.02, 24.05, 24.06, 24.07, and/or 24.11. When an employee has returned from an approved leave of absence and subsequently applies for a leave of absence within four (4) months of returning, then such request will be considered an addition to the first leave. Upon approval of leave in excess of one (1) year, or two (2) years in the case of medical leaves of absence:

- (i) The employee's position shall be posted as a regular position;
- (ii) The employee's seniority and years of continuous service shall be frozen and said dates adjusted on their return, unless the parties agree otherwise;
- (iii) Upon return, the employee shall bid for posted vacancies using their seniority as adjusted.

24.16 Notification Upon Return From Leave

Upon return from approved leave of absence of one (1) year or less, an employee shall immediately resume their regular position, provided that they have notified the employer in writing at least thirty (30) days prior to their return date from the leave.

ARTICLE 25: PAYMENTS OF WAGES AND ALLOWANCES

25.01 Bi-weekly Pay

Wages and salaries shall be paid every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. Bi-weekly compensation for all CUPE employees will be deposited to the personal account they have established with a Canadian registered financial institution (Bank or Credit Union) and which they have registered with the Payroll Office. Pay statements will be delivered through the District's internal delivery system to the employee's work location.

25.02 Shift Differential

Employees on the afternoon shift shall be paid for hours actually worked and shall also receive a shift differential as outlined in Schedule "A". (Afternoon shift shall be defined as a shift where the majority of hours worked are after 3:00 p.m.)

25.03 Mileage Allowance/Vehicle-Use Compensation

Employees authorized to use their personal vehicle in carrying out duties for the Board shall be reimbursed. Each July the Kilometre Allowance should be adjusted to reflect the rate established by the Victoria aggregate cost of operating a mid-size automobile or, when the Victoria aggregate cost is not available, the British Columbia aggregate cost. The Board will provide the Union with the cost analysis used to determine the current Vehicle Standard Cost as established by the Runzheimer Vehicle Standard Cost Schedule or, if not available, another source as agreed to by the Union and the Board.

25.04 Job Descriptions

All jobs within the scope of CUPE 947 are to be described in terms of general job function, work performed, supervision received, machines and equipment used and qualifications and experience. Job descriptions are to be documented in a uniform manner, agreed to by the Joint Job Evaluation Committee and used as the basis for job evaluation.

The Board and the Union subscribe to the underlying principle of Pay Equity.

25.05 Uplift in Rate

Where an employee is assigned to perform work of another employee in a higher rate of pay, the employee shall receive the higher rate of pay.

ARTICLE 26: FRINGE BENEFITS

26.01 Medical Services Plan and Extended Health Benefits

Regular employees who are eligible for coverage under the terms of the Medical Services Plan of British Columbia and the Extended Health Benefits Plan in effect through the Public Education Benefits Trust, may participate in both plans from the first day of the month following completion of their probationary period. Eligible employees shall contribute as follows:

- (i) Medical Services Plan - eligible employees shall contribute twenty-five percent (25%) of the premium for the plan and the employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premium;
- (ii) Extended Health Benefits - eligible employees shall contribute twenty-five percent (25%) of the premium for the plan and the employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premium. The plan shall include vision care providing for eighty percent (80%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for each regular employee and dependents to a maximum cost of two hundred dollars (\$200) per pair (including hearing aids to a maximum of five hundred dollars (\$500) every five years), to a maximum lifetime benefit of one hundred thousand (\$100,000.00) per family member.

26.02 Group Life Insurance

Regular employees who are eligible for coverage under the terms of the Group Life Insurance Plan in effect through the Public Education Benefits Trust shall, as a condition of employment, participate in this plan from the first day of the month following completion of their probationary period. The plan shall provide basic insurance in the amount of two times (2x) the employee's annual basic earnings, rounded upwards to the next highest thousand, plus (+) such optional benefits as may be offered through the Public Education Benefits Trust. This Article to be effective January 1, 1994. Eligible employees shall contribute twenty-five percent (25%) of the premiums for the basic life insurance and the Employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premiums for the basic life and A D & D. Eligible employees shall contribute one hundred percent (100%) of the premiums for optional life insurance coverage. The terms of the plan established with the carrier shall apply.

26.03 Dental Plan

Regular employees who are eligible for coverage under the terms of the Dental Plan in effect through the Public Education Benefits Trust may participate in this Plan from the first day of the month following completion of their probationary period. Eligible employees shall contribute twenty-five percent (25%) of the premiums for this Plan and the Employer shall contribute the remaining seventy-five percent (75%). The Dental Plan shall provide for payment of one hundred

percent (100%) of the claims under Plan "A" (basic service), fifty percent (50%) of the claims under Plan "B" (prosthetic appliances, crown and bridge procedures) and fifty percent (50%) of the claims under Plan "C" (orthodontics) to a maximum lifetime benefit of two thousand dollars (\$2,000.00) per family member. The terms of the Plan established with the carrier shall apply.

26.04 Municipal Pension Plan

All newly hired regular employees, upon completion of their probationary period, and who are employed on the basis of twenty (20) hours or more per week, shall participate under the *Pension (Municipal) Act*, subject to the terms and conditions of such Act.

26.05 WorksafeBC Compensation Supplement

- (i) When a regular employee suffers an occupational injury approved by the WorksafeBC under the *Workers' Compensation Act*, such employee's normal net salary shall be continued for a period of not more than fifty-two (52) weeks, or until the status of the Workers' Compensation Board payment changes to disability pension, or other Workers' Compensation settlement, whichever occurs first.
- (ii) All monies payable to an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer by the Workers' Compensation Board in return for which the Board shall pay the employee the full amount of wages to which the employee would have been otherwise entitled but for disability suffered or incurred by the employee aforesaid, subject to the above maximum time limitation of fifty-two (52) weeks.
- (iii) Spareboard employees and regular employees who normally work less than regular full-time hours shall be eligible for the Workers' Compensation Board supplement. The amount of supplement received shall be based upon such employee's average earnings and hours worked during the previous twelve (12) month period.

26.06 Retirement Gratuity

An employee who reaches retirement age and retires in accordance with the Pension (Municipal) Act and has completed ten (10) years or more continuous service shall be granted one (1) month's extra pay and, if an employee has not taken vacation for the current year, the employee shall be paid in lieu of such vacation in accordance with Article 21.06.

26.07 Pro-Rata of Employee Premiums

- (i) For twelve (12) month employees: The employee's share of annual fringe benefit premiums for Article 26.02 (Optional Life only) and 26.03 (Dental) will be deducted on a twelve (12) month basis on the last pay of each month.

- (ii) For employees who work ten (10) months or more but less than twelve (12): The employee's share of the fringe benefit, for the months that employment is provided, the premium for Article 26.03 (Dental) will be deducted on a ten (10) month basis on the last pay of each month employed.
- (iii) For employees who work ten (10) months or more but less than twelve (12): Note that one hundred percent (100%) employer paid obligation under 26.01 and 26.03 does not apply to natural appointment breaks (months unemployed). Therefore, the employee's share of the natural appointment break, fringe benefit premiums for Article 26.01 (Medical and Extended Health) and Article 26.02 (Dental) will be deducted on a ten (10) month or eleven (11) month basis, as applicable, on the first pay of each month. An adjustment will occur each June or, the month preceding the natural appointment break if the break includes June, to allow for changes to premium rates and to reconcile for actual costs or employee dependent changes during the school year.

26.08 Jointly Trusteed Benefit Trust

The Parties have agreed to participate in a jointly trusteed 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:

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

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

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

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

ARTICLE 27: TECHNOLOGICAL CHANGE

27.01

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

27.02

The Employer agrees to provide the Union with not less than three (3) months' notice in writing of its intention to introduce technological change in material or equipment which affects the terms and conditions or security of employment of employees covered by this Agreement.

27.03

Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad-hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.

27.04

Should the introduction of technological change result in substantial changes in an employee's procedures or position and/or increased skills and abilities required, then the Board will provide training and equipment up to a maximum of three (3) months with no loss of pay, benefits or seniority.

- (i) Should the introduction of technological change result in the employee's position becoming redundant, then the Board and the Union will make every effort to place the employee in a position with the rights and benefits provided under this Agreement, provided always that the employee has the required qualifications, experience, skill and ability.
- (ii) If an employee cannot be placed in such an alternate position, or if during the three (3) month appraisal period in the alternate position the employee is unable to meet the position requirements, the Board will give notice of layoff in accordance with Article 17.

27.05

Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the grievance/arbitration procedure established in this Agreement.

ARTICLE 28: OCCUPATIONAL HEALTH AND SAFETY

28.01 Mutual Cooperation

The Employer and the Union agree to cooperate in improving the safety and occupational health of employees and in educating employees and supervisors in proper safety practices and procedures.

28.02 Hazardous Substances

The Employer shall provide the Union, where practicable, with such information as may come into the Employer's possession which identifies the dangers involved with hazardous substances that employees are required to use in the course of their work.

28.03 Occupational Health and Safety Committee

The parties agree to establish an Occupational Health and Safety Committee per the WorksafeBC Regulations. One of the functions of this committee shall be to promote occupational health and safety practices and the observance of safety rules.

28.04 Training for Safety Purposes

For safety purposes, employees shall receive necessary training to operate any piece of equipment or deliver specialized procedures or therapies.

28.05 Workplace Violence

- (i) The Board and the Union are committed to fostering and promoting a safe environment for all students, staff, and public. The Board agrees to develop policies for dealing with work place violence.
- (ii) The Board and the Union agree to participate in procedures to ensure the employees are aware of and understand work place violence.
- (iii) The Joint Health and Safety Committee shall be consulted regarding the curriculum of training and applicable procedural measures.

28.06 Safety Footwear Allowance

Where required by the *Workers' Compensation Act* or when the Employer deems it necessary in writing and does not provide footwear, the Board shall provide such employees by February 1st with sixty dollars (\$60) per year footwear allowance for the sole purpose of purchasing appropriate safety or protective footwear. The employee will be required to wear such safety footwear during their working hours.

ARTICLE 29: HARASSMENT

29.01

The Board and the Union recognize the benefit to be derived from a work environment free from harassment and are committed to fostering and promoting such an environment. The parties further agree to cooperate in attempting to resolve, in a confidential manner, complaints or disputes pertaining to this Article and referred to in Board policy and procedures.

29.02

Harassment, including sexual harassment, is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome by the recipient and which serves no legitimate work related purpose.

Harassment does not include actions occasioned through exercising in good faith the employer's and employees' rights and responsibilities.

29.03

Cases of harassment, including sexual harassment, shall be considered discrimination and, if not resolved on a confidential basis pursuant to Article 29.01, above, shall be eligible to be processed as a grievance. In cases of harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of harassing an employee.

ARTICLE 30: EMPLOYEE RECORDS

30.01

Employee records shall be kept confidential. Employees shall have access to their own personnel file upon request and shall be permitted to make one (1) copy of any item contained therein. Personnel files may be reviewed with the Director of Human Resource Services at the employee's request to discuss the removal of any materials detrimental to the employee's interests which the employee feels are outdated.

ARTICLE 31: PRINTING THE COLLECTIVE AGREEMENT

31.01

The Board and the Union shall share equally the cost of printing a sufficient number of this Agreement, in booklet form, to be distributed to CUPE Local 947 members, supervisors and school principals.

ARTICLE 32: BULLETIN BOARDS

32.01

Bulletin boards for Union business shall be made available in a school staff room, in the main administration building and other areas as may be mutually agreed to. It is understood that there will be no additional cost to the District as a result of this proposal.

ARTICLE 33: JOINT JOB EVALUATION COMMITTEE

33.01

All newly created or revised job descriptions shall be referred to the Joint Job Evaluation Committee for review and rating.

- (i) Minutes of the previous meeting and agenda of the forthcoming meeting will be circulated prior to each meeting.
- (ii) The quorum at each meeting will be equal representation of both Union and Management, but not less than four members.
- (iii) Routine business decisions of the Committee will be by a simple majority, whereas job description rating decisions will be unanimous. Alternate members will have a vote only when a regular Committee member is absent.
- (iv) Committee members may not participate in the discussions related to the rating for their job classifications, and may not vote on the final rating for their classification. Alternate members participating in place of a regular Joint Job Evaluation Committee member shall have the right to vote.

ARTICLE 34: JOB SECURITY

34.01 Volunteers

Volunteers will not perform tasks that are within any contractual agreements and/or job descriptions of CUPE Local 947, unless mutually agreed to by CUPE Local 947 and the Board through the Labour/Management approval process, in accordance with Policy 1240, as revised in 1994.

34.02 Work Experience

The parties agree to participate in a placement of students or other persons within the School District. The following conditions shall apply to all placements:

- (i) Participation in a work experience placement shall be approved in writing by the Board (or designate), the Union, and the individual regular employee involved prior to any placement;
- (ii) Participation in a work experience placement by an employee is completely voluntary;
- (iii)
 - (a) A work experience placement is not to be made when such placement will replace a regular or spareboard employee who is on lay-off or whose job has been eliminated due to budget cuts or “downsizing”, nor shall such placement be used to avoid hiring an employee.
 - (b) Should the employee trainer be laid-off during the placement, the placement will be terminated.

- (iv) No employee will be held liable or responsible for the improper action of any individual participating in a work experience placement;
- (v) A person placed within the District in a work experience shall be subject to the requirement of an acceptable criminal record check;
- (vi) A person placed within the District in a work experience is not an employee nor entitled to any preference over any regular or spareboard employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties;
- (vii) At no time will an individual be placed in a workplace during an industrial relations dispute between the Union and the Employer. If an industrial relations dispute arises during a work experience placement, the individual will be removed from the workplace until such time as the dispute is resolved;
- (viii) The employee who has agreed to supervise an individual on a work experience placement will be provided with adequate time to work with the individual without penalty or threat of discipline;
- (ix) The Work Experience Placement Agreement referred to in the Letter of Understanding created jointly by the Board and the Union sets out conditions for internal placement(s) within School District #61.

34.03 Contracting Out

No regular employee shall be laid-off and placed on the recall list, or otherwise terminated, as a result of contracting-out of bargaining unit work normally performed by regular employees. Regular employees made redundant by contracting out may be transferred at the employer's discretion to vacant positions without violating the collective agreement.

ARTICLE 35: TERM OF AGREEMENT

35.01 Term

This Agreement shall remain in effect from and including July 1, 2019 up to and including June 30, 2022 and shall continue in effect from year to year thereafter, subject to the right of either Party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement. The parties agree to exclude (S) 50 subsections (2) and (3) of the Labour Code.

35.02 Continuation Article

Should either Party give written notice to the other Party in accordance with Article 35.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike, or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

35.03 Retroactivity

- (i) Retroactive pay shall be paid at the earliest date practical and not later than thirty (30) calendar days following the date of the signing of this Agreement.
- (ii) Except where otherwise specifically provided, the effective date of all amendments to this Agreement shall be on the date of the execution first above written, however, adjustments to salaries shall apply as provided in Schedule "A".

ARTICLE 36: STAFF DEVELOPMENT

36.01

The Board and the Union are committed to ongoing Staff Development that takes place during the workday and is funded by the District. A Joint Staff Development Committee of the Union and the Employer shall co-ordinate opportunities on the designated non-instructional Pro-D Days set out in the School Calendar Year. Staff Development activities are designed to enhance personal and workplace effectiveness and are not intended to replace ongoing training required by the employer and/or other educational leave opportunities.

See Article 18.07 - Non-Instructional Days

ARTICLE 37: LETTERS OF UNDERSTANDING

37.01 For the term of the Agreement, the following Letters of Understanding shall be attached to and form part of this agreement:

- # 1 Jurisdictional Anomalies
- # 2 Accommodation
- # 3 Work Experience Placement Agreement
- # 4 Consultation Process
- # 5 Bridging Employees who work less that twelve (12) months a year and do not receive LTD payments in July and August
- # 6 School Closures and travel Disruption
- # 7 Service Improvement Allocation
- # 8 17.13 Deployment

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this

_____ day of _____ in the year **2020**, in the

City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

The Corporate Seal of the Board was hereunto affixed in the presence of:



FOR THE UNION

Sealed with the Seal of the Canadian Union of Public Employees, Local No. 947 in the presence of:



/cope 491

SCHEDULE "A"
Greater Victoria School District No. 61
CUPE 947 Regular Wage Rate Salary Grid

			As at July 1, 2019 - 2% Increase			
Salary Grid	Occ. Code	Classification	REGULAR			SPAREBOARD
			Regular Wage Rate per hour	Green Circled Wage Rate per hour	Red Circled Wage Rate per hour (no increase)	Spareboard Wage Rate per hour
1		No Positions	19.32			18.45
2		No Positions	19.80			18.86
3	OA	Office Assistant	20.37			19.32
4		No Positions	20.95			19.80
5		No Positions	21.51			20.37
6	SPVN	Student Supervisor	22.37			20.95
7	DR	District Receptionist	22.76			21.28
7	SA	School Assistant	22.76			21.28
7	SAE	School Assistant - ESL	22.76		23.48	21.28
7	SC	Secretarial Clerk	22.76			21.28
8	SLC	School Library Clerk	23.48			22.10
8	SMA	School Meals Assistant	23.48			22.10
9	CLA	Computer Lab Assistant	24.21			22.76
9	DO	Database Operator	24.21			22.76
9	SSLA	Secondary Science Lab Assistant	24.21			22.76
9	SISS	Student Information System Operator	24.21			22.76
10	AA1	Administrative Assistant I	25.17			23.47
10	CCC	Career Centre Coordinator	25.17			23.47
11	ABA	ABA Assistant	26.21			24.21
11	ACF	Accounts Clerk - Facilities	26.21			24.21
11	ACG	Accounts Clerk - General	26.21			24.21
11	ACI	Accounts Clerk - International Student Program	26.21			24.21
11	ACS	Accounts Clerk - Schools	26.21			24.21
11	AEA	Aboriginal Education Assistant	26.21			24.21
11	ACAT	Augmentative Communication & Adaptive Technology Asst.	26.21			n/a
11	CA	Cafeteria Assistant	26.21			24.21
11	ECE	Early Childhood Educator	26.21			24.21
11	EAG	Educational Assistant - General	26.21			24.21
11	SAA1	School Administrative Assistant I	26.21			24.21
11	TRCD	Transportation Coordinator	26.21			24.21
11	VLI	Visual Language Interpreter	26.21			24.21
12	AA2N	Administrative Assistant II - Non Supervise	27.21	28.02		25.17
12	AASS	Administrative Assistant II - Student Services	27.21			25.17
12	AAP	Administrative Assistant - Purchasing	27.21	28.40		25.17
12	BSP	Benefits Specialist	27.21			25.17
12	CLF	CommunityLINK Facilitator	27.21			25.17
12	EAB	Educational Assistant - Braille	27.21			25.17
12	EADB	Educational Assistant - Deaf/Blind	27.21			25.17
12	EAP	Educational Assistant - Physical	27.21			25.17
12	ET1	Electronics Technician I	27.21			25.17
12	FRCD	Facilities Rental Coordinator	27.21			25.17
12	HRSD	HR Systems Specialist - Dispatch/Absences	27.21			25.17
12	HRSR	HR Systems Specialist - Records	27.21			25.17
12	PSP	Payroll Specialist	27.21			25.17
12	RSEC	Registrar Secretary	27.21			25.17

				As at July 1, 2019 - 2% Increase			
Salary Grid	Occ. Code	Classification	REGULAR			SPAREBOARD	
			Regular Wage Rate per hour	Green Circled Wage Rate per hour	Red Circled Wage Rate per hour (no increase)	Spareboard Wage Rate per hour	
13	AA2S	Administrative Assistant II - Supervising	28.40			26.21	
13	DEA	District Educational Assistant	28.40			26.21	
13	HPC	Homestay Coordinator	28.40			26.21	
13	ITSS	ITL Support Specialist	28.40			26.21	
13	SAA3	School Administrative Assistant III	28.40			26.21	
13	SCT	School Technologist	28.40			26.21	
13	SHRA	Senior HR Records & Data Analyst	28.40			26.21	
13	SMAS	Senior Management Assistant	28.40			26.21	
14	AACF	Assistant Accountant - Management & Reporting	29.53			27.23	
14	AACP	Assistant Accountant - International Student Program	29.53			27.23	
14	PAAC	Assistant Accountant - Payroll	29.53			27.23	
14	BT	Building Technologist	29.53			27.23	
14	FACA	Financial Accounting Assistant	29.53			27.23	
14	ITST	ITL Support Team Leader	29.53			27.23	
14	RAC	Reconciliation Accountant	29.53			27.23	
14	RLS	Rentals & Leasing Supervisor	29.53			27.23	
15	BYR	Buyer	30.75			28.40	
15	ET2	Electronics Technician II	30.75			28.40	
16	FASS	Facilities Administration Systems Supervisor	32.04			29.53	
16	HRSP	Human Resources Systems Supervisor	32.04			29.53	
16	SBT	Senior Building Technologist	32.04			29.53	
17	DCP	Digital Content Publisher	33.43			30.77	
17	NSC	Network Systems Coordinator	33.43			30.77	
18	BYSR	Senior Buyer	34.82			32.03	
18	SSDA	Student Systems & Data Analyst	34.82			32.03	
19	ITTL	Information Technology Team Leader	36.27			33.42	
19	NCS	Network and Communications Supervisor	36.27			33.42	
19	SSSD	Senior Student Systems & Data Analyst	36.27			33.42	
19	SYSA	Systems Analyst	36.27			33.42	
			shift differential = \$0.81 / hr				

SCHEDULE "A"
Greater Victoria School District No. 61
CUPE 947 Regular Wage Rate Salary Grid

			As at July 1, 2020 - 2% Increase			
Salary Grid	Occ. Code	Classification	REGULAR			SPAREBOARD
			Regular Wage Rate per hour	Green Circled Wage Rate per hour	Red Circled Wage Rate per hour (no increase)	Spareboard Wage Rate per hour
1		No Positions	19.71			18.82
2		No Positions	20.20			19.24
3	OA	Office Assistant	20.78			19.71
4		No Positions	21.37			20.20
5		No Positions	21.94			20.78
6	SPVN	Student Supervisor	22.82			21.37
7	DR	District Receptionist	23.22			21.71
7	SA	School Assistant	23.22			21.71
7	SAE	School Assistant - ESL	23.22		23.48	21.71
7	SC	Secretarial Clerk	23.22			21.71
8	SLC	School Library Clerk	23.95			22.54
8	SMA	School Meals Assistant	23.95			22.54
9	CLA	Computer Lab Assistant	24.69			23.22
9	DO	Database Operator	24.69			23.22
9	SSLA	Secondary Science Lab Assistant	24.69			23.22
9	SISS	Student Information System Operator	24.69			23.22
10	AA1	Administrative Assistant I	25.67			23.94
10	CCC	Career Centre Coordinator	25.67			23.94
11	ABA	ABA Assistant	26.73			24.69
11	ACF	Accounts Clerk - Facilities	26.73			24.69
11	ACG	Accounts Clerk - General	26.73			24.69
11	ACI	Accounts Clerk - International Student Program	26.73			24.69
11	ACS	Accounts Clerk - Schools	26.73			24.69
11	AEA	Aboriginal Education Assistant	26.73			24.69
11	ACAT	Augmentative Communication & Adaptive Technology Asst.	26.73			n/a
11	CA	Cafeteria Assistant	26.73			24.69
11	ECE	Early Childhood Educator	26.73			24.69
11	EAG	Educational Assistant - General	26.73			24.69
11	SAA1	School Administrative Assistant I	26.73			24.69
11	TRCD	Transportation Coordinator	26.73			24.69
11	VLI	Visual Language Interpreter	26.73			24.69
12	AA2N	Administrative Assistant II - Non Supervise	27.75	28.58		25.67
12	AASS	Administrative Assistant II - Student Services	27.75			25.67
12	AAP	Administrative Assistant - Purchasing	27.75	28.97		25.67
12	BSP	Benefits Specialist	27.75			25.67
12	CLF	CommunityLINK Facilitator	27.75			25.67
12	EAB	Educational Assistant - Braille	27.75			25.67
12	EADB	Educational Assistant - Deaf/Blind	27.75			25.67
12	EAP	Educational Assistant - Physical	27.75			25.67
12	ET1	Electronics Technician I	27.75			25.67
12	FRCD	Facilities Rental Coordinator	27.75			25.67
12	HRSD	HR Systems Specialist - Dispatch/Absences	27.75			25.67
12	HRSR	HR Systems Specialist - Records	27.75			25.67
12	PSP	Payroll Specialist	27.75			25.67
12	RSEC	Registrar Secretary	27.75			25.67

		As at July 1, 2020 - 2% Increase				
Salary Grid	Occ. Code	Classification	REGULAR			SPAREBOARD
			Regular Wage Rate per hour	Green Circled Wage Rate per hour	Red Circled Wage Rate per hour (no increase)	Spareboard Wage Rate per hour
13	AA2S	Administrative Assistant II - Supervising	28.97			26.73
13	DEA	District Educational Assistant	28.97			26.73
13	HPC	Homestay Coordinator	28.97			26.73
13	ITSS	ITL Support Specialist	28.97			26.73
13	SAA3	School Administrative Assistant III	28.97			26.73
13	SCT	School Technologist	28.97			26.73
13	SHRA	Senior HR Records & Data Analyst	28.97			26.73
13	SMAS	Senior Management Assistant	28.97			26.73
14	AACF	Assistant Accountant - Management & Reporting	30.12			27.77
14	AACP	Assistant Accountant - International Student Program	30.12			27.77
14	PAAC	Assistant Accountant - Payroll	30.12			27.77
14	BT	Building Technologist	30.12			27.77
14	FACA	Financial Accounting Assistant	30.12			27.77
14	ITST	ITL Support Team Leader	30.12			27.77
14	RAC	Reconciliation Accountant	30.12			27.77
14	RLS	Rentals & Leasing Supervisor	30.12			27.77
15	BYR	Buyer	31.37			28.97
15	ET2	Electronics Technician II	31.37			28.97
16	FASS	Facilities Administration Systems Supervisor	32.68			30.12
16	HRSP	Human Resources Systems Supervisor	32.68			30.12
16	SBT	Senior Building Technologist	32.68			30.12
17	DCP	Digital Content Publisher	34.10			31.39
17	NSC	Network Systems Coordinator	34.10			31.39
18	BYSR	Senior Buyer	35.52			32.67
18	SSDA	Student Systems & Data Analyst	35.52			32.67
19	ITTL	Information Technology Team Leader	37.00			34.09
19	NCS	Network and Communications Supervisor	37.00			34.09
19	SSSD	Senior Student Systems & Data Analyst	37.00			34.09
19	SYSA	Systems Analyst	37.00			34.09
			shift differential = \$0.83 / hr			

SCHEDULE "A"
Greater Victoria School District No. 61
CUPE 947 Regular Wage Rate Salary Grid

Salary Grid	Occ. Code	Classification	As at July 1, 2021 - 2% Increase			
			Regular Wage Rate per hour	REGULAR		SPAREBOARD Spareboard Wage Rate per hour
				Green Circled Wage Rate per hour	Red Circled Wage Rate per hour (no increase)	
1		No Positions	20.10			19.20
2		No Positions	20.60			19.62
3	OA	Office Assistant	21.20			20.10
4		No Positions	21.80			20.60
5		No Positions	22.38			21.20
6	SPVN	Student Supervisor	23.28			21.80
7	DR	District Receptionist	23.68			22.14
7	SA	School Assistant	23.68			22.14
7	SAE	School Assistant - ESL	23.68			22.14
7	SC	Secretarial Clerk	23.68			22.14
8	SLC	School Library Clerk	24.43			22.99
8	SMA	School Meals Assistant	24.43			22.99
9	CLA	Computer Lab Assistant	25.18			23.68
9	DO	Database Operator	25.18			23.68
9	SSLA	Secondary Science Lab Assistant	25.18			23.68
9	SISS	Student Information System Operator	25.18			23.68
10	AA1	Administrative Assistant I	26.18			24.42
10	CCC	Career Centre Coordinator	26.18			24.42
11	ABA	ABA Assistant	27.26			25.18
11	ACF	Accounts Clerk - Facilities	27.26			25.18
11	ACG	Accounts Clerk - General	27.26			25.18
11	ACI	Accounts Clerk - International Student Program	27.26			25.18
11	ACS	Accounts Clerk - Schools	27.26			25.18
11	AEA	Aboriginal Education Assistant	27.26			25.18
11	ACAT	Augmentative Communication & Adaptive Technology Asst.	27.26			n/a
11	CA	Cafeteria Assistant	27.26			25.18
11	ECE	Early Childhood Educator	27.26			25.18
11	EAG	Educational Assistant - General	27.26			25.18
11	SAA1	School Administrative Assistant I	27.26			25.18
11	TRCD	Transportation Coordinator	27.26			25.18
11	VLI	Visual Language Interpreter	27.26			25.18
12	AA2N	Administrative Assistant II - Non Supervise	28.31	29.15		26.18
12	AASS	Administrative Assistant II - Student Services	28.31			26.18
12	AAP	Administrative Assistant - Purchasing	28.31	29.55		26.18
12	BSP	Benefits Specialist	28.31			26.18
12	CLF	CommunityLINK Facilitator	28.31			26.18
12	EAB	Educational Assistant - Braille	28.31			26.18
12	EADB	Educational Assistant - Deaf/Blind	28.31			26.18
12	EAP	Educational Assistant - Physical	28.31			26.18
12	ET1	Electronics Technician I	28.31			26.18
12	FRCD	Facilities Rental Coordinator	28.31			26.18
12	HRSD	HR Systems Specialist - Dispatch/Absences	28.31			26.18
12	HRSR	HR Systems Specialist - Records	28.31			26.18
12	PSP	Payroll Specialist	28.31			26.18
12	RSEC	Registrar Secretary	28.31			26.18

			As at July 1, 2020 - 2% Increase			
Salary Grid	Occ. Code	Classification	REGULAR			SPAREBOARD
			Regular Wage Rate per hour	Green Circled Wage Rate per hour	Red Circled Wage Rate per hour (no increase)	Spareboard Wage Rate per hour
13	AA2S	Administrative Assistant II - Supervising	29.55			27.26
13	DEA	District Educational Assistant	29.55			27.26
13	HPC	Homestay Coordinator	29.55			27.26
13	ITSS	ITL Support Specialist	29.55			27.26
13	SAA3	School Administrative Assistant III	29.55			27.26
13	SCT	School Technologist	29.55			27.26
13	SHRA	Senior HR Records & Data Analyst	29.55			27.26
13	SMAS	Senior Management Assistant	29.55			27.26
14	AACF	Assistant Accountant - Management & Reporting	30.72			28.33
14	AACP	Assistant Accountant - International Student Program	30.72			28.33
14	PAAC	Assistant Accountant - Payroll	30.72			28.33
14	BT	Building Technologist	30.72			28.33
14	FACA	Financial Accounting Assistant	30.72			28.33
14	ITST	ITL Support Team Leader	30.72			28.33
14	RAC	Reconciliation Accountant	30.72			28.33
14	RLS	Rentals & Leasing Supervisor	30.72			28.33
15	BYR	Buyer	32.00			29.55
15	ET2	Electronics Technician II	32.00			29.55
16	FASS	Facilities Administration Systems Supervisor	33.33			30.72
16	HRSP	Human Resources Systems Supervisor	33.33			30.72
16	SBT	Senior Building Technologist	33.33			30.72
17	DCP	Digital Content Publisher	34.78			32.02
17	NSC	Network Systems Coordinator	34.78			32.02
18	BYSR	Senior Buyer	36.23			33.32
18	SSDA	Student Systems & Data Analyst	36.23			33.32
19	ITTL	Information Technology Team Leader	37.74			34.77
19	NCS	Network and Communications Supervisor	37.74			34.77
19	SSSD	Senior Student Systems & Data Analyst	37.74			34.77
19	SYSA	Systems Analyst	37.74			34.77
			shift differential = \$0.84 / hr			

LETTER OF UNDERSTANDING #1

between

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 947**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 382**

RE: Jurisdictional Anomalies

WHEREAS the Parties noted herein recognize that there currently exists a number of jurisdictional anomalies, and a potential for future anomalies; and

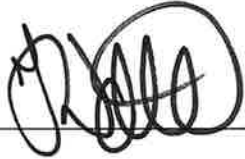
WHEREAS these anomalies may give rise to jurisdictional uncertainty and/or disputes, which can adversely affect employees and the delivery of educational services to students in District No. 61;

THEREFORE the Parties agree to the following procedure and principles in dealing with current and future jurisdictional matters:

1. Where one or more of the Parties believes a jurisdictional question needs to be addressed, they shall contact the other Parties, in writing, defining the question and requesting a meeting;
2. Where there is a request for a meeting, pursuant to item 1, representatives of the Parties shall meet at their earliest convenience;
3. In making every reasonable effort to resolve the jurisdictional question(s), the Parties shall be guided by the following:
 - (a) The respective Union certifications;
 - (b) The relevant provisions of the respective collective agreements;
 - (c) The interest of the affected employees;
 - (d) The operational requirements;
 - (e) The existing duties and qualifications;


4. Where the Parties are unable to achieve a mutually agreeable resolution within thirty (30) days, or such longer period as may be agreed to by the Parties, then the matter shall be submitted to a single arbitrator named by agreement of the Parties for the sole purpose of adjudicating disputes arising under this provision;
5. It is understood that, where the Parties are agreed, the question may be adjudicated based on written submission to the arbitrator, otherwise they shall conduct a hearing in the normal manner.

Dated this _____ day of _____




On behalf of the Employer


On behalf of CUPE Local 947


On behalf of CUPE Local 382

LETTER OF UNDERSTANDING #2

between

**BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 947**

RE: Accommodation

Preamble

In accordance with the collective agreement, the parties recognize that prevention of injuries and rehabilitation of disabled employees are equally important goals. The parties further recognize that accommodation is part of a continuum of rehabilitation.

The Employer and the Union are committed to a voluntary, safe accommodation that addresses the needs of those able to return to work.

Accommodation will recognize the specific health needs of each individual employee who participates. Jobs modified or created are specific to the employee's individual needs or requirements.

An employee's participation in an established accommodation is voluntary. An employee's participation or non-participation in the program will not be the basis for any disciplinary action. Participation must include the consent of the employee's physician, with input from other health care professionals, as appropriate.

(a) **Types of Initiatives**

Accommodation may consist of one or more of the following:

1. **Modified Work:**

Not performing, or altering, the full scope of duties through modifying the current position; Current position.

- (a) Transitional work.
- (b) Vacant or new position.
- (c) Attaining a position through the deployment process.

2. **Graduated Return to Work:**

Not working regular number of hours.

3. **Rehabilitation:**

Special rehabilitation programs.

4. **Ergonomic Adjustments:**

Modifications to the workplace (materials and/or equipment).

(b) **Rate of Pay and Appraisal Period**

Employees receiving special placement under this Letter of Understanding shall be paid the rate for the job in which they are placed. See Article 16.05 regarding Appraisal Period.

(c) **Re-orientation to the Workplace**

A departmental orientation will be provided for the employee, as well as a general work site orientation, if necessary, for an employee who has been off work for an extended period of time.

(d) **Expedited Accommodation Process**

The Union and District will each assign a representative to manage the accommodation process in an expedited and informal manner. Both representatives may also assign a designate. The Union representative (or designate) shall be granted leave without loss of pay for any work performed managing the accommodation process. These two (2) representatives will make every effort to manage and resolve the accommodation process as described in this document.

Should these two (2) representatives be unable to resolve an individual accommodation then the Accommodation Committee, as described in (e) below, shall be called.

(e) **Accommodation Committee**

The parties agree to form an Accommodation Committee consisting of up to three (3) representatives from the Union and up to three (3) representatives of the Employer in addition to the District Health and Safety Officer. Employees who are members of the Committee shall be granted leave without loss of pay to participate in the Committee process.

Purpose

The purpose of the Committee is to promote the philosophy and encourage the introduction of accommodation.

Role and Function

The roles and functions of the Committee are as follows:

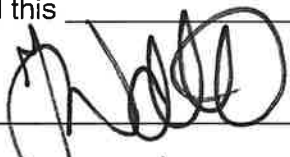
1. Assist in the development of processes and structures for accommodation in the work site(s);


2. Act as an advisor to employees and the Board on accommodation in the work site(s);
3. Request information and provide feedback concerning individual employee accommodation;
4. Prior to entry into an accommodation, the Committee and the employee shall discuss the planned program and its duration. The details of the proposed accommodation will be confirmed in writing to the employee, the Board and the Union;
5. The employee, union and employer must be in agreement.

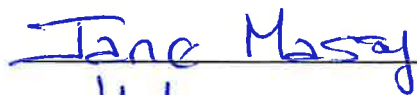
Responsibilities


1. Determine, in conjunction with the employee and the physician, the capabilities of the disabled employee.
2. Determine if the employee can return to their current position.
3. Determine if the current position can be modified to accommodate the disabled employee.
4. Determine if part time positions are available for those unable to manage a full shift.
5. Determine if alternative work is suitable.
6. Develop an individual program for the employee and keep the employee actively involved in the plan by maintaining continuous contact.
7. Communicate potential problems to the Board and the Union.
8. Maintain a liaison with the Joint Health and Safety Committee.
9. Keep a confidential record of meetings.

Dated this _____ day of _____




 On behalf of the Employer




 On behalf of CUPE Local 947

LETTER OF UNDERSTANDING #3

between

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 947

RE: Work Experience Placement Agreement

The Employer and the Union agree that the provision of work experience for secondary students or other participants of recognized training or job re-entry programs is in the best interest of the community as a whole and the individuals in particular. The purpose of this Letter of Understanding is to set in place the framework within which work experience placements shall operate.

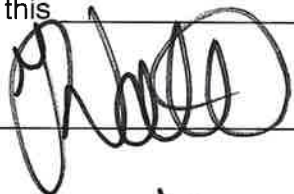
The following terms and conditions must be met in order for a work experience placement to be acceptable:

1. Any placements must be first approved by the Human Resource Services and CUPE Local 947.
2. For the purpose of this agreement, work experience placements are identified as follows:
 - (a) A work experience placement is designed to introduce individuals to specific work experiences and skills by placing the individual in a working environment in order that the individual can experience first hand the demands of the workplace, jobs and skills they will face when entering the work force;
 - (b) Such placement shall not exceed twenty (20) working days without mutual agreement between the parties.
3. Before entering into a Work Experience Placement Agreement:
 - (a) the Union will receive written notification of the intent to place an individual on work experience.
 - (b) The Union and the Employer will determine if the placement involves CUPE work:
 - (i) If so, the work experience placement shall be signed by the Employer, the Union, the employee trainer and the individual placement. The Union will receive a copy;
 - (ii) If not, the Union and the Employer shall sign the agreement contingent on the placement not involving CUPE work.

- (c) If concerns arise which cannot be resolved by the Employer and the Union, such placement may be terminated.
4. General occupational health and safety training shall be given to an individual prior to a Work Experience placement.
 5. Prior to the start of a placement the individual will be given an orientation by a union representative as to the role of the Union in the workplace.
 6. On the first (1st) day of the work experience placement the individual will be given a site specific occupational health and safety orientation before any hands-on tasks are performed.
 7. It is the joint responsibility of the School District and the Union to ensure that the individual has all appropriate safety equipment needed for that work site as required by the *WorksafeBC*.
 8. It is the responsibility of the School District and/or the *Ministry of Education, Skills & Training* to provide liability insurance coverage for any individual being placed in a work experience placement.
 9. The individual on a work experience placement must be supervised at all times by the employee trainer. At no time will an individual on a work experience placement be allowed to perform hands-on work unsupervised by the employee trainer.
 10. Where the workplace being considered for a work experience placement operates on a two (2) or three (3) shift basis, (Monday to Friday), every effort will be made to place the individual on the first (day) shift. Where this criterion cannot be met the Union must be notified in advance of any variation.
 11. Wherever possible, individuals will not be placed in a work area where confidentiality of records must be maintained. Where exclusion from such area is not possible individuals must be given instruction concerning the protection of confidentiality.
 12. Regular meetings between the Union and the Employer will be held to discuss the status of work experience placements.


Please refer to Article 34

Dated this _____ day of _____.



On behalf of the Employer




On behalf of CUPE Local 947

LETTER OF UNDERSTANDING #4

between

**BOARD OF EDUCATION
OF SCHOOL DISTRICT NO. 61
(GREATER VICTORIA)**

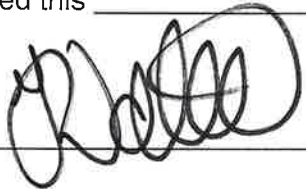
and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 947**

RE: Consultation Process


In accordance with Board Policies & Regulations, the Board of Education and CUPE 947 support and encourage the access and participation of support staff in school consultation processes.

Dated this _____ day of _____.






On behalf of the Employer


On behalf of CUPE Local 947

LETTER OF UNDERSTANDING #5

between

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 947**


RE: Bridging employees who work less than twelve (12) months a year and do not receive LTD payments in July and August

As a result of the expected savings from increasing the probationary period from three (3) to six (6) months, the parties have agreed to provide employees who work less than twelve (12) months a year who do not receive their long term disability payments with these payments for the months of July and August. The payments will be based upon the monthly LTD benefit as identified by Desjardin Financial Security. Notwithstanding the above, this agreement will also apply to employees who due to operational reasons do not have a layoff in July or August.

The increased costs of these payments in the summer months will be covered by the expected savings from increasing the probationary period. Should these payments in the summer months result in costs greater than the expected savings, the parties will be required to meet to determine how best to correct any shortfall. In such a case, any previous surpluses will be credited towards addressing a future deficit.

Failure to come to agreement within thirty (30) days of the shortfall being identified will result in a return to the language of article 15.02 (probationary period) and article 22.01 (entitlement) of the 2006-2010 collective agreement. It will also result in an end to providing the above payments to employees on LTD. In addition, the language of (new) article 22.08 – Emergency Sick Leave Plan will also be removed from the collective agreement.

Dated this _____ day of _____.




On behalf of the Employer




On behalf of CUPE Local 947

LETTER OF UNDERSTANDING #6

between

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

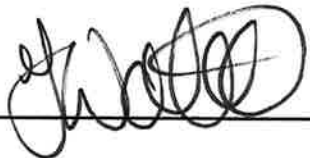
and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 947**

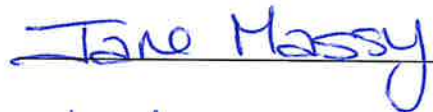
RE: School Closures and Travel Disruption


- (a) In the event of school closures due to a Board ordered closure, employees are not required to report to their assigned work stations. Employees will be paid for the duration of the Board ordered closure.
- (b) If Schools are open, employees will make every effort to safely travel to their school, they will report their absence using the ADS system. This option should only be used when there is a significant safety risk and no alternative travel options are available.
- (c) In the event of unforeseen circumstances including road closures, floods, slides, washouts, or when travel advisories are issued advising public not to travel, prevents employees reporting to their school, employees will report their absence using the ADS system.
- (d) Employees unable to report to their schools due to circumstances in (b) or (c) above will be entitled to claim one day of paid leave in accordance with Article 24.12, Family Leave.

Dated this _____ day of _____.




On behalf of the Employer




On behalf of CUPE Local 947

LETTER OF UNDERSTANDING #7

Between

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 947

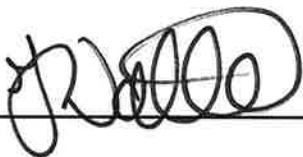
RE: Service Improvement Allocation

The District has identified \$198,959.38 to increase the number of funded hours allocated to schools for additional Education Assistant hours in order to improve the quality of continuity of services to students throughout the school day.

The District will continue to allocate funding to schools for Education Assistant positions on the basis of a school's student population with designations and vulnerability rating.


The letter of agreement does not obligate the District to provide funding beyond the \$198,959.38.

Dated this _____ day of _____.




On behalf of the Employer




On behalf of CUPE Local 947

LETTER OF UNDERSTANDING #8

Between

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES

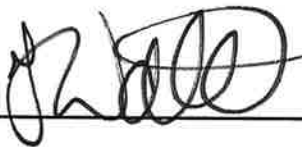
LOCAL 947

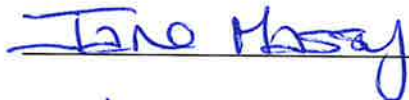
RE: 17.13 Deployment

Prior to the June Rounds of Deployment Process, the employer and the union will meet to review the postings for the following school year and the layoff list. The parties will also meet prior to the first round of postings in September to review the postings that have arisen since the June deployment.

The union may exempt any posting from the reassignment process under Article 17.13, and require that they be posted under Article 16.02.

Dated this _____ day of _____.







On behalf of the Employer



On behalf of CUPE Local 947

EMERGENCY SICK LEAVE

GUIDELINES

1. Confidential application for an entitlement from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the Worker's Compensation Act, and shall be subject to the approval of the Executive upon presentation of the appropriate medical documentation.
2. No allotment from the sick leave bank shall be approved unless, and until, the employee concerned has exhausted all of the following entitlements:
 - (a) Their entire accrued sick leave entitlement;
 - (b) Their entire time off in lieu of overtime, in accordance with Article 19.04 of the Collective Agreement;
 - (c) E.I. special medical benefits.
3. Where feasible, application for Emergency Sick Leave should be made fourteen (14) days prior to the expiry of the above entitlements. Failure to apply fourteen (14) day in advance may result in a disruption of pay.
4. No individual may exceed a lifetime maximum draw from the Emergency Sick Bank of one hundred thirty (130) days unless there are compelling extenuating circumstances which must be approved by the Executive.
5. The Executive shall give full consideration to:
 - (a) The reason for which the application for benefit is made.
 - (b) Medical documentation.
 - (c) Patterns of sick leave use.
6. The Emergency Sick Leave Fund entitlement scale shall be:

During 1st year of employment	no entitlement
During 2nd to 4th year of employment	five (5) days
During 5th to 7th year of employment	ten (10) days
During 8th to 9th year of employment	twenty (20) days
During 10th to 14th year of employment	thirty (30) days
During 15th to 19th year of employment	thirty-five (35) days
Upon completion of 20 years employment	fifty (50) days
7. Where based on the foregoing the Executive considers a recommendation to grant benefits from the emergency Sick Leave Bank inappropriate, the member affected shall be so notified and given the opportunity, within seven (7) days, to make representation to the Executive, or have representation made of their behalf.

8. Once the Executive has given full and fair consideration to an application for benefits pursuant to Article 22.05 of these guidelines, then recommendation or non-recommendation shall be immediately communicated in writing by the Union Recording Secretary or designate to the Payroll Office.

EMERGENCY SICK LEAVE

PROCEDURE SHEET

Application Form for Emergency Sick Leave

The following procedure outlines the process for notifying the Union Executive of the annual emergency sick leave accrual and usage:

The Annual Accrual

The Payroll Office will annually produce a reconciliation of emergency sick leave accrual and usage. This report will identify the accrued sick leave hours available for distribution during the following year. The report will be issued as early as practicable upon the conclusion of each calendar year.

The Monthly Usage Report

Once a month, following the last pay of the month, the Payroll Office will forward to the Union Executive a report that will identify the emergency sick leave usage. The report will contain a list of employees who received emergency sick leave payments and the number of hours to be withdrawn from the annual accrual.

PAID LEAVE FOR UNION BUSINESS REPORT

PROCEDURE SHEET

After each pay period, a Paid Leave for Union Business Report is produced from information received on employee timesheets. This report is produced by Information Systems and Services and given to the Salary and Benefits Control Clerk, in the Payroll Office. The clerk indicates next to each employee's name the percentage of vacation pay to which the employee is entitled. The Salary and Benefits Control Clerk then gives this report to the Union for verification. Once the Union has indicated its approval (by initialing the report and returning it to the Human Resource representative), the report is delivered to Financial Services for billing purposes.

APPENDIX A

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

The K-12 Presidents' Council and Support Staff Unions ("the Unions")

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

1. Term

July 1, 2019 to June 30, 2022

2. Wages Increases

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

3. Local Bargaining

Provide funding to the local support staff tables for service enhancements that are beneficial to students and as otherwise consistent with the 2019 Sustainable Services Negotiating Mandate in the amount of:

Year	Amount
2019/2020	\$0
2020/2021	\$7,000,000
2021/2022	\$7,000,000

The \$7 million is an ongoing annual amount.

This money will be prorated according to student FTE providing that each district receives a minimum of \$15,000 annually.

4. Benefits

Provide annual ongoing funding to explore and implement enhancements to the Standardized Extended Health Plan including consideration of an addiction treatment support program as below:

Year	Amount
2019/2020	\$1,000,000
2020/2021	\$3,000,000
2021/2022	\$3,000,000

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the support staff unions.

Any residual from the 2019-2022 for benefits standardization will be allocated to training initiatives under the Support Staff Education Committee

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEBT and utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs School Districts), treatment cost consideration, and relapse response.

- a. 2010-2012 FLOU – remaining balance of \$477,379
- b. Work Force Adjustment – remaining balance of \$646,724

5. Safety In the Workplace

The Parties agree that, in accordance with WorkSafe BC regulations, safety in the workplace is an employee right and is paramount. The Parties commit to providing a healthy and safe working environment which includes procedures to eliminate or minimize the risk of workplace violence. The Parties will work collaboratively to support local districts and unions to comply with all WorkSafe BC requirements.

Information relating to refusing unsafe work, and workers' rights and responsibilities, and employer responsibilities, as provided by WorkSafeBC is attached to this PFA for information purposes.

The Parties will establish a Joint Health and Safety Taskforce of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. Each Party will consider the appointment of subject matter experts in occupational health and safety, and special education.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

The work of this joint taskforce will be completed by January 1, 2020 and will include:

- Developing a joint communication to school districts and local unions on the obligation to report and investigate incidents including incidents of workplace violence.
- Reviewing and developing a Joint Health and Safety Evaluation Tool for the K-12 sector to ensure compliance with WorkSafe BC regulations.
- Identifying and developing appropriate training. This may include use of the evaluation tool, non-violent crisis intervention, ABA, incident reporting and investigations, and employee rights and responsibilities under WorkSafe BC regulations including the right to refuse unsafe work. Training implementation will fall under the mandate of the SSEC.

Utilizing the developed Health and Safety Evaluation Tool for K-12 sector, a joint evaluation shall be performed by a union member appointed by the local union and a representative appointed by the employer. This evaluation shall be on paid time (up to a maximum of three and a half (3.5) hours) and to be completed by March 31, 2021. The union agrees to cover any other costs incurred for the union member.

Copies of completed evaluations shall be provided to local presidents and employers as outlined on the evaluation tool.

The parties agree to commence the work of this taskforce upon approval of the Provincial Framework Agreement by both parties prior to the commencement of this PFA. Costs associated with this committee will be provided from existing SSEAC funds. These funds will be reimbursed with the funds provided under Section 9 Committee Funding.

6. Support Staff Education Committee (SSEC)

Structure:

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

Mandate:

The mandate of the committee is to manage the distribution of education funds for the following:

- a. Implementation of best practices to integrate skill development for support staff employees with district goals and student needs.
- b. Developing and delivering education opportunities to enhance service delivery to students.
- c. Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention.
- d. Skills enhancement for support staff
- e. EA curriculum module development and delivery
- f. These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations

Terms of Reference:

The SSEC shall develop, not later than December 31, 2019, terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Parties.

Funding:

There will be a total of \$1 million of annual funding allocated for the purposes set out above commencing July 1, 2019 for the term of this agreement.

7. Job Evaluation (JE) Committee

The Parties will continue and conclude the work of the provincial job evaluation steering committee (the JE Committee) during the term of this Framework Agreement. The objectives of the JE Committee for phase two are as follows:

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.

- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Identify training requirements to support implementation of the JE plan and develop training resources as required

It is recognized that the work of the committee is potentially lengthy and onerous. To accomplish the objectives expeditiously the Parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) on a fulltime basis if necessary to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined below is appropriate

The committee, together with consultant(s) if required, will develop a method to convert points into pay bands. The confirmed method must be supported by current compensation best practices.

The disbursement of available JE funds shall commence by January 2, 2020 or as mutually agreed.

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time has been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the Parties at key milestones during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be discussed and resolved by the Parties at that time.

The parties confirm that the \$900,000 of ongoing annual funds established under the 2014-2019 Provincial Framework Agreement will be used to implement the Job Evaluation Plan. An additional \$3 million of ongoing annual funds will commence on July 1, 2021.

8. Provincial Labour Management Committee (PLMC)

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

The PLMC shall not discuss specific grievances or have the power to bind either Party to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either Party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the agreement and agree to include Workplace Health and Safety as a standing agenda item.

9. Committee Funding

There will be a total of \$100,000 of annual funding allocated for the purposes of the Support Staff Education Committee and the Provincial Labour Management Committee. There will be a one-time \$50,000 allocation for the purposes of the Joint Health and Safety Taskforce.

10. Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE)

The Parties commit to a Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE) with the following objectives:

- a. Gathering data of existing support staff recruitment and retention challenges and projected demand in the sector
- b. Gathering data of existing offerings for applicable post-secondary programs, vocational programs and identify potential gaps in program offerings to meet projected demands
- c. Partnering with post-secondary schools and vocational training providers to promote support staff positions in school districts
- d. Marketing the support staff opportunities within the sector (eg. Make a Future)
- e. Targeted support for hard to fill positions

The representatives of the PLMC will mutually select a consultant to perform the work of the initiative. The consultant will report to the PLMC on key milestones and as otherwise requested. During the term of the agreement \$300,000 will be allocated for the purposes set out above.

11. Early Care and Learning Plan

In support of the Province's Early Care and Learning (ECL) Plan, the parties will pursue collaborative opportunities for the K-12 sector to support effective transitions for care and learning from the early years to kindergarten e.g. before and after school care.

12. Unpaid Work

In accordance with the *Employment Standards Act*, no employee shall be required or permitted to perform unpaid hours of work.

13. Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the administering of all support staff Employee Family Assistance Program (EFAP) plans.

14. Demographic, Classification and Wage Information

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

15. Public Education Benefits Trust

- a. **PEBT Annual Funding Date:** The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement On Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

16. Employee Support Grant (ESG)

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

17. Adoption of Provincial Framework Agreement (PFA)

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties no later than November 30, 2019.

18. Funding

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

19. Provincial Bargaining

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. \$200,000 will be allocated as of July 1, 2020.

Dated this ___12th___ day of July, 2018.

The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

**K-12 Presidents' Council and
Support Staff Unions**

**BC Public School Employers'
Association & Boards of Education**

Warren Williams (Local 15 - Metro)

Leanne Bowes, BCPSEA

Tracey Mathieson

Renzo del Negro, BCPSEA

Rob Hewitt

Tammy Sowinski, OLRC

Leslie Franklin (Local 703 - Fraser Valley)	Kyle Uno, SD36 Surrey
Nicole Edmondson (Local 3500 - Okanagan)	Robert Weston, SD40 New Westminster
Paul Simpson (Local 379 - Metro)	Jason Reid, SD63 Saanich
Marcey Campbell (Local 728 - Metro)	Marcy VanKoughnett, SD20 Kootenay-Columbia
Sylvia Lindgren (Local 523 - Okanagan)	Alan Chell, BCPSEA Board of Directors
Rolanda Lavallee (Local 2145 – North)	Ken Dawson, PSEC
Len Hanson. (Local 2298 – North)	Elisha Tran (Minute Taker)
Joanne (Jody) Welch. (Local 401- North Island)	
Fred Schmidt (Local 382 - South Island)	
Jane Massy (Local 947 - South Island)	
Michelle Bennett (Local 748 – Kootenays)	
Brent Boyd. (Local 407 - Metro)	
Patti Price (Local 1091 – Metro)	
Rod Isaac (Local 411 - Fraser Valley)	
Marcel Marsolais (Local 409 – Metro)	
Anne Purvis (Local 440 – Kootneys)	
Rob Zver (Local 606- North Island)	
Bruce Scott (WYMEA)	
Tim DeVivo. (IUOE Local 963)	
Corey Thomas	
Loree Wilcox	
Corinne Iwata (minute taker)	

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

The CUPE K - 12 Presidents' Council and Support Staff Unions ("the Unions")

Re: Employee Support Grant (ESG) after June 30, 2019

This Employee Support Grant (ESG) establishes a process under which employees covered by collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA after June 30, 2019.

1. The ESG will be available provided that:
 - a. A board and local union have a collective agreement which has been ratified by both parties no later than November 30, 2019 and,
 - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
 - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
 - b. The residual 25% of the employees' base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.

5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

Letter of Agreement ("Letter")

Between

BC Public School Employers Association ("BCPSEA")

And

The CUPE K - 12 Presidents' Council and Support Staff Unions ("the Unions")

Re: Public Sector General Wage Increases

1. If a public sector employer as defined in s. 1 of the Public Sector Employers Act enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Provincial Framework Agreement will be adjusted on the third anniversary of the 2019-2022 Provincial Framework Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Agreement will be effective during the term of the 2019-2022 Provincial Framework Agreement.

This information is provided for reference only and is current as of the date of drafting. Please visit www.worksafebc.com for current information.



Refusing unsafe work

Workers have the right to refuse unsafe work. If you have reasonable cause to believe that performing a job or task puts you or someone else at risk, you must not perform the job or task. You must immediately notify your supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation.

As an employer, workers are your eyes and ears on the front line of workplace health and safety. When workers refuse work because they believe it's unsafe, consider it an opportunity to investigate and correct a situation that could have caused harm.

If a worker refuses work because it's unsafe, workplace procedures will allow the issue to be properly understood and corrected. As a worker, you have the right to refuse to perform a specific job or task you believe is unsafe without being disciplined by your employer. Your employer or supervisor may temporarily assign a new task to you, at no loss in pay.

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

As a worker, you must immediately report the unsafe condition to a supervisor or employer.

As a supervisor or employer, you must investigate the matter and fix it if possible. If you decide the worker's concern is not valid, report back to the worker.

2. If a worker still views work as unsafe after a supervisor or employer has said it is safe to perform a job or task

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed. This investigation must take place in the presence of the worker and a worker representative of the joint health and safety committee or a worker chosen by the worker's trade union. If there is no safety committee or representing trade union at the workplace, the worker who first reported the unsafe condition can choose to have another worker present at the investigation.

3. If a worker still views work as unsafe, notify WorkSafeBC

If the matter is not resolved, the worker and the supervisor or employer must [contact WorkSafeBC](#). A prevention officer will then investigate and take steps to find a workable solution.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origines&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23u%3Dunsafe%2620work%26sort%3Drelevancy%26f%3Alanguage-facet%3D%5BEnglish%5D>

Note: WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit www.worksafebc.com for current information.

Worker Rights and Responsibilities:

On a worksite, everyone has varying levels of responsibility for workplace health and safety. You should know and understand your responsibilities – and those of others. If you're a worker, you also have three key rights.

Your rights

- The right to know about hazards in the workplace
- The right to participate in health and safety activities in the workplace
- The [right to refuse unsafe work](#) without getting punished or fired

Your responsibilities

As a worker, you play an important role in making sure you – and your fellow workers – stay healthy and safe on the job. As a worker, you must:

- Be alert to hazards. Report them immediately to your supervisor or employer.
- Follow safe work procedures and act safely in the workplace at all times.
- Use the protective clothing, devices, and equipment provided. Be sure to wear them properly.
- Co-operate with [joint occupational health and safety committees](#), worker health and safety representatives, WorkSafeBC prevention officers, and anybody with health and safety duties.
- Get treatment quickly should an injury happen on the job and tell the health care provider that the injury is work-related.
- Follow the treatment advice of health care providers.
- Return to work safely after an injury by modifying your duties and not immediately starting with your full, regular responsibilities.
- Never work under the influence of alcohol, drugs or any other substance, or if you're overly tired.

Employer Responsibilities:

Whether a business is large or small, the law requires that it be a safe and healthy place to work. If you are an employer, it is your responsibility to ensure a healthy and safe workplace.

Your responsibilities

- Establish a valid occupational [health and safety program](#).
- [Train](#) your employees to do their work safely and provide proper supervision.
- Provide [supervisors](#) with the necessary support and training to carry out health and safety responsibilities.
- Ensure adequate [first aid](#) equipment, supplies, and trained attendants are on site to handle injuries.
- Regularly [inspect](#) your workplace to make sure everything is working properly.
- Fix problems reported by workers.
- Transport injured workers to the nearest location for medical treatment.
- Report all injuries to WorkSafeBC that required medical attention.
- Investigate incidents where workers are injured or equipment is damaged.
- Submit the necessary forms to WorkSafeBC.

Supervisor Responsibilities:

Supervisors play a key role with very specific health and safety responsibilities that need to be understood.

A supervisor is a person who instructs, directs, and controls workers in the performance of their duties. A supervisor can be any worker – management or staff – who meets this definition, whether or not he or she has the supervisor title. If someone in the workplace has a supervisor's responsibilities, that person is responsible for worker health and safety.

Your responsibilities

- Ensure the health and safety of all workers under your direct supervision.
- Know the WorkSafeBC requirements that apply to the work under your supervision and make sure those requirements are met.
- Ensure workers under your supervision are aware of all known hazards.
- Ensure workers under your supervision have the appropriate [personal protective equipment](#), which is being used properly, regularly inspected, and maintained.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities>

Attachment 1



August 30, 2019

via email: wwilliams@cupe15.org

Mr. Warren Williams
Chair, K-12 Presidents' Council
CUPE

Dear Mr. Williams:

Re: Process of LIF consultation confirmation 2019-2022

As you are aware, BCPSEA will be responsible for confirming that genuine consultation has occurred regarding use of the Learning Improvement Fund for the term of the 2019 Provincial Framework Agreement. This process will apply to the LIF for the 2019/2020, 2020/2021 and 2021/2022 school years.

BCPSEA will require both the school district and the local union to confirm in writing that consultation of a genuine nature has occurred. BCPSEA will coordinate with the Ministry of Education to confirm consultation has been acknowledged which will in turn permit the release of LIF funds to a district.

Where the local parties are not in agreement that consultation of a genuine nature has occurred, BCPSEA commits to work with the school district and the local union to ensure the required process is completed by the local parties. BCPSEA proposes coordinating discussion of any such instances through the Provincial Labour Management Committee or the CUPE K-12 Coordinators (or appropriate non-CUPE representatives) where time is of the essence.

Yours truly,


Renzo Del Negro
CEO, BCPSEA

c Leanna Bowas, BCPSEA
Rob Hewitt, CUPE
Tracey Mathieson, CUPE
Chris Rathbone, PSEC Secretariat

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E-mail: communications@bcpsa.bc.ca Website: www.bcpsa.bc.ca