

# COLLECTIVE AGREEMENT

Between

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 606 (Mid-Island School Employees)

And

SCHOOL DISTRICT NO. 79  
(Cowichan Valley)

July 1, 2003 – June 30, 2006

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**A COLLECTIVE AGREEMENT**

FOR THE PERIOD

**July 1, 2003 – June 30, 2006**

**BETWEEN:** THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY)  
(Hereinafter called "The Board")

PARTY OF THE FIRST PART

**AND:** CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 606 (MID ISLAND SCHOOL EMPLOYEES)  
(Hereinafter called "The Union")

PARTY OF THE SECOND PART

**WHEREAS** it is the desire of both parties to this Agreement:

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

**AND WHEREAS** for the purpose of implementing the spirit and intent of the foregoing and without surrendering any rights of the Board, it is agreed that changes in policy affecting the employees' security will be discussed with the Union prior to implementation.

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees of School District No. 79 (Cowichan Valley) for whom this Union has been certified be drawn up in an Agreement.

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

The Board reserves the sole right to hire and place employees subject only to the reservations as contained in this Agreement.

1. **DEFINITIONS**

- (a) Regular Employee - an employee who has completed his/her probationary period.
- (b) Probationary Employee - an employee who is serving a three (3) month probationary period in a regular position to determine his/her suitability as a Regular Employee.

- (c) Temporary Employee – an employee who is hired to fill in for absent regular employees on an irregular and unscheduled basis or is hired to fill a specific work requirement which is expected to be of limited duration.

Whenever a temporary employee fills a temporary position in excess of three (3) months of continuous service, he/she shall be redesignated to “regular employee” status.

All temporary employees shall be called in seniority order for any available work they are qualified to perform.

- (d) Temporary Position – to avoid confusion and conflict, a temporary position, as opposed to a temporary employee, is defined as follows:

“A temporary position is one created to fill a specific work requirement which is anticipated to be of limited duration. All temporary positions in excess of sixty (60) work days shall be posted as per Article 16(e)(iii). Temporary positions may be filled by either a temporary employee or a regular employee, dependent upon the requirements of the position. Prior to establishing and filling a temporary position of 21 days or more, it will be discussed with the Union to mutually establish the anticipated duration, the best manner of filling such a position, and the consequences of it being filled by a regular employee.”

- (e) Retirement - is the termination of employment in conformity with the provisions of the Pension (Municipal) Act.
- (f) Resignation - any voluntary termination of employment other than retirement.
- (g) Call-out - a "call-out" occurs only when an employee is brought back to work after having officially completed his/her duties for the day or week and has left the job in a normal manner.
- (h) Ten (10) months of continuous service shall constitute a full year of service for all purposes of this Agreement.

## 2. MANAGEMENT'S RIGHTS

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

## 3. RECOGNITION AND NEGOTIATIONS

- (a) The Board recognizes the Canadian Union of Public Employees and its Local 606 as the sole and exclusive collective bargaining agency for all of its employees save and except those specifically excluded by agreement or by law and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

The parties hereby agree to arbitrate the scope of the bargaining unit pursuant to Article 13.

- (b) Work of the bargaining unit: Work normally assigned to people within the bargaining unit shall not be undertaken by people outside the unit except in cases mutually agreed to by both parties.

#### 4. **HARASSMENT AND DISCRIMINATION**

##### (a) Discrimination

- (i) There will be no discrimination against any employee, or applicant for any position governed by the terms of this Collective Agreement, on the basis of age, race, sex or sexual orientation, colour, creed, religious or political affiliation, national origin or marital status.
- (ii) Every employee is equal under the terms of this Agreement and has the right to equal protection and benefit of this Agreement without discrimination based on race, national or ethnic origin, colour, religion, sex, sexual orientation, age, marital status, family status, physical disability, political affiliation or union activities.

##### (b) Sexual Harassment

- (i) All employees have the right to protection from sexual harassment.
- (ii) Sexual harassment is defined as any repeated and unwelcome sexual comment, suggestion or physical contact that creates an uncomfortable working environment for the recipient. It may also be a sexual advance, especially by a person in authority, that includes or implies a threat and/or reprisal made after a sexual advance is rejected.
- (iii) Complaints made under the terms of this Article shall be dealt with by the Board and Union under the terms of strictest confidence unless disclosure is required by law.

Any complaint alleging such sexual harassment shall be dealt with in the Grievance procedure and shall commence at Step III as outlined in Article 12.

#### 5. **UNION SECURITY**

- (a) The Board agrees that all present employees covered by the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union.
- (b) All new employees covered by the terms of this Agreement shall, within thirty (30) days of their employment, become and remain members of the Union as a condition of employment.
- (c) The Board shall require all new employees to execute an Assignment of Wages in duplicate, the forms to be supplied by the Union.
- (d) In the event that an employee fails to comply with the provisions of Clause (c) above, the Board shall forthwith terminate his/her employment.

## 6. CHECK-OFF OF UNION DUES

- (a) The Board agrees to honour a written assignment of all dues and assessments and will forward all monies so deducted to the Treasurer of the Union. The Union agrees to supply the Board with a letter stating that the assessment was duly authorized at a general meeting with the date of the meeting indicated.
- (b) Deductions shall be made from the bi-weekly payroll period and shall be forwarded to the Secretary-Treasurer of the Union accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made, together with the amounts and hours worked in each case.
- (c) Dues Receipts - At the same time that income tax (T-4) slips are made available, the Board shall note the amount of union dues paid by each member in the previous year.

## 7. THE BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

### (a) New Employees

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

### (b) Copies of Agreement

New employees shall be presented with a copy of this Agreement by the Board on commencement of employment.

- (c) The Board agrees to forward a copy of the letter of appointment sent to each new employee to the Union Secretary.

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

## 8. CORRESPONDENCE

Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Secretary-Treasurer of the Board and the Recording Secretary of the Union with a copy to the Area Secretary.

## 9. COMMITTEES

### (a) Joint Consultation Committee

- (i) A Joint Consultation Committee, established under Section 53 of the Labour Code of British Columbia, shall have the mandate to facilitate communication between the Board and the Union.
- (ii) The Committee shall comprise of eight (8) members in total with each party to the Agreement having four (4) representatives. The Board's representation shall have at least two (2) Trustees as members. The Chair of the Committee shall rotate annually between the parties.

(b) Labour Management Committee

A Labour Management Committee shall be established.

(i) Membership

The membership of the Committee shall total eight (8) with each party nominating four (4) members. The representatives from the Board shall be the Superintendent of Schools or his designate, the Secretary-Treasurer and members of the Administrative Staff of the Board named by the Board. The Committee shall be chaired on a meeting rotation basis by a member from each party. A secretary shall be appointed by the Committee and the minutes from each meeting shall be circulated to all work sites in the School District.

(ii) Meeting Schedule

The Committee shall meet at least bi-monthly on a regularly scheduled date during working hours but may also meet upon request of either party. Such special meetings shall be held within five (5) days of the request being made, during working hours, and the agenda for the regular meetings shall be published to the members of the Committee at least five (5) days prior to the meeting date. No employee shall suffer loss of pay for time spent in the work of the Committee.

(iii) Function

The purpose of the Committee is to review in general terms questions of general working conditions and suggestions/proposals for better operation of the District, and to endeavour to make improvement of the operations that may avoid misunderstandings and the filing of grievances.

The Committee shall not have jurisdiction over any matters that are subject to the collective bargaining process, or the administration of the Collective Agreement. Nor shall the Committee have the power to bind the parties to the Collective Agreement to any decision or conclusions reached in their deliberations.

**10. LABOUR MANAGEMENT RELATIONS**(a) Bargaining Committee

A Bargaining Committee shall be appointed. The Board's representatives shall include at least one (1) Trustee, and there shall be not more than six (6) representatives of the Union. The Union will advise the Board of the Union nominees to the Committee.

(b) Function of Bargaining Committee

All matters of mutual concern pertaining to rates of pay, hours of work, collective bargaining and working conditions, shall be referred to the Bargaining Committee for discussion and settlement.

(c) Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Board. Such representatives shall have access to the Board's premises in order to investigate and

assist in the settlement of grievances providing the representatives shall first request such access from the appropriate Executive Staff member.

(d) Meeting of Committee

In the event that either party requests a meeting of the Committee, such requests shall be made in writing and shall indicate the subject matter proposed for discussion. The meeting shall be held at a time and place fixed by mutual agreement.

(e) Technical Information

The Board shall make available to the Union, on request, information required by the Union such as job descriptions, position in the bargaining unit, job classifications, wage rates, pension and welfare plans, required for collective bargaining purposes.

(f) Negotiations

Any four (4) employees of the Board on the Union's Bargaining Committee shall be allowed leave of absence with pay for the purpose of contract negotiations with the Board. Where permission by the appropriate member of the Executive Staff has been granted to members of the Union to leave their employment temporarily in order to carry on negotiations for the Union with another employer, such leave shall be granted without pay.

**11. RESOLUTIONS AND REPORTS OF THE BOARD**

The Board agrees that any reports or recommendations about to be made to the Board or a Committee of the Board dealing with matters in any way affecting its employees will be communicated to the Union before they are dealt with by the Board or a Committee of the Board, so as to afford the Union a reasonable opportunity of considering them and if necessary speaking to them when they are dealt with by the Board. Members of Local 606 will become formally involved in Board committees.

**12. GRIEVANCE PROCEDURE**

(a) Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the rights and duties of the Union Grievance Committee and the Union stewards. The steward may assist any employee which the steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.

(b) Settling of Disputes

Should a dispute arise between the Board and any employee regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation has been made that this Agreement has been violated, or should any other dispute arise, an earnest effort should be made to settle the dispute in the following manner. Any differences arising between the parties shall be brought forward within twenty (20) working days of the alleged occurrence of a dispute and resolved without work stoppage. All grievances and replies shall be in writing.

Step 1

Within ten (10) working days the steward shall attempt to resolve the dispute with the employee's immediate supervisor. The supervisor shall respond, in writing, within three (3) working days. Failing settlement, then

Step 2

Within ten (10) working days of the completion of Step 1, the Union Grievance Committee and the Secretary-Treasurer shall attempt to resolve the dispute. The Secretary-Treasurer shall respond, in writing, within ten (10) working days. Failing settlement, then

Step 3

Within ten (10) working days of the completion of Step 2, the Union Grievance Committee and a designate of the Board, along with at least one (1) School Trustee, shall attempt to resolve the dispute. The employer shall respond, in writing, within ten (10) working days. Failing settlement, then

Step 4

Within fifteen (15) working days of the completion of Step 3, the grievance may be referred to arbitration by either party.

(c) Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this article may be bypassed.

(d) No employee will be required to attend interviews with management on the subject of the grievance without Union representation.

(e) Time limits to the grievance procedure may be extended by mutual consent of the parties.

(f) Processing of Grievances

In order to carry out negotiations with the Board with respect to a grievance, employees shall suffer no loss of pay for the time so spent, it being understood that permission for such leave shall first be obtained from the appropriate member of Executive Staff.

**13. ARBITRATION**

(a) Should a dispute not be resolved in accordance with article 12 above within fifteen (15) working days of completion of Step 3 of the grievance procedure then the matter shall be referred to a Board of Arbitration of three (3) members. One (1) member shall be appointed by the Board and one (1) by the Union. The third member shall be the Chairman of the Arbitration Board and shall be appointed by the two members appointed by the parties. Should the parties' appointees be unable to agree on a Chairman within five (5) days of the appointment of the member last appointed, then the Chairman shall be appointed by the Minister of Labour of the Province of British Columbia. The majority decision of the Board of Arbitration shall be final and binding upon the Board, the Union,

and the employee(s) concerned. Each party shall pay the expenses of their appointees and one-half of the expenses of the Chairman.

- (b) Should the Board of Arbitration find that an employee has been suspended or dismissed for other than cause, the Board of Arbitration may direct the Board to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension or discharge, or such lesser sum as in the opinion of the Arbitration Board is fair and reasonable.
- (c) Wherever a stipulated time limit is mentioned in this Agreement, the said time limit may be extended by mutual consent of both parties.
- (d) Single Arbitrator

Notwithstanding the above, the parties may by mutual agreement refer the dispute to a single arbitrator, with each party sharing equally in the costs of the arbitrator.

- (e) Alternate Arbitration Process
  - (1) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Mr. John Kinzie or Ms. Heather Laing, or a substitute agreed to by the parties, shall at the request of either party,
    - (i) investigate the difference;
    - (ii) define the issue in the difference; and
    - (iii) make written award to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
  - (2) The parties may invoke Sections 87, 104 or 105 of the B.C. Labour Code to facilitate the settlement of grievances.
  - (3) Decision Under This Section

Where this Section is utilized rather than arbitration being implemented, the decision shall be final, binding and enforceable on all parties.

#### **14. DISCHARGE, SUSPENSION AND DISCIPLINE**

- (a) An employee to be discharged or suspended by the Superintendent or designate, or the Secretary-Treasurer, for just and reasonable cause, shall be given the reasons in the presence of the Union Steward and the reasons shall be confirmed in writing to the employee concerned and the Union.
- (b) Unless otherwise decided under the grievance procedure, suspension will mean loss of pay for the time or the duration of the suspension.
- (c) Crossing of Picket Lines

The Board agrees that no employee shall be required to cross any picket line legally established by a bona fide trade union.

- (d) Members of the Canadian Union of Public Employees Local 606, employed by School District No. 79 (Cowichan Valley) will not be required to handle the products of firms that have been declared "hot" by an edict issued by the B.C. Federation of Labour. Products already purchased in transit or on hand prior to the commencement of such an action shall not be considered as "hot cargo".

- (e) Political Action

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, B.C. Federation of Labour or Canadian Union of Public Employees. Local 606 will endeavour to give the Board as much notice as possible in the event of any action.

- (f) Right to have Steward Present

An employee shall have the right to have his/her steward present where a supervisor intends to interview an employee for disciplinary purposes. The supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward to be present at the interview.

- (g) Personnel Records

An employee shall have the right at any time to have access to and review his/her personnel records.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

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

Where a written reprimand is placed in the personnel file of an employee, by mutual agreement of the parties to this Agreement the document may be removed after two (2) calendar years after filing provided that no reprimand of a similar nature has been subsequently filed.

When the employee is viewing the file an appropriate School District employee shall be present and the employee may be accompanied by an individual of his/her choosing.

## 15. SENIORITY

- (a) Seniority Defined

Seniority is defined as the length of service in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force and recall, as set out in the other provisions of this Agreement.

Recognizing the provisions of Section 15(f), seniority shall operate on a unit-wide bargaining basis.

(b) Seniority List

An up-to-date seniority list and job posting schedule shall be sent to the Union and posted on all bulletin boards in April and October of each year.

(c) Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of three (3) months from the date of initial regular appointment. After completion of the probationary period, seniority shall be effective from the original date of employment.

(d) Loss of Seniority

An employee shall only lose his/her seniority in the event that he/she is discharged for just causes and is not reinstated, or he/she resigns.

(e) Seniority Accrual

Seniority, retroactive to the initial date of employment, shall be established following forty (40) working days of service as an employee within a six (6) month period following the date of entering employment. The six (6) month period shall be on a sliding scale.

Employees shall be eligible for benefits only after the successful completion of their probationary period as defined in Article 1(b).

(f) Teachers' Assistants

For educational reasons a Teachers' Assistant who has been appointed or assigned to a one-on-one Special Needs student shall not be entitled to claim seniority rights in the event of lay-off against another one-on-one Special Needs position during the balance of that school year. Teachers' Assistants will have full seniority rights within the bargaining unit to apply for any other position in any other classification for which they are qualified. At the beginning of the school year in September any Teachers' Assistant who has been laid off in the previous school year will have full seniority rights to any Teachers' Assistant position as of September 1 in that year. Any Teachers' Assistant who has been laid off during the school year shall have full seniority rights to any new Special Needs position created during that school year. The Board shall provide to the Union not later than September 25th in each year the list of Special Needs Assistants positions established for the year.

(g) Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit within a twelve (12) month period. If an employee returns to the bargaining unit within twelve (12) months, he/she shall revert to his/her former position. If the former position no longer exists he/she shall be placed in a position of equal classification or where none are available a position of lesser classification consistent with his/her seniority.

**16. PROMOTIONS AND STAFF CHANGES**

## (a) Both parties recognize

- (i) the principle of promotion within the service of the Board;
- (ii) that job opportunity should increase in proportion to length of service.
- (iii) Skill enhancement or upgrading programs for which the District provides or pays tuition shall be available to employees currently in the assignment to which the program applies. If space is available it may be offered to other interested employees, at no cost to the Board.

Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications for the position applied for.

- (b) All promotions or transfers by employee applications shall be for a trial period of three (3) months. If the staff change is not confirmed, or if the employee is unable to perform the duties, the appointee shall revert to the position held prior to the staff change.

If a further extension of the trial period is required, it shall be by mutual agreement between the Board and the Union.

- (c) Acceptance of employment shall constitute acceptance of terms and conditions set out in this Agreement.
- (d) When a new position is created or when a vacancy occurs, which shall include the resignation of an incumbent, the Board shall immediately notify the Union in writing. These vacancies shall be bulletined by the Board for a minimum of one week, so that all members will know about the vacancy or new position.
- (e) Information in Postings

Such notice shall contain the following information: nature of position, location, qualification, required experience and education, shift, specific daily hours of work, hourly rate of pay.

Qualifications and requirements shall be those indicated on the job descriptions.

- (f)
  - (i) By September 30th of each school year all regular part-time employees who wish to increase hours shall be required to submit in writing to the Board a letter indicating this intent. The Board shall, in consultation with the Union, draw up a list annually by seniority of all regular part-time employees who wish to increase hours or gain full employment by accepting a temporary position.
  - (ii) Temporary positions of an anticipated duration of more than thirty (30) work days but less than sixty (60) shall be offered to part-time employees on the list in order to allow them to increase their hours or gain full employment.
  - (iii) When a temporary vacancy in excess of sixty (60) work days is created the position shall be posted and the one subsequent vacancy shall also be posted. Any further vacancy shall be filled from the list (i.e., an employee with less than full-time may elect to claim the vacancy).
  - (iv) It is understood that temporary postings shall be filled by employees who, as a result of the posting, will receive additional hours or an increase in salary. Further, any employee claiming a temporary posting shall complete that posting before reverting to their regular assignments.

- (v) Part-time employees who combine positions to increase their hours of work shall only be allowed to combine hours that are compatible.

(g) Temporary Transfer

The Board may, in emergent circumstances, with the consent of the Union and the affected employee, transfer a Teacher Assistant from one position to another for a period of not more than sixty (60) calendar days. No employee will suffer any loss of time, hours, wages and benefits. If transferred to a higher paying position the employee shall receive the rate of pay for that position. When an employee is transferred in accordance with the terms of this clause his/her position shall be filled.

- (h) Should a student with a Special Needs Assistant be moved to a different school within the District, the incumbent Assistant shall have first priority for the relocation.

**17. LAY-OFFS AND RECALLS**

- (a) Although the Board does not desire to reduce the work force or hours of work, it is recognized that circumstances may require such action. In making such reductions, the Board and the Union will consult to ensure that such actions are orderly and taken so that seniority is applied.

Prior to any lay-offs or reduction in hours of work of regular employees, the Board will consult with the Union through the Union Executive (Cowichan Unit). Consultation may include examination of options other than layoff or reduction in hours of work, upon which the Board and the Union may reach agreement.

(b) Notice of Lay-off

The Board shall notify regular employees who are to be laid off fifteen (15) working days before the lay-off is to be effective. If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of lay-off, he/she shall be paid in lieu of work for that part of fifteen (15) days during which work was not made available. All positions shall be posted through regular posting procedures. Any vacancies remaining unfilled by the competition process shall be filled by the recall process, and those qualified employees with recall rights shall be the first hired for such vacancies. This provision shall apply for a period of eighteen (18) months from the date of lay-off.

- (c) Except as provided in Article 14, the Board, when terminating the employment of any regular employee employed on a monthly basis, shall give one (1) month's notice, and any such employee may resign on giving the Board one (1) month's notice; provided that this clause shall not apply to temporary lay-offs.

- (d) In the event of a lay-off, employees should be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less-senior employee. The right to bump shall include the right to bump up.

It is understood that qualified means the ability to fully perform the duties of the job with a brief period of time allowed for familiarization.

It is also implied that the provisions of Clause 16, Section (b), do not apply in the bumping process and period of familiarization.

- (e) Employees shall be recalled in the order of their seniority if qualified.
- (f) In the event of an employee being laid off, bumped or having his/her hours reduced, the Board shall provide that employee and the Union with a complete list of job assignments and a current seniority list.
- (g) If a person has been bumped or his/her position has been eliminated and the position from which he/she has been bumped or eliminated comes open or is reinstated within sixty (60) working days from the time of being bumped or eliminated, then that person has the right of first refusal to revert to his/her former position.

## 18. HOURS OF WORK

- (a) The thirty-five (35) hour working week is to be established policy of the Board for all employees and each day shall be of seven (7) continuous hours except for the interruption of time (not to count as work time) for meals, between the hours of 7:30 a.m. to 5:30 p.m., Monday to Friday inclusive.
- (b) Notwithstanding (a) above, the work week for the position of Technical Assistant shall be thirty-seven and one-half hours (37½) and each day shall be of seven and one-half (7½) continuous hours except for the interruption of time (not to count as work time) for meals; between the hours of 7:30 a.m. and 5:30 p.m. Monday to Friday inclusive.
- (c) All personnel shall work five (5) consecutive days according to posting and Board policy, with the understanding that where the conditions of a special job require it, the work week may be changed for short periods of time. Notice of such change will be given not later than quitting time one (1) week in advance.
- (d) Four Hour Minimum Work Day
  - (i) The Board is committed to providing a minimum of four hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
  - (ii) Exemptions from the four hour minimum:
    - Student/noon hour supervisors
    - crossing guards
    - small schools with fewer than 75 students, in which case a two hour minimum will apply
    - other positions by mutual agreement
  - (iii) The four hours shall be consecutive but may exclude a lunch period of up to one hour or a shorter period as defined elsewhere in the collective agreement.
  - (iv) Where posting of additional hours is required, additional hours of less than four hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.
  - (v) The four hour minimum shall begin or continue to be implemented immediately and completed no later than the commencement of the 2001/2002 school year.

- (vi) A Joint Implementation Committee shall be established to deal with the implementation of the four hour minimum. In order to attain the four hour minimum for employees who are currently working less than four hours per day, the Committee shall consider:
- the combination of positions
  - the elimination of current positions of less than four hours in duration and the layoff of employees in those positions
  - the reassignment of hours from positions currently less than four hours
  - the posting requirements, if any, for combined positions
  - the applicability of other articles in the collective agreement
  - whether or not school meal/food services assistants should be listed in the exemptions where they currently work less than four hours per day
  - the implementation of the four hour minimum during the 2000/2001 school year
  - which, if any, temporary employees in non-posted positions who report for work should be included in the four hour minimum work day requirement
  - other positions that an exemption may apply to.

In the event the Implementation Committee cannot agree on implementation, matters may be referred to dispute resolution described in clause 9.

- (vii) The parties shall refer the rate of pay for any combined job arising out of the implementation of the four hour minimum to the Job Evaluation Maintenance Agreement between the parties.
- (viii) The parties shall follow a two-step process to resolve disputes over the implementation of the four hour minimum.
- Either party may request that a mediator be appointed by the Labour Relations Board.
  - Failing resolution at mediation, either party may request that Joan Gordon hear the dispute on an expedited basis. The expedited process is intended to be short and concise. Written submissions shall be used and shall be exchanged at least five (5) working days prior to the arbitration. Joan Gordon shall render a decision within twenty-four (24) hours of the hearing. The parties shall equally share the costs of the fees and expenses of the arbitrator. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the BC Labour Relations Code. The decision of the arbitrator shall be final and binding on the parties. It is understood that the parties shall not appeal the decision. All decisions of the arbitrator are to be limited, in application, to that particular dispute. These decisions shall have no precedential value on other school districts and local unions.

- (ix) Clauses (vi) and (vii) above are applicable during the implementation process and will be in effect until completion of the implementation of the four hour minimum.
- (e) An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Board. To be eligible for both rest periods an employee must work in excess of a four-hour shift.
- (f) Staff Development Days
  - (i) It shall be the policy of the Board to provide two (2) paid staff development days per year for employees. These days will be held on the days designated as Teachers' Provincial and Teachers' District professional development days. Employees will be required to attend activities/programs organized on those days.
  - (ii) Programs *for* staff development days shall be organized by a joint committee of the Board and Union. The committee shall be comprised of four (4) representatives from each of the Board and the Union and shall be co-chaired by the parties on an annual basis.
  - (iii) There shall be established a Staff Development Fund and the Board contribution to this fund shall be Five thousand dollars (\$5,000) per year. Monies unspent in any year shall accumulate on a year-to-year basis.  
  
The expenditure of these funds shall be upon the recommendation of the joint committee established in (e)(ii) above.
  - (iv) Where an employee is in attendance at a staff development day the hours of pay will be equal to the employee's regular daily hours of work, or the time of the in-service, whichever is the greater.
- (g) Field Trips - Extended  
  
When employees are required and have agreed to attend or participate in field trips which extend beyond their regular hours of work or overnight they shall receive pay as follows.
  - (i) Requests for field trips requiring payment of overtime under the provisions of this article must receive prior approval as required by the provisions of Section 19(a) of the Collective Agreement.
  - (ii) On the first day of the trip the employee shall be paid straight time for all hours up to seven (7) hours per day; and for all hours worked in excess of seven (7) payment shall be as per Article 19(c) of the current agreement. This would apply to all days required to arrive at, or return from the destination.
  - (iii) For each full day period spent at the destination the employee is guaranteed seven (7) hours pay per day, in accordance with the provisions of Article 18(a).
  - (iv) During the period spent at the destination the employee will be on call for duty and if required to report to work will be paid in accordance with the provisions of Article 19(b).

- (v) Unforeseen expenses incurred by the employee during an extended field trip shall be reimbursed according to Board Policy when claimed on the appropriate Expense Claim Form.
- (h) No employee(s) shall lose time, wages or benefits for non-attendance at their regular work site when it is closed due to inclement weather unless an alternate work site is provided.
- (i) Where the need has been identified for release or additional time, such time shall be provided to Teacher Assistants to meet with other school or District educational staff. Such time shall receive the prior approval of the Associate Superintendent or designate.
- (j) (i) All regular employees, except Supervision Assistants, are required to be on duty for their normal assigned shift when school is in session during the year.
- (ii) Supervision Assistants are required to be on duty each and every day students are in attendance and classes are in session.

## 19. **OVERTIME**

- (a) All overtime work must be authorized by the Secretary-Treasurer or his delegate. The Board agrees to give whatever advance notice is possible whenever overtime is required, but no employee shall be required to work overtime against his/her wishes when other employees are available.
- (b) Personnel called out for special or emergency work will be paid a minimum of four (4) hours pay at the appropriate rate.
- (c) Authorized time worked in excess of seven (7) hours per day or thirty-five (35) hours per week will be paid for at the rate of one and one-half (1½ ) times the employee's regular rate of pay.
- (d) Overtime in excess of four (4) hours in any one day will be paid at double the employee's regular rate of pay, Monday to Saturday inclusive.
- (e) All Sunday work and statutory holidays will be paid at double the employee's regular rate of pay. The Board agrees to keep Saturday and Sunday work to a minimum.

## 20. **SPECIAL SHIFT DIFFERENTIAL**

Personnel employed on a shift in which the hours are other than the regular day shift defined in Article 18 shall be paid a shift differential of thirty-five cents (\$.35) per hour for all hours worked outside the hours of 7:30 a.m. to 5:30 p.m.

Provided, however, that if the majority of the hours of such special shift occur after 4:00 p.m., then the thirty-five cents (\$.35) per hour shift differential shall be paid for the entire shift.

## 21. **HOLIDAYS**

- (a) Except as provided in Article 34, employees coming within the provision of this Agreement shall be entitled to the following statutory holidays with pay:

New Year's Day

Labour Day

Good Friday  
Easter Monday  
Victoria Day  
Dominion Day  
British Columbia Day

Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any other day proclaimed as a holiday by the Provincial or Dominion Government. Where the statutory holiday falls on a weekend, the provincial declaration shall apply. Authorized leave with pay, sickness, supported by a medical certificate, and authorized leave without pay of less than one week shall count as working days for the purpose of this Section.

- (b) Any time worked on a statutory holiday shall be paid at the rate of double time in addition to the employee's regular pay.

## 22. VACATIONS

Annual vacations will be granted as follows.

- (a) Regular employees with less than one year of service will receive one and one-quarter (1 1/4) days off for each month of service, or paid the rate of 6 1/2% of the gross earnings to July 1st.
- (b) Regular employees with one (1) or more years of continuous service as of July 1 will receive fifteen (15) work days at the employees regular rate of pay, or 6 1/2% of total wages, whichever is the greater.
- (c) Regular employees with four (4) or more years of continuous service as of July 1 are entitled to sixteen (16) work days or 6 3/4% of total wages, whichever is the greater.
- (d) Regular employees with five (5) or more years of continuous service as of July 1 are entitled to seventeen (17) work days or 7% of total wages, whichever is the greater.
- (e) Regular employees with six (6) or more years of continuous service as of July 1 are entitled to eighteen (18) work days or 8% of total wages, whichever is greater.
- (f) Regular employees with seven (7) or more years of continuous service as of July 1 are entitled to nineteen (19) work days or 8 1/4% of total wages, whichever is the greater.
- (g) Regular employees with eight (8) or more years of continuous service as of July 1 are entitled to twenty (20) work days or 8 1/2% of total wages, whichever is the greater.
- (h) Regular employees with twelve (12) or more years of continuous service as of July 1 are entitled to twenty-one (21) work days at the employee's regular rate of pay, or 8 1/2% of the total wages, whichever is greater.
- (i) Regular employees with thirteen (13) or more years of continuous service as of July 1 are entitled to twenty-two (22) work days at the employee's regular rate of pay, or 8 1/2% of the total wages, whichever is greater.
- (j) Regular employees with fourteen (14) or more years of continuous service as of July 1 are entitled to twenty-three (23) work days or 10 1/2% of total wages, whichever is the greater.

- (k) Regular employees with fifteen (15) or more years of continuous service as of July 1 are entitled to twenty-five (25) work days or 10½% of total wages, whichever is the greater.
- (l) Regular employees with sixteen (16) or more years of continuous service as of July 1 are entitled to twenty-six (26) work days or 10½% of total wages, whichever is the greater.
- (m) Regular employees with seventeen (17) or more years of continuous service as of July 1 are entitled to twenty-seven (27) work days or 10½% of total wages, whichever is the greater.
- (n) Regular employees with eighteen (18) or more years of continuous service as of July 1 are entitled to twenty-eight (28) work days or 12½% of total wages, whichever is the greater.
- (o) Regular employees with nineteen (19) or more years of continuous service as of July 1 are entitled to thirty (30) work days or 12½% of total wages, whichever is the greater.
- (p) Regular employees with thirty (30) or more years of continuous service as of July 1 are entitled to thirty-five (35) work days at the employee's regular rate of pay, or 12½% of the total wages, whichever is the greater.
- (q) Employees will first qualify for twenty-five (25), thirty (30) or thirty-five (35) work days vacation on the anniversary date of their fifteenth (15th), nineteenth (19th) or thirtieth (30th) year of employment. The additional week's vacation must, however, be scheduled as if it had been earned as of July 1st immediately following the employee's anniversary date.
- (r) Employees entitled to twenty (20) or more days vacation may accumulate for two (2) years five (5) days of each year's entitlement for use in the third year.
- (s) Employees with twenty (20) years of continuous service will receive a "one-time bonus" of ten (10) consecutive days off with pay as a long-service bonus.
- (t) For the purpose of this article the number of vacation days credited to an employee shall be divided by five (5) in order to arrive at the number of weeks entitlement.
- (u) Every consideration shall be made to accommodate an employee's first choice for a vacation period with due consideration for the requirements of efficient operation.
- (v) All temporary employees shall receive vacation pay at the rate of six and one-half per cent (6 ½%) of earnings added to their gross earnings each pay period.
- (w) Regular employees entitled to vacation days in accordance with this Article shall receive vacation pay based on:
  - (i) the terms of their regular appointment, i.e., the number of hours related to their regular assignment and the equivalent amount of time calculated according to their length of service; or
  - (ii) the percentage of gross salary earned, including temporary assignments, calculated according to their length of service.
- (x) Employees entitled to twenty (20) work days or more vacation may elect to schedule five (5) days vacation during the school year, where the operation of the District would not incur a major disruption. A further five (5) days vacation while school is in session may also be scheduled where the operation of the District would not incur a major disruption.

## 23. SICK LEAVE PROVISIONS

- (a) After completion of the probationary period, regular employees who work at least one hour per month shall be entitled to sick leave on the basis of one and one-half (1½) working days per month. For record purposes the accrual shall be on a bi-weekly pay period basis and shall be shown on the pay statement accordingly.
- (b) Sick leave with pay will only be granted because of sickness, health reasons, or accident, except injuries incurred while in the employ of another employer. An employee may be required to provide proof of sickness or other appointment necessitating sick leave.
  - (c) Sick leave shall include time off in case of illness within the immediate family. Such leave shall not exceed six (6) days per year. Immediate family is defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law, stepchildren, grandchildren and grandparents.
- (d) Each employee will be advised as of April 30th of the current year of the number of hours accrued to his/her credit.
- (e) Employees will notify the Department Head as soon as possible if they are to be absent from duty because of sickness, health reasons or accidents, and are expected to give the Department Head twelve (12) hours' notice of their anticipated return to work.
- (f) All sick leave credits are cancelled upon termination of employment, except as provided for in Section 26. When an employee is re-employed by the Board all sick leave days not used or paid out under Article 26 shall be credited to his/her sick leave entitlement.
- (g) Annual sick leave shall commence from January 1, 1964.

## 24. LEAVE OF ABSENCE

### (a) Union Business

Union Conventions: Leave without pay will be granted to not more than six (6) elected representatives of the Union to attend conventions. Total absence allowed shall not exceed sixty (60) man-days per year to attend Union conventions.

### (b) Jury Duty

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

### (c) Bereavement Leave

Up to three (3) days leave, with pay, will be granted on compassionate grounds in the case of death in the immediate family. "Immediate family" is defined as spouse, children, step-children, and parents and step-parents of the employee; parents and step-parents of spouse, and brothers and sisters, grandparents, grandchildren and step-children, brother-in-law and sister-in-law. Special consideration may be given by the Board in other cases of bereavement on request. The Board may grant additional time-off, with or

without pay, beyond the three (3) days provided in this contract, dependent upon the circumstances.

(d) Special Leave

The Board may grant leave of absence without pay and loss of seniority for a period up to twelve (12) months to any regular employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Board.

If the leave granted is for a period of more than twelve (12) months no further seniority credit will accrue after the commencement of the twelfth month of the leave until the employee has returned to work. This provision will not apply to employees on leave for reasons of sickness, injury, maternity, or full-time union or public duties.

(e) Pregnancy Leave

(i) Upon request, a pregnant employee will be granted unpaid leave for a period of up to seventeen (17) consecutive weeks. The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period (Article 24.e.vi).

(ii) The period of pregnancy leave shall abut any period of Parental Leave taken under the provisions of Article 24.g.

(iii) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy

(iv) Pregnancy leave shall be extended for up to an additional six (6) consecutive weeks of unpaid leave, if reasons related to the birth or termination or illness of the newborn child(ren) where a doctor's certificate is presented, or for the reasons related to the birth or the termination of the pregnancy.

(v) Application for Leave

The request for pregnancy leave must be received, in writing, at least four (4) weeks prior to the proposed commencement of the leave and be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated.

(vi) Early Return and Emergency Situations

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

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

(f) Adoption Leave

- (i) Upon request, an employee shall be granted an unpaid leave of absence for up to eighteen (18) weeks following the adoption of a child. The employee shall furnish proof of adoption. Such employee shall also be entitled to parental leave pursuant to Article 24.g.
- (ii) When both parents are employees of the Board, the total period of adoption leave to be taken by either or both parents is eighteen (18) weeks. The parents shall decide the periods of which either or both of them will take the leave, subject to the agreement of the Board.

(g) Parental Leave

An employee who requests Parental Leave shall be entitled to :

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

(h) Extended Pregnancy/Parental Leave

- (i) Upon written request at least four (4) weeks prior to the expiration of Pregnancy Leave, Adoption and/or Parental Leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of twelve (12) months.
- (ii) The employee may maintain health and employee benefits in accordance with the respective plans if the employee so wishes by payment of the costs of such benefits by the employee.

- (iii) The employee returning to work after extended Pregnancy/Parental Leave shall provide the Board with at least four (4) weeks' notice.
- (iv) On return from extended pregnancy/parental leave, the employee shall return to the position previously held by the employee.
- (v) On return from extended Pregnancy/Parental Leave, the employee shall be assigned to the same position or a comparable position if the position held prior to the leave no longer exists.

(i) Seniority Status During Pregnancy/Adoption/Parental Leave

While on the leave above an employee shall retain and accumulate the employee's full employment status in connection with the seniority provisions.

The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (i) the Board pays the total cost of the plan; or
- (ii) the employee elects to continue to pay his/her share of the cost of a plan that is paid for jointly by the Board and the employee.
- (iii) An employee on extended Pregnancy/Adoption/Parental leave after six (6) months may continue benefits at the employee's cost for the extended leave period.

(j) Supplemental Employment Benefits Plan

- (I) The Board will establish on July 1, 2000 a Supplemental Employment Benefits Plan in which the total amount of the Mandate 1 payment to all employees would be reduced by \$5,000 which is the calculated annual cost for two regular employees for this benefit. This calculation is for costing purposes only.
- (ii) When a regular employee takes a Pregnancy Leave and is eligible for Employment Insurance maternity benefits, she will be entitled to supplementary benefits under the plan not to exceed \$2,500, which will be paid out as follows:
  - for the two-week waiting period for maternity employment insurance benefits, the employee will receive her full salary from the District from the \$2,500 allotment.
  - the employee will then receive the balance of the \$2,500 from the District in the form of a maternity top-up; i.e., the difference between her salary and her EI payment, for up to fifteen consecutive weeks.
  - if the employee does not normally receive salary, i.e., a ten-month employee during the summer or an employee whose temporary assignment has expired, the employee would not receive a maternity top-up during that time.

(k) Full-time Union or Public Duties

The Board shall grant, on written request, leave of absence without pay:

- (i) for employees to seek election in a municipal, provincial or federal election;
  - (ii) for employees selected for full-time positions with the Union or any body to which the Union is affiliated for a period of one (1) year. Such leave may be renewed each year on request during his/her term of office. Such employee shall receive his/her pay and benefits as provided for in this Agreement but the Union shall reimburse the Board for all pay and benefits during the period of absence.
- (l) Where the Board determines that it is of benefit to the Board to have an employee undertake a course of studies, then the Board will reimburse the employee for all reasonable expenses incurred in undertaking the course.

**25. PAYMENT OF WAGES**

- (a) Wages shall be paid bi-weekly in accordance with Schedule "A" herein and forming part of this Agreement.
- (b) Bank Deposit of Salaries  
All employees will be paid by bank deposit.

**26. SEVERANCE AND RETIREMENT BENEFIT**

- (a)
  - (i) Any employee reaching retirement age and having completed ten (10) years or more of continuous service shall be given a bonus equal to one (1) month's pay. This bonus is to be in addition to any holiday or accrued sick leave with pay to which the employee may be entitled.
  - (ii) Any employee having completed five (5) years service with the Board and having reached the age of fifty-five (55), or other circumstances approved by the Board, shall receive payment upon retirement or death, in addition to the bonus outlined above, of all accrued sick leave up to a maximum of one hundred twenty (120) days.
  - (iii) In the case of termination of employment by the Board for reasons other than that of misconduct, accrued sick leave shall be paid.
- (b) Except in the case of dismissal for proper cause, the Board when terminating the employment of an employee employed on a monthly basis shall give one (1) month's notice and any such employee may resign on giving the Board one (1) month's notice. In the case of hourly-paid employees and except in the case of dismissal for proper cause, the notice by or to the Board shall be one (1) week provided that this clause shall not apply to temporary employee layoff.
- (c) Any employee having completed five (5) or more years continuous employment with the Board is entitled to severance pay to equal one (1) month's regular salary.
- (d) At the employee's request payment of any benefits under this clause shall be as follows:
  - (i) a lump sum payment at the time of termination or retirement; or

- (ii) held over to the next taxation year, or any other year following termination of employment; or
- (iii) converted to an individual income averaging annuity payable at normal retirement age; or
- (iv) converted into a paid pre-retirement or post-retirement vacation equivalent.

## 27. **CLASSIFICATIONS AND RECLASSIFICATIONS**

### (a) Job Descriptions

The Board agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If the objections cannot be resolved, the matter may be submitted to arbitration.

### (b) No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

### (c) Changes in Classification

The Board shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or the Union and/or an employee feels that a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

(d) The Board will prepare and submit to the Union a report showing members' names, job titles, seniority dates and rates of pay.

(e) If an employee is transferred to a position with the same salary or increment range as his/her previous position, there shall be no change in salary or increment progression. Where an employee is promoted or reclassified to a higher rated position, there shall be no change in the increment progression.

### (f) Job Evaluation Plan Terms of Reference

The Job Evaluation Plan terms of reference, attached to this Agreement as Appendix 'B', shall take precedence over clause (c) of this Article.

## 28. **WELFARE BENEFITS**

The Parties have agreed to participate in a jointly trustee Benefits Trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article (NOTE – Districts without

AD&D would not include reference to that benefit) as soon as the Trust is able to take on that responsibility.

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

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

Participation in the Benefits Trust will be in accordance with the Industrial Inquiry Commissioner's Reports of Irene Holden and Vincent L. 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 paragraphs.

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.

(a) Medical Coverage

Eligible employees and dependents will be covered by a mutually acceptable medical plan. Coverage under the terms of the Extended Health Benefits Plan as it affects hospital and other incidental expenses shall be extended to provide coverage to a maximum of twenty-five thousand dollars (\$25,000) in any two-year period. Premiums will be borne completely by the Board, including Extended Health Benefits.

To the present Extended Health Benefits Plan is also added the option for the provision of eyeglasses, with the plan provided to cover one hundred seventy-five dollars (\$175) deductible coverage in a 24-month period. The plan for the vision-care package shall be similar to the present plan operated for the benefit of employees covered by the I.W.A. collective agreement and the cost sharing of the plan shall be in the same ratio as that provided to the employees in the I.W.A.

(b) Workers' Compensation

The Board will pay the employee the amount established by the Workers' Compensation Board and the full amount of health and welfare benefit premiums and the employer's portion of the Municipal Pension Plan contributions as required by the Municipal Pension Plan. In addition, the employer shall deduct the required employee's portion of the Municipal Pension Plan Program contribution.

In the event the Workers' Compensation Board stops payments of wage loss benefits and the employee remains unable to return to work because of illness or injury, the employee shall be entitled to use any accumulated personal sick leave or the short term disability plan and/or CORE LTD as long as the employee is still qualified for sick leave and has sick leave credits or is entitled to LTD benefits pursuant to the terms of the CORE LTD program.

(c) Unemployment Insurance

The Board agrees to pay to the Union its portion of the reduced unemployment insurance premiums.

(d) Municipal Pension Plan

All eligible employees shall become members of the Municipal Pension Plan (MPP) upon attaining eligibility to do so pursuant to the MPP rules.

(e) Group Life

Insurance coverage will be made available to all eligible employees as follows.

- (i) Group Life Insurance for each qualified employee in the amount of forty thousand dollars (\$40,000).
- (ii) Accidental death and dismemberment insurance in the amount of forty thousand dollars (\$40,000).
- (iii) Premiums will be born one hundred per cent (100%) by the Board.

(f) Dental Plan

Eligible employees and dependents shall be covered by a mutually acceptable dental plan. The Board will bear the total premium cost.

(g) Income Protection Plan

All eligible employees shall be enrolled in the Income Protection Plan presently offered to employees covered by the I.W.A. collective agreement. The premium costs of the plan will be shared on a 65/35 Board/Employee basis.

(h) Employee Family Assistance Plan

The Employee Family Assistance Plan will be designed and maintained by the Unions, Administrative Officers and Management of School District No. 79 (Cowichan Valley).

The premiums for this program shall be paid sixty five per cent (65%) by the Employer and thirty five per cent (35%) by the Employee

- (i) The Board will continue to pay its share of benefits to employees receiving sick leave benefits for the period of time that benefits are received.
- (j) Any employee on approved unpaid leave may continue to be enrolled in all eligible welfare benefit plans with the employee responsible for the total cost of the premiums.

(k) Benefits to Part-time Employees

- (i) Regular employees working less than ten (10) hours per week are eligible only for benefits of sick leave, vacation pay and membership in the Employee and Family Assistance Plan.
- (ii) A regular employee whose regular assignment is less than ten (10) hours per week and who accepts a temporary assignment of more than ten (10) hours per

week for a period of more than three (3) months shall be eligible, upon successful completion of the trial period, for enrolment in the group medical, dental and extended health benefits plans for the duration of the temporary assignment. The employee may be enrolled in other employee benefit plans provided he/she meets the criteria required by the carrier.

(l) Long Term Disability

The employer will bear administration and premium costs of the PEBT LTD program.

(m) Benefits While on LTD

The Board shall continue health and welfare benefit coverage for employees entitled to LTD, as long as the employee continues to receive benefits from the government-funded CORE LTD plan provided through the Public Education Benefits Trust (PEBT). Premiums for such benefit coverage shall be paid by the Board consistent with the employee's current work assignment.

It is further agreed that an employee who becomes disabled and who has a second job with a different employer on the date of disability with School District No. 79 (Cowichan Valley) shall have health and welfare benefits continued for the two years "own occupation" period pursuant to the CORE LTD program. If after the two year period the employee continues to be disabled and continues to work for a different employer health and welfare benefits shall be discontinued.

If an employee's sole employment income is from Cowichan Valley School Board on the date of disability the employer will maintain the health and welfare benefits as long as the employee does not attain employment with a different employer.

**29. OCCUPATIONAL HEALTH AND SAFETY**

(a) No employee shall be disciplined for refusal to work on a job, or to operate any equipment, which is unsafe.

(b) Occupational Health and Safety

(i) The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the *Workers' Compensation Act* and the *Industrial Health and Safety Regulations*.

(ii) The Occupational Health & Safety Committee shall promote safety, sanitary practices, and investigate and report as soon as possible on the nature and causes of an accident or injury, in compliance with the *Industrial Health & Safety Regulations*.

(iii) The Union shall appoint three members to the Occupational Health & Safety Committee.

(iv) Right to Refuse or Stop Unsafe Work

No employee shall be required to work at a job site which the employee has indicated is unsafe until such time that the site has been declared safe following inspection by a representative from the Workers' Compensation Board or representatives from the District Occupational Health & Safety Committee accompanied by the District Health & Safety Officer.

Within twenty-four (24) hours of claiming the work site is unsafe the employee shall file with the School Board a report outlining the rationale for the claim.

(c) Violence in the Work Place

The Union and the Board of School Trustees support the protection of employees from violence through the policy of the Board and the applicable Workers Compensation Board Regulations.

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

(d) First Aid Allowance

A regular employee designated as a First Aid Attendant by the Board shall be paid an allowance as follows:

- (i) Holding a SOFA First Aid Certificate - twenty-five (\$.25) cents per hour.
- (ii) Holding a Level II First Aid Certificate - fifty (\$.50) cents per hour.
- (iii) Holding a Level III First Aid Certificate— eighty five (\$.85) cents per hour.

**30. TECHNOLOGICAL CHANGE**

(a) "Technological change" means:

- (i) the introduction by an employer of a change in his work, undertaking or business, or a change in his equipment or material previously used by the employer in his work, undertaking or business; or
- (ii) a change in the manner an employer carries on his work, undertaking or business related to the introduction of that equipment or material.

(b) Advance Notice

The Board shall notify the Union three (3) months before the introduction of any technological or other changes, or new methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads.

(c) Consultation

Technological change shall be introduced only after the Union and the Board have reached agreement through collective bargaining regarding the measures to protect the employees from any adverse effects.

(d) Arbitration

If the Board and the Union fail to agree upon such measures, the matter shall be referred to the Grievance and Arbitration procedure for the purpose of determining such matters. The technological change shall not be introduced by the Board until such determination is made.

(e) Attrition Arrangements

No regular employee shall be dismissed or have his/her regular hours reduced by the Board because of mechanization, technological or other change.

(f) Income Protection

An employee who is displaced from his/her job by virtue of technological change or improvements will suffer no reduction in normal earnings.

- (g) An employee who is rendered redundant or displaced from his/her job as a result of technological change or other change shall be given an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform. If there is no vacancy, he/she shall have the right to displace employees with less seniority, provided he/she is able to perform the job.

(h) Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Board, be given a period of time not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such employees and no reduction in pay upon being reclassified in the new position.

(i) Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Board and the Union.

(j) No New Employees

No additional employees shall be hired by the Board until employees affected by the change, or employees on lay-off, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

(k) Visual Display Terminal

A pregnant employee working on VDT's shall be given alternate employment for the duration of her pregnancy if she so requests.

(l) Eyeglasses and Contact Lenses

- (i) The Board shall pay for eye examination at least annually for employees working on VDT's - CRT's.
- (ii) If an eye doctor recommends that an employee stop working on the machines, he/she shall be given other work at equal pay. The same conditions of work shall be applicable to the position where the employee is transferred.

### 31. RESTRICTIONS ON CONTRACTING OUT

- (a) Community involvement in schools is encouraged as long as it does not result in the displacement of employees within the bargaining unit.
- (b) The Board agrees that all work or services normally performed by the employees shall not be contracted, sub-contracted, leased, assigned, or conveyed, in whole or in part, if it would cause or prolong the layoff or loss of regular time or wages for any employee.

### 32. **UNIFORM & CLOTHING ALLOWANCE**

The Board will advise all departments of the District that smocks will be made available, as required, to all employees when undertaking duties that may require protection of clothing; e.g., duplicating machine operation, feeding and toileting Assistants, woodwork and metalwork Assistants.

### 33. **GENERAL CONDITIONS**

#### (a) Regular Part-time Employees

Regular part-time employees who work the full school year shall be entitled to the benefits and perquisites of this Agreement, proportionate to time worked. Regular part-time employees shall be paid an allowance of 4.2% of their regular rate in lieu of statutory holiday pay they would otherwise receive pursuant to Article 21.

Effective January 1st, 1969 and thereafter calculation of service for increment progression of regular part-time employees shall be based on calendar years of service.

#### (b) Indemnification

The Board agrees to indemnify and save harmless any employee of the Board for reasonable and proper legal expenses where such expenses are incurred by the employee in respect of the defense to any charge or proceeding brought against him/her in connection with any criminal or quasi-criminal act alleged to have been committed by the employee in the course of his/her employment and/or where such charge arose out of the proper operation by such employee of any equipment owned by the Board and where such defence resulted in the acquittal of the employee. Provided that the employee shall first obtain the written approval of the Board as to his/her choice of legal counsel and shall have provided the Board with full particulars of the alleged offence within a reasonable time after the charge shall have been laid against him/her.

#### (c) Medical Examinations

New employees being hired are required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infections and contagious disease. New employees shall bear the cost of required examinations. The Board reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Board will bear the cost of required examinations.

- (d) The Union and the Board desire every employee to be familiar with the provisions of the Agreement and his/her rights and obligations under it. For this reason the Board shall print at its own cost sufficient copies of the Agreement within thirty (30) days of signing.

- (e) To facilitate the analysis of this Agreement, articles of this Agreement which are unchanged from the previous Agreement shall be printed in lower case letters and all articles which have been changed shall be printed in *italic* letters.
- (f) Personal Property - Vandalism Insurance
  - (i) The Board shall reimburse employees who, in the course of rendering official Board services, suffer a loss arising from theft, fire, or malicious damage to the employee's vehicle while parked on School District property.
  - (ii) The amount of this reimbursement shall cover damages up to two hundred dollars (\$200).
  - (iii) When employees who are required to use their vehicle on approved School District business incur damage to their vehicle by means other than collision, then the Board shall reimburse the employee to the value of the comprehensive deductible on the vehicle.
- (g) Automobile Insurance Coverage

Employees required to insure their automobile for travel for business purposes on behalf of the Board shall be reimbursed for the increased insurance costs required due to Business Class coverage to a maximum of one hundred twenty-five dollars (\$125).
- (h) No person covered by this Collective Agreement will be required to transport students in his/her personal vehicle.

#### **34. PRESENT CONDITIONS AND BENEFITS**

Normal working conditions presently in effect shall continue for the duration of this Agreement, so long as they are not abused.

#### **35. GENERAL**

- 35.01** Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.
- 35.02** The parties agree and acknowledge that the Public Sector Accord on K-12 Support Staff issues is valid and applicable during the term of this Collective Agreement.

**36. TERM OF AGREEMENT**

This Agreement shall remain in force and binding upon the parties until the 30th day of June, 2006. If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere firmly to the provisions of the Agreement during bona fide negotiations.

Wage Increases:

July 1, 2003 – 0%

July 1, 2004 – 0%

July 1, 2005 – 0%

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed this 24th day of February, A.D., 2006 by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

SIGNED FOR THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 606  
(Mid-Island School Employees)

SIGNED FOR THE BOARD OF TRUSTEES  
SCHOOL DISTRICT 79 (COWICHAN VALLEY)

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Chair, Negotiating Committee

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

\_\_\_\_\_  
Chair, Cowichan Unit

\_\_\_\_\_  
Secretary-Treasurer, Cowichan Unit

**Job Bands – School District No. 79 (Cowichan Valley)**  
(as of February 2006)

<b>Points</b>	<b>Position</b>	
<b>139</b>	<b>Level 1</b>	
146	33 - Lunch Program Assistant	11-Feb-00
<b>154</b>	<b>Level 2</b>	
<b>169</b>	<b>Level 3</b>	
182	22 - Secretary - FAXNET	28-Mar-01
182	23 - Secretary - First Nations	28-Mar-01
182	58 - Secretary General	6-Jul-99
183	34 - Noon Hour Supervisor	11-Feb-00
<b>184</b>	<b>Level 4</b>	
187	10 - Bus Assistant	28-Mar-01
196	28 - Secretary - Staff & Student Development	28-Mar-01
198	12 - Laminating Clerk	24-Jan-01
<b>199</b>	<b>Level 5</b>	
206	27 - School Secretary 1	17-Oct-01
207	54 - Laboratory Assistant - Assessment Centre	29-Jan-98
213	21 - Secretary - District Principal	20-Jun-01
<b>214</b>	<b>Level 6</b>	
216	62 - Lunch Program Secretary	30-Apr-02
221	26 - Processing Clerk	3-Jun-98
<b>229</b>	<b>Level 7</b>	
232	43 - Teachers' Assistant – Academic	28-Mar-01
232	45 - Teachers' Assistant - First Nations Program	28-Mar-01
235	41 - Secretary - Special Services	20-Jun-01
242	02 - Accounts Clerk	27-Feb-02
242	20 - Counselling Clerk	20-Jun-01
242	29 - Secretary - Transportation	19-Dec-01
<b>244</b>	<b>Level 8</b>	
245	69 - Laminating Clerk/Secretary to Careers & Ab. Ed.	16-Mar-05
245	18 - Career Centre Assistant	20-Jun-01
245	31 - Secretary - Career Development	29-Jan-98
245	37 - Secretary - Learning Assessment Program	20-Jun-01
245	61 - Secretary - International Student Program	20-Jun-01
246	24 - Secretary - Health & Safety	6-Jul-99
248	53 - Laboratory Assistant - Computer Lab	3-Jun-98
250	16 - Receptionist/Booking Clerk	3-Jun-98
251	15 - Library Assistant	19-Sep-01
255	14 - Secretary - Education Services	23-Apr-98
257	64 - Receptionist - Adult Education Program (10 month)	27-Feb-02
<b>259</b>	<b>Level 9</b>	
260	50 - Food Services Chef Assistant	20-Jun-01
261	44 - Teachers' Assistant – Behavioural	28-Mar-01
261	51 - Call Out Clerk	2-Oct-00
261	52 - Laboratory Assistant - Science Department	3-Nov-97

262	30 - Transportation Dispatcher	17-Oct-01
264	17 - School Board Office Receptionist	20-Dec-00
264	66 - Secretary - Human Resources Department	20-Nov-02
270	13 - Shipping & Receiving Clerk	20-Dec-00
270	55 - Purchasing Clerk	11-Dec-02
<b>274</b>	<b>Level 10</b>	
	71 - Rentals/Health & Safety Secretary	
279	04 - Rental Coordinator	20-Dec-00
284	65 - Secretary - Adult Education Program (12 month)	30-Mar-04
283	39 - School Secretary 2	21-Nov-01
283	63 - Secretary - Alternate Education Program	20-Feb-02
285	08 - Alternate Program Worker - Life Skills	24-Jan-96
287	60 - Senior Call Out Clerk	12-Oct-00
<b>289</b>	<b>Level 11</b>	
	67 - Administrative Secretary – Director	30-Mar-04
290	07 - Administrative Secretary - Superintendent/Deputy	28-Feb-01
292	70 - Accounting Clerk Assistant – District	16-Mar-05
297	57 - District Resource Services Assistant	17-Feb-00
301	72 - Visual Language Interpreter/Communications Facilitator	15-Jun-05
302	46 - Teachers' Assistant - Personal Care	28-Mar-01
<b>304</b>	<b>Level 12</b>	
303	68 - Instructional Technology Assistant	16-Mar-05
304	25 - Secretary – Maintenance	17-Feb-00
304	40 - School Secretary 3	20-Feb-02
307	35 - Payroll Clerk	6-Jul-99
309	32 - First Nations Support Worker	11-Feb-00
313	36 - Program Worker - Work Study/Work Experience	20-Feb-02
313	19 - Computer Support Services Assistant	21-Nov-01
316	38 - Secretary – Purchasing	20-Jun-01
317	06 - Administrative Secretary - Special Services	24-Nov-94
<b>319</b>	<b>Level 13</b>	
320	59 - Payroll/Budget Clerk	6-Jul-99
324	11 - Student Support Worker	20-Dec-00
327	03 - Administrative Secretary - Human Resources	30-Mar-04
327	05 - Administrative Secretary - Secretary-Treasurer	28-Mar-01
330	49 - Teachers' Assistant-Specific Care	28-Mar-01
<b>334</b>	<b>Level 14</b>	
342	01 - Accounting Clerk	12-Oct-00
346	47 - Technical Assistant	21-Nov-01

**SCHEDULE "A"**  
**SALARY SCALE**

<b>PAY GRADE</b>	<b>JULY 01/98</b>	<b>JAN. 01/99</b>	<b>JULY 01/99</b>	<b>JULY 01/00</b>	<b>JAN. 01/01</b>	<b>JAN. 01/02</b>	<b>JULY 01/02</b>
				<b>1%</b>	<b>.42</b>	<b>1%</b>	<b>.55</b>
1	17.64	17.64	17.64	17.82	18.24	18.42	<b>18.97</b>
2	18.09	18.09	18.09	18.27	18.69	18.88	<b>19.43</b>
3	18.42	18.47	18.55	18.74	19.16	19.35	<b>19.90</b>
4	18.76	18.86	18.99	19.18	19.60	19.80	<b>20.35</b>
5	19.19	19.29	19.44	19.63	20.05	20.25	<b>20.80</b>
6	19.43	19.61	19.89	20.09	20.51	20.72	<b>21.27</b>
7	19.77	20.00	20.35	20.55	20.97	21.18	<b>21.73</b>
8	20.20	20.44	20.80	21.01	21.43	21.64	<b>22.19</b>
9	20.44	20.76	21.25	21.46	21.88	22.10	<b>22.65</b>
10	20.98	21.26	21.69	21.91	22.33	22.55	<b>23.10</b>
11	21.52	21.77	22.15	22.37	22.79	23.02	<b>23.57</b>
12	21.66	22.04	22.60	22.83	23.25	23.48	<b>24.03</b>
13	22.30	22.60	23.05	23.28	23.70	23.94	<b>24.49</b>
14	22.84	23.10	23.49	23.72	24.14	24.38	<b>24.93</b>
15	22.67	23.18	23.94	24.18	24.60	24.85	<b>25.40</b>
16	23.51	23.86	24.39	24.63	25.05	25.30	<b>25.85</b>

**LETTER OF UNDERSTANDING**

BETWEEN: **THE BOARD OF SCHOOL TRUSTEES**  
School District No. 79 (Cowichan Valley)  
(Hereinafter called "the Board")

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**LOCAL 606** (Mid Island School Employees)  
(Hereinafter called "the Union")

re: **Secretarial Competitions**

The following is the Board's criteria in the filling of Secretarial competitions.

1. "Typing Tests" - If an employee fails a test the Board's expectation is that the employee is to upgrade his/her skills and a retest will be granted in three months.
2. "Job Postings" contain an outline of job requirements. Complete job descriptions are presently available at the Board Office. In response to member's concerns the Board will make copies available at job sites in the near future.
3. "Recent Experience - A job requirement is defined as experience within the last three/five years.
4. "Grandparenting" is in place for secretarial staff in established postings and consistent with existing skills required in the category in which they are employed.
5. "Experience" will be granted to employees that have worked from the secretarial spare board for thirty (30) days in the last six months for entry level positions.
6. "Supplemented" by the successful completion of twelve months refers to an academic year (eight or nine months).
7. The "Spare Board" will be opened up and employees will be called in order of qualifications and seniority. The parties will jointly establish classifications of secretarial job descriptions; e.g., level entry. Subsequently, all employees on the spare board will be classified and thus deemed qualified for specific job descriptions as per their skills and training.
8. The necessity for a "Central call-out" system for secretaries, teachers' assistants and noon hour supervision assistants is recognized by the Board and the Union to ensure that correct procedures are maintained.

SIGNED this 24th day of February, 2006.

SIGNED FOR THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 606  
(Mid-Island School Employees)

SIGNED FOR THE BOARD OF TRUSTEES  
SCHOOL DISTRICT 79 (COWICHAN VALLEY)

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Chair, Negotiating Committee

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

\_\_\_\_\_  
Chair, Cowichan Unit

\_\_\_\_\_  
Secretary-Treasurer, Cowichan Unit

**LETTER OF UNDERSTANDING**

Between: THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 79 (Cowichan Valley)  
(Hereinafter called "the Board")

And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 606 (Mid Island School Employees)  
(Hereinafter called "the Union")

re: **Return to Work**

In accordance with the collective agreement, the parties recognize that prevention of injuries and rehabilitation of disabled employees are important goals. The parties recognize that return to work programs are part of a continuum of rehabilitation.

The Employer and the Union are committed to a voluntary, safe return to work program that addresses the needs of those able to return to work with the employer's ability to modify the workplace.

The parties agree to an early intervention program that will recognize abilities and enable employees to return to work as soon as possible.

The Board of School Trustees, in cooperation with CUPE Local 606, will meet within 90 days of the signing by the parties of the Collective Agreement to discuss what is required to develop procedures to deal with disabled employees who do not meet the PEBT/JEIS criteria to ensure consistency in practice.

SIGNED this 24th day of February, 2006.

SIGNED FOR THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 606  
(Mid-Island School Employees)

SIGNED FOR THE BOARD OF TRUSTEES  
SCHOOL DISTRICT 79 (Cowichan Valley)

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Chair, Negotiating Committee

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

\_\_\_\_\_  
Chair, Cowichan Unit

\_\_\_\_\_  
Secretary-Treasurer, Cowichan Unit

**LETTER OF UNDERTAKING**

Between: THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 79 (Cowichan Valley)  
(Hereinafter called "the Board")

And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 606 (Mid Island School Employees)  
(Hereinafter called "the Union")

re: **Violence in the Workplace**

A policy covering "Violence in the Workplace" shall be developed by the District Occupational Health & Safety Committee or a sub-committee of that group comprised of representatives from all employee groups, and shall deal with the following criteria.

1. Policies and procedures. The policy shall be created with consideration to any policies and procedures already developed by any of the employee groups at local, regional or national level.
2. Measures to prevent violence to employees.
3. The function of the District Occupational Health & Safety Committee in incidents involving aggression or violence.
4. Training and information on the prevention of violence to staff dealing with potentially aggressive persons.
5. Development of support and counselling services to employee victims of violence on the job.

SIGNED this 24th day of February, 2006.

SIGNED FOR THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 606  
(Mid-Island School Employees)

SIGNED FOR THE BOARD OF TRUSTEES  
SCHOOL DISTRICT 79 (Cowichan Valley)

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Chair, Negotiating Committee

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

\_\_\_\_\_  
Chair, Cowichan Unit

\_\_\_\_\_  
Secretary-Treasurer, Cowichan Unit

**LETTER OF UNDERSTANDING**

Between: THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 79 (Cowichan Valley)  
(Hereinafter called "the Board")

And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 606 (Mid Island School Employees)  
(Hereinafter called "the Union")

re: **Assignment of Students Enrolled in Career Preparation Programs**

With the expansion of curriculum guided career education programs appropriate work experiences can be provided in District facilities. Agreement is required with the Union to develop criteria to allow the assignment of students.

The Union has agreed that District facilities and services may be used in this program. When Union personnel and District facilities and services are used the Union will be a signatory to the agreement between the School District/Student/Parent or Guardian. The Union proposes that the model used in School District No. 68 (Nanaimo) be adopted in School District No. 79 (Cowichan Valley).

SIGNED this 24th day of February, 2006.

SIGNED FOR THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 606  
(Mid-Island School Employees)

SIGNED FOR THE BOARD OF TRUSTEES  
SCHOOL DISTRICT 79 (Cowichan Valley)

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Chair, Negotiating Committee

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

\_\_\_\_\_  
Chair, Cowichan Unit

\_\_\_\_\_  
Secretary-Treasurer, Cowichan Unit

## Letter of Understanding

**Between:**

**The Board of School Trustees of School District No. 79 (Cowichan Valley)  
(Hereinafter referred to as the "Board")**

**and:**

**The Canadian Union of Public Employees Local 606  
(Hereinafter referred to as the "Union")**

**Re: Teacher Assistant Transfer and Posting Process**

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1. The Letter of Understanding ("LOU") is in effect on the date of signing and expires on June 30, 2006, or on the ratification of a new collective agreement, whichever occurs first. The LOU may be renewed by mutual agreement of the parties.
2. During the term of the LOU (excluding the June staffing process for the subsequent school year), no Teacher Assistant will be laid off, no bumping by any Teacher Assistant will occur, and no posting of vacant positions will be required except as provided for in paragraph 5.
3. For the purpose of eliminating the disruption to students caused by layoffs or postings of Teacher Assistant assignments, the Board will transfer Teacher Assistants, who otherwise would be laid off, to an assignment with equivalent hours, rate of pay, and the maintenance of benefits where applicable.
4. The ultimate authority and responsibility for Teacher Assistants' staffing remains with the Director of Student Support Services.
5. The Board will post a Teacher Assistant vacancy that arises during the current school year only when there is no available qualified Teacher Assistant who would otherwise be laid off and who may be transferred to the vacant position pursuant to paragraph 3.
6. When there is a posting for a Teacher Assistant in accordance with paragraph 5, the posted position will be filled on a temporary basis for the balance of the 2005-2006 school year. If the position continues for the subsequent school year, the position will be considered to be a vacancy for the June staffing process.
7. When a Teacher Assistant is transferred by the Board pursuant to paragraph 3, the Teacher Assistant's bumping rights are held in abeyance until the June staffing process. The job that the Teacher Assistant acquires through the transfer process becomes a vacancy in the June staffing process for the subsequent school year.

8. Should concerns arise with the administration or application of this LOU, the parties will meet expeditiously. If the matter cannot be resolved by the parties, written submissions will be made to an agreed upon Umpire for a recommended resolve. If this is not acceptable, Step 3 of the Grievance Procedure in the Collective Agreement will apply.

Signed this 24th day of February, 2006

SIGNED FOR THE BOARD  
OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 79  
(COWICHAN VALLEY)

SIGNED FOR THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 606

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

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

\_\_\_\_\_  
General Vice-President