

COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL
DISTRICT NO. 46 (SUNSHINE COAST)**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 801**

July 1, 2006 - June 30, 2010

TABLE OF CONTENTS

		<u>PAGE</u>
	Preamble	1
Article 1	Definitions	1
Article 2	Management Rights	2
	- Management of the Workforce	2
Article 3	Recognition of the Union	3
	- Bargaining Unit	3
Article 4	Union Security	3
	- Membership	3
	- Notifications to New Employees	3
	- Security of the Bargaining Unit	3
	- No Individual Agreements to Conflict	4
	- Amalgamation Merger or Regionalization	4
	- Picket Line Protection	4
	- Union Dues	4
Article 5	Disciplinary Procedures	4
	- Adverse Report	4
	- Discipline and Dismissal	5
	- Burden of Proof	5
	- Right to Have Steward Present	5
Article 6	Grievance Procedure and Arbitration	5
	- Settling of Grievances	6
	- Arbitration	7
	- Alternative to a Board of Arbitration	7
	- Suspension of Time Limits	7
Article 7	Hours of Work and Shifts	7
	- Hours of Work	7
	- Shifts	8
	- Special Shift Provisos	8
	- Shift Differential	9
	- Overtime	9
	- Banking of Overtime Hours	9
	- Callout and Miscellaneous	10
	- Rest Period	10
Article 8	Leave of Absence	10
	- Union Leave	10
	- Jury Duty	11
	- Compassionate Leave	11
	- Special Leave	11
	- Education Leave	12
	- Discretionary Leave	12
	- Deferred Salary Leave Plan	12
	- Maternity Leave	13
	- Other Leaves	13

Article	9	Work Away from Regular Centre	13
		- Summer Scrub Crews	13
Article	10	Employee Benefits	14
		- General	14
		- Pension (Municipal) Act	15
		- Employee Medical/Dental Benefits	15
		- Group Life Insurance	16
		- Sick Leave	16
		- Workers' Compensation Supplement	17
		- Unemployment Insurance	18
		- Service Severance Pay and Service Recognition Pay	18
		- Employee Assistance Program	18
		- Daycare Refund	18
Article	11	Health and Safety	19
		- Video Display Terminals (VDT's)	19
		- Eye Examination	19
		- Pregnant Employees	19
		- Communicable Diseases	20
		- Employee Safety	20
Article	12	Protective Clothing	20
		- Coveralls	20
Article	13	Tools	21
Article	14	General Provisions	21
		- Use of Employees' Vehicles	21
		- Substitutes	21
		- School Function	21
		- Payment of Salaries	22
		- Personal and Sexual Harassment	22
		- Access to Personnel Files	23
		- Indemnification Clause	23
		- Anti-Discrimination	23
		- Whistle Blower Protection	23
		- Training and Professional Development Fund	23
Article	15	Seniority	23
		- Seniority List	23
		- Establishment of Seniority	24
		- Retention of Seniority	24
		- Loss of Seniority	25
		- Role of Seniority in Promotions and Transfers	25
		- Postings	25
		- Casual Callout	26
		- Persons on Temporary Positions Applying for Posted Jobs	26
		- Method of Making Appointments in Promotions and Transfers	27
		- Trial Period	27
		- Transfers or Promotions Outside the Bargaining Unit	27
Article	16	Layoff, Bumping, Job Sharing and Recall	28
		- Definition of Layoff	28
		- Role of Seniority in Layoffs	28
		- Bumping	28

		- Job Sharing	29
		- Recall Procedure	29
		- No New Employees	29
		- Notice of Layoff	29
		- Laid-Off Employee Benefits	30
Article	17	Technological Change	30
		- Definition	30
		- Notice	30
		- Training Benefits	30
		- Technological Severance Pay	30
		- Adverse Effects to be Minimized	31
Article	18	Employee Responsibilities	31
		- Medical Examination	31
		- T.B. Tests	31
		- Performance of Duties	31
Article	19	Annual Vacations	31
		- Calculation Formula	31
		- Application for Seniority	31
		- Entitlement Formula	32
		- Supplemental Vacation	32
		- Extra Unpaid Vacation	32
		- Vacation Periods	32
		- Sickness and Vacation	33
		- Non-Instructional Days	33
		- Holiday Pay	33
Article	20	Statutory or Declared Holidays	33
		- Specified Holidays	33
		- Holidays Occurring During Time Off	34
		- Payment for Working on a Holiday	34
Article	21	Joint Labour Management Committee	34
Article	22	Terms of Agreement	34
		- Retroactive Pay for Terminated Employees	34
		- Retroactivity	34
Article	23	Salary Schedule	35
		Appendix A - Salary Schedule	36
		Appendix B - Apprenticeship Plan	37
		Appendix C - Letter of Understanding	38

AN AGREEMENT FROM JULY 1, 2006 TO JUNE 30TH, 2010

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO. 46 (SUNSHINE COAST) (hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 801, chartered by the Canadian Union of Public Employees, and affiliated with the Canadian Labour Congress, representing those employees who are affected by this Agreement for whom it has been certified, (hereinafter called the "Union")

PARTY OF THE SECOND PART

PREAMBLE

WHEREAS it is the desire of both parties to this agreement:

- (a) to maintain and improve the harmonious relations and settled conditions of employment between the employer and the union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, etc.; to which end a Labour Management Committee was established;
- (c) to encourage efficiency in operation;
- (d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

AND WHEREAS it is desirable that all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual agreement and covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1. DEFINITIONS

1.01 "Employee" means a person who is hired by the employer to perform work within the defined bargaining unit.

1.02 "Regular Employee" means an employee who has successfully completed a probationary period and who has a regular appointment or has been laid off from a regular appointment. A separate seniority list, called List #1, shall be maintained for Regular Employees. (See clause 15.02).

- 1.03 (a) "New Employee" means an employee serving an initial probationary period of three (3) calendar months from date of hire to determine suitability for employment in the position for which the employee has been hired.
- (b) Except as required by law, new employees will not be entitled to any employee benefits under this agreement. Upon successful completion of the probationary period, seniority, sick leave and vacation benefits will be retroactive to the initial date of hire.
- 1.04 (a) "Temporary Employee" means an employee who does not have a permanent appointment and who holds a posted position for a specified period of time for the reasons as stated below:
- (i) when augmenting - beyond twenty (20) days;
 - (ii) when sick relief - beyond twenty (20) days;
 - (iii) in posting - when people are serving their two (2) month trial period;
 - (iv) for special projects - up to four (4) months (may be extended by mutual consent in writing);
 - (v) to replace regular employees who are on leave of absence for a period not exceeding one (1) year.
- (b) A separate seniority list, called List #2, will be maintained for temporary employees.
- (c) Temporary employees shall serve an initial probationary period of three (3) calendar months and will then be entitled to all fringe benefits including List #2 Seniority (see clause 15.02).
- 1.05 (a) "Casual Employee" means an employee who is called in to work on an intermittent basis and who does not hold a posted position. Casual employees qualify for no benefits, except as required by law, paid leaves or sick leave.
- (b) Casual employees who qualify for seniority status, as per Article 15.02, are included on Seniority List 2.
- 1.06 The employer agrees to notify, in writing, the representative of Local 801 and the assigned representative of the Canadian Union of Public Employees, when an employee covered by this agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or is terminated.

ARTICLE 2. MANAGEMENT RIGHTS

2.01 Management of the Work Force

- (a) The management of the work force and of the methods of operation is vested exclusively in the employer, except as otherwise may be specifically provided in this agreement.
- (b) The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.
- (c) The employer's rights shall not be used to direct the working force in a discriminatory manner.

ARTICLE 3. RECOGNITION OF THE UNION

3.01 Bargaining Unit

- (a) The employer recognizes the Canadian Union of Public Employees, Local No. 801, as the sole and exclusive collective bargaining agency for all employees affected by this agreement and for whom the union has been certified, and hereby consents and agrees to negotiate with the union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- (b) Notwithstanding the foregoing, the following positions are excluded from the bargaining unit: Secretary-Treasurer, Director of Finance, Payroll Manager, Payroll Assistant, Director of Facilities, and secretaries to the Superintendent, Secretary-Treasurer and Assistant Superintendent.

ARTICLE 4. UNION SECURITY

4.01 Membership

All employees shall, as a condition of continuing employment, become and remain members in good standing according to the Constitution and Bylaws of the union.

4.02 Notifications to New Employees

- (a) The employer will acquaint new employees being hired for positions for which the union has been certified, with the fact that a union agreement is in effect and with the conditions of employment set out in the articles relating to union security and dues check-off.
- (b) The union will supply the employer with copies of the current collective agreement, dues check-off authorization form, initiation fee requirement, and bylaws which are to be given to each new employee.

4.03 Security of the Bargaining Unit

As a general principle, the employer seeks to provide job opportunity and tenure of employment to employees in the bargaining unit.

- (a) No member of the bargaining unit shall be required to show or instruct a non-union person (except for authorized personnel) how to do any job within the bargaining unit.
- (b) Employees who are not included within the bargaining unit's jurisdiction shall not perform work which is currently or presently within the working jurisdiction of the bargaining unit, except in a supplementary role.
- (c) Volunteers shall not be used to displace or replace C.U.P.E. employees in number, or their hours worked, or both. Volunteers shall be restricted to the provision of supplementary levels of service in areas or roles which do not encompass confidential or administrative information.

- (d) No employee in the bargaining unit shall be laid off or suffer a loss of hours of work or pay as a result of the contracting out of bargaining unit work.
- (e) In order to provide job security for the members of the bargaining unit, the employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, unless mutually agreed to.

4.04 No Individual Agreements to Conflict

No employee shall be required or permitted to make any written or verbal agreement with the employer or a representative of the employer which may conflict with the terms of this collective agreement and/or the local union bylaws.

4.05 Amalgamation Merger or Regionalization

In the event that the employer shall merge, amalgamate, or combine any of its operations with any other employer, the employer agrees to the retention of all rights and benefits for all employees coming within the new bargaining unit of the successor employer, in compliance with Section 35 of the *Labour Relations Code of B.C.*

4.06 Picket Line Protection

An employee covered by this agreement shall have the right to refuse to cross a union picket line or refuse to do the work of a striking or locked out employee, or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to do any of the preceding shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action other than loss of wages for the period involved.

4.07 Union Dues

- (a) The employer shall deduct from every employee covered by the bargaining unit any initiation fees, monthly dues, or assessments levied, in accordance with the union Constitution and/or Bylaws, and owing to the union.
- (b) Deductions will be made each payroll period and shall be forwarded to the Secretary-Treasurer of the union not later than the 15th day of the month following the month for which deductions have been made, accompanied by a list of all members from whose wages the deductions have been made.

ARTICLE 5. DISCIPLINARY PROCEDURES

5.01 Adverse Report

- (a) The employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the union and to the C.U.P.E. representative. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regard to discharge, discipline, promotion,

demotion or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

- (b) Where there has been no record of disciplinary action within the last three (3) years, then any and all records of disciplinary action taken prior to that three (3) year period shall not be used against the employee in any new disciplinary matters.
- (c) Failure to grieve an adverse report, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- (d) An employee may apply to have specific records of discipline or adverse reports taken off their file by making a request in writing to the Superintendent of Schools or designate. Approval of such request shall be at the discretion of the Superintendent of Schools or designate.

5.02 Discipline and Dismissal

Subject to the employee's prerogative to invoke Grievance Procedure as provided in Article 6 of this agreement, any employee may be disciplined or dismissed for cause with full details and notice in writing to be given within three (3) days to the employee and the union. Upon dismissal, the only benefit subject to forfeit is service recognition pay [as defined in Section 10.15], any forfeiture of which shall be at the discretion of the employer.

5.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

5.04 Right to Have Steward Present

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward to be present at the interview.
- (b) A steward or Local Union Officer shall have the right to consult with a C.U.P.E. staff representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 6. GRIEVANCE PROCEDURE AND ARBITRATION

6.01 In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable; such question or difference shall be finally and conclusively settled without stoppage of work in the following manner.

(a) Definition of Grievance:

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the employer has or where the employer has been alleged to have acted unjustly, improperly or unreasonably. Such difference or question shall be finally and conclusively settled without stoppage of work as set out below.

(b) Grievance on Safety, Harassment or Discrimination:

An employee, or a group of employees, requested to work under conditions which he/she believe to be unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) shall:

- (i) Stop work.
- (ii) Employee with two (2) other C.U.P.E. members will try to resolve it through the Assistant Superintendent's office before the end of the next working day.
- (iii) Failing settlement under Step (ii) above, the employee has the right to file a grievance in the third step of the grievance procedure.

(c) Deviation from Grievance Procedure:

After a grievance has been formally initiated by the employee, the employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the written consent of the union. Violation of this section shall result in the grievance being disallowed. The reverse would also apply.

6.02 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

- (a) Step 1 - Such difference or grievance may first be discussed verbally with the supervisor concerned by the grievor (or his/her representative) and with the shop steward or other member of the union present; or it may be reduced to writing by the grievor and taken up by the employee (or his/her representative) and a representative of the union with the said employee's supervisor. At each step of the Grievance Procedure the grievor shall have the right to be present. The grievance, whether taken up verbally or in writing, must be commenced within ten (10) working days of the occurrence of the alleged difference or grievance or from when the parties first became aware of the occurrence. Where an employee (or his/her representative) elects to discuss the matter verbally and the grievance is not resolved, then it shall be reduced to writing and again presented to the supervisor with whom it was discussed verbally before being advanced to subsequent grievance steps. Such reduction to writing and presentation to the supervisor shall take place within ten (10) working days of the verbal discussion. Replies to grievance shall be in writing at all stages.
- (b) Step 2 - Failing satisfactory settlement within five (5) working days after the dispute has been submitted under Step 1, the steward will submit to the Superintendent of Schools or designate, a written statement of the particulars of the grievance and the redress sought. The Superintendent of Schools or designate shall render his/her decision within five (5) working days after receipt of such notice.

- (c) Step 3 - Failing settlement being reached in Step 2, the union or Board may refer the dispute to arbitration within ten (10) working days.

6.03 Should the Board or the union initiate the grievance, the matter may be initiated at Step 2, as set out in section 6.02(b) of this Article.

6.04 Arbitration

- (a) Expedited Arbitration:

Either party may invoke the expedited arbitration procedures of the B. C. Labour Code to facilitate the settlement of grievances, rather than arbitration as outlined in sections 6.04(b) and 6.05.

- (b) Appointment of Board of Arbitration:

If expedited arbitration is not invoked as provided in section 6.04, then a Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notification and statement, the other party shall, within five (5) days, appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall try to select a third member who shall be chairman. Should the representatives fail to select such a third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a chairman. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the chairman shall be shared equally between the parties.

- (c) The Board of Arbitration shall report its decision on the grievance within fourteen (14) days of the appointment of the chairman. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this agreement.

6.05 Alternative to a Board of Arbitration

The Board and the Union can agree that a single arbitrator hear a grievance with the same powers and rights conferred upon a three (3) person Board of Arbitration.

6.06 Suspension of Time Limits

Wherever a stipulated time limit is mentioned in this article, the said time limit may be extended by mutual consent of both parties.

ARTICLE 7. HOURS OF WORK AND SHIFTS

7.01 Hours of Work

The regular hours of work for full-time employees, excepting clerical employees, shall be eight (8) consecutive hours, exclusive of the lunch periods and the time designated between the first and second portions of split shifts, and five (5) days per week, Monday to Friday, inclusive.

7.02 The regular hours of work for full-time clerical employees shall be seven (7) consecutive hours per day, exclusive of the lunch period, and five (5) days per week, Monday to Friday, inclusive, and shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m.

7.03 The five (5) day, forty (40) hour working week is the established policy of the Board for all full-time employees except for clerical employees and Special Education Teaching Assistants who work thirty-five (35) hours in a five (5) day week between the hours of 7:00 a.m. and 5:00 p.m. All employees, clerical or non-clerical, working less than full time as shown above, shall have their hours scheduled and posted in the same manner as full-time employees.

7.04 Shifts

Day Shift shall be eight (8) consecutive hours, excluding one-half (1/2) hour for mealtime, commencing at seven a.m. (7:00 a.m.) and completed by five p.m. (5:00 p.m.), Monday to Friday, inclusive, except in cases mutually agreed upon between the School Board and the Union.

7.05 Afternoon Shift shall be eight (8) consecutive hours, excluding one-half (1/2) hour for mealtime, commencing at three p.m. (3:00 p.m.) and completed by twelve o'clock (12:00) midnight, Monday to Friday, inclusive, except in cases mutually agreed upon between the School Board and the Union.

7.06 Graveyard Shift shall be eight (8) consecutive hours, including one-half (1/2) hour for mealtime, commencing at eleven p.m. (11:00 p.m.) and completed by seven a.m. (7:00 a.m.), Monday to Friday, inclusive.

7.07 Split Shift, except Crossing Guard positions, shall be eight (8) hours, including one-half (1/2) hour for mealtime, and shall be concluded within ten (10) hours of commencement. Crossing Guards will work fifteen (15) hours per week, when school is in session, with three (3) one (1) hour non-consecutive shifts per day.

7.08 Weekend Shift shall be two eight (8) hour shifts taking place on Saturday and Sunday.

7.09 Special Shift Provisos

(a) Where a regular full-time employee is reassigned to a shift other than Monday to Friday, inclusive, the work week shall consist of five (5) consecutive days, and where possible, shall be followed by two (2) consecutive days off, with the first day deemed to be Saturday and the second day deemed to be Sunday. The employer shall give forty-eight (48) hours' notice prior to scheduled days off to change a scheduled shift.

(b) A compressed work week shall be by common consent of C.U.P.E. Local 801, the employee and supervisor, which consent shall not unreasonably be withheld and shall not exceed an average of the hours per week as per clause 7.03. The appropriate shift differential shall be paid only for those hours worked past 7:00 p.m. The work day is deemed to be from 7:00 a.m. to 7:00 p.m.

(c) Maintenance employees required to be on standby shall receive one (1) hour of banked time for each weekend day on standby.

7.10 Shift Differential

A shift differential of thirty-five (35) cents per hour will be paid if the shift falls within the definition of an afternoon shift; forty-three (43) cents per hour if the shift falls within the definition of a graveyard shift.

7.11 Overtime

All time worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be deemed overtime except for office and clerical staff which shall be seven (7) hours in any one day, thirty-five (35) hours in any one week. Where conditions necessitate overtime and where the work is authorized, such overtime shall be paid for at the following rates:

- (a) Time and one-half the standard rate of pay for time worked in excess of eight (8) hours in a day or forty (40) hours in a week at standard rate of pay for employee categories working an eight (8) hour day; in excess of seven (7) hours in a day or thirty-five (35) hours in a week for categories working a seven (7) hour day.
- (b) Double standard rate of pay for time worked in excess of ten (10) hours in a day or forty-three (43) hours in a week for employee categories working an eight (8) hour day; in excess of ten (10) hours in a day or thirty-eight (38) hours in a week for employee categories working a seven (7) hour day.
- (c) For those full-time employees on a compressed work week schedule, time and one-half the standard rate of pay for the first two (2) hours worked beyond the agreed to daily schedule or for the first three (3) hours worked beyond the agreed to weekly schedule, thereafter the rate of pay shall be double the standard rate. Part-time employee overtime rates will be by individual agreement between the union and the employer.

7.12 Except for employees working less than one-quarter (1/4) of full time on a regular basis, all time worked on a Sunday shall be paid for at the rate of double time; time worked on an employee's other scheduled weekly day off shall be paid for at the rate of time and one-half.

7.13 Banking of Overtime Hours

- (a) Overtime compensation, at the applicable rates outlined in Article 7.11, shall be monetary or in time off, at the employee's option. If the employee chooses time off, such time shall be scheduled by mutual agreement of the employee and the employer.
- (b) Overtime banked from January to June each year shall be taken prior to December 31st of that year, and overtime banked from July to December shall be taken prior to June 30th the following year. Under special circumstances an employee may apply to the Joint Labour Management Committee to carry over banked time beyond these limits.

7.14 Callout and Miscellaneous

Any full-time employee who is called in and required to work outside their scheduled working hours shall be paid for a minimum of two (2) hours at overtime rate for each callout. Regular part-time employees not working in excess of Article 7.11 shall receive a minimum of two (2) hours' pay at straight time for each callout.

7.15 (a) Any employee reporting for work for a scheduled shift shall be paid at their regular rate of pay for the entire period of work with a minimum of two (2) hours' pay if they do not commence work and a minimum of four (4) hours' pay if the employee does commence work.

(b) Exemptions from the four (4) hour minimum are:

- (i) Supervision Assistant I;
- (ii) Crossing Guards;
- (iii) small schools with fewer than 75 students, in which case a two (2) hour minimum will apply;
- (iv) other positions by mutual agreement.

(c) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.

(d) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.

(e) The rate of pay for all hours of any combined job shall be paid at the highest hourly rate of the combined classifications.

7.16 For the purpose of computing pay, the end of a day shall be deemed to be midnight, and the end of the week shall be Saturday midnight, except in the case of those employees starting a scheduled shift under Clause 7.06, prior to Saturday midnight, in which case the end of that employee's week shall be the end of that shift.

7.17 Rest Period

All employees shall be permitted a fifteen (15) minute rest period both in the first half and in the second half of the shift.

ARTICLE 8. LEAVE OF ABSENCE

8.01 Union Leave

Time off without loss of regular salary shall be granted to not more than five (5) regularly appointed union representatives (including the President) to participate in contract bargaining and in Grievance Committee and Labour Management Committee meetings called by the parties.

8.02 (a) Official representatives of the union will be granted a leave of absence without pay to attend union conventions or perform any other function on behalf of the union and its affiliations.

(b) Representatives should notify the Superintendent of Schools or designate of the release time needed at least three (3) working days in advance.

(c) Such leave of absence shall not affect an employee's seniority and/or benefits contained in this agreement.

8.03 Any employee who is elected or selected for a full-time position with the union or any body with which the union is affiliated shall be granted leave of absence without pay for a period up to one (1) year and such leave may be renewed each year on request. Such leave shall not affect the employee's seniority.

8.04 Jury Duty

Employees shall be given leave of absence without reduction in regular salary when serving on juries or when subpoenaed as a court witness providing the employee remits to the Board any monies received for such services.

8.05 Compassionate Leave

(a) An employee shall be granted a period not to exceed five (5) working days without loss of regular salary in the event of death or critical illness of the employee's spouse, parent (or employee's spouse's parent), grandparent, sibling, child, grandchild, legal ward, son-in-law or daughter-in-law.

(b) Where a special relationship has existed with relatives not covered in the above, the employee may request compassionate leave, setting out the basis of the special relationship. Where the Board accepts the validity of the special relationship, the compassionate leave granted shall be as set out above.

8.06 Special Leave

Leave of absence without loss of seniority and benefits will be granted for the following reasons:

(a) Formal hearing to become a Canadian citizen - one (1) day's leave with pay.

(b) In the event that a serious household or domestic emergency arises, such as fire, water or landslip causing structural damage, major accident to a member of the household, etc. - one (1) day's leave with pay.

(c) To attend the graduation ceremonies at University, B.C.I.T., or other Provincial Educational Institute from a course at a level not less than a two (2) year diploma or equivalent, where the graduate is the employee, the employee's spouse, child or legal ward - one (1) day's leave with pay.

(d) To attend the delivery or adoption of his/her child - one (1) day's leave with pay.

- (e) To attend and participate in the delivery of his child where the employee has completed a pre-natal class training as approved by the P.H.S. - one (1) day's special leave at 50% salary.

8.07 Notwithstanding the above paragraphs, an employee shall be granted up to five (5) work days (not necessarily consecutive) leave of absence without pay but without loss of benefits or seniority to administer bereavement responsibilities as executor.

8.08 Employees shall be entitled to a leave of absence without pay for personal reasons with the approval of the employer. Such leave of absence will not exceed twenty (20) working days. Employees on such leave of absence shall continue to accumulate seniority during such leave.

8.09 (a) Leaves of absence in excess of twenty (20) working days may be granted by the employer providing that a replacement satisfactory to the employer can be obtained. Time spent on a leave of absence in excess of twenty (20) working days shall not accumulate seniority nor count for vacation entitlement. Also, the responsibility for the payment of fringe benefits shall rest with the employee, the calculation of which shall be given to the employee prior to the leave of absence taken.

- (b) When an employee proceeds on long-term leave of absence, every effort will be made to return him/her to his/her original position upon return. This is usually accomplished automatically by filling the position with a temporary appointment expiring upon his/her return. Circumstances may, however, change the job needs during the leave. In the event that such change or changes constitute a layoff as defined in Article 16.01, then the provisions of Article 16.03, Bumping, apply.

8.10 Education Leave

- (a) Where the employer requires an employee to attend a course of instruction, the full costs associated with such a requirement shall be assumed by the employer.
- (b) Where an employee requests leave to attend a course of instruction, payment of any costs will be at the discretion of the employer.
- (c) All leaves of absence granted under this article shall be considered as time worked if the course of instruction occurs during working hours.

8.11 Discretionary Leave

Upon written application to the Superintendent of Schools or designate, and providing a satisfactory replacement is available, if required, one (1) day's discretionary leave per budget year with pay shall be granted to each employee who has accumulated two (2) years seniority with the Board.

8.12 Deferred Salary Leave Plan

The Board agrees to maintain a Deferred Salary Leave Plan for the use by employees covered by this agreement.

8.13 Maternity Leave

- (a) When a pregnant regular employee takes the maternity leave to which she is entitled pursuant to the *Employment Standards Act*, the Board shall pay 25% of the current salary for the first two (2) weeks of the leave.
- (b) The Board agrees to enter into a Supplemental Employment Benefit Plan Agreement required by the *Unemployment Insurance Act* in respect of such maternity payments.

8.14 Other Leaves

Leaves of absence with or without pay may be considered in addition to or for purposes other than those set out in the above provisions.

ARTICLE 9. WORK AWAY FROM REGULAR CENTRE

9.01 In an emergency situation any employee may be required to work away from his/her posted job location to any part of the school district for not more than fifteen (15) consecutive working days. Any additional costs of transportation shall be borne by the employer.

9.02 All travelling time, except to and from regular duties, shall be regarded as part of a normal shift, except where travelling is done after a shift is finished. Travelling done after a shift is finished will be paid for at the overtime rate.

9.03 Summer Scrub Crews

When Custodial Summer Crews are utilized, the following shall be adhered to:

- (a) There may be three (3) crews, as follows:
 - (i) Crew A: Pender Harbour, Madeira Park.
 - (ii) Crew B: Sechelt, Chatelech, Davis Bay, West Sechelt, Halfmoon Bay, Kinnikinnick, Phoenix, Field Road.
 - (iii) Crew C: Roberts Creek, Cedar Grove, Gibsons, Heritage Building, Elphinstone, Langdale, School Board Office.
- (b) Crews will function only in July and August.
- (c) Crews may have a combination of ten (10) and eight (8) hour shifts, in accordance with the collective agreement.
- (d) Crew members will attend meetings prior to summer clean-up to have input into scheduling and work loads.
- (e) Crew members' travel time to and from their posted positions to the summer work sites will be counted as time worked.
- (f) Crews will be assigned clean-up time in person hours which is equitable across the district.

- (g) Crew schedules for each work site will show the following:
- (i) total number of person hours of the summer crew as well as the total number of person hours the posted custodial staff have already had for summer clean-up;
 - (ii) specific jobs assigned to each member of the crew. These jobs are to be rotated on a day-to-day or school-to-school basis at the agreement of the crew members and the Custodian III.
- (h) Crews will receive a priority list of jobs that will be applied equitably across the district.
- (i) Lead hand rate will be paid to the senior custodial person on each crew. If the senior custodial person is absent, the next senior person will receive this rate, etc.
 - (j) Crews will be composed of the normal custodial staff for the assigned area ('a' above).
 - (k) Crew members may switch crews providing the request is reasonable and has approval of the Custodial Supervisor. This request will not be unreasonably refused.
 - (l) Each crew will be provided with all necessary equipment, including a carpet cleaner.
 - (m) Whenever possible, the summer work schedule will be organized so that a member of the posted custodial staff will be on hand during summer clean-up. It is understood that flexibility may be necessary due to construction, vacation schedules and emergencies.
 - (n) A crew member requesting to work alone will be accommodated whenever possible. It is understood that this request will not be unreasonably refused.

ARTICLE 10. EMPLOYEE BENEFITS

Preamble

“Regular and Temporary Employees” shall be entitled to all fringe benefits provided by the collective agreement, from date of hire, except as otherwise provided.

10.01 General

- (a) The Parties have agreed to participate in a jointly trusteed benefits trust and shall place their dental, extended health and group life insurance benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.
- (b) Once the trust is able to take on that responsibility, the parties agree that they will participate on the following conditions.
 - (i) If there is no penalty clause in the current contract(s) with existing benefits carrier(s)/consultant(s), as soon as possible; or
 - (ii) If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

- (c) Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendation Regarding Outstanding Accord Matters dated March 21, 2001.
- (d) The Parties further agree to participate in a government funded long term disability plan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.
- (e) 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.

10.02 Pension (Municipal) Act

Employees shall be covered by the provisions of the *Pension (Municipal) Act*. Retirement shall be in conformity with the *Act*.

10.03 Employee Medical and Dental Benefits

- (a) Enrollment in the Medical Services Plan of British Columbia and the Extended Health Plan shall be a condition of employment for all regular employees, excepting those whose spouse has coverage in a similar plan. All premiums shall be paid by the employer. The Plan shall include:
 - (i) Prescription drugs - paid at 100%.
 - (ii) Massage/physio combined - \$250.00 maximum [twelve (12) visits paid under M.S.P. with subscriber paying \$10.00 per visit]; subsequent visits are \$30.00.
 - (iii) Chiropractor/naturopath combined - \$200.00 maximum [twelve (12) visits paid under M.S.P. with subscriber paying \$10.00 per visit].
 - (iv) Vision care - \$250.00 per twenty-four (24) month period.
 - (v) Hearing aids - \$700.00 per twenty-four (24) month period.
 - (vi) Orthotics - \$250.00 per year.
 - (vii) Direct billing cards.

For specific coverages, refer to the Group Benefits booklet or contact the payroll department.

- (b) A Dental Plan shall be available to all regular employees. The Board shall pay the premium costs for employees working half-time [fifteen (15) hours per week or more]. Employees working less than half-time shall pay prorated premiums. The coverage shall include:
 - (i) Plan "A": 90% coverage - basic dental care (you pay 10%) - examination, x-rays, fillings, etc.; "emergency dental care" is covered the same as above anywhere in the world. You will be reimbursed as per the B.C. fee schedule.
 - (ii) Plan "B": 50% coverage - crowns and bridges (you pay 50%).
 - (iii) Plan "C": 50% coverage - orthodontics (maximum of \$2,000 per lifetime).

(c) Long Term Disability Plan:

- (i) A Long Term Disability Plan shall be available to all regular employees working fifteen (15) hours or more per week. Premiums shall be paid by the employer.
- (ii) It is agreed that any savings realized by a Government funded Long Term Disability Plan shall be credited towards benefit improvements to unionized staff. The application of such credit shall be determined by way of discussions between the parties.

10.04 Group Life Insurance

The Board shall institute group life insurance for C.U.P.E. members at one (1) times an employee's annual earnings, effective September 1, 2000.

10.05 Sick Leave

- (a) After completion of the probationary period, all regular employees shall be entitled to Sick Leave on the basis of one and one-half (1-1/2) working days per month for each working month and the unused portion shall be permitted to accumulate without maximum, provided that no more than 150 days of such accumulated sick leave may be used in any one (1) calendar year (January 1st to December 31st.) For the purpose of sick leave allowance and accrued sick leave, one (1) day shall equal the regular working hours of each employee. Notwithstanding the above, at least one (1) day per month for each working month will be retained specifically for an employee's own illness.
- (b) Sick Leave benefits will only be granted in the event of sickness or as a supplement to Workers' Compensation Board payment.
- (c) The C.U.P.E. Sick Leave Bank (CSLB) shall be maintained by depositing at the beginning of each fiscal year a prorated number of hours from each C.U.P.E. employee's accumulated sick leave. This bank shall be administered by C.U.P.E., Local 801. The C.U.P.E. Executive shall inform the Secretary-Treasurer each June the number of sick leave hours to be deposited in the CSLB. This amount shall not exceed 600 hours in any one (1) year.
- (d) Any C.U.P.E. employee with no available sick time may apply to the CSLB for assistance.
- (e) Employees on sick leave shall be able to return to work on a part-time basis for a period up to six (6) months upon their doctor's recommendation, subject to the availability of an appropriate relief employee.
- (f) When it is necessary to utilize medical or dental services in Metropolitan Vancouver or some other center, the necessary time off will be allowed, with pay, to a maximum of five (5) days, to be charged against accumulated sick leave. It shall be considered "necessary" when services are neither sufficient nor available on the Sunshine Coast.

(g) Family Illness/Emergency:

- (i) An employee shall be entitled, after notifying his/her supervisor, to use a maximum of three (3) days' accumulated sick leave during the illness of an immediate family member living in the same house as the employee. This provision is applicable to more than one illness per year. The employer reserves the right to require a medical certificate covering the illness of the family member.
- (ii) In cases of extreme or prolonged illness of a spouse or child, the employee shall have the right to appeal to the Board for special compassionate leave, and where no substitute is used the time taken shall be with pay against accumulated sick leave. Where a substitute is used the leave may be without pay, or with pay against sick leave, or a combination of both, at the discretion of the Board. Such leave shall not be withheld unjustly.

10.06 Employees may be required to provide a medical certificate as proof of eligibility for benefits under this article. The costs of such a letter will be borne by the employer.

10.07 An employee shall be advised, on application to the Superintendent of Schools or designate, of the amount of Sick Leave to his/her credit.

10.08 All Sick Leave credits, except as may be payable under preceding clauses, are cancelled upon termination of employment.

10.09 Sick Leave pay shall be paid for the first day not covered by the Workers' Compensation Act when the employee has accumulated Sick Leave credits.

10.10 By February 28th of each year, the employer shall advise each employee, in writing, of the amount of Sick Leave accrued to his/her credit as at December 31 of the previous year.

10.11 In the event of death of an employee, the value of all accrued Sick Leave shall be paid to the employee's estate.

10.12 (a) An employee having accrued Sick Leave to his/her credit shall, on retirement, receive an allowance in lieu thereof equal to 50% of such credit to a maximum of 43-1/2 working days (two regular months) at the rate of pay effective immediately prior to retirement.

- (b) At the employee's request, the payment of this allowance shall be a lump sum payment at the time of termination or retirement, or, for income tax purposes, held over to any taxation year following termination of employment. But, where an employee of his/her own free will elects to retire earlier than the normal retirement date and does not notify the Board before January 31st of the year in which he/she decides to retire, so that the allowance can be budgeted for, the Board reserves the right to pay the allowance in the subsequent year.

10.13 Workers' Compensation Supplement

- (a) If an employee is entitled to Workers' Compensation benefits, such benefits are to be paid directly to the employee. In addition, the Board will pay the difference between the employee's full salary and the amount of the Workers' Compensation Board payments, so long as the accumulation of Sick Leave benefits permits.

- (b) The charge against the Sick Leave, after the first day, shall be in the amount of one-fourth (1/4) of a day for each day that the Board pays the difference between full salary and the amount of the Workers' Compensation Board payments.

10.14 Unemployment Insurance

Employees will be covered by the provisions of the *Unemployment Insurance Act* according to regulations issued from time to time by the Federal Government.

10.15 Service Severance Pay & Service Recognition Pay

It is agreed and understood that "Service Severance Pay" shall be paid employees of the employer on the following basis:

- (a) Service Recognition Pay:

Employees terminating from the service of the employer, other than by way of retirement or culpable termination, and who have completed seven (7) years of service, shall be paid two (2) days' pay for each calendar year of service. Part-time service shall be calculated on a pro rata basis.

- (b) Service Severance:

Employees terminated from the service of the employer by way of a non-culpable termination shall be paid three (3) days' pay for each calendar year of service up to, and including, the sixth (6th) year, and four (4) days' pay per calendar year of service for the seventh (7th) and subsequent years. Part-time service shall be calculated on a pro rata basis.

- (c) Retirement:

Employees retiring from the service of the employer shall be paid four (4) days' pay for each year of service.

10.16 The Board and the union agree that the definition of spouse for the purposes of benefits includes same sex couples.

10.17 Employee Assistance Program

The Board confirms its support for the joint Employee Assistance Program that has been implemented in conjunction with all employee groups. The Board commits a minimum of \$14,000 per year to support this program. Extra amounts are to be established annually in conjunction with the setting of the district's operating budget.

10.18 Daycare Refund

A parent with dependent children under the age of twelve (12) shall, upon presentation of a receipt from the daycare provider by June 30th, be provided with a one hundred dollar (\$100.00) refund each school year.

ARTICLE 11. HEALTH AND SAFETY

11.01 Video Display Terminals (VDT's)

- (a) Where an employee is required to operate a VDT, the following will apply:
 - (i) The employee will not monitor a screen continuously for longer than two (2) hours without either a fifteen (15) minute rest period or a reassignment to other work for a period of fifteen (15) minutes or more.
 - (ii) An employee will not be required to monitor a VDT screen during the last hour of the shift.
 - (iii) No employee will be required to work at monitoring a VDT screen for more than a total of six (6) hours in any one day.
 - (iv) The School Board, whenever possible, will provide suitable equipment (i.e. adjustable chairs, keyboards at proper typing heights) and keep screen glare to a manageable level.
- (b) The Board will ensure that all VDT's are CSA approved and are serviced at least on an annual basis by a qualified person or persons. Terminals found to be injurious to the health of the operator shall be removed from service until repaired. Terminals shall meet radiation emission standards established by the Ministry of Labour.

11.02 Eye Examination

- (a) When a majority of an employee's daily work time requires monitoring such VDT's, such employees shall have their eyes examined by an ophthalmologist of the employee's choice at the nearest community where medical facilities are available, and after six (6) months a further test, and annually thereafter, if the employee so requests. The examination shall be at the employer's expense where costs are not covered by insurance. Time off work to attend the eye test shall be granted with pay.
- (b) Where it is determined that glasses are required, the Board shall pay up to a maximum of \$100.00 towards the cost of those glasses which is in excess of the coverage in the EHB Plan.

11.03 Pregnant Employees

- (a) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
- (b) When a pregnant employee chooses not to monitor such video display terminals, if other positions at the same or lower level are available, she would be reassigned, wherever possible, to such a position and paid at her regular rate of pay. Every effort will be made to secure a position.
- (c) Where work reassignment as above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on such leave of absence, benefit coverage shall be as provided to a laid-off employee (Clause 16.08).

11.04 Communicable Diseases

- (a) An employee working in an environment where serious communicable diseases have been determined by the School Medical Health Office to exist may request that the Board provide a Hepatitis "B" inoculation. Upon approval of the Superintendent of Schools or designate the Board will pay 50% of the cost of such inoculation.
- (b) An employee will receive reimbursement of flu inoculations if free flu clinics are not offered by public health.
- (c) Employees shall receive training in communicable diseases from proper medical personnel where applicable to their job.

11.05 Employee Safety

- (a) The Board will provide as soon as practicable a safety summoning device at locations where employees work alone or are required to work in isolated areas.
- (b) All custodial and maintenance employees shall be given an initial hearing test after completion of their probationary periods and annually thereafter.
- (c) Upon application to the Board, employees who have successfully completed Industrial First Aid training shall be refunded the cost of the course.
- (d) Each calendar year, maintenance and custodial staff shall, upon presentation of a receipt, be provided with a \$50.00 refund for the purchase of safety footwear.

ARTICLE 12. PROTECTIVE CLOTHING

12.01 The employer shall provide the following protective equipment/clothing in each school:

- (a) adequate ear protectors,
- (b) a supply of dust masks and rubber gloves,
- (c) one office smock,
- (d) eye safety goggles.

12.02 The employer shall provide the following protective equipment/clothing in the Maintenance Department:

- (a) adequate ear protectors and a supply of dust masks,
- (b) rubber gloves,
- (c) work gloves (the employer may require the employee to return the old gloves),
- (d) wet weather gear for employees normally not assigned to work outside on a full-time basis,
- (e) two (2) pairs of coveralls - to be replaced.

12.03 Coveralls

At the coming into effect of this clause, or upon initial appointment to the school district, the school district will provide two (2) pairs of coveralls to each member of the

maintenance staff. One (1) pair will be provided at each secondary school for the use of the custodial staff. Cleaning of the coveralls is the responsibility of the employee. When a pair of coveralls is in need of replacement, this will be arranged by Superintendent of Schools or designate upon his/her agreement that the old pair is no longer serviceable.

ARTICLE 13. TOOLS

- 13.01 (a) The employer will supply necessary power tools to maintenance employees.
- (b) All tradesmen and apprentices shall submit a list of personal tools used on the job to the Superintendent of Schools or designate for approval. This list will be reviewed yearly in February.
- (c) Where an employee is required to use personal hand tools, the employer shall replace any hand tools as a result of wear and tear or theft up to a maximum value of \$100.00 for any one tool. This replacement cost shall be limited to \$300.00 per annum per maintenance employee.

ARTICLE 14. GENERAL PROVISIONS

14.01 Use of Employees' Vehicles

- (a) The employer does not require any employee covered by this agreement to own a vehicle as a condition of employment. Further, the employer shall endeavour, as soon as possible, to phase out the use of employee vehicles.
- (b) If an employee is requested and consents to use his/her own vehicle for the employer's purposes, he/she shall be paid mileage at the prevailing mileage rates paid by the Provincial Government to its employees.

14.02 Substitutes

- (a) If an employee substitutes on any job during the absence of another employee, or performs duties of a higher classification, he/she shall receive the rate of pay for the job, or his/her regular rate, whichever is greater.
- (b) In multi-employee work locations, qualified part-time employees will be offered on a seniority basis the first chance for extra employment.

14.03 School Function

- (a) The employer may require a member of the custodial staff to be in attendance at any school function and to work required overtime to prepare the facilities for the next school session.
- (b) Except for School Board functions, the employer shall be required to have a member of the bargaining unit in attendance during any other function where school facilities are used. The union agrees that employees other than full-time employees may be used, but only when the school facilities are being used outside of the regular shift of the custodial staff.
- (c) It is agreed, when any school facility is booked for a continuous function in excess of three (3) days, the employer will notify the senior custodian and/or custodian I so as

to minimize operational problems.

14.04 Payment of Salaries

Salaries shall be paid bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement.

14.05 Personal and Sexual Harassment

- (a) The employer and the union recognize the right of the employees and management representatives to be treated fairly in a workplace that is free of personal or sexual harassment.
- (b) The Union and the Board recognize the right of all employees to work in an environment free from sexual harassment.
- (c) Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.
- (d) No employee shall be subject to reprisal or threat of reprisal as a result of filing a grievance under this clause. It is recognized, however, that false or malicious complaints may damage the reputation or be unjust to other employees and, therefore, disciplinary action may apply in cases where false or malicious complaints are lodged.

(i) Personal harassment shall be defined as:

- any behaviour which denies individuals their dignity and respect, and or
- is offensive, embarrassing and humiliating to said individual.

Therefore, personal harassment of another employee in carrying out the duties or in the provision of his/her services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor, constitutes a disciplinary infraction.

(ii) Sexual harassment shall be defined as:

- sexual advances comprised of offensive sexual comments, gestures and/or physical contact at the work place which are objectionable or offensive either on a one-time basis or in a continuous series of incidents;
 - favours or promises of favours or advances in return for submission to sexual advances;
 - reprisals or threats for rejection of sexual advances by either employees or management representatives, whether male or female.
- (e) In cases of sexual harassment by a fellow employee or supervisor, the employee being harassed has the right to discontinue contact with the harasser without incurring any penalty.
 - (f) Where the employer finds it appropriate to separate two employees in order to terminate repeated harassment, it shall, wherever possible, be the harasser who is transferred; the employee who is harassed shall not be transferred against his/her will.

14.06 Access to Personnel Files

An employee shall have the right, by appointment through the Superintendent of Schools or designate to have access to and review his/her personnel file, and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

14.07 Indemnification Clause

The School Board agrees to defend, save harmless and indemnify the employee from any demands, claims, suits, actions or other proceedings which may be brought against him/her and which arise from the proper performance of his/her duties and for any cost, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith. This covenant does not apply in respect of any criminal acts committed by the employee or in respect of any civil negligence on the part of the employee occurring outside the course and scope of his/her appointment.

14.08 Anti-Discrimination

- (a) The employer shall treat all the employees in a just and equitable manner, consistent with the terms of the agreement.
- (b) The employer shall not discriminate on the basis of race, creed, marital/family status, colour, sex, age, political affiliation or sexual orientation. This does not preclude the employer's rights where proper and just cause exists according to statute.
- (c) The employer shall not discriminate against any employee for membership in or for activities on behalf of the union or for membership in any accredited trade union or political party.

14.09 Whistle Blower Protection

No employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting pollution, W.C .B., sexual harassment or other violations or alleged violations by the employer. It is agreed the union shall advise the employer of any violation it may be aware of prior to reporting any alleged violations, and to afford the employer reasonable opportunity to correct the violation.

14.10 Training and Professional Development Fund

The employer will establish in each budget year a fund of \$15,000 for the purpose of employee training and professional development. The administration of this fund will be by a joint committee of employer and employee representatives.

ARTICLE 15. SENIORITY

15.01 Seniority List

The employer shall maintain two (2) seniority lists - Seniority List 1 and Seniority List 2, as defined below. An updated Seniority List 1 shall be sent to the union by April 1st and November 1st each year. Seniority List 2 will also be sent to the union by April 1st and November 1st each year and will include all shift credits up to March 1st and October 1st respectively.

15.02 Establishment of Seniority

(a) Seniority List 1:

- (i) Seniority retroactive to the initial date of employment shall be established on Seniority List 1 for new employees following three (3) calendar months of continuous service in a regular posted position. Such period of time may be extended by mutual consent of both parties, in writing, but such extension should not exceed one (1) month except in unusual circumstances.
- (ii) For employees who transfer to regular employment from Seniority List 2, a seniority date on List 1 will be established as the date started in the regular posted position or as the date started in a temporary posted position if there is no break in service and the position is the same.
- (iii) Shift credits on List 2 do not transfer over to List 1, except as stated in (i) and (ii) above.

(b) Seniority List 2:

Effective November 1, 2000, Seniority List 2 referred to in previous collective agreements has been replaced as follows:

This list has been established for the purpose of applying for posted positions and available shift assignment and includes all temporary and casual employees who have completed ninety (90) shifts within the past three (3) years. Shift is defined as any day on which an employee has worked.

The calculation for value on Seniority List 2 will be:

- (i) Casual and temporary employees will receive one (1) shift credit for each shift worked. When they have accumulated ninety (90) shifts within a three (3) year period of time, they will be placed on Seniority List 2.
- (ii) When determining the most senior person on Seniority List 2 for posting and filling, the total number of shift credits as of the last payroll will be the deciding factor.
- (iii) When determining the most senior person on Seniority List 2 for casual call-in, the total number of shift credits as of the previous posted seniority list (April 1st or November 1st) will be the deciding factor.
- (iv) November 1, 2000, Implementation:
The total number of shifts worked since January 1, 1999, will be used. A shift is defined as any day on which an employee has worked.

15.03 Retention of Seniority

It is agreed between the parties hereto that seniority shall be retained and accumulated on the following basis:

(a) Retention of Seniority on Seniority List 1:

- (i) Employees who are laid off after six (6) calendar months but less than one (1) year's service shall retain seniority for a period of three (3) calendar months.

(ii) Employees who are laid off after one (1) year's service shall retain their seniority for a period of twelve (12) calendar months.

(b) Accumulation of Seniority:

- (i) Absence due to a bona fide sickness, provided such sickness is attested to by a qualified medical practitioner, if required by the employer.
- (ii) Absence while serving in the Armed Forces, during a national emergency for a period of ninety (90) days after honourable discharge.
- (iii) While on the first six (6) months of approved maternity leave.

15.04 Loss of Seniority

(a) An employee shall only lose seniority on Seniority List 1 in the event:

- (i) He/she is discharged for just cause and is not reinstated.
- (ii) He/she resigns.
- (iii) He/she is absent from work in excess of two (2) working days without sufficient cause or without notifying the employer, unless such notice was not reasonably possible.
- (iv) He/she fails to return to work within ten (10) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause, provided however that the ten (10) calendar days commence on the date the employer registered the notification of recall. It shall be the responsibility of the employee to keep the employer informed of his/her current address.
- (v) He/she is laid off for a period longer than the time limits contained in Article 15.03.

(b) An employee shall only lose seniority on Seniority List 2 in the event:

- (i) He/she is discharged for just cause and is not reinstated.
- (ii) He/she resigns.
- (iii) He/she has not been called in to work, or is unavailable during any twelve (12) month period (will also be removed from the casual list).

15.05 Role of Seniority in Promotions and Transfers

The parties agree to the principle of promotion from within the service of the employer and that job opportunity should increase in proportion to length of service. Seniority is accumulated on only one (1) list at any one time. Priority is given to names on List 1, List 2, and then those serving a probationary period. In the event that a position is filled by an employee serving a probationary period, then that probationary period shall start again upon the assumption of the new position. The vacancy created by the transfer of this probationary employee does not require reposting.

15.06 Postings

- (a) Where a vacancy occurs, or a new position is created, or there is an increase of twenty-five percent (25%) of the time worked in an existing position, or a prolonged illness occurs, either inside or outside of the bargaining unit, the employer shall immediately notify the union in writing to the secretary of the union and post notice of the vacancy or new position on bulletin boards for a minimum of seven (7)

working days, in order that all members will know about the position and be able to make written application. Postings shall realistically describe the position available, and shall be consistent in wording where the jobs are of identical or similar title.

- (b) July and August: Vacancies will not be posted during the summer months. However, if the employee formally appointed to the position following posting and filling in September started working in the position in the summer and has worked without a break in employment until his/her appointment, they will receive retroactive recognition of the time.
- (c) When a vacancy has been posted and the senior applicant wishes to defer starting in the position and the request is approved, the position will be offered to the next senior applicant as a temporary position.
- (d) If a previously filled posting is vacated within twenty (20) days, the posting file will be reopened and the position offered to the next senior qualified applicant.
- (e) It is agreed between the parties that, should necessity arise, the vacancy or new position may be filled by a temporary employee for a period not exceeding twenty (20) working days; however, due to unusual circumstances, this period of time may be extended by mutual consent of both parties in writing.
- (f) Employees, other than regular employees, may apply for posted vacancies on the regular staff; however, no regular position shall be filled by employees other than regular employees until all provisions applying to regular employees have been fulfilled.
- (g) Employees who have had significant changes to their jobs, other than by way of technological change, shall be offered the altered position. If they decline the offer, they will be laid off and the job will be posted.

15.07 Casual Callout

Casual employees must complete their current assignment before being reassigned to another position.

15.08 Persons on Temporary Positions Applying for Posted Jobs

- (a) Persons occupying a temporary position may apply for a posted regular or new temporary position in the same manner as any other employee, and the application shall be considered in the same way as all other applications pursuant to the provisions of Article 15.06.
- (b) In the event that the employee holding the temporary position is awarded that regular position or new temporary position, as applicable, the decision as to whether that position is taken up on the date available or at the end of the temporary position being served by the employee, or at any time in between, shall be that of the employer based upon overall operational considerations.

15.09 Method of Making Appointments in Promotions and Transfers

- (a) In making promotions and transfers the required knowledge, ability and skills shall be the primary consideration, and where two (2) or more applicants are capable of fulfilling the duties of the position the length of service with the employer shall be the determining factor. It is agreed and understood that, in the matter of applicants, current service employees shall be given preference.
- (b) Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The employees shall retain the right of appeal under the grievance procedure contained in this agreement.

15.10 Trial Period

- (a) An employee who is promoted or transferred pursuant to Article 15.09 shall be placed on trial for a period of two (2) calendar months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) calendar months. In the event the successful applicant cannot satisfactorily perform the specified duties of the new job classification, or if the employee wished to return to his/her former position, he/she shall then return to his/her former position and wage or salary rate without loss of seniority.
- (b) Revert Back:

An employee who transfers to another location in the same classification pursuant to Article 15.09 shall not be required to serve a trial period, but may revert back to his/her former position within ten (10) working days of the transfer.
- (c) During the time an employee is serving a trial period in 15.10 (a) or the revert back period in (b) above, his former position shall be filled by a temporary employee. If the temporary employee is accepted for the permanent posted position, then the temporary period will count towards the trial period or probationary period.
- (d) Regular employees who transfer to positions made available by augmenting the regular staff or by a special project of limited duration shall, upon completion of said assignment, be returned to his/her former position without loss of seniority and scheduled rate of pay.
- (e) Temporary employees employed to fill those positions made available by the reassigning of regular employee positions shall be laid off. Employees laid off shall retain their seniority as provided in Article 15.03.

15.11 Transfers or Promotions Outside the Bargaining Unit

- (a) No employees shall be transferred to a position outside the bargaining unit without their consent. If an employee accepts a transfer to a position outside the bargaining unit, the employee shall retain seniority acquired at the date of leaving the bargaining unit, for a period of no more than six (6) months, but will not accumulate any further seniority.
- (b) In the event an employee is returning to the bargaining unit after six (6) months, they shall have no seniority within the bargaining unit. The return to the bargaining unit will not result in the layoff or bumping of any current employee within the bargaining

unit. If an employee is returned to the bargaining unit they shall retain all benefits they would have within the bargaining unit if they had not left the bargaining unit, based on service to the Board.

ARTICLE 16. LAYOFF, BUMPING, JOB SHARING & RECALL

16.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work of an individual as defined in this agreement.

16.02 Role of Seniority in Layoffs

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

16.03 Bumping

- (a) In the event an employee is laid off or a position becomes redundant, employees affected may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee at the time of bumping.
- (b) Employees will only be able to bump employees on the same or lesser seniority list.
- (c) The right to bump shall include the right to bump up, provided that the total increase in hours worked over the year shall not exceed ten (10) hours per week multiplied by the number of weeks per year worked in the original position; e.g.

$$\begin{array}{rcl} \text{person working 38 weeks @ 17.5 hrs/wk} & = & 665 \text{ hrs/yr} \\ + & & \\ \text{allowable increase (10 hrs x 38 wks)} & = & \underline{380 \text{ hrs/yr}} \\ \text{Total allowable hours per year} & & 1045 \text{ hrs/yr} \end{array}$$

- (d) An employee bumping into a position is subject to Article 15.06. If for any reason the employee does not successfully complete the trial period, they will not be permitted to bump into another position but will go onto layoff status. In this event the original holder shall have the option of retaining the position. Should the original holder decide not to retain it, the job shall be posted.
- (e) Employees receiving notice of layoff, including layoff by bumping, have up to, and including, ten (10) calendar days after being advised of that layoff in which to notify the employer of their decision re bumping and which position they propose to bump into.
- (f) It is agreed that a person holding two positions and receiving a layoff notice for one of those positions shall not receive termination pay, as he/she is still employed by the Board in the other position. In the event that the employee is later laid off from that second position, the termination pay shall be calculated on the basis of the combined salary of the two positions from which the employee was laid off.

- (g) An employee laid off from more than one part-time position is entitled to add the hours of the positions together and count the total as one position for bumping purposes. However, any employee is only entitled to one increase of up to ten (10) hours per week in establishing the jobs which may be bumped into.
- (h) This article does not become operative by way of a general reduction of hours of work.

16.04 Job Sharing

- (a) Union members interested in job sharing should notify the Board and Union to that effect in writing.
- (b) A member may offer to share his/her job with a regular or temporary employee who is a C.U.P.E. Local 801 member in good standing. Temporary employees who job share shall accumulate seniority on List 2.
- (c) Offering to job share is an option only after the job holder has passed his/her trial period. In that situation the employee offering to share the job retains the right to the job and, in the event that the job sharing agreement is terminated for any reason, the job reverts in its entirety to the person originally holding that job.
- (d) Where a person having received notice of layoff is offered a share of a job with another employee, this does not count as a bump, and, in the event that the job sharing arrangement does not work out, the laid-off employee may at that time exercise his/her right to bump according to qualifications held at the time of the original layoff.
- (e) Job sharing can be terminated at any time by either party, may be reviewed every three (3) months by the Board and parties concerned, and shall be reviewed in the event of any complaint.
- (f) The Board has the right to refuse the application for job sharing and in such a case shall notify the individual and Union.

16.05 Recall Procedure

Employees shall be recalled in the order of their seniority.

16.06 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

16.07 Notice of Layoff

Unless legislation is more favourable to the employees, the employer shall notify employees who are to be laid off fifteen (15) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days for which work was not made available.

16.08 Laid-Off Employee Benefits

- (a) The right of employees with status on Seniority List 1 to medical benefits under this agreement shall continue for a period of six (6) months. In the event of a longer layoff, employees affected shall have the right to continue coverage by making direct payments for a further period of one (1) year.
- (b) Employees with status on Seniority List 2 who are bumped or whose term has been shortened will not have their medical benefits continued for six (6) months but shall have the right to bump.

ARTICLE 17. TECHNOLOGICAL CHANGE

17.01 Definition

Technological change has occurred where new work methods or the introduction of new equipment results in:

- (a) new or greater skills being required than are presently possessed,
- (b) layoff,
- (c) change in makeup of the work force.

17.02 Notice

- (a) The Board shall notify the Union no less than three (3) months in advance of the introduction of technological change. The Board and the union shall meet as soon as possible after said notification of technological change has been given to the union, in order to discuss the impact of the change, including retraining, reallocation of employees and lay-off procedures. Every reasonable effort shall be made to retrain those employees who must be reassigned as a result of technological change.
- (b) Employees who are reassigned to a lower rated job as a result of technological change shall continue to receive the rate of pay for their previous job, until the rate of their new job reaches that level.

17.03 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 employer, be trained and given a one year period of time in which to perfect or acquire the skills necessitated by the new method of operation. This training shall be given during the hours of work whenever possible.

17.04 Technological Severance Pay

Employees who are laid off as a result of technological change shall be compensated by receiving a technological severance allowance at the rate of one (1) week's pay per year of service, or be placed on a rehire list. Those choosing to be placed on a rehire list may, at any time, apply for their severance pay, and, in any event, if they are not rehired at the end of their retained seniority as provided in Article 15.02, will receive that pay. Those receiving technological severance pay shall forfeit their rehire rights.

17.05 Adverse Effects to be Minimized

In carrying out technological changes, the employer agrees to minimize all injustices to or adverse effects on employees.

ARTICLE 18. EMPLOYEE RESPONSIBILITIES

18.01 Medical Examination

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

18.02 T.B. Tests

Employees are required, as a condition of continued employment, to take T .B. tests at least as often as biannually, and forward the results to the Superintendent of Schools or designate for record purposes.

18.03 Performance of Duties

It shall be the duty of every employee to perform his/her assignments diligently, faithfully, and to the best of his/her abilities, and to keep the best interests of the employer foremost in the execution of his/her duties.

ARTICLE 19. ANNUAL VACATIONS

19.01 Calculation Formula

All vacation allowances shall be calculated to July 1st of the current year, provided that, for the purpose of calculating vacation entitlement, any employee whose seniority dated between July 2nd and September 30th shall be deemed to have started work on that July 1st.

19.02 Application for Seniority

For vacation purposes, the employee's seniority shall date from the initial date of employment regardless of whether the work is part-time or full-time; however, during the initial year of employment, an employee shall be accorded annual holiday pay, in accordance with the *Employment Standards Act*, for one (1) day for each month worked to a maximum of ten (10) working days.

19.03 Entitlement Formula

- (a) Based on the percentage of full time being worked, permanent employees will be entitled to annual vacation as follows:

After the first (1st) year	10 working days
After the second (2nd) year	15 working days
After the sixth (6th) year	20 working days
After the tenth (10th) year	25 working days
After the fifteenth (15th) year	30 working days
After the twenty-fifth (25th) year	35 working days

- (b) All employees who do not work when school is not in session will receive pay for those days, and this pay will be counted as holidays with pay and applied against their annual vacation entitlement; provided that those annual holidays with pay will not exceed their annual vacation entitlement.

19.04 Supplemental Vacation

Employees shall receive one (1) week supplemental vacation every five (5) years commencing on the anniversary of their tenth (10th) year of service; such vacation to be taken at a time mutually agreeable to employee and supervisor and within the five (5) year time period.

19.05 Extra Unpaid Vacation

On request an employee shall qualify for an extra twenty (20) working days' unpaid vacation, not to be accumulated, after the first five (5) years of service, and a further twenty (20) working days' unpaid vacation for each subsequent period of three (3) years after the first five (5) year period; such vacation shall be taken without loss of benefits in accordance with this collective agreement. Scheduling shall be as set out in Article 19.06 - Vacation Periods.

19.06 Vacation Periods

Employees shall have holidays at a time mutually agreed between the employer and the employee during the school summer vacation provided, however, the efficiency and effectiveness of service is not impaired, a period may be granted during another calendar month, and further provided that after seven (7) years of continuous service employees may elect to take their vacation period, or part thereof, outside the school summer vacation. In applying this provision seniority shall prevail.

19.07 Maintenance employees shall have holidays at any time during the year, with seniority being the deciding factor, with these exceptions:

- (a) Not more than one (1) maintenance employee at a time may take his/her holiday between July 1st and August 3 1st.
- (b) No maintenance employee shall be permitted holidays between September 1st and September 15th.

19.08 Sickness and Vacation

Vacations may be postponed if an employee is taken ill prior to commencing his/her scheduled vacation. An employee who is taken seriously ill while on vacation may request special consideration. In such cases the employer may substitute sick leave for vacation.

19.09 Non-Instructional Days

- (a) On non-instructional days when the in-service is not held at their school, the clerical staff may elect not to work on that day. S.E.T.A. staff may choose not to attend work on non-instructional days.
- (b) The time off will be covered by Article 19.03.

19.10 Holiday Pay

Holiday pay entitlements will be contractually paid to all ten (10) and eleven (11) month employees in July and August, allowing employees to earn extra pensionable service, although they will not earn sick leave or vacation time during this period.

ARTICLE 20. STATUTORY OR DECLARED HOLIDAYS

20.01 Specified Holidays

- (a) Employees shall be entitled to a holiday with pay at their regular rate for each of the holidays hereinafter set forth or such day as the Board and the Union may mutually agree shall be taken in lieu of such holiday.
- (b) The holidays shall be:

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

or the days proclaimed under the laws of British Columbia in their stead, and any additional Statutory Holidays proclaimed by the Federal or Provincial Governments, provided the employee(s) has worked fifteen (15) of the last thirty (30) calendar days prior to such holidays.

20.02 The employer agrees that absence of an employee because of sick leave, compensable injury, vacation or any other employer-granted leave of absence shall not deny entitlement to such holidays subject to Article 20.01.

20.03 Employees working less than full time shall be paid holiday pay at the rate of one day's pay based on the average of the number of hours worked divided by the number of days worked in the preceding pay period.

20.04 Holidays Occurring During Time Off

In the event of a holiday occurring while an employee is:

- (a) observing a normal rest day, the employee shall be granted an alternate day off;
- (b) on vacation, the employee shall be granted an additional vacation day.

20.05 Payment for Working on a Holiday

Except for employees working less than one-quarter (1/4) full time on a regular basis, employees required to work on a General Holiday shall be paid time and one-half (1-1/2T) the regular rate of pay and shall receive another day off in lieu of the holiday. Christmas Day and New Year's Day being the exception, would be paid at double the regular rate of pay and employees shall receive another day off in lieu of the holiday.

ARTICLE 21. JOINT LABOUR MANAGEMENT COMMITTEE

21.01 (a) When new positions are created within the bargaining unit, or when matters arise relative to changes in work loads or job descriptions, or when any matter arises which is of concern to either party, the matter will be discussed between the Joint Committee of Management and the union. Representatives of the Board shall be at least one trustee, the Secretary-Treasurer or designate, and the Director of Facilities or designate. The union will notify in writing the names of their representatives to the Joint Labour Management Committee.

(b) Joint Labour Management Committee meetings will be held on the third (3rd) Tuesday of each month, unless otherwise mutually agreed upon. The agenda would be set out in advance. If there is no agenda the meeting will not take place.

ARTICLE 22. TERMS OF AGREEMENT

22.01 This agreement shall remain in effect for forty-eight (48) months, commencing July 1st, 2006 A.D., through the period ending June 30, 2010 A.D., but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other party within four (4) months immediately preceding June 30, 2010. If no such notice is given, this agreement shall remain in effect from year to year until termination by either party upon notice in writing within four (4) months preceding the 31st day of December in any one year. Either party may, within that period of four (4) months immediately preceding the date of expiry of this agreement, by notice, require the other party to the agreement to commence collective bargaining.

22.02 Retroactive Pay for Terminated Employees

An employee who has severed his/her employment between the termination date of this agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages, salaries or other perquisites.

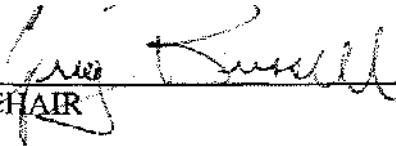
22.03 Retroactivity

All changes in the new agreement shall be adjusted retroactively unless otherwise specified.

ARTICLE 23. SALARY SCHEDULE

23.01 The rates of pay for the various positions and categories are as shown in Appendices "A" and "B".

SIGNED ON BEHALF OF THE EMPLOYER:




BOARD CHAIR




SECRETARY-TREASURER

SIGNED ON BEHALF OF THE UNION:



PRESIDENT



SECRETARY-TREAS^{P:*}_{1*}

DATED THIS 1^z DAY OF c-D-Ah-t-A-- 2006.

APPENDIX "A"

	Points	Job Code	Job Title	April 1, 2005		July 1, 2006		July 1, 2007		July 1, 2008		July 1, 2009		Total Pay Equity in Rate
				Actual	Target	Actual	Target	Actual	Target	Actual	Target	Actual	Target	
Band 1	169	M-11	Labourer	17.72	18.91	18.07	19.29	18.43	19.68	18.80	20.07	19.18	20.47	
Band 2					19.39		19.78		20.18		20.58		20.99	
Band 3	216	M-14	Custodian I	19.86	19.86	20.26	20.26	20.67	20.67	21.08	21.08	21.50	21.50	0.90
Band 4	223	C-01	Library Assistant	20.34	20.34	20.75	20.75	21.17	21.17	21.59	21.59	22.02	22.02	1.37
Band 5	243	C-03	Elementary Office Assistant	20.82	20.82	21.24	21.24	21.66	21.66	22.09	22.09	22.53	22.53	1.69
	259	M-12	Utility Person	19.55	20.82	19.94	21.24	20.34	21.66	20.75	22.09	21.17	22.53	
	261	M-15	Custodian II	20.82	20.82	21.24	21.24	21.66	21.66	22.09	22.09	22.53	22.53	1.26
			Site Maintenance Worker	20.78	20.82	21.20	21.24	21.62	21.66	22.05	22.09	22.49	22.53	
Band 6	275	M-16	Custodian III	21.29	21.29	21.72	21.72	22.15	22.15	22.59	22.59	23.04	23.04	1.12
	275	C-22	Dispatch Clerk	21.29	21.29	21.72	21.72	22.15	22.15	22.59	22.59	23.04	23.04	1.55
	278	C-02	Special Services-Clerical Support	21.29	21.29	21.72	21.72	22.15	22.15	22.59	22.59	23.04	23.04	1.36
	280	C-21	Technology Clerical Assistant	21.29	21.29	21.72	21.72	22.15	22.15	22.59	22.59	23.04	23.04	1.03
Band 7	283	M-19	Technologist Assistant	20.11	21.76	20.51	22.20	20.92	22.64	21.34	23.09	21.77	23.55	
	290	C-13	Maintenance Admin. Asst.	21.76	21.76	22.20	22.20	22.64	22.64	23.09	23.09	23.55	23.55	1.51
	290	C-18	Receptionist	21.76	21.76	22.20	22.20	22.64	22.64	23.09	23.09	23.55	23.55	1.69
	293	C-06	Secondary Office Assistant I	21.76	21.76	22.20	22.20	22.64	22.64	23.09	23.09	23.55	23.55	2.46
	296	CL-09	Cafeteria Teaching Assistant	20.22	21.76	20.62	22.20	21.03	22.64	21.45	23.09	21.88	23.55	
Band 8	302	CL-01	Laboratory Assistant	22.24	22.24	22.68	22.68	23.13	23.13	23.59	23.59	24.06	24.06	2.79
	306	CL-03	Special Education Teaching Asst I	22.24	22.24	22.68	22.68	23.13	23.13	23.59	23.59	24.06	24.06	2.67
	310	M-06	Painter	21.37	22.84	22.40	23.90	23.45	24.98	24.52	26.08	25.61	27.20	
	318	C-07	Secondary Office Assistant II	22.24	22.24	22.68	22.68	23.13	23.13	23.59	23.59	24.06	24.06	2.53
Band 9	333	M-05	Gardener	21.37	23.31	22.40	24.38	23.45	25.47	24.52	26.58	25.61	27.71	
Band 10	349	CL-06	Special Education Teaching Asst II	23.20	23.20	23.66	23.66	24.13	24.13	24.61	24.61	25.10	25.10	3.47
	359	C-16	Finance Assistant	23.20	23.20	23.66	23.66	24.13	24.13	24.61	24.61	25.10	25.10	2.93
Band 11	366	M-01	Carpenter	22.58	24.27	23.63	25.36	24.70	26.47	25.79	27.60	26.91	28.75	
	370	C-04	Elementary Admin. Asst. I	23.67	23.67	24.14	24.14	24.62	24.62	25.11	25.11	25.61	25.61	3.56
	374	M-17	Custodial Supervisor	21.98	23.67	22.42	24.14	22.87	24.62	23.33	25.11	23.80	25.61	
Band 12	393	M-09	Systems Technologist	22.59	24.14	23.04	24.62	23.50	25.11	23.97	25.61	24.45	26.12	
	388	C-08	Secondary Admin. Asst. I	24.14	24.14	24.62	24.62	25.11	25.11	25.61	25.61	26.12	26.12	3.72
	393	M08	Mechanic/Welder	23.19	24.74	24.25	25.83	25.34	26.95	26.45	28.09	27.58	29.25	
	394	C-05	Elementary Admin. Asst. II	24.14	24.14	24.62	24.62	25.11	25.11	25.61	25.61	26.12	26.12	3.88
	398	M-20	Plumber/HVAC	23.19	24.74	24.25	25.83	25.34	26.95	26.45	28.09	27.58	29.25	
Band 13	409	C-09	Secondary Admin Asst. II	24.62	24.62	25.11	25.11	25.61	25.61	26.12	26.12	26.64	26.64	3.56
	409	M-03	Electrician	23.80	25.22	24.88	26.32	25.98	27.45	27.10	28.60	28.24	29.77	
	419	CL-05	Child Care Worker	24.62	24.62	25.11	25.11	25.61	25.61	26.12	26.12	26.64	26.64	2.65
Band 14					25.09		25.59		26.10		26.62		27.15	
Band 15					25.57		26.08		26.60		27.13		27.67	
Band 16	481	M-04	Electrician/HVAC	24.04	26.05	24.52	26.57	25.01	27.10	25.51	27.64	26.02	28.19	
Excluded from Banding														
		PR-01	Special Counsellor	38.10		38.86		39.64		40.43		41.24		
		PR-02	Speech Pathologist	31.34		31.97		32.61		33.26		33.93		
		PR-03	Occupational Therapist	30.22		30.82		31.44		32.07		32.71		
		PR-04	Physical Therapist	30.22		30.82		31.44		32.07		32.71		
		S-01	Supervision Assistant I	14.58		14.87		15.17		15.47		15.78		
		S-02	Supervision Assistant II	14.58		14.87		15.17		15.47		15.78		
		S-03	Crossing Guard	14.58		14.87		15.17		15.47		15.78		

APPENDIX "B"

APPRENTICESHIP PLAN

The Board and the Union hereby agree to the establishment of an Apprenticeship Plan.

1. This agreement shall be an integral part of the current collective agreement between the Board and the Union.
2. Each of the employees listed shall within 30 days of the date of this agreement apply **to the** Director of Apprenticeship and Industrial Training appointed under the provisions of the Apprenticeship and Tradesmen's Qualification Act (hereinafter referred to as "the Act") for examination for a certificate of proficiency in the trade shown after his/her name, and take the said examination at the first opportunity provided by the Director of Apprenticeship and Industrial Training.
3. Employees who fail the examination, or who are refused an opportunity to write the examination by the Director of Apprenticeship and Industrial Training, shall apply for entry into a contract of apprenticeship in the trade designated opposite his/her name and such applicant shall be accepted by the Board as an apprentice at the appropriate level, as approved by the Director of Apprenticeship and Industrial Training, under the Act.
4. Every employee who enters into a contract of apprenticeship with the Board shall be paid during the term of such contract.
5. This agreement and the contracts of apprenticeship entered into pursuant to this agreement shall be governed by the provisions of the Act.

Where the provisions of the collective agreement between the Board and the Union are inconsistent with the provisions of the apprentice's contract of apprenticeship or probationary contract of apprenticeship or the provisions of this agreement, then the provisions of the apprenticeship contracts and this agreement shall supersede the provisions of the collective agreement to the extent of such inconsistency.

6. The employer will make every effort to make a journeyman's position available when the apprentice has obtained a certificate of proficiency or a certificate of apprenticeship in his/her designated trade under the Act. Where such a position is not available, the employee shall be employed as appropriately as possible and paid at that rate.
7. Where an apprentice is absent from work by reason of sickness or injury, the Board shall extend the term of such apprentice's contract, but such extension shall not exceed six (6) months in duration without the approval of the Board.
8. Apprentices will acquire or retain seniority as do all other employees.
9. Persons who were already employed when undertaking apprenticeships will be frozen at that rate of pay until the allotted amount schedule below is greater.

Apprentices will be paid at the percentage rates of trades rate listed in the contract.

1st 6 months	60%	5th 6 months	76%
2nd 6 months	64%	6th 6 months	80%
3rd 6 months	68%	7th 6 months	85%
4th 6 months	72%	8th 6 months	90%

Letter of Understanding (LOU)
Between
BC Public School Employers' Association
And
School Boards who are Signatories to this LOU
And
Support Staff Unions who are Signatories to this LOU

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are Signatories to this LOU.

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non-cost issues agreed to between the parties.

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

Term

July 1, 2006 to June 30, 2010

General Wage Increase

July 1,2006 2%
July 1,2007 2%
July 1,2008 2%
July 1,2009 2%

Incentive Payment

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

The following principles for distribution shall guide the parties in the distribution of this one-time funding:

The incentive payment shall be up to \$ 3,700 for each full -time equivalent employee and shall be pro-rated for part-time employees.

For the purpose of the determination

of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.

The one-time payment is subject to normal statutory deductions.

Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

maternity or parental

short-term disability

long-term disability that commence

d within the twelve (12)-
month period ending on the incentive
eligibility date leaves granted to employees
in receipt of workers' compensation benefits

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

Subject to the allocated funding above, the local and the district may also choose to allocate the funds in a manner consistent with the district's staffing structure.

Public Education Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of

Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:

- a. an employee demographic analysis; and
- b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

In the event the Committee cannot agree on any of the matters within its jurisdiction, these matters will be referred to Mark Brown for mediation and, if, necessary final adjudication.

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprenticeship Opportunities Funding

6. The Committee will be provided with a one-time payment equal to a maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.
7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprentice Sponsor Funding

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1,2007	\$828,000
July 1,2008	\$828,000
July 1,2009	\$828,000

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures

in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.

15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Labour Market Adjustment Fund

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
 - i. Demonstrating evidence of recruitment or retention difficulties;
 - ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
 - iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

Adjustments proposed under this paragraph must be funded through demonstrable cost neutral trade-offs.

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below):

July 1,2007	\$1,656,000
July 1,2008	\$828,000
July 1,2009	\$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.
21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1,2006	\$1,656,000
July 1,2007	\$828,000
July 1,2008	\$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
26. No text entered.

Liaison on Education Policy Matters

27. The Minister of Education will establish scheduled opportunities for representatives of support staff unions to discuss education policy matters that have employment implications for their bargaining unit members.

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.
29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan

and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:

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

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

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

1.0 Fiscal Dividend:

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

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial

statements for that fiscal year, provided that

the surplus is in excess of

\$150 million.

- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3. Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.

1.4. The fiscal dividend payment shall be an amount as described in clause 1.2 above for each

regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:

All leaves with pay

Maternity and parental leave

All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010