

COLLECTIVE AGREEMENT

BETWEEN

SCHOOL DISTRICT NO. 48 (HOWE SOUND)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 779

July 1, 2006 to June 30, 2010

January 9, 2007

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AGREEMENT ENTERED INTO BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO.:48 (HOWE SOUND)**

(hereinafter called the “Employer”)

OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #779
(HOWE SOUND SCHOOL EMPLOYEES UNION)**

**CHARTERED BY THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

(hereinafter called the “Union”)

OF THE SECOND PART

ARTICLE 1: PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union, to promote co-operation and understanding between the Employer and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages; It shall be the duty of every employee to perform their work diligently, faithfully and to the best of their ability and to keep the best interests of the Employer foremost in the execution of their duties.

AND WHEREAS it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

THEREFORE, this Agreement witnesses that the parties agree as follows:

ARTICLE 2: DEFINITIONS

2.01 Employees

- a) “employee” is a person who is employed full or part-time by the Employer and falls within the defined bargaining unit.
- b) “regular employee” is an employee who has successfully completed the probationary period and who is employed on a regular basis.

- c)** "temporary employee" is an employee employed on a scheduled basis to augment the regular staff or for relief work, which is expected to exceed twenty(20), working days but will not exceed six(6) calendar months.
- i)** The time limit of six (6) months may be extended by mutual agreement of the Parties. In the case where a temporary employee is replacing someone on leave of absence, (including sick leave and Long Term Disability) a temporary appointment can be up to one (1) year.
 - ii)** A regular employee holding a temporary position is still considered a regular employee under this Agreement.
- d)** "probationary employee" is an employee who has been hired or promoted into a regular or temporary position of more than sixty(60) working days and who is serving the probation period.
- e)** "casual employee" is an employee employed on an unscheduled basis for relief work the duration of which is not expected at the time of availability of work to exceed twenty (20) working days.
- f)** "regular position" is defined as a position deemed regular by the Employer. Such positions may be either full or part-time.
- g)** "temporary position" is defined as a position of a limited duration with a specific start date and finish date (term specific). Such positions may be full or part-time.
- h)** "location" is the place of work to which an employee is normally assigned and can be either a specific site or a geographic location within the School District. Clerical, Teacher Assistant, Accounting Clerk, Cook, Farmworker and Custodians shall be site specific.
- Other employees shall be assigned to geographic locations. Site specific employees may be required to work in other sites within the School District during summer, spring and Christmas breaks or for emergencies. In the case of the assignment to a different site during the aforementioned breaks the employee shall be given forty-eight (48) hours notice of change of location.
- i)** "promotion" shall be defined as the movement of an employee to a position at a higher rate of pay.
 - j)** "demotion" shall be defined as the movement of an employee to a position at a lower rate of pay.
 - k)** "transfer" shall be defined as the movement of an employee from one position to another at an equal rate of pay.
 - l)** "shift" shall be defined as any day an employee has received wages for time worked for the Employer.

- m) "position" is a specific job

"job description" is a broad description of the requirements of any position. A number of different positions therefore may be encompassed within a job description. The job description includes:

- the nature and scope of work that may be required of an employee holding any position within a job description;
- illustrative examples of the tasks that the employee may be required to carry out; and
- the training, experience, knowledge, abilities, skills & licenses or certificates required of the job.

"assignment" is a position in a specific location(s) and may include the program/work area.

ARTICLE 3: RECOGNITION AND NEGOTIATIONS

3.01 Recognition of C.U.P.E.

The Employer or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees, Local No. 779 as the sole collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union and any authorized committee thereof, in any and 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.

3.02 Right To Have C.U.P.E. Representatives

- a) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Where the investigation takes place in a school or District facility, the Union shall first obtain the permission of the Secretary-Treasurer of the Employer. Permission shall not be unreasonably denied.
- b) A Shop Steward or Officer of the Union may attend at a school or other School District facility in order to deal with the interpretation, application, administration or alleged violation of the Collective Agreement provided that the Shop Steward or Union Officer contacts the applicable Administrative Officer or Supervisor in advance and does not disrupt normal operations.

3.03 No Agreements Permitted

No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer's representatives, which may conflict with the terms of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

4.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement.

The selection of working bosses shall be entirely a matter for the Employer's discretion.

ARTICLE 5: NO DISCRIMINATION

5.01 No Discrimination

The Employer and the Union in their respective roles, agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, place of residence, nor by reason of membership or activity in the union.

ARTICLE 6: SENIORITY

6.01 Application and Definition of Seniority

- a) Seniority shall operate on a bargaining unit wide basis.
- b) Effective June 1, 1996, "Seniority" shall be defined as a regular employee's seniority date with the Board.

6.02 Calculation of Seniority

- a)
 - i) For regular employees on staff as at June 1, 1996:

Effective June 1, 1996 a seniority list shall be prepared in accordance with the 1994 Collective Agreement (Article 6.02). The seniority hours of each of the employees on that list shall be divided by 1965 to establish the initial date of hire for purposes of a new seniority list. This new list shall be effective June 1, 1996.
 - ii) For employees hired to a regular position after June 1, 1996 and who have had temporary or casual employment with the Employer during the last twelve- (12) months:

The seniority date shall be determined by calculating the number of shifts the employee has worked during the last twelve (12) months. These shifts will be retroactively credited to determine the seniority date, once the employee has successfully completed their probationary period.
 - iii) For employees hired to a regular position after June 1, 1996:

The seniority date shall be the first day of their appointment.

- b) Seniority shall upon completion of the probation period be credited retroactively from the first day of the probation period.
- c) The Employer shall maintain a list showing each regular employee's seniority. Where two (2) or more employees have the same seniority date, the tie shall be broken by lot and the winner shall be deemed more senior.

6.03 Seniority List Posted

- a) The seniority list shall be sent to the Union and posted on bulletin boards as soon as is practicable after the end of the months of August and February.
- b) In the event the Union or an employee disagrees with the seniority list, such disagreement will be drawn to the Employer's attention in writing within thirty (30) calendar days.

6.04 Adjustment to Seniority Date

- a) An employee's seniority date shall be adjusted in the following situations:
 - for unpaid educational leave in excess of one (1) year.
 - for an authorized unpaid leave of absence in excess of six (6) months.
 - where an employee is on Long-Term Disability benefits in excess of two (2) years.
- b) Adjustments to an employee's seniority date will not be made where the employee is in receipt of paid sick leave benefits, WCB benefits or on approved sick leave without pay.

6.05 Loss of Seniority

The employee shall lose all seniority and shall no longer be an employee if the employee:

- a) resigns;
- b) is discharged for just cause;
- c) has been on lay off for eighteen (18) months;
- d) fails to comply with the terms of the recall provision of this Agreement;
- e) elects to be paid severance pay.

6.06 Secondary Seniority

Secondary Seniority for casual and temporary employees exist only for the following two purposes:

a) Secondary Seniority for Applying for a Posted Position

- i) A casual or temporary employee may use all shifts worked during the immediately preceding twenty-four (24) month period as shift credits for the purposes of bidding into posted positions.
- ii) Each day or partial day worked as a casual or temporary employee since January 1, 1999 shall equal one shift credit.

b) Secondary Seniority for Call Out Work

- i) Effective January 1, 1999 casual and temporary employees shall accumulate secondary seniority on the basis of one (1) shift credit for each day or partial day worked. Secondary seniority shall be recognized for the purpose of (ii) once an employee has accrued sixty (60) shifts during any July 1st to June 30th period to be effective the following September 1st.
- ii) Employees whose secondary seniority has been recognized shall be offered casual and temporary work for which they are qualified on the basis of their secondary seniority date and in accordance with paragraph (iii) below, provided the employee is able to arrive at the assigned work location at the start of the shift, within reason. Employees shall be called for work as soon as it is known that work is available, within reason. In the event that an employee is working when such assignment arises, the employee shall complete the current assignment before any reassignment.
- iii) Employees shall notify the employer by July 31st of each year on their choices for call in work, which shall include geographical areas.

c) Loss of Secondary Seniority

Secondary seniority shall be lost only in the event the employee fails to respond to eight (8) consecutive calls for available work, or ten (10) in a school year, or if the employee is terminated and not reinstated or if the employee terminates his/her employment with the Board. It is understood that an employee who is unavailable for call in or call out shall notify the employer in advance in writing except in emergencies.

d) Secondary Seniority List

The Employer shall maintain a secondary seniority list showing the seniority date of each casual and temporary employee with secondary seniority. The list shall be updated each July by the addition of those employees who have accrued sixty (60) or more shifts based upon the previous July 1st to June 30th and shall be forwarded to the Union as soon as it is available.

ARTICLE 7: LAY OFF, RECALL AND SEVERANCE PAY

7.01 Definition

A lay off shall be defined as a reduction in the work force or a reduction in the regular hours of work of an employee as defined in this Agreement.

7.02 Notice of Bumping

An employee who wishes to bump any other employee shall advise the Employer of their decision within five (5) working days of receipt of the lay off notice. An employee who is bumped shall be laid off with notice, or pay in lieu thereof, to the end of the notice period of the bumper, and shall advise the Employer in writing of a decision to bump another employee within five (5) working days of receipt of the lay off notice.

7.03 Role of Seniority in Lay Offs

Both Parties recognize that job security shall increase in proportion to length of seniority. An employee about to be laid off may exercise their seniority rights and bump any employee with less seniority providing the employee exercising the right is capable pursuant to Article 9.01 to perform the work of the less senior employee. The right to bump shall include the right to bump up.

7.04 Notice of Lay Off

An employee shall receive one (1) month written notice of lay off or one (1) month written notice of a reduction in an employee's hours of work, or pay in lieu thereof shall be given to employees about to be laid off. If the Employment Standards Act provides better, the notice or pay shall be as per the Act. Copies of such notice will be given to the Union.

7.05 Reduced Hours of Work

Where there is a reduction in an employee's hours of work, the employee shall be entitled to the same rights as if laid off.

7.06 Trial on Bumping

An employee who bumps another shall be appointed subject to Article 9.04 (Probation and Trial) of this Collective Agreement, except that if the trial is not successful the employee on trial shall be laid off without notice. It is agreed the trial period will contain a period of orientation to the position.

7.07 Employees on Lay Off (Recall)

- a) Employees on lay off shall be advised of all job postings pursuant to Article 9.02 and will be afforded the opportunity to apply for positions for a period of eighteen (18) months from the date of the lay off.
- b) Employees on lay off shall retain their seniority for the eighteen (18) months for seniority purposes of Article 9.01.

- c) If a laid off employee is awarded a position they must report to the position within fourteen (14) days of being notified by registered mail. Failure to do so without sufficient cause shall result in the forfeiture of all seniority rights under this Article. Once the employee reports the employee shall be deemed to be recalled.
- d) It is the responsibility of the employee to ensure a current address is on file with the Employer.

7.08 Casual and Temporary Work While on Layoff

- a) An offer by the Employer of casual work does not affect the seniority rights of an employee on lay off, whether the offer is accepted or not.
- b) Employees on lay off who accept casual work or who are appointed to a temporary position shall have their eighteen (18) month recall period extended by the number of shifts worked.

7.09 Short Layoffs

This Article (Article 7) does not apply to lay offs necessitated by circumstances beyond the control of the Employer, (weather, fire, etc.) which are ten(10) working days or less in duration, but the Employer will re-assign employees wherever possible.

7.10 Grievances

Grievances concerning lay offs and recall shall be initiated at Step 2 of the grievance procedure.

7.11 Severance Pay

- a) A regular employee who is laid off and who is not eligible for payments under Article 21 may, relinquishing re-employment rights, elect to be paid severance pay in accord with the following schedule:
 - (i) Two (2) weeks' pay where the employee has completed at least six (6) months' consecutive service;
 - (ii) After the completion of three (3) years' consecutive service, one (1) additional week's pay; and for each subsequent completed year of consecutive service, an additional week's pay; up to a maximum of eight (8) weeks' pay in total.
- b) A "week's pay" means the pay for the normal assignment work week of the employee involved at the rate in effect on the effective date of the lay-off.
- c) The election by the employee to be paid severance pay must be made and the Employer advised within ninety (90) days of the effective date of the lay off.
- d) For purposes of this Article, ten-month employees and part-time employees are not considered to be laid off on those work days when not regularly assigned to work.

7.12 **General Reduction of Hours**

The lay off provisions of Article 7 does not apply or become operative by way of a general reduction of hours of work.

7.13 **No New Employees**

New employees shall not be hired until those laid off have been given the opportunity to apply for the position.

ARTICLE 8: **UNION SECURITY**

8.01 **Financial Responsibility**

Notwithstanding any provisions contained in these sections, there shall be no financial responsibility on the part of the Employer for fees, dues, or assessments of an employee unless there are sufficient unpaid wages of that employee in the Employer's hands.

8.02 **Condition of Employment**

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

8.03 **Dues Deductions**

The Employer shall, during the life of this Agreement, deduct as a condition of each employee's continued employment, a sum equivalent to dues and initiation fees as set out by the Union.

Deductions shall be made from each pay cheque and shall be forwarded to the Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a list of the names of employees and the amounts deducted from each.

8.04 **T-4 Slips**

At the same time that income tax (T-4) slips are made available, the Employer shall include the amount of the union dues paid by each union member in the previous year.

8.05 **Notification to New Employees**

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 and a copy of the Collective Agreement.

The Union will supply the Employer with sufficient quantities of dues check-off authorization forms (a copy of which is attached to this Agreement), local Union by-laws

and C.U.P.E. constitution, a list of officers of the Union, shop stewards of the Union, and a membership kit. These will be included with all new appointments.

8.06 Initial Employment

Upon initial employment, no person shall be refused membership in the Union so as to be disqualified from employment with the Employer.

8.07 Indemnification Clause

The Board's comprehensive liability insurance provided to the Board under the Provincial "School Protection Program" provides that employees are covered under the heading of "Additional Insured Covered". Should this coverage change, the Parties agree to meet to discuss the situation.

ARTICLE 9: STAFF CHANGES

9.01 Factors of Appointment

In making promotions and transfers the required knowledge, ability and skills shall be the primary consideration and where two (2) or more applicants possess the required knowledge, ability and skills, the length of service with the Employer shall be the determining factor.

9.02 Job Postings

- a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, shops and bulletin boards for a minimum of ten (10) days.
- b) Such posting and notice shall contain the following information:
 - Name of position;
 - Summary of duties;
 - Required qualifications;
 - Hours of work; shift (day, afternoon or graveyard), hours per day and days of week;
 - Wage rate;
 - Location of position;
 - All job postings shall state; "This position is open to male and female applicants".
 - The start and end date of the position if temporary.

9.03 Bulletin Boards

The Employer will install bulletin boards in each school and other work areas to provide the Union with space to post safety committee reports and other information.

9.04 Probation and Trial

- a) Probation Period - "probation period" means the first sixty (60) days worked of an employee appointed to a regular position or temporary position.

A person hired for a regular position or a temporary position shall serve a probationary period of sixty (60) days worked to determine competency and suitability for the position and for employment with the Employer. A probationary employee may be released at any time during the probationary period.

- b)** Trial Period - "trial period" is the first thirty (30) days worked by an employee (upon a promotion, transfer or demotion) to determine his/her suitability in a new position if the duties and responsibilities are significantly different.
 - i)** When a regular employee moves to another position, the appointment shall be on a trial basis for thirty (30) days worked. If the employee is judged incapable of fulfilling the duties or is dissatisfied with the position, the employee shall revert to the former position, except in the case of bumping or demotion. Any other employee promoted or transferred as a result of the appointment, shall also be returned to their former position, and any employee who may have been hired may be terminated without notice.
 - ii)** Temporary employees who successfully bid to a regular position shall be considered on a trial basis in accordance with this Agreement. The temporary employee does not have a right to revert back to their previous position.

9.05 Temporary Assignments

An employee in a temporary position cannot apply for another temporary position unless the compensation for the new position will be greater than the completion of the existing temporary position.

A regular employee who is successful in bidding on a temporary position shall be assigned to the temporary position as per Article 9.02 (the start and end date), subject to the understanding set out below. Upon completion of the temporary assignment, the employee shall be returned to her/his former position.

In recognition of the potential disruption of students, the Parties agree as follows:

- a)** Regular Teacher Assistants who apply for temporary positions of longer than three (3) calendar months shall have this Article apply in its entirety.
- b)** Regular Teacher Assistants who apply for temporary positions of less than three (3) calendar months shall (when their applications pursuant to Article 9.01 are considered) be subject to the evaluation of the potential disruption to students. Where it is determined that the disruption would be significant to the student's health and/or educational growth, the Employer shall advise the employee of this potential. If the employee still wishes to pursue the temporary position, then the matter shall be discussed immediately with the Union and if the matter is not resolved then either Party may refer the dispute to the process set out in point (d). The Employer may restrict the employee from transferring to temporary positions more than twice in a school year (please note that the first two (2) transfers in a school year may be restricted as noted earlier in this clause and they may be dealt with under section (d)).

- c) The Parties agree to meet and review the experience regarding all temporary assignments pursuant to this provision. Such review shall be concluded by May 15, 1997. The purpose of the review is to determine if the restriction under (b) should be continued. The restriction shall be removed only if it is mutually agreed between the Parties.
- d) Where the Employer declines a request from a regular Teacher Assistant to transfer to a temporary position because of an expectation of "significant disruption to the student's health and/or educational growth", either Party may refer the matter to the Mediation Division of the Labour Relations Board (or a mutually agreeable alternate) and a mediator shall meet with the Parties and issue a brief, written, binding decision which shall allow the transfer or decline it. Such decision is to be issued within seven (7) calendar days of the referral.

9.06 **Appointments Outside Unit**

In the event an employee in the bargaining unit is appointed to a position excluded from the unit, and within a thirty (30) working day period, returns to the bargaining unit, the employee shall reassume seniority as at the time of leaving. The time spent outside the unit shall be counted for increment and vacation purposes.

9.07 **Union Notification**

The Union shall be notified of all promotions, increased hours, reductions, demotions, hirings, lay offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment within four (4) working days of the occurrence.

9.08 **Casual or Temporary to Regular Status**

In the event a casual employee or a temporary employee not already receiving benefits becomes a regular employee, length of service for applicable benefits will be calculated from the beginning date of the probationary or trial period.

9.09 **Appointment to Full-Time**

When a regular part-time employee is appointed to a regular full-time position, all accumulated sick leave, annual vacation, and seniority benefits shall carry over.

9.10 **Increased Hours**

If more working hours are provided in a school or department, the Employer shall decide either:

- a) post the hours as a new position; or
- b) offer, by seniority to available, capable, part-time employees already on the staff of the school or department to increase the employee's hours of work by these additional hours. If the employee(s) concerned refuses to accept these additional hours, the Employer shall post such hours as a new position.

ARTICLE 10: JOB SECURITY

10.01 Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer will contract out only if the job security of regular staff is not affected.

10.02 Work of the Bargaining Unit

Persons whose regular jobs are not in the bargaining unit shall not perform work (paid or unpaid) on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting or emergencies, where regular employees are not available.

10.03 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.

ARTICLE 11: GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Officers

- a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of Union stewards and officers. An officer or steward shall assist any employee in preparing and presenting a grievance in accordance with the grievance procedure.
- b) The Union shall notify the Employer in writing of the names of its officers and stewards before the Employer shall be required to recognize them.
- c) The Employer agrees that stewards and officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. No steward or officer shall leave work without obtaining permission of the supervisor or Employer's designee. Permission will not be unreasonably withheld.

11.02 Definition of Grievances and Steps to Resolve

Employees and supervisors are encouraged to settle any differences prior to the formal initiation of a grievance.

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 discipline 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:

Grievances or differences shall be first taken up within seven (7) working days that the grieving party is aware of such grievance or difference. At each step of the grievance procedure the grievor(s) shall have the right to be present.

Step 1

The employee's Union steward and the immediate supervisor or the Employer's designate shall discuss and attempt to resolve such grievance or difference. It is the Union steward's responsibility to advise the supervisor or the Employer's designate, that the purpose of any discussion(s) is pursuant to a Step 1 Grievance. The supervisor or designate shall respond in writing to the matter raised within five (5) working days of the initiation of discussions with the employee and Union steward. Failing satisfactory settlement, within three (3) working days of the supervisor's written response, the grievance may be moved to Step 2.

Step 2

Grievances submitted at Step 2 shall be stated in writing, together with the redress sought to the Secretary-Treasurer of the Employer or designate. The Parties shall attempt to resolve the grievance within five (5) working days of the grievance being submitted to the Secretary-Treasurer. The Secretary-Treasurer shall respond in writing within eight (8) working days of the receipt of the grievance. If satisfactory settlement is not reached at Step 2, the grievance may be referred to Step 3 within three (3) working days of the Secretary-Treasurer's written response. This referral must be in writing and shall name the Union's Grievance Committee appointees.

Step 3

Upon receipt of the referral to Step 3, the Employer shall have five (5) working days to name the Employer's Grievance Committee appointees. Grievances referred to Step 3 shall be dealt with by the Grievance Committee named by the Employer and the Grievance Committee named by the Union. Each committee shall not exceed two (2) persons. This joint grievance committee shall have five (5) working days to hear the issues from both Parties' perspective and then shall attempt to reach a resolution. Such resolution shall be stated in writing and if accepted by the Parties shall be signed off by both Parties.

Step 4

Failing satisfactory settlement at Step 3 within a further fifteen (15) working days of the appointment of the Employer's Grievance Committee appointees, either Party may refer the grievance to arbitration by notifying the other Party in writing.

11.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, including any question as to whether a person is included or excluded from the bargaining unit, or where a group of employees or the Union has a grievance, Step 1 and Step 2 of this Article may be bypassed.

11.04 Union and Employer May Institute Grievances

The Employer and the Union shall have the right to initiate a grievance. The Union shall have the right to initiate a grievance on behalf of an employee, or group of employees, as a group grievance. Such a grievance shall be dealt with commencing with Step 2, Article 11.02.

11.05 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, 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 consent of the Union.

11.06 Grievance on Safety

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions shall have the right to file a grievance at Step 2 of the Grievance Procedure for preferred handling.

11.07 Grievance Advancement

A dispute shall be submitted to the subsequent step within five (5) working days of the conclusion of the time available at the previous step.

11.08 Failure to Act Within Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the Parties to this Agreement.

11.09 Written Replies to Grievances

Responses to grievances at all Steps shall be in writing.

ARTICLE 12: ARBITRATION PROCEDURE

12.01 Composition of Arbitration Board

a) Three Person Board

When either Party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other Party of the Agreement. Within five (5) days thereafter, each Party shall name an arbitrator to an Arbitration Board and notify the other Party of the name and address of its appointee. If the recipient of the notice fails to name an arbitrator, or if the two (2) appointees fail to agree upon a chairman within five (5) days, the appointment shall be made by the Director of the Collective Agreement Arbitration Bureau (or by the Minister of Labour if appropriate) upon the request of either Party.

b) Single Arbitrator

Notwithstanding the above provision, when a submission to arbitration has been made, the two (2) Parties may agree within five (5) days of the submission to submit the matter to a single arbitrator. In such a case, the Parties will choose the arbitrator within a further five (5) days. If they cannot agree, either Party may request the Director of the Collective Agreement Arbitration Bureau (or the Minister of Labour if appropriate) to make the appointment.

c) Expedited Arbitration

Any grievance that has not been resolved at Step 3, may be referred to expedited arbitration by the Party originating the grievance, within the timelines of Article 11.

All grievances except dismissals, suspensions or policy grievances may be referred to expedited arbitration. By mutual agreement a dismissal, suspension or policy grievance may be referred to expedited arbitration.

A single arbitrator shall be chosen from Judi Korbin, Robert Blasina, or John Thorne. Unless the Parties agree otherwise the arbitrator shall be selected on a rotational basis. Nothing shall prevent the Parties from mutually agreeing to an arbitrator who is not included in the list above.

The Parties shall share equally the costs of fees and expenses of the arbitrator.

The expedited arbitrator shall:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make a written decision

Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

The expedited arbitrator shall have the same powers and authority as an Arbitration Board established under Article 12.01 above.

12.02 No Grievance Denial

No grievance shall be defeated or denied by any formal or technical objection. The Board of Arbitration shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which the Board of Arbitration deems just and equitable.

12.03 Arbitration Board Decision

The decision of the Board of Arbitration shall be final and binding on all Parties, but in no event shall the Board of Arbitration have the power to alter, modify or

amend this Agreement in any respect. Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chairman of the Board to reconvene the Board of Arbitration to clarify the decision, which it shall do within three (3) days.

12.04 **Payment by the Parties**

Each Party shall pay:

- 1) The fees and expenses of the arbitrator it appoints;
- 2) One-half the fees and expenses of the chairman.

12.05 **Access to Witness and Premises**

At any stage of the grievance or arbitration procedures, the Parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to any part of the Employer's premises to view the working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13: **ALTERNATIVE TO ARBITRATION -**
SECTION 103 OF THE LABOUR RELATIONS CODE.

13.01 **Procedure**

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement John Kinzie, Vince Ready, Colin Taylor, or a substitute agreed to by the Parties, shall at the request of either Party

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within thirty (30) days of receipt of the request; and for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

13.02 **Costs Incurred**

Each Party to this Agreement shall bear equally the cost incurred for payment of reasonable remuneration, travelling, and out-of-pocket expenses of the person named or the substitute. Application will be made for payment of one third by the Minister of Finance and Corporate Relations.

13.03 **Explanatory Note**

The above provisions of Article 13 are meant to be an alternative to the Arbitration Procedure set out in Article 12.01. It is agreed that the provisions of Article 13 shall be invoked only with mutual agreement of the Parties.

ARTICLE 14: DISCIPLINE, SUSPENSION AND DISCHARGE

14.01 Just Cause and Procedure

- a) An employee may be disciplined or dismissed only for just and reasonable cause and only upon the authority of the Employer, or as provided in the Article dealing with probation. The department head may discipline or suspend an employee with or without pay but shall immediately report such action to the Employer.

Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal, discipline or suspension.

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal of an employee to deal with any business establishment involved in a legal strike. This provision shall be inapplicable to any employee in respect of the employee's refusal to work or to cross such picket line if the employee has permission of the striking union to cross such picket line or to so deal.

- b) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in the employee's former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties, or the Board of Arbitration if the matter is referred to such a Board.
- c) An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing under Article 11 - Grievance Procedure, at Step 2.

14.02 Burden of Proof

In case 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.

14.03 Adverse Report

- a) An employee shall be given a copy of any disciplinary documentation or adverse report placed on the work record in the personnel file for that employee. The employee's reply to such disciplinary documentation or adverse report shall become part of the work record. An employee wishing to dispute any such entry shall be entitled to recourse through the grievance procedure. When disputes are resolved in favour of the employee, the Employer shall remove all references to the disciplinary documentation or adverse report.
- b) Failure to grieve any previous disciplinary documentation or adverse report or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- c) The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including

letters of reprimand or any adverse report provided there is no further documentation of discipline within that eighteen (18) month period. All adverse reports shall be removed from the file at the request of the employee in writing, any time after eighteen (18) months from the incident date.

14.04 Right to Have Steward Present

An employee shall have the right to have a 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 a steward to be present at the interview.

14.05 Access to Personnel File

An employee shall have the right at any time during business hours to have access to and review that employee's personnel file and shall have the right to respond in writing to any document contained therein which directly affects the employee. Such reply shall become part of the permanent record. The file shall be opened in the presence of the Secretary-Treasurer or designee. Employees shall not remove items from the personnel files. Supervisors who are included in the C.U.P.E. bargaining unit will not have access to personnel files.

ARTICLE 15: HOURS AND DAYS OF WORK

15.01 Full-Time

- a) The normal work week for all full-time employees shall consist of five (5) days - Monday to Friday.
- b) The normal work day for all full-time employees, except clerical employees, shall be eight (8) hours.
- c) The normal work day for all full-time clerical employees shall be seven (7) hours.

15.02 Part-Time

The normal assignment for a part-time employee is less than eight (8) hours (clerical seven (7) hours) per day and/or fewer than five (5) days per week.

15.03 Ten Month Employees

Ten-month employees, full-, or part-time, are those assigned to work:

- a) on all days, or those days of the week stipulated in advance by the Employer, on which schools are in session for pupils between September 1 and June 30.

- b) on those days when required to work by the Employer, when schools are not in session for pupils between September 1 and June 30 and during July and August, by mutual agreement or on thirty (30) days notice by the Employer.

15.04 Four Hour Minimum Work Day

- a) The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- b) Exemptions from the four (4) hour minimum:
 - i) student/noon hour supervisors
 - ii) crossing guards
 - iii) small schools with fewer than seventy-five (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) Bus Drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- e) 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.
- f) The four (4) hour minimum shall begin or continue to be implemented immediately and completed no later than the commencement of the 2001-2002 school year.
- g) A Joint Implementation Committee shall be established to deal with the implementation of the four (4) hour minimum. In order to attain the four (4) hour minimum for employees who are currently working less than four (4) hours per day, the Committee shall consider:
 - i) the combination of positions
 - ii) the elimination of current positions of less than four (4) hours in duration and the layoff of employees in those positions
 - iii) the reassignment of hours from positions currently less than four (4) hours
 - iv) the posting requirements, if any, for combined positions
 - v) the applicability of other articles in the Collective Agreement
 - vi) whether or not school meal/food services assistants should be listed in the exemptions where they currently work less than four (4) hours per day
 - vii) the implementation of the four (4) hour minimum during the 2000-2001 school year as funds are made available from the four (4) hour minimum fund during the 2000-2001 school year
 - viii) which, if any, casual or temporary employees in non-posted positions who report for work should be included in the four (4) hour minimum work day requirement

- ix) other positions that an exemption may apply to

In the event the implementation committee cannot agree on implementation, matters may be referred to dispute resolution described in clause i) below

- h) The Parties shall refer the rate of pay for any combined job arising out of the implementation of the four (4) hour minimum to the Job Evaluation Maintenance Agreement between the Parties.
- i) The Parties shall follow a two step process to resolve disputes over the implementation of the four (4) hour minimum:
 - i) Either Party may request that a mediator be appointed by the Labour Relations Board.
 - ii) Failing resolution at mediation, either Party may request that Joan Gordon hear the dispute on an expedited basis. The expedited process is intended to be short and concise. Written submissions shall be used and shall be exchanged at least five (5) working days prior to the arbitration. Joan Gordon shall render a decision within 24 hours of the hearing. The Parties shall equally share the costs of the fees and expenses of the arbitrator. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the BC Labour Relations Code. The decision of the arbitrator shall be final and binding on the Parties. It is understood that the Parties shall not appeal the decision. All decisions of the arbitrator are to be limited, in application, to that particular dispute. These decisions shall have no precedential value on other school districts and local unions.
- j) Articles g) and i) above are applicable during the implementation process and will be in effect until completion of the implementation of the four (4) hour minimum.

15.05 Weekend Work

A full-time employee directed by the Employer to work on a Saturday or Sunday shall be paid double time (2T) for the hours worked.

15.06 Shifts

- a) Except where special problems arise, the solution to which will be worked out by mutual agreement between the Union and the Employer, the normal work day of all full-time regular employees shall be within:

Day Shift.....7:00 a.m. to 5:00 p.m.
Afternoon Shift.....2:30 p.m. to 12:00 midnight
Graveyard Shift.....11:00 p.m. to 7:30 a.m.

Where an employee's shift overlaps, the employee shall be considered to be working the shift where the greater number of hours are worked.

- b) When the working shift of a full-time regular employee is changed, twenty-four (24) hours notice shall be given where possible. When the rest period between shifts is not more than nine (9) hours, the employee shall be paid time and one-half

(1 1/2 T) for the first shift worked after the change and straight time for all other shifts on the changed schedule.

- c) Full-time employees (except clerical employees) working on afternoon shift, graveyard shift, or split shift (i.e., any shift entailing a spread of more than nine (9) hours) shall be paid for eight (8) hours but shall work for seven and one-half (7 1/2) hours.

15.07 **Outside Organizations, Night Activities**

- a) For cleaning up where school facilities are used by outside organizations, the Employer will attempt to secure the services of competent, suitable persons other than those whose regular jobs are included in the bargaining unit.
- b) The Employer agrees that employees be notified forty-eight(48) hours in advance (except in emergency) of any night activities in schools where it is necessary to have a caretaker in attendance.

15.08 **Field Trips and Extracurricular Trips**

- a) The Employer shall either provide meals and accommodations or reimburse employees for meals and accommodation expenses while on field or extracurricular trips at the Employer's discretion.
- b) A Teachers' Assistant who, at the request of a supervisor, is participating in a field trip with students, shall be paid for the hours actually worked or nine (9) hours, whichever is the lesser, for each day involved.

15.09 **Permission to Change Shift**

When school is in session, an employee on either a permanent graveyard or afternoon shift shall, once a month, after consultation with and receiving the approval of the employee's supervisor, have the option of working a day shift ending not earlier than 6:00 p.m.

ARTICLE 16: **WORKING CONDITIONS**

16.01 **Work Area Changes and Non-Scheduled Bus Runs**

- a) Employees may be asked to work in any part of the District, in an emergency and for short periods only, away from their regular centre of duty, and living and travelling expenses of the employee shall be paid by the Employer providing they are receipted.

Employees who are assigned work outside their normal geographic area will be reimbursed for travel and living expenses while on such projects. Travel time to and from the other geographic area will be considered time worked. Employees required to use their own vehicles shall be paid travel allowance at the appropriate rate.

- b) Bus drivers on a non-scheduled run shall be required to take a one-half (1/2) hour lunch period.

- c) Maintenance Trades employees required to work away from their home on an overnight basis shall be paid an allowance of twenty dollars (\$20) per night for each night they are away from home to a maximum of sixty dollars (\$60) per week. This allowance is over and above any accommodation or board paid to the employees.

16.02 Rest Periods

- a) It is understood and agreed that all employees shall be permitted to a fifteen (15) minute rest period within the shift provided two (2) hours are to be worked and are permitted a second (2nd) fifteen (15) minute rest period within the shift provided six (6) hours are to be worked. It is further understood and agreed that such period shall be taken at times that will cause, in the opinion of the supervisor, the least possible interference with the work in which the employees are engaged.
- b) Employees entitled to paid lunch breaks may be required to stay on site during the lunch break.

ARTICLE 17: WAGES AND OVERTIME

17.01 Pay Days

The Employer shall pay wages bi-weekly in accordance with Schedule A attached hereto and forming part of this Agreement. On the pay day each employee shall be provided with an itemized statement of wages and deductions. NOTE: There will be a one (1) week period between the end of the pay period and the date upon which the employee is paid.

17.02 Overtime; Authority and Notification

- a) "Overtime" is time worked beyond eight (8) hours (clerical seven (7) hours) in a day, or forty (40) hours (clerical thirty-five (35) hours) in a week.
 - i) Regular overtime rate shall be double time (2T);
 - ii) No overtime shall be worked without the specific authority of the Employer, except in an emergency.
- b) In the event overtime work is assigned to employees at a specific site it shall be assigned first to those regular qualified employees at the site and then to others who may be available.

17.03 Call-Outs

- a) In the event of a call-out (a requirement to report to work without prior notice) more than two (2) hours before an employee's regular starting time, or more than two (2) hours after an employee's shift ends, or on Saturdays, Sundays, or General Holidays, the employee shall be paid a minimum of four (4) hours at time and one-half (1 1/2T), or the regular over time rate (2T) for the hours actually worked, whichever is greater.

- b) Notwithstanding paragraph (a) alarm system call-outs shall be paid at the rate of two (2) hours at the overtime rate, providing the call-out occurs on a working day between 6:00 p.m. and 11:00 p.m. and on Saturdays, Sundays and General Holidays between 9:00 a.m. and 11:00 p.m. When circumstances require the person to spend more than two (2) hours on the call, the overtime rate will apply for the total time worked.

17.04 Time Off in Lieu of Overtime

Subject to mutual agreement between employee and Employer as to the days to be taken off, an employee may accumulate overtime and call-out time and take time off in lieu of wages subject to the following:

- a) The employee shall indicate on the time sheet recording the overtime or call-out, that time off in lieu of pay is wanted
- b) Employees shall take a maximum of three (3) days at any one time, unless taken in conjunction with annual vacation;
- c) Employees shall give four (4) days written prior notice of taking more than one (1) day off under this section, twelve (12) hours notice for one (1) day;
- d) For every hour of overtime worked, an employee shall take two (2) hours off.
- e) An employee will be paid instead of taking accumulated time off, if the employee so requests with notice of at least ten (10) working days.
- f) Any accumulated overtime as at the end of the last pay period in August each year will be paid to the employee in the next pay period.

ARTICLE 18: GENERAL HOLIDAYS

18.01 General Holidays and Payment

- a) All employees shall receive pay for the following General Holidays:

- 1) New Year's Day
- 2) Good Friday
- 3) Easter Monday
- 4) Victoria Day
- 5) Canada Day
- 6) British Columbia Day
- 7) Labour Day
- 8) Thanksgiving Day
- 9) Remembrance Day
- 10) Christmas Day
- 11) Boxing Day

and any other day proclaimed as a General Holiday by the federal and/or provincial governments.

- b) Payment for a General Holiday shall be in proportion to the employee's average weekly hours assigned. For the purpose of this Article, all employees shall have worked for or earned wages from the Employer at least fifteen (15) days in the thirty (30) calendar day period immediately prior to the General Holiday to qualify.

When any of these holidays falls on a Saturday, Sunday or school day, employees who would normally be entitled to the day's holiday with pay shall receive a day's pay or an alternate day off with pay as agreed between the Union and the Employer.

- c) Any time worked on a General Holiday shall be paid at the rate of double time (2T), in addition to the employee's regular pay.

Employees may elect to take compensating day(s) off with pay at a time mutually agreed upon by the employee and Employer.

ARTICLE 19: ANNUAL VACATIONS

19.01 Vacation Period and Minimum Vacation

- a) For the purposes of this Agreement, the annual vacation period shall run from July 1st to June 30th.
- b) Employees, during the first (1st.) calendar year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings, whichever is greater.

Employees who have been employed for less than a twelve (12) month period, but are on the payroll at July 1st., shall be considered to have completed their first (1st) calendar year of service.

19.02 Vacation Entitlement

- a) i) Employees shall be granted a vacation with pay in accordance with the following schedule:

Continuous Service	Vacation Entitlement Employees	% Entitlement: Part-Time & 10 Month
After 2 years	3 weeks	6%
After 5 years	4 weeks	8%
After 6 years	4 weeks + 1 day	8.3%
After 7 years	4 weeks + 2 days	8.7%
After 8 years	4 weeks + 3 days	9%
After 9 years	4 weeks + 4 days	9.4%
After 10 years	5 weeks	9.7%
After 17 years	6 weeks	11.5%

- ii) Ten (10) month employees who do not normally work during school closures may elect to be paid vacation pay on the last pay day of the month in which the school closure for Christmas and Spring break commences upon request to the Employer in writing at least twenty (20) working days prior to each school closure.

Vacation pay may be paid outside of the times listed in this article upon written request to the Employer with at least 20 working days notice prior to the requested pay-out date. Such payment shall be in conjunction with a regular pay period for a 10-month employee and may be granted for good and sufficient cause.

- iii) Twelve (12) month employees shall have their vacation entitlement proportionately adjusted for an unpaid leave of absence in excess of twenty (20) working days. Their continuous years of service shall not be adjusted.
- b) If a General Holiday falls or is observed during an employee's vacation period, they will be granted an additional day's vacation with pay for each such holiday in addition to the regular vacation time.
- c) Vacations shall be taken at the mutual convenience of the Employer and employee with at least one (1) month's notice of the actual date to be given the Employer. Employees wishing to take vacation time of one (1) week or less shall give the Employer at least two (2) weeks notice of the desired vacation date.

19.03 General Holiday While On Vacation

If a General Holiday falls or is observed during an employee's vacation period, the General Holiday shall not count as a day of vacation.

19.04 Requirement to Take Annual Vacation; Carryover

Each employee with one(1) or more years of service shall take the annual vacation to which entitled. Employees having at least ten (10) years of continuous service with the Employer may carry up to two (2) weeks of one (1) year's vacation over to the next year, or a subsequent year, to provide a longer vacation. Employees shall not take such extended vacation more often than once in five (5) years.

19.05 Scheduling of Vacations; Notice

- a) i) Vacations shall be taken within twelve (12) months of being earned, at the mutual convenience of the Employer and employee, with at least one (1) month's notice of the actual date to be given to the Employer, except for vacation during the months of July and August. Where employees wish to take their vacation during the months of July and August they shall submit their request in writing to their supervisors by May 01 of that year. The supervisor shall notify the employees of those approved vacations by May 15.

- ii) Employees wishing to take any vacation time which is one (1) week or less shall give the Employer at least two (2) week's notice of the desired vacation dates.
- iii) In the interests of efficiency and economy, employees shall take vacations according to the following:

<u>Maintenance</u>	any time during the year
<u>School Clerical</u>	as desired July 1 - August 21
<u>Custodians</u>	July 1-September 1;Christmas and Spring Breaks
<u>Bus Drivers</u>	July 1-September 1; Christmas and Spring Breaks
<u>Board Office C/A</u>	any time during year, limited to one person at any one time
<u>Board Office A/C</u>	any time during year, limited to one person at any one time

- b) Employees may, however, take their vacation at any time of year within twelve (12) months after July 1st with the approval of the Employer. Employees not planning to take vacations within the above schedule are required to schedule their specific vacation date giving at least one (1) month's notice.

19.06 Illness While on Vacation

In the event that an employee is sick for a period of a week or more during the employee's annual vacation, the employee shall be entitled to take the lost vacation period with pay at a different time, provided the period is charged against the employee's sick leave credits. The employee must provide a certificate from the employee's physician stating the employee would not have been able to work because of the sickness.

19.07 Use of Vacation for Emergency

Employees may, in the event of an emergency, take up to one (1) week of vacation without notice. Employees shall be permitted use of vacation time in case of emergency in one (1) instance per calendar year.

ARTICLE 20: SICK LEAVE

20.01 Accrual, Retention and Advances

- a)
 - i) Effective July 1, 1991 current employees shall have accumulated sick leave days converted to hours by multiplying days accumulated by seven (7) hours for clerical and eight (8) hours for all other employees.
 - ii) Effective July 1, 1991; sick leave credits for all regular employees on the basis of .0692 (The Employer agrees to round to two (2) decimal places) hours for each regular hour paid in the month (Note: this approximates

one and one-half (1 1/2) days per month) will be accumulated. Sick leave credits will accrue in the following manner. Where in one (1) year, an employee has not had any sick leave, or only a portion thereof, the employee shall be entitled to an accrual of one hundred percent (100%) of the unused portion of such sick leave credits for their future benefit.

- iii) For the purpose of regular hours paid in the month in (ii) above, there shall be sick leave credit accrual for all absences and hours of work, which would accrue service seniority.
- b) An employee given leave of absence, without pay, for any reason or laid off on account of lack of work and who returns to the service of the Employer within eighteen (18) months, shall not receive sick leave credit for the period of such absence but shall retain accumulated credit, if any existing at the time of such leave.
- c) An employee may be required to provide a medical certificate for any illness in excess of five (5) working days.
- d) An employee shall be advised on written application to the School Board Office of the amount of sick leave credits to the employee's credit.
- e) When an employee who has completed probationary employment has, through illness, exhausted their accumulated sick leave, the employee shall be entitled to draw upon an advance to a maximum of the equivalent of fifteen (15) regular shifts. This advance shall be repaid through future accumulation of sick leave, or salary deduction if the employee leaves the employment of the Employer prior to repaying the advance.
- f) A casual or temporary employee, who has completed sixty (60) days on which paid and which fall within seven (7) consecutive pay periods, may use time worked to qualify for sick leave benefits. This right shall expire at the end of six (6) months from the date on which the person last qualified unless the person has requalified on the same basis. Unless the person has requalified, the six (6) month period is extended only on a month by month basis with a one (1) month extension for each calendar month in which ten (10) days or more are paid during and in consecutive months following the six (6) month period.

After qualifying; for each calendar month thereafter in which the person has been paid for ten (10) days, the person will be credited with sick leave credits in accordance with this Article for each regular paid hour in the month. Sick leave will be granted in accord with this Article provided the person either:

- i) commenced work that day and had to leave or
- ii) was at work the day prior and had been scheduled in advance to work on the day of the illness.

If a person becomes a probationary employee while qualified for this sick leave benefit, any unused credits will be added to the person's credits upon completion of the probationary period.

20.02 **Sick Leave Deductions**

- a) A deduction shall be made from accumulated sick leave credits of all working hours exclusive of holidays absent for sick leave. Sick leave shall be defined as leave with pay when an employee is unable to perform regular duties as the result of sickness, or injury, which is not compensable, by the Workers' Compensation Board.

- b) The Employer, upon written request, will approve sick leave to enable employees to attend medical or dental appointments provided that it is not possible to schedule the appointments at times other than working hours. Such requests shall be submitted at least five (5) working days in advance of the appointment, if possible. Sufficient sick leave will be approved to allow for the appointment and reasonable travelling time.

ARTICLE 21: **LONG SERVICE, RETIREMENT AND DEATH GRATUITY**

This article shall apply to regular employees.

21.01 In the event of retiring or leaving the employment of the Employer after reaching an age within ten (10) years of minimum retirement age as specified in the Pension (Municipal) Act, and after a minimum of ten (10) years service with the Employer, the Employer will pay to the employee five (5) days pay for each year of service to a maximum of one hundred and thirty (130) days at the rate being paid to the employee at the time of retirement. Benefits will be paid at any time within six (6) months after retirement, at the option of the employee.

21.02 In the event of the death in service of an employee who has served the Employer continuously for three (3) years, the Employer will pay to the widow or widower or to the estate, two (2) months salary. If the employee has served the Employer continuously for ten (10) years, the Employer will pay five (5) days pay for each year of service to a maximum of one hundred and thirty (130) days at the rate being earned by the employee at the time of death.

21.03 In the event of an employee with a minimum of ten (10) years service being permanently laid off because of total and permanent disability as defined in the Pension (Municipal) Act or because of staff reduction, the Employer will pay to the employee five (5) days pay for each year of service to a maximum of one hundred and thirty (130) days pay at the rate being earned by the employee at the time of retirement. This benefit will not be paid to the employee until after twelve (12) months after the lay off.

21.04 **Retirement Interview**

An employee who is within three (3) years of attaining minimum retirement age as defined by the Pension Municipal Act shall be granted, upon written request, one (1) day's leave with pay for the purpose of attending a pre-retirement interview/seminar.

ARTICLE 22: LEAVE OF ABSENCE

22.01 Union Leave - With Pay

- a) i) The Employer agrees that where permission has been granted, three (3) employees (official representatives of the Union) may leave their employment temporarily in order to carry on negotiations, arbitration or grievance meetings. These employees shall suffer no loss in pay for time so spent.
- ii) Where Union representatives are requested or required by the Employer to attend meetings, leave of absence without loss of pay shall be granted, for up to three (3) Union representatives.
- b) Additional members may be approved by the Employer provided that there is no cost to the Employer for wages or benefits.

22.02 Union Work

- a) Conventions: Leave of absence without pay and without loss of seniority shall be granted (subject to operational requirements) to not more than five (5) members elected or appointed to represent the Union at union conventions. Such employees shall receive the pay and benefits provided for in this Agreement and the Union shall reimburse the Employer for regular wages for the period of absence.
- b) Work: Leave of absence without pay and without loss of seniority shall be granted (subject to operational requirements) to not more than five (5) union members who are away from their normal duties attending to Union work. The Union shall reimburse the Employer for the employee(s) pay and the cost of Employer paid benefits.

22.03 Compassionate Leave

- a) In the event of death or tragedy in the immediate family, an employee may receive upon application to the Employer, a maximum of five (5) consecutive working and general holiday days without loss of pay in any one (1) circumstance.
- b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day without loss of pay for the purpose of attending the funeral.
- d) Written application for such leave without loss of pay shall be made at the earliest opportunity.

22.04**Leaves of Absence Without Pay**

The Employer may grant leave of absence without pay to any employee requesting such leave for good and sufficient cause.

a) Education Leave

- i) Educational Leave of up to one (1) year to attend a recognized post secondary or trade institution provided that the employee has been employee with the Employer for five (5) consecutive years or provided five (5) years have elapsed since the employee's return to work from a previously approved educational leave.
- ii) Such leave shall be requested in writing no later than two (2) months prior to the requested start date of the leave.

b) General Leaves Without Pay

- i) Up to ten (10) days per employee per year on the employee's written request.
 - ii) Up to sixty (60) consecutive working days after five (5) consecutive years of employment with the Employer or after five (5) years have elapsed since the employee's return from a similar previous leave. Such leave shall be requested no later than one (1) month prior to the requested start date of the leave.
- c) Approved unpaid leaves of absence of up to and including sixty (60) working days per year shall not affect benefits or conditions contained in the Collective Agreement.
- d) The Union shall be notified of any such requests and if they have been granted.

22.05**Leave For Family Illness**

- a) Two (2) days leave without loss of pay will be granted in any one (1) instance to enable an employee to attend to urgent matters arising when a member of an employee's immediate family is seriously ill and no other family member is available. For the purpose of this Article, immediate family is defined as those persons covered in Article 22.03 (b).
- b) If more than one (1) day is needed in any one (1) instance the employee shall make arrangements by telephone with the supervisor and subsequently confirm the details in writing.
- c) The employee shall provide an explanation of the need for the leave and the Employer may also require substantiation by medical certificate.
- d) The maximum leave allowed under this Article will be five (5) days per calendar year.

- e) It is understood that family emergency leave is not normally to be used for scheduled medical appointments.

22.06 Jury and/or Court Leave

An employee subpoenaed for jury duty or as a witness, and who is not personally involved in the case, shall be granted leave of absence without loss of pay for this purpose for a period not exceeding ten (10) working days. In special circumstances the Employer may extend the time limit. The employee shall turn over to the Employer any monies received (excluding payments for expenses) with respect to each of the days the employee is normally scheduled to work to a maximum of the amount the employee would normally have been paid for each of the days involved. The employee shall provide a copy of the subpoena to the Employer.

22.07 Maternity and Adoptive Leave

- a) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to leave of absence from work, without pay, for a period of six (6) consecutive months or a shorter period at the employee's request, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.
- b) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- c) A request for a shorter period under subsection (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive months, or a shorter period the employee requests, commencing on the specified date.
- e) Where an employee who has been granted leave of absence under this Article is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of twelve (12) consecutive months in addition to the initial six(6) month period.
- f) The Employer may require an employee to commence a leave of absence under Article 22.07 where the duties of the employee cannot reasonably be performed

because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

- g)** The service of an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of increments, seniority, annual vacation, vacation pay and lay off and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where;
 - (i)** the Employer pays the total cost of the plan, or
 - (ii)** the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.
- h)** Upon return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and salary and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- i)** Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in the Collective Agreement, comply with subsection (h).
- j)** An employee who has been granted leave for longer than eighteen (18) weeks, shall confirm the wish to return to work at least two (2) weeks prior to the final date of the leave. Failure to give such notice and/or failure to return shall be deemed to be resignation from the staff.
- k)** Adoption Leave shall be granted on the same basis as Maternity Leave.
- l)** Parental Leave as per the Labour Code, (14 weeks).

22.08 Pallbearer

Employees shall be entitled to one (1) day leave of absence with pay to attend a funeral as a pallbearer.

22.09 Leave for Death of Student or Co-Worker

Upon application in writing, an employee shall be entitled to leave of absence without loss of pay to attend a funeral of a co-worker or a student with whom the employee has been directly working, on the following basis:

- a)** One day (1) if the funeral is forty (40) kilometres or more from the employee's place of work.
- b)** One-half (1/2) day if the funeral is forty (40) kilometres or less from the employee's place of work.

ARTICLE 23: BENEFITS

23.01 General

All benefits plans coverage, terms, conditions and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time.

Any descriptions in this Collective Agreement are provided for the purpose of general information.

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

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article with the PEBT.

The Parties have further agreed to participate in the government funded “Core” long-term disability plan and the Joint Early Intervention Service provided through the PEBT.

23.02 Health and Welfare

a) Entitlement to Benefits

- i) Regular employees and qualifying temporary employees as defined in Article 23.04, working fifty percent (50%) or more, shall be enrolled at the beginning of the month following successful completion of probation in the following health and welfare benefit plans.
- ii) Employees receiving the benefits of these plans at the date of this contract may continue to participate.
- iii) An employee drawing LTD benefits or Workers’ Compensation benefits may continue on the health and welfare benefit plans. Employees drawing WCB will have premiums shared in the normal ratio in the first twenty-four (24) months, thereafter premiums will be paid one hundred percent (100%) by the employee.
- iv) Employees in receipt of LTD benefits will pay one hundred percent (100%) of the benefit premiums as at the date that the LTD premium is approved.
- v) Employees on general leave may, upon written application to the Secretary-Treasurer remain on the health and welfare benefit plans for the period of the general leave. It is understood the employee will be required to pay one hundred percent (100%) of the benefit premium while on such leave.

- vi) Temporary employees shall be entitled to benefits in this Agreement if the position exceeds six (6) months.
 - vii) Casual employees are not entitled to benefits under this Agreement except as provided by Statute.
- b) Medical Plan (Medical Services Plan of BC):
-participation is voluntary;
 - c) Extended Health Benefits Plan:
(including eye-glass coverage for a total of \$250.00 every two years.)
-participation is voluntary;
 - d) Group Life Insurance Plan:
-participation in regular plan is a condition of employment;
 - e) Dental Plan:
-participation is a condition of employment unless covered by another policy;
-coverage is: Plan A - 90% co-insurance
Plan B - 80% co-insurance
Plan C - 70% co-insurance
- Adults covered
- \$3,000 maximum benefit
 - f) Long Term Disability (LTD):
-participation is a condition of employment;
-employees pay one hundred percent (100%) of the premium;
 - g) Employee and Family Assistance Plan:
-all regular employees are eligible;
-participation is a condition of employment;
-the Employer shall pay eighty percent (80%) of the premium and the employees shall pay twenty percent (20%).
 - h) The Board will consult with C.U.P.E. before any change or renewal is made in the carriers for the individual benefit plans.

23.03 Premiums

Effective July 1, 1996 the Employer shall pay one hundred percent (100%) of benefit premiums for the following plans; Medical, Extended Health Benefits, Group Life, Dental and Employee and Family Assistance.

23.04 Pensions

- a) Every eligible regular full-time employee shall be enrolled in the Municipal Pension Plan when the employee first becomes eligible.
- b) All part-time, casual and temporary employees must be given the option of enrolling as members of the Municipal Pension Plan when the employee has

completed two (2) years of continuous employment and has earnings of not less than thirty-five percent (35%) of the year's maximum pensionable earnings in each of two (2) consecutive calendar years. Eligibility and enrolment is pursuant to Municipal Pension Plan rules.

23.05 Early Retirement Incentive

The Employer agrees that should early retirement incentives be provided for any employee of the Board, consideration will be given to offering such incentive to employees within the jurisdiction of C.U.P.E. Local 779.

ARTICLE 24: GENERAL

24.01 Plural and Feminine Terms Apply

Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context so requires.

24.02 Over-Age Employee Provision

When an employee reaches the age of sixty-five (65) years, he shall be deemed to have reached retirement age. Over-age employees may be hired as casual labour or for substituting, provided that no other suitable labour available. An employee about to retire may, on a year to year basis, apply in writing for, and may be granted a postponed retirement, providing such postponement does not cause lay off or displacement of any regular employee.

24.03 Flu and Hepatitis Vaccinations

- a) The Employer shall annually make available an opportunity for employees to receive a flu vaccination. The vaccination will be at the Employer's cost.
- b) Where an employee has direct contact with a student suffering from hepatitis, the Employer shall make available an opportunity for the employee to receive a hepatitis vaccination. The vaccination will be at the Employer's cost.

24.04 Uniforms/Rain Gear/Safety or Protective Clothing

a) School Bus Driver Uniforms

The Employer will supply each school bus driver with two (2) standard uniforms upon commencement of employment and replace required parts every two (2) years. The standard uniform shall consist of one (1) jacket, one (1) trousers, one (1) shirt and one (1) tie. Bus Drivers are responsible for cleaning their uniforms.

Except in emergencies, school bus drivers are expected to dress in the uniform supplied whenever driving a school bus.

b) Crossing Guards

The Employer will supply appropriate rain gear, reflective gloves and vest.

c) Coverall, Smocks and Lab Coats

Custodians, grounds and maintenance employees, teacher assistants and clerical assistants who require safety or protective clothing shall have three (3) coveralls or three (3) smocks supplied when requested by the employee through and approved by the Principal or supervisor by either of the following methods:

- i) The coveralls, smocks or lab coats may be supplied by a rental firm and the cost paid by the Employer; or
- ii) The coveralls, smocks or lab coats may be purchased by the Employer, issued by the Principal or Supervisor, kept clean by the employee and replaced as required by the Employer.

d) Safety Boots

The Employer agrees to provide an allowance for regular employees to a maximum of one hundred fifty dollars (\$150.00) towards the purchase of a new pair of steel-toed boots, where such boots are required by Workers' Compensation Board Regulations. It is agreed that the allowance will be payable upon proof of purchase and will not be payable more than once every two calendar years.

ARTICLE 25: SUBSTITUTING

25.01 Eligibility and Procedure

- a) Any regular employee who is temporarily required to accept responsibilities and carry out the duties of a position within the bargaining unit in a higher classification shall be paid for the period in the higher classification as if promoted.
- b) If a regular employee is required to substitute for an employee within the bargaining unit who is receiving a lower pay than the substituting employee, then the pay of the substitute shall not be changed.
- c) All substitutes who are not in the regular employ of the Employer shall be paid at the going rate for the job for which they are employed.
- d) All regular employees, if competent, shall be given first opportunity to substitute where substitution is necessary, at the discretion of the Secretary-Treasurer of the Employer.
- e) Regular employees who seek substitute work shall file written notice with the Secretary-Treasurer of the Employer. The list shall be compiled on the basis of seniority.
- f) Where the Parties can ascertain that substitution(s) is longer than twenty (20) working days these positions shall be posted in accordance with Article 9 of the Collective Agreement.

ARTICLE 26: TECHNOLOGICAL CHANGE

26.01 Definition

Technological change means:

- a) The introduction by the Employer of a change in its work, undertaking or business, or a change in equipment or material from the equipment or material previously used by the Employer in the work, undertaking or business; or
- b) A change in the manner the Employer carries on work, undertaking or business related to the introduction of that equipment or material.

26.02 Termination Effects of Technological Change

If the Employer introduces a technological change that will directly result in the termination of employment of five (5) or more regular employees, the Employer will:

- a) Provide at least sixty (60) days notice to the Union, which provides details of the change;
- b) Upon request of the Union, meet to discuss the impact of the notice and endeavour to develop an adjustment plan pursuant to Sections 54 (1),(b),(i) through (vi) of the Labour Relations Code of British Columbia of 1994.

26.03 Training

- a) Where, in the opinion of the Employer, additional skills, certification or license are required of an employee, the employee shall be eligible for training. Such training will be provided without cost and with pay to the employee but the employee must become capable of doing the job within a time period mutually agreed to by the Parties.
- b) The Employer shall pay the cost of an academic or technical course which is related to an employee's work, and which has been approved by the Employer prior to course registration on the basis of seventy-five percent (75%) of the fee upon successful completion of the course.

26.04 Lay Off

If training out-lined in 26.03 (a) cannot be undertaken or successfully accomplished, the employee(s) shall have the option of being laid off or taking severance pay pursuant to Article 7.11.

ARTICLE 27: PERSONAL AND SEXUAL HARASSMENT

The Employer and the Union do not condone sexual and personal harassment. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.

Before proceeding to the grievance process the complainant may approach his/her supervisor, union representative or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

Any complaint or allegation of sexual or personal harassment at the work place not satisfactorily resolved shall be dealt with by the Parties through the grievance procedure. At the option of the grievor the grievance shall be commenced at either Step 2 or Step 3 of the grievance procedure.

27.01 Definition

a. For the purposes of this article harassment shall be defined as including:

- i. sexual harassment; or
- ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
- iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
- iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- v. such misuses of power or authority as intimidation, threats, coercion and blackmail.

b. The definition of "sexual harassment" shall include:

- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. an implied promise of reward for complying with a request of a sexual nature; or
- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

27.02 Sanctions

Sexual harassment shall be treated as a serious offence subject to a whole range of disciplinary sanctions, up to and including discharge.

ARTICLE 28: SAFETY COMMITTEE

28.01 Safety Committee

A Joint Safety Committee shall be established composed of two (2) representatives appointed by the Employer; and two(2) representatives of the employees comprising of two

(2) appointed, selected or elected by Local 779 of the Canadian Union of Public Employees, (only one (1) of which shall be a voting representative), and one (1) appointed, selected or elected by the Howe Sound Teachers' Association.

28.02 Reporting Unsafe Conditions, Safety Equipment and Clothing

Employees are required to report immediately any unsafe equipment. Safety equipment and protective clothing shall be available when employees are working on dirty or dangerous work jobs.

28.03 Development of Policies Against Violence

The Employer agrees to develop explicit policies for dealing with the problem of violence. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence.

The policies detailing the organization and arrangements for dealing with the problem will be part of the Employer's health and safety policy. The violence policy will be brought to the attention of all employees.

28.04 First Aid Certificate Allowance

The Employer shall pay an allowance as set out in pay Schedule A to an employee holding a valid First Aid Certificate, if appointed by the Employer as a First Aid attendant.

ARTICLE 29: SCHOOL BASED BUDGETING

While the Union recognizes the authority of the Employer to manage the budget, the Employer agrees not to introduce 'School Based Budgeting' during the term of this Collective Agreement, without prior discussion with the Union.

ARTICLE 30: JOB DESCRIPTIONS AND RECONSIDERATION

30.01 Recognized Job Descriptions for the Bargaining Unit

The Employer and the Union agree that the job descriptions as set out in the Job Evaluation Manual shall be the recognized job descriptions for the bargaining unit.

30.02 No Changes to Job Descriptions

Existing Job Descriptions shall not be changed except as provided for in the Job Evaluation Plan.

30.03 Creations of New Job Descriptions and Reconsideration of Existing Positions

When a new position is created by the Employer, or a reconsideration of an existing position is requested, the procedures to be followed shall be as provided for in the Job Evaluation Manual.

ARTICLE 31: SCHOOL BOARD EQUIPMENT

31.01 Use of School Board Equipment

School facilities and equipment shall be made available to C.U.P.E. for meetings and other C.U.P.E. activities provided normal booking requirements are met and normal booking procedures are used. C.U.P.E. agrees to reimburse the Employer for the costs of materials, telephone, photocopying and any other reasonable charges that accrue to the Employer from such use.

The Union shall notify the Employer in writing of the names of the executive committee and shop stewards who will have authorization to use Board equipment.

ARTICLE 32: JOINT CONSULTATION AND ADJUSTMENT PLANS

32.01 Composition

A Joint Labour Management Consultation Committee shall be established consisting of up to three (3) representatives of the Union and of up to three (3) representatives of the Employer.

The Parties agree to be bound by the provision of Section 53 of the Labour Relations Code.

32.02 Purpose

The Joint Committee will concern itself with discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.

32.03 Meetings

The Joint Committee shall meet at the written call of either Party, for a stated purpose, within ten (10) days of the call. Representatives of the Union on the committee attending meetings shall do so without loss of pay. Minutes of the meetings shall be kept and shall be distributed to the Parties.

ARTICLE 33: TERM OF AGREEMENT

33.01 Duration and Notice

- a) This agreement shall be for the period from and including July 1, 2006, to and including June 30, 2010 and from year to year thereafter subject to the right of either Party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (June 30, 2010) or immediately preceding the last day of June in any year thereafter, by written notice, to require the other Party to the Agreement to commence collective bargaining.

- b) Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment), until:
- i) The Union shall give notice to strike (or until the Union goes to strike); or
 - ii) The Employer shall give notice of lock-out (or the Employer shall lock-out its employees); or
 - iii) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

33.02: Mutually Agreed Changes

Any mutually agreed changes to this Agreement shall form part of this Agreement.

IN WITNESS WHEREOF: The Employer has caused these presents to be sealed with the Seal of the Board of School Trustees of School District No. 48 (Howe Sound) and signed by the Chairman and the Secretary-Treasurer of the Board, and the Union has caused these presents to be executed on its behalf by the President and the Secretary of the Canadian Union of Public Employees, Local No. 779.

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 779

THIS 15th DAY OF January, 2006. ^{NE} ₀₀₇ _{07 5.5.}

Shanna Schafu
PRESIDENT

C. Frick
SECRETARY

SIGNED ON BEHALF OF THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO. 48 (HOWE SOUND)

THIS 15th DAY OF JANUARY, 2007.

David L. Walden
CHAIRPERSON

M. K. Edwards
SECRETARY-TREASURER

Job Descriptions for all positions in the bargaining unit are contained in the Job Evaluation Manual available at each work site.

WAGES per HOUR

No.	Position	July 1 2006	July 1 2007	July 1 2008	July 1 2009
38	Adult Education Assistant	21.22	21.64	22.07	22.51
2	Building Trades - Construction	25.22	26.32	27.45	28.30
15	Building Trades - Electrical	25.22	26.32	27.45	28.30
20	Building Trades - Mechanical	25.22	26.32	27.45	28.30
21	Building Trades - Painting & Decorating	25.22	26.32	27.45	28.30
3	Bus Driver	21.50	21.93	22.37	22.82
34	Bus Driver/Groundsperson	21.50	21.93	22.37	22.82
36	Career Programs Assistant	22.27	22.72	23.17	23.63
37	Child & Youth Care Worker	22.99	23.45	23.92	24.40
4	Clerical Assistant - Education Department	22.87	23.33	23.80	24.28
5	Clerical Assistant - Elementary School	23.10	23.56	24.03	24.51
6	Clerical Assistant - Facilities & Services	21.72	22.15	22.59	23.04
7	Clerical Assistant - Reception	20.73	21.14	21.56	21.99
8	Clerical Assistant - School Services	22.12	22.56	23.01	23.47
9	Clerical Assistant - Secondary School	23.10	23.56	24.03	24.51
10	Clerical Assistant in Charge - Secondary School	24.00	24.48	24.97	25.47
46	Clerical Assistant - Reception / TOC Clerk	21.42	21.85	22.29	22.74
12	Cook	21.04	21.46	21.89	22.33
13	Custodian	21.19	21.61	22.04	22.48
14	Custodian/Delivery Person	20.79	21.21	21.63	22.06
43	Head Custodian	21.03	21.45	21.88	22.32
16	Farmworker	20.10	20.50	20.91	21.33
33	General Accounting Clerk	22.46	22.91	23.37	23.84
17	Groundsperson	20.05	20.45	20.86	21.28
42	Labourer	18.75	19.13	19.51	19.90
19	Mechanic	25.22	26.32	27.45	28.30
22	Payroll Clerk	24.01	24.49	24.98	25.48
39	Payroll & Benefits Administrator	24.57	25.06	25.56	26.07
23	Supervisor of School Service	28.11	28.67	29.24	29.82
32	Transportation & Grounds Supervisor	26.54	27.07	27.61	28.16
24	Teacher Assistant - Crosswalk	20.39	20.80	21.22	21.64
41	Teacher Assistant - E.S.L.	21.79	22.23	22.67	23.12
25	Teacher Assistant - French Language Programs	21.04	21.46	21.89	22.33
26	Teacher Assistant - Library	21.23	21.65	22.08	22.52
28	Teacher Assistant - Science	21.09	21.51	21.94	22.38
27	Teacher Assistant - Special Education (Program Specific)	21.88	22.32	22.77	23.23
29	Teacher Assistant - Special Education (Student Specific I)	22.55	23.00	23.46	23.93
35	Teacher Assistant - Special Education (Student Specific II)	23.43	23.90	24.38	24.87
30	Teacher Assistant - Supervision	20.25	20.66	21.07	21.49
44	Teacher Assistant - Teaching Kitchen	22.62	23.07	23.53	24.00
31	Teacher-On-Call Clerk	21.23	21.65	22.08	22.52
46	Receptionist / Teacher-On-Call Clerk	21.42	21.85	22.29	22.74
11	Technology Service Technician	24.62	25.11	25.61	26.12

Industrial First Aid Certificate \$500 per annum

Any other acceptable certificate \$200 per annum

NOTES:

OUTDOOR SCHOOL FARM WORKER

Persons employed as Outdoor School Farm Workers shall perform duties as required by the Employer in accordance with the job description drawn up. The requirements of Article 15 (Hours of Work) and Article 17 (Overtime) shall not apply to this position.

LETTERS OF UNDERSTANDING

1. EXCLUSION OF CUSTODIAL SUPERVISOR

The Board of School Trustees of School District No. 48 (Howe Sound) and C.U.P.E. Local 779 agree to exclude the position of Custodial Supervisor from the bargaining unit effective immediately. It is understood that this position will no longer perform regular deliveries to schools (excluding deliveries made to custodial staff) or perform regular custodian duties, except as provided under Article 3.03 of the Collective Agreement.

It is further understood that the excluded supervisor will be involved in performance appraisals, employee disciplines, will act as the first line in a grievance procedure, authorize overtime, vacations and other leaves, and will be involved in planning and policy making for collective bargaining.; This person will also be involved in hiring, termination and other management functions.

June 24, 1991

2. HEALTH & SAFETY AT THE WORK PLACE:

The Parties agree that all matters concerning health and safety at the work place including an employee's right to refuse to work in an unsafe situation, shall be referred to the Joint Health and Safety Committees.

The Committee's mandate shall include but not be limited to:

Occupational Health and Safety
Computer Technology
Work Place Ergonomics

Each Committee shall make recommendations on matters referred to it, or on its' own motion.

In the event the Committees can not agree on matters of policy or procedure such dispute shall revert to the Parties for resolution.

3. VOLUNTEER AGREEMENT:

1. Both Parties agree there is a need to develop an on-going policy with regard to the activities of volunteers in the schools of the district.
2. Both Parties agree that volunteers provide an important role in the life of the education of children in our schools and that volunteers make a socially worthwhile contribution to society.
3. Both Parties agree that Administrators, Teachers, Support Staff, Volunteers and students must work together in harmony within the framework of the delivery of services to children.
4. Both Parties recognize the work normally performed by Support Staff as a regular part of their duties, as outlined in Schedule B of the Collective Agreement, will not be done by volunteers, except for the purposes of instruction normally performed by teachers, experimenting or emergencies, where regular employees are not available. Reference to historical practice will be made in determining a "regular part of their duties".
5. Both Parties recognize that volunteer services will be supplementary to the work of Support Staff and shall not be scheduled on a regular basis.
6. Management and supervision of volunteers in schools is a responsibility of site based administration.
7. Both Parties recognize that there are certain activities in schools, which are shared, either wholly or partially, with administrators, support staff, teachers, volunteers and students. In order to clarify the role of volunteers in our schools both Parties agree that volunteers can participate in the following activities to assist regular staff:
 - -instructional support for students, consistent with this letter of understanding, in the classroom, library, computer lab and other instructional areas of the school as requested by teachers and approved by the administrative officer.
 - -prepare and deliver hot dog lunches
 - -provide hot lunches
 - -help with special events such as Halloween parties, Christmas parties, Christmas concerts, birthday parties, pumpkin carving
 - -assist with bike rodeos
 - -assist the public health nurse with shots/sight testing/hearing tests
 - -do head checks for lice
 - -assist with sports days
 - -assist with cross-country runs
 - -help with Jump Rope for Heart
 - -assist with the Milk Run, Terry Fox Run, etc.
 - -assist with the swimming program
 - -field trips
 - -trips to Coast Mountain Outdoor School
 - -drive to events in their own personal vehicle
 - -fundraise for classroom or school
 - -help with book fairs
 - -help with fun fairs
 - -conduct bake sales and popcorn sales
 - -operate student concessions

- -coach teams
- -organize trips, e.g. year-end picnics organize food
- -organize graduation events
- -provide school food bank
- -organize cultural events
- -organize year-end parties
- -mend costumes
- -care for classroom pets
- -make puppets
- -supply science materials from home
- -provide resource materials from home
- -manage lost and found items
- -support their own children
- -participate in Pitch-In week
- -decorate school windows at holiday time
- -minor photocopying
- -assisting with bulletin board development
- -assisting in kindergarten rooms, specifically with food preparation
- -doing arts, crafts with children on special occasions
- -scribing children's stories in primary grades

The Parties agree that the above list will be reviewed at least once per annum and can be modified by mutual agreement

The Parties agree that where a dispute may arise as to the appropriate activities volunteers may perform in district schools and a negotiated settlement cannot be obtained, the matter shall be submitted to an independent third party for binding resolution.

The Parties agree to use John Thorne, Judy Korbin or Katherine Bruce as the independent third party or a substitute as agreed to by the Parties.

4. Typing Tests

As a result of our Step #3 meeting held on November 19, 2002 concerning Grievance #6-2002, the Employer has further researched this matter and has considered the proposals for resolution put forth from the Union.

To start, it must be noted that the Employer has consistently included such a criteria in its postings for Clerical Assistants and indeed has the right to include, set and require a typing proficiency level to be met. Therefore, the Employer is entertaining this matter on a goodwill basis only and is under no obligation to seek or obtain Union approval on it. This fact was reconfirmed during our December 2, 2002 meeting with the Union.

At this meeting, the Union proposed that the Employer allow unlimited, repeat testing to take place by employees, on employee time, and that a 40 word per minute criteria be set and relied upon, given the multi-tasked nature of the clerical positions in question.

In response, the employer details the following:

First the Employer agrees to unlimited, repeat testing on employee time, within the following parameters:

- Tests must be taken at a mutually agreeable time.

- A time period of one month must pass before employees may retake the test after a failed attempt.
- Should greater than six months pass after an employee has met the test requirement but has not been appointed to a position requiring such a qualification, they will be required to again take a typing speed test during the course of the competition process.

Second, the Employer currently administers a timed typing composition/editing test in conjunction with the typing speed test. The Employer will be deleting this test from the competition process in its present form, in order to review its suitability prior to consideration of an alternate.

Third, the Employer still is of the opinion that a typing speed of 60 words per minutes is reasonable. When decisions are made with respect to whether or not an employee is qualified, we do review all aspects of qualification. If an employee meets or exceeds all other required qualifications and attains a keyboarding time of 55 words per minutes, the Employer would consider the applicant qualified.

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 commenced 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.

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