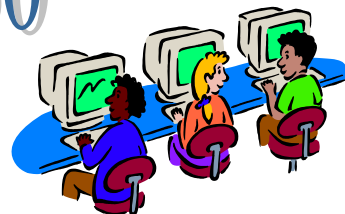


AGREEMENT BETWEEN
SCHOOL DISTRICT 49
(CENTRAL COAST)
AND
THE CENTRAL COAST
NON-TEACHING STAFF
ASSOCIATION
2006 JULY 01 TO
2010 JUNE 30



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1.0 DEFINITION

That for the purpose of this Agreement and unless the context otherwise requires:

- 1.1 “Probationary Employee” shall be defined as a person who is serving a probationary period of ninety (90) calendar days with the Board.
- 1.2 “Permanent employee” shall be defined as a person who has satisfactorily completed the probationary period. Permanent employees shall be entitled to all fringe benefits.
- 1.3 “Permanent Part-time employee” shall be defined as a person serving in a position of regular part-time employment. After sixty (60) calendar days these employees shall be entitled to all benefits, on a pro rata basis.
- 1.4 “Casual Employee” shall be defined as a person serving in a position of a temporary nature.

2.0 GENERAL

- 2.1 The Board of School District #49, hereinafter referred to as the Board, recognizes the Central Coast Non-Teaching Staff Association, hereinafter called the Association, as the sole negotiating unit for all non-teaching staff personnel.
- 2.2 The Association recognizes the right of the Board to manage the operation of the School District in accordance with its commitments and responsibilities, and to make and alter, from time to time, rules and regulations to be observed by employees. Such rules and regulations shall not be contrary to the provisions of the Agreement.
- 2.3 Every employee who is now or hereinafter becomes a member of this Association, shall maintain membership in the Association as a condition of employment and every new employee shall within thirty (30) days of employment become a member of the Association. Employees who are hired as Supervision Assistants only will be classified as associate members and will not accrue seniority, but shall have all other rights and responsibilities of full members.
- 2.4 The Board is authorized, upon notification by the Association, to deduct from the wages of each member dues as from time to time established by the Association. The total sums deducted shall be remitted to the Association on the tenth day of the month following.
- 2.5 The Board shall maintain seniority lists for the School District showing the date upon which each employee’s service commenced, and that employee’s seniority based on actual hours worked in the continuous employ of the Board. Except for Supervision Assistants, no position will be considered to be less than 3.5 hour per day for calculation of actual hours worked. An up-to-date list shall be sent to the Secretary of the Association and be posted in all departments in September of each year.

- 2.6 (1) a) Authorized representatives of the Association who are in the employ of the Board shall have the right to attend meetings between the Board and the Association held during working hours without loss of pay when processing grievances or negotiating a revision or renewal of the Agreement. The number of Association representatives who are employees of the Board shall not exceed three (3) for grievances and three (3) for negotiations.
- b) An authorized representative of the Association who is in the employ of the Board shall have the right to attend regularly scheduled meeting of the Board held during working hours without loss of pay.
- (2) Any member of the Association who is required to attend a convention or perform any other function in behalf of the Association necessitating a leave of absence, may upon application to the Board, be granted unpaid leave of absence, provided such notice is received by the Secretary-Treasurer not less than ten (10) days prior to the commencement of the leave. Such leaves shall not be unreasonably withheld. Such periods of leave shall not exceed a total of six (6) working days, inclusive of three (3) paid days, in any one calendar year.
- 2.7 Support staff shall not bargain individually in respect to any matter covered by this Agreement. Meetings with the Board may be requested by the Association and these meetings will not be unreasonably withheld.

3.0 GRIEVANCE PROCEDURE

- 3.1 In any differences arising between the parties bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work because of such differences, and an earnest effort shall be made to settle the matter promptly in the following manner:
- (1) The grievance shall be stated in writing and delivered to the Department Supervisor of the employee involved by the Association or the Board within four (4) working days of the alleged offence.
- (2) Should the Department Supervisor of the employee concerned be unable to settle the matter within four (4) working days following receipt of the grievance, step three (3) shall be invoked.
- (3) The grievance, shall be discussed between the Supervisor, the aggrieved employee, and the Grievance Committee of the Association. Should this step not settle the matter within five (5) working days, step four (4) shall be invoked. The aggrieved employee may be required by either Committee to attend.

(4) The grievance shall be discussed between a Grievance Committee of the Board and the Grievance Committee of the Association. Failing settlement within fifteen (15) working days, step five (5) shall be invoked. The aggrieved employee may be required by either Committee to attend.

(5) Trouble Shooter

Where a difference 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 an arbitrator agreed to by the parties, shall at the request of either party:

- a) investigate the difference;
- b) define the issue(s) in the difference; and
- c) make written and where required oral recommendations to resolve the difference within five (5) days of receipt of the request; and for those five (5) days time does not run with respect to the grievance procedures as outlined in this Agreement.

The cost of such service will be borne as provided by Section (112) of the Industrial Relations Act.

(6) A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated, and the name and address of its chosen representative on the Arbitration Board. After receiving such notification and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board, and give notice in writing of such appointment to the other party. Such representatives shall try to select a third member who shall be Chairman. Should the representatives fail to select such a third member within five (5) days from appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman.

The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.

(7) The Board of Arbitration shall report its decision within thirty (30) days after the appointment of the Chairman. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.

(8) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.

4.0 WAGES AND SALARIES

- 4.1 The Board shall send out employees' mid-month advance cheques so that all employees shall receive such cheques on the fifteenth (15) day of each month or the closest working day prior to the fifteenth (15). The end-of-month payment shall be received by all employees on the last working day of the month. Salaries, wages and classifications of personnel shall be in accordance with the Schedules attached to this Agreement.
- 4.2 If it is found necessary to engage the services of a permanent employee in a category not provided for in this Agreement, the categorization of that position shall be determined by the Board and the Liaison Committee. This shall not limit the Board's ability to develop new categories or to set salaries. This shall not apply to casual employees, who shall be paid at a rate not less than the basic rate paid in the department in which he/she is employed.
- 4.3 An employee temporarily assuming the full duties of a higher position shall receive the hourly rate for that position; or an allowance, in addition to his regular wage, of \$50.00 per week for the duration of such promotion.
- 4.4 Certified Tradesmen (other than casual employees) possessing more than one valid Trade Certification, that additional trade being relevant for use in the Maintenance and/or Transportation Departments, will receive an allowance of fifteen (15) cents per hour for each additional Trade Certificate.
- 4.5 (1) A maximum of two members of the association per school will be paid a bonus for holding a valid first aid certificate. The selection of such employees shall be determined on the basis of applications submitted as of September 30th of that school year and preference will be given to:
1. level of certificate – higher ranks first
 2. length of time certificate held
 3. day shift/evening shift coverage
- Part-time staff are entitled to proportionate bonuses.
- (2) Bonuses payable per annum:
- Level 1 \$250.00 per year
Level 2 \$300.00 per year
Level 3 \$350.00 per year

If a school has no trained personnel and a first aid certificate is being obtained in that school in that year, then proof of eligibility shall be given to the Board prior to the end of any given month for inclusion in the next month's payroll.

- (3) Upon application the Board will reimburse a member of the Association for the course fees charged for taking or renewing a first aid certificate subject to proof of payment and proof of successful completion of the course being submitted within ten (10) days of acquiring the documentation.
- 4.6 For every three years of service to the District subsequent to 1995 July 01 employees shall receive a long service bonus equal to ten (10) cents per hour accumulating to a maximum of fifty (50) cents per hour.

5.0 HOLIDAYS

- 5.1 (1) Twelve month employees shall be entitled to a holiday with pay at their regular rate for each of the Statutory Holidays hereinafter set forth: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Christmas Day, Boxing Day, Labour Day, Thanksgiving Day, Remembrance Day, or the days proclaimed under the laws in their stead, or other days proclaimed by law.
- (2) Ten month employees shall be entitled to the same holidays as above except Canada Day and British Columbia Day.
- 5.2 An employee who has been in the service of the Board for less than one (1) year shall be entitled to a vacation equal to four percent (4%) of the number of days worked. Pay for such vacation shall be four percent (4%) of the total remuneration earned by him/her in the period.
- 5.3 Twelve Month Employees
- (1) An employee who has been in the continuous service of the Board for one (1) year or more, but less than three (3) years shall be entitled to a vacation with pay of two (2) weeks.
 - (2) An employee who has been in the continuous service of the Board for three (3) years or more, but less than seven (7) years prior to the anniversary of his/her employment, shall be entitled to a vacation with pay of three (3) weeks.
 - (3) An employee who has been in the continuous service of the Board for seven (7) years or more, but less than fifteen (15) years prior to the anniversary of his/her employment, shall be entitled to a vacation with pay of four (4) weeks.
 - (4) An employee who has been in the continuous service of the Board for fifteen (15) years or more prior the anniversary of his/her employment shall be entitled to a vacation with pay for four (4) weeks plus one (1) day per year of service in excess of fifteen years.

5.4 Ten Month Employees

- (1) A ten month employee who has been in the continuous service of the Board for one (1) year or more, but less than three (3) years prior to the anniversary of his/her employment, shall be entitled to four percent (4%) holiday pay.
- (2) A ten month employee who has been in the continuous service of the Board for three (3) years or more, but less than seven (7) years prior to the anniversary of his/her employment shall be entitled to six percent (6%) holiday pay.
- (3) A ten month employee who has been in the continuous service of the Board for seven (7) years or more, but less than fifteen (15) years prior to the anniversary of his/her employment, shall be entitled to eight percent (8%) holiday pay.
- (4) A ten month employee who has been in the continuous service of the Board for fifteen (15) years or more, but less than twenty-five (25) years prior to the anniversary of his/her employment, shall be entitled to ten percent (10%) holiday pay.
- (5) A ten month employee who has been in the continuous service of the Board for twenty-five (25) years or more shall be entitled to twelve percent (12%) holiday pay.

5.5 Ten month employees shall receive the percentage of vacation pay entitlement on a monthly basis, reduced by 2% for paid holidays at Christmas and spring breaks. In the event an employee is required to work during these breaks, an amount equal to 1% of earnings shall be reimbursed for each period worked. This amount will be added to the pay in the month following the break.

5.6 Employees' vacations shall, where practical, be granted at the time requested, but in all cases the commencement date must be at the convenience of the Board. Preference in choice of individual employee's vacation dates shall be determined by seniority of service.

5.7 An employee with more than fifteen (15) years of service may be required to take holidays in two separate periods.

5.8 An employee may upon written request to the Board carry over a maximum of five (5) days leave to the following year.

5.9 A ten month employee shall commence work on September 1st each year and shall finish work on June 30th each year.

6.0 HOURS OF WORK

- 6.1 The regular hours of work for each classification are shown in the appropriate schedule to this Agreement. These times are exclusive of the meal break to which each employee is entitled, but inclusive of one break of not longer than fifteen (15) minutes in each work period of three (3) hours or more. The exact work schedule for each position shall be determined by the supervisor in consultation with the employee.
- 6.2 All time in excess of the hours designated must be authorized by the supervisor and shall be compensated as overtime in accordance with the following provisions:
- (1) All hours worked up to three (3) hours in excess of regular hours shall be paid for at time and one-half (1 1/2) the regular hourly rate. All hours worked in excess of three (3) hours of the regular hours shall be paid for a double time and one-half (2 1/2) the regular hourly rate inclusive of statutory holiday pay, or in lieu thereof, by taking another day off with pay within thirty calendar days of the holiday.
 - (2) At the option of the employee compensatory time off at straight time rates may be granted in lieu of overtime pay.
 - (3) A permanent employee working on a part-time basis and required by a supervisor to work an extension of the regular shift shall be paid at the applicable rate for the actual hours worked to the full-time designated hours for that position. Hours exceeding the full-time maximum shall be compensated as overtime.
 - (4) Any employee accepting work on a call-out basis outside the employee's normal working hours shall be paid a minimum of two (2) hours pay at the applicable rate as provided in Section 2 above.

7.0 BENEFITS

7.1 Sick Leave

- (1) All employees except casuals – see Clause 1.4, to be granted one and one-half (1 1/2) days per month sick leave with pay from commencement day of employment, on a pro-rata basis.
- (2) Pay to be granted for sick leave for five (5) days or less on employee's certificate, countersigned by his supervisor. A certificate from a qualified medical practitioner may be required for absences in excess of five (5) days.
- (3) An employee will notify his supervisor promptly in all cases of sick leave and will also notify his supervisor when ready to return to work in time for relief to be notified.

7.1 Sick Leave Continued

- (4) Deduction shall be made from sick leave allowance on the basis of one (1) working day (exclusive of holidays) of sick leave granted with full pay. A maximum of one hundred twenty (120) days of sick leave may be deducted from the sick leave accumulation or the advance in any school year.
- (5) The sick leave allowance of an employee is cancelled upon termination of employment.

7.2 Medical Services Plan

The Board shall pay one hundred percent (100%) of the premium cost for the B.C. Medical Services Plan.

7.3 Dental Care Plan

The Board shall pay one hundred percent (100%) of the cost of the premiums for a dental care plan which shall include:

Plan "A"	100% co-insurance
Plan "B"	80% co-insurance
Plan "C"	80% co-insurance with a lifetime maximum of \$2500.00

Participation in the plan is compulsory. Coverage under this plan will only be offered to one member of a family employed by the School District.

7.4 Extended Health Benefit Plan

The Board shall pay 100% of the cost of the premiums for an extended health benefits plan, including a vision care option, providing coverage of \$200.00 in two (2) calendar years. Participation in the plan and option is compulsory.

7.5 Group Life Insurance

The B.C.S.T.A./B.C.T.F. Group Life Insurance Plan "B" shall be in effect. The Board shall pay 100% of the cost of the premiums. Participation in the plan is compulsory.

7.6 Implementation and Review of Coverage

Where changes in coverage are required by this agreement, such changes will become effective as soon as suitable carriers or plan amendments can be made. A joint committee of representatives of the Board and the C.C.N.T.S.A. will review coverage and carriers for all benefit plans with the objective of obtaining the best coverage possible for the dollar amounts committed by this agreement.

- 7.7 New employees shall be provided with details of the benefit plans provided under this article and all employees will be advised of any changes as they occur.
- 7.8 Tenure of any full-time School Board employee will be protected should a lawful strike or lockout occur at any School Board facility. Non-teaching staff will not be required to cross a lawful picket line, but will not be entitled to receive pay.

8.0 LEAVES OF ABSENCE AND RELEASE FROM DUTY

8.1 Child Birth Leave

- (1) The Provisions of the Employment Standards Act shall apply, supplemented by other provisions of this agreement.
 - a) Application for child birth leave shall be made in writing to the Secretary-Treasurer when the employee becomes aware she is pregnant stating the dates of the leave requested;
 - b) Child birth leave shall be without pay.
- (2) Benefits On Child Birth Leave
 - a) Medical and other fringe benefits for which the employee is eligible shall be continued by the Board during child birth leave provided the employee pays any required share.
 - b) Child birth leave shall not count as sick leave.
 - c) Child birth leave shall count for the purposes of seniority, and experience recognition on the salary schedule.
 - d) Consideration will be given to a written request to the Secretary-Treasurer from an employee on child birth leave to return sooner than had been agreed.

8.2 Extended Parenthood Leave

- (1) A mother who has been granted child birth leave or who has not been granted child birth leave following the birth or adoption of a child, shall be granted Extended Parenthood Leave without pay, upon request.
- (2) A father, following the birth or adoption of a child, shall be granted extended parenthood leave without pay upon request, provided the mother has not applied for and been granted such leave.
- (3) Application for extended parenthood leave shall normally be made at least six (6) weeks prior to the commencement of such leave.

8.2 Extended Parenthood Leave Continued

- (4) Extended parenthood leave shall be for a period so that the combined child birth leave and extended parenthood leave do not exceed twenty (20) teaching months and shall terminate at the end of a term or semester as appropriate. An employee granted extended parenthood leave shall confirm return to work, in writing to the Board, at least sixty (60) days prior to the end of the leave.
- (5) Extended parenthood leave shall not accrue seniority or experience recognition.
- (6) Medical and other fringe benefits for which the employee is eligible shall be continued by the Board during the extended parenthood leave provided the employee pays the full cost of the benefits in advance.

8.3 Paternity Leave

Upon the birth of a child, at the time of adoption or legal guardianship, the father shall be granted up to two (2) days paternity leave without loss of pay.

8.4 Adoption Leave

Employees shall be entitled to up to five (5) days leave of absence without pay for travel and interview time in connection with the adoption of a child. For the mother, the provisions of child birth leave shall apply upon the arrival of the child.

8.5 Jury Duty And Appearances In Legal Proceedings

The Board shall grant leave without loss of pay to any employee summonsed for jury duty or required to attend legal proceeding by reason of subpoena. An employee on such leave shall deposit with the Board proof of service and pay over to the Board any monies received for jury duty, witness fees, etc., but not monies received for expenses.

8.6 Compassionate Leave

- (1) Up to three (3) days leave of absence without loss of pay shall be granted to an employee where death or serious illness occurs in the immediate family. Extensions beyond this time shall be at the Board's discretion.

The definition of "immediate family" includes spouse, children, children-in-law, parents, parent-in-law, grandparents, grandchildren, brothers, brothers-in-law, sisters, and sisters-in-law.

"Serious illness" is defined as a life threatening illness; or a medical condition requiring hospitalization under the orders of a medical doctor where the doctor requests the attendance of the employee.

8.6 Compassionate Leave Continued

- (2) An additional two (2) days leave of absence without loss of pay shall be granted where, because of a death, travel is required outside of the District and the one-way distance by road exceeds three hundred (300) miles or four hundred eighty (480) kilometers.
- (3) When the employee has been granted Compassionate Leave upon the death of a member of the immediate family and has been named sole executor of the estate up to an additional two (2) days leave will be granted without pay.
- (4) A employee seeking leave under this provision shall notify the immediate Board official as quickly as possible, and if seeking leave without loss of pay, upon return to work shall provide the Board with a written explanation of the reasons for the absence.

8.7 Funeral Leave

In the event of the death of any relative not mentioned in the Compassionate Leave provision, or of a friend of the employee, the employee shall be entitled to leave for one (1) day, without loss of pay, to attend the funeral. Additional days, without pay, will be granted if necessary for travel.

8.8 Leave For Elective Office

- (1) In the event an employee is nominated as a candidate in a provincial or federal election, the employee shall be granted leave of absence, without pay, for the duration of the election campaign. Should the employee be elected as a Member of Parliament or Member of the Legislative Assembly, the employee shall be granted a long-term leave of absence without pay.
- (2) Employees elected or appointed to the Central Coast Regional Board may apply to the Board of School Trustees for leave without loss of pay. Such leave will be granted provided:
 - a) any honorarium up to 100% of salary is paid over to the School Board;
 - b) the effect of the proposed total days of absence is acceptable to the Board of School Trustees.

8.9 Worker's Compensation Leave

- (1) Compensation Leave means the period of time an employee is permitted to be absent from work because of an accident for which compensation is paid under the Worker's Compensation Act.

8.9 Worker's Compensation Leave Continued

- (2) When an employee is entitled to compensation under the Worker's Compensation Act, the employee shall continue to receive full pay, and all monies received by the employee, as compensation for loss of wages under the Act shall be paid to the Board. The amount being paid to the employee by the Board shall be charged against the employee's accumulated sick leave credits on a proportionate basis, as long as the sick leave credits permit. The Board's responsibilities under this provision shall terminate when the employee's accumulated sick leave credits have been used up, or the available sick leave allowance for the year has been used.
- (3) Once the available sick leave allowance for the year has been used, any Compensation Leave shall be without pay, and W.C.B. payments shall be made directly to the employee and not remitted to the Board.
- (4) The term "compensation" means periodic payments during the period of temporary disablement and does not include a disability pension or other final settlement award arising from such disability.

8.10 Extended Service Leave

- (1) Extended service leave shall be limited to one member of the Association in each school year.
- (2) Employees requesting extended service leave shall be granted one year leave of absence for each five (5) years of service with the District, to a maximum of two (2) consecutive years leave of absence.
- (3) Each one-year leave under this provision will reduce service leave credits by five years. There shall be a minimum period of five years between uses of this leave provision by any one employee.
- (4) Employees on extended service leave shall not receive a salary.
- (5) Employees on extended service leave shall be able to maintain medical, dental and insurance benefits by paying on hundred percent (100%) of the cost of those benefits upon the commencement of the leave.
- (6) Employees must apply in writing by March 31 to the Secretary-Treasurer for extended service leave. Extended service leave shall commence on July 1st.
- (7) Employees on extended service leave must inform the Board by March 31st of their intention not to return.

8.11 Leave For Personal Reasons

Employees will be granted three personal days, plus one additional day (which must be taken on a Professional Development Day), per contract year with pay. Personal leave days may not be taken either immediately before or after the summer, spring or winter periods of school closure.

Purposes for which personal leave days may be used shall include, but not be limited to:

Attendance at funerals not covered by compassionate leave provisions;

Community service activities, which shall include participation on Boards other than the Regional District;

University convocation;

Examinations for qualifications in first aid or other certification;

Marriage of the employee or a member of the employee's immediate family;

Attendance at Citizenship Court;

Attendance at retirement seminars;

Attendance as a competitor or official at competitions at the Provincial or higher level.

8.12 Emergency Leave For Family Illness

In the event of an emergency involving the serious illness of a member of the employee's immediate family residing in his or her household, where no one else is available to care for the ill family member, the employee shall be granted up to three days leave without pay to the extent necessary to provide such care. The Board at its discretion, may require a medical certificate from the employee.

8.13 Leave On Request Of Other Agencies

Upon prior request of the user organization and prior agreement of terms of compensation to the District (honoraria up to 100% of salary paid over to the Board), an employee may be granted leave of absence without loss of pay to act as a guest speaker, presenter or participant in an official capacity.

8.14 Other Extended Leaves

The Board, upon the recommendation of the Secretary Treasurer, may grant extended leaves of absence. Terms and conditions shall be established at the time such leave is granted.

9.0 APPOINTMENTS, PROMOTIONS, TRANSFERS, DISMISSALS

- 9.1 With the exception of casual employees, it is mutually agreed that all employees are hired on probation. The probationary period of employment shall be for a period of ninety (90) calendar days, and during this time, no seniority rights shall be recognized. Extension of probationary period shall be referred to the supervisor for recommendation to the Board for decision. An employee's probationary period shall be extended by the full period of any day off, strike or other absence from work. Upon completion of the probationary period, the employee shall then be entitled to seniority dating from the day on which he entered the service of the Board.
- 9.2 (1) Additional time required in excess of regular hours shall first be offered as overtime to the employees in the appropriate classification at the work location involved. For any temporary work outside of regular working hours, interested regular employees shall be contacted before casual employees are considered. Where two or more employees are capable of filling the position, seniority based on length of continuous service with the Board shall be the determining factor. Where extenuating circumstances prevail, an aggrieved employee may appeal to the Liaison Committee.
- (2) In evaluating for promotions, transfers and demotions, as well as lay-off, the required knowledge, ability, skills and efficiency of the employee concerned shall be the primary consideration, and where two or more applicants are equally capable of filling the position seniority based on length of continuous service with the Board shall be the determining factor.
- 9.3 In the event of lay-off subject to Clause 9, Section 2(2) such lay-off shall be initiated within each department and the employee with the least seniority shall be the first laid off. In the case of lay-off there shall not be bumping between departments.
- 9.4 In the matter of re-hiring following a lay-off, employees shall be re-hired on the basis of the "last laid off, shall be the first re-hired" with that department.
- 9.5 Permanent employees who are laid off after less than one (1) year of service shall retain their seniority for a period of six (6) months unless there is reasonable justification for not re-hiring.
- 9.6 Permanent employees who are laid off after one (1) year of service shall retain their seniority for a period of one (1) year unless there is reasonable justification for not re-hiring.
- 9.7 A permanent employee may be dismissed only on authority of the Board. A supervisor may suspend an employee without pay for a maximum period of five (5) working days but will immediately report such action to the Board. Such employee and the Association shall be advised immediately in writing of the reason for the suspension. Notification of dismissal shall be given to the employee by the Board.

- 9.8 The Board shall always have the right to hire, assign, discipline, demote, suspend and discharge employees for proper cause, subject to the provisions of this Agreement and the Association's right to institute grievance procedure.
- 9.9 The Association shall be notified in writing of all vacancies, appointments, hiring, re-hiring, lay-offs and terminations that affect permanent employees.
- 9.10 When an employee is requested to fill a different position, the employee does so for a probationary period of up to thirty (30) days. At the end of the probationary period, subject to evaluation, the employee will be appointed to that position. If the employee does not prove to be satisfactory during the probationary period, the different position will not be filled on a permanent basis for the duration of the probationary period.
- 9.11 In the event of dissatisfaction with the Board's promotion or transfer of a junior employee, such dissatisfaction would be referred to the Grievance Committee.

10.0 PROFESSIONAL DEVELOPMENT AND TRAINING

- 10.1 The CCNTSA shall appoint a professional development committee, which will identify non-teaching professional development needs and programs that may be available to address them. It shall also review planned school and District professional development activities and may recommend alternative activities for non-teaching staff where attendance is not mandated.
- 10.2 The Board shall continue to fund training for staff in areas considered necessary to meet student needs or deal with technological change.
- 10.3 The Board shall endeavor to provide funding each year for discretionary professional development activities recommended by the CCNTSA professional development committee. The amount so provided shall be identified each year and amounts unused may be carried over for up to three years.
- 10.4 The Board will cost-share on a fifty percent (50%) basis with the Association any apprenticeship-training program exclusive of any other government or agency funding. Also, the Board agrees to contribute at least fifty percent (50%) towards cost of courses of instruction approved by the Board for any employee which may improve his/her qualification for his/her position, the amount of the contribution to be at the Board's discretion, and payment to be made upon successful completion of the course.

11.0 WORKING CONDITIONS

11.1 Freedom from Harassment

The Board and the CCNTSA recognize the right of all persons to work, learn, conduct business and otherwise associate in an environment free of discrimination.

11.2 Personnel Files

- a) Personnel files for all non-teaching staff will be kept at the Board office. A file may also be kept at the job site of the employee. Material from the job site file shall be forwarded for inclusion in the Board office file or shall be destroyed when the employee leaves the employ of the district.
- b) Only material relevant to the employment of the individual shall be maintained in personnel files. An employee shall be informed when material is placed in his/her personnel file and will receive a copy of such material.
- c) All employees shall have access to their personnel files on reasonable request and in the presence of Board office staff.
- d) Material of a critical nature or a reprimand shall be removed from the file two (2) years after the filing, unless the documentation is related to performance evaluation, a criminal offense, or gross misconduct.

12.0 OTHER

- 12.1 Where employees are required to supply their own transportation they shall be reimbursed for expenses incurred at the rate established from time to time by the Board. Approved use of personal vehicles shall include travel between work locations, to home and return on split-shift assignments, and travel required to perform the duties of the position. Claims for reimbursement shall be made on forms provided for the purpose and shall be approved by the appropriate supervisor.
- 12.2 The Board shall maintain a reasonable number of suits of rubber clothing in the maintenance shops for the use of the transportation and maintenance employees engaged in abnormally wet working conditions.
- 12.3 The Board shall provide appropriate protective clothing for all transportation, maintenance and custodial employees, and shall contribute fifty percent (50%) of the cost of suitable protective footwear.
- 12.4 The Board shall pay the cost of medicals required by bus drivers to obtain and maintain their license.

12.5 The Board shall endeavor to develop and maintain a pool of trained individuals for employment as replacements for regular employees. Call-outs shall be made on a rotational basis from those qualified for the particular position and work location being filled.

13.0 LIAISON COMMITTEE

13.1 A Liaison Committee consisting of up to two (2) authorized representatives and one (1) secretary of the Association and up to three (3) authorized representatives of the Board, one of whom must be a Trustee, shall be formed to discuss all matters relating to interpretation of this Agreement.

14.0 DURATION OF AGREEMENT

14.1 This Agreement shall remain in effect for thirty-eight (38) months, commencing July 1, 2006, through the period ending June 30, 2010. Either party may, within a period of four (4) months immediately preceding date of expiry of this Agreement, require by notice the other party to the Agreement to commence collective bargaining.

14.2 If a new Agreement is not reached by June 30, 2010, this Agreement will continue in force and effect but the terms of the new Agreement will apply retroactively to July 1, 2010 unless otherwise stated.

14.3 At the commencement of this Agreement no permanent employee already serving with the Board shall receive a lower hourly rate of pay for the same job than that employee is already entitled to under the terms of the prior Agreement.

Dated at Hagensborg this _____ day of May, 2006

FOR THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 49 (CENTRAL COAST)

FOR THE CENTRAL COAST NON-TEACHING STAFF ASSOCIATION

1 APPENDIX A

LETTER OF UNDERSTANDING Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed to the terms 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 2009-2010.

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 Fund accessible for the parties to this Agreement will be based on the Province's audited financial statement 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 – 2010, 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 the public sector employees by ratio of group population to the total population participating.

2 APPENDIX B

2.1 Early – Settlement Incentive

Since both parties have concluded an Agreement by June 30, 2006 and when settlement is subsequently ratified, each bargaining unit member who is a regular employee of the School District at the earlier of the date of Union ratification or June 30, 2006 shall be eligible to receive a one-time lump sum incentive payment.

The incentive payment shall be up to a maximum of \$3700 dollars for each full time equivalent employee and shall be pro-rated for part time employees. For the purpose of determining the amount of the incentive payment, a full-time equivalent employee is a regular employee who worked on a full-time basis for the period of September 1, 2005 – June 30, 2006. If ratification occurs prior to June 30, 2006, the calculation of hours would be based from September 1 2005 to the date of ratification. The incentive payment for regular employees 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 regular employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment.

- All leaves with pay
- Maternity or parental leave
- All unpaid medical leaves that commenced between July 1, 2005 to June 30, 2006

**SCHEDULE A
CLERICAL DEPARTMENT**

1. Level 1 is the rate payable during the probationary period of ninety (90) days.
2. On satisfactory completion of probationary period, Level 2 will be in effect.
3. After a further period of ninety (90) days, Level 3 will be in effect.

Effective September 1, 2005

Category	Supervision Assistant	Teacher Assistant 6 hours/day (123/mo.)	Teacher Assistant 7 hours/day (143.5/mo.)	School Secretary 7 hours/day (143.5/mo.)
Level 1	14.38	2159.45	2519.36	2729.55
Level 2	14.61	2190.47	2555.56	2768.99
Level 3	14.82	2221.47	2591.74	2808.43

Category	Library Assistant 7 hours/day (143.5/mo.)	Part-time Childcare	Childcare Worker 7 hours/day (143.5/mo.)
Level 1	2548.45	19.50	2798.25
Level 2	2585.81	20.00	2870.00
Level 3	2623.17	20.50	2941.75

Effective July 1, 2006

Category	Supervision Assistant	Teacher Assistant 6 hours/day (123/mo.)	Teacher Assistant 7 hours/day (143.5/mo.)	School Secretary 7 hours/day (143.5/mo.)
Level 1	14.67	2202.64	2569.75	2784.14
Level 2	14.90	2234.28	2606.67	2824.37
Level 3	15.12	2265.90	2643.57	2864.60

Category	Library Assistant 7 hours/day (143.5/mo.)	Part-time Childcare	Childcare Worker 7 hours/day (143.5/mo.)
Level 1	2599.42	19.89	2854.22
Level 2	2637.53	20.40	2927.40
Level 3	2675.63	20.91	3000.59

Effective July 1, 2007

Category	Supervision Assistant	Teacher Assistant 6 hours/day (123/mo.)	Teacher Assistant 7 hours/day (143.5/mo.)	School Secretary 7 hours/day (143.5/mo.)
Level 1	14.96	2246.69	2621.15	2839.82
Level 2	15.20	2278.97	2658.80	2880.86
Level 3	15.42	2311.22	2696.44	2921.89

Category	Library Assistant 7 hours/day (143.5/mo.)	Part-time Childcare	Childcare Worker 7 hours/day (143.5/mo.)
Level 1	2651.41	20.29	2911.30
Level 2	2690.28	20.81	2985.95
Level 3	2729.14	21.33	3060.60

Effective July 1, 2008

Category	Supervision Assistant	Teacher Assistant 6 hours/day (123/mo.)	Teacher Assistant 7 hours/day (143.5/mo.)	School Secretary 7 hours/day (143.5/mo.)
Level 1	15.26	2291.62	2673.57	2896.62
Level 2	15.50	2324.55	2711.98	2938.48
Level 3	15.73	2357.44	2750.37	2980.33

Category	Library Assistant 7 hours/day (143.5/mo.)	Part-time Childcare	Childcare Worker 7 hours/day (143.5/mo.)
Level 1	2704.44	20.70	2969.53
Level 2	2744.09	21.23	3045.67
Level 3	2783.72	21.76	3121.81

Effective July 1, 2009

Category	Supervision Assistant	Teacher Assistant 6 hours/day (123/mo.)	Teacher Assistant 7 hours/day (143.5/mo.)	School Secretary 7 hours/day (143.5/mo.)
Level 1	15.57	2337.45	2727.04	2954.55
Level 2	15.81	2371.04	2766.22	2997.25
Level 3	16.04	2404.59	2805.38	3039.94

Category	Library Assistant 7 hours/day (143.5/mo.)	Part-time Childcare	Childcare Worker 7 hours/day (143.5/mo.)
Level 1	2758.53	21.11	3028.92
Level 2	2798.97	21.65	3106.58
Level 3	2839.39	22.20	3184.25

**SCHEDULE B
CUSTODIAL DEPARTMENT**

1. Level 1 is the rate payable during the probationary period of ninety (90) days.
2. On Satisfactory completion of probationary period, Level 2 will be in effect.
3. After a further period of ninety (90) days, Level 3 will be in effect.
4. Full-time employees shall work seven and one-half (7.5) hours per day.
(163.13 hours/month)

Effective July 1, 2004

Category	Part-time Custodian	Full-time Custodian
Level 1	17.72	2890.65
Level 2	17.99	2935.36
Level 3	18.27	2980.06

Effective July 1, 2006

Category	Part-time Custodian	Full-time Custodian
Level 1	18.07	2948.46
Level 2	18.35	2994.07
Level 3	18.64	3039.66

Effective July 1, 2007

Category	Part-time Custodian	Full-time Custodian
Level 1	18.43	3007.43
Level 2	18.72	3053.95
Level 3	19.01	3100.45

Effective July 1, 2008

Category	Part-time Custodian	Full-time Custodian
Level 1	18.80	3067.58
Level 2	19.09	3115.03
Level 3	19.39	3162.46

Effective July 1, 2009

Category	Part-time Custodian	Full-time Custodian
Level 1	19.18	3128.93
Level 2	19.47	3177.33
Level 3	19.78	3225.71

**SCHEDULE C
TRANSPORTATION DEPARTMENT**

1. Level 1 is the rate payable during the probationary period of ninety (90) days.
2. On satisfactory completion of probationary period, Level 2 will be in effect.
3. After a further period of ninety (90) days, Level 3 will be in effect.
4. full-time employees shall work forty (40) hours per week. (174 hours/month)

Effective July 1, 2004

Category	Part-time Bus Driver	Bus Driver Utility	Uncertified Mechanic Driver	Certified Mechanic Driver
Level 1	19.89	3549.45	3658.65	4006.36
Level 2	20.19	3604.34	3715.22	4068.31
Level 3	20.50	3659.23	3771.78	4130.27

Effective July 1, 2006

Category	Part-time Bus Driver	Bus Driver Utility	Uncertified Mechanic Driver	Certified Mechanic Driver
Level 1	20.29	3620.44	3731.82	4086.49
Level 2	20.59	3676.43	3789.52	4149.68
Level 3	20.91	3732.41	3847.22	4212.88

Effective July 1, 2007

Category	Part-time Bus Driver	Bus Driver Utility	Uncertified Mechanic Driver	Certified Mechanic Driver
Level 1	20.70	3692.85	3806.46	4168.22
Level 2	21.00	3749.96	3865.31	4232.67
Level 3	21.33	3807.06	3924.16	4297.14

Effective July 1, 2008

Category	Part-time Bus Driver	Bus Driver Utility	Uncertified Mechanic Driver	Certified Mechanic Driver
Level 1	21.11	3766.71	3882.59	4251.58
Level 2	21.42	3824.96	3942.62	4317.32
Level 3	21.76	3883.20	4002.64	4383.08

Effective July 1, 2009

Category	Part-time Bus Driver	Bus Driver Utility	Uncertified Mechanic Driver	Certified Mechanic Driver
Level 1	21.53	3842.04	3960.24	4336.61
Level 2	21.85	3901.46	4021.47	4403.67
Level 3	22.20	3960.86	4082.69	4470.74

**SCHEDULE D
MAINTENANCE DEPARTMENT**

1. Level 1 is the rate payable during the probationary period of ninety (90) days.
2. On satisfactory completion of probationary period, Level 2 will be in effect.
3. After a further period of ninety (90) days, Level 3 will be in effect.
4. Full-time employees shall work forty (40) hours per week. (174 hours/month)

Effective July 1, 2004

Category	Part-time Maintenance	Maintenance	Maintenance Bus Driver
Level 1	20.67	3596.56	3218.73
Level 2	20.99	3652.18	3268.50
Level 3	21.31	3707.80	3683.90

Effective July 1, 2006

Category	Part-time Maintenance	Maintenance	Maintenance Bus Driver
Level 1	21.08	3668.49	3283.10
Level 2	21.41	3725.22	3333.87
Level 3	21.74	3781.96	3757.58

Effective July 1, 2007

Category	Part-time Maintenance	Maintenance	Maintenance Bus Driver
Level 1	21.50	3741.86	3348.76
Level 2	21.84	3799.72	3400.55
Level 3	22.17	3857.60	3831.79

Effective July 1, 2008

Category	Part-time Maintenance	Maintenance	Maintenance Bus Driver
Level 1	21.93	3816.70	3415.74
Level 2	22.28	3875.71	3468.56
Level 3	22.61	3934.75	3908.43

Effective July 1, 2009

Category	Part-time Maintenance	Maintenance	Maintenance Bus Driver
Level 1	22.37	3893.03	3484.05
Level 2	22.73	3953.22	3537.93
Level 3	23.06	4013.45	3986.60

**SCHEDULE E
NATIVE HOME/SCHOOL COORDINATORS DEPARTMENT**

1. Level 1 is the rate payable during the probationary period of ninety (90) days.
2. On satisfactory completion of probationary period, Level 2 will be in effect.
3. After a further period of ninety (90) days, Level 3 will be in effect.

Effective July 1, 2004

Category	Part-time Home/School Coordinator	Home/School Coordinator 7 hours/day (143.5/mo.)
Level 1	17.77	2550.16
Level 2	18.05	2589.60
Level 3	18.32	2629.04

Effective July 1, 2006

Category	Part-time Home/School Coordinator	Home/School Coordinator 7 hours/day (143.5/mo.)
Level 1	18.13	2601.16
Level 2	18.41	2641.39
Level 3	18.69	2681.62

Effective July 1, 2007

Category	Part-time Home/School Coordinator	Home/School Coordinator 7 hours/day (143.5/mo.)
Level 1	18.49	2653.18
Level 2	18.78	2694.22
Level 3	19.06	2735.25

Effective July 1, 2008

Category	Part-time Home/School Coordinator	Home/School Coordinator 7 hours/day (143.5/mo.)
Level 1	18.86	2706.24
Level 2	19.16	2748.10
Level 3	19.44	2789.96

Effective July 1, 2009

Category	Part-time Home/School Coordinator	Home/School Coordinator 7 hours/day (143.5/mo.)
Level 1	19.24	2760.36
Level 2	19.54	2803.06
Level 3	19.83	2845.76

MEMORANDUM OF AGREEMENT

BETWEEN:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT #49 (Central Coast)

THE “EMPLOYEER”

AND:

Central Coast Non Teachers Association

THE “UNION”

1. The parties to this agreement agree to recommend to their respective principals
the ratification of a new collective agreement incorporating the changes set out in the following attachment:

Letter of Understanding between Signatory School Boards and Signatory Support Staff Unions signed May 22, 2006.

AGREED TO THIS 2 DAY OF June , 2006

Robyn Willis
On behalf of the Board

Joy Mackay
On behalf of the Union

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 the 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.

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 the 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 provide 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 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, 2006	\$1,656,000
July 1, 2007	\$828,000
July 1, 2008	\$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 Qualification 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

26. 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

27. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.
28. 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 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

29. 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 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.

30. 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.
31. 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

32. 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 ration 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 11, 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.

MEMORANDUM OF AGREEMENT

BETWEEN

SCHOOL DISTRICT NO. 49 (CENTRAL COAST)

AND

THE CENTRAL COAST NON-TEACHING STAFF ASSOCIATION

REGARDING: 2006 JULY 1 TO 2010 JUNE 30 CONTRACT

The parties hereby agree to the following:

1. The agreement previously approved by both parties in March 2006 will be retained except for the addition of 2. Early Settlement Clause, 3. Base Wage Increase and 4. Letter of Understanding – Fiscal Dividend.
2. Early – Settlement Incentive

Since both parties have concluded an Agreement by June 30, 2006 and when settlement is subsequently ratified, each bargaining unit member who is a regular employee of the School District at the earlier of the date of Union ratification or June 30, 2006 shall be eligible to receive a one-time lump sum incentive payment.

The incentive payment shall be up to a maximum of \$3700 dollars for each full time equivalent employee and shall be pro-rated for part time employees. For the purpose of determining the amount of the incentive payment, a full-time equivalent employee is a regular employee who worked on a full-time basis for the period of September 1, 2005 – June 30, 2006. If ratification occurs prior to June 30, 2006, the calculation of hours would be based from September 1, 2005 to the date of ratification. The incentive payment for regular employees 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 regular employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment.

- All leaves with pay
- Maternity or parental leave
- All unpaid medical leaves that commenced between July 1, 2005 to June 30, 2006

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Regarding 2006 July 1 to 2010 June 30 Contract

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3. Base Wage Increase

All wage scales in the Collective Agreement shall be increased by the following percentages effective on the dates indicated:

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

Wage Schedules A through E shall be amended accordingly.

4. Fiscal Dividend

LETTER OF UNDERSTANDING
Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed to the terms 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 2009-2010.

1. Fiscal Dividend:

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.

The quantum of Fund accessible for the parties to this agreement will be based on the Province's audited financial statement as at March 31, 2010.

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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 – 2010, 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 the public sector employees by ration of group population to the total population participating.

14.0 Duration of Agreement

- 14.1 This agreement Shall remain in effect for thirty-eight (38) months, commencing July 1, 2006 through the period ending June 30, 2010. Either party may, within a period of four (4) months immediately preceding date of expiry of this agreement, require by notice the other party to the Agreement to commence collective bargaining.
- 14.2 If a new agreement is not reached by June 30, 2010, this Agreement will continue in force and effect but the terms of the new Agreement will apply retroactively to July 1, 2010 unless otherwise stated.
- 14.3 At the commencement of this Agreement no permanent employee already serving with the Board shall receive a lower hourly rate of pay for the same job than that employee is already entitled to under the terms of the prior agreement.

Memorandum of Agreement
Between School District No. 49 (Central Coast)
And Central Coast Non-teaching Staff Association
Regarding 2006 July 1 to 2010 June 30 Contract

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Dated at Hagensborg this _12_ day of May 2006.

FOR THE CENTRAL COAST NON-TEACHING ASSOCIATION

Joy Mackay

FOR THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 49 (CENTRAL COAST)

Russ Hilland