

Collective Agreement

between



Canadian Union of Public Employees

Local No. 947

and



Board of Trustees

School District No. 61

Greater Victoria

July 1, 2006 June 30, 2010

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THIS AGREEMENT entered into this 16th day of September

BETWEEN:

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

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

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

(hereinafter called the "Union")

OF THE SECOND PART

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

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

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

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

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

ARTICLE 1: DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

1.01 Party

Means either of the parties signatory to this Agreement.

1.02 Employee

Means any person defined as such by the *Industrial Relations Act of British Columbia* who is employed in one of the categories listed below (Articles 1.04 through 1.07 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

1.03 Bargaining Unit/Work of the Bargaining Unit

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

1.04 Regular Employee

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

1.05 Spareboard Employee:

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

1.06 Probationary Employee

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

1.07 Benefits for Regular Employees Working Less than Full-Time

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

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

1.08 Spareboard Employee Terms and Conditions

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

Payment of overtime for work performed in accordance with Article 19.01;

They shall be paid an amount equal to eleven percent (11%) of their gross earnings (basic wages plus (+) overtime) on each pay cheque, in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, Municipal Pension Plan, medical, extended health benefits, dental and group life insurance coverage);

- (iii) They shall have their spareboard service accumulated for purposes of seniority pursuant to Articles 1.05 and 15.04;
- (iv) They shall have access to the grievance procedure;
- (v) They shall pay union dues pursuant to Article 6;
- (vi) They shall receive the benefits of Articles 24.03, 24.04, 25.02, 25.03, 25.05, subject to the conditions contained therein;
- (vii) They shall receive the spareboard (S) rate pursuant to Schedule "A" and Shift Differential.

1.09 Plural or Masculine Terms

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

1.10 Student Supervisors

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

- (i) Article 17.01 (ii) (c) (II);
- (ii) Article 17.03; and
- (iii) Article 17.14.

ARTICLE 2: UNION RECOGNITION

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

ARTICLE 3: MANAGEMENT RIGHTS

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

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

ARTICLE 4: UNION SECURITY

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

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

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

ARTICLE 5: NEW EMPLOYEES

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

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

ARTICLE 6: CHECK-OFF

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

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

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

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

ARTICLE 7: CORRESPONDENCE

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

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

ARTICLE 8: NO DISCRIMINATION

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

ARTICLE 9: SCHOOL BOARD MINUTES

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

ARTICLE 10: LABOUR/MANAGEMENT RELATIONS

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

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

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

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

ARTICLE 11: GRIEVANCE PROCEDURES

11.01 Definition

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

11.02 Procedure

- (i) Step 1: Within sixty (60) working days from the date of the incident prompting the grievance or within sixty (60) working days of the date the grievor should reasonably have become aware of the incident prompting the grievance, the employee shall discuss the matter with their section supervisor, as designated by the Board. A Shop Steward shall be present during discussions at this Step.
- (ii) Step 2: If no settlement is reached at Step 1, the Steward, at the request of the aggrieved employee, shall submit the grievance in writing to the Director of Human Resource Services within seven (7) working days of the discussion at Step 1. The recipient of this grievance shall meet with the employee and a Shop Steward, or other representative of the Union, within seven (7) working days of receipt of the grievance, in an attempt to reach a satisfactory settlement of the grievance.
- (iii) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the designated representatives of the Union and the Secretary-Treasurer, within seven (7) working days of the last meeting at Step 2.
- (iv) Step 4: If no settlement is reached through the foregoing procedures, the grievance may be referred to arbitration. The party referring the grievance to arbitration shall give notice to the other party in writing, together with the name of its representative on the Arbitration Board, within ten (10) working days of the last meeting at Step 3.

11.03 Extension of Time Limits

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

11.04 Policy Grievances

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

ARTICLE 12: ARBITRATION PROCEDURES

12.01 Appointment of an Arbitration Board

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

12.02 Powers and Responsibilities of the Arbitration Board

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

12.03 Cost of Arbitration

Each party shall pay:

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

ARTICLE 13: DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Notification to Union

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

13.02 **Warnings**

(i) **Letters of Direction**

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

(ii) **Disciplinary Warnings**

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

13.03 **Discipline**

(i) The Board may discipline any employee at any time for just and reasonable cause.

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

13.04 **Personnel Files**

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

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

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

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

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

13.05 Written Adverse Reports

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

ARTICLE 14: LABOUR DISPUTES

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

ARTICLE 15: SENIORITY

15.01 Definition

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

15.02 Probationary Period

An employee who has become, for the first time, an employee in a regular position shall serve three (3) months worked as a probationary employee. If a probationary employee is away from their regular position for more than fifteen (15) work days, the probationary period shall be extended by the number of work days the employee is away. Probationary employees may be terminated if they are unsatisfactory for any work-related reason.

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

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

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

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

15.04 Spareboard Seniority

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

- (i) Effective July 1, 1999, spareboard employees shall accumulate secondary seniority on the basis of one shift credit for each day or partial day worked. Secondary seniority shall be recognized for the purposes of (ii) once an employee has accrued eighty (80) shifts during any July 1 to June 30 period, to be effective the following September 1.
- (ii) Secondary seniority shall be used for the purpose of:
 - (a) Applying for Posted Positions: An employee who has secondary seniority and who applies for a posted position shall be considered for that position after regular employees and prior to employees without secondary seniority and outside applicants;
 - (b) Being Offered Work pursuant to Article 1.05 (i): An employee who has secondary seniority shall be offered work by seniority providing the employee is qualified for the posted position. In the event an employee is working when such assignment arises, the employee shall complete the current assignment before any re-assignment.
- (iii) Those spareboard employees who are subsequently appointed to regular employment shall, after completion of the natinal probationary period, have seniority as a spareboard employee credited as regular seniority. The seniority date for the employee shall be the date the secondary seniority is effective in accordance with Article 15.04 (i).
- (iv) Spareboard employees shall be eligible to apply for any vacancy posted under this Article. Provided always that the criteria of the job description qualification sheet, and that the qualifications, skill and ability of the spareboard employee to perform the work in question is equal to that of an external applicant, the spareboard employee shall receive preference.

15.05 Student Supervisors

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

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

15.06 Loss of Seniority

- (i) A regular employee shall not lose seniority as a result of being absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer. A regular employee shall lose seniority in the event:
 - (a) The employee is discharged for just cause with written reasons and is not reinstated;
 - (b) The employee resigns;
 - (c) The employee fails to return to work as required following a lay-off after being notified of recall pursuant to Article 17.10;
 - (d) The employee is laid-off and not recalled during the recall period established in Article 17.07.
- (ii) A spareboard employee shall lose spareboard seniority and all rights to employment in the event:
 - (a) The employee is discharged and not reinstated;
 - (b) The employee resigns;
 - (c) The employee has not been called to work during any ten (10) calendar month period;
 - (d) The employee refuses, or is not available, to report for work to five (5) calls to work within a school year unless such unavailability had been previously arranged with the Employer.

15.07 Seniority Lists

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

15.08 Transfers Out of the Bargaining Unit

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

ARTICLE 16: STAFF CHANGES

16.01 Definition

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

16.02 Posting of Vacancies

- (i) When the Employer deems a vacancy exists outside of the deployment period, vacancies in regular positions, as defined in Article 1.04, shall be posted within ten (10) working days of being created. Such vacancies shall be posted for a period of five (5) working days prior to being filled, in such places as mutually agreed upon by the Employer and the Union. Exceptions shall be by mutual agreement of Human Resource Services and the Union. Normally, vacancies for the deployment period will be dealt with pursuant to Article 17.14, Deployment with the exception of those technical positions listed in Article 16.02 (ii) below.
- (ii) The Board recognizes that certain technical positions may become vacant and need to be filled on a regular or temporary basis during the period July 1 to August 31. A list of classifications will be presented to the Labour Management Committee for review each April.

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

- (a) A general notice will be posted each June inviting applications for the above-noted technical positions;
- (b) Employees will have the option of submitting a completed application with Human Resources between June 15 and June 30 for any positions they may be interested in, in the event such a position may become available in July or August. The employees' application must include a phone number where they can be reached over the July and August period, and an indication of when they would be available for an interview;
- (c) Positions shall be included on the Job Information Line;

16.02 Posting of Vacancies (cont'd)

- (d) Positions shall be posted through the internal process and displayed in all locations where CUPE 947 employees are located and actively at work during the posting period;
- (e) Any advertisements in local newspapers during July and August will include the provision that qualified internal applicants will be given first consideration.
- (iii) The Union shall be notified in writing forty-eight (48) hours prior to the posting of all vacancies under this Article, such notice to include the nature of the vacancy, the minimum-qualifications therefore and all details and pertinent material thereto.
- (iv) Within this forty-eight (48) hour period, either party may request a meeting of the Labour/Management Committee to discuss the staff change; however, this Subsection shall not be used to delay filling such vacancy.
- (v) Temporary vacancies in excess of three (3) months, as defined in Article 1.05, will be posted in accordance with (i), (ii) and (iii) above and with Article 16.07 (ii).
- (vi) The District agrees it will attempt to create meaningful jobs for its employees so that current regular part-time employees will achieve, where possible and practical, full-time hours. In so doing, new hours (regular or temporary) that become available in a school/location during a school year shall be assigned to employees in the school/location on the basis of seniority, classifications and scheduling requirements. Employees can be assigned hours in classifications that are equal to or lower than the classification they currently hold provided these classifications are within the same job stream. Human Resource Services will confirm the employee meets the qualifications for the added classifications prior to assignment. It is understood that every effort shall be made to increase regular hours for regular employees. If there is no one available at that school/location with the qualifications or scheduling ability to have hours added to their work schedule, then these additional hours shall be posted.

Note: Current job streams are: Clerical, Technical and Special Student Assistant. It has been agreed that School Meals Assistant, Student Supervisor, School Assistant and

- Office Assistant hours can be added to any classification regardless of job stream.

16.03 Role of Seniority in Filling Vacancies

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

16.04 Preference in Filling Posted Vacancies

Probationary regular employees who are appointed to a new regular position in accordance with Article 16.03 shall be required to serve a complete new probationary period in such position.

16.05 Appraisal Period

- (i) When a regular employee is the successful applicant, or is deployed at the District level to a vacancy posted under Article 16.02 or in accordance with Article 17.14, or Letter of Understanding #2 (Accommodation), the employee shall serve an appraisal period not exceeding three (3) months. If the appointment is not confirmed, the employee shall revert to their former position and wage rate without loss of seniority, and any other employee(s) promoted or transferred as a result of the staff change shall return to their former position and wage rate without loss of seniority. Where an employee has been previously deployed under Article 17.14, or Letter of Understanding #2 (Accommodation), that employee shall be provided another opportunity for District deployment.
- (ii) In the event an employee reverts back to the employee's former position within thirty (30) scheduled working days, the vacant position shall be awarded to the next most successful applicant as indicated by the selection process.

16.06 Union Notification

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

16.07 Regular Employees Accepting Temporary Appointments & Vacancies

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

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

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

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

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

16.07 Regular Employees Accepting Temporary Appointments & Vacancies (cont'd)

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

Temporary appointments for longer than three (3) consecutive calendar months and continuing into the following school year (excluding approved Leaves of Absence) will become regular vacancies and will be included for deployment to regular staff or for regular vacancy postings in accordance with Article 16.02 (i) and Article 17.14.

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

ARTICLE 17: DEPLOYMENT, BUMPING, LAYOFFS, AND RECALL

17.01 Definition

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

17.02 Layoff Order

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

17.03 Bumping Rights

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

- (i) Within three (3) working days after being notified under Article 17.01 that they occupy a classification designated for layoff, affected regular employees who are not to be retained in that classification and department/school, shall be given an opportunity to exercise their seniority by electing to bump. An employee exercising bumping rights may only bump into a position held by the most junior employee of any classification that is equal to or lower than the classification held by the surplus employee that has the same continuing hours provided that the surplus employee has the required qualifications.
- (ii) If no position provides the same number of continuing hours, the surplus employee may opt to bump into a position with greater or lesser hours provided that the position is held by the most junior employee in any classification that is equal to or lower than the classification held by the surplus employee and provided that the surplus employee has the required qualifications. Classifications for bumping will be determined by the final targets as established through the job evaluation process.

17.04 Notice of Layoff

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

17.05 Appraisal Period

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

17.06 Severance Pay

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

17.07 Recall List

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

See Article 17.09 (iii)

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

17.08 Status While on Recall List

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

17.09 Recall Rights

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

17.10 Recall Procedures

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

17.11 Temporary Layoffs

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

17.12 Grievance Procedure

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

17.13 The District Deployment Process

Terms of Reference:

School/Department Allocation: Is the annual process of assigning allocated budget and/or hours to CUPE 947 staff. (May 16 to September 30).

District Deployment: Is the District placement of CUPE 947 staff declared "excess to needs". (May 16 to September 30).

Objective:

- (a) The objective is to deploy hours on the basis of District Seniority, to create as many full-time, or almost full-time, positions as operationally achievable. As in the normal hiring process, employees must possess the qualifications listed in the job description.

School/Department Allocation:

- (b)
 - (i) Each school/department administrator/exempt staff shall determine staffing needs for the next school year by May 15. If this is not possible due to delays in Board budget approval, the parties will discuss how to deal with the delay.
 - (ii) For allocating regular hours at schools/departments, employees can be allocated hours in job classifications that are equal to or lower than the classification they currently hold, provided these classifications are within the same job stream. Human Resource Services will confirm the employee meets the qualifications for the added classifications prior to this assignment.

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

For allocating temporary hours at schools/department employees can only be assigned temporary hours in classifications that are equal to or lower than the classification they currently hold, provided these classifications are within the same job stream and provided they can be added to a regular assignment. Temporary hours are not part of the obligation as referenced in Article 17.13 (iv).

School/Department Allocation: (cont'd)

- (iii) On the basis of position and seniority, school/department will allocate hours to current regular employees. As school/department deploy their allocations, employees who do not have hours assigned to them or have only reduced hours available to them within the school/department are declared "excess to needs". An employee can be declared excess to needs only where a bona-fide and continuing reduction of hours occurs. These employees shall be the least senior employees, based on operational requirements and the necessary qualifications. No senior employee can volunteer to be declared excess in lieu of a junior employee. An employee whose student or program will be moving to a new school may be given the option of moving providing a vacancy exists at the receiving school.
- (iv) The obligation of the school/department is to offer positions and hours, based on seniority, to an equal number of hours the employee works in the current school year. Should this not be possible, and an employee decided voluntarily not to be declared excess to needs, the obligation of the school/department for the next school year onwards changes. The school/department would then be obligated to offer a position and hours based on the reduced number of hours assigned to and accepted by this employee effective September 1 of the new school year. This is in an attempt to promote the ideal of creating and then maintaining full-time work for employees as described in (a) above.

District Deployment:

- (c) District Deployment is undertaken at the District level only and will be managed jointly by Human Resource Services and the Union. This process will be initiated during the period of May 16 to September 30. Vacancies from October 1 to May 15 shall be handled pursuant to Article 16.02.
- (d) It is not the intent of this process to allow employees access to positions that would normally be posted. The deployment process only applies to:
 - (i) Those regular employees returning from leaves of absence where their position is discontinued;
 - (ii) Employees having layoff/recall status, or where such placement would reduce regular hours and the regular employee does not wish to continue in the position with the reduced hours;
 - (iii) On a case-by-case basis, regular employees who are eligible for deployment to a vacant position by virtue of an accommodation request under Letter of Understanding # 2. Such employees will be given access to the deployment process with all other employees as defined in d) (i) and d) (ii) above, in order of seniority.

District Deployment: (cont'd)

- (e) Affected employees will be given intent to layoff notices and placed in the deployment process, subject to Article 17.01(ii). If significant reductions in the District F.T.E. are contemplated, the parties shall meet to discuss the deployment process to ensure the rights of the senior employees are protected.
- (f) (i) Eligible employees will be placed in positions for which they are qualified based on the job description. Employees must be able to demonstrate that they have the specific skills by:
 - Having current experience the previous year; or
 - If that experience is more than a year old the employee must:
 - Pass appropriate testing, or
 - Be currently enrolled in an approved course.
- (ii) Where an employee is offered a comparable position (same job classification, same or greater hours) and the employee declines the assignment, they shall have the right of recall as outlined in Article 17.07.
- (iii) Employees will be placed in positions obtained through the deployment process on September 1 for those declared excess prior to June 30, and October 1 for those declared excess between June 30 and September 30. Such deployment meeting dates to be established at a time when mutually agreeable to the Union and Human Resource Services.
- (g) Where the position, same job classification and hours, of any employee who is declared excess to needs is reinstated within the school year following their deployment, that employee shall be given the first opportunity to claim the position.
- (h) The deployment process will be administered by a committee that will include at least two (2) Union representatives. The committee shall have the responsibility of monitoring and ensuring the continual integrity of the deployment process. Questions, concerns and complaints about the deployment process should be addressed to the committee.
- (i) Employees placed through the deployment process will serve an appraisal period in accordance with Article 16.05.
- (j) Any employee not placed through the deployment process will be covered afterwards by all applicable recall and job posting provisions of the Collective Agreement.
- (k) Any positions remaining at the end of the deployment process will be posted.

ARTICLE 18: HOURS OF WORK

18.01 Workday

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

18.02 Workweek

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

18.03 Rest Periods

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

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

18.04 Variance in Working Hours

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

18.05 Additional Part-Time Hours

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

18.06 Flexible Hours

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

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

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

18.07 Non-Instructional Days

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

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

See Article 36 - Staff Development

18.08 Split Workdays

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

18.09 Four Hour Minimum Work Day

- (i) The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (ii) Exemptions from the four (4) hour minimum:
 - (a) Student/noon hour supervisors;
 - (b) Crossing guards;
 - (c) Small schools with fewer than seventy-five (75) students, in which case a two (2) hour minimum will apply;
 - (d) Other positions by mutual agreement.

18.09 Four Hour Minimum Work Day (cont'd)

- (iii) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
- (iv) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (v) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.

ARTICLE 19: OVERTIME

19.01 Overtime Rates

Where conditions necessitate overtime and where the work is authorized and permission granted by the appropriate supervisor, such overtime will be paid at the rate of time and one-half ($1\frac{1}{2}$) for the first two (2) hours in excess of the hours as defined in Article 18.01 of a regular full-time employee, Monday to Friday; thereafter double time (2x) shall be paid.

19.02 Weekend and Statutory Holiday Work

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

19.03 Call Out

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

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

19.04 Time Off in Lieu of Overtime

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

ARTICLE 20: STATUTORY HOLIDAYS

20.01 Entitlement

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

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

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

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

20.02 Day in Lieu

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

20.03 Ten Month Employees

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

ARTICLE 21: VACATIONS

21.01 Entitlement

(¹) A regular employee's vacation entitlement will accrue as a factor of each hour worked in the months an employee has an appointed position and has been in receipt of compensation. The factor is equivalent to the vacation day accrual formula. The factor used for calculating the vacation day accrual shall be in accordance with the employee's anniversary date and the following scale:

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

21.01 Entitlement (cont'd)

Formula for calculating the Accrual Factor on Vacation Entitlement is:

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

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

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

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

21.02 Vacation Pay

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

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

21.03 Vacation Scheduling

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

- (a) Approval of vacation requests shall be at the discretion of each supervisor and shall be subject to operational requirements.
- (b) In the event that the employee is requested to return to work from their scheduled vacation and agrees to do so, the following will apply:
 - (i) When an employee returns to work from vacation that is scheduled to continue for two (2) to five (5) days, one additional vacation day will be added to their vacation balance;

21.03 Vacation Scheduling (cont'd)

- (ii) When an employee returns to work from vacation that is scheduled to continue for six (6) or more days, two (2) additional vacation days will be added to their vacation balance.

- (c) If the employer requests an employee to cancel their vacation for operational reasons within four (4) weeks of a scheduled vacation of two (2) weeks or more, the employee will be granted two (2) additional days of vacation to be added to their vacation balance.

21.04 Long Service Special Vacation

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

21.05 Termination of Employment

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

21.06 Annual Vacations Adjustment Pay

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

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

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

21.06 Annual Vacations Adjustment Pay (cont' d)

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

ARTICLE 22: SICK LEAVE PROVISIONS

22.01 Entitlement

Regular employee, upon completion of three (3) months of continuous service, shall be entitled to utilize their accrued sick leave benefits. Sick leave accumulation is based on a factor of point zero four five nine eight (.04598) of each regular hour worked beginning upon completion of three (3) months of continuous service. Sick leave accrual will occur at the rate of twelve 12 (12) shifts per year. Unused sick leave will accrue from year to year to a maximum of eighty-five (85) shifts.

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

22.02 Proof of Illness

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

22.03 Sick Leave Records

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

22.04 Accrual Rate

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

22.05 Sick Leave Plan

Employees shall, subject to the terms of Article 22.01 and 22.02 above, receive their regular pay for each hour of sick leave entitlement utilized. In the event an employee is placed on an approved medical leave from the District, has exhausted their sick leave entitlement and has not met the 85 day qualifying period for the Long Term Disability Plan (LTD), the employee may

apply for medical Employment Insurance (EI) benefits. Upon providing the Board with an EI approval statement, the Board will top-up the EI benefit to a maximum of 75% of the employee's gross wages, in accordance with the terms of their regular appointment, up to the expiry of the 85 day qualifying period for LTD.

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

The Employer will provide the Local with 1000 hours per year, for the term of the 2006/10 Collective Agreement, for the purpose of bridging the Employment Insurance qualification period when and employee's accrued sick leave is not sufficient to cover the medical EI waiting period. The distribution of these hours shall be at the discretion of the Local. Hours not allocated during the year shall not be carried forward to the next year.

Employees who are entitled to the provision of Article 22.05 Sick Leave Payout, and who have a sick leave accrual greater than 85 days, shall be afforded the right to maintain a maximum accrual of the recorded amount listed on the Addendum "A" attached to this letter.

22.06 Sick Leave Payout

- (i) A regular employee having accrued sick leave to their credit shall, on retirement at Municipal Pension Plan age, or after completing fifteen (15) years or more of continuous service, receive a salary grant in lieu thereof equal to sixty percent (60%) of such credit, to a maximum of sixty-six (66) days; or in the event of death before retirement, any accrued sick leave cash bonus shall be paid to the employee's personal representative. And further, the Board may, at its discretion, extend the benefits described in this Article to any regular employee who, for reasons of health or extenuating circumstances, is obliged to retire before reaching Municipal Pension Plan age. Accrual of sick leave cash bonus shall in no case be retroactive prior to January 1, 1947.
- (ii) Regular employees hired on or after September 1, 1985 shall not be eligible for a sick leave payout in accordance with Article 22.06.
- (iii) Subject always to Subsections (iv), (v) and (vi) below, a regular employee hired before September 1, 1985, who remains actively employed (including Workers' Compensation Board, sick leave and authorized leave) or who is on the recall list on December 31, 1985, and having accrued sick leave to their credit, shall, on retirement at Municipal Pension Plan age, or after completing fifteen (15) years or more of continuous service, receive a salary grant in lieu thereof equal to either sixty percent (60%) of such credit, or sixty percent (60%) of the maximum level for payout purposes established for such individual under Subsection (iv) below, whichever is the lesser. In no event shall the maximum salary grant exceed sixty-six (66) days. In the event of death of an eligible regular employee before retirement, any accrued sick leave cash bonus shall be paid to the employee's personal representative and further, the School Board may, at its discretion, extend the benefits described in this Article to any regular employee who, for reasons of health or extenuating circumstances, is obliged to retire before reaching Municipal Pension Plan age. Accrual of sick leave cash bonus shall in no case be retroactive prior to January 1, 1947.

- (iv) A maximum level of sick leave accrual for payout purposes under Subsection (iii) above, shall be established for eligible employees hired before September 1, 1985, and who remain actively employed (including Workers' Compensation Board, sick leave and authorized leave) or who are on the recall list on December 31, 1985. At the time such employee retires or is otherwise entitled for a sick leave payout in accordance with Subsection (iii) above, shall be paid out at either sixty percent (60%) of this established maximum level or sixty percent (60%) of the employee's actual sickleave credit at the time of such payout, whichever is the lesser. In no event shall this payout exceed sixty-six (66) days. The dollar (\$) value of such sick leave payout shall be calculated as per Subsection (v) below.
- (v) The dollar (\$) value of the sick leave payout under Subsection (iii) and (iv) above shall be established on the basis of the wage rate in effect for each eligible employee at the time when such payout is actually made.
- (vi) A regular employee who has maximum sick leave for payout purposes established as per Subsection (iv) above and who utilizes their sick leave accrual because they are legitimately ill, with the result that their actual accrual level drops below the established maximum level for payout purposes, may, by working and earning additional sick leave, re-accrue sick leave back to the established maximum level for payout purposes. It is understood the maximum sick leave for payout purposes established under Subsection (iv) is not guaranteed but is a maximum only.
- (vii) Employees who elect to resign or retire, during or immediately upon the completion of a leave of absence granted in accordance with Article 24, shall have their sick leave payout dollar (\$) value calculated on the basis of the basic wage rate in effect at the time the employee last worked, provided such employee is otherwise eligible for sick leave payout under this Article.

22.07 Recovery From a Third Party

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

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

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

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

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

ARTICLE 24: LEAVE OF ABSENCE

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

Approved Leave of Absence During Vacation

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

24.01 General Leave

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

24.02 Union Business

- (i) Time off with pay shall be granted to not more than four (4) elected representatives of the Union (such number may be increased at the sole discretion of the employer) when it becomes necessary to transact business with the Board arising out of this Agreement during working hours. Such time off shall be accorded through authorization by the Secretary-Treasurer, or delegate.
- (ii) Time off without pay shall be granted to not more than four (4) delegates of the Union upon application to the Secretary-Treasurer at least one (1) week prior to the requested time off

24.03 Bereavement Leave

- (i) In the event of death of a member of an employee's immediate family: spouse (including common-law spouse), children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law,

24.03 Bereavement Leave (cont'd)

grandparents and grandchildren, grandparents-in-law, or any 2nd degree relative living at the same household as the employee, such employee shall be granted upon request, leave of absence deemed appropriate by the Director of Human Resource Services or delegate. The employee shall receive regular straight time salary for an aggregate total of five (5) working days. The Director of Human Resource Services may also authorize reasonable travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate as a result of the location of the funeral.

- (ii) In the event of the death of a relative not mentioned above or a friend of an employee, the employee shall be entitled to one-half day leave (one day if the funeral is outside the Capital Regional District) with pay for the purpose of attending the funeral.

24.04 Jury Duty

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

24.05 Educational Leave

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

24.06 Pregnancy Leave

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

- (i) A request for pregnancy leave must be supported by a Certificate of a Medical Practitioner. It is the employee's responsibility to provide written medical evidence of health during pregnancy while still at work, if requested by the Employer.
- (ii) If an employee returns to work immediately after the expiry of the authorized leave, she will retain her former position without loss of available benefits to which she has contributed to during her pregnancy leave, except as provided in Article 23. The employee is to provide one month's notice of the date of returning to work. If the

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

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

24.07 Parental Leave for Birth and Adopting Parents

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

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

24.08 Paternity, Adoption Placement and Guardianship Leave

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

- (i) Paternity Leave shall be taken within forty (40) working days from the date of the birth of the child; or

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

24.09 Additional Parental/Adoption Leave

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken pursuant to Articles 24.06, 24.07 or 24.08.

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

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

24.11 Medical Leave

Employees, upon providing the Board with a certificate from a medical practitioner, may request an unpaid medical leave as an extension to their paid sick leave. Approval of a combined paid and unpaid leave of absence for medical reasons shall not exceed twelve (12) months. In the event that the employee is unable to return to work within the twelve (12) month period, seniority and years of continuous service shall be frozen and said dates adjusted on their return. Notwithstanding Article 24.15 (iii) employees returning from an approved medical leave in excess of one (1) year shall be placed on recall in accordance with Article 17.

24.12 Family Leave

The Board shall provide an employee, after notification to the automatic dispatch system and supervisor, with a leave of absence with pay to a maximum of four (4) shifts or portion thereof per year in the case of illness or convalescent care in the immediate family. Immediate family is defined as children, parents or spouse.

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

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

24.13 Leave for Public Office

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

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

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

24.14 Marriage Leave

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

24.15 Extension to Approved Leave

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

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

24.16 Notification Upon Return From Leave

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

ARTICLE 25: PAYMENTS OF WAGES AND ALLOWANCES

25.01 Bi-weekly Pay

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

25.02 Shift Differential

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

25.03 Mileage Allowance/Vehicle-Use Compensation

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

25.04 Job Descriptions

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

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

25.05 Uplift in Rate

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

ARTICLE 26: FRINGE BENEFITS

26.01 Medical Services Plan and Extended Health Benefits

Regular employees who are eligible for coverage under the terms of the Medical Services Plan of British Columbia and the Extended Health Benefits Plan in effect through the Public

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Education Benefits Trust, may participate in both plans from the first day of the month following completion of their probationary period. Eligible employees shall contribute as follows:

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

26.02 Group Life Insurance

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

26.03 Dental Plan

Regular employees who are eligible for coverage under the terms of the Dental Plan in effect through the Public Education Benefits Trust may participate in this Plan from the first day of the month following completion of their probationary period. Eligible employees shall contribute twenty-five percent (25%) of the premiums for this Plan and the Employer shall contribute the remaining seventy-five percent (75%). The Dental Plan shall provide for payment of one hundred percent (100%) of the claims under Plan "A" (basic service), fifty percent (50%) of the claims under Plan "B" (prosthetic appliances, crown and bridge procedures) and fifty percent (50%) of the claims under Plan "C" (orthodontics) to a maximum lifetime benefit of two thousand dollars (\$2,000.00) per family member. The terms of the Plan established with the carrier shall apply.

26.04 Municipal Pension Plan

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

26.05 Workers' Compensation Supplement

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

26.06 Retirement Gratuity

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

26.07 Pro-Rata of Employee Premiums

- (¹) For twelve (12) month employees: The employee's share of annual fringe benefit premiums for Article 26.02 (Optional Life only) and 26.03 (Dental) will be deducted on a twelve (12) month basis on the last pay of each month.
- (ii) For employees who work ten (10) months or more but less than twelve: The employee's share of the fringe benefit, for the months that employment is provided, the premium for Article 26.03 (Dental) will be deducted on a ten (10) month basis on the last pay of each month employed.
- (iii) For employees who work 10 months or more but less than twelve: Note that one hundred percent (100%) employer paid obligation under 26.01 and 26.03 does not apply to natural appointment breaks (months unemployed). Therefore, the employee's share of the natural appointment break, fringe benefit premiums for Article 26.01 (Medical and Extended Health) and Article 26.02 (Dental) will be deducted on a ten (10) month

or eleven (11) month basis, as applicable, on the first pay of each month. An adjustment will occur each June or, the month preceding the natural appointment break if the break includes June, to allow for changes to premium rates and to reconcile for actual costs or employee dependent changes during the school year.

26.08 Jointly Trusteed Benefit Trust

The Parties have agreed to participate in a jointly trusteed benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article (note — districts without AD&D would not include reference to that benefit) as soon as the trust is able to take on that responsibility.

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

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

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

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

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

ARTICLE 27: TECHNOLOGICAL CHANGE

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

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

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

- 27.04 (a) Should the introduction of technological change result in substantial changes in an employee's procedures or position and/or increased skills and abilities required, then the Board will provide training and equipment up to a maximum of three (3) months with no loss of pay, benefits or seniority.
- (b) Should the introduction of technological change result in the employee's position becoming redundant, then the Board and the Union will make every effort to place the employee in a position with the rights and benefits provided under this Agreement, provided always that the employee has the required qualifications, experience, skill and ability.
- (c) If an employee cannot be placed in such an alternate position, or if during the three (3) month appraisal period in the alternate position the employee is unable to meet the position requirements, the Board will give notice of layoff in accordance with Article 17.

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

ARTICLE 28: OCCUPATIONAL HEALTH AND SAFETY

28.01 Mutual Cooperation

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

28.02 Hazardous Substances

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

28.03 Occupational Health and Safety Committee

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

28.04 Training for Safety Purposes

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

28.05 Workplace Violence

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

28.06 Safety Footwear Allowance

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

ARTICLE 29: HARASSMENT

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

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

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

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

ARTICLE 30: EMPLOYEE RECORDS

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

ARTICLE 31: PRINTING THE COLLECTIVE AGREEMENT

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

ARTICLE 32: BULLETIN BOARDS

32.01 Bulletin boards for Union business shall be made available in the main administration building, schools, and other areas as may be mutually agreed to.

ARTICLE 33: MAINTENANCE PROCEDURES

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

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

ARTICLE 34: JOB SECURITY

34.01 Volunteers

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

34.02 Work Experience

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

- (1) Participation in a work experience placement shall be approved in writing by the Board (or designate), the Union, and the individual regular employee involved prior to any placement;
- (2) Participation in a work experience placement by an employee is completely voluntary;
- (3)
 - (a) A work experience placement is not to be made when such placement will replace a regular or spareboard employee who is on lay-off or whose job has been eliminated due to budget cuts or "downsizing", nor shall such placement be used to avoid hiring an employee.
 - (b) Should the employee trainer be laid-off during the placement, the placement will be terminated.
- (4) No employee will be held liable or responsible for the improper action of any individual participating in a work experience placement;
 - (1) A person placed within the District in a work experience is not an employee nor entitled to any preference over any regular or spareboard employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties;
- (7) At no time will an individual be placed in a workplace during an industrial relations dispute between the Union and the Employer. If an industrial relations dispute arises during a work experience placement, the individual will be removed from the workplace until such time as the dispute is resolved;
- (8) The employee who has agreed to supervise an individual on a work experience placement will be provided with adequate time to work with the individual without penalty or threat of discipline;
- (9) The Work Experience Placement Agreement referred to in the Letter of Understanding created jointly by the Board and the Union sets out conditions for internal placement(s) within School District #61;

34.03 Contracting Out

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

ARTICLE 35: TERM OF AGREEMENT

35.01 Term

—

This Agreement shall remain in effect from and including July 1, 2006 up to and including June 30, 2010 and shall continue in effect from year to year thereafter, subject to the right of either Party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement. The parties agree to exclude (S) 50 subsections (2) and (3) of the Labour Code.

35.02 Continuation Article

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

35.03 Retroactivity

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

ARTICLE 36: STAFF DEVELOPMENT

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

See Article 18.07 - Non-Instructional Days

ARTICLE 37: LETTERS OF UNDERSTANDING

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

- # 1 Jurisdictional Anomalies
- # 2 Accommodation
- # 3 Work Experience Placement Agreement
- # 4 Consultation Process
- # 5 Reassignment Process


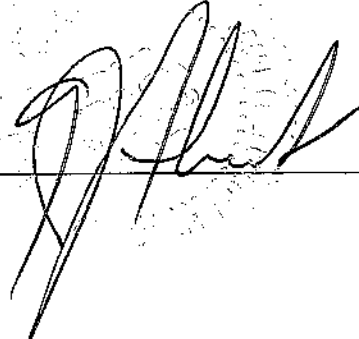
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this

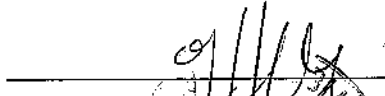
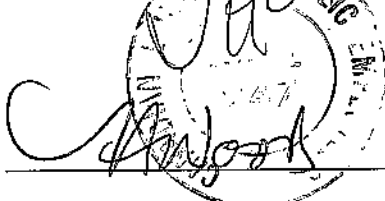
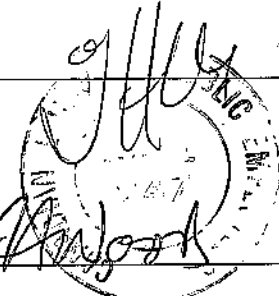
18th day of June in the year 2007, in the

City of Victoria, Province of British Columbia.

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

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

SCHEDULE "A"
Greater Victoria School District No. 61

CUPE 947 Salary Grid

Salary Grid	Occ. Code	Classification	Regular Wage Rate per hour at July 1/07 including 2% pay increase	Green Circled - old lang. Wage Rate at July 1/07 including .2% pay increase	Red Circled new lang. Wage Rate per hour at July 1/07	Regular Wage Rate per hour at July 1/08 including 2% pay increase	Green Circled - old lang. Wage Rate at July 1/08 including .2% pay increase	Regular Wage Rate per hour at July 1/09 including 2% pay increase	Green Circled - old lang. Wage Rate at July 1/09 including 2% pay increase
1		No Positions	16.41			16.74		17.07	
2		No Positions	16.83			17.17		17.51	
3	OA	Office Assistant	17.30			17.65		18.00	
4		No Positions	17.79			18.15		18.51	
5		No Positions	18.28			18.65		19.02	
6	AVC	A.V. Clerk	18.99			19.37		19.76	
6	SPVN	Student Supervisor	18.99			19.37		19.76	
7	CT	Clerk Typist	19.32			19.71		20.10	
7	DR	District Receptionist	19.32			19.71		20.10	
7	SA	School Assistant	19.32			19.71		20.10	
7	SC	Secretarial Clerk	19.32			19.71		20.10	
8	BC	Benefits Clerk	19.94			20.34		20.75	
8	CM	Cafeteria Manager	19.94			20.34		20.75	
8	SAE	School Assistant - ESL	19.94			20.34		20.75	
8	SAFI	School Assistant - French Immersion	19.94			20.34		20.75	
8	SLC	School Library Clerk	19.94			20.34		20.75	
8	SMA	School Meals Assistant	19.94			20.34		20.75	
8	SSLA	Secondary Science Lab Assistant	19.94			20.34		20.75	
9	CLF	Community Link Facilitator	20.58			20.99		21.41	
9	CLA	Computer Lab Assistant	20.58			20.99		21.41	
9	DO	Data Base Operator	20.58			20.99		21.41	
9	SISS	SIS Operator-Secondary	20.58			20.99		21.41	
10	AEA	Aboriginal Education Assistant	21.38			21.81		22.25	
10	ACF	Accounts Clerk - Facilities	21.38			21.81		22.25	
10	AA1	Administrative Assistant I	21.38		21.39	21.81		22.25	
10	CCC	Career Centre Coordinator	21.38			21.81		22.25	
10	DRLC	District Resource Centre Library Clerk	21.38			21.81		22.25	
10	FRC	Facilities Rental Clerk	21.38			21.81		22.25	
**	ECE	Early Childhood Educator - new July1/07 * int	22.07			22.51		22.96	

SCHEDULE "A"
Greater Victoria School District No. 61

CUPE 947 Salary Grid

Salary Grid	Occ. Code	Classification	Regular Wage Rate per hour at July 1/07	Green Circled - old lang. Wage Rate at July 1/07	Red Circled - % new lang. Wage Rate per hour at July 1/08	Regular Wage Rate per hour at July 1/08	Green Circled - old lang. Wage Rate at July 1/09	Regular Wage Rate per hour at July 1/09	Green Circled - old lang. Wage Rate at July 1/09
11	ABA	ABA Assistant	22.26			22.71		23.16	
11	ACG	Accounts Clerk - General	22.26			22.71		23.16	
11	ACS	Accounts Clerk - Schools	22.26			22.71		23.16	
11	AS1M	Administrative Secretary 1 - Maintenance	22.26			22.71		23.16	
11	ACAT	Augmentative Communication & Adaptive Technoloc	22.26			22.71		23.16	
11	EAG	Educational Assistant - General	22.26			22.71		23.16	
11	HRSD	Human rtes. systerris speciaust - Dispatch/Absences	22.26			22.71		23.16	
11	HRSR	Human Res. Systems Specialist -Records	22.26			22.71		23.16	
11	PCCD	Print Centre Coordinator	22.26			22.71		23.16	
11	REGS	rc REGISTRAR secretary - internacional otuaent Program	22.26			22.71		23.16	
11	SAA1	School Administrative Assistant I	22.26			22.71		23.16	
11	TRCD	Transportation Coordinator	22.26			22.71		23.16	
11	VLI	Visual Language Interpreter	22.26			22.71		23.16	
12	AA2N	Administrative Assistant II - Non Supervise	23.11	23.79 / 24.11		23.57	24.27 / 24.56	24.04	M.76 / 25.0
12	BSP	Benefits Specialist	23.11		23.18	23.57		24.04	
12	BYR	Buyer	23.11			23.57		24.04	
12	EDIN	Education Interpreter	23.11			23.57		24.04	
12	EAB	Educational Assistant - Braille - new Sept.1106	23.11			23.57		24.04	
12	EAP	Educational Assistant - Physical	23.11			23.57		24.04	
12	ET1	Electronics Technician I	23.11			23.57		24.04	
12	PLTC	Graphics Technician	23.11			23.57		24.04	
12	PSP	Payroll Specialist	23.11			23.57		24.04	
12	SS2	School Secretary 2	23.11			23.57		24.04	
12	SCT	School Technologist	23.11			23.57		24.04	
13	AA2S	Administrative Assistant II - Supervising	24.11			24.59		25.08	
13	AACP	Assistant Accountant - International Student Prog	24.11			24.59		25.08	
13	DEA	District Educational Assistant	24.11			24.59		25.08	
13	ITSS	Support Specialist	24.11			24.59		25.08	
13	PAS	Personnel Assistant	24.11			24.59		25.08	
13	SAA3	School Administrative Assistant III	24.11			24.59		25.08	

SCHEDULE "A"
Greater Victoria School District No. 61

CUPE 947 Salary Grid

Salary Grid	Occ. Code	Classification	Regular Wage Rate per hour at July 1/07 including 2% pay	Green Circled - old lang. Wage Rate at July;1/07	Red Circled new lang.i Wage Rate,per hour at July1/07	Regular Wage Rate per hour at July 1/08 including 2%	Green Circled - old lang. Wage Rate at July 1/08	Regular Wage Rate per hour. at July 1/09 including 2%	Green Circled - old-lang -Wage Rate.at July 1/09 includiri
13	SMAS	Senior Management Assistant	24.11			24.59		25.08	
14	AACF	Assistant Accountant - Management & Reporting	25.08			25.58		26.09	
14	PAAC	Assistant Accountant - Payroll	25.08			25.58		26.09	
14	BT	Building Technologist	25.08		25.11	25.58		26.09	
14	FACA	Financial Accounting Assistant	25.08	26.12		25.58	26.64	26.09	27.17
16	PSUP	Payroll Supervisor	27.23			27.77		28.33	
16	SBT	Senior Building Technologist	27.23			27.77		28.33	
16	BYSR	Senior Buyer	27.23	29.58		27.77	30.17	28.33	30.77
17	ETF	Electronics Technician Foreman	28.39		28.43	28.96		29.54	
17	ITSA	Information Technology Systems Analyst	28.39			28.96		29.54	
17	WM	Web Master	28.39			28.96		29.54	
18		No Positions	29.58			30.17		30.77	
19	**DA	Database Administrator - interim rating	30.81			31.43		32.06	
19	SYSA	Systems Analyst	30.81			31.43		32.06	

LETTER OF UNDERSTANDING # 2

between

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

and

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

and

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

Re: Jurisdictional Anomalies

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

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

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

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

LETTER OF UNDERSTANDING # 2

between

The interest of the affected employees;

The operational requirements;

The existing duties and qualifications;

LETTER OF UNDERSTANDING # 1 (cont'd)

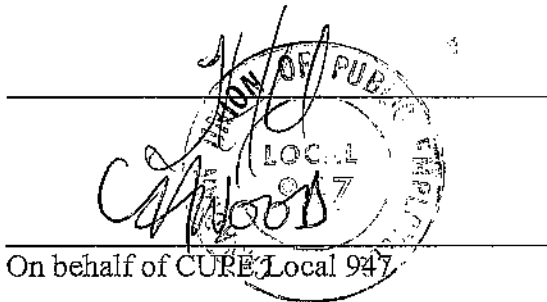
- 4. Where the Parties are unable to achieve a mutually agreeable resolution within thirty (30) days, or such longer period as may be agreed to by the Parties, then the matter shall be submitted to a single arbitrator named by agreement of the Parties for the sole purpose of adjudicating disputes arising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

Dated this 18th day of September 2007.

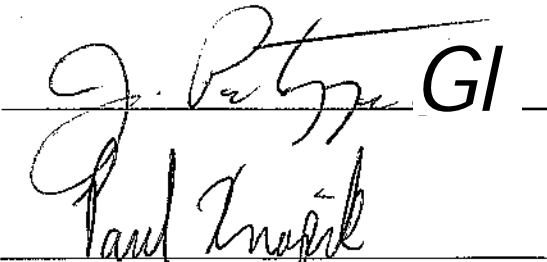




On behalf of the Employer


The stamp is circular with the text 'UNION OF PUBLIC EMPLOYEES LOCAL 947' around the perimeter. A handwritten signature is written across the stamp.

On behalf of CUPE Local 947



On behalf of CUPE Lo' al 382

LETTER OF UNDERSTANDING # 2

between

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

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 947

Re: Accommodation

Preamble

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

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

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

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

(a) **Types of Initiatives**

Accommodation may consist of one or more of the following:

1. **Modified Work:**

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

- (a) Current position.

LETTER OF UNDERSTANDING # 1 (cont'd)

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

LETTER OF UNDERSTANDING # 2 (cont'd)

2. Graduated Return to Work:

Not working regular number of hours.

3. Rehabilitation:

Special rehabilitation programs.

4. Ergonomic Adjustments:

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

(b) Rate of Pay and Appraisal Period

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

(c) Re-orientation to the Workplace

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

(d) Accommodation Committee

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

Purpose

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

Role and Function

The roles and functions of the Committee are as follows:

LETTER OF UNDERSTANDING # 2 (cont'd)

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

LETTER OF UNDERSTANDING # 2 (cont'd)

5. The employee, union and employer must be in agreement.

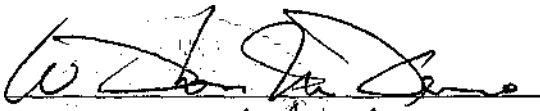
Responsibilities

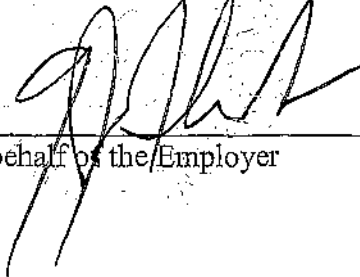
1. Determine, in conjunction with the employee and the physician, the capabilities of the disabled employee.
2. Determine if the employee can return to their current position.
3. Determine if the current position can be modified to accommodate the disabled employee.
4. Determine if part time positions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

Dated this 01 day of _____


S..en."--evA


DA. Doc^c-T





On behalf of the Employer





On behalf of CUPE Local 947

LETTER OF UNDERSTANDING # 2 (cont'd)

LETTER OF UNDERSTANDING # 4

between

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

and

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

Re: Work Experience Placement Agreement

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

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

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

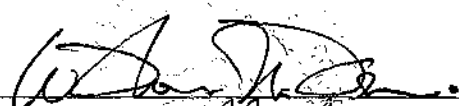
LETTER OF UNDERSTANDING # 4

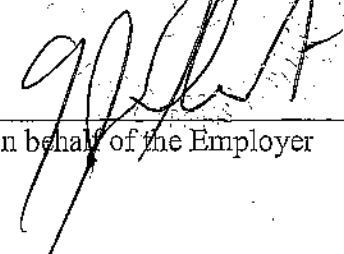
between

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

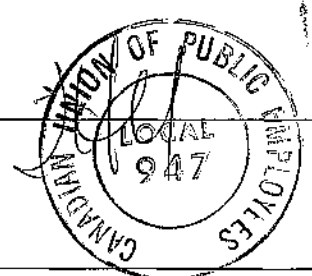
Please refer to Article 34

Dated this 13th day of September 2007.





On behalf of the Employer



On behalf of CUPE Local 947

LETTER OF UNDERSTANDING # 3 (cont'd)

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

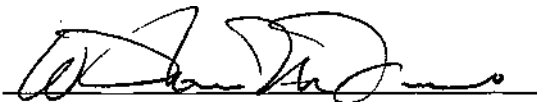
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**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 947**

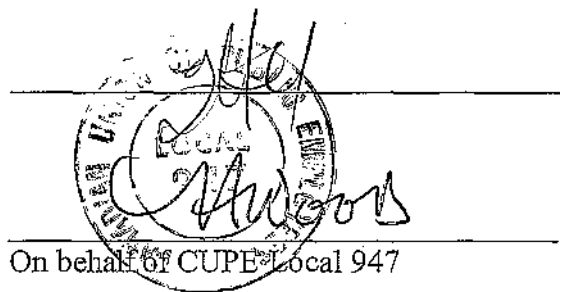
Re: Consultation Process

In accordance with Board Policies & Regulations, the Board of Trustees and C.U.P.E. 947 support and encourage the access and participation of support staff in school consultation processes.

Dated this _____ day of September 2007.



On behalf of the Employer



On behalf of CUPE Local 947

LETTER OF UNDERSTANDING # 6

between
THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 947

RE: Reassignment Process

The parties recognize that it is in the interests of the Board, its employees and the students to minimize the employment disruption caused by the changing needs of schools from school year to school year and to protect the preferential rights of employees affected by these changing needs.

Therefore, to address these interests the parties agree to the following procedure for reassignment:

1. All postings will be held from May 1 until the second full week of June. At that time all vacancies that have accumulated shall be posted;
2. School/Department allocation shall be in accordance with Article 17.13 (b) with the sole exception of the following:
 - Each school/department administrator/exempt staff shall determine staffing needs for the next school year by May 31;
3. Employees whose position has been eliminated or reduced in hours shall receive notice of layoff by June 1. Notwithstanding Article 17.01 (ii), laid-off employees may elect:
 - Recall, pursuant to Article 17, or
 - Severance, pursuant to Article 17.06

Laid-off employees who elect recall will be flagged and given preference, according to their seniority, when bidding for positions;

4. The Human Resource Department will review all applications for posted positions to identify those applicants who have recall status. As well, the Human Resource Department will identify senior employees with recall rights who may not have applied to a posting for which they are qualified. If it can be demonstrated that they possess the prescribed skills as specified in the job description and required experience from the current year the Department will contact them to confirm that they were not, in fact, interested in the position. The department's call would constitute an offer and, therefore, one recall right. Employees with recall rights must maintain their current telephone number with the Human Resource Services Department in accordance with (NEW) Article 17.10;

LETTER OF UNDERSTANDING # 6

5. A second posting period will commence ^{between} prior to Labour Day and will close on the Wednesday following Labour Day. ~~The regular posting process will resume for the balance of September.~~ Postings will be advertised on the district WEB site and posted in all district sites;
**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**
6. Employees contacted by the Human Resource Services Department who are entitled to recall **CANADIAN UNION OF PUBLIC EMPLOYEES** and who are offered positions as described in point number 4 above, however elect not to take a position, will lose their right of recall. **LOCAL 947**
7. Employees with recall rights and who have not secured a position during the positing period of June 1 to September 30 may request the right to bump in accordance with Article 17.03 Bumping Rights.

This procedure shall be applied to the 2006/2007 staffing period commencing May 1st through to September 30th. The parties agree to meet prior to April 30, 2007 to assess the success of the process and consider continuation of the process for future staffing periods. If the parties fail to reach an agreement, the Letter of Understanding shall become null and void on June 30, 2007.

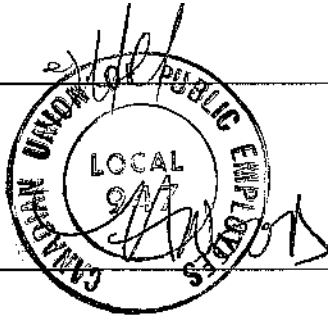
For the 2006/2007 staffing period this process shall supersede Article 17.13 of the Collective Agreement.

Dated this 5 day of

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On behalf of the Employer



On behalf of CUPE Local 947

LETTER OF UNDERSTANDING # 6 (cont'd)

RE: Sick Leave Plan

At the Union's request a period of four months beginning July 1, 2006 will be provided for their study of this plan: The parties will meet prior to October 31, 2006 and confirm a willingness to implement the plan. If the parties are in agreement, the Sick Leave Plan as described below, shall come into effect on November 1, 2006.

Article 22: Sick Leave Provision

22.01 Entitlement (Replaces current Article 22.01)

Regular employees, upon completion of three (3) months of continuous service, shall be entitled to utilize their accrued sick leave benefits. Sick leave accumulation is based on a factor of point zero four five nine eight (.04598) of each regular hour worked beginning upon completion of three (3) months of continuous service. Sick leave accrual will occur at a rate of twelve (12) shifts per year. Unused sick leave will accrue from year to year to a maximum of eighty-five (85) shifts.

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

Article 22.03 Sick Leave Plan (NEW)

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

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

LETTER OF UNDERSTANDING # 6 (cont'd)

The Employer will provide the Local with a total of 1000 hours per year, for the term of the 2006/10 Collective Agreement, for the purpose of bridging the Employment Insurance qualification period when an employee's accrued sick leave is not sufficient to cover the medical EI waiting period. The distribution of these hours shall be at the discretion of the Local. Hours not allocated during the year shall not be carried forward to the next year.

Employees who are entitled to the provision of Article 22.05 Sick Leave Payout, and who have a sick leave accrual greater than 85 days, shall be afforded the right to maintain a maximum accrual of the recorded amount listed on the Addendum "A" attached to this Letter.

Article 22.05 Emergency Sick Leave Fund (Delete)

The Board and the Union agree to make a joint application to the PEBT to remove the Disability Installment Rider to the Group Life Insurance plan. In

- ▶ exchange, the application will request an enhancement of the basic life insurance amount to 3 times (3X) annual salary at no additional cost.

Dated this 17th day of September 2007



On behalf of the Employer



On behalf of CUPE Local

EMERGENCY SICK LEAVE

GUIDELINES

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

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

EMERGENCY SICK LEAVE GUIDELINES — (cont'd)

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

EMERGENCY SICK LEAVE

PROCEDURE SHEET

Application Form for Emergency Sick Leave

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

The Annual Accrual

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

The Monthly Usage Report

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

PAID LEAVE FOR UNION BUSINESS REPORT

PROCEDURE SHEET

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

CANADIAN UNION OF PUBLIC EMPLOYEES

By-Laws

YOU ARE THE UNION!

A few *dos ana don'ts* to test the sincerity of WE who are the Union

- Do** study the Constitution
- Do** study the By-Laws
- Do** study the Agreement
- Do** attend as many meetings as possible
- Do** get acquainted with the Shop Steward for your work site
- Do** learn the difference between a legitimate grievance and a complaint, whether such be frivolous or well-founded
- Do** memorize the Order of Business and follow it when attending meetings
- Do** think before we vote!

- Don't** say, "Why doesn't the Union ...?" instead of "Why don't WE...?"
- Don't** stay away from meetings and gripe about "unwise" decisions afterward
- Don't** go *over the head* of OUR Steward
- Don't** believe the Union is not vitally important to US
- Don't** hesitate to bring to the attention of the meeting YOUR problems they are the Union's, too
- Don't** leave this booklet at home – carry it at all times

PREAMBLE

Duties and responsibilities of elected officers and members of committees should be as widely dispersed as possible. It should not be left to the willing few to have to serve in multiple capacities. In other words, duties should be shared by the **many** rather than the few. While various committees have been designated as *Standing Committees*, this does not preclude the possibility of special committees being established from time to time as may be required and necessary. In order to improve and maintain the social and economic welfare of its members without regard to colour, race, or creed, to promote efficiency in public employment, and to give clear evidence of its recognition of the unity of organized labour, this Local has been formed and does now establish these By-Laws for its government.

The following By-Laws are adopted by the Local, pursuant to, and to supplement, Appendix B of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

NAME

The union shall be known as Canadian Union of Public Employees (CUPE) Local 947.

MEETINGS

Regular Membership Meetings shall be held in the months of October, December, February, April and June beginning at 7:00 pm at a place to be decided by the Executive, due notice of which shall be given. A quorum for the transaction of business at any regular or special meetings shall consist of 5% of the previous month's membership, as reported by the Treasurer; including at least 4 members of the duly elected officers. Meetings shall not extend beyond 9:30 p.m., except by majority vote. Annual General Meetings and Election of Officers for the ensuing term shall be held immediately after the Regular Meeting in the month of April. The Executive Board shall have the authority to conduct the business of the local during the months in which there are no regular meetings or no quorum at regular meetings.

SPECIAL MEETINGS

Special Membership Meetings may be ordered by the Executive Board or requested in writing by no fewer than 5% of the membership. The President shall call a special meeting when so ordered or requested and shall see that all members receive at least twenty-four (24) hours notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

EXECUTIVE MEETINGS

The Executive Board shall comprise of the elected officers, excepting Trustees. 50% of the Executive Board shall constitute a quorum for the purpose of executive meetings. The Executive Board shall meet at least once a month.

OFFICERS

The Officers of the Local shall consist of the President, Vice-President, Recording Secretary, Treasurer, Membership Secretary, Chief Shop Steward, nine (9) Members-At-Large, three (3) Trustees and the Past President.

TERM OF OFFICE – EXECUTIVE BOARD

ODD/EVEN NUMBERED YEAR	OFFICE	TERM of OFFICE
Even	President	two years
Odd	Vice-President	two years
Odd	Recording Secretary	two years
Even	Treasurer	two years
Odd	Chief Shop Steward	two years
Even	Membership Secretary	two years
	Members-At-Large	one year
	Past President	one year

Election of:

- President, Treasurer, and Membership Secretary on even-numbered years
- Vice-President, Recording Secretary, and Chief Shop Steward on odd-numbered years

At the first Election of Officers in the Local, there shall be three (3) trustees elected so that:

- one will serve for a period of three (3) years
- one for two years
- one for one year
- each year thereafter, the Local, at their Annual General Meeting, elect one trustee for the three-year period, or, in the case of vacancies occurring, elect trustees to fill only the unexpired terms, in order to preserve overlapping terms of office

ELIGIBILITY TO HOLD OFFICE

Unless waived by a simple majority vote of members in attendance at the Annual General Meeting

Members shall be eligible to run for President provided:

- they have been a member in good standing for at least two (2) years
- they have attended six (6) regular meetings in the year preceding the Annual General Meeting

Members shall be eligible to hold office on the Executive Board, or as a Delegate, provided:

- they have been an active member in good standing for the preceding year
- they have attended four (4) regular meetings in that year

DUTIES OF OFFICERS

It is the expectation that all executive officers will attend all executive and regular meetings.

Should any Executive Board Member fail to answer the roll call for

- three (3) consecutive regular membership meetings or
- four (4) regular executive board meetings

without having submitted good reasons for those failures, the office shall be declared vacant and shall be filled by an election at the following membership meeting.

The President shall:

- enforce the CUPE Constitution and these By-Laws
- preside at all membership and Executive Board meetings and preserve order
- decide all points of order and procedure (subject always to appeal by the membership)
- have a vote on all matters (except appeals against his or her rulings) and in case of a tie, vote in any matter, including elections, have the right to cast an additional vote to break the tie
- ensure that all executive officers perform their assigned duties
- fill committee vacancies, where elections are not provided for
- introduce new members and conduct them through the initiation ceremony
- sign all cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, or vote of the membership
- be allowed necessary funds, not to exceed \$100 monthly (to reimburse the president or executive officers for expenses; receipts required)

The Vice-President shall:

- in the absence of the President, preside and perform all duties pertaining to the office of president, and render such assistance as may be required
- in the case of a vacancy in the office of president, to act as President until the Local elects a president to fill the vacancy

The Recording Secretary shall:

- keep full, accurate, and impartial account of the proceedings of all regular, special and executive board meetings
- record all alterations in the By-Laws
- answer correspondence and fulfill other secretarial duties as directed by the Executive Board
- file a copy of all letters sent out and keep on file all communications
- prepare and distribute all circulars and notices to members
- have all records ready on reasonable notice for auditors and trustees
- on termination of office, surrender all books, seals, and other properties of the Local to the successor
- preside over membership and Executive Board meetings in the absence of both the President and the Vice-President
- be empowered, with the approval of the president, to employ necessary assistance to be paid for out of the Local's funds (Article B.3.3.)
- sign correspondence only with the knowledge of the President and/or the Executive Board
- have custody of original documents pertaining to contract negotiations and shall be the keeper of the Official Seal of the Local

The Treasurer shall:

- carry out the duties in accordance with the CUPE Constitution
- shall report monthly on the financial standing of the Local
- report previous month's membership total at general meetings
- present the Local's books for audit by the Trustees once a year or as deemed necessary by the Executive

The Chief Shop Steward shall:

- where necessary, have the authority to appoint area stewards

Grievances which have not been resolved by the area stewards at the immediate supervisory level, shall be referred to the Chief Shop Steward, who will discuss the matter with the representative of the employer.

If agreement is not reached within the time limits specified in the Collective Agreement for appropriate action, the Chief Shop Steward may, when necessary, to further the prosecution of a complaint, and after consultation with the President and/or Vice-President, write or cause to be written, emergent letters to any person or persons; such letters may be signed by the Chief Shop Steward or by the Recording Secretary.

The contents of such letters shall be reported at the next following meetings of the Executive Board of the Union.

The Membership Secretary shall:

- receive authorization for payroll deductions for each new member of the Local
- ensure that the membership is notified of meetings
- keep an accurate record of staff changes, as reported by the employer
- peruse postings to comply with the Collective Agreement
- maintain the record of attendance

Members-At-Large shall:

- serve as Shop Stewards
- serve on committees

The Trustees shall:

- act as an auditing committee
- audit the books and accounts of the Treasurer and the minute book of the Recording Secretary annually
- report their findings to the Local at the regular meetings after their audit
- submit in writing to the President and Treasurer any recommendations and/or concerns they feel should be reviewed
- use the audit forms supplied by CUPE National Office and send a copy of each annual audit to the National Secretary-Treasurer, in accordance with the provisions of the CUPE Constitution

STAFF

To assist in administering the Local and to assist the Officers of the Local in carrying out their duties, the Executive, on behalf of the Local, shall hire a part time Business Agent(s) and/or part time Executive Officer(s).

4: the Executive shall prepare a contract and budget estimation for all staff hired by the Local;

- ❖ the Executive shall post a Notice of Motion for the next general meeting, seeking approval of the contract and budget;
- ❖ all contracts must be subject to renewal on at least an annual basis;

4: the President of the Local, or designate, shall be the direct supervisor of all staff hired by the Local;

- ❖ in the event the staff fail to adequately perform their duties, the Executive of the Local will be responsible for progressive discipline up to and including termination;
- ❖ a Business Agent who is not an Elected Executive Officer, or a member in good standing of the Local, shall have voice, but no vote at all meetings.

Funding:

- ❖ each member of the Local shall, by way of payroll deduction, have \$1 per pay, during the period September 1 through June 30th, deducted for the purpose of meeting the expenses of hired staff.

COMMITTEES

Executive Board Committee shall ensure that:

- all charges against members or officers of the Local be made in writing and be submitted to the executive committee
- any trials held under the provisions of these By-Laws be carried out in accordance with the provision of the CUPE Constitution

Grievance Committee shall:

- be comprised of the President (or delegate), Chief Shop Steward, and the Shop Steward of the grievor
- rule on all grievances and process same in accordance with the current Collective Agreement

Any member who is not satisfied with the decision of the grievance committee may appeal to the Executive Board and/or membership for further consideration.

No member shall withdraw a written grievance while it is being processed without permission or recommendations of the grievance committee.

Labour/Management Committee shall:

- consist of the President, Chief Shop Steward, and two other members from other areas within the school system
- report on their meetings to the general membership

Negotiating Committee shall:

- be a special ad hoc committee, consisting of six (6) members; three (3) appointed (to include President, Vice-President, and Chief Shop Steward); three (3) elected
- bargain in good faith, acting upon directives by the Local's membership
- tender progress reports at the Local's regular meetings and call for special meetings, should the need arise
- at the conclusion of negotiations, the committee shall present its report to a Special Membership Meeting and call for a ratification vote
- automatically disband on signing the new agreement

The CUPE representative assigned to the Local shall be a non-voting member of the committee.

All members of the Negotiating Committee who are required to negotiate during lay-off periods, shall receive their regular, daily rate of pay.

Hearts and Flowers Committee:

- is to be informed by the membership of any lengthy illness, bereavement, births, weddings, retirements, long service, or any other occasion that should be recognized in a suitable manner

COMMITTEES, DELEGATES, AND THEIR DUTIES

- as delegated by the Executive Board

EXECUTIVE OUT-OF-POCKET EXPENSES

- reimbursement for monthly executive out-of-pocket expenses shall be as follows and comply with treasurer's recommendations:

President	\$160	Membership Secretary	\$130
Vice-President	\$130	Chief Shop Steward	\$150
Recording Secretary	\$130	Members-At-Large (Sept. to June)	\$ 50
Treasurer	\$130	Newsletter Committee to share	\$ 50
Past President	\$160		

INITIATION FEES AND DUES

- initiation fee is \$1.00
- dues shall be not less than the percentage assessed by the National Executive of CUPE
- minimum dues shall be \$4.75
- dues may be changed by Notice of Motion

VOTING OF FUNDS

- except for ordinary expenses and bills, no sum over \$50.00 shall be voted for the purpose of a grant or contribution to a member of any cause outside of CUPE, except by motion at a general meeting
- a simple majority shall rule

DELEGATES TO CONVENTIONS

- the President in office at the time of the convention, shall have first preference as the delegate to the convention
- the Executive shall recommend delegates to convention
- those delegates will be affirmed by general membership vote
- any member representing the Local, shall be paid their current rate of pay for all time lost from work
- to cover expenses, each member shall be allotted a maximum of \$50.00 per diem
- travel shall be by the most economical means or as approved by the Treasurer and one other table officer
- delegates attending conventions held out of town shall be reimbursed travel expenses
- delegates to conventions held locally shall not have travel expenses

MEMBERS OF STANDING COMMITTEES, AD-HOC COMMITTEES AT MEETINGS OR SEMINARS, OR ATTENDING UNION EDUCATION PROGRAMS

- any member representing the Local who is attending committees meetings or seminars, shall be paid their current rate of pay for all time lost from work
- members attending union courses held out of town, where meals are included as part of the registration fee, shall be allotted \$25 per diem
- members representing the Local attending out-of-town meetings or educational seminars, shall be paid their current rate of pay for all time lost from work and shall be allotted \$50 per diem (where meals are not provided)

HONORARY LIFE TIME MEMBERSHIP

The Local, in recognition of extraordinary service, dedication and representation of CUPE Local 947, may honour retiring members with a Honorary Lifetime Membership.

- recommendations for honorary memberships will be made by the Executive and voted on at a regular membership meeting;
- Honorary members shall be entitled to attend general membership meetings of the Local with voice but no vote;
- the Local may elect to send honorary members to conventions, however an honorary member shall not be entitled to either voice or vote at conventions of CUPE;
- a retired, honorary member shall be exempt from all dues to the Local and per capita tax to the National Office of CUPE

RULES OF ORDER

All meetings of the Local shall be conducted in accordance with the basic principles of Canadian parliamentary procedure.

1. The President, or in the President's absence the Vice-President, shall take the chair at all regular and special meetings. In the absence of both the President and the Vice-President, the Recording Secretary shall preside as President and in the Recording Secretary's absence, a president *pro tem* shall be chosen by the membership present.
2. The President shall state every question coming before the Local and before allowing debate thereon, and immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, and the Local indicates readiness, the question shall be put. After the President has risen, no member shall be permitted to speak upon the question.
3. A motion to be entertained by the presiding officer must be seconded; both mover and seconder must rise to be recognized by the chair.
4. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment which is a direct negative of the resolution shall be in order.
5. On motion, the regular order of business may be suspended, by a 2/3 vote of those present, to deal with any urgent business.
6. Any member having made a motion can withdraw it with consent of the seconder, but a motion once debated cannot be withdrawn except by a majority vote of those present.
7. When a member wishes to speak on a question, or offers a motion, one must
 - rise in place and identify oneself
 - respectfully address the presiding officer
 - not proceed further until recognized by the chair, except to state that the member rises to a point of order on a question of privilege
8. When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
9. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection of the Local or any member thereof.
10. If a member, while speaking, is called to order, the member shall cease speaking until the point is determined, when, if decided in order, may again proceed.
11. No sectarian (religious) discussion shall be permitted.
12. No member, except the chairperson of a committee, or the mover or seconder of a resolution, shall speak more than five (5) minutes at any one time or more than once on the same question, until all members wishing to speak have had an opportunity to do so, when he/she may be allowed, by permission of the chair, to speak a second time.

13. The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
14. The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, the presiding officer may give a casting vote or refrain from voting, in which case the motion is lost.
15. When a motion is before the Local, no other motion shall be in order except
 - to adjourn
 - 0 to put the previous question
 - 0 to lay on the table
 - to postpone for a definite time
 - to refer
 - 0 to divide or amend, which motions shall have precedence in the order named.
 - The first three of these shall be decided without debate.
16. A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
17. A motion to adjourn is in order except
 - when a member has the floor
 - when members are voting.
18. A motion to adjourn, having been put and lost, shall not be in the order again, if there is further business before the Local, until fifteen (15) minutes have elapsed.
19. After the presiding officer declares the vote on a question (passed or defeated), and before the Local proceeds to another order of business, any member may ask for a division (pro/con). A standing vote shall then be taken and the Recording Secretary shall count same.
20. Other than election of officers (when it is mandatory), secret ballots are to be used at the discretion of the chair, or on motion from the floor.
21. If any member wishes to challenge a decision of the chair, the appeal must be done at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for the challenge. The presiding officer may then state briefly the basis for the decision, following which the presiding officer shall immediately and without debate, put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide, except that in the event of a tie, the chair is sustained.
22. After a question has been decided, any two (2) members who have voted in the majority may at the same or next meeting move reconsideration thereof
23. No member shall enter or leave a meeting:
 - during the reading of the minutes
 - the initiation of new members and installation of officers
 - the taking of a vote
 - without the permission of the presiding officer

24. The Local's business and proceedings of meetings, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.
25. All rules and proceedings of debate not herein provided for shall be as defined in the Constitution of the National CUPE of *Bourinots Rules of Order*.

ORDER OF BUSINESS

1. Call to Order / Roll Call of Officers
2. Initiation of New Members
3. Approval of Minutes of Previous Meeting
4. Treasurer's Report
5. Correspondence
6. Membership Report
7. Safety Report
8. Chief Shop Steward's Report
9. Executive Committee Reports
10. Labour / Management Report
11. Old Business
12. New Business
13. Good of the
 Union
 - Education
14. Other
15. Announcements
16. Adjournment

Any amendments or changes to this Constitution and By-Laws shall be made through Notice-of-Motion and duly passed by a two-thirds (2/3) majority present at that meeting. All such amendments shall be sent to the National President of the Canadian Union of Public Employees for approval.