

COLLECTIVE AGREEMENT

Between

SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY)

and

UNITED STEELWORKERS, LOCAL 1-80, CLC

July 1, 2003 – June 30, 2010

TABLE OF CONTENTS

ARTICLE I - BARGAINING AGENCY	1
SECTION 1	1
SECTION 2	1
SECTION 3	1
SECTION 4	2
ARTICLE II - MANAGEMENT'S RIGHTS	2
SECTION 1	2
SECTION 2	2
ARTICLE III - DEFINITIONS	2
SECTION 1: Regular Employee	2
SECTION 2: Probationary Employee	2
SECTION 3: Casual Employee	2
SECTION 4: Resignations	2
SECTION 5: Retirement	2
SECTION 6: Call-Out	2
SECTION 7: Fiscal Year	2
ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE	3
SECTION 1	3
SECTION 2	3
ARTICLE V - SENIORITY & SEVERANCE	4
SECTION 1	4
SECTION 2	4
SECTION 3	4
SECTION 4	4
ARTICLE VI - JOB POSTING	6
SECTION 1	6
SECTION 2: Temporary Job Posting	6
ARTICLE VII - STATUTORY HOLIDAYS	7
SECTION 1	7
SECTION 2	7
SECTION 3	7
ARTICLE VIII - VACATIONS	7
ARTICLE IX - LEAVES OF ABSENCE	9
SECTION 1: Union, Civic Duty and Government Leave	9
SECTION 2: Bereavement Leave	9
SECTION 3: Jury Duty	9
SECTION 4: Sick Leave and Workers' Compensation	9

SECTION 5: General Leave	10
SECTION 6: Public Office	10
SECTION 7: Maternity Leave	11
SECTION 8: Personal Leave	11
SECTION 9: Charges to Sick Leave	11
ARTICLE X - RETIREMENT, RESIGNATIONS,LAY-OFFS AND TERMINATIONS.....	12
SECTION 1: Retirement.....	12
SECTION 2: Lay-offs and Resignations.....	12
ARTICLE XI - WAGES	12
SECTION 1.....	12
SECTION 2: Shift Differential	13
SECTION 3: Pay Days	13
SECTION 4: Coveralls/Protective Clothing	13
SECTION 5: Chargehand Rate	13
SECTION 6: Tool Insurance.....	13
SECTION 7: Bus Drivers Shift Differential	13
SECTION 8: Apprenticeship Allowances	13
SECTION 9: Pesticide/Herbicide Licenses	13
SECTION 10: First Aid Allowance.....	14
SECTION 11: Training/Retraining.....	14
ARTICLE XII - HOURS OF WORK.....	14
Section 1: Hours of Work/Work Week.....	14
SECTION 2: Shifts.....	14
SECTION 3: Overtime	15
SECTION 4: Banking of Overtime.....	15
SECTION 5: Call-out/Call-Back of Bus Drivers	15
SECTION 6: Overtime Call-out	15
SECTION 7: Part-time Bus Drivers	15
SECTION 8: Mileage	16
SECTION 9: School Busing.....	16
Section 10: Overnight Trips.....	16
SECTION 11.....	16
SECTION 12: In-service Day.....	16
ARTICLE XIII - HEALTH & WELFARE	16
SECTION 1: General Principles	16
SECTION 2: Medical Coverage	17
SECTION 3: Insurance Coverage	17
SECTION 4: Dental Plan.....	17
SECTION 5: Group Disability Plan.....	18
SECTION 6: Payment of Benefits on Leave	18

SECTION 7: Personal Property - Vandalism Insurance.....	18
ARTICLE XIV - SUPERANNUATION	18
ARTICLE XV - SAFETY AND HEALTH	19
SECTION 1: Safety & Health Committee	19
SECTION 2: Medical Examinations	19
SECTION 3: Technological Change.....	19
ARTICLE XVI - JOB DESCRIPTIONS.....	20
ARTICLE XVII - JOB SECURITY.....	20
ARTICLE XVIII - PICKET LINE RECOGNITION	20
ARTICLE XIX - DURATION OF AGREEMENT	21
MEMORANDUM OF AGREEMENT	22
LETTER OF UNDERTAKING	23
LETTER OF UNDERTAKING	24
Re: JOB DESCRIPTIONS.....	24
LETTER OF UNDERTAKING	26
Re: PRE-TRIP/POST-TRIP DUTIES.....	26
LETTER OF UNDERSTANDING	27
RE: REPORTING OF HOLIDAY PAY/ENTITLEMENT	27
MEMORANDUM OF UNDERSTANDING.....	28
Re: Public Education Support Staff Skills Enhancement, Apprenticeship And Workforce Adjustment Committee	28

THIS AGREEMENT entered into the _____ day of, _____, 2006.

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY)
 (Hereinafter called the "Board")

of the first part

AND

UNITED STEELWORKERS, LOCAL 1-80, C.L.C.
 (Hereinafter called the "Union")

of the second part

PREAMBLE:

The purpose of this Agreement is to maintain the harmonious relations so necessary between the Employees and the Board, and to recognize the mutual value of joint discussion and negotiations in all matters of mutual concern.

ARTICLE I - BARGAINING AGENCY

SECTION 1

- (a) The Board recognizes the Union as the sole bargaining agency on behalf of its employees and the Parties hereto have agreed to enter into this agreement as affecting and relating to the staff of the Board (but excluding employees certified by Canadian Union of Public Employees, Local 606, Teachers and confidential employees).
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance procedure as provided in Article III, Section 1 and in the event of failure to reach a satisfactory settlement, it shall be dealt with by arbitration as set forth in Article IV, Section 1.
- (c) Shop Committee Recognition - There shall be established a Shop Committee consisting of not less than three (3) members and not more than seven (7) members with completed probationary periods. The Union will notify the Board, in writing, of the members on the Committee and of changes in the Committee, should any occur.

SECTION 2

All new employees shall, on completion of their probationary period, become members of the Union and maintain membership therein throughout the term of this agreement, as a condition of continued employment. The Union check-off form shall be completed and forwarded to the Union office on completion of the probationary period.

SECTION 3

The Parties hereto agree that should any dispute arise as to the meaning and application of this agreement, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made to settle the same in accordance with the grievance procedure as outlined in Article IV.

SECTION 4

The Board and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing working conditions and adjusting any matters within the confines of this agreement, which come within the scope of collective bargaining between employer and employee.

ARTICLE II - MANAGEMENT'S RIGHTSSECTION 1

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

SECTION 2

The Board shall have the right to select its employees and to discipline or discharge them for proper cause. However, any employee who feels unfairly treated may appeal through the grievance procedure as provided in Article IV.

ARTICLE III - DEFINITIONSSECTION 1: REGULAR EMPLOYEE

An employee who has completed his probationary period and who may or may not have been appointed by the Board in accordance with the provisions of the School Act.

SECTION 2: PROBATIONARY EMPLOYEE

An employee who is serving a probationary period in a position to determine his suitability as a regular employee.

SECTION 3: CASUAL EMPLOYEE

An employee who does not hold a regular job assignment and who may or may not be entitled to benefits under this Agreement, either as a probationary or regular employee.

SECTION 4: RESIGNATIONS

All voluntary terminations of employment prior to reaching retirement age are deemed to be resignations.

SECTION 5: RETIREMENT

Retirement is the termination of employment in conformity with the Superannuation Act.

SECTION 6: CALL-OUT

A call-out occurs only when an employee is brought back to work after having officially completed his duties for the day or the week and has left the job in the normal manner.

SECTION 7: FISCAL YEAR

The fiscal year commences on the 1st day of July and ends on the last day of June the following year.

ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

Any difference arising between the Parties shall be resolved without work stoppage in the following manner:

- (a) the individual employee, with or without his/her Shop Steward (at the employee's option), shall first discuss the matter with his/her immediate supervisor within fourteen (14) days of the occurrence of the alleged grievance. If the matter is not resolved within five (5) days, then;
- (b) the individual employee, with or without his/her Shop Steward (at the employee's option), shall then discuss the matter with his/her Department Head. If the matter is not resolved within fourteen (14) days, then;
- (c) the matter having been investigated by the Grievance Committee, it shall be submitted in writing to and discussed with the Department Head by the Grievance Committee. Should the matter not be resolved within fourteen (14) days, then;
- (d) the matter shall be referred to, and discussed between, the Local Union and the appropriate Committee of the Board. Should the matter not be resolved within fourteen (14) days, then;
- (e) (i) the matter shall be referred to a Board of Arbitration of three (3) members. One (1) member shall be appointed by the Board and one (1) by the Union. The third member, who shall be Chairman of the Arbitration Board, shall be appointed by the two (2) members appointed by the Parties. Should the Parties' appointees be unable to agree on a Chairman within ten (10) days of the appointment of the member last appointed, then the Chairman shall be appointed by the Minister of Labour of the Province of British Columbia. The majority decision of the Board of Arbitration shall be final and binding upon the Board, the Union and the Employee(s) concerned. Each party shall pay the expenses of their appointee and one-half of the expenses of the Chairman. The provisions of the Arbitration Act to apply.

(ii) Notwithstanding the provisions of Section (d)(i) above, the Parties by mutual agreement may appoint a single Arbiter. Each party shall be responsible for one-half of the expenses of the Arbiter.
- (f) Should the Board of Arbitration find that an employee has been suspended or dismissed for other than cause, the Board of Arbitration may direct the Board to reinstate the employee and pay to the employee a sum equal to the wage or salary lost by such suspension or discharge, or such lesser sum as in the opinion of the Arbitration Board is fair and reasonable. Provided always that any order the Board of Arbitration may make is made with due regard to the terms of the Agreement, and that any order relative to lost wages shall be less any wages or salary earned by an employee during a period of suspension or dismissal.

SECTION 2

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

ARTICLE V - SENIORITY & SEVERANCE

SECTION 1

Seniority, retroactive to the initial date of employment, shall be established following forty (40) working days of service as a probationary employee, within the six (6) month period immediately following the date of entering employment. During the forty (40) working days of the probationary period an employee may be transferred, laid-off, or terminated without such action becoming a matter subject to the grievance procedure, except as provided under the provisions of the Provincial Labour Code.

SECTION 2

In the lay-off, demotion or promotion of regular employees, competency shall be the primary consideration. Where these are equal, seniority or years of continuous service with the Board shall be the determining factor.

- (a) All lateral transfers or reclassifications into a position previously held by a regular employee shall be made on the basis of the first ten (10) work days being a trial period. If at the end of the trial period the employee does not prove satisfactory in the position then he/she shall return to his/her last held position. An employee on his or her own volition may return to the last held position within ten (10) working days of commencement of the new assignment. Posting for the previously held position shall be delayed for the trial period (ten [10] work days). The previously held position will be filled for the trial period by a senior casual employee.
- (b) All promotions or reclassifications into a position not previously held by a regular employee shall be made on the basis of the first forty (40) work days being a probationary period. If at the end of the probationary period the employee does not prove satisfactory in the position then he/she shall return to his/her last held position. An employee on his or her own volition may return to the last held position within forty (40) working days of commencement of the new assignment. Posting for the last held position shall be delayed for the probationary period (forty [40] work days). The last held position will be filled for the probationary period by a regular employee holding an assignment of less hours than the vacancy or by a senior casual employee. If filled by a regular employee then the subsequent vacancy will be filled by a senior casual employee.

SECTION 3

Bus Drivers' probations shall be served only between September 1st and June 30th. Any unfinished probationary periods as of June 30 will carry over to September 1st next. Should a bus driving vacancy occur after May 15th, postings will be deferred until September, with the position being filled by a casual employee wherever possible.

SECTION 4

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

Prior to any lay-offs, or reduction in hours of work, of regular employees, the Board will consult with the Union through the Negotiation Committee. Consultation may include examination of options other than lay-off or reduction in hours of work, upon which the Board and the Union may reach agreement.

In the event of a reduction of the working force, providing other qualifications are equal, the last person hired shall be the first released.

- (a) It is agreed that seniority during lay-offs shall be retained on the following basis.
 - (i) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.

(ii) Employees with one or more years service shall retain their seniority for one (1) year plus one additional month for each year's service up to an additional six (6) months.

(iii) Notwithstanding the foregoing, during reduction of forces an employee may elect whether or not to apply his seniority to obtaining an equal or lower paid position, or accept lay-off until his regular position becomes available. When an employee uses his seniority to take a lower paid position he will take the position held by the junior person in that category, considering hours of work and length of shift which the application of his seniority allows. However, if during the lay-off period the employee wishes to return to work and so notifies the Board, in writing, he shall be called back to work as his seniority entitles him to a job. Where the application of this section results in the displacement of a junior employee a minimum notice of fifteen (15) working days will apply.

(b) Notice of Termination

When an employee is terminated, except for cause:

- (i) two weeks' notice shall be given prior to the effective date of lay-off;
 - (ii) one additional week's notice shall be given for each subsequent completed year of employment up to a maximum of eight (8) weeks' notice;
 - (iii) the period of notice shall not coincide with an employee's annual vacation;
 - (iv) an employee who has been given notice of termination will be paid severance pay as follows:
 - employees with less than three (3) years of service - two (2) weeks' severance pay;
 - employees with three (3) or more years of service - one (1) additional week's severance pay for each completed year of service to a maximum of eight (8) weeks' severance pay;
 - (v) severance pay will only be paid following expiration of seniority as outlined in Article V - Seniority & Severance, Section 4;
 - (vi) an employee who has been given notice of termination may elect severance pay in lieu of the right to seniority and recall as outlined in Article V, section 4.
- (c) It shall be the Board's responsibility to maintain an address file on its employees and it shall be the employee's responsibility to notify the Board in writing of any change of address.

ARTICLE VI - JOB POSTING

SECTION 1

- (a) If a vacancy occurs in a permanent position, or a new position is created which will come within the bargaining unit, such vacancy or job shall be posted for a minimum of seven (7) calendar days. The posting places will be the Maintenance Shop, the Bus Garage, and all schools, with two copies being given to the Union representative.

The posting of vacancies for Bus Drivers shall be done by route number and length of time to complete the job. This system will parallel the current postings procedures undertaken when posting janitorial positions.

- (b) Where a vacancy of a two (2) week minimum occurs which is caused by an employee's planned absence due to an illness, vacation or other authorized leave of absence, with appropriate notice of at least ten (10) working days, such job shall be posted as a temporary vacancy and shall be filled by the application of (a) above. It is understood that only the original vacancy will be posted.
- (c) When a person is required to be hired to fill a vacancy created by unplanned illness or injury of a regular employee, or to fill a specific unforeseen or emergent situation for a period of time not to exceed a thirty-day tenure, or for leave of absence as defined in Article IX, excluding persons elected or appointed to full-time union office or elected to civic or government office, it shall not be required to post such vacancies, provided laid-off employees are called back in line with seniority before new employees are hired.
- (d) When a part-time position is increased by two hours or more, the job shall be re-posted.

SECTION 2: TEMPORARY JOB POSTING

- (a) The job posting notice will have the estimated duration of the job and will be clearly defined as "temporary".
- (b) All temporary postings shall be posted and comply with Article V - Seniority in the agreement.
- (c) The meaning of "temporary" will be no job longer than four (4) months in duration. With the exception of position openings resulting from maternity, parental or adoption leaves.
- (d) Any job which has been estimated before the job has started to go longer than four (4) months, with the exceptions as in (c) above, may still be classified as "temporary" only by mutual agreement between the Board and the Union Committee.
- (e) Any job which has been estimated to go longer than four (4) months but is near completion after starting the temporary posting may continue only by mutual agreement between the Board and the Union Committee before the four (4) months have expired.
- (f) Any successful applicant of the temporary job posting will return to the former position at the end of the period stated with no loss of seniority or salary in such former position.
- (g) Persons applying for a temporary job posting agree to remain in that position for the posted duration of the vacancy, unless a regular position is posted involving equal or greater hours of work, or wage rate, than their regular position.
- (h) Casual on-call employees with seniority will be called for positions as required to cover the absence of regular employees. It is agreed that they will remain in the accepted position until the return of the regular employee, or they are successful in a permanent posting, or the position is claimed by an unassigned senior casual employee.

The reassignment of casual employees will be reviewed on a weekly basis, i.e., the commencement of the regular work week.

ARTICLE VII - STATUTORY HOLIDAYS

SECTION 1

No deduction in pay shall be made for any regular employee for any day on which one of the eleven statutory holidays occur, providing the employee reports for work on his/her scheduled work day before and after the holiday, or the employee is absent on approved leave of absence:

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Queen's Birthday | 10. Christmas Day |
| 5. Dominion Day | 11. Boxing Day |
| 6. B.C. Day | |

and other days proclaimed by the Provincial or Federal governments.

SECTION 2

If any of the statutory holidays mentioned in Section 1 occur on a Saturday or Sunday, the employee will be given a holiday on a day of the preceding or the following week, or be paid for that day in addition to his normal salary, or have a day added to his normal vacation period. The decision as to the plan to be followed shall be made by the Board.

SECTION 3

- (a) In the event that July 1st (Canada Day) holiday falls on a Tuesday, Wednesday or Thursday, and where the Board and the Shop Committee mutually agree, the said holiday may be observed on the preceding Monday or following Friday respectively.
- (b) If an agreement pursuant to (a) above has been reached, any employee working on July 1st will be paid at straight-time rates.
- (c) If an agreement is in effect and an employee is required to work on the designated day off, overtime rates will apply.

ARTICLE VIII - VACATIONS

Annual vacations will be granted as follows.

- (a) Regular employees who will not have completed one (1) year of continuous service by July 1st, and casual employees, one and one-quarter (1 1/4) days off for each completed month of service to July 1st, with pay at the rate of six and one-half per cent (6 1/2%) of gross earnings to July 1st. Part-time employees with one (1) to four (4) years' continuous service will receive six and one-half per cent (6 1/2%) of gross earnings to June 30th.
- (b) Regular employees with one (1) or more years of continuous service as of July 1st are entitled to fifteen (15) work days at the employee's regular rate of pay, or six and one-half per cent (6 1/2%) of the total wages, whichever is greater.
- (c) Regular employees with four (4) or more years of continuous service as of July 1st are entitled to sixteen (16) work days at the employee's regular rate of pay, or six and three-quarters per cent (6 3/4%) of the total wages, whichever is greater.

- (d) Regular employees with five (5) or more years of continuous service as of July 1st are entitled to seventeen (17) work days at the employee's regular rate of pay, or seven per cent (7%) of the total wages, whichever is greater.
- (e) Regular employees with six (6) or more years of continuous service as of July 1st are entitled to eighteen (18) work days at the employee's regular rate of pay, or eight per cent (8%) of the total wages, whichever is greater.
- (f) Regular employees with seven (7) or more years of continuous service as of July 1st are entitled to nineteen (19) work days at the employee's regular rate of pay, or eight and one-half per cent (8 1/2%) of the total wages, whichever is greater.
- (g) Regular employees with eight (8) or more years of continuous service as of July 1st are entitled to twenty (20) work days at the employee's regular rate of pay, or eight and one-half per cent (8 1/2%) of total wages, whichever is greater.
- (h) Regular employees with twelve (12) or more years of continuous service as of July 1 are entitled to twenty-one (21) work days at the employee's regular rate of pay, or eight and one-half per cent (8 1/2%) of the total wages, whichever is greater.
- (i) Regular employees with thirteen (13) or more years of continuous service as of July 1 are entitled to twenty-two (22) work days at the employee's regular rate of pay, or eight and one-half per cent (8 1/2%) of the total wages, whichever is greater.
- (j) Regular employees with fourteen (14) or more years of continuous service as of July 1 are entitled to twenty-three (23) work days at the employee's regular rate of pay, or eight and one-half per cent (8 1/2%) of the total wages, whichever is greater.
- (k) Regular employees with fifteen (15) or more years of continuous service as of July 1st are entitled to twenty-five (25) work days at the employee's regular rate of pay, or ten and one-half per cent (10 1/2%) of the total wages, whichever is the greater.
- (l) Regular employees with nineteen (19) or more years of continuous service as of July 1st are entitled to thirty (30) work days at the employee's regular rate of pay, or twelve and one-half per cent (12 1/2%) of the total wages, whichever is the greater.
- (m) Regular employees with thirty (30) or more years of continuous service as of July 1st are entitled to thirty-five (35) work days at the employee's regular rate of pay, or twelve and one-half per cent (12 1/2%) of the total wages, whichever is the greater.
- (n) Where an employee is entitled to twenty (20) or more days vacation, he/she may accumulate for a period of two years, five (5) days of each year's entitlement to be used in the third year. The benefits for such accrual shall be at the rate earned in the year of the deferment.
- (o) Where an employee has served continuously for a period of twenty (20) years he shall become entitled to ten (10) consecutive days long service holiday with pay, in addition to statutory holidays and annual vacation entitlement as described above as a reward for long and faithful service. Such holidays shall be taken within one year of obtaining twenty (20) years' service. This clause shall only be applicable during the twentieth year of service.
- (p) All employees who are entitled to fifteen (15) work days or more, may elect to schedule five (5) days, and employees who are entitled to twenty (20) or more days may elect to schedule ten (10) days during the period of school operation between September 1 and June 30.
- (q) Summer period vacations will be completed not later than the date which allows five (5) working days prior to September school opening. Bus Drivers' vacations during school operations are subject to the availability of licensed replacements. Maintenance and Grounds Staff will be governed by the general rules mentioned above with the following condition: that no more than twenty-five per cent (25%) of any category of the staff will be allowed to be on holiday leave at one time. Groundsmen shall be exempt from vacation entitlement during the period May 15th to June 30th in any year.

- (r) Employees must notify their immediate supervisor, in writing, no later than May 1st of their July 1st to September 30th vacation period preference. Vacation requests for the Christmas holiday period must be made not later than December 1st. For other periods a minimum notice of thirty (30) days is required. Decisions as to when individual vacations shall be taken will rest with the Board in line with the seniority of the individuals concerned. All earned vacations must be taken.
- (s) Vacation time shall not be cumulative from year to year. Vacation time shall not be taken back to back.
- (t) The vacation year will be from July 1st to June 30th.

ARTICLE IX - LEAVES OF ABSENCE

SECTION 1: UNION, CIVIC DUTY AND GOVERNMENT LEAVE

Leave of absence with pay will be granted to not more than four elected representatives of the Union if it becomes necessary to transact business other than negotiations with the Board during working hours. This leave of absence must be obtained from the appropriate Department Head. Leave of absence without pay will be granted to employees who are appointed or elected to union office for a period up to and including one (1) year. Further absence may be granted by mutual consent. This applies to continuous periods exceeding one (1) calendar month. Intermittent or casual absences shall not exceed thirty (30) working days per employee in any year. Employees elected to federal, provincial or civic office shall be granted as much leave as is necessary during the term of such office, without pay.

In order for the Board to replace the employee with a competent substitute, it is agreed that before the employee receives his leave of absence as set forth above, the Board will be given due notice in writing; in the case of periods of and exceeding one (1) calendar month, twenty (20) calendar days notice, and in the case of casual absences, five (5) calendar days notice.

SECTION 2: BEREAVEMENT LEAVE

Regular employees may be granted up to three (3) days leave of absence with pay in the event of a death in their immediate family. Immediate family is defined as spouse, children, parents of employee, parents of spouse, brothers, sisters, brothers-in-law, sisters-in-law, natural grandparents, step-parents, step-children and grandchildren. Upon application and review of the circumstances, the Board may approve, with or without pay, additional time off as required.

SECTION 3: JURY DUTY

Any employee who is subpoenaed for jury duty or called upon to act as a Crown or Coroner's Witness or on a Coroner's Jury shall continue to receive full pay while so engaged, providing the employee turns over to the Board the pay considered to be wages exclusive of expenses for the Jury or Witness duty on the days he/she would normally be working.

SECTION 4: SICK LEAVE AND WORKERS' COMPENSATION

- (a) After completion of three (3) months continuous employment all employees shall be entitled to sick leave accumulative at the rate of the employee's scheduled daily hours worked multiplied by .6923 for each pay period worked. One day's sick leave shall be equal to an employee's regular rate.
- (b) Sick leave with pay will only be granted because of sickness or health reasons. An employee may be required to provide proof of sickness or other appointment necessitating sick leave. Employees absent on sick leave in excess of ten (10) working days shall provide an acceptable medical certificate upon return to work that the employee is fit and able to return to work.

Work stoppage as a result of a labour dispute shall not in any way be considered as sick leave. Employees will notify the Board as soon as possible if they are to be absent from duty for sickness or health reasons, and are expected to give the Board reasonable notice of their anticipated return to work.

- (c) In cases of unexpected illness or injury to an employee's immediate family, time off without loss of pay will be allowed to attend to family welfare. Leave granted to persons under this section shall be limited to one (1) day for each situation which will be a deduction to the employee's accumulated sick leave. The Board reserves the right to request a medical report or certificate regarding the family member's situation which necessitated the employee's leave of absence. Immediate family is defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law and step-children.
- (d) Information regarding the number of sick leave credits accrued will be provided on the employee's pay stub.
- (e) In the event of death of an employee before retirement, all accrued sick leave shall be paid to the estate.
- (f) All sick leave credits are cancelled upon termination of employment by employee resignation or for reasons of misconduct.

SECTION 5: GENERAL LEAVE

- (a) No leave of absence will be granted to any employee for the sole purpose of his or her taking paid employment in some other industry, but this section does not apply to lay-offs.
- (b) By mutual consent, extended leave of absence may be granted, without pay, to employees for compassionate, educational or training purposes or for reasons that normal vacation periods cannot adequately cover.
- (c) Periods of leaves of absence and/or sick leave without pay to an accumulative total in excess of twenty (20) working days in any one fiscal year shall not count in the accumulation of benefits (e.g., sick leave, vacations, superannuation).
- (d) The Board shall be required to notify the Shop Committee in respect of any leave approved in excess of ten (10) days under this section.
- (e) All applications for leave under the provisions of this section must contain disclosure of reasons for the leave.
- (f) When an extended leave has been granted in excess of four (4) months, after the elapse of four (4) months no further seniority credit will accrue until the employee has returned to work. This provision will not apply to employees on absence for reasons of sickness or injury.
- (g) An employee returning to work from an extended leave (unpaid sick leave or leave without pay) shall have the option, in accordance with his/her seniority, of either:
 - (i) returning to the position held at the commencement of the leave; or
 - (ii) returning to the junior regular position of agreed comparable hours and shift.

SECTION 6: PUBLIC OFFICE

- (a) The Board will grant leave of absence without pay for campaign purposes to candidates for federal, provincial or municipal elective public office for periods up to and including eight (8) weeks, provided the Board is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.

- (b) Employees elected or appointed to federal, provincial or municipal office shall be granted as much leave of absence without pay as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Board reasonable notice for absence from work for conducting municipal business.
- (c) The employee who obtains this leave of absence without pay shall return to his/her regular job within thirty (30) calendar days after completion of public office.

SECTION 7: MATERNITY LEAVE

Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy purposes for a maximum of six (6) months. The employee returning to work after maternity leave shall provide the Board with at least two (2) weeks written notice. On return from maternity leave, the employee will be placed in her former position.

Maternity leave without pay shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

Early Return

In the case of terminated pregnancy or death of the child, a written application for return to duty prior to the final date of leave may be submitted to the Board. In such cases, return to work will be dependent upon a vacancy being available for the person's replacement for the balance of the approved leave period. The Board will make every reasonable effort to return the employee to her former position at the earliest possible time.

Birth Leave

In instances where a male employee wishes to attend the birth of his child, one (1) day's leave with pay will be granted for this purpose as a charge against his sick leave credit.

Adoption Leave

Leave up to three (3) days with pay may be granted to an employee for mandatory interviews and/or traveling time to receive a child. This leave will be a charge against the employee's sick leave credit. In the case of adoption, extended parenthood leave shall be granted on written request, as per the provisions governing the granting of maternity leave.

SECTION 8: PERSONAL LEAVE

Any employee may be granted, without pay, to a maximum of five (5) days in any fiscal year, personal leave. Granting of leave under this section will be subject to the proviso that a qualified substitute employee is available, if required.

SECTION 9: CHARGES TO SICK LEAVE

Employees shall be able to charge only six (6) days per fiscal year to their sick leave credit for absences covered in Article IX, Sections 4(c), and section 7 (birth leave), 7 (adoption leave).

ARTICLE X - RETIREMENT, RESIGNATIONS, LAY-OFFS AND TERMINATIONS

SECTION 1: RETIREMENT

- (a) An employee having completed more than five (5) years but less than ten (10) years' service with the Board and retiring in conformity with the Superannuation Act shall receive upon retirement:
- (i) payout of all accrued sick leave to a maximum of one hundred twenty (120) days;
 - (ii) a bonus of one (1) month's salary.
- (b) An employee having completed ten (10) years or more service with the Board and retiring in conformity with the Superannuation Act shall receive upon retirement:
- (i) payout of all accrued sick leave;
 - (ii) a bonus of one (1) month's salary.
- (c) In the case of termination of employment by the Board for reasons other than that of misconduct, accrued sick leave will be paid.

SECTION 2: LAY-OFFS AND RESIGNATIONS

Except in the case of dismissal for proper cause, the Board when terminating the employment of an employee shall give one month's notice, and any such employee may resign on giving to the Board one month's notice. This clause shall not apply to casual or to temporary lay-off.

ARTICLE XI - WAGES

SECTION 1

Employees shall be paid salaries or wages in accordance with the Wage Supplement No. 1 attached hereto. The salary of any new position or wage of any new position, created within the life of this agreement shall be established to the mutual agreement of the Board and the Union and will only be recognized when confirmed by an exchange by both parties in writing.

WAGE SUPPLEMENT NO. 1

Steelworkers Wage Grid						
		June 30/06	July 1/06	July 1/07	July 1/08	July 1,09
1	Student Casual	16.76	17.10	17.44	17.79	18.14
2	Labourer	19.98	20.38	20.79	21.10	21.63
3.	Custodian	19.98	29,38	20.79	21.20	21.63
4	Custodian Engineer	20.39	20.80	21.21	21.64	22.07
5	Maintenance Person	22.02	22.46	22.91	23.37	23.84
6	Grounds	22.02	22.46	22.91	23.37	23.84
7	Engineer	21.13	22.57	23.02	23.48	23.95
8	Equipment Operator	22.14	22.58	23.03	23.50	23.97
9	Bus Driver	22.14	22.58	23.03	23.50	23.97
10	Gardener	23.51	23.98	24.46	24.95	25.45
11	Maint Utility II	23.59	24.06	24.54	25.03	25.53
12	Painter-Certified	24.99	25.49	26.00	26.52	27.05
13	Journeyman-Certified	25.58	26.09	26.61	27.15	27.69
	(incl Plumber/Gas fitter, Heating Mechanic, Electrician, Carpenter, Mechanic)					

SECTION 2: SHIFT DIFFERENTIAL

- (a) Employees working afternoon shift shall be paid additional remuneration in the amount of thirty cents (\$.30) per hour.
- (b) Employees working graveyard shift shall be paid additional remuneration in the amount of thirty-seven cents (\$.37) per hour.

SECTION 3: PAY DAYS

Pay days shall be on a bi-weekly basis (i.e., every other Friday). Payment shall be by direct bank transfer to the financial institution of the employee's choice.

SECTION 4: COVERALLS/PROTECTIVE CLOTHING

Coveralls will be supplied by the Board for all dual category jobs, and to employees temporarily assigned to extra dirty jobs. Also, rubber gloves and rubber over boots will be provided for bus washing. Coveralls provided will be maintained on a weekly basis for Bus Driver Mechanics and Front-end men, by the Board. All other applicable categories will maintain their own. "Extra dirty jobs" would include re-roofing and roof repair, sewerage work, interior tank clean-out, and other work established by agreement.

SECTION 5: CHARGEHAND RATE

Chargehands shall be paid additional remuneration in the amount of forty-five cents (45 cents) per hour.

SECTION 6: TOOL INSURANCE

Coverage for those employees required to provide their own tools and equipment will be "open ended" with coverage to the total of the statement of value filed and will be provided with fifty dollars (\$50.00) deductible.

SECTION 7: BUS DRIVERS SHIFT DIFFERENTIAL

- (a) Shift differential shall be paid to all Bus Drivers when driving outside day shift hours, as defined in this agreement.
- (b) Employees coming under the categories of Bus Driver Front End and Bus Driver Utility and who regularly drive in excess of four (4) hours during their normal working hours shall receive an additional increment of twelve and one-half cents (12 1/2 cents) per hour with the exception of the summer vacation period.
- (c) Employees involved in the "Driver Trainer" or "Pupil Bus Safety Program" will receive an additional increment of forty cents (40 cents) per hour in addition to their regular rate of pay. This premium shall be applicable and payable only during the hours assigned to the program.

SECTION 8: APPRENTICESHIP ALLOWANCES

Apprentices attending required trade classes shall continue to receive regular pay at the rate provided. Any allowances, other than living and/or travel, received by the employee shall be reimbursed to the Board.

SECTION 9: PESTICIDE/HERBICIDE LICENSES

All employees required by the Board to obtain or renew the necessary licenses will be reimbursed for any wages lost and expenses incurred in successfully obtaining the permit.

SECTION 10: FIRST AID ALLOWANCE

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

- (a) Holding a SOFA First Aid Certificate - twenty-five cents (\$.25) per hour.
- (b) Holding an Industrial First Aid Certificate (Level Two or equivalent) - fifty cents (\$.50) per hour.
- (c) Holding an Industrial First Aid Certificate (Level Three or equivalent) - eighty-five cents (\$.85) per hour

SECTION 11: TRAINING/RETRAINING

When new or additional skills are required as a result of mandated/legislated change, such training as required shall be provided at the expense of the Board. (e.g., Propane fueling, Driver certification.)

ARTICLE XII - HOURS OF WORKSECTION 1: HOURS OF WORK/WORK WEEK

- (a) The normal work day and work week for employees covered by this agreement will be eight (8) hours per day or forty (40) hours per week, exclusive of meal times.
- (b) Hours of work for Janitors on afternoon shift and night shift will be eight (8) hours per day or forty (40) hours per week, inclusive of meal times.
- (c) Employees may only report for work at their regular starting time and may not commence work later, unless pre-authorized to do so by their supervisor.
- (d) When a bus is outside the School District on an approved one day trip all time spent on that run shall be deemed hours worked, including lunch breaks. This clause shall only be applicable during the recognized day shift hours.
- (e) Extra Hours Worked
 - (i) All extra hours worked, (not including overtime), over and above regular posted hours, shall be shared equally amongst all regular bus drivers during each school year. The equalization of extra hours will not apply to those drivers working on a relief basis or mechanics except on an emergency basis.
 - (ii) A list of all participating drivers and their extra hours will be posted and updated monthly.

It is understood that drivers with regularly scheduled mid-day runs (e.g. Kindergarten/Special Needs) may not have equal access to extra hours.

SECTION 2: SHIFTS

Day shift shall be defined as eight (8) hours of work scheduled between the hours of six (6:00) a.m. and five-thirty (5:30) p.m. Afternoon shift shall be defined as eight (8) hours of work scheduled between the hours of two-thirty (2:30) p.m. and one (1:00) a.m. Night shift shall be defined as eight (8) hours of work scheduled between the hours of eleven (11:00) p.m. and nine (9:00) a.m.

SECTION 3: OVERTIME

- (a) Authorized time worked in excess of eight (8) hours per day or forty (40) hours per week will be paid for at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.
- (b) Overtime in excess of two (2) hours in any one day will be paid at double the employee's regular rate of pay, Monday to Saturday inclusive.
- (c) All Sunday work and statutory holidays will be paid at double the employee's regular rate of pay. The Board agrees to keep Saturday or Sunday work to a minimum. The Board agrees to give whatever advance notice is possible whenever overtime is required.

SECTION 4: BANKING OF OVERTIME

- (a) All overtime hours are to be paid either in banked time-off or wages, at the employee's option. The decision to receive banked overtime or wages should be made by the employee at the time overtime hours are worked.
- (b) Banked time off to be mutually agreed upon between the Board and the employee.
- (c) Banked overtime accumulated credits are available on request from the Maintenance Office.
- (d) All banked overtime must be taken before December 31st of each year. Banked overtime cannot extend into the second year unless mutually agreed upon between the Board and the employee. Wages for banked overtime not taken before December 31st will be paid on the first pay period in January.

SECTION 5: CALL-OUT/CALL-BACK OF BUS DRIVERS

- (a) An employee who reports for work and on reporting finds no work available due to reasons beyond his or her control shall be entitled to two (2) hours at the usual rate. This shall not apply if the Board gives sufficient notice cancelling said call.
- (b) In the event that an employee commences work on his normal shift and the operation closes prior to the completion of two (2) hours work, the employee shall receive four (4) hours pay.
- (c) Any extra time worked apart from regular scheduled runs and posted times shall be deemed to be of a minimum of one (1) hour in duration notwithstanding any other contract conditions and overtime.

SECTION 6: OVERTIME CALL-OUT

Wherever possible all overtime will be allocated on a rotating basis in each section of the Board's operations or plant. Employees called out on overtime shall receive a minimum of two (2) hours at the current overtime rate.

SECTION 7: PART-TIME BUS DRIVERS

- (a) Part-time Bus Drivers will be guaranteed a minimum of four (4) hours per day, five (5) days per week, for ten (10) months in each calendar year. Notwithstanding the above, part-time employees shall exercise their seniority as per Article V, provided, however, that regular job incumbents are not displaced.
- (b) The Transportation Supervisor, with the voluntary cooperation of the individual employees, may utilize on an accrued basis, the time differential on a daily basis between the employees pre-determined route time and their guaranteed minimum daily rate, as provided by their posting. The utilization of this time may be used on a weekly schedule.

SECTION 8: MILEAGE

The Board agrees to provide transportation for employees who are required to travel from the Maintenance Office, plant, shop or Bus Garage to work. This section is intended to apply only to those who report for work at these named places and then have to travel to other parts, either inside or outside of the area of School District No. 79 and providing the work involving the extra mileage has been directed by the appropriate Department Head or his delegate. Employees using their own vehicles will be paid at the rate established by Board policy, and shall be at the rate equal to that provided by the Board for the reimbursement of all categories for whom reimbursement is made.

SECTION 9: SCHOOL BUSING

Where Board provided funds are used to finance busing, the Board will first use USW. District Bus Drivers and District-owned buses, when available. When vehicles are rented with Board approved funds, School District USW. drivers will be given first opportunity to drive these vehicles.

SECTION 10: OVERNIGHT TRIPS

Where it is necessary for a bus to be used to take students out of the District to a destination where a return the same day would be impractical, these trips shall be allotted on the following basis:

- (a) The trip is to be first offered to the senior part-time driver, and to the other part-time drivers in order of seniority. Where all of the part-time drivers refuse the extra trip, it shall then be offered to any full-time driver.
- (b) (i) The pay for such trips shall be on the following basis: on the first day of the trip, the driver is to be paid straight time for all hours up to eight (8) hours per day; and for all hours worked in excess of eight (8) hours, payment as per Article XII, Section 3 of the current agreement. This would apply to all days required to arrive at the destination.
 - (ii) For the period of time spent at the destination, the driver is to be guaranteed eight (8) hours pay per day.
- (c) On the return trip, the same formula used in (b)(i) would apply.

SECTION 11

Part-time employees may, by request, have their hours compacted during school vacation periods. Application for work hours compaction must be made at least thirty (30) days prior to the start of the vacation period.

SECTION 12: IN-SERVICE DAY

The Board agrees to provide one (1) paid professional in-service day of all USW employees. It is understood by the parties that the day for each USW group (Custodians, Maintenance and Bus Drivers) need not coincide with other professional development day programs being offered in the District.

ARTICLE XIII - HEALTH & WELFARESECTION 1: GENERAL PRINCIPLES

- (a) Participation in the plans is to be a condition of employment.
- (b) Eligible employees shall include casual employees who have completed their probationary periods.
- (c) Any new employees who have not had previous coverage will be eligible for benefits from the first day of the month following the month employment started.

- (d) Coverage during layoff will be provided as follows:
- (i) Employees with one (1) or more years' seniority - six (6) months.
 - (ii) Employees with more than four (4) months but less than one (1) year's seniority - three (3) months.
- (e) The Union and its members recognize and agree that the Board's obligation and liability with regard to providing the benefit and insurance coverages agreed to herein is in all events limited to arranging the underwriting of coverages by insurers and to the internal procedural administration of the plans. The Board cannot be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by the insurers.

SECTION 2: MEDICAL COVERAGE

- (a) Eligible employees shall be covered by a Medical Services contract made to the Board by the Medical Services Plan of British Columbia.
- (b) An Extended Health Benefit Plan coverage shall include the protected person's portion of the hospital co-insurance fee. The maximum claim per person covered shall be twenty-five thousand dollars (\$25,000) in any 24-month period.
- (c) A Vision Care Option shall be maintained. Effective July 1, 1995 the plan shall provide a benefit of one hundred fifty (\$150.00) per person enrolled in the plan in any twenty-four (24) consecutive month period for the purchase of lenses and frames or contact lenses when presented by a person legally qualified to issue such prescriptions.
- (d) The premiums for all the above plans will be borne one hundred per cent (100%) by the Board.

SECTION 3: INSURANCE COVERAGE

- (a) (i) Group Life Insurance for each qualified employee in the amount of forty-five thousand dollars (\$45,000).
- (ii) Accidental Death and Dismemberment Insurance in the amount of forty-five thousand dollars (\$45,000).
- (iii) Premiums shall be borne one hundred per cent (100%) by the Board.

SECTION 4: DENTAL PLAN

- (a) A dental plan will be provided based on the following general principles:
 - (i) Basic dental services (Plan A) - plan pays eighty per cent (80%) of approved schedule of fees.
 - (ii) Prosthetics, crowns, bridges (Plan B) - plan pays fifty per cent (50%) of approved schedule of fees.
 - (iii) Orthodontic (Plan C) - plan pays fifty per cent (50%) of approved schedule of fees (lifetime maximum of two thousand dollars (\$2,000)).
 - (iv) The premium cost shall be borne one hundred per cent (100%) by the Board.

SECTION 5: GROUP DISABILITY PLAN

Effective July 1, 1995 all employees holding a regularly posted position and working twenty (20) or more hour each week may enroll in the Weekly Indemnity Plan.

- (a) The amount of benefit will be sixty-six and two thirds per cent (66 2/3%) of the employee's weekly salary to a maximum benefit of three hundred and fifty dollars (\$350) per week.
- (b) The weekly income benefit shall be payable from the sixtieth (60th) day of illness or accident, to a maximum of fifty-two (52) weeks.
- (c) Premium cost will be shared sixty-five per cent (65%) by the Board and thirty-five per cent (35%) by the employee.
- (d) The Group Plan is a joint program between USW. Local 1-80 and School District No. 79 (Cowichan Valley) and School District No. 66 (Lake Cowichan).

SECTION 6: PAYMENT OF BENEFITS ON LEAVE

Where an employee is on an approved leave of absence

Where an employee is on approved leave of absence for reasons of sickness, disability, workers' compensation, maternity, or adoption, whether or not the employee is receiving pay or sick benefits during such leaves, the Board will continue to pay its share of the cost of welfare benefit programs in which the employee is enrolled for a period of eighteen (18) months from the date of commencement of the leave, provided however that the employee continues to pay his/her share of the cost of such welfare benefit programs.

any employee on any approved leave other than as set out in (a) above, or when the provisions of section (a) above expire, may continue to be enrolled in all eligible welfare benefit plans to the extent permitted by such plans provided the employee pays the total cost of the premiums for such welfare benefit plans.

Payment by the employee for the welfare benefit plans referred to in sections (a) and (b) above shall be by monthly post-dated cheques payable to the Board provided in advance to the Board.

SECTION 7: PERSONAL PROPERTY - VANDALISM INSURANCE

- (a) The Board shall reimburse employees who, in the course of rendering official Board services, suffer a loss arising from theft, fire, or malicious damage to the employee's vehicle while parked on School District property.
- (b) The amount of this reimbursement shall not exceed one hundred dollars (\$100.00)
- (c) Employees who are required to use their vehicle to transport equipment on approved School District activities or business and damage to the vehicle is incurred by means other than collision, the Board shall reimburse the employee to the value of the comprehensive deductible on the vehicle.

ARTICLE XIV - SUPERANNUATION

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

ARTICLE XV - SAFETY AND HEALTH

SECTION 1: SAFETY & HEALTH COMMITTEE

A Safety & Health Committee will consist of ten (10) members; four (4) representatives from the Board; three (3) representatives from the USW; one (1) representative from the Canadian Union of Public Employees (C.U.P.E.); one (1) representative from the Cowichan District Teachers' Association (C.D.T.A.); and one (1) representative from Cowichan Principals' & Vice-Principals' Association.

SECTION 2: MEDICAL EXAMINATIONS

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

SECTION 3: TECHNOLOGICAL CHANGE

For the purpose of this agreement the term "Technological change" shall refer to introduction of equipment and its related material or process.

The process to be followed where the Board intends to introduce equipment and its related material or processes which affect the terms and conditions or security of employment of the members of the Union covered by this agreement shall be as follows.

- (a) Notice of intent to introduce technological change shall be given by the Board to the Union at least ninety (90) days prior to the date on which the Board proposes to introduce the technological change.
- (b) When such notice is given, the Board agrees to discuss the matter with the Union.
- (c) The notice of intent to introduce technological change shall contain:
 - the nature and effective date of the change;
 - the approximate number, type and location of Union members affected by the change; and
 - the anticipated effects the change may have on Union members.

The Board shall update this information as new developments arise and modifications are made.

- (d) Once notice of technological change has been given pursuant to (a) above and prior to implementation of the change the Board will determine, in consultation with the Union, the options for the employees affected by the change. The options will include but not be limited to retraining, transfer or severance.
- (e) An employee who is displaced from his/her job as a result of technological change shall be given an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform.
- (f) If there is no vacancy he/she shall have the right to displace employees with less seniority, provided he/she is able to perform the job.
- (g) An employee who, because of technological change, is placed in a lower paid position will receive the rate of his/her regular job at the time of displacement for a period of six (6) months, and for a further period of six (6) months he/she will be paid an adjusted rate which will be midway between the rate of

his/her regular job at the time of displacement and the rate of his/her new regular job. At the end of this twelve (12) month period, the rate of his/her new regular job will apply.

- (h) If the severance option is given then payment will be in accordance with the provisions of Article V, Section 4(b)(iv) of this agreement.
- (i) When the parties are unable to resolve a dispute arising from the intended technological change, the matter is grievable under Article IV, Section 1(d)(i) of this agreement.
- (j) The Board agrees to participate in programs of training, or retraining, for those employees whose jobs are changed as a result of technological change.

ARTICLE XVI - JOB DESCRIPTIONS

The parties agree to a Letter of Understanding to prepare job descriptions for all positions within the bargaining unit.

The parties agree that the preparation of the job descriptions shall commence following the conclusion of the negotiations period and every effort will be made to conclude the project by June 30th.

ARTICLE XVII - JOB SECURITY

Contractors or sub-contractors shall not be used to displace or replace present employees that would result in loss of wages or lay-off, or cause delay in recall of an employee.

ARTICLE XVIII - PICKET LINE RECOGNITION

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

ARTICLE XIX - DURATION OF AGREEMENT

This agreement shall be effective as from the first day of July 2006 and shall remain in force and be binding upon the parties until the 30th day of June 2010 and from year to year thereafter unless terminated by either party by written notice served in accordance with the Statutes of British Columbia. The notice required herein shall be validly and sufficiently served to the Secretary-Treasurer of the party of the First Part, or the Financial Secretary of the Party of the Second Part. If no agreement is reached at the expiration of this agreement and negotiations are continued, the agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either party.

IN WITNESS WHEREOF the Parties have caused this agreement to be executed this _____ day of _____, 2006, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

SIGNED FOR THE BOARD OF SCHOOL
TRUSTEES, SCHOOL DISTRICT NO. 79

SIGNED FOR UNITED
STEELWORKERS, LOCAL 1-80 CLC

Chair

Business Agent

Secretary-Treasurer

Plant Chair

MEMORANDUM OF AGREEMENT

Between:

**The Board of School Trustees
School District No. 79 (Cowichan Valley)**

And:

United Steelworkers, Local 1-80, C.L.C.

The Parties Agree that:

With the exception of the following general wage increase, the present terms and conditions contained in the current agreement between the Board of School Trustees, School District #79 (Cowichan Valley) and the Industrial Wood and Allied Workers of Canada Local 1-80 (expiring December, 2001) shall be rolled over and continue to apply to this collective agreement.

The duration of the agreement will be for 18 months from January 1, 2002 until June 30, 2003.

An increase of 1% on wages only (not benefits) effective January 1, 2002.

Should the IWA present a benefit plan at no additional cost "to the School District, it will be considered by the Board of School Trustees".

Signed this _____ day of _____, 2006

SIGNED FOR THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO. 79

SIGNED FOR UNITED STEELWORKERS, LOCAL 1-80 CLC

Chair

Business Agent

Secretary-Treasurer

Plant Chair

LETTER OF UNDERTAKING

Between:

**The Board Of School Trustees
School District No. 79 (Cowichan Valley)**

And:

United Steelworkers, Local 1-80, C.L.C.

During the term of this agreement the Board will put in place a Custodian Trainee Program.

The Board and the Union will meet after the program is developed, but prior to implementation, to establish the wage rate, terms and benefits relative to this position.

Signed this _____ day of _____, 2006

SIGNED FOR THE BOARD OF SCHOOL
TRUSTEES, SCHOOL DISTRICT NO. 79

SIGNED FOR UNITED
STEELWORKERS, LOCAL 1-80 CLC

Chair

Business Agent

Secretary-Treasurer

Plant Chair

LETTER OF UNDERTAKING

Between:

**The Board Of School Trustees
School District No. 79 (Cowichan Valley)**

And:

United Steelworkers, Local 1-80,

RE: JOB DESCRIPTIONS

The parties agree to a Letter of Understanding to prepare job descriptions for all positions within the bargaining unit. The descriptions shall be prepared by the Board and presented to and discussed with the Union and shall become the job descriptions for the positions unless the Union presents written objection to any of the descriptions within thirty (30) days of submission. If the objections cannot be resolved the areas of dispute may be submitted to arbitration. Existing categories/classifications within the bargaining unit shall not be eliminated or changed without the prior agreement of the Union.

The parties agree that the preparation of the job descriptions shall commence following the conclusion of the negotiations period and every effort will be made to conclude the project by June 30th.

A Letter of Understanding will be prepared to cover changes in category name pending the completion of the job description project. The letter will specifically address changes of name in the Transportation Department as follows.

Part-time Driver will be renamed Regular Bus Driver. This is the position of a Driver assigned to a regular run of a pre-determined length who may participate in any "extra" hours that are available. The run time may also include a mid-day kindergarten route. The title will apply to a Driver of a "regular bus" or a "bunny bus".

A new category is created entitled Full Time Bus Driver, which shall mean a Driver working a full shift of eight (8) hours per day driving a regular assigned route and may also drive a mid-day kindergarten route or assigned "integration" bus trips. The title will apply to a Driver of a "regular bus" or a "bunny bus". The Driver will be required to undertake other duties as assigned, e.g., cleaning, washing, fabric repair.

The new positions shall be considered for employment purposes as per the provisions of Article XII, Section 7, in that they are classed as ten-month per year employees.

Job Descriptions contd.

The above positions shall be considered for employment purposes as per the provisions of Article XII, Section 7, in that they are classes as ten-month per year employees.

The existing category of Bus Driver Utility is retained under its present terms of reference.

Signed this _____ day of _____, 2006

SIGNED FOR THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO. 79

SIGNED FOR UNITED STEELWORKERS, LOCAL 1-80 CLC

Chair

Business Agent

Secretary-Treasurer

Plant Chair

LETTER OF UNDERTAKING

Between:

**The Board of School Trustees
School District No. 79 (Cowichan Valley)**

And:

United Steelworkers, Local 1-80, C.L.C.

RE: PRE-TRIP/POST-TRIP DUTIES

The Transportation Supervisor will review the time allotments for all pre-trip and post-trip duties as required by the Motor Vehicle Act and the Regulations.

The goal of this review is to ensure that the reconciliation of duties prescribed and the requirements of the Motor Vehicle Act conform to the time allotment of thirty (30) minutes.

Signed this _____ day of _____, 2006

SIGNED FOR THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO. 79

SIGNED FOR UNITED STEELWORKERS, LOCAL 1-80 CLC

Chair

Business Agent

Secretary-Treasurer

Plant Chair

LETTER OF UNDERSTANDING

Between:

**The Board of School Trustees
School District No. 79 (Cowichan Valley)**

And:

United Steelworkers, Local 1-80, C.L.C.

RE: REPORTING OF HOLIDAY PAY/ENTITLEMENT

The Parties agree to undertake a review of the current process of the reporting of vacation pay earned in order to develop a system which will provide employees with statements showing percentage entitlement and regular job rate of pay

Any change will be implemented for the 1995 vacation year.

The review will be done by a joint committee of the Board and Union, with assistance from SDS Computer Systems.

Signed this _____ day of _____, 2006

SIGNED FOR THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO. 79

SIGNED FOR UNITED STEELWORKERS, LOCAL 1-80 CLC

Chair

Business Agent

Secretary-Treasurer

Plant Chair

MEMORANDUM OF UNDERSTANDING

Between:

**The Board of School Trustees
School District No. 79 (Cowichan Valley)**

And:

United Steelworkers, Local 1-80, C.L.C.

RE: PUBLIC EDUCATION SUPPORT STAFF SKILLS ENHANCEMENT, APPRENTICESHIP AND
WORKFORCE ADJUSTMENT COMMITTEE

Term

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

Incentive Payment

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

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

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

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

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

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

Maternity or parental leave
Short-term disability
Long-term disability that commenced within the twelve (12)- month period ending on the incentive eligibility date
Leaves granted to employees in receipt of workers' compensation benefits.

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

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

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

The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.

By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that districts and local unions seeking to access the funds provide the Committee with:

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

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

Skills Enhancement and Retraining Funding

The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-1006 audited financial statements of districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, professional enhancement for support staff employees.

The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.

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

Apprenticeship Opportunities Funding

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

The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

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

Apprentice Sponsor Funding

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

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

It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.

The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.

The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.

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

Workforce Adjustment Committee Funding

The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and rationalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.

The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

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

Labour Market Adjustment Fund

Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:

- Demonstrating evidence of recruitment or retention difficulties;
- Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
- Identifying which occupations and the number of employees that will be affected by the adjustment;
- Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
- Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

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

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

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

The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.

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

The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

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

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

The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.

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

Liaison on Education Policy Matters

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

Education Assistants Committee

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

The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of

BCPSEA by no later than July 1, 2006. The Committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

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

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

If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or

If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

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

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

Fiscal Dividend

If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.

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

The Fund will be determined as follows:

The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-2010, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million

Only final surplus monies in excess of \$150 million will be part of the fund for the entire public sector (including all categories of employees) will not exceed \$300 million.

The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories

of employees in the public sector under the purview of the public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.

Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

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

The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment.

All leaves with pay.

Maternity and parental leave

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

Signed this _____ day of _____, 2006

SIGNED FOR THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO. 79

SIGNED FOR UNITED STEELWORKERS, LOCAL 1-80 CLC

Chair

Business Agent

Secretary-Treasurer

Plant Chair