CONTRACTUAL AGREEMENT

Between the

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 62 (SOOKE)

And The

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 459

(SOOKE SCHOOL BOARD EMPLOYEES)

July 1, 2014 – June 30, 2019

TABLE OF CONTENTS

ARTICLE NO.	ARTICLE NAME	PAGE NO.
ARTICLE 1:	**DEFINITIONS**	2
	1.01 Plural or Feminine Terms	
	1.02 Probationary Employee	
	1.03 Regular Employee	
	1.04 Temporary Employee	
	1.05 Retirement	
	1.06 Employee	
	1.07 Overtime	
	1.08 Termination	
	1.09 Average Hourly Rate	
	1.10 Average Hours Worked	
ARTICLE 2:	**MANAGEMENT RIGHTS**	3
	2.01 Management Rights	
ARTICLE 3:	**RECOGNITION AND NEGOTIATIONS**	3
	3.01 No Other Agreements	
ARTICLE 4:	**NO DISCRIMINATION**	3
	4.01 No Discrimination	
ARTICLE 5:	**UNION SECURITY**	4
	5.01 All Employees to be Members	
ARTICLE 6:	**CHECK-OFF UNION DUES**	4
	6.01 Written Assignment	
	6.02 Deductions	
	6.03 Dues Receipts	
ARTICLE 7	**THE BOARD AND UNION OBLIGATIONS**	4
	7.01 Acquainting New Employees About Union and Collective Agreement	
	7.02 Union Notification	
	7.03 Letter of Obligation	
	7.04 Interviewing Opportunity	
ARTICLE 8:	**CORRESPONDENCE**	5
	8.01 Correspondence	
ARTICLE 9:	**LABOUR-MANAGEMENT CO-OPERATION COMMITTEE**	5
	9.01 Establishment of Committee	
	9.02 Function of Committee	
	9.03 Meetings of Committee	
	9.04 Minutes of Meeting	

ARTICLE NO.	ARTICLE NAME	PAGE NO.
ARTICLE 10:	REPRESENTATION AND TIME OFF FOR UNION BUSINESS AND PUBLIC DUTIES	6
	10.01 Representation	
	10.02 Union Bargaining Committee	
	10.03 Function of Bargaining Committee	
	10.04 Representative of Canadian Union	
	10.05 Time Off for Contract Negotiation Preparation Meetings	
	10.06 Time Off for Union Business with the Board	
	10.07 Union Conventions, Seminars and Meetings	
	10.08 For Union Business	
	10.09 Leave for Union and Public Duties	
	10.10 Rate of Pay for Union Business	
ARTICLE 11:	RESOLUTIONS AND REPORTS OF THE BOARD	8
	11.01 Board Shall Notify Union	
	11.02 Copies of Resolutions	
ARTICLE 12:	GRIEVANCE PROCEDURE	9
	12.01 Recognition of Union Stewards and Grievance Committee	
	12.02 Shop Stewards Duties	
	12.03 Permission to Leave Work	
	12.04 Definition of Grievance	
	12.05 Settling of Grievance	
	12.06 Policy Grievance	
	12.07 Board Grievance	
	12.08 Witnesses	
	12.09 Time Limits	
	12.10 Extension of Time Limits	
	12.11 Replies in Writing	
	12.12 Mutually Agreed Changes	
ARTICLE 13:	ARBITRATION	12
	13.01 Composition of Board of Arbitration	
	13.02 Failure to Appoint	
	13.03 Board Procedure	
	13.04 Decisions of the Board	
	13.05 Expenses of the Arbitration Board	
	13.06 Substitution of Penalty	
	13.07 Written Statements	
ARTICLE 14:	DISCHARGE, SUSPENSION AND DISCIPLINE	13
	14.01 Complaints Against CUPE Local 459 Members	
	14.02 Disciplinary Procedures	
	14.03 Written Adverse Reports	
	14.04 Designation of Supervisor	
	14.05 Right to Have Steward Present	

ARTICLE NO.	ARTICLE NAME	PAGE NO.
	14.06 Crossing of Picket Lines During Strikes	
	14.07 Political Action	
	14.08 Access to Personnel Files	
	14.09 Whistleblower Protection	
ARTICLE 15:	**SENIORITY**	16
	15.01 Seniority List	
	15.02 Probationary Period	
	15.03 Loss of Seniority or Continuous Service Record	
	15.04 Loss of Seniority for Temporary Employees	
ARTICLE 16:	**PROMOTIONS AND STAFF CHANGES FOR REGULAR EMPLOYEES**	17
	16.01 Method of Making Appointments	
	16.02 Information Regarding Job Openings	
	16.03 Transfers and Promotions	
	16.04 Trial Period on Promotions and Transfers	
	16.05 Union Notification	
	16.06 Accommodation of Disabilities	
	16.07 On-the-Job Training	
	16.08 Training on New Equipment	
	16.09 Information on Special Needs Students	
	16.10 Information on Assignments	
	16.11 Consultation between Education Assistants and Teachers	
	16.12 Transfers and Promotions of Temporary Employees	
	16.13 Bus Wash Goes with Route	
ARTICLE 17:	**LAYOFFS AND RECALLS FOR REGULAR EMPLOYEES**	22
	17.01 Definition of Layoff	
	17.02 Role of Seniority in Layoffs	
	17.03 Bumping Procedure	
	17.04 Role of Seniority in Bumping	
	17.05 Status of Laid Off Employees	
	17.06 Severance Pay	
	17.07 Recall Procedure	
	17.08 No New Employees	
	17.09 Notice of Layoff	
	17.10 Reduction of Regular Hours	
	17.11 Continuation of Benefits	
	17.12 Refusal of Work	
ARTICLE 18:	**HOURS OF WORK**	24
	18.01 Normal Hours of Work	
	18.02 Four Hour Minimum Work Day	
	18.03 Exceptions to Normal Hours	
	18.04 Assumption of Day Shift	
	18.05 Hours of Shift Workers	
	18.06 Work Week	
	18.07 Shift Change	

ARTICLE NO.	ARTICLE NAME	PAGE NO.
	18.08 Rest Periods	
	18.09 Time Allowances – Custodial (User Group Permits)	
ARTICLE 19:	**OVERTIME**	27
	19.01 Authority for Overtime as the Extension to a Regular Shift	
	19.02 Overtime Rates	
	19.03 Overtime for Part-time Employees	
	19.04 Minimum Call-Out Time	
	19.05 Time Off in Lieu of Overtime	
	19.06 Hours of Work on Field Trips For Education Assistants, First Nation Assistants and Youth and Family Counsellors	
ARTICLE 20:	**SHIFT WORK**	30
	20.01 Split Shift Premium	
	20.02 Night Shift Premium	
ARTICLE 21:	**HOLIDAYS**	30
	21.01 List of Holidays	
	21.02 Pro-rated Statutory Holiday Pay for Part-time or Temporary Employees	
	21.03 Compensation for Holidays on Saturday or Sunday	
	21.04 Eligibility for Statutory Holidays	
	21.05 Holidays on Regular School Days	
	21.06 Holidays on Day Off	
	21.07 Christmas and New Year's Eve	
ARTICLE 22:	**VACATIONS**	31
	22.01 Vacation Year	
	22.02 Length of Vacation	
	22.03 Pay During Christmas and Spring Break	
	22.04 Ten Month and Seasonal Employees	
	22.05 Vacations	
	22.06 Special Consideration	
	22.07 Vacation Accumulation	
	22.08 Vacation Schedules	
	22.09 Unbroken Vacation Period	
	22.10 Holidays During Vacation	
	22.11 Approved Leave of Absence During Vacation	
	22.12 Work During Vacation	
	22.13 Termination of Employment	
	22.14 Custodial Vacations	
	22.15 Vacation Replacement	
	22.16 Regular Employee's Accrual of Temporary Seniority for Vacation Entitlement	

ARTICLE NO.	ARTICLE NAME	PAGE NO.
ARTICLE 23:	**SICK LEAVE PROVISIONS**	35
	23.01 Sick Leave Defined	
	23.02 Amount of Sick Leave	
	23.03 Ineligibility for Sick Leave	
	23.04 Deduction of Sick Leave	
	23.05 Family Illness	
	23.06 Medical and Dental Appointments	
	23.07 Payment for Unused Sick Leave	
	23.08 Sick Leave Credits	
	23.09 Doctor's Certificate	
	23.10 Sick Leave During Leave of Absence and Layoff	
	23.11 Notification to Board	
	23.12 Central Call-in	
	23.13 Employment Insurance Rebate	
ARTICLE 24:	**LEAVE OF ABSENCE**	38
	24.01 Calculation of Hourly Rate of Pay	
	24.02 Maternity and Parental Leave	
	24.03 Jury Duty or Court Witness	
	24.04 Special Leave With Pay	
	24.05 General Leave	
	24.06 Compassionate Leave	
	24.07 Funeral Leave	
	24.08 Educational Leave for Labour Relations	
	24.09 Leave of Absence for Sickness or Injury	
	24.10 Deferred Salary Leave Plan	
	24.11 Military Leave	
ARTICLE 25:	**PAYMENT OF WAGES AND ALLOWANCES**	45
	25.01 Pay Days	
	25.02 Performing Duties in Higher Classification	
	25.03 Expense Allowance	
	25.04 Mileage Allowance	
	25.05 Education Allowance	
	25.06 "Dirty Work" Premium	
	25.07 Supervision Allowance	
	25.08 No Obligation Upon Board to Fill a Position	
	25.09 Wage Determination	
	25.10 Occupational First Aid Attendants	
	25.11 Contractor Certificate Premium	
	25.12 Payroll Premium	
	25.13 Additional Tradesperson Tickets	
	25.14 Work with Pesticides and Herbicides	
	25.15 Electrician Premium	
	25.16 Premiums	
	25.17 Asbestos Abatement Risk	
	25.18 Designated Special Needs Buses	
	25.19 Fire Drills on Buses	

ARTICLE NO.	ARTICLE NAME	PAGE NO.
ARTICLE 25:	PAYMENT OF WAGES AND ALLOWANCES (CONT'D)	
	25.20 Extra-Curricular Bussing	
	25.21 Grounds Foreman Premium	
	25.22 Computer Technician Premium	
	25.23 Isolation Allowance Port Renfrew	
	25.24 Replacement of Personal Tools	
	25.25 Lead Hand Capital Premium	
ARTICLE 26:	JOB EVALUATION	51
	26.01 Job Evaluation Manual	
	26.02 Pay Equity/Job Evaluation Plan	
ARTICLE 27:	NEW OR CHANGED JOB CATEGORIES	51
	27.01 Job Evaluation Manual	
ARTICLE 28:	EMPLOYEE BENEFITS	51
	28.01 Employee Benefits	
	28.02 Municipal Pension Plan	
	28.03 Medical Services	
	28.04 Group Life Insurance	
	28.05 Dental Plan	
	28.06 Long Term Disability	
	28.07 Contributions to Medical Services Plan, Dental, Extended Health and Group Life Insurance	
	28.08 Supplementation of Compensation Award	
	28.09 Jointly Trusteed Benefit Trust	
ARTICLE 29:	SAFETY AND HEALTH	54
	29.01 Harassment	
	29.02 Medical Examination	
	29.03 Rehabilitation	
	29.04 District Health and Safety Committee	
	29.05 Safety and Health	
	29.06 Surveillance Equipment	
ARTICLE 30:	TECHNOLOGICAL CHANGE	55
	30.01 Technological Change Defined	
	30.02 Advance Notice and Discussion Between the Parties	
	30.03 Placement of Affected Employees	
	30.04 Severance Pay	
	30.05 Arbitration	
	30.06 Shortage of Work	
ARTICLE 31:	JOB SECURITY	57
	31.01 Contracting Out	

ARTICLE NO.	ARTICLE NAME	PAGE NO.
ARTICLE 32:	**TEMPORARY EMPLOYEES**	57
	32.01 Temporary Employee Defined	
	32.02 Benefit Entitlements	
	32.03 Termination	
	32.04 Sick Leave	
	32.05 Vacation Pay and Statutory Holiday Pay	
	32.06 Refusal of Work	
	32.07 Method of Making Appointments to Regular Positions	
	32.08 Temporary Assignments	
	32.09 Work Experience Students	
ARTICLE 33:	**UNIFORM AND CLOTHING ALLOWANCE**	59
	33.01 Wet Weather Clothing	
	33.02 Office Employees	
	33.03 Safety Equipment	
	33.04 Maintenance of Work Clothing	
	33.05 Custodian Clothing	
	33.06 School Bus Operators	
	33.07 Safety Footwear	
	33.08 Uniform and Clothing Allowance	
ARTICLE 34:	**GENERAL CONDITIONS**	60
	34.01 Bulletin Boards	
	34.02 Fire Insurance	
	34.03 CUPE Members on Joint Committees	
	34.04 Pre-Retirement Counselling	
	34.05 Access to Worksite	
	34.06 Internal mail	
ARTICLE 35:	**PRESENT CONDITIONS AND BENEFITS**	61
	35.01 Present Conditions and Benefits	
ARTICLE 36:	**COPIES OF AGREEMENT**	61
	36.01 Copies of Agreement	
ARTICLE 37:	**TERM OF AGREEMENT**	61
	37.01 Agreement Period	
	37.02 Changes in Agreement	
	37.03 Negotiations	
	37.04 Retroactivity	
ARTICLE 38:	**PROFESSIONAL DEVELOPMENT**	62
	38.01 Professional Development Days	
	38.02 Joint Professional Development	
	38.03 Time Off for Professional Development	
	SIGNATURES	63

ARTICLE NO.	ARTICLE NAME	PAGE NO.
	LETTER OF UNDERSTANDING # 1 (1999-2003 #1) ..... 64 Loss of Seniority or Continuous Service Record	
	LETTER OF UNDERSTANDING # 2 (1999-2003 #3) ..... 65 Facilities Advisory Committee	
	LETTER OF UNDERSTANDING # 3 (1999-2003 #4) ..... 66 Special Needs Education Assistant Appointment	
	LETTER OF UNDERSTANDING # 4 (1999-2003 #6) ..... 67 District Policy #E112 – Supervision of Students	
	LETTER OF UNDERSTANDING # 5 (2003-2006 #9) ..... 68 AVID Tutor Program	
	LETTER OF UNDERSTANDING # 6 (2006-2010 #11) ..... 70 Clause 23.07(a)	
	LETTER of UNDERSTANDING # 7 (2010-2012 #8) ..... 71 Payroll Supervisor, Strong Start Coordinator and Wraparound Coordinator	
	LETTER of UNDERSTANDING # 8 (2010-2012 #9) ..... 73 After School Care Program	
	LETTER of UNDERSTANDING # 9 (2010-2012 #10) ..... 75 Professional Development	
	LETTER OF UNDERSTANDING # 10 (2010-2012 #11) ..... 77 Nature Kindergarten – Early Childhood Educator (ECE)	
	LETTER OF UNDERSTANDING # 11 (2012-2014 #10) ..... 79 Agreed Understanding of the Term Education Assistant	
	LETTER OF UNDERSTANDING # 12 (2012-2014 #11) ..... 80 Committee to Amend Grievance Procedure	
	LETTER of UNDERSTANDING # 13 (2012-2014 #12) ..... 81 Article 22.07 – Form	
	LETTER of UNDERSTANDING # 14 (2012-2014 #13) ..... 83 Spring Closure Week 2015	
	LETTER OF UNDERSTANDING # 15 (2014-2019 #15) ..... 85 Article 15.03 (b) Loss of Seniority or Continuous Service Record – Resignation	
	LETTER OF UNDERSTANDING # 16 (2014-2019 #16) ..... 86 Spring Closure Week 2016	

LETTER OF UNDERSTANDING # 17 (2014-2019 #17) 88
Definitive Master of this Collective Agreement

SCHEDULE "A" 89

SCHEDULE "B" 94

PREMIUM RATES 96

MEMORANDUM OF SETTLEMENT 97

MEMORANDUM OF SETTLEMENT - APPENDIX "A" 99
Local Memorandum of Agreement

MEMORANDUM OF SETTLEMENT - APPENDIX "B" 100
2014-2019 Provincial Framework Agreement

PROVINCIAL FRAMEWORK AGREEMENT – APPENDIX "A" 106
Economic Stability Dividend

PROVINCIAL FRAMEWORK AGREEMENT – APPENDIX "B" 109
Employee Support Grant for May/June 2014
Employee Support Grant for after June 30, 2014

PROVINCIAL FRAMEWORK AGREEMENT – APPENDIX "C" 113
Exploration of a Greater Standardization of Benefits Plans

PROVINCIAL FRAMEWORK AGREEMENT – APPENDIX "D" 114
LEARNING IMPROVEMENT FUND: Support Staff Priorities

HISTORICAL APPENDIX "A" 116
2012-2014 Provincial Framework Agreement

HISTORICAL APPENDIX "A" Attachment 1 119
BCPSEA – CUPE Education Assistants Letter – September 18, 2013

HISTORICAL APPENDIX "A" Attachment 2 120
Settlors Statement on Accepted Policy and Practices of the PEBT

HISTORICAL APPENDIX "B" 121
2010-2012 Provincial Letter of Understanding

HISTORICAL APPENDIX "B" Attachment 1 125
BCPSEA Letter of Commitment – December 14, 2011

HISTORICAL APPENDIX "B" Attachment 2 126
Letter of Agreement – December 14, 2011
Class Organization Fund: Support Staff Priorities

HISTORICAL APPENDIX "C" 127
2006-2010 Provincial Letter of Understanding

HISTORICAL APPENDIX "D" 135
Paul Ramsey Letter – June 6, 2000 to Irene Holden and Vince Ready
Industrial Inquiry Commission #2

BETWEEN:

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE),

(hereinafter called the "Board"),

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459
(SOOKE SCHOOL BOARD EMPLOYEES)

(hereinafter called the "Union"),

OF THE SECOND PART

WHEREAS it is the desire of both parties to this Agreement to maintain the harmonious relationship so necessary between employer and employee and to recognize the mutual value of joint discussions and negotiations in all matters of mutual concern;

AND WHEREAS the Board approves and recognizes the Union as the sole bargaining agency on behalf of its employees within the classes represented by the Certification of Local 459, i.e. - all employees except those excluded by Statute and school teachers;

AND WHEREAS the parties hereto have agreed to enter into this Agreement;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1: DEFINITIONS

1.01 Plural or Feminine Terms

Wherever the singular or masculine or neuter is used in this Agreement, the same shall be considered to indicate the plural or feminine or body politic where the context or the parties so require.

1.02 Probationary Employee

Probationary employee is an employee who has been hired in accordance with the provisions of Article 15.02 and who is serving a probationary period in an established position to determine his/her suitability as a regular employee.

1.03 Regular Employee

Regular employee is an employee who has completed a probationary period and has been designated a regular employee under the provisions of Article 15.02.

1.04 Temporary Employee

Temporary employee is an employee who has been hired to:

a) Work on Capital Work projects.

b) Relieve in established positions or on a day by day call-in basis.

c) Augment the regular work force on seasonal projects.

1.05 Retirement

Retirement is the termination of employment in accordance with the provisions of the "Pension (Municipal) Act" or at age fifty-five (55) with accumulated service of ten (10) years.

1.06 Employee

Except as otherwise provided, the term "employee" as used in this Agreement refers to all employees in accordance with the Certification.

1.07 Overtime

All time worked with the Board beyond the normal working day, the normal work week or on a holiday, shall be considered as overtime, unless otherwise stated in this agreement.

1.08 Termination

Termination is defined as the cessation of employment of an employee of the Board.

1.09 Average Hourly Rate

For the purposes of leaves with pay, employees shall receive pay based on their posted position. In the case of employees whose hours fluctuate or who work at more than one pay grade, pay shall be based on an average hourly rate of two (2) previous pay periods calculated at the rates in effect when the time was taken off. Employees temporarily posted to a higher position for less than sixty (60) consecutive days shall receive pay on the regular posted position.

1.10 Average Hours Worked

For the purposes of leaves with pay, employees shall receive pay based on their posted daily hours. In the case of employees whose hours fluctuate, pay shall be based on the average hours per day worked over the previous two (2) pay periods.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Management Rights

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 the procedures outlined in Article 12 and 13.

ARTICLE 3: RECOGNITION AND NEGOTIATIONS

3.01 No Other Agreements

Employees shall not be required or permitted to make any written or verbal agreement with the Board or its representatives which may conflict with the terms of this collective Agreement or any statute or law.

ARTICLE 4: NO DISCRIMINATION

4.01 No Discrimination

There will be no coercion, threats or discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether she/he has children, or because he/she is participating in the activities of the Union, carrying out duties as a representative of the Union, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.

ARTICLE 5: UNION SECURITY

5.01 All Employees to be Members

All employees shall, upon entering the Board's employ, become and remain members of the Union in good standing as a condition of continued employment.

ARTICLE 6: CHECK-OFF UNION DUES

6.01 Written Assignment

The Board agrees to honour a written assignment of all dues, initiation and assessments and will forward all monies so deducted to the Treasurer of the Union. The Union agrees to supply the Board with a letter stating that the assessment was duly authorized at a general meeting with the date of the meeting indicated.

6.02 Deductions

a) Deductions shall be made from each payroll period and shall be forwarded to the Treasurer of the Union not later than the 15th day of the month following, accompanied by two (2) copies of a list of the names of all employees from whose wages the deductions have been made.

b) In the case of new members coming under the provisions of Article 5.01, deductions shall begin in the first payroll period.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Board shall issue, in an appropriate manner, the amount of union dues deducted to each employee in the previous year.

ARTICLE 7: THE BOARD AND UNION OBLIGATIONS

7.01 Acquainting New Employees About Union and Collective Agreement

The Parties agree that representatives from Union and management will acquaint new employees, within fifteen (15) days of hiring, that an Agreement between the parties is in effect and with the conditions of employment set out in the articles dealing with union security, deduction of union dues and initiation fees.

7.02 Union Notification

The Board agrees to advise the Union within seven (7) days of the hiring of any new employees, their name and address, position, place of appointment and the hours of work.

7.03 Letter of Obligation

The Union agrees to give the Board a letter for issuance to all new employees setting out his or her obligation to the Union.

7.04 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new probationary employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and responsibilities and obligations to the Board and the Union.

ARTICLE 8: CORRESPONDENCE

8.01 Correspondence

Any correspondence between the parties shall pass to and from the Secretary-Treasurer of the Board or designate and the Secretary of the Union or designate, with a copy to the President of the Union and applicable national representative.

ARTICLE 9: LABOUR-MANAGEMENT CO-OPERATION COMMITTEE

9.01 Establishment of Committee

A Labour-Management Committee shall be appointed and consist of not more than four (4) representatives of the Board and not more than four (4) representatives of the Union as either party may decide from time to time. Additional members may be added upon mutual agreement.

9.02 Function of Committee

The purpose of such meetings shall be to discuss and settle, if possible, all matters of mutual concern.

9.03 Meetings of Committee

This Committee shall convene at the written request of either party. The date, time and place of such meeting shall be by agreement of the parties and shall normally be held within two (2) weeks of said request. The request shall be accompanied by a proposed agenda.

9.04 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairpersons after the close of the meeting prior to the next scheduled meeting and be attached to the agenda.

ARTICLE 10: REPRESENTATION AND TIME OFF FOR UNION BUSINESS AND PUBLIC DUTIES

10.01 Representation

The Board shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Board without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be spokesperson. In order that this may be carried out, the Union will supply the Board with the names of its officers. Likewise, the Board shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

The Union Bargaining Committee shall be elected by the membership. Members of the Union Bargaining Committee shall be permitted leave of absence from work to attend negotiating sessions subject to the operational requirements and up to six (6) employees shall suffer no loss of pay. See Article 10.08, Section (a) of this Agreement.

10.03 Function of Bargaining Committee

All matters pertaining to rates of pay, hours of work, collective bargaining and other working conditions covered by the Collective Agreement shall be referred by the Union Bargaining Committee to the Board for discussion and settlement.

10.04 Representative of Canadian Union

The Board and Union shall have the right at any time to have the assistance of a representative or any other advisor, to a maximum of two (2), when dealing or negotiating with the Board or the Union.

10.05 Time Off for Contract Negotiation Preparation Meetings

Prior to the commencement of negotiating meetings between the Board and the Union, the Bargaining Committee shall have the right to attend meetings, subject to operational requirements, up to a maximum of eight (8) people for eight (8) hours each. All requests for leave shall be received by management at least one (1) full working week prior to leave whenever possible and such leave shall be with pay to be reimbursed by the Union.

10.06 Time Off for Union Business with the Board

Time off with pay and benefits shall be granted to not more than four (4) elected representatives of the Union when it becomes necessary to transact business with the Board during working hours, upon application to the Secretary-Treasurer of the Board.

10.07 Leave for Union Conventions, Seminars and Meetings

Upon request to the Board for leave of absence without pay for Union work, seminars, or conventions or meetings, an employee shall continue to receive the pay and benefits provided for in this Agreement. The granting of such leave shall be subject to operational requirements. HOWEVER, the Union shall reimburse the Board for all pay and benefits received during such period of absence.

Such leave shall not be unreasonably withheld.

10.08 Leaves For Union Business

a) **Bargaining Committee**

Time off with pay and benefits shall be granted to not more than six (6) elected representatives of the Union when it is necessary to negotiate an agreement with the Board during working hours. Employees whose normal shift does not coincide with the hours of the meeting shall not be expected to work their normal shift in addition to the hours of meeting, PROVIDED that the hours of the meeting exceed six (6) hours on each occasion. Article 19 shall apply to the hours in this Article.

b) **Other Joint Committees**

Time off with pay and benefits shall be granted to not more than four (4) elected representatives of the Union when it becomes necessary to transact business with the Board during their working hours. Should the hours of these meetings be other than the normal working hours for any of the elected representatives, they shall be paid their normal straight time pay for such hours. Joint committees are job evaluation, safety liaison, labour-management, and such other committees as required by the Union and Management. Meetings shall convene within two (2) weeks of the written request of either party, and will be accompanied by a proposed agenda. The date, time and place of these meetings will be by agreement of both parties.

c) **Permission For Time Off**

The Secretary-Treasurer or designate shall have authority to grant the requested time off for Article 10.08, Clauses (a) and (b) above.

10.09 Leave for Union and Public Duties

a) The Board recognizes the rights of employees to participate in public affairs. Therefore, upon request the Board may grant leave of absence without pay to employees who are candidates in a federal, provincial, municipal or Band Council election.

b) Employees who are elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who are elected to public office, may be granted leave of absence without pay by the Board for a period up to one (1) year. Such leave may be renewed each year, on request, during his/her term of office.

c) Employees elected or appointed to municipal or regional district offices or public boards or public school boards shall be granted leave of absence without pay up to a maximum of five (5) days in any one (1) school year. If elected as a Mayor, or Chairperson of a Regional District Board or Public School Board, the employee may be granted up to twenty (20) additional days without pay. Further days of leave without pay may be granted at the Board's discretion. Such requests shall not be unreasonably denied.

(d) Employees involved in community service may be granted leave of absence without pay up to a maximum of three (3) days in any one (1) school year. Such requests shall not be unreasonably denied.

10.10 Rate of Pay for Union Business

In accordance with Article 1.08, this Article shall be as follows:

a) **Full-time Employees**

The rate of pay noted in Schedule "A" and any premiums included in the employee's latest appointed position as approved by the Board.

b) **Full-time or Part-time Employees**

Employees who work in more than one position or whose hours fluctuate shall be paid the average hourly rate calculated at the rates in effect when the time off was taken.

ARTICLE 11: RESOLUTIONS AND REPORTS OF THE BOARD

11.01 Board Shall Notify Union

Any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated by the Board to the Union in time to afford the Union a reasonable opportunity to consider them and if deemed necessary, of speaking to them when they are dealt with by the Board.

11.02 Copies of Resolutions

a) Copies of all public motions, resolutions, rules and regulations adopted by the Board which affect the members of this Union are to be forwarded to the Union and posted on all bulletin boards.

b) A copy of the Minutes of the Board shall be mailed to the Secretary of the Union and C.U.P.E. Representative as soon as possible.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the rights and duties of the Union Grievance Committee and the Union stewards. The steward shall assist any employee which the steward represents in preparing his/her grievance in accordance with the grievance procedure.

12.02 Shop Steward's Duties

a) The Board recognizes the Union's right to select stewards to represent employees.

b) The Union agrees to provide the Board with a list of the employees designated as stewards for each section.

c) A steward shall obtain the permission of a supervisor before leaving work to perform the duties of a steward and such permission shall not be unreasonably withheld. Leave for this purpose shall be without loss of pay. When resuming his/her duties the steward shall notify the supervisor.

d) The duties of stewards shall include:

1. Investigation of complaints of an urgent nature.

2. Investigation of grievances under provisions of Article 12.05.

3. Attending meetings at the request of the Board.

12.03 Permission to Leave Work

a) The Board agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed full-time by the Board and he/she will not leave his/her work during working hours EXCEPT to perform his/her duties under this Agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her supervisor, which reply shall be given within an hour.

b) **Grievance Committee**

The Grievance Committee shall consist of NOT MORE THAN four (4) members of the Union and not more than two (2) of the members shall be from the same department. Any deviance from this will be by mutual agreement only.

12.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or where it is alleged the Board or the Union has acted unjustly or improperly.

12.05 Settling of Grievance

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

Step 1 The aggrieved employee shall submit the grievance to his/her steward. If the employee's steward is absent he/she may submit his/her grievance to another steward, grievance Chairperson or a member of the Executive Committee. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2 If the steward, the grievance Chairperson or an Executive Committee member consider the grievance to be justified, he/she will seek to settle the dispute with the employee's supervisor.

Step 3 Failing satisfactory settlement within three (3) working days after the dispute was submitted under Step 2, the steward will submit to the supervisor a written statement of the particulars of the grievance and the redress sought. The supervisor shall render his/her decision within three (3) working days after receipt of such notice.

Step 4 Failing settlement being reached in Step 3, the steward will submit the written grievance to the Secretary-Treasurer who shall render his/her decision within three (3) working days after receipt of such notice.

Step 5 Failing satisfactory settlement within three (3) working days after the grievance was submitted under Step 4, the Grievance Committee of the Union, consisting of not more than three (3) members of the Union, may submit the grievance to a Grievance Committee consisting of not more than three (3) representatives of the Board.

Step 6 Failing satisfactory settlement within seven (7) working days after the grievance was submitted under Step 5, the Union may submit the grievance to a Board of Arbitration under the provisions of Article 13 of this Agreement.

12.06 Policy Grievance

Where a grievance involves a question of general application, the Union may bypass Steps 1, 2 and 3 of Article 12.05. A "question of general application" means a grievance involving a majority of employees, or a grievance involving a group of employees, or an individual employee where the action taken could be detrimental to other employees.

12.07 Board Grievance

The Board may submit a grievance in writing to the Union upon receipt of which the Union, through one (1) or more of the officers of its Grievance Committee, shall meet with the Secretary-

Treasurer of the Board or its authorized representative with a view to bringing about a settlement. Failing satisfactory settlement within five (5) working days after the Board submitted the grievance to the Union, the Board may submit the grievance to a Board of Arbitration under the provisions of Article 13 of this Agreement.

12.08 Witnesses

a) At any step of the grievance procedure as set out in Article 12.05, in the case of policy grievance under Article 12.06 and in the case of arbitration under Article 13 of this Agreement, either of the parties may require the attendance as a witness of the employee or employees concerned and have the assistance of any other witnesses, and all reasonable arrangements shall be made to permit the parties or the Board of Arbitration to have access to the Board's premises to view any working condition which may be relevant to the settlement of the grievance.

b) The Board agrees that where there is any written statement against any member of the Union by another member of the Union, the employee against whom the statement is made shall receive a copy of such statement.

12.09 Time Limits

If a grievance is not submitted under Step 2 of Article 12.05 within three (3) working days of the occurrence which gave rise to the grievance, or is not advanced to Steps 3 or 4 within three (3) working days after a decision was made or should have been made at the prior step, or is not submitted under Step 5 within five (5) working days after a decision was made or should have been made at Step 4 (or is not submitted under the procedure provided for in Articles 12.06 or 12.07 within ten (10) working days of the occurrence which gave rise to the grievance), then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

12.10 Extension of Time Limits

The time limits specified in Articles 12 and 13 of this Agreement may be extended by mutual agreement of the parties in writing.

12.11 Replies in Writing

Replies to grievance stating reasons shall be in writing commencing at Step 3 of Article 12.05 above.

12.12 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall be reduced to writing and signed by the Secretary-Treasurer or designate and the President of the Union and such changes shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

ARTICLE 13: ARBITRATION

13.01 Composition of Board of Arbitration

a) The grievance shall be referred to a Board of Arbitration of three (3) members. One (1) member shall be appointed by the Board and one (1) member appointed by the Union. The second member shall be appointed within five (5) work days of the first member's appointment. The third member, who shall be the Chairperson of the Arbitration Board, shall be appointed by the two (2) members appointed by the parties.

b) Where mutually agreed to by the parties, a single arbitrator is agreed to, pursuant to Section 92 of the Industrial Relations Act.

13.02 Failure to Appoint

Should the parties' appointee be unable to agree on a Chairperson within five (5) days of the appointment of the member last appointed, then the Chairperson shall be appointed by the Minister of Labour of the Province of British Columbia.

13.03 Board Procedure

The Board of Arbitration may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it.

13.04 Decisions of the Board

a) Grievances submitted to a Board of Arbitration shall be in writing and clearly specify the nature of the issue.

b) The Board of Arbitration shall deliver its award in writing to each of the parties within twenty (20) days after all the evidence has been submitted.

c) The award of a majority of the Board of Arbitration shall be the award of the Board, and failing a majority award, the award of the Chairperson of the Board shall be the award of the Board and shall be final and binding upon the parties, but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect.

13.05 Expenses of the Arbitration Board

Each party shall pay the fees and expenses of its appointee and shall pay one-half (1/2) of the fees and expenses of the Chairperson.

13.06 Substitution of Penalty

Should the Board of Arbitration determine that an employee has been suspended or dismissed for other than just and reasonable cause, the Board of Arbitration may direct the Board to reinstate the employee and pay him/her a sum equal to his/her wages or salary loss by reasons of such suspension or dismissal or such lesser sum as, in the opinion of the Board of Arbitration, is fair and reasonable. Further, the arbitrator shall have the authority as outlined in Section 98 of the LABOUR RELATIONS CODE of British Columbia.

13.07 Written Statements

An employee shall be provided with a copy of any written statements that may be detrimental to that employee or result in disciplinary action against him/her.

ARTICLE 14: DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Complaints Against CUPE Local 459 Members

a) When any person or groups of persons make written complaints pertaining to any member of CUPE, LOCAL 459 the Employer shall inform the employee concerned and the Union of the existence of the complaint and of its nature, provided that such action is consistent with the disclosure provisions of relevant Statutes and Regulations. In the event the Employer initiates disciplinary action, the employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action and/or penalty, with a copy to the Secretary of the Union.

b) Any verbal complaint which will give rise to any disciplinary action against an employee must be put in writing by the complainant before any such disciplinary action is undertaken.

c) Any employee appearing before the Employer or Employer's representative as a witness in an investigation may choose to be accompanied by a representative of the Union.

14.02 Disciplinary Procedures

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Board initiates a disciplinary action against an employee who has completed his/her probationary period the following procedure shall be followed:

a) **Verbal Warnings**

Whenever the Board or its authorized agent deem it necessary to censure an employee indicating that disciplinary action may be taken, an employee shall be given a verbal warning first unless the employee's actions causing the discipline would warrant more severe disciplinary action.

b) **Written Warnings**

A written warning to an employee may be appropriate after an employee has received a verbal warning and no improvement was noted or where the circumstances warrant a written warning in the first instance.

c) **Suspension**

When a suspension to an employee is warranted it shall normally be given after an employee has received a verbal warning and written warning as stated previously in this article. However, the Board may suspend an employee in the first instance if the incident warrants it.

The Board may immediately suspend an employee where:

1. The Board reasonably believes that immediate suspension is necessary to prevent repetition of the alleged act or omission for which the employee is suspended.

2. The Board reasonably believes that immediate suspension is necessary to prevent damage or harm to the Board or any person.

3. If the Board deems it necessary to immediately suspend an employee with a view to investigating whether or not an employee should be dismissed, such suspension shall be with pay.

d) **Discharge**

When discharge of an employee is warranted it shall normally occur after an employee has received a verbal warning, written warning and suspension as stated previously in this article. However, the Board may discharge an employee in the first instance if the incident warrants it.

14.03 Written Adverse Reports

a) The Board shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, or as soon as reasonably possible. This notice shall include particulars of the work performance which lead to such dissatisfaction.

The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

b) The record of an employee shall not be used against the employee at any time after eighteen (18) months including written warnings, adverse reports or suspensions with notice. However, if the Board immediately suspends an employee for a particular infraction, that letter of suspension shall remain on an employee's file for a period of thirty-six (36) months.

c) Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

14.04 Designation of Supervisor

Every employee shall be notified of the name of his/her immediate designated supervisor.

14.05 Right to Have Steward Present

a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her 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.

b) A steward or Local Union Officer shall have the right to consult with a C.U.P.E. staff representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

14.06 Crossing of Picket Lines During Strikes

a) The Board shall not request, require or direct employees within this bargaining unit to perform work resulting from legal strikes nor shall the employee be required to cross any bona fide trade union's picket lines legally established by the Statutes of British Columbia.

b) Failure to cross such a picket line or handle goods from an employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action other than loss of pay. There shall be loss of benefits if the period involved exceeds one (1) month.

c) Both parties agree to attempt to obtain a permit from the striking union for permission to provide emergency services where and when required.

d) The union and employer will jointly designate an employee or employees to provide emergency services to facilities or property during any job action. The salary for the work performed by these employees will be paid directly to the Local.

14.07 Political Action

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliated or subordinate bodies other than loss of pay. There shall be loss of benefits if the period involved exceeds one (1) month.

14.08 Access to Personnel Files

An employee shall have the right at any reasonable time to have access to and review his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the employee's record.

14.09 Whistle Blower Protection

No employee shall be dismissed, disciplined or penalized as a result of reporting illegal violations in connection with pollution, WCB regulations, theft or other illegal violations unless it is determined that the employee is in any way involved in the infraction. It is agreed that the union shall advise the employer of any violation it may be aware of prior to reporting any alleged violations, and to afford the employer reasonable opportunity to correct the violation.

ARTICLE 15: SENIORITY

15.01 Seniority List

The Board shall maintain seniority lists of all employees as follows:

a) **Regular Employees**

Name and date of commencement of regular service for regular employees and accumulated years of service.

b) **Temporary Employees**

Temporary employees shall accrue seniority on the secondary seniority list on an hourly basis. Upon achieving regular status, such hours will be converted utilizing a ratio of 7 hours = 1 day formula to produce an adjusted date of commencement of regular service for the regular employee seniority list. However, hours worked prior to June 26, 2000 are not included for the purposes of producing the adjusted date of commencement.

c) Temporary employees shall not be covered by Article 17 of this Agreement.

d) Seniority shall operate as indicated herein on a bargaining unit wide basis.

15.02 Probationary Period

Newly hired "regular" employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring and during which time they are not eligible to apply on any temporary posted positions. During the probationary period, probationary employees shall be entitled to all rights and privileges of this Agreement and the grievance procedure may be implemented. The employment of such probationary employees may be terminated, if determined unsuitable as a regular employee by the Board as defined in Article 1.02.

15.03 Loss of Seniority or Continuous Service Record

Regular employees shall not lose seniority rights nor have their continuous service interrupted if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Board. Regular employees shall only lose their seniority or continuous service in the event:

a) They are dismissed for just and reasonable cause and are not reinstated.

b) They resign.

c) They fail to return to work, or give notice not to return to work, within seven (7) calendar days following layoff and after being notified by double registered mail to do so, unless through illness or other just cause. It shall be the responsibility of the individual to keep the Board informed of his/her current address.

d) They are laid off for a period longer than eighteen (18) months. At this time such employees who wish to remain with the Board shall declare this and shall retain their regular seniority (permanent) while on the secondary seniority list.

e) Approved Leaves of Absence without pay in excess of six (6) months will cause the seniority accumulation to cease after six (6) months. Consequently, the employee's starting date of employment may differ from the recognized accumulated years of service.

f) Work in an excluded position for the employer for more than six (6) months.

g) In the event that an employee working in an excluded position for the employer rejoins the bargaining unit the seniority which that individual earned as a union member will be recognized pursuant to Article 15.01.

15.04 Loss of Seniority for Temporary Employees

Temporary employees shall not lose their accrued hourly seniority unless:

a) They refuse more than eight (8) call-ins without having notified the employer in writing that they are unavailable for a period of time or without good reason for the refusal, or

b) They do no work for the employer for eight (8) months or more.

ARTICLE 16: PROMOTIONS AND STAFF CHANGES FOR REGULAR EMPLOYEES

16.01 Method of Making Appointments

a) Any appointments from within the regular staff are to be made in accordance with the provisions relating to promotions hereinafter contained.

b) When a new position is created or when a vacancy occurs, which shall include the resignation of an incumbent within the system, the Board shall immediately notify the Secretary of the Union in writing and the Board shall post notice of the position in the

Board's offices, shops and on all bulletin boards for seven (7) working days so that all employees will know about the vacancy or new position, subject to Article 25.08.

c) A non-employee shall not be hired to fill a vacancy until at least seven (7) working days after the closing date in the notification referred to in (b) above nor until any applications submitted by present employees prior to the closing date have been screened and the applicants interviewed. Should the Board decide to fill the vacant position or when the Board established a new position, the following shall apply:

In the case of termination or retirement by a regular employee or the creation of a new position, the Board shall endeavour to fill the position within a three (3) week period after the date of decision.

d) Wherever possible the Board shall fill a vacancy prior to the date upon which the incumbent employee leaves the position.

e) An employee may, prior to taking his/her annual vacation, submit a letter to the Secretary-Treasurer or designate, indicating the position(s) the employee might wish to be considered for in the event that the vacancy occurs during his/her vacation. The employee shall indicate where he/she can be contacted, if possible, and when he/she will be available for an interview.

f) **Temporary Postings**

When a position of a temporary nature in excess of thirty (30) calendar days occurs, either as a new position or to replace an absent employee, the position shall be posted.

A regular employee who accepts a temporary position shall return to his/her regular position upon completion of the temporary position.

Positions of more than seventeen and one half (17.5) hours per week that are extended beyond one year shall be posted as regular positions.

g) **CUPE Observer**

The Board agrees that when the Human Resources Manager attends interviews for CUPE positions, CUPE will be requested to attend as an observer and the cost will be paid for by the Board.

16.02 Information Regarding Job Openings

The vacancy notice referred to in Article 16.01 (b) shall contain the following information: nature of position; required qualifications, knowledge, education and skills; shift; wage rate or pay grade and the closing date for the submission of application for the position.

16.03 Transfers and Promotions

a) Job opportunity should increase in proportion to length of service. Therefore, in the transfer and promotion of regular employees, the applicant with the greatest seniority and having the required qualifications, skills and abilities to perform the job applied for shall be awarded the position.

b) In cases of promotion requiring higher qualifications or certification, the Board may give consideration to the senior employee who does not possess the required qualifications but will prepare for qualification prior to filling the vacancy. In this event the trial period outlined in Article 16.04 may be extended by mutual consent between the Union and the Board.

c) In the case of employees applying for promotion who were employed by the Board prior to job evaluation and whose education standard is not that required for the position, the employee's experience with the Board shall count as education.

d) **School-based Assignments**

In the case where there are two or more positions of equal hours in the same classification at a school and one of the positions becomes available, the vacant assignment will be offered on a seniority basis to qualified employees in that classification presently working at that school, prior to the position being posted.

e) **New Hours Availability**

Qualified employees who are currently working less than full time shall be offered, on a seniority basis, any hours that become available within a school or work site before hiring new employees, providing operational requirements permit.

16.04 Trial Period on Promotions and Transfers

Promotions and transfers shall be made on the basis of the first two (2) calendar months being a trial period. Conditional on satisfactory service, the regular employee shall be declared permanent after the period of two (2) months. In the event the successful applicant or the Board does not feel that the regular employee is proving satisfactory, then the employee shall be returned to the employee's former (or an equivalent) position, wage or salary rate and without loss of seniority. An employee's trial period may be extended by mutual agreement between the employee and the employer if it is felt more time is needed to meet the requirements of the position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former (or equivalent) position, wage or salary rate, without loss of seniority. An employee will be given at least three (3) working days notice before the transfer or reassignment commences.

16.05 Union Notification

a) The Secretary of the Union shall be notified of all appointments, designations as a regular employee, hirings, layoffs, transfers, promotions, demotions, recalls and terminations of employment within five (5) working days of same occurring.

b) Upon request, unsuccessful applicants to a job posting shall be advised in writing as to the reasons why they were not awarded the position.

c) The Union shall be notified of the names of all internal applicants to job posting competitions.

16.06 Accommodation of Disability

a) In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of his/her position due to a disability, the Employer and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together to consider how the employee's disability can best be accommodated without causing undue hardship to the Employer or the Union. The affected employee shall participate and cooperate fully in this process.

b) The parties to this protocol, and the affected employee, shall share with each other all information relevant to the accommodation of the affected employee, including medical information pertaining to the employee's disability, and information regarding the requirements of the employee's position.

c) The parties agree that they will attempt to accommodate employees who possess the required qualifications, skills and abilities for a position as follows, in order of preference:

1. In their current position;

2. In their current classification;

3. In another classification with equivalent hours/rate of pay;

4. In another classification which does not have equivalent hours/rate of pay.

d) In considering the feasibility of the options set out in c) above, the parties shall consider such options as the modification of duties, shifts, equipment, and/or retraining of the employee.

e) It is understood and agreed that nothing in this protocol will require the Employer, the Union or the affected employee to agree to an accommodation which would impose undue hardship on the Employer or the Union.

f) Agreements between the parties regarding the accommodation of employees shall be reduced to writing. These agreements shall contain provisions regarding the process which will be followed by the parties in the event that there is a change in the accommodated employee's circumstances, including a lessening or worsening of the employee's disability.

16.07 On-the-Job Training

The Board will encourage on-the-job training in each school, shop or office area so that employees shall have the opportunity to receive training and qualify for promotion or transfer in the event a vacancy occurs. Any training courses that are of a general nature and interest shall be posted. The posting shall contain the type of course, time and duration and qualifications required. The senior qualified applicant shall be selected where possible. The Board may assign a current employee to do on-the-job training wherever practical.

16.08 Training on New Equipment

Where new equipment, related procedures and/or skills are introduced the employee shall be granted training time with a qualified instructor. The duration of training time shall be determined by the complexity of machine operation. During the training time the employee shall not be expected to fulfil his/her regular duties. A qualified substitute shall perform the regular employee's duties during the training time when necessary to do so.

16.09 Information on Special Needs Students

The appropriate information necessary in order to assist employees in their dealings with Special Needs students will be shared with the employee.

16.10 Information on Assignments

An Education Assistant newly assigned to a particular special needs student will receive initial background concerning the student and the assignment either through the I.E.P. committee, previous Education Assistant, teacher or combination of the above.

16.11 Consultation between Education Assistants and Teachers

a) Consultation time regarding assigned duties shall be provided to Education Assistants to meet with the Teachers and/or team.

b) Education Assistants requested to attend operational meetings and/or required to meet outside of normal hours of work will be paid the regular scheduled rate up to a maximum of thirty-five hours per week.

16.12 Transfers and Promotions of Temporary Employees

If the employer is unable to fill a vacancy pursuant to Article 16.03 with a regular employee, the employer may then consider temporary employees by the test described in Article 16.03.

16.13 Bus Wash Goes With Route

Unless added premiums are required, all bus wash hours of a vehicle allotted to a route shall be completed weekly by the operator who is currently posted to that route. Bus wash shall be a minimum of one and a half (1.5) hours a week.

ARTICLE 17: LAYOFFS AND RECALLS FOR REGULAR EMPLOYEES

17.01 Definition of Layoff

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

17.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service.

Therefore, in the event of a layoff, regular employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. A layoff list shall be maintained for a period of eighteen (18) months and a copy of same shall be given to the Secretary of the Union.

17.03 Bumping Procedure

a) An employee about to be laid off may bump any employee with less seniority PROVIDING the employee exercising the right is able to satisfy the requirements of the job description and specifications of the less senior employee. When an employee exercises his/her bumping rights upon assuming the new position, that employee shall be paid at the current rate of pay for that position with reasonable orientation time allowed. Bumping shall be done in consultation with the Union.

b) When a position has been eliminated, an employee may bump an employee in a higher pay grade position providing he/she has previously held a permanent appointment in that classification and he/she is qualified.

A qualified employee may bump an employee in the same or lower classification where there is a greater number of hours if no position is available in the same classification with the same hours.

c) In order to minimize disruption of the student's educational needs, Education Assistants who are laid off and who bump into another position may be requested to defer placement in the bumped position to a future date, no later than the following September. Such deferment shall be conditional upon the employee's agreement to a temporary interim assignment. Agreement shall not be withheld unreasonably.

For the duration of the interim assignment, such employee would continue to receive all wages, rights and benefits of the laid off position or the interim position, whichever is greater.

17.04 Role of Seniority in Bumping

a) If an employee is exercising his/her right to bump or is going to be bumped, that employee shall retain his/her original position for future bumping purposes for a period of eighteen (18) months.

b) If an employee has bumped into another position, he/she may elect to return to her/his original position if it becomes vacant within an eighteen (18) month period.

c) A bumping list shall be maintained for a period of eighteen (18) months and a copy of same shall be given to the Secretary of the Union.

d) When the permanent start date is the same between two or more employees temporary hours worked shall be counted to establish the order of seniority.

17.05 Status of Laid Off Employees

a) Both CUPE, Local 459 and the Board recognize that it is in the interest of both parties that laid off employees declare their intention regarding:

1. **Bumping**

   The laid off employee shall declare within three (3) working days after receiving layoff notice, his/her intention to bump.

   In order to ensure the employee is in a position to consider all possible options, the employer shall include relevant information with the layoff notice with respect to positions held by employees junior to the laid off employee.

   Any employee subsequently bumped as a result of the initial layoff shall have all rights of a laid off employee.

2. Employees who do not exercise their bumping right shall declare, within ten (10) working days from the date of layoff, whether or not they wish to be placed on the available spare lists.

b) Failure to follow the above procedure, or failure to secure a posted position, would result in the loss of seniority in accordance with Article 15.03.

17.06 Severance Pay

An employee may opt for severance pay on the date the layoff was to occur in which case he/she shall be deemed to have resigned and has no further recourse to recall privileges. An employee who has elected severance pay rather than the right to recall shall be entitled to severance pay in a pro-rated amount equal to one (1) week pay for every year of service up to a maximum of twenty-five (25) weeks.

17.07 Recall Procedure

Employees shall be recalled in the order of their seniority PROVIDED they are qualified for the position subject to Article 16.01 (b). A reasonable orientation time will be allowed.

17.08 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall PROVIDED they are qualified for the position. A reasonable orientation time will be allowed.

17.09 Notice of Layoff

In the event it becomes necessary to layoff a regular employee, the Board shall give not less than twenty (20) working days notice in writing to the employee before the layoff is to be effective. If the laid off employee has not had the opportunity to work twenty (20) full days after notice in writing of layoff, he/she shall be paid in lieu of work for that part of the said twenty (20) days during which work was not available to him/her. The provisions set out herein shall not apply in the case of factors beyond the control of the Board and in the case of annual scheduled layoff of employees in regular positions of less than twelve months.

17.10 Reduction of Regular Hours

In the case of reduction of regular hours, an employee shall be able to bump into a position of equal hours or less, if one exists. The Union shall be notified in writing within ten (10) days.

17.11 Continuation of Benefits

a) The Board agrees to pay the coverage as noted in Article 28 for all employee benefit plans for laid off regular employees for a period up to two (2) months. In the event of a longer layoff, regular employees so affected shall have the right to continue this coverage through direct payments in advance up to a maximum of eighteen (18) additional months.

b) For employees recalled on a temporary basis, benefits shall continue as outlined in Article 32.02.

17.12 Refusal of Work

Any laid off employees who are called on temporary assignments and who refuse to report without good reason shall be terminated after seven (7) refusals.

ARTICLE 18: HOURS OF WORK

18.01 Normal Hours of Work

The normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours per week. The normal work week for clerical staff, Education Assistants and Youth and Family Counsellors consists of five (5) seven (7) hour days for a total of thirty-five (35) hours per week. The normal work day will be scheduled between the hours of 7:00 a.m. and 5:00 p.m. The normal

work day hours may be altered for positions that have an approved flex-time schedule by written agreement between employee and their supervisor with a copy given to the Human Resources Department and the Union.

18.02 Four Hour Minimum Work Day

a) The Employer is committed to providing a minimum of four hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.

b) Exemptions from the four hour minimum:

1. Student/noon hour supervisors.

2. Crossing guards.

3. Small schools with fewer than 75 students in which case a two hour minimum will apply.
4. Other positions by mutual agreement.

c) The four hours shall be consecutive but may exclude a lunch period up to one hour or a shorter period as defined elsewhere in the Collective Agreement.

d) School Bus Operators are exempt from the requirement for consecutive hours. The daily hours for School Bus Operators shall be completed within a period of twelve (12) consecutive hours.

e) Where posting of additional hours is required, additional hours of less than four 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.

18.03 Exceptions to Normal Hours

a) The normal work week for the Facilities Finance Clerk, Transportation Clerk, Facilities Clerk VI and Warehouseman shall consist of five (5) eight (8) hour days for a total of forty (40) hours per week.

Article 18.01 and Article 18.06 may not be applicable to clerical support staff working in Community Education, Work Experience, Adult Education or as Youth and Family Counsellors, School Bus Operators, First Nations Home/School Co-ordinators and Activity Supervisors.

b) The Board may hire, on a temporary basis, employees known as Activities Supervisors. This category of employees shall be used in security measures within School Board facilities as follows:

1. Such employees may be called to work anytime.

2. Overtime rates shall only apply if the employee works beyond eight (8) hours in any one day or forty (40) hours in any one week.

3. Such employees would be entitled to two (2) consecutive days of rest if five (5) consecutive days have been worked.

c) **Flexible Hours**

The Board agrees to the principle of flexible working hours subject to operational requirements.

18.04 Assumption of Day Shift

When there is a school closure and no community activities in the school to which a Custodian is assigned, the said employee shall be able to assume day shift PROVIDING prior authorization is granted by the Facilities Supervisor or his/her designate. Such permission shall not be unreasonably withheld.

18.05 Hours of Shift Workers

a) One-half (1/2) hour meal time shall be included as part of the regularly scheduled work period for employees on evening shift or night shift PROVIDED the major portion of the shift is worked between 3:30 p.m. and 7:30 a.m. AND PROVIDED the employee is requested to stay on the premises by the Facilities Supervisor or Designate. Said meal period shall be taken at the place of employment unless prior permission is received from the Facilities Supervisor or Designate prior to leaving the place of employment.

b) In the event an emergency night shift is required, then subject to Article 18.07, no employee working on a night shift shall work alone EXCEPT where contact is made with him/her at intervals to ensure his/her safety. The time interval between contacts shall be determined by mutual agreement between the Board and the Union.

18.06 Work Week

All employees shall work five (5) consecutive days Monday through Friday according to posting with the understanding that where the conditions of a special situation require it, the work week may be changed for designated periods of time. Notice of such change shall be in writing and shall be given as soon as possible, but in any event, not later than quitting time one (1) week in advance.

18.07 Shift Change

All employees shall be notified in writing one (1) week (5 working days) in advance of a change in their shift EXCEPT as otherwise agreed to between the parties. This does not apply in the case of relieving in an established position.

18.08 Rest Periods

All employees shall have a rest period of fifteen (15) consecutive minutes as defined below:

Employees who work:	
Less than two hours	No Rest Period
Two and up to and including four hours	1 Rest Period
More than four and up to and including five hours	1 Rest Period and 1 Unpaid Meal Period
More than five and up to and include eight hours	2 Rest Periods and 1 Unpaid Meal Period
Afternoon and Night Custodians who work:	
More than four and up to and including six hours	1 Rest Period and 1 Paid Meal Period
More than six and up to and including eight hours	2 Rest Periods and 1 Paid Meal Period

Note: Each portion of a split shift applies to the above criteria.

18.09 Time Allowances – Custodial (User Group Permits)

It is agreed by both parties that custodial staff shall have ten (10) minutes per user group built into their shift schedule to allow some appropriate time to service user groups. Permit time shall be available to be used at any time of the year at the request of the Head Custodian, subject to the approval of the Custodial Supervisor, and they shall have monthly updates for their banked permit time.

(Refer to document – Operational Process for Permit Time)

ARTICLE 19: OVERTIME

19.01 Authority for Overtime as the Extension to a Regular Shift

No overtime shall be worked without authority from the Secretary-Treasurer of the Board or his/her authorized representative EXCEPT in the case of a bona fide emergency. Bona fide emergency overtime must be reported at the end of that shift by the employee to his/her supervisor.

19.02 Overtime Rates

Overtime rates shall apply as follows:

a) On a regular work day:

Time and one-half for the first three (3) hours and double time thereafter in any one day or shift. If overtime exceeds beyond two and one half (2½) hours, the employee concerned shall be entitled to a one-half (1/2) hour meal interval on Board time and shall receive a meal allowance in the amount of ten dollars ($10.00).

b) On a statutory holiday an employee receives double time plus one (1) day of rest with pay in lieu of the statutory holiday. If over time exceeds beyond two and one half (2½) hours, the employee concerned shall be entitled to a one-half (1/2) hour meal interval on Board time and shall receive a meal allowance in the amount of ten dollars ($10.00).

c) Employees day of rest - double time.

19.03 Overtime for Part-time Employees

Part-time employees working less that eight (8) hours per day and who are required to work longer than the regular working day shall be paid at the rate of straight time for the hours so worked up to and including eight (8) hours in the working day. Regular overtime rates shall apply after eight (8) hours in the working day and for all work performed on statutory holidays and the employee's days of rest. In the case of part-time clerical staff the words "seven (7) hours" shall be substituted for the words "eight (8) hours" wherever they appear herein.

19.04 Minimum Call-Out Time

a) Employees called out by the Secretary-Treasurer of the Board, or his/her authorized representative, for work outside of their regular scheduled hours shall be guaranteed a minimum of two (2) hours pay at double time. This guarantee shall not apply to time worked immediately preceding or immediately following the employee's regularly scheduled hours.

b) Temporary employees shall be accorded the same conditions as noted in Clause (a) above when working on relief of regular employees.

19.05 Time Off in Lieu of Overtime

a) An employee who is entitled to overtime pay under the provisions of Article 19.02 or 19.03 or to double time pay under the provisions of Article 19.04 may, as an alternative to receiving payment for such time, elect to take the equivalent in time off. The amount of equivalent time off shall be calculated on the basis of the overtime rate at which the premium time was worked, e.g. - one (1) hour worked at time and one-half shall count as one and one-half (1 1/2) hours off and one (1) hour worked at double time shall count as two (2) hours off. All such time off shall be paid for at the straight time rates which were in effect when the premium time was worked.

b) An election to take the equivalent in time off must be made in writing to the Secretary-Treasurer of the Board. Unless and until this is done, an employee who is entitled to time and one-half or double time under the provisions of Article 19.02, 19.03 or 19.04 shall receive payment for same. An election to take the equivalent in time off may be withdrawn by an employee PROVIDED he/she does so in writing to the Secretary-Treasurer of the Board in which case the employee shall receive payment for his/her entire accumulated time off at the straight time rates which were in effect when the premium time was worked.

c) An election to take the equivalent in time off shall only apply to the "Fiscal year (July 1st to June 30th)" in which the premium time was worked. If such time off is not taken during the said fiscal year the employee concerned shall receive payment for his/her accumulated time off at the straight time rates which were in effect when the premium time was worked, or carry forward the accumulated time off to the next fiscal year. Employees have the option to request equivalent time off to be converted to dollars and paid out.

d) Subject to operational requirements, all overtime may be accumulated for time off with the understanding that one (1) week may be taken off in the period July 1st to August 31st and not more than two (2) weeks may be taken off in any two (2) month period at other times.

e) Subject to the requirement contained in Section (d) above, the time or times when an employee shall have the option to take equivalent time off at their own request at a time they would not normally be working or on any paid leave (i.e. Christmas, Spring Break, summer).

19.06 Hours of Work on Field Trips For Education Assistants, First Nation Assistants and Youth and Family Counsellors

It is agreed that the Hours of Work - Article 18 and Overtime - Article 19 do not apply to Education Assistants, First Nation Assistants and Youth and Family Counsellors who are participating in School District sponsored field trips.

Education Assistants, First Nation Assistants and Youth and Family Counsellors will be paid as follows:

Day Trips

Up to ten (10) hours at straight time, subsequently time and one half (1 1/2) for additional time necessary.

Overnight Trips

A minimum of eight (8) hours straight time, an additional two (2) hours at straight time if necessary (for a maximum of ten (10) hours), then up to an additional two (2) hours at time and one half (1 1/2) if necessary.

All field trips are to be approved by the District Principal - Student Support Services/Alternate Programs prior to the date of the field trip.

ARTICLE 20: SHIFT WORK

20.01 Split Shift Premium

Employees shall receive additional compensation of eighty-four cents ($.84) per hour for working a split shift where the elapsed time between the commencement and the conclusion of the shift exceeds nine (9) hours. This premium shall be increased by the percentage increase in the basic payroll rounded to the nearest cent.

20.02 Night Shift Premium

Employees working night shift between the hours of 11:00 p.m. and 7:30 a.m. shall receive eighty-four cents ($.84) per hour. This premium shall be increased by the percentage increase in the basic payroll rounded to the nearest cent.

ARTICLE 21: HOLIDAYS

21.01 List of Holidays

The following days shall be observed as statutory holidays:

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

AND any other day declared or proclaimed statutory or public holiday by the Province of British Columbia or the Government of Canada. If by law, declaration or proclamation, another day is substituted for the observance of one of the holidays listed above, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

21.02 Pro-rated Statutory Holiday Pay for Part-time or Temporary Employees

Statutory holiday pay is calculated as follows:

a) For an employee who does not have a regular schedule of hours and who has worked at least 15 of the last 30 days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages for the 30 day period by the number of days worked.

b) For an employee who has worked less than 15 of the last 30 days before a statutory holiday, by dividing the employee's wages, excluding overtime wages, for the 30 day period by 15.

21.03 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays fall on Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of the Agreement.

21.04 Eligibility for Statutory Holidays

Regular employees shall be entitled to a day off with pay for each of the above-noted statutory holidays with the following exceptions:

a) Employees employed for the school term shall be entitled to a day off with pay, if scheduled to work on that day, for each of the above-noted statutory holidays EXCEPT for Canada Day and/or B.C. Day.

b) Canada Day or B.C. Day shall be paid for only if the employee has been paid for fifteen (15) days in the previous thirty (30) calendar days.

21.05 Holidays on Regular School Days

Should the schools be required to be in session on any statutory holiday, employees required to work on such a holiday will be given another day off with pay in lieu of the statutory holiday. The alternate day off shall be taken at a mutually acceptable time within a twelve (12) month period.

21.06 Holidays on Day Off

When one of the holidays referred to in Article 21.01 falls on an employee's regularly scheduled day off, the employee shall be given another mutually agreed day off with pay or payment in lieu of the statutory holiday. Employees other than full-time shall receive this benefit on a prorated basis.

21.07 Christmas and New Year's Eve

All shifts shall end at 3:00 p.m. on the last working day before Christmas Day and New Year's Day without loss of pay. This clause applies only to the employees working on that day.

ARTICLE 22: VACATIONS

22.01 Vacation Year

The vacation year shall be January 1st to December 31st inclusive for all employees except for those employees defined in Article 22.04; their vacation year shall be the school year defined as July 1st to June 30th.

22.02 Length of Vacation

a) Annual vacations shall be granted as follows:

1. Employees with one (1) or more years of continuous service:

   Three (3) calendar weeks of vacation with pay at the employee's current posted rate.

2. Employees with seven (7) or more years of continuous service:

   Four (4) calendar weeks of vacation with pay at the employee's current posted rate.

3. Employees with twelve (12) or more years of continuous service:

   Five (5) calendar weeks of vacation with pay at the employee's current posted rate.

4. Employees with nineteen (19) or more years of continuous service:

   Six (6) calendar weeks of vacation with pay at the employee's current posted rate.

5. Employees with twenty-five (25) or more years of continuous service:

   Seven (7) calendar weeks of vacation with pay at the employee's current posted rate.

6. Vacation increments shall be granted at the start of the calendar year in which the employee's anniversary occurs.

7. Anyone commencing or terminating employment with the Board during the vacation year shall be entitled to proportional vacations for that year.

8. Vacations may be taken during the year in which they are being earned, provided that employees who leave the Board's service after taking their vacation and before completing the vacation year shall have the value of any unearned vacation recovered from their termination pay.

9. Vacation shall be advanced in hours each January for all regular employees except those employees defined in Article 22.04; their vacation shall be granted each pay period.

10. Regular school term, regular seasonal and regular part time employees shall earn vacation proportionate to the number of hours they are paid in their posted position.

b) 1. Notwithstanding the foregoing, no employee shall receive less that six per centum (6%), eight per centum (8%), ten per centum (10%), twelve per centum (12%), or fourteen per centum (14%) of his/her earnings in respect to years of service per Article 22.02 (a).

2. Adjustment payments necessary due to Article 22.02 (b) (1) shall be issued at the end of the vacation year.

3. Earnings will include all gross pay except boot, meal, bathing suit and mileage allowances.

c) Regular employees working extra time in call-in positions that have not been posted shall receive vacation credits each pay.

22.03 Pay During Christmas and Spring Break

Regular employees who are not required to work the days when schools are closed in the Christmas and Spring Breaks shall receive their normal salary during these breaks. Any salary paid for days not worked during these breaks shall be charged to vacation entitlement. Employees shall be notified of this provision when they are originally hired, as well as prior to any pay period in which they may expect to receive less than normal salary as a result of the implementation of this article.

22.04 Ten Month and Seasonal Employees

a) Regular school term and regular seasonal employees will be retained on the payroll after the end of their regular appointment until their vacation entitlement has been used unless such employees submit a written request, prior to the last pay period in June, to take vacation and pay at some other time during the summer.

b) Employees whose regular position is for a period of ten (10) months or more, but less than twelve (12) months, shall be entitled and required to take annual vacation with pay in accordance with the provisions of Articles 1.08, 22.02, and 22.03.

c) Employees, who have received paid vacation pursuant to Article 22.03, and have any remaining entitlement based on their regular appointment, will be notified prior to the end of their regular appointment of entitlement in pay and days.

d) Unless such employees submit a written request, prior to the last pay period in June, to take such vacation and pay at some other time during the summer, vacation time will be added to the end of the regular appointment and the employee will be maintained on the payroll until the vacation allocation entitlement is used up.

22.05 Vacations

a) Regular seasonal employees shall not be entitled to their new vacation year earnings until they have commenced employment for their season.

b) Regular school term and regular seasonal employees who do additional work on a temporary or call-in basis shall not work during the period either scheduled or designated as a vacation period.

22.06 Special Consideration

Employees may make application in writing to the Secretary-Treasurer or designate for special consideration regarding annual vacations, with such application to be submitted at least one (1) month prior to the annual holiday period. This request shall be answered in writing within two (2) weeks.

22.07 Vacation Accumulation

Regular employees may make special application to the Board to have vacation time deferred to a subsequent year. The maximum total deferral per employee shall be fifteen (15) days.

22.08 Vacation Schedules

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Board.

22.09 Unbroken Vacation Period

Employees shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the individual concerned and the Board.

22.10 Holidays During Vacation

If a paid holiday falls or is observed during an individual's vacation period he/she shall be granted an additional day of vacation for each holiday in addition to this regular vacation time.

22.11 Approved Leave of Absence During Vacation

Where an employee qualifies for sick (PROVIDED the nature and length of time of the illness is certified by a duly authorized medical practitioner) or compassionate leave during vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual consent.

22.12 Work During Vacation

No employee shall be required to work during his/her scheduled vacation.

22.13 Termination of Employment

Should an employee's service be terminated for just and reasonable cause, the provisions of the Employment Standards Act shall apply.

22.14 Custodial Vacations

Custodial staff are required to take the first four (4) weeks of their annual vacation during the period July 1st to August 31st EXCEPT where prior approval is granted under Article 22.06.

22.15 Vacation Replacement

An employee may be temporarily replaced in cases when a vacation period extends beyond four (4) consecutive weeks.

22.16 Regular Employee's Accrual of Temporary Seniority for Vacation Entitlement

Regular employees who have previously worked as temporary employees shall have such temporary hours accrued and converted into an adjusted commencement of regular employment date for the exclusive purpose of vacation accrual pursuant to Article 22.02.

ARTICLE 23: SICK LEAVE PROVISIONS

23.01 Sick Leave Defined

Sick leave means the number of working days an employee is permitted to be absent from work without loss of pay due to illness or accident for which compensation is not payable under the provisions of the Workers' Compensation Act. Pay shall be in accordance with Article 1.09 and 1.10. The average hourly rate shall include all premiums, allowances, differentials, and per Article 22.02 b (3).

23.02 Amount of Sick Leave

a) A regular employee shall be entitled to sick leave on the basis of one and one-half (1 1/2) days for each month of service to be credited on a monthly basis as earned, except for new regular employees who, on the starting date of employment, will be credited with sick leave to ensure that their minimum accumulation of sick leave equals eighteen (18) days (prorated for ten (10) month employees). A regular employee must have worked at least five (5) days in one month to be eligible for one and one-half (1 1/2) days of sick leave for that month.

b) A regular employee will not accumulate sick leave credits while on paid sick leave, Long Term Disability, or while on Workers' Compensation Board benefits and not in receipt of top up.

c) A regular employee who is laid off and then accepts a temporary or call-in assignment shall be entitled to sick leave on the basis of one and one-half (1 1/2) days for each twenty-one (21) days of actual work, to be credited upon completion of each period of twenty-one (21) days of actual work. Their sick days will be adjusted in January.

d) Unused sick leave shall be accumulated by an employee up to a maximum credit of two hundred and fifty (250) days.

23.03 Ineligibility for Sick Leave

An employee who is on layoff, leave of absence without pay, under suspension, on strike or locked out shall not be eligible for sick leave nor shall he/she accumulate sick leave credits during such period.

23.04 Deduction of Sick Leave

All absences due to illness or accident as defined in Article 23.01 on a normal work day shall be charged against an employee's sick leave credits. There shall be no charge against an employee's sick leave credits when he/she is absent for less than one-quarter (1/4) day. If the employee's absence is for one-quarter (1/4) day but less than one-half (1/2) day, one-quarter (1/4) day shall be charged against his/her sick leave credits. If the employee's absence is for one-half (1/2) day but less than a full day, one-half (1/2) day is charged.

23.05 Family Illness

a) In the case of illness of a spouse or dependent children of a regular employee when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying his/her supervisor, to use a maximum of five (5) days sick leave credits annually.

b) In the event of a prolonged illness, if an employee has used the maximum days available, he/she shall be entitled to utilize unused vacation credits for such purpose anytime during the vacation year to cover absences of one-half day or more.

23.06 Medical and Dental Appointments

Deductions shall be made from an employee's sick leave credits for medical and dental appointments in the manner set out in Article 23.04.

23.07 Payment for Unused Sick Leave

a) **Payout in the Event of Death**

In the event of the death of any permanent employee the Board shall grant to the employee's named beneficiary a sum equal to an additional four (4) weeks salary or wages computed from the date of death and calculated at the rate to which he/she was entitled at the date of his/her death; PROVIDED that where a permanent employee having at least five (5) years continuous service dies while in the service, his/her named beneficiary shall be entitled to the benefits accrued under the sick leave clause hereof or under this clause, whichever is the greater amount.

b) **Earned Vacation and Sick Leave on Death**

If an employee who has been granted more vacation or sick leave with pay than he/she has earned and who dies, the employee is considered to have earned the amount of leave with pay granted.

c) **Payment on Retirement**

1. On retirement a regular employee having accrued sick leave to his/her credit shall receive an allowance in lieu thereof equal to one (1) day pay based on the average hourly rate to a maximum of one hundred (100) days pay as follows:

   i) Twenty-five percent (25%) for employees having completed five (5) years continuous service with the Board.

   ii) Fifty percent (50%) for employees having completed ten (10) years continuous service with the Board.

   iii) Seventy-five percent (75%) for employees having completed fifteen (15) years continuous service with the Board.

   iv) One hundred percent (100%) for employees having completed twenty-five (25) years continuous service with the Board.

2. Base hourly rate shall include split shift differential and industrial first aid allowances as determined by Article 1.09.

3. In order to be eligible for retirement payout the employee must notify the Board by February 1 of the prior fiscal period of their intent to retire. If an employee fails to give the required notice period in order to allow the Board to budget for the payout then the Board may opt to pay out the retirement allowance in the year following an employee's retirement.

d) **Termination of regular employee**

On termination a regular employee having completed ten (10) or more years continuous service with the Board shall be entitled to the same accrued sick leave benefits that would apply in Article 23.07 (c) above as well as the notice required in 23.07 (c) 3.

e) **Earned Vacation and Sick Leave Termination**

When the employment of a regular employee who has completed a minimum of five (5) years and who has been granted more vacation or sick leave with pay than he/she has earned and who is terminated by layoff or otherwise, he/she is considered to have earned the amount of leave with pay granted to him/her.

f) **Notice for Method of Payout of Unused Sick Leave**

The Board shall payout the approved amount of unused sick leave in the manner requested by the employee, PROVIDED the Board is notified at least one (1) month in advance of the actual date of termination or retirement, AND PROVIDED the Board's commitment ends on the termination date.

23.08 Sick Leave Credits

a) An employee shall be advised per his/her electronic pay slip of his/her sick leave credits.

b) A list of each employee's credit shall be sent to the Union upon request showing the number of days used in the previous year and the current credit. This request shall not be more frequent than semi-annually.

23.09 Doctor's Certificate

A doctor's certificate may be required for any illness.

23.10 Sick Leave During Leave of Absence and Layoff

When a regular employee is given leave of absence with pay he/she shall receive sick leave credit for the period of such absence on his/her return to work. When a regular employee is laid off on account of lack of work he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.

23.11 Notification to Board

Failure of an employee to report absence due to illness or accident, as defined in Article 23.01, to the Secretary-Treasurer of the Board or his/her authorized representative prior to the commencement of his/her shift, may result in the loss of sick leave until such absence is reported.

23.12 Central Call-in

No employees shall be required to find their own replacement when on approved leave of absence.

23.13 Employment Insurance Rebate

The Board agrees to remit the employees' share of the Employment Insurance rebate to the Union on a monthly basis.

ARTICLE 24: LEAVE OF ABSENCE

24.01 Calculation of Hourly Rate of Pay

Wherever in this Article an employee is entitled to leave of absence with pay, the pay shall be in accordance with Article 1.09.

24.02 Maternity and Parental Leave

a) **Amount of Leave**

An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.

b) Regardless of the date of commencement of the leave of absence taken under 24.02 (a) the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.

c) A request for a shorter period under 24.02 (b) must be given in writing to the Board at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Board with a certificate of a medical practitioner stating that the employee is able to resume work.

d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under 24.02 (a), the Board shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

e) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Board shall grant to the employee further leaves of absence from work, without pay, for period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

f) The Board may require an employee to commence a leave under Section (a) above where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

g) **Parental/Adoption Leave**

1. Employees, on their written request for Parental Leave, are entitled to a leave of absence from work, without pay, for the period specified in 24.02 (c).

    a) An employee who has used her entitlement under 24.02 (a) may choose further Parental Leave of thirty-five (35) weeks duration.

    b) With the exception of a birth mother pursuant to sub (g) 1) a) above, either parent may choose Parental Leave of thirty-seven (37) weeks duration.

c) Only one of the parents may access Parental/Adoption Leave.

2. A request under 24.02 (g) (1) must:

a) Be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and

b) Be accompanied by:

i) A certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under 24.02 (a), or

ii) A letter from the agency that placed the child providing evidence of the adoption of the child.

3. The employee is entitled to parental leave pursuant to 24.02 (g) or a shorter period if the employee requests, commencing:

In the case of a natural mother, immediately following the end of the maternity leave taken under 24.02 unless the employer and employee agree otherwise

b) In the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and

c) In the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.

4. a) If it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under 24.02 (g).

h) **Combined Maternity and Parental Leave**

Notwithstanding 24.02 (a) and 24.02 (g), an employee's combined entitlement to a leave of absence from work under this Part shall not exceed a total of fifty-two (52) weeks.

i) **Employment Deemed Continuous**

The services of an employee who is absent from work in accordance with this Article shall be considered continuous for the purposes of seniority, vacations and layoff and any

pension, medical or other plan beneficial to the employee, and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent where:

1. The Board pays the total cost of the plan, or

2. The employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Board and the employee.

j) **Reinstatement**

1. An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Board in the position previously occupied by the employee, or in a comparable position, and with all increments to wages, benefits and seniority to which the employee would have been entitled had the leave not been taken.

2. Where the Board has suspended or discontinued operations during the leave of absence granted under this Article, and has not resumed operations on the expiry of the leave of absence, the Board shall, on resumption of operations and subject to seniority provisions of this Collective Agreement, comply with Section 24.02 (a) of this Article.

k) **Restrictions**

1. The Board shall not:

   i) Terminate an employee, or

   ii) Change a condition of employment of an employee without the employee's written consent because of an absence authorized by this Article or because of the employee's pregnancy unless the employee has been absent for a period exceeding that permitted under this Article.

2. The burden of proving that:

   i) The termination of an employee, or

   ii) A change in a condition of employment of the employee without the employee's written consent is not because of an absence authorized by this Article or because of an employee's pregnancy, is on the Board.

l) **Maternity Supplemental Employment Benefit Plan**

The parties agree, pursuant to the Employment Insurance Act, that the objective of the plan is to supplement the Employment Insurance benefits received by employees due to an interruption of earning caused by pregnancy.

The Board agrees to enter into a Supplemental Employment Benefit (SEB) Plan required by the Employment Insurance Act. This Article and its related benefits are subject to acceptance by the Employment Insurance Commission of the proposed SEB plan.

When a pregnant employee takes the maternity leave to which she is entitled pursuant to the applicable legislation, the Board shall pay the employee 95% of her current salary, for the first two weeks of the employee's maternity leave.

For the remainder of the fifteen (15) weeks of Employment Insurance maternity benefits the Board shall pay the difference between 95% of her current salary and the amount of Employment Insurance maternity benefits.

To be eligible for the SEB plan an employee must apply and qualify for Employment Insurance Maternity benefits. The SEB Plan applies only during an employee's normal work period. An employee must be a regular employee.

m) **Parenthood Leave**

A regular employee with a permanent appointment and a minimum of two years service with the Board with a dependent child/children shall be granted upon request a parenthood leave of absence without pay for a stated period of time up to a maximum of twenty (20) school months.

An employee requesting such leave will give a minimum of three months notice for the commencement of the leave. This notice may be waived by mutual agreement.

Parenthood leave shall also be granted in the case of adoption or legal guardianship.

The employee may elect to continue benefits per Article 28.

24.03 Jury Duty or Court Witness

The Board shall pay an employee who is required to serve as a juror or who is subpoenaed as a witness in any court proceedings, who is accompanying a minor dependent child, or who is required at any location off the worksite to file a report or provide evidence concerning incidents related to their employment at the school district, their regular wages for those days or hours lost so long as the employee is not involved in personal litigation and as long as the absence is approved by the employer in advance. In return the employee shall remit to the Board such payments as may be received by him\her for such services. The employee is not required to return to work and complete his/her normal shift if he/she was requested to attend court past 1:00 p.m. for day shift or if the employee attended court in excess of five (5) hours for evening shift.

24.04 Special Leave With Pay

a) Regular employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

Reason:	Leave of Absence:
Employee's marriage	3 working days
Marriage of employee's parent, child, brother or sister	The day of the wedding
Adoption of employee's child	3 working days
Moving employee's household	Maximum of 1 working day (day of move) per calendar year
Serious household emergency	1 working day
Formal hearing to become a Canadian citizen	1 working day
Employee, employee's spouse and/or dependant's secondary or university, college or technical institute graduation	1 working day – day of graduation ceremony
Education examination in line with work	Time required for examination up to a maximum of 1 working day
Paternity	3 Working days

b) Paid Emergency Leave - It is recognized by both parties that on occasion matters of public emergency arise such as search and rescue, firefighting, etc.

An employee who has been called on to perform such services during working hours may be paid his/her regular salary PROVIDING that documentation, confirming the emergency service was performed by the employee, is presented to the Board upon return to work.

24.05 General Leave

a) The Board may grant leave of absence without pay and without loss of seniority as per Article 15.03 to any employee requesting such leave for good and sufficient cause. All such requests shall be submitted in writing to the Secretary-Treasurer or designate. Such approval shall not be withheld without just cause.

b) Employees on approved leave shall have the right to pay one hundred percent (100%) of the premium for their benefits up to a maximum of twelve (12) months by direct payment to the Board.

c) Approved Leaves of Absence exceeding twelve (12) months - Employees absent due to approved leave of absence shall retain regular employment status for up to twelve (12) months. Following a period of twelve (12) months, regular employees shall relinquish their normal regular positions with the commitment that once the leave expires the employee may use the bumping procedure to be re-employed as a regular employee.

24.06 Compassionate Leave

a) Regular employees shall be granted leave with pay in the event of a death or serious illness in the immediate family. Such leave shall not exceed five (5) days leave with pay. "Immediate family" may include a marital, foster or other non-blood relationship whether or not of a formal or legal nature.

b) Immediate family shall be defined as mother, father, husband, wife, common-law spouse, daughter, son, foster child, grandchild, brother, sister, mother-in-law, father-in-law, grandmother and grandfather.

24.07 Funeral Leave

A regular employee who is required to attend a funeral as a pallbearer shall be granted one-half (1/2) day leave with pay for a maximum of two leaves annually for this purpose. Any additional leave shall be granted without pay. A regular employee who wishes to attend a funeral as a mourner may, depending upon all other circumstances, be granted one-half (1/2) day leave with pay.

24.08 Educational Leave for Labour Relations

a) As it is in the interests of the School Board to have well trained employees for the proper functioning of the establishment, so too it is in the interests of the School Board and the Union to have experienced, responsible, well-trained shop stewards and executive committee members in their undertakings in labour relations.

b) Given sufficient notice, the Board will consider granting leave to those employees approved by the Union to attend courses. Approved leave of absence shall be without pay but without loss of seniority or benefits up to a maximum of six (6) weeks per person per year.

24.09 Leave of Absence For Sickness or Injury

Employees absent due to a bona fide sickness or injury, PROVIDED such sickness or injury is attested to by a licensed physician, shall retain regular employment status. Following a period of twelve (12) months, a regular employee shall relinquish their normal regular position with the commitment that once certified capable, the employee may use the bumping procedure to be re-employed as a regular employee. It is understood that seniority will cease to accumulate after the twelve (12) months leave.

24.10 Deferred Salary Leave Plan

CUPE employees will have access to the Deferred Salary Leave as provided in the Sooke School District Policy book.

24.11 Military Leave

For service in Armed Forces Militia or Reserve, an employee may be granted up to ten (10) days per year with pay. Any pay earned while serving on such leave shall be reimbursed to the Board up to the cost of the member's salary.

ARTICLE 25: PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

The Board shall pay salaries and wages every second Friday in accordance with the Schedule attached hereto, and forming part of this Agreement. On each pay day each employee shall be provided with an electronic itemized statement of his/her wages and deductions. If the pay Friday is a holiday, the payment shall be made on the preceding working day.

25.02 Performing Duties in Higher Classification

An employee who is temporarily assigned to perform the duties of a higher rated classification than his/her own shall receive the higher rate of pay on the first and following days. All temporary assignments shall be made in writing.

25.03 Expense Allowance

A living out allowance, to be based upon reasonable actual expenses, shall be paid to persons temporarily living away from home upon instructions of the Board for the purpose of performing their duties.

25.04 Mileage Allowance

a) Employees shall not be required, as a condition of employment, to supply a vehicle to perform their duties. Where an employee agrees to a request by the Board to use his/her private vehicle to carry out his/her duties and to transport school board equipment and/or materials for the majority of the month they shall be paid sixty dollars per month in addition to the mileage allowance.

b) If the Board assigns an employee to more than one place of employment in any one day and the distance involved, lack of public transportation or other factors in the opinion of the Board makes it necessary for the employee in question to use his/her own private vehicle to travel between the said locations, the employee shall be paid a mileage allowance based on the shortest distance the employee must travel between the said locations to perform his/her duties as per Board Policy G-261.

c) Employees posted at more than one work site shall have travel time between sites considered as part of their shift.

25.05 Education Allowance

a) Subject to the prior approval by the Board, the Board shall pay full cost of the fees, and cost of a replacement if necessary, for courses taken and passed by employees for the betterment of the skills as applicable to Board requirements.

b) **Occupational First Aid Tickets**

One hundred percent (100%) reimbursement of course fees and materials. One hundred percent (100%) reimbursement at straight time rates for hours spent on course and mileage reimbursement at applicable rate.

25.06 "Dirty Work" Premium

A premium of eighty-four cents ($0.84) per hour additional compensation shall be paid to employees when spray painting, punching boiler tubes, relining furnaces or refinishing wooden gym floors. Upon instructions from the Board or its designated official, an employee performing other duties considered as "dirty work" shall be paid the same premium. This premium shall be increased by the percentage increase in the basic payroll rounded to the nearest cent.

25.07 Supervision Allowance

a) **All Employees Except Tradesperson**

General Supervision:

All employees who supervise shall be paid a rate of twenty-three cents ($.23) per hour, per employee. This rate shall become part of their regular hourly rate.

i) For all employees the supervision premium will be incorporated for the term of employment (i.e. supervision premium would continue while on vacation or illness).

ii) Supervision to be adjusted if necessary in the months of September and January.

b) **Tradesperson**

Tradesperson shall receive a premium of one dollar and thirty-four cents ($1.34) per hour. This premium shall include up to and including two (2) tradesperson/workers and be increased by the percentage increase in the basic payroll rounded to the nearest cent.

Casual supervision pursuant to Article 25.07 (a) shall be paid to the senior tradesperson designated as supervisor of a group of workers that number three (3) or more.

c) **Outside Bargaining Unit**

When an employee is designated to temporarily relieve in or perform the principal duties of a position which is outside the bargaining unit, the employee shall receive a rate of pay for the position filled which is rated at 470 points. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer. Seniority shall not be a governing factor.

d) **Casual Supervision**

Employees whose job description does not include supervision duties or whose supervision requirements are in excess of the job description who are required to

supervise in excess of one-half day shall be paid a premium of twenty-nine ($.29) cents per hour providing pre-approval is given by the Secretary-Treasurer or designate.

e) **Foreman's Wage Determination**

An employee designated in the position of foreman shall receive an additional premium of three dollars and sixteen cents ($3.16), in addition to the regular hourly salary in lieu of supervision.

25.08 No Obligation Upon Board to Fill a Position

The presence of a job description with accompanying wage rate in the Schedule attached hereto and forming part of this Agreement shall not impose any obligation upon the Board to fill any category. HOWEVER no job description and accompanying wage rate shall be eliminated or changed without prior agreement with the Union.

25.09 Wage Determination

The wage rates shown in "Schedule A" shall be computed by the product of the point evaluation for each position and the negotiated per point value to the nearest cent. The per point value shall be:

January 1st, 1980	2.19 cents
January 1st, 1981	All rates shall be increased by $1.25 per hour
May 1st, 1981	All rates shall be increased by a further $0.25 per hour
January 1st, 1982	All rates shall be increase by the percentage increase (12.79%) as determined by the difference in the Consumer Price Index (Canada) for the period October 1980 to October 1981 inclusive, with a guarantee that no rate shall be increased by less than $1.15 per hour
April 1st, 1982	All rates shall be increased by $0.20 per hour
August 1st, 1982	All rates shall be increase by $0.20 per hour
January 1st, 1983	All rates shall be increased by 3%
January 1st, 1985	All rates shall be increased by 1%
July 1st, 1985	All rates shall be increased by 1%
January 1st, 1986	All rates shall be increased by .5%
July 1st, 1986	All rates shall be increased by $0.31 per hour
July 1st, 1987	All rates shall be increased by 2.80%
July 1st, 1988	All rates shall be increased by 3.2%
July 1st, 1989	All rates shall be increased by $0.70 per hour
January 1st, 1990	All rates shall be increased by $0.30 per hour
July 1st, 1990	All rates shall be increased by 4%
January 1st, 1991	All rates shall be increased by 3%
July 1st, 1991	All rates shall be increased by 4%
January 1st, 1992	All rates shall be increased by 3%
August 1st, 1993	All rates shall be increase by $0.50 per hour
July 1st, 1994	No wage increase

July 1st, 1995	All rates shall be increased by 1.2%
March 1st, 1998	Ten cents ($.10) per hour increase across the board
July 1st, 1998	One point two percent (1.2%) wage increase
January 1st, 2001	Two percent (2%) wage increase
January 1st, 2002	One percent (1%) wage increase for the common expiry date
July 1st, 2006	Two percent (2%) wage increase
July 1st, 2007	Two percent (2%) wage increase
July 1st, 2008	Two percent (2%) wage increase
July 1st, 2009	Two percent (2%) wage increase
July 1st, 2013	One percent (1%) wage increase
February 1st, 2014	Two percent (2%) wage increase
May 1st, 2014	One Half percent (0.5%) wage increase
July 1st, 2015	One percent (1%) wage increase
May 1st, 2016	Economic Stability Dividend
July 1st, 2016	One Half percent (0.5%) wage increase
May 1st, 2017	One percent (1%) wage increase plus Economic Stability Dividend
July 1st, 2017	One Half percent (0.5%) wage increase
May 1st, 2018	One percent (1%) wage increase plus Economic Stability Dividend
July 1st, 2018	One Half percent (0.5%) wage increase
May 1st, 2019	One percent (1%) wage increase plus Economic Stability Dividend

For the period January 1, 2002 to June 30, 2003 wage increases equivalent to wage increases negotiated in the broad public sector, such as between the Public Service Employee Relations Commission (PSERC) and B.C. Government & Service Employees' Union (BCGEU), the Health Employers Association of B.C. (HEABC) and the health care unions, the B.C. Public School Employers' Association (BCPSEA) and the B.C. Teachers Federation (BCTF). In the event of a dispute, it shall be referred to Irene Holden and Vince Ready for a final and binding resolution.

25.10 Occupational First Aid Attendants

Where Workers' Compensation Board regulations require a holder of a valid Occupational First Aid certificate on site on a regular basis, that person shall receive a premium of sixty-six cents ($.66) per hour for an Occupational First Aid Level II and eighty-four cents ($.84) per hour for an Occupational First Aid Level III.

25.11 Contractor Certificate Premium

Where the School District requires a tradesperson to hold a "contractors certificate" to be used in obtaining permits, a premium of sixty-five cents ($0.65) per hour shall be paid.

25.12 Payroll Premium

The School District will pay a premium of seventy-one cents ($0.71) per hour, to the payroll clerks responsible for preparing government required documents and annual reports for Revenue Canada, Pension Plans, W.C.B. and other agencies. This premium shall be increased by the percentage increase in the basic payroll rounded to the nearest cent.

25.13 Additional Tradesperson Tickets

Tradesperson using more than one tradesperson ticket shall be paid a premium of ninety-five cents ($0.95) per hour.

25.14 Work with Pesticides and Herbicides

Employees applying pesticides will receive an allowance of three dollars and fifty-nine cents ($3.59) per hour while performing these functions. When this clause is in effect, the dirty work premium as per Article 25.06 will not apply.

25.15 Electrician Premium

The Electrician II shall receive a premium of one dollar and forty-two cents ($1.42) per hour.

25.16 Premiums

Premiums to be increased by the percentage increase to basic rates for the following Articles 20.01, 20.02, 25.06, 25.07 (a), 25.07 (b), 25.07 (d), 25.07 (e), 25.10, 25.11, 25.12, 25.13, 25.14, 25.15, 25.17, 25.18, 25.21 (Foreman Premium) and 25.22.

25.17 Asbestos Abatement Risk

A premium of three dollars and fifty-nine cents ($3.59) per hour shall be paid over and above the regular rate of pay for each employee when suited up and involved in Asbestos Abatement projects.

25.18 Designated Special Needs Buses

School Bus Operators having taken and successfully completed an approved Special Needs Management Course shall receive a premium of fifty-eight cents ($.58) per hour when operating a designated special needs bus transporting special needs students to and from school. This will only be paid for road time.

This premium will not be paid when an Education Assistant is on board.

25.19 Fire Drills on Buses

School Bus Operators will receive two (2) hours per year, with pay, with students on board the buses for the purposes of practising fire drills.

25.20 Extra-Curricular Busing

School Bus Operators who transport pupils during the normal work week on extra-curricular trips shall be paid for actual time worked at the appropriate rate. Down time shall not be considered time worked, however, and split shift premium will apply to the first eight (8) hours worked.

25.21 Grounds Foreman Premium

Premium of five dollars and sixty-three cents ($5.63) per hour to be established for the Grounds Foreman to be paid while he/she is working on site capital and would be funded totally from capital funds.

25.22 Computer Technician Premium

District Computer Support/Network Analyst and Equipment Technician shall receive a premium of two dollars and thirty-one cents ($2.31) per hour.

25.23 Isolation Allowance Port Renfrew

Any non-teaching employee who lives and works in Port Renfrew shall receive an isolation allowance of 4% per annum of their gross salary.

25.24 Replacement of Personal Tools

The Board agrees to pay for replacement of personal tools that are lost, broken or stolen on site.

25.25 Lead Hand Premium

Positions designated as Lead Hand will apply to projects that require:

- Supervision (beyond Article 25.07) and organization of sub trades; Coordination of other trades;
- Organization of materials;
- Providing site inspection reports;
- Interacting with outside agencies as required;
- Keeping projects within budget and timelines.

The premium for the designated Lead Hand will be one dollar and seventy cents ($1.70) per hour. Appointments to these positions are by the written authority of the Facilities Supervisor or designate only.

Note: This premium is not subject to be increased by percentage increase to the basic rate during the term of this Collective Agreement.

ARTICLE 26: JOB EVALUATION

26.01 Job Evaluation Manual

The School District No. 62 (Sooke) job evaluation system is described in the Job Evaluation Manual which shall be an integral part of this Agreement.

26.02 Pay Equity/Job Evaluation Plan

Implementation Agreement

The parties have agreed on the principal of equal pay for work of equal value.

As part of the commitment by the parties to establish equitable classifications and pay rates, the parties have agreed to implement a new gender neutral job evaluation plan.

In addition the parties have agreed on an implementation of the new job evaluation plan effective April 1, 1995.

The cost of implementation shall be borne by the Ministry of Education's annual funding commitment.

The parties shall negotiate the annual allocation of these pay equity funds in order to provide an orderly process to achieve pay equity for all employees.

ARTICLE 27: NEW OR CHANGED JOB CATEGORIES

27.01 Job Evaluation Manual

The job evaluation system as contained in the manual shall be the manner in which changes in job categories or new jobs shall be evaluated. Copies of the manual shall be filed at the following locations for use by employees:

- Human Resources Department
- Maintenance Shop;
- Spencer, Dunsmuir, Journey and John Stubbs Middle Schools;
- Belmont, Edward Milne and Royal Bay Secondary Schools;
- The School District 62 website.

Shop stewards shall have an updated copy of the manual.

ARTICLE 28: EMPLOYEE BENEFITS

28.01 Employee Benefits

Eligible employees working at least seventeen and one-half (17 1/2) hours per week in categories which have a normal thirty-five (35) hours per week schedule or twenty (20) hours per week for categories which have a normal forty (40) hours per week, shall have the option of participating in

Medical Services Plan and the Municipal Pension Plan subject to the provisions of any relevant statute or regulation. All other benefits of the Agreement shall apply to all employees in proportion to the individual's hours of work.

28.02 Municipal Pension Plan

All full-time employees shall become members of the Municipal Pension Plan upon attaining eligibility to do so pursuant to the Municipal Pension Plan rules. Part-time employees shall be offered enrolment in the Municipal Pension Plan pursuant to the Municipal Pension Plan rules.

28.03 Medical Services

The Board shall pay one hundred percent (100%) of the cost of medical premiums for eligible employees. These premiums shall cover the employee for both the basic medical coverage and the extended health benefit, which shall include an optical plan for extended health plan with two hundred dollars ($200.00) per two year period coverage and including a hearing aid benefit of four hundred dollars ($400.00) per five (5) year period.

28.04 Group Life Insurance

Eligible employees shall be covered by a mutually acceptable group life insurance plan with premiums being paid fully by the Board. Any experience rating refunds will be used to maintain the plan. Participation in the group life insurance plan shall be a condition of employment. Group life changes to 3 x salary effective June 1, 1994.

28.05 Dental Plan

Effective July 1st, 1983, all eligible employees shall be covered by a mutually acceptable dental plan with one hundred percent (100%) of the cost of the premiums being borne by the Board. Participation in the group dental plan shall be a condition of employment for all employees who are not covered by another dental plan.

The coverage shall be as follows:

- Plan "A" - 100%
- Plan "B" - 60%
- Plan "C" - 50%

28.06 Long Term Disability

Eligible employees shall be covered by a mutually acceptable Long Term Disability Plan. The premiums shall be:

- Paid by the Board - 50%
- Paid by the Employee - Average of the remaining 50% calculated:

The first monthly premium and any future first renewal premium multiplied by 12, divided by 2, divided by 26 and further divided by the number of union employees on the premium statement, plus 2%.

Prior to the renewal or change of the annual premium, the amount of surplus or deficit in the premiums shall be calculated and either deducted or added to the new premium to be paid.

28.07 Contributions to Medical Services Plan, Dental, Extended Health and Group Life Insurance

Employees on Long Term Disability or Workers Compensation shall have their eligible benefits paid by the employer until they return to work or for a period of fifty-two (52) weeks. These employees will have the option of paying for an additional fifty-two (52) weeks at the employee's total expense.

28.08 Supplementation of Compensation Award

When a regular employee suffers an injury approved by the Workers' Compensation Board (WCB) under the Workers' Compensation Act, such employee's normal net salary shall continue to be paid by the School Board if the employee has sick leave credits. In such cases, the difference between the normal net salary and the WCB contribution shall be deducted from the employee's accumulated sick leave.

If the affected employee has no sick leave accumulated they shall receive the WCB contribution directly from the WCB.

28.09 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:

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

b) 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 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 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 29: SAFETY AND HEALTH

29.01 Harassment

The Board recognizes the right of all employees to work in an environment free of harassment. The Board accepts its responsibility to promote, monitor and maintain a workplace environment free of harassment.

Harassment shall be defined as:

a) **Sexual harassment**

Sexual harassment means any conduct, comments, gesture or contact of a sexual nature.

1. That is likely to cause offence or humiliation to any employee, or

2. That might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

b) **Personal harassment**

Personal harassment means any comment or action that is likely to demean, belittle, or humiliate an employee.

c) **Process**

A complaint may be filed with a Supervisor, Administrative Officer and/or Senior Board Official. The Human Resources Department shall be notified of the complaint.

A meeting between the parties shall be convened to ascertain the validity of the alleged complaint. The alleged harasser who may be accompanied by a union/staff representative shall attend. The complainant may attend and may be accompanied by union/staff representative.

In cases where sexual harassment may result in the transfer of the employee, it shall be the harasser who is transferred, EXCEPT that the harassee may be transferred with that employee's consent.

In the event that the issue remains unresolved either employee may refer the matter to the Grievance Committee Step (5) of the Grievance Procedure.

Complaints of this nature shall be treated in strict confidence by both the Association/Union and the Board.

29.02 Medical Examination

All employees operating VDT, duplicating machines and computer in excess of twenty (20) hours per week shall be sight and hearing tested on a yearly basis at the request of the employee, the cost to be borne by the Board if beyond current medical coverage.

29.03 Rehabilitation

When due to injury or sickness, an employee becomes partially incapacitated and unable to perform his/her normal duties, the Board agrees to rehabilitate such employee in a lesser or part-time position if such a position is available or as soon as one becomes available. This position should be within his/her physical capabilities and qualifications at a salary appropriate to the position to which he/she is appointed.

29.04 District Health and Safety Committee

A District Health and Safety Committee shall be established and composed of not less than five (5) representatives appointed by the Board and not less than five (5) representatives appointed by the Union. The Committee shall hold meetings when requested by either of the parties and all unsafe or dangerous conditions shall be taken up and dealt with by the Committee. Representatives of the Union shall be appointed from each of the transportation, maintenance, custodial services, education assistants and clerical staff.

29.05 Safety and Health

The Board and Union recognizes the Workers' Compensation Act and Industrial Health and Safety Regulations and will work in conjunction to adhere to the Act and the Regulations.

29.06 Surveillance Equipment

The Board shall provide black boxes on all buses by the expiry date of this Collective Agreement. Three (3) video cameras with two (2) hour duration.

ARTICLE 30: TECHNOLOGICAL CHANGE

30.01 Technological Change Defined

Technological change means the introduction by the Board of new types of equipment, new methods of operation or organization, new related procedures and/or the requirement of obtaining new skills that affect the terms and conditions or security of employment of the employees to whom this Agreement applies.

30.02 Advance Notice and Discussion Between the Parties

The Board shall give not less than sixty (60) calendar days notice in writing to the Union of its intention to introduce technological change. Upon receipt of such notice the Union shall, within ten (10) calendar days, meet with the Board to discuss the intended technological change.

Discussion between the parties shall include the opportunity for training, retraining or transfer in accordance with the provisions of Article 30.03, of those employees who will be displaced by the said change.

30.03 Placement of Affected Employees

The Board shall endeavour to place an employee who is to be displaced by technological change in other work consistent with his/her seniority, mental or physical ability, or other qualifications and to provide any necessary training or retraining. Except by mutual agreement or in an emergency, new probationary employees shall not be hired during the sixty (60) calendar days referred to in Article 30.02.

30.04 Severance Pay

a) The Board shall provide severance pay equivalent to one (1) week pay at the employee's current rate for each year of service, to a maximum of twenty-six (26) weeks, to an employee who becomes redundant due to the introduction of technological change, PROVIDED THAT:

b) An employee who is to be displaced by technological change shall not be entitled to severance pay if he/she refused to be placed in other work or to undergo training or retraining as provided for in Article 30.03, EXCEPT THAT:

c) An employee shall, if he/she so elects, be entitled to severance pay if the only other work in which he/she can be placed, or for which he/she can be trained or retrained, falls within a lower classification than the job currently held by him/her.

30.05 Arbitration

If agreement is not reached by the parties following discussion under Article 30.02, or if the Union claims that the Board has violated any agreement arrived at by the parties following such discussion, the dispute shall be referred to arbitration under the provisions of Article 13 of this Agreement.

30.06 Shortage of Work

The provisions of this Article do not apply to employees who are laid off or whose services are terminated due to shortage of work.

ARTICLE 31: JOB SECURITY

31.01 Contracting Out

a) In order to provide job security for the members of the bargaining unit, the Board agrees that all work or services presently and normally performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part, to any other plant, person, company or non-unit employee.

b) Notwithstanding the above, the Board shall have the right to contract capital work projects.

c) The Board agrees to endeavour to provide these projects to our bargaining unit members whenever possible.

d) 1. Society buses are used primarily for extra-curricular activities.

2. When a Society Bus is used to transport students for curricular trips during the regular school day (e.g. typically between the hours of 8:00 a.m. to 3:00 p.m.) a District School Bus Operator will be used, with the exception of students in the Alternative Program.

3. If a trip extends beyond the regular school day a District School Bus Operator may be used.

ARTICLE 32: TEMPORARY EMPLOYEES

32.01 Temporary Employee Defined

A temporary employee shall be defined as an employee who has been hired to:

a) Work on Capital Work projects.

b) Relieve in established posted positions or on a day by day call-in basis.

c) Augment the regular work force on seasonal projects.

32.02 Benefit Entitlements

Temporary employees who have acquired one thousand and forty (1040) hours worked and who work a minimum of seventeen and one-half (17 1/2) hours per week in categories which have a normal thirty-five (35) hours per week schedule or twenty (20) hours per week for categories which have a normal forty (40) hours per week schedule averaged bi-weekly shall, upon request by the employee, be entitled to receive benefits. The employee shall reimburse the Board the monthly premiums if the employee has not worked the minimum seventeen and one-half (17 1/2) or twenty (20) hours, as applicable in the weeks of that month.

32.03 Termination

a) Temporary employees may be terminated within three hundred and twenty (320) hours worked when they fail to meet the required standards of the position, subject to the grievance procedure.

b) Temporary employees who have in excess of three hundred and twenty (320) hours worked may be terminated under the probationary standard of suitability, subject to the grievance procedure.

32.04 Sick Leave

Temporary employees shall be entitled to sick leave on the basis of seven decimal one four two nine percent (7.1429 %) of hours paid to be credited on each pay period.

32.05 Vacation Pay and Statutory Holiday Pay

a) Temporary employees shall receive four percent (4%) of their gross earnings as holiday pay in their first year of employment. After one thousand three hundred and eighty-seven (1387) hours worked they shall receive six percent (6%) holiday pay of their gross earnings.

b) Temporary employees may request from the Employer to take time off up to three (3) weeks without pay for purposes of vacation at any time during the year. Requests will not be unreasonably withheld.

32.06 Refusal of Work

Temporary employees who are called on temporary assignments and who refuse to report without good reason will be removed from the temporary list after seven (7) refusals.

32.07 Method of Making Appointments to Regular Positions

When temporary employees apply for a regular position the applicant with the greatest temporary seniority and having the required qualifications, skills and abilities to perform the job applied for shall be awarded the position pursuant to articles 15.01 (b) and 16.12.

32.08 Temporary Assignments

Subject to operational requirements the Board shall endeavour to assign the qualified temporary employee with the greatest amount of hours worked to posted and call-in assignments.

32.09 Work Experience Students

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:

a) 1. Participation in work experience placement requires approval in writing by the Board (or designate) and the Union.

2. 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 workforce.

3. Such placement shall not exceed twenty (20) working days without mutual agreement between the parties.

b) Participation in a work experience placement by an employee is completely voluntary.

c) A work experience placement is not to be made when such placement will replace a regular or spareboard employee. Such placement shall not be used to avoid hiring a bargaining unit employee.

d) A person placed within the District in a work experience is not an employee with rights under the Collective Agreement, nor entitled to any preference over any regular or spareboard employee with respect to any rights or benefits resulting from employment.

ARTICLE 33: UNIFORM AND CLOTHING ALLOWANCE

33.01 Wet Weather Clothing

The Board will issue for use (but to remain the property of the Board) gumboots, rubber clothing and overalls as deemed sufficient by the Board or its designated official.

33.02 Office Employees

The Board shall supply all the print machine rooms at schools and the Board Office with a smock and gloves.

33.03 Safety Equipment

The Board shall supply rubber gloves and safety glasses where deemed necessary by the Board or its designated official.

33.04 Maintenance of Work Clothing

It shall be the responsibility of the Board to clean, launder and maintain all clothing and equipment issued as per Article 33.01 above.

33.05 Custodian Clothing

Each custodian shall be provided with three shirts and two pairs of pants to be worn on the job by all custodians. The School District agrees to pay thirty-seven cents ($.37) per shift effective July 1, 2000, per custodian to clean uniforms and keep in good repair.

33.06 School Bus Operators

a) Each School Bus Operator shall be provided with a suitable jacket jointly approved to be worn on the job when operating school buses.

b) Jackets shall be replaced when lost or as needed.

33.07 Safety Footwear

Any employee working in a position for thirty (30) working days requiring safety footwear will be entitled to a reimbursement up to three-hundred dollars ($300.00) per employee every three years as a contribution toward the purchase of mutually approved safety footwear. Employees will be required to provide the Board with a receipt in order to receive reimbursement.

33.08 Uniform and Clothing Allowance

The Board will provide a clothing allowance up to $60.00 (sixty) to cover the cost of a bathing suit and aqua shoes for the employees who enter a pool with a student in a swim program.

ARTICLE 34: GENERAL CONDITIONS

34.01 Bulletin Boards

The Board shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

34.02 Fire Insurance

The Board's fire insurance policy will cover the tools and equipment or clothing owned by employees and used in the performance of their duties with the Board.

34.03 CUPE Members on Joint Committees

Where committees are created by the Board which have joint Board and CUPE representation, CUPE shall select its members to that committee, who shall be released by the employer to attend meetings subject to operational requirements.

34.04 Pre-Retirement Counselling

The parties shall jointly maintain a programme of pre-retirement counselling.

a) The programme shall be administered jointly.

b) The parties shall maintain all counselling currently available and incorporate mutually acceptable methods in this programme.

34.05 Access to Worksite

Representatives of the Union shall have the right to transact Union business on school property and utilize District facilities and equipment for meetings and other union-authorized activities.

Such use shall be granted with permission of the appropriate administrative officer or supervisor in accordance with the current "joint-use" agreement and will not be unreasonably denied.

34.06 Internal Mail

The Union shall have access to the district courier service and employees' mail boxes, free of charge, for communication with bargaining unit members. Such access shall not be unreasonably denied.

ARTICLE 35: PRESENT CONDITIONS AND BENEFITS

35.01 Present Conditions and Benefits

Present conditions and benefits shall remain in effect.

ARTICLE 36: COPIES OF AGREEMENT

36.01 Copies of Agreement

The Union and the Board desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. The printing should be done by a Union Shop within thirty (30) days of signing, and the printing costs of the final approved contract will be shared equally with the Union and the Board.

ARTICLE 37: TERM OF AGREEMENT

37.01 Agreement Period

This Agreement shall be binding and remain in full force and effect from the 1st day of July, 2014 to the 30th day of June, 2019. After the expiry of the term of this Collective Agreement and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Industrial Relations Act, including the right to strike or lockout, the terms and conditions set out in this Collective Agreement shall be observed and not be varied EXCEPT by

mutual consent during the period that the Union remains the certified bargaining agent for employees covered by this Collective Agreement.

37.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

37.03 Negotiations

If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

37.04 Retroactivity

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

ARTICLE 38: PROFESSIONAL DEVELOPMENT

38.01 Professional Development Days

All employees shall be entitled to take part in two (2) district supplied professional development days per school year.

38.02 Joint Professional Development

Joint Committee - Activities and fund disbursements shall be initiated and monitored by a joint professional development committee.

The Joint In-service Committee is mandated to create an appropriate in-service model based on the needs of the parties including selection of appropriate facilitators.

The Committee is composed of five (5) union appointees and representatives from management. The parties provide co-chairs for the Committee.

38.03 Time off for Professional Development

The parties agree that employees shall be entitled to time off with pay for professional development subject to funding in the professional development account.

IN WITNESS WHEREOF the Corporate Seal of the Board has been hereunto affixed, attested to by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union the day and year first above written.

THE CORPORATE SEAL of the BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 62 (SOOKE) was hereunto affixed by and in the presence of:

Bob Philipps, Chairperson

Harold Cull, Secretary-Treasurer

SIGNED, and SEALED by the President and Secretary-Treasurer of the CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 459 (SOOKE SCHOOL BOARD EMPLOYEES)

Cameron Gordon-Findlay, President

Lynn Straiton, Secretary-Treasurer

LETTER OF UNDERSTANDING # 1 (1999-2003 #1)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Loss of Seniority or Continuous Service Record

The parties may agree to vary the terms of Article 15.03 by prior written agreement for employees requesting leave of absence to work in a temporary excluded School District No. 62 (Sooke) position or in a temporary seconded position with another employer.

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING # 2 (1999-2003 #3)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Facilities Advisory Committee

The parties agree that the facilities advisory committee will meet at least three times a year to allocate amounts of money for renovation projects funded by the Annual Facilities Grant (AFG). The committee is also mandated to set priorities for equipment replacement, new equipment and site improvement projects.

A CUPE representative assigned by the union from the maintenance department will be a member of the committee.

Dated this 23 **day of** December**, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING # 3 (1999-2003 #4)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Special Needs Education Assistant Appointment

When operational requirements are such that a student with special needs requires an Education Assistant with special skills the employer shall be able to appoint an Education Assistant with the required special skills to accommodate the student until a posting is completed provided the posting is filled within thirty (30) days.

Such appointments must be offered in seniority order to qualified employees. If no one volunteers the most junior person may be appointed.

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING # 4 (1999-2003 #6)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: District Policy # E112 – Supervision of Students

The parties agree the School District's Policy #E112 that students shall not be left unsupervised in the school premises after school hours is in place. Supervision may be direct or indirect and not necessarily in the same room. The supervision is to be provided by staff whose duty would normally encompass student supervision. Staff such as custodians should not be expected to supervise students.

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING # 5 (2003-2006 #9)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: AVID Tutor Program

Background:

In September 2005, the Sooke School District will begin implementation of the AVID program. This program requires tutor support which will be provided by our students; students who are currently enrolled in a post-secondary program or volunteers.

For the pilot year of 2005/06, the Board of Education and CUPE Local 459 have agreed to the following to facilitate the tutor support. The parties will meet in June 2006 to evaluate the implementation of the Tutor Component of the AVID program in the Sooke School District.

The Sooke School District has three pilot sites (Dunsmuir, Spencer and Belmont) for a five-year research study that will investigate the effectiveness of the AVID (Advancement Via Individual Determination) program for grade 9-12 students. This study is being funded entirely by the Millennium Foundation. In September 2005 the program will begin at Dunsmuir and at Spencer Middle Schools with one grade 9 AVID class in each school.

Tutors will be responsible for working with the AVID teacher and students to facilitate collaborative study groups in a manner that is consistent with the principles of the AVID program.

AVID tutors do not work one-on-one with specific students. The Researchers specified AVID students could NOT have a Special Education designation that required learning support and could not be receiving regular Learning Assistance. AVID students are C- to C+ students who do not stand out in any particular way.

Their role is to facilitate collaborative study groups of 3-5 students that focus on one of the core academic subjects.

The goal of an AVID structured tutorial is four-fold:

a) to teach students the social skills needed to work collaboratively to solve homework or other class work problems;
b) to empower students to answer their own questions by posing questions which help students to think more deeply about what they are learning;

c) to guide students in high level discussions of critical topics as a means of developing vocabulary, enhancing discussion skills and fostering thought processes which will enable students to succeed in rigorous high school courses;

d) to reinforce writing skills through review of class notes, learning logs, quick writes and essay editorial sessions.

1. Criminal Record Checks will be done for all AVID Tutors and will be paid for by the District.

2. AVID Tutors who are not registered as students within our school district will become CUPE members but all of their terms and conditions of employment will be as outlined in this LOU. The Collective Agreement articles that will be applicable are Articles 2, 3, 4, 5, 6, 7, 12, 13, 14, and 29.

3. The District will pay to CUPE the initiation fee of $15 per year per AVID Tutor if they are to become a CUPE member as per #2.

4. All AVID Tutors will be paid a bursary of $750 upon completion of their assignment, subject to continued funding from the Millennium Foundation.

5. All AVID Tutors will be hired for a maximum of a 1-year term. AVID Tutors can be re-hired for repeated 1-year terms as necessary.

Any Education Assistants who are assigned to take AVID training will have the costs paid for by the District.

Dated this 23 **day of** December**, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING # 6 (2006-2010 #11)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Clause 23.07(a)

The parties agree that any benefits payable per this clause shall be paid to the estate of the deceased employee.

Dated this 23 **day of** December**, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER of UNDERSTANDING # 7 (2010-2012 #8)

between

BOARD of EDUCATION of
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION of PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Payroll Supervisor, Strong Start Coordinator and Wraparound Coordinator

The parties met on May 9th, 2008 to have a discussion related to three (3) positions that were not agreed to between the parties as per their status re: excluded versus included in the bargaining unit.

The positions identified as:
Payroll Supervisor
Strong Start Coordinator
Wrap Around Coordinator

During these discussions the parties agreed to the following:

1. That the Payroll Supervisor shall remain outside the scope of the bargaining unit and the union agrees to withdraw all grievances and Labour Relations Board applications to same.

2. That the Strong Start Coordinator and all future Strong Start based employees shall be included into the scope of the CUPE bargaining unit. In extending this voluntary recognition, the employer does not concede it was obliged to post and fill the initial position under the Collective Agreement. It extends recognition without prejudice to the stand it may take in the creation of new positions, other than Strong Start, in the future.

3. That the Wrap Around Coordinator and all future Wrap Around based employees hired to implement or carry out duties based on the Wrap Around philosophy shall be included into the scope of the CUPE bargaining unit. In extending this voluntary recognition, the employer does not concede it was obliged to post and fill the initial position under the Collective Agreement. It extends recognition without prejudice to the stand it may take in the creation of new positions, other than Wraparound, in the future.

4. That the positions identified in numbers 2 and 3 above shall enjoy all rights and privileges of the Collective Agreement except as outlined below.

   (a) Hours of Work: The parties agree to recognize a modified four-hour minimum hours of work. The hours recognized by the parties shall be averaged over a twenty eight (28) day pay period that would average out to one hundred and sixty (160) hours worked for a full time position.

(b) In order to facilitate the requirements of the positions it is recognized that some work may occur on evenings and/or weekends. No additional premiums will be required for such work.

(c) That the persons who currently occupy these positions shall continue in these positions and their seniority shall be recognized as the programs original start date.

(d) For a period of twenty-four months (until July 2010) the incumbents shall not be able to exercise their seniority in posting elsewhere in the District.

(e) The Board reserves the right to deny an employee the right to bump into a Wraparound and/or Strong Start Coordinator position if this would create a negative impact on either program.

(f) If the positions are cancelled and the incumbents are issued layoff notice the provision of Article 17 shall apply.

(g) The wage rate shall be $21.91 for Strong Start and $24.36 for the Wraparound Coordinator. Both these rates will remain as is for a period of two years to ensure that the services currently provided can continue, except that the general across-the-board increases of 2% will be applied as of July 1/08.

Both positions will be reviewed in February 2009 by the Joint Job Evaluation Committee as per our Collective Agreement. The final rates of pay will be determined by that process.

Since these are unique positions for which the District will be unable to retain on-call employees, short-term absences will be filled by contracting out to other agencies as opposed to using our on-call lists unless there are qualified on-call employees available in the District.

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER of UNDERSTANDING # 8 (2010-2012 #9)

between

BOARD of EDUCATION of
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION of PUBLIC EMPLOYEES
LOCAL NO. 459

Re: After School Care Program

The District has five employees who work in our After School Care Program, which is funded by Community Link. These employees have recently voted to join the CUPE bargaining unit, and these are the terms that the District proposes to ensure that the program can continue in its present form.

The positions are titled After School Care Coordinators and After School Care Assistants. The job description for each is attached.

The following agreement is proposed to resolve the above matters:

1. That the current After School Care Workers and all future After School Care Workers shall be included into the scope of the CUPE bargaining unit. In extending this voluntary recognition, the Employer does not concede it was obliged to post and fill the initial position under the Collective Agreement. It extends recognition without prejudice to the stand it may take in the creation of new positions, other than the After School Care Program, in the future.

2. That the positions above shall enjoy all rights and privileges of the Collective Agreement except as outlined below.

(a) Hours of Work: The parties agree that these positions will be added to clause 18.02 as being exempted from the four (4) hour minimum. Wherever it is possible, the District will add these hours to another position to try to ensure that the incumbent has a four (4) hour work day. However, if this is not possible, it will be able to stand alone as its own position exempt from the four (4) hour minimum requirement.

(b) That the persons who currently occupy these positions shall continue in these positions and their seniority shall be recognized as the programs original start date in these positions, unless they already have an earlier seniority date by virtue of being in our bargaining unit in another position.

(c) There shall be two (2) wage rates: $20.64 per hour for the After School Care Coordinator position which is responsible for overseeing the program, collecting fees, and completing paperwork, and $20.00 per hour for the After School Care Assistant position(s) at each site. These will be the

interim rates as per our Job Evaluation plan. Once these positions have been in place for 6 months, a final review will be done to confirm the rate of pay as per our Job Evaluation plan.

(d) Since these are unique positions for which the District will be unable to retain on-call employees, short-term absences will be filled by the senior, qualified employee at the location as per clause 16.03(e).

(e) Employees who are adding the hours for these positions to another assignment may work up to forty (40) hours per week at straight time.

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER of UNDERSTANDING # 9 (2010-2012 #10)

between

BOARD of EDUCATION of
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION of PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Professional Development

1. The Board and the Union have had an ongoing discussion regarding Professional Development and the Board's right to direct employees to attend employer-directed Professional Development. CUPE 459 maintains that the two designated Professional Development days shall be by selection of the employees' choice. Whereas the parties cannot agree and as a method to attempt to resolve this issue without having to utilize a third party, the parties agree to this trial LOU.

2. Professional Development Days in February will be by employee selection of a group of courses selected and approved by the Joint Professional Development Committee. All CUPE 459 members/District employees shall select the courses they wish to attend on this day.

3. Professional Development Days in October will be by employer direction on courses selected and approved by the Joint Professional Committee. All CUPE 459 members/District employees' course selection will be at the direction of the employer.

4. The parties agree that employees may be able to access up to the equivalent of 1 additional day for further Professional Development that will assist employees in their existing jobs or other jobs that fall within the CUPE compliment of School District #62.

   The application process shall be as follows:

   - Employees will submit a written application a minimum of sixty (60) days prior to the day of the course to Human Resources. This application must identify the rationale for providing the additional Professional Development day.
   - The applications shall be reviewed by a Committee comprised of two (2) management and two (2) CUPE members for approval based on these criteria: cost, applicability to a job in the District/CUPE, duration, and operational requirements (such as, but not limited to, availability of replacement staff).
   - The rejected application shall be returned to the applicant(s) with copies to the Union outlining the reason for rejection.

It is to be understood that this LOU is not applicable to any requests as per clause 25.05(a) of our Collective Agreement.

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING # 10 (2010-2012 #11)

Between the

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

And the

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Nature Kindergarten - Early Childhood Educator (ECE)

The parties met on April 18, 2012 to discuss issues related to the Nature Kindergarten ECE position.

The following agreement is proposed to address the uniqueness of this position.

1. That the Nature Kindergarten ECE and all future Nature Kindergarten based employees shall be included into the scope of the CUPE bargaining unit. In extending this voluntary recognition, the employer does not concede it was obliged to post and fill the initial position under the Collective Agreement. It extends recognition without prejudice to the stand it may take in the creation of new positions, other than Nature Kindergarten ECE, in the future.

2. That the position identified above shall enjoy all rights and privileges of the Collective Agreement except as outlined below.

(a) Hours of Work: The parties agree to recognize a modified four (4) hour minimum hours of work. The hours recognized by the parties shall be averaged over a twenty eight (28) day pay period that would average out to one hundred forty (140) hours worked for a full-time position.

(b) In order to facilitate the requirements of the positions it is recognized that some work may occur in evenings. No additional premiums will be required for such work.

(c) For a period of twenty-four (24) months (until July 2014) the incumbents shall not be able to exercise their seniority in posting elsewhere in the District.

(d) The Board reserves the right to deny an employee the right to bump into a Nature Kindergarten ECE position for the two pilot years, 2012 - 2013 and 2013 - 2014, if this would create a negative impact on the program.

(e) If the position is cancelled and the incumbent is issued layoff notice, the provisions of Article 17 Layoffs and Recalls for Regular Employees shall apply.

(f) The wage rate shall be $22.35 per hour. This position will be reviewed in January, 2013 by the Joint Job Evaluation Committee as per our Collective Agreement. The final rate of pay will be determined by

that process. Should there be a general wage increase to CUPE positions in the future it will be attached to this position.

Dated this 23 **day of** December**, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING # 11 (2012-2014 #10)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Agreed Understanding of the Term Education Assistant

For the purposes of this Collective Agreement, where applicable, the term Education Assistant (EA) has the same meaning as Teaching Assistant as found in the 2010-2012 Collective Agreement and is not intended to alter or amend any terms or conditions of employment.

The parties will meet to review existing position titles and develop a schedule of position(s) that require the incorporation of the position title Education Assistant (EA).

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING #12 (2012-2014 #11)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

And

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Committee to Amend Grievance Procedure

There will be a Joint Committee to discuss amending Article 12.05 of the Collective Agreement.

Purpose is to review the existing language and make recommendations to the parties to rewrite the procedure to:

- Streamline the process
- Review and amend timelines for submission and responses to grievances
- Increase the potential for **face to face** meetings between the parties

The Committee will consist of two members from the Employer and two from the Union.

The Committee will meet within thirty (30) days of ratification of the Collective Agreement.

The parties will meet at least once a week, or as mutually agreed by the Committee.

Discussions will be in camera and without prejudice to either party on any outstanding issues.

Recommendations for amendments to the grievance procedure will be taken to the respective principals for ratification / implementation.

Recommendations approved by the principals will be written up as a Letter of Understanding and will be appended to the Collective Agreement.

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING #13 (2012-2014 #12)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

And

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Article 22.07 – Form

Employees who currently have deferred vacation time **based on a snapshot as of December 1, 2013,** in accordance with Article 22.07 will not be required to use their deferred vacation time in the subsequent vacation year but it must be used prior to December 31, 2018.

When an employee who currently has deferred vacation uses their deferred vacation **or any portion thereof** and applies for additional deferred time under this article, the procedures and form agreed to will apply to new requests for deferral.

Employees who currently have deferred time accrued as of December 1, 2013, DO NOT have to apply annually to continue to defer vacation time, **up to December 31, 2018.**

Example: In 2014, I apply to defer ten (10) days to "the subsequent year." This means I have to use these ten (10) days by December 31, 2015. Any days not taken by December 31, 2015, will be paid out in January 2016.

Form Draft

As per Article 22.07 of the Collective Agreement, I wish to make special application to defer _____days (max.15) vacation to be used in the subsequent vacation year.

I understand that any unused vacation accrual will be paid out in January of the year following the deferral year.

The reason for this special application is:

_____

_____

_____	_____	_____
Applicant Name	Applicant Signature	Date

Received by: _____ Date: _____
Supervisor/Principal Signature

Approved / Not Approved by: _____ Date: _____
Human Resources Department

cc: CUPE 459

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING # 14 (2012-2014 #13)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Spring Closure Week 2015

This Letter of Understanding documents the agreements between the parties to facilitate an additional one week closure of schools and worksites within School District #62 for the week of March 9 to 13, 2015, immediately preceding the week of Spring Break scheduled for the week of March 16 to 20, 2015.

Whereas:

A. Historically the Spring Break in Sooke School District has been for a period of one week.

B. The Board of Education has received a motion that will result in the School District closing schools and facilities for a period of one week additional to the Spring Break week commencing in the 2014/2015 school year.

C. The Union is concerned that its members will either be required to take vacation or to take a leave of absence without pay during the extended Spring Break, resulting in a loss of income.

D. The Parties wish to reduce or eliminate the impact on CUPE employees by permitting employees to work extra time throughout the school year in order to take the extra week of Spring Break without loss of income.

E. The Parties have reached an agreement setting out how this will be accomplished.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. All continuing and temporary employees in posted positions during the 2014/2015 school year, at all worksites, will participate in the Agreement and bank additional time worked to allow them to be paid their regular pay during the closure week of March 9 to 13, 2015.

2. Elementary, Middle and Secondary schools will be increasing their instructional day by eight (8) minutes per day throughout the school year to facilitate the reduction of five (5) school days, March 9 to 13, 2015.

3. Employees in posted positions will be allowed to decide not to participate in the Letter of Understanding subject to the approval of their school Principal or Manager, on a one-time-only basis by signing and returning a form (to be provided) up to, but not later than 4:00 pm on September 30, 2014. Such employees who opt out will be required to use vacation and/or banked time in order to be paid for the period of March 9 to 13, 2015. If a signed form is not received by this date, employees will automatically be enrolled with no further provision for opting out. Any time banked prior to opting out will be paid out or transferred to the employee's overtime banks at straight time rates.

4. Employees will work their additional time during the available weeks between September 2, 2014, and June 30, 2015, (other than during Christmas Break and Spring Break) except as otherwise determined within this Letter of Understanding.

5. Employees who are not in posted positions and are working on-call will not accumulate additional time in order to be paid during March 9 to 13, 2015. These employees will be paid for all hours worked during each two-week pay.

6. Pay for the extended Spring Break week will be paid based on the employees' rate of pay at the start of Spring Break (March 23, 2015.)

7. The overtime provisions of Article 19 will not apply for additional time worked in connection with this Letter of Understanding.

8. Employees on a leave of absence approved by the employer shall be deemed to have accumulated the required minutes as though they were working.

9. Unforeseen issues arising out of the application and administration of this Letter of Understanding will be addressed in a timely manner and resolved by the Board and the Union in a mutually satisfactory manner.

10. This Letter of Understanding applies only to the 2014- 2015 school year. If the Board decides to continue with an extended Spring Break after this school year, the parties will determine whether to continue the arrangement in its present form or modify it as may be appropriate in light of prevailing circumstances and the lessons learned from this years' experience.

Dated this 23 **day of** December**, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING # 15 (2014-2019 #15)

between

BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. (62)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO. 459

Re: Article 15.03 (b) Loss of Seniority or Continuous Service Record – Resignation

The parties agree that in the event that a regular employee voluntarily resigns his/her regular position and is on an on-call list (casual list), Article 15.03 (b) shall be interpreted as follows:

When an employee has a regular position and is also on an on call list (casual list) and they choose to resign their regular position, they will in fact be resigning from all positions and/or status with the school district, both the regular position and the on-call (casual) status.

The employer confirms when accepting the employee's voluntary resignation from their regular position the following will apply:

1. Lose all seniority (regular and secondary)
2. Terminate from the School District (entirely)
3. Need to re-apply to be hired (no guarantee)

Clarification: If an employee holds more than one regular position and they voluntarily resign from one of the regular positions but still hold another regular position, they do not lose seniority nor are they terminated from the School District. The above process does not apply.

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING # 16 (2014-2019 #16)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Spring Closure Week 2016

This Letter of Understanding documents the agreements between the parties to facilitate an additional one week closure of schools and worksites within School District #62 for the week of March 14 to 18, 2016, immediately preceding the week of Spring Break scheduled for the week of March 21 to 25, 2016.

Whereas:

A. Historically the Spring Break in Sooke School District has been for a period of one week.

B. The Board of Education has received a motion that will result in the School District closing schools and facilities for a period of one week additional to the Spring Break week commencing in the 2015/2016 school year.

C. The Union is concerned that its members will either be required to take vacation or to take a leave of absence without pay during the extended Spring Break, resulting in a loss of income.

D. The Parties wish to reduce or eliminate the impact on CUPE employees by permitting employees to work extra time throughout the school year in order to take the extra week of Spring Break without loss of income.

E. The Parties have reached an agreement setting out how this will be accomplished.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. All continuing and temporary employees in posted positions during the 2015/2016 school year, at all worksites, will participate in the Agreement and bank additional time worked to allow them to be paid their regular pay during the closure week of March 14 to 18, 2016. The parties agree to move March 25, 2016, (Good Friday Statutory Holiday) to Tuesday March 29, 2016, after March 28, 2016 (Easter Monday.) All CUPE support staff will return to work on Wednesday March 30, 2016.

2. Employees in Elementary, Middle and Secondary schools will be increasing their workday by the minutes identified in the chart on the following page throughout the school year to facilitate the reduction of five (5) school days, March 14 to 18, 2016.

3. Employees in posted positions will be allowed to decide not to participate in the Letter of Understanding on a one-time-only basis by signing and returning a form (to be provided) up to, but not later than 4:00 pm on September 30, 2015. Such employees who opt out will be required to use vacation and/or banked time in order to be paid for the period of March 14 to 18, 2016. If a signed form is not received by this date, employees will automatically be enrolled with no further provision for opting out. Any time banked prior to opting out will be paid out or transferred to the employee's overtime banks at straight time rates.

4. Employees will work their additional time during the available weeks between September 8, 2015, and June 30, 2016, (other than during Christmas Break and Spring Break) except as otherwise determined within this Letter of Understanding.

5. Employees who are not in posted positions and are working on-call will not accumulate additional time in order to be paid during March 14 to 18, 2016. These employees will be paid for all hours worked during each two-week pay.

6. Pay for the extended Spring Break week will be paid based on the employees' rate of pay at the start of Spring Break (March 11, 2016.)

7. The overtime provisions of Article 19 will not apply for additional time worked in connection with this Letter of Understanding.

8. Employees on a leave of absence approved by the employer (i.e. including confirmed sick leave) shall be deemed to have accumulated the required minutes as though they were working.

9. Unforeseen issues arising out of the application and administration of this Letter of Understanding will be addressed in a timely manner and resolved by the Board and the Union in a mutually satisfactory manner.

10. For all employees who work during the instructional day (between the bells) the additional time to be worked will be at the end of the instructional day. For those employees who work outside of the bells or instructional day, they may either work the time prior to their regular shift start time or at the end of their regular shift end time. In order to facilitate an alternative work schedule all members of a department will be required to either start early or end later (i.e. the custodial department or transportation department etc. all start early or all end later not individualized start and end times.)

11. This Letter of Understanding applies only to the 2015- 2016 school year. If the Board decides to continue with an extended Spring Break after this school year, the parties will determine whether to continue the arrangement in its present form or modify it as may be appropriate in light of prevailing circumstances and the lessons learned from this years' experience.

Chart 1	
Weekly Hours	Additional Minutes
40	12
35	11
30	9
28	8
20	6
5	2

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING # 17 (2014-2019 #17)

between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 62 (SOOKE)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 459

Re: Definitive Master of this Collective Agreement (2014-2019)

The Definitive Master of this Collective Agreement (2014-2019) shall be a digital Microsoft Word document. The Executive Director of Human Resources shall hold custody of one copy of this digital document and the Secretary-Treasurer of CUPE 459 shall hold custody of an identical copy of this digital document.

Dated this 23 **day of** December **, 2015.**

FOR THE BOARD:

FOR THE UNION:

SCHEDULE A

Pay Grade	Point Range	Job Title	Total Points	1-Jul-15 1%	1-May-16 0.45%	1-Jul-16 0.50%	1-May-17 1%	1-Jul-17 0.50%	1-May-18 1%	1-Jul-18 0.50%	1-May-19 1%
1	143-162			20.32	20.41	20.51	20.72	20.82	21.03	21.13	21.34
2	163-182			20.67	20.76	20.87	21.07	21.18	21.39	21.50	21.71
3	183-202	Clerk II School Meals Program Coordinator	193 199	21.00	21.09	21.20	21.41	21.52	21.73	21.84	22.06
4	203-222	Home Economics Assistant Teaching Kitchen Worker Supervision Assistant	203 215 222	21.34	21.43	21.54	21.76	21.86	22.08	22.19	22.41
5	223-242	Crossing Guard	236	21.68	21.78	21.89	22.11	22.22	22.44	22.55	22.78
6	243-262	Education Assistant Science	252	22.02	22.11	22.23	22.45	22.56	22.79	22.90	23.13
7	263-282	After School Care Assistant Central Call In Clerk	271 281	22.36	22.46	22.57	22.80	22.91	23.14	23.25	23.49

SCHEDULE A continued

Pay Grade	Point Range	Job Title	Total Points	1-Jul-15 1%	1-May-16 0.45%	1-Jul-16 0.50%	1-May-17 1%	1-Jul-17 0.50%	1-May-18 1%	1-Jul-18 0.50%	1-May-19 1%
8	283-302	Curriculum Secretary Clerk II - Westshore Library Assistant After School Care Coordinator	290 294 297 301	22.69	22.80	22.91	23.14	23.26	23.49	23.61	23.84
9	303-322	Aboriginal Education Secretary	314	23.05	23.15	23.27	23.50	23.62	23.85	23.97	24.21
10	323-342	Clerk Accounts/Registration-Westshore Board Office Receptionist Finance Department Clerk Environmental Technician *from Schedule "B" Mar 18/15* Aboriginal Ed. Support Worker Student Information Sec/Westshore Strong Start Coordinator	327 328 328 332 330 334 341	23.37	23.48	23.59	23.83	23.95	24.19	24.31	24.55
11	343-362	Clerk Middle/Secondary Nature Kind Early Childhood Educator	353 354	23.72	23.83	23.95	24.19	24.31	24.55	24.67	24.92

SCHEDULE A continued

Pay Grade	Point Range	Job Title	Total Points	1-Jul-15 1%	1-May-16 0.45%	1-Jul-16 0.50%	1-May-17 1%	1-Jul-17 0.50%	1-May-18 1%	1-Jul-18 0.50%	1-May-19 1%
12	363-382	Education Assistant	373	24.06	24.17	24.29	24.54	24.66	24.91	25.03	25.28
		Facilities Secretary	374								
		Work Experience Coordinator	377								
		Purchasing Assistant	377								
13	383-402	Equipment Operator II *from Schedule B July 1/15*	384	24.41	24.52	24.64	24.89	25.01	25.26	25.39	25.64
		Communication Facilitator	390								
		Landscape Horticulturalist	391								
		Education Assistant ASD Mentor	392								
		Ed Assistant Low Incidence Mentor	392								
		Student Info. Sys. Clerk	397								
		Help Desk and Computer Support	400								
		Transportation Clerk/Dispatcher	402								
13X		Building Trades Education Assistant ***(Consent Award 50% of increase - July 1/15 until meet band)***	397	25.89	25.95	26.01	26.14	26.21	26.34	26.40	26.54

SCHEDULE A continued

Pay Grade	Point Range	Job Title	Total Points	1-Jul-15 1%	1-May-16 0.45%	1-Jul-16 0.50%	1-May-17 1%	1-Jul-17 0.50%	1-May-18 1%	1-Jul-18 0.50%	1-May-19 1%
14	403-422	Clerk Accounts Belmont/EMCS/Royal Bay	403	24.73	24.84	24.97	25.22	25.34	25.60	25.72	25.98
		Intervenor	404								
		Payroll Technician (eff. 3/27/15)	405								
		Facilities Accounting Clerk	409								
		EA - Complex Needs	410								
		Visual Language Interpreter	412								
		Student Data Analyst (eff 7/1/14)	418								
15	423-442	Secretary II	423	25.08	25.19	25.31	25.57	25.70	25.95	26.08	26.34
		EA-Braille	425								
		Admin. Assistant - Student Support Services	428								
16	443-462	Senior Accounting Technician	445	25.41	25.53	25.65	25.91	26.04	26.30	26.43	26.69
		Building Technologist	445								
		Cook Teaching Kitchen	447								
		Secretary IV International Student Program (Eff. 4/19/15)	449								
16X		Leadhand Building Trades	451	27.54	27.60	27.67	27.81	27.88	28.02	28.09	28.23
		Leadhand Mechanical Trades	457								
		(Consent Award 50% of increase - July 1/15 until meet band)									

SCHEDULE A continued

Pay Grade	Point Range	Job Title	Total Points	1-Jul-15 1%	1-May-16 0.45%	1-Jul-16 0.50%	1-May-17 1%	1-Jul-17 0.50%	1-May-18 1%	1-Jul-18 0.50%	1-May-19 1%
17	463-482	Designated Senior Network Analyst (eff. 10/15/15)	470 471	25.74	25.85	25.98	26.24	26.37	26.64	26.77	27.04
17X		Leadhand Electrician ***(Consent Award 50% of increase - July 1/15 until meet band)***	480	27.87	27.93	28.00	28.14	28.21	28.35	28.42	28.56
18	483-502	Youth and Family Counsellor	484	26.08	26.20	26.33	26.59	26.72	26.99	27.13	27.40
19	503-522	Senior Secretary (Secondary/Middle School) Secretary IV - Continuing Education Wrap Around Coordinator (eff. 4/8/15)	504 504 515	26.43	26.54	26.68	26.94	27.08	27.35	27.49	27.76

UNDER REVIEW									
Aboriginal ESD Support Worker	23.37	23.48	23.59	23.83	23.95	24.19	24.31	24.55
Ed Assistant - Behavioural/Emotional	24.40	24.51	24.63	24.88	25.00	25.25	25.38	25.64
Ed Assistant - French Language	24.06	24.17	24.29	24.53	24.65	24.90	25.03	25.28
Strong Start Outreach Coordinator	23.37	23.48	23.59	23.83	23.95	24.19	24.31	24.55

SCHEDULE B

Calculation of Male Pay Line		GN Plan	1-Jul-15 +1%	1-May-16 0.45%	1-Apr-16 Consent Award	1-Jul-16 0.50%	1-Apr-17 Consent Award	1-May-17 1%	1-Jul-17 0.50%	1-Apr-18 Consent Award	1-May-18 1%	Jul 1/18 0.50%	1-Apr-19 Consent Award	1-May-19 1%
Bus Driver	*	327	22.65	22.76		22.87		23.10	23.21		23.45	23.56		23.80
Comp Support Network Analyst	*	394	22.64	22.74		22.85		23.08	23.20		23.43	23.55		23.78
Custodial Foreman	*	440	25.40	25.51		25.64		25.90	26.03		26.29	26.42		26.68
Custodian I	*	272	20.59	20.68		20.79		20.99	21.10		21.31	21.42		21.63
Education Assistant Technology	*	347	21.47	21.57		21.68		21.89	22.00		22.22	22.33		22.56
Grounds Maintenance I	**	405	21.62	21.72		21.83		22.04	22.15		22.38	22.49		22.71
Grounds Maintenance II Note 2	*	332	23.17	23.27	23.40	23.52	23.65	23.89	24.01		24.25	24.37		24.61
Gym Floor Crew Lead Hand	***	287	22.36	22.46		22.57		22.80	22.91		23.14	23.25		23.49
Gym Floor Crew	***	217	21.33	21.43		21.54		21.75	21.86		22.08	22.19		22.41
Head Custodian - Day Shift	*	337	23.38	23.48		23.60		23.84	23.95		24.19	24.32		24.56
Head Custodian Afternoon Note 1	*	357	22.98	23.08	23.21	23.33	23.46	23.69	23.81	23.94	24.18	24.30	24.43	24.67
Irrigation Technician Note 3	*	345	23.57	23.68	23.81	23.93	24.06	24.30	24.42		24.56	24.68		24.93
Labourer	*	197	19.60	19.69		19.79		19.99	20.09		20.29	20.39		20.60
Lead Hand Grounds	*	437	25.25	25.36		25.49		25.74	25.87		26.13	26.26		26.52

Note 1: Consent Award B to April 2021

Note 2: Consent Award A to April 2017, (Eval Dec 11/13)

Note 3: Consent Award A to April 2017, (Eval Nov 17/10)

* Rated under the Gender-Neutral Job Evaluation Plan

** Rated under old plan

***Not given a GN Rating - see Job Description

SCHEDULE B Continued

Calculation of Male Pay Line		GN Plan	1-Jul-15 +1%	1-May-16 0.45%	1-Apr-16 Consent Award	1-Jul-16 0.50%	1-Apr-17 Consent Award	1-May-17 1%	1-Jul-17 0.50%	1-Apr-18 Consent Award	1-May-18 1%	Jul 1/18 0.50%	1-Apr-19 Consent Award	1-May-19 1%
Blue Circled			1/2 of increase until reach GN regression line											
Equipment Operator I	*	320	23.48	23.54		23.60		23.71	23.77		23.89	23.97		23.48
Utility Driver/ Warehouseman	*	154	21.25	21.30		21.35		21.46	21.51		21.62	21.68		21.25
Trades														
Carpenter	*	416	26.20	26.26		26.33		26.46	26.52		26.66	26.72		26.86
Electrician I	*	450	26.46	26.52		26.59		26.72	26.79		26.92	26.99		27.12
Equipment Repair Person	*	389	25.75	25.81		25.87		26.00	26.06		26.20	26.26		26.39
Fleet Vehicle Mechanic	*	450	26.38	26.44		26.50		26.64	26.70		26.84	26.90		27.04
Grounds Foreman	*	488	27.45	27.51		27.58		27.72	27.79		27.93	28.00		28.14
Heating Mechanic	*	468	25.99	26.05		26.12		26.25	26.37		26.64	26.77		27.04
Joiner	*	377	25.68	25.73		25.80		25.93	25.99		26.12	26.19		26.32
Lead Hand Painter	*	400	27.32	27.38		27.45		27.59	27.66		27.80	27.87		28.00
Painter	*	365	26.13	26.19		26.25		26.38	26.45		26.58	26.65		26.78
Plumber	*	401	25.91	25.97		26.04		26.17	26.23		26.36	26.43		26.56

* Rated under the Gender-Neutral Job Evaluation Plan

PREMIUM RATES

Clause	Pay Type	Description	1-Jul-15 1%	1-May-16 0.45%	1-Jul-16 0.50%	1-May-17 1%	1-Jul-17 0.50%	1-May-18 1%	1-Jul-18 0.50%	1-May-19 1%
		Hourly Premiums								
20.01	540	Split Shift Premium	0.84	0.84	0.84	0.85	0.86	0.87	0.87	0.88
20.02	541	Night Shift Premium	0.84	0.84	0.84	0.85	0.86	0.87	0.87	0.88
25.06	542	Dirty Work Premium	0.84	0.84	0.84	0.85	0.86	0.87	0.87	0.88
25.07	560	Foreman's Allowance	3.16	3.17	3.19	3.22	3.24	3.27	3.28	3.32
25.07a	551	Supervision Premium	0.23	0.23	0.23	0.23	0.23	0.24	0.24	0.24
25.07d	551	Casual Supervision Premium	0.29	0.29	0.30	0.30	0.30	0.30	0.30	0.31
25.07b		Trades Supervision Allowance	1.34	1.34	1.35	1.36	1.37	1.39	1.39	1.41
25.10	528	First Aide Premium I	0.66	0.66	0.67	0.67	0.68	0.68	0.69	0.69
25.10	528	First Aide Premium II	0.84	0.84	0.84	0.85	0.86	0.87	0.87	0.88
25.11	548	Contractor Certificate Premium	0.65	0.65	0.65	0.66	0.66	0.67	0.67	0.68
25.12		Payroll Premium	0.71	0.71	0.71	0.72	0.72	0.73	0.74	0.74
25.13	550	Additional Trade Ticket Premium	0.95	0.96	0.96	0.97	0.98	0.98	0.99	1.00
25.15	549	Electrician II Premium	1.42	1.43	1.44	1.45	1.46	1.47	1.48	1.49
25.14	544	Pesticide Premium	3.59	3.60	3.62	3.66	3.68	3.71	3.73	3.77
25.17	543	Asbestos Abatement Premium	3.59	3.60	3.62	3.66	3.68	3.71	3.73	3.77
25.18	557	Special Needs Premium	0.58	0.58	0.58	0.59	0.59	0.60	0.60	0.60
25.21	547	Grounds-Capital Premium	5.63	5.65	5.68	5.74	5.76	5.82	5.85	5.91
25.22	555	Comp/Technician Premium	2.31	2.32	2.33	2.36	2.37	2.39	2.41	2.43
		Other - No Increase								
33.05	545	Cleaning Allowance	0.37	0.37	0.37	0.37	0.37	0.37	0.37	0.37
25.25	546	Lead Hand Capital Premium *	1.70	1.70	1.70	1.70	1.70	1.70	1.70	1.70
	562	Labour Market Adj - IT	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
			3.59	3.59	3.59	3.59	3.59	3.59	3.59	3.59
			5.47	5.47	5.47	5.47	5.47	5.47	5.47	5.47

***should not have increased**

will revert to $1.70 Jul 1/15

MEMORANDUM OF SETTLEMENT
"Memorandum"

Between

BOARD OF EDUCATION for SCHOOL DISTRICT (No 62)
(Sooke School District)
"Employer"

And

CANADIAN UNION OF PUBLIC EMPLOYEES, Local(459)
"Union"

The parties to this Memorandum of Settlement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

Continuing Provisions of the Current Collective Agreement

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2014 will be incorporated in their entirety into the revised collective agreement between the parties.

Effective Date

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Memorandum.

Changes to the Revised Collective Agreement

The July 1, 2012 – June 30, 2014 Collective Agreement will continue in force and effect until June 30, 2014 except as modified by the following:

Appendix "A" – Local Memorandum of Agreement between the Board of Education for School District [No 62] [Sooke School District] and the Canadian Union of Public Employees Local [459], dated June 17, 2014 which sets out all other agreed changes to the Collective Agreement.

Appendix "B" – Provincial Framework Agreement between BC Public School Employers' Association & CUPE BC K-12 Presidents' Council & Support Staff Unions dated June 7, 2014..

These changes shall be included in the 2014 – 2019 Collective Agreement.

Ratification

This memorandum is subject to ratification by the Board of Education for School District [No 62][Sooke School District], the BC Public School Employers' Association and the membership of CUPE Local [459].

AGREED June 24, 2014, 2014

Board of Education for School District [No 62]

CUPE Local [459]

MEMORANDUM OF SETTLEMENT APPENDIX "A"

Local Memorandum of Agreement

between

the Board of Education for School District [No 62] [Sooke School District]

and

the Canadian Union of Public Employees Local [459]

The parties hereby agree to the following amendments to the 2012-2014 Collective Agreement:

Each signed off item is attached for reference.

Article	Item

Article 15.03 (d) Loss of Seniority or Continuous Service Record
Article 25.04 (a) Mileage Allowance
Estoppel letter dated June 11, 2014 revised June 17, 2014

New LOU'S:

New – LOU # 11 Article 15 Seniority (Voluntary Resignation from regular position while on a casual/on-call list)
New – LOU # 12 (2) Week Spring Break

Dated the 19 of June, 2014

School District #62
(Sooke School District)

CUPE Local [459]

MEMORANDUM OF SETTLEMENT APPENDIX "B"

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

The K-12 Presidents' Council and Support Staff Unions ("the Unions")

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than November 30, 2014.

1. Term

July 1, 2014 to June 30, 2019.

2. Wage Increases

Wages will increase by 5.5%. Increases will be effective on the following dates:

- July 1, 2015 1.0%
- May 1, 2016 Economic Stability Dividend
- July 1, 2016 0.5%
- May 1, 2017 1.0% plus Economic Stability Dividend
- July 1, 2017 0.5%
- May 1, 2018 1.0% plus Economic Stability Dividend
- July 1, 2018 0.5%
- May 1, 2019 1.0% plus Economic Stability Dividend

The terms of the Economic Stability Dividend are described in Appendix A.

3. Employee Support Grant

BCPSEA, the Unions and the Government agree to the principle that support staff union members who have lost wages as a result of not crossing lawful picket lines during full days of the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.

4. Benefits Standardization

The Parties agree to pursue a voluntary standardized extended health plan to be implemented during the term of the collective agreement in accordance with the terms laid out in Appendix C.

5. The Support Staff Education and Adjustment Committee (SSEAC)

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs

b) a study of the potential for regionalization of wages

c) an exploration of the potential for a standardized extended health and dental benefit plan

d) recommendations to address issues associated with hours of work and service delivery

e) a review of practices in districts having modified school calendars and the resulting impact on support staff

f) skills enhancement for support staff

There will be a total of $100,000 of annual funding allocated for the purposes set out above commencing July 1, 2015. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

6. Education Assistants Committee

a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.

b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.

c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.

d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.

e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.

f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

7. Learning Improvement Fund – Support Staff

The funds stipulated in Item 1 of the LOA – Learning Improvement Fund: Support Staff Priorities (Appendix D) are the greater of $10 million or 20% of the LIF commencing on July 1, 2015. These funds will be allocated to School Districts in accordance with the following principles as per established SSEAC procedures:

a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.

b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.

c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.

d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.

e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.

f) SSEAC will receive the jointly agreed plans from school districts and locals.

g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.

h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.

i) If permitted by legislation and regulation, a one-time allocation of $2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

8. PEBT

a) Date adjustment for the annual funding of the PEBT LTD plan:

Change the date of the annual funding payment of $19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with $19,428,240 each April 1.

The annual contribution period will continue to be based on the calendar year.

Recognizing the impact on interest earnings as a result of the three (3) month delay in 2015, the PEBT will be provided with a one-time interest payment by the Ministry of Education of $300,000 on January 2, 2015.

b) Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the viability of administering all support staff EFAP plans.

9. Shared Services

The Parties will write a joint letter to the Ministry seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertakings that may have an impact on support staff positions.

10. Demographic, Classification and Wage Information

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

11. Standardized Job Evaluation Study

The Parties will establish a provincial joint job evaluation steering committee (the JE committee) within thirty (30) days following the signing of this framework agreement. The committee is responsible to create a provincial job evaluation plan which may include a regional or local approach. The JE tool will be based upon the CUPE gender neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

The committee will report out to the Parties at key milestones during the development of the plan. Should any concerns arise during the development they will be discussed and resolved by the Parties at that time.

Upon successful completion of the plan the Parties will identify one local in each of the seven established CUPE regions to pilot the plan prior to full implementation.

12. Job Evaluation Fund

To fund the development work of the JE committee during 2014 the Parties agree to a one-time allocation of $50,000 from SSEAC.

To facilitate the implementation of the provincial job evaluation plan a fund will be established within SSEAC with an initial one-time allocation of $250,000 on July 1, 2015 and annually each year thereafter during the term of the framework agreement, for a total of $1,000,000 in one-time funding.

In addition to the one-time allocations, ongoing annual funds of $900,000 will be added to the job evaluation fund for implementation purposes at January 2, 2019. Any residual ongoing funds that are available after the implementation of the standardized benefit plan will be added to the job evaluation fund.

13. Provincial Bargaining

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding of $200,000 to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. This funding will be allocated as of July 1, 2016.

14. Unpaid Work

In accordance with the *Employment Standards Act*, no employee shall be required or permitted to perform unpaid hours of work.

15. Workload Concerns

The Parties agree that employees should be provided with a reasonable workload. Employees with workload concerns are encouraged to bring these concerns to their supervisor or union in order that the concerns can be addressed.

16. **Modified Calendar**

The parties recognize calendar changes are an area of concern for local support staff unions. For future calendar amendments during the term of the collective agreement the Parties agree to review and compile best practices on existing modified calendars.

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.

Dated this 7th day of June, 2014.

The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

K-12 Presidents' Council and Support Staff Unions	**BC Public School Employers' Association & Boards of Education**
[Original signed by Bargaining Committees]	
_____	_____
_____	_____
_____	_____
_____	_____

2014-2019 FRAMEWORK AGREEMENT APPENDIX "A"

LETTER OF AGREEMENT
BETWEEN:
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
K-12 PRESIDENTS COUNCIL

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

   (i) February Budget – Forecast GDP for the upcoming calendar year;

   (ii) November of the following calendar year – Real GDP published for the previous calendar year;

   (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;

   (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

   For collective agreement year 3 (2016/17):

   (i) February 2015 – Forecast GDP for calendar 2015;

   (ii) November 2016 – Real GDP published for calendar 2015;

   (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;

   (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend

   (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

2014-2019 FRAMEWORK AGREEMENT APPENDIX "B"

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

The K - 12 Presidents' Council and Support Staff Unions ("the Unions")

And:

Her Majesty the Queen in Right of the Province of BC as Represented by the Ministry of Education ("the Government")

Re: Employee Support Grant for May/June 2014

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA during May and June 2014 as set out in this letter.

2. Subject to the terms of this Letter:

   (a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.

   (b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.

   (c) If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

BCPSEA

[Original signed by Marcel Marsolais]

K-12 Presidents' Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her Majesty in Right of the Province of BC

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

The CUPE K - 12 Presidents' Council and Support Staff Unions ("the Unions")

And:

Her Majesty the Queen in Right of the Province of BC as Represented by the Ministry of Education (the "Government")

Re: Employee Support Grant for after June 30, 2014

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may be entitled to recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA after June 30, 2014.
2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
5. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

BCPSEA

[Original signed by Marcel Marsolais]

K-12 Presidents' Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her Majesty in Right of the Province of BC

2014-2019 FRAMEWORK AGREEMENT APPENDIX "C"

Provincial Support Staff Extended Health Benefit Plan

TERMS OF REFERENCE

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

K-12 PRESIDENTS COUNCIL

Re: Exploration of a Greater Standardization of Benefits Plans

The parties agree to move to an optional standardized provincial extended health benefits plan (standardized plan) which would include the majority of support staff members. To further such change the parties agree to form a working committee with the goal of achieving agreement on a standardized extended health benefits plan.

Terms of Reference:

1. The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10th, 2014.
2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.
7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of $3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.
9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13th, 2014 or a mutually agreed upon day.

2014-2019 FRAMEWORK AGREEMENT APPENDIX "D"

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED BY THE MINISTRY OF EDUCATION

RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities

WHEREAS:

The Ministry has established and maintains additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant (EA) work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of $10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.

2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.

3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.

4. This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

BCPSEA

[Original signed by Marcel Marsolais]

Support Staff Unions

[Original signed by Paige MacFarlane]

Ministry of Education

HISTORICAL APPENDIX "A"

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

The CUPE K-12 Presidents' Council and Support Staff Unions ("the Unions")

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions and Boards of Education.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than Dec. 20, 2013.

1. Term

July 1, 2012 to June 30, 2014

2. Wage Increases

Wages will increase by 3.5%. Increases will be effective on the following dates:

- July 1, 2013 – 1.0%
- February 1, 2014 – 2.0%
- May 1, 2014 – 0.5%

3. The Support Staff Education and Adjustment Committee (SSEAC)

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs

b) a study of the potential for regionalization of wages

c) an exploration of the potential for a standardized extended health and dental benefit plan

d) recommendations to address issues associated with hours of work and service delivery

e) a review of practices in districts having modified school calendars and the resulting impact on support staff

f) skills enhancement for support staff

4. Recognition & Respect for Education Assistants

a) The Parties agree to establish a Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.

b) The Parties agree the Committee will engage with the Ministry of Education around the implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.

c) The Parties agree the Committee will convene its initial meeting within six weeks of the ratification of support staff collective agreements.

d) The Parties agree the Committee will be resourced with a fixed budget drawn from SSEAC funds to accomplish its work.

e) The Parties agree that the Committee will complete its work in time to report back to the Parties for the next round of support staff bargaining.

Items previously agreed to (see attached):

Agreed Understanding of the term Education Assistant

Letter to the Ministry of Education requesting term Education Assistant be made applicable to legislation and regulations.

5. Illness and Injury Leave, Costs and Replacement Policies

Eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

The provincial and local parties agree to investigate the use and cost of sick leave and Board staff replacement policies with a view to recommending best practices to the parties and the PEBT.

6. Drug Plan

(a) The prescription drug provisions of the PEBT extended health plans will be amended, subject to paragraph (b), to provide coverage in accordance with the BlueRX Formulary and implementation of the BlueNet pay direct card.
(b) Bargaining units with existing drug card coverage and/or those using the Pharmacare formulary are not covered by (a). The provincial parties urge the local parties to seek ways, through local negotiations, to move towards this new provincial standard.

7. Letter of Understanding

The Parties agree to amend and renew the December 14, 2011 Letter of Understanding, including:

a. Dedicated Funding

Dedicated funding in the amount of $100,000 to facilitate the next round of provincial bargaining.

b. PEBT

The Parties agree to include the Settlors Statement on Accepted Policy and Practices of the PEBT as contained in the 2011 Letter of Understanding as an attachment to their local collective agreements.

c. Demographic, Classification and Wage Information

The undertakings with respect to providing information contained in the 2011 Letter of Understanding are renewed

8. Enabling Shared Services

The Parties and representatives of the Ministry of Education will examine and discuss any impediments arising from, and the options to facilitate, the introduction of shared services.

Signed this 18th day of September, 2013

For BCPSEA	For the Unions
[Original signed by Bargaining Committee]	[Original signed by Bargaining Committee]
_____	_____
_____	_____

Historical Appendix "A" Attachment 1

BRITISH COLUMBIA
PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
SOLUTIONS AT WORK

CUPE

September 18, 2013

Claire Avison
Assistant Deputy Minister, Governance, Legislation and Regulation
Ministry of Education

Dear Ms.Avison:

As part of the framework discussions between the K-12 Support Staff Unions and BCPSEA, the parties have agreed that it is desirable to facilitate a transition from the term "Teacher's Assistant" to "Education Assistant".

The parties agree that "Education Assistant" more accurately describes the nature of the work in the current context and into the future. We respectfully request that consideration be given to the possibility that a similar change could be made to applicable legislation and regulations.

Yours truly,

[Original signed by Peter Cameron]
Peter Cameron
BCPSEA

[Original signed by Bill Pegler]
Bill Pegler
CUPE

Historical Appendix "A" Attachment 2

Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K-12 Sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlors to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlors meeting annually where the Settlors are provided with an annual report and update from the Board. The Settlors also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlors to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlors recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlors also recognize and support following the policies and procedures of the PEBT (outlined at www.PEBT.ca). The Settlors agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification lease contact your BCPSEA or CUPE representative.

HISTORICAL APPENDIX "B"

Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

The following items will form the basis of a framework for settlement between Support Staff Unions and Boards of Education in the K-12 Public Education Sector. This framework in its entirety will be incorporated into memorandum of agreement achieved between Support Staff Unions and Boards of Education no later than February 29, 2012.

Term

July 1, 2010 to June 30, 2012

Wage Re-opener

This memorandum of agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current round of collective bargaining.

The employer agrees that in the event that Government decides to modify the PSEC Mandate, as it applies to the entire Public Service and Public Sector, during the term of the collective agreement, the school district and the local support staff union will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC mandate. This renegotiation will not result in the early termination of the collective agreement.

The Support Staff Education and Adjustment Committee

1. The parties agree to continue and expand the scope of the Support Staff Education and Adjustment Committee (SSEAC) to include the following.

a) an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services

b) a focus on best practices to integrate skill development for support staff employees with district goals and student needs

c) a study of the potential for regionalization of wages and benefits

d) an investigation of benefit standardization for the purpose of addition efficiencies during the life of the collective agreement

e) recommendations to address issues associated with hours of work and service delivery

f) a review of practices in districts having modified school calendars and the resulting impact on support staff

g) skills enhancement for support staff

There will be a total of $550,000 allocated for the purposes set out above. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

2. The funds stipulated in Item 1 of the LOA – Class Organization Fund will be allocated in accordance with the following principles:

a) The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.

b) This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than 10 hours per week and less than 35 hours per week.

c) Support staff local unions and Boards of Education will formulate a plan for the above funds.

d) SSEAC will review such plans and provide input to the Ministry of Education.

Demographic, Classification and Wage Information

The employer will, subject to the availability of the data, provide the following information.

Every October 1st, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

- School District employer
- Years of age (at the time of data submission)
- Gender
- Position code
- Current wage level
- Status (Permanent/Temporary/Casual)
- Annual hours of work

- Years of work experience with the current employer

BCPSEA will provide a Letter of Commitment regarding data as found in Attachment 1.

PEBT

The employer agrees to append the letter found in Attachment 2 to support staff collective agreements re: Public Education Benefits Trust for information purposes.

The parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

Provincial Bargaining

At least six (6) months prior to the expiry of collective agreements between K-12 employers and support staff unions, representatives of employers and support staff unions shall meet to discuss the process of provincial bargaining for the next round of collective bargaining.

There will be a total of $200,000 allocated for the costs associated with provincial discussions related to bargaining.

Dated this 14th day of December, 2011.

The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

CUPE & Support Staff Unions

BC Public School Employers' Association & Boards of Education

BRITISH COLUMBIA
PUBLIC SCHOOL
EMPLOYERS' ASSOCIATION
SOLUTIONS AT WORK

Bill Pegler
K-12 Coordinator
Canadian Union of Public Employees (CUPE)

Letter of Commitment

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

Original signed on December 14, 2011 by:

[Original signed by Jacquie Griffiths]

Jacquie Griffiths

Associate Executive Director

BCPSEA

This LOA has expressly been replaced by the LOA re: Learning Improvement Fund signed on June 7, 2014

HISTORICAL APPENDIX "B" Attachment 2

LETTER OF AGREEMENT
BETWEEN
BCPSEA
AND
K-12 SUPPORT STAFF UNIONS
AND
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED BY THE MINISTRY OF EDUCATION

RE: Class Organization Fund: Support Staff Priorities

WHEREAS:

The Ministry intends to establish and maintain additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education and Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties herby agree as follows:

1. Funding will be allocated as follows:
   - $7.5 million for year one, for the school year commencing September, 2012, and
   - $7.5 million per year for each year thereafter.

2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.

3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.

4. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14, 2011 by:

"Hugh Finlayson"
BCPSEA

"Terry Allen"
Support Staff Unions

"Rick Davis"
Ministry of Education

HISTORICAL APPENDIX "C"

Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

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

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

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set our herein, together with any other no-cost issues agreed to between the parties.

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

Term

July 1, 2006 to June 30, 2010

General Wage Increase

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

Incentive Payment

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

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

- The incentive payment shall be up to $3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.

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

- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
    - maternity or parental
    - short-term disability
    - long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
    - leaves granted to employees in receipt of workers' compensation benefits

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

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

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

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

2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:
    a. an employee demographic analysis; and
    b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

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

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of $3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with $1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.

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

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

Apprenticeship Opportunities Funding

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

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

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

Apprentice Sponsor Funding

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

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

July 1, 2009 $828,000

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

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

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

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

Workforce Adjustment Committee Funding

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

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

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

Labour Market Adjustment Fund

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

    i. Demonstrating evidence of recruitment or retention difficulties;
    ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
    iii. Identifying which occupations and the number of employees that will be affected by the adjustment;

iv. Identifying options for the size of the market adjustment, and identify the risks associated with each of the options; i.e. collective bargaining;
v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

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

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

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

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

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

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

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

Trades Adjustment

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

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

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

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

Liaison on Education Policy Matters

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

Education Assistants Committee

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

29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by not later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

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

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

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

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

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

1.0 Fiscal Dividend:

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

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

The fund will be determined as follows:

i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of $150 million.
ii. Only final surplus monies in excess of $150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed $300 million.
iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

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

1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part-time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who

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

- All leaves with pay
- Maternity and parental leave
- All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

HISTORICAL APPENDIX "D"

June 6, 2000 Ref. No. 116240

Irene Holden
Labour Relations Board
900 – 360 West Georgia Street
Vancouver, BC V6B 6B2

and

Vince Ready
650 – 475 West Georgia Street
Vancouver, BC V6B 4M9

Dear Irene Holden and Vince Ready:

Re: Industrial Inquiry Commission concerning settlement Collective Agreement Between British Columbia Public School Employers' Association (and Member School Districts) and School District Support Staff Trade Unions (IIC #2)

I am writing concerning IIC #2 and your recommendations for settlement dated May 30, 2000 (the "Report') and provided to the parties and government. Some of these issues were also referenced in the Commission's letter of May 31, 2000 to CUPE representative Gary Johnson.

I understand that you intend to use those recommendations for the basis of your binding decision in accordance with your powers under the Public Education Support Staff Collective Bargaining Assistance Act (the "Act").

I note, as well, that you make reference to certain items which the government has agreed to fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed to be a collective agreement under the Act, that the government commits to fund as follows:

1. The monies committed by government and recommended by IIC #2 for the Four Hour Minimum Work Day Fund ($5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002, as described in the IIC #2 Report.

2. Should the $5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by the IIC #2 and described in the Report.

3. The monies committed by government and recommended by IIC #2 for employment security (3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC #2 Report.

4. The monies committed by government and recommended by IIC #2 to fund the LTD plan ($11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC #2 Report and the Accords.

The government also agrees that it would be appropriate for IIC #2 to retain jurisdiction regarding implementation of these items over the course of the collective agreement.

Sincerely,

Paul Ramsey
Minister of Finance and Corporate Relations

*Copied as per letter signed by Paul Ramsey