

A G R E E M E N T

July 1, 2006 – June 30, 2010

BETWEEN:



Greater
VICTORIA
School District

**THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 61.
(Greater Victoria)**

AND:



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

C.U.P.E. LOCAL 382

School District #61 (Greater Victoria)

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THIS AGREEMENT entered into this _____ day of _____,
2007

BETWEEN:

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

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 382
(GREATER VICTORIA SCHOOL BOARD EMPLOYEES)**

(hereinafter called the "Union")

OF THE SECOND PART

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

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

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

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

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

ARTICLE 1: DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

1.01 Party

Means either of the parties signatory to this Agreement.

1.02 Employee

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

1.03 Bargaining Unit

Means the work performed by employees for which the Union has received certification from the Labour Relations Board of British Columbia.

1.04 Regular Employee

Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works a regular work schedule, the hours of which shall be as established in their appointment.

1.05 Temporary Employee

Is an employee hired on a fixed-term basis to perform general relief, or a specific project or undertaking, the term of which appointment shall not, without the consent of the Union, exceed six (6) consecutive months; except in the following cases where the term of such appointment shall not, without the consent of the Union, exceed twelve (12) consecutive months:

- (i) When the temporary appointment is to a position where the regular incumbent has been granted a leave of absence pursuant to Article 24;
- (ii) When the temporary employee is hired to work on a Capital Project, as defined in Section 1.11 below, which project is for a period not to exceed twelve (12) months;
- (iii) Should a temporary employee hired under Subsection (ii) exceed the twelve (12) month limitation above, such position shall then be posted as a regular position and filled under this Agreement.

1.06 Spareboard Employee

(i) *Spareboard Employee:*

Is an employee hired to the Facilities Department, to work primarily in a custodial position on an on-call basis or one who fills a regular vacancy on a relief basis. If the relief position exceeds three (3) calendar months, he/she shall then receive the regular Custodian I rate for the balance of the relief assignment. Such employee(s) shall return to the spareboard and spareboard rate of pay at the completion of the relief assignment. Should the relief assignment exceed twelve (12) months for any reason, such position shall be posted as a regular position.

(ii) *Senior Spareboard Employee:*

Is an employee that is hired to the Facilities Department to work in one of the five (5) custodian positions on a full-time, continuous basis; at the employer's discretion employees may not be assigned to a single work location or have a fixed work schedule. Senior spareboard employees are subject to the following conditions:

- (a) Hours of work will be flexible and weekend work will not constitute overtime unless the maximum hours have been worked during the preceding week;
- (b) Will be compensated at the regular Custodian 1 pay rate;
- (c) Vacancies will be filled by the most senior, qualified spareboard employee(s). Upon becoming a senior spareboard employee, he/she shall serve an appraisal period of three (3) months. If the senior spareboard employee does not successfully complete the appraisal period, they may revert to the spareboard and the spareboard rate without loss of seniority;
- (d) Will be subject, always, to Article 1.09.

1.07 Probationary Employee

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

1.08 Benefits for Regular Employees Working Less Than Full-Time

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

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

1.09 Temporary and Spareboard Employee Terms and Conditions

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

- (i) Payment of overtime for work performed in accordance with Section 19.01.
- (ii)
 - (a) They shall be paid an amount equal to eleven percent (11%) of their gross earnings (basic wages plus (+) overtime) on each pay cheque, in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, superannuation, medical, extended health benefits, dental and group life insurance coverage);
 - (b) Senior Spareboard employees may elect to accumulate the 11% in lieu of benefit payments for a onetime annual payout. The requested payout date must be provided to Payroll at least two (2) weeks in advance of the requested payout date. Any accumulated benefits will be paid out in the last pay period of August;
 - (c) As the Senior Spareboard position is a full-time, on-going position, they are entitled, annually, to two weeks of unpaid leave from employment. Approval of leave requests shall be at the discretion of the supervisor and shall be subject, but not limited to, the following conditions:
 - 1. the supervisor may require an employee to change any previously approved vacation as a result of operational needs.
- (iii) They shall have their temporary or spareboard service accumulated for purposes of seniority pursuant to Section 15.04 (v);
- (iv) They shall have access to the grievance procedure;
- (v) They shall pay union dues pursuant to Article 6;
- (vi) They shall receive benefits of Sections 25.02, 25.03, 25.10, 25.11, 25.12, 25.13, 25.14, 25.15, 25.16, 25.17, 25.18, 25.19 and Section 28.01. Temporary employees shall also be covered by Section 19.03.

1.10 Plural or Feminine Terms

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

1.11 Capital Projects

Are projects undertaken by the Board and funded out of the Capital Fund. The following shall apply to employment on capital projects:

- (i) Positions resulting from capital projects, which are planned for greater duration than three (3) months, shall be posted in accordance with Section 16.03 of this Agreement.
- (ii) Positions resulting from capital projects, which are planned for duration of three (3) months or less, shall not be posted. Such positions shall be filled by uplifting a current regular employee having the qualifications, experience, skill and ability to do the work in question; or failing that, by hiring a temporary employee, as defined in Section 1.05.
- (iii) Preference for work on capital projects shall be given to current regular employees, provided they have the qualification, experience, skill and ability to perform the work in question. When a current regular employee accepts employment on a capital project, whether through an uplift or otherwise, their former regular position shall be held for the return of such employee. Such former positions shall be filled on a temporary basis, firstly by a qualified spareboard employee, if one is available; or failing that, by a temporary employee, as defined in Section 1.05. At the completion of the capital project, or during periods when no work is available on such project, the original regular incumbent shall return to their former regular position and the spareboard or temporary employee filling such regular position at that time, shall either be returned to the spareboard or terminated, as the case may be.

1.12 Seasonal Groundskeeping

- (i) Other Articles of this Agreement notwithstanding, the Employer may hire such persons as are required to perform specific groundskeeping duties on a seasonal basis. Such employment shall ordinarily commence in April, for a term not exceeding six (6) months. For purposes of this Article, examples of groundskeeping duties shall be as follows:
 - (a) Grass Cutting
 - (b) Trimming
 - (c) Brush Cutting
 - (d) Fencing
 - (e) Sweeping Parking Lots
 - (f) Irrigation
 - (g) Power Washing Buildings
 - (h) General labouring or other similar groundskeeping duties
- (ii) Persons hired for seasonal grounds keeping duties must be enrolled full-time in a post-secondary institution and shall not be eligible for any of the terms and conditions of this Agreement save and except Subsections 1.09, (i), (ii) and (vi) above and Subsection 26.05;

- (iii) The Employer shall, wherever possible, re-employ seasonal grounds keepers who apply in any year based on previous service, provided that qualifications, experience, skill and ability are equal. Re-employment may not exceed five (5) years.

ARTICLE 2: UNION RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees, Local 382, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

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

- (i) suspend, transfer, layoff or discharge an employee for proper cause; or
- (ii) communicate to an employee a statement of fact or opinion reasonably held with respect to the employer's business; or
- (iii) make a change in the operation of the Board's business necessary for the proper conduct of the Board's business.

ARTICLE 4: UNION SECURITY

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

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

ARTICLE 5: NEW EMPLOYEES

5.01 The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in Articles 4 and 6. The Board shall present each new employee with a Union supplied membership application form.

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

ARTICLE 6: CHECK-OFF

- 6.01** All employees of the Board working within the bargaining unit shall, as a condition of employment, pay Union dues or an assessment, including initiation fees equal to such dues, by payroll deduction.
- 6.02** The Board agrees to deduct from every employee and remit to the Union, each pay day, upon written authorization from the employee on a satisfactory form, any dues or assessments, including initiation fees, levied in accordance with the constitution of the Canadian Union of Public Employees, and owing by the employee to the Union.
- 6.03** At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record, or print on the T-4 slip, the total amount of union dues deducted on behalf of each dues payee, by check-off, during the previous year.

ARTICLE 7: CORRESPONDENCE

- 7.01** All correspondence between the parties, arising out of this Agreement or incidental thereto, except as provided in Section 7.02, shall pass to and from the Secretary-Treasurer of the Board or their delegate, and the Secretary of the Union or the Union's delegate, with copies of all such correspondence to the Director of Human Resource Services.
- 7.02** Correspondence in respect to Section 38.01 and any matter respecting amendment, revision, re-negotiation or termination of this Agreement shall be between the Secretary of the Union and the Director of Human Resource Services.

ARTICLE 8: NO DISCRIMINATION

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

ARTICLE 9: SCHOOL BOARD MINUTES

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

ARTICLE 10: LABOUR/MANAGEMENT COMMITTEE

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

(ii) The wages of the committee members while sitting on Labour/Management committees are covered by the employer. If the committee member is scheduled to work on the evening shift, the employee will receive time off their regular shift equal to time spent while attending the meeting. The balance of the employees shift shall be scheduled based on operational requirements.

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

- (i) considering constructive criticisms of all activities so that better relations shall exist between the Board and its employees;
- (ii) increasing operating efficiency by promoting cooperation in effecting economy moves;
- (iii) improving service to the public;
- (iv) reviewing suggestions from employees and questions of working conditions and service (but not grievances concerned with services);
- (v) correcting conditions making for grievances and misunderstandings (but not specific grievances);
- (vi) promoting education and training of employees;
- (vii) reviewing existing position classifications.

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

10.04 Recognition of Shop Stewards

- (i) The Board recognizes the Union's right to select stewards to represent employees.
- (ii) The Union agrees to provide the Board with a list of the employees designated as stewards for each component and employees designated as committee members.

- (iii) 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 person shall be without loss of pay. When resuming duties the steward shall notify the Supervisor.
- (iv) The duties of a steward for which the employer shall bear the expenses for wages and benefits are as follows:
 - 1) Investigation of an employer's concern regarding employee(s);
 - 2) Presentation of grievances under provisions of Article 11;
 - 3) Attending meetings at the request of the Board or meeting with Board representatives pursuant to the operation of the collective agreement.
- (v) The duties of a steward for which the Union will reimburse the employer for wages plus 15% of wages for the cost of benefits are as follows:
 - 1) Internal Union business pursuant to its constitution and laws which cannot be conducted outside of regular working hours;
 - 2) Investigation and handling of complaints not covered in (iv) above.

ARTICLE 11: GRIEVANCE PROCEDURES

11.01 Definition

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

11.02 Procedure

- (i) **Step 1:** Within sixty (60) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with their section supervisor, as designated by the Board. If the employee so desires, a shop steward may be present during discussions at this Step.
- (ii) **Step 2:** If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to the Director of Facilities within seven (7) working days of the discussion at Step 1. The recipient of this grievance shall meet with the employee and a shop steward, or other representative of the Union, within seven (7) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement. The Employer's answer at this Step shall be in writing.

- (iii) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the designated representatives of the Union and the Secretary-Treasurer, within seven (7) working days of the last meeting at Step 2. The Employer's answer at this Step shall be in writing.
- (iv) Step 4: If no settlement is reached through the foregoing procedure, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, the request shall be submitted to the other party in writing within ten (10) working days of the last meeting provided at Step 3.

11.03 Extension of Time Limits

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

11.04 Policy Grievances

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

ARTICLE 12: ARBITRATION PROCEDURES

12.01 Appointment of Arbitration Board

Within five (5) working days from the time notice to arbitrate is served pursuant to Subsection 11.02 (iv), each party shall appoint its member to the Arbitration Board and notify the other party of the name and address of its appointee. The two (2) members so appointed shall then select and appoint the third (3rd) member who shall be the Chairperson, but should they not do so within five (5) working days, either party may apply to the Minister of Labour to appoint a Chairperson.

12.02 Powers and Responsibilities of the Arbitration Board

- (i) The Arbitration Board shall hear the parties and render an award within fifteen (15) working days from the time the Chairperson has been appointed and shall commence its proceedings within forty-eight (48) hours after the Chairperson has been appointed.
- (ii) The award of the Arbitration Board shall be final and binding upon the parties.
- (iii) Should the parties disagree as to the meaning of the award, either party may apply to the Chairperson to reconvene the Board of Arbitration to clarify the award, which the Chairperson shall do within forty-eight (48) hours of such request.

- (iv) The time limits fixed in this Article 12 may be extended by mutual agreement of the parties.

12.03 Cost of Arbitration

Each party shall pay:

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

ARTICLE 13: DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Notification to Union

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

13.02 Discipline

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

13.03 Copies of Disciplinary Warnings

Whenever an employee is warned in a manner indicating that dismissal may follow if such employee fails to bring their work up to a required standard by a given date, the employee shall, within five (5) days thereafter, be given written particulars of such warning and a copy sent to the Union.

13.04 Written Adverse Reports

- (i) Employees shall have the opportunity to attach a written rebuttal to written warnings, adverse reports or suspension notices contained in the employee personnel files. Employees may apply to have suspension notices removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed. Such request shall not be unreasonably denied.
- (ii) An employee may apply to have written warnings and adverse reports regarding minor incidents removed two (2) years after the filing, if there have been no other verbal or written warnings in the previous twelve-month period.
- (iii) Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

13.05 Personnel Files

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

An employee has a right of access to his/her personnel file upon written notice and in the presence of the Director of Human Resources or Designate. An employee is entitled to a copy of any item in his/her file.

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

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

An employee may apply to have adverse reports removed from his/her personnel file in accordance with Article 13.04.

ARTICLE 14: LABOUR DISPUTES

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

ARTICLE 15: SENIORITY

15.01 Definition

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

15.02 Probationary Period

Employees shall serve a single probationary period of ninety (90) days worked from date of hire for newly hired regular employees or ninety (90) days prorated for newly hired temporary or spareboard employees.

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

15.03 Summer Breaks

Service which is broken at the end of one school year (June) shall be bridged for purposes of fringe benefit entitlement when a regular employee returns to work at the beginning of the succeeding school year (September). Such periods shall not be considered as a break in continuous service for purposes of fringe benefit entitlement.

15.04 Temporary and Spareboard Seniority

Temporary and spareboard employees shall neither exercise nor accumulate seniority except as set out below:

- (i) Those temporary and spareboard employees who are subsequently appointed to regular employment shall, after completion of the normal probationary period, have their seniority back-dated to their commencement of employment. It is further understood that this clause is in no way applicable to service for the purpose of benefit entitlement except vacation entitlement, which upon becoming a regular employee shall be based on seniority date. It is understood a regular employee's vacation accrual shall not include vacation paid during spareboard employment;
- (ii) Spareboard employees shall be eligible to accumulate seniority from date of hire, which may only be exercised for the purpose of bidding on regular vacancies posted under Section 16.02;
- (iii) Temporary employee seniority shall be accumulated on the basis of time actually worked for the purpose of bidding on regular vacancies;

- (iv) For purposes of accumulating temporary and spareboard service towards seniority under subsection (i) and (iii) above, when a temporary or spareboard employee has not performed any work for the Employer for a period of twelve (12) months or longer and after this time is again re-employed in a temporary or spareboard capacity, the employee shall not be eligible to have such prior service counted towards seniority;
- (v) Spareboard employees shall be eligible for preference over non-employees when filling temporary appointments, as defined in Section 1.05, provided the spareboard employee has the qualifications, experience, skills and ability to perform the work in question. Nothing in this Section is intended to require that employees hired by the Board must first have worked in the spareboard before being hired;
- (vi) When a spareboard employee is placed in a regular position on a temporary basis, as defined in Section 1.05, for a period of longer than three (3) months, the spareboard employee shall occupy the position which has the lowest number of hours per shift in that classification and school. The remaining regular employees currently working in that classification and school shall occupy the remaining positions in that classification and school having a greater number of hours, on the basis of their seniority;
- (vii) Temporary Employment

When the Board has continued the employment of a temporary employee for an accumulated twenty-four (24) months and that employee is subsequently deemed redundant, their employment may continue with the Board on the spareboard provided the following conditions are met:

- A. There is a vacancy on the spareboard and the employee possesses the necessary qualifications, skill and ability; or
- B. The employee has previously completed six (6) consecutive months on the spareboard and has more spareboard seniority than a current spareboard employee.

In the event that more than one person applies for a single position on the spareboard, the qualified senior employee will be offered the position.

When a temporary Capital employee is transferred to the spareboard, he/she must initially commit to remain on that list in the Operations Department for a continuous period for a minimum of six (6) months.

Temporary employees on the spareboard list will remain on this list until such a time as they are recalled to a Capital or Maintenance position. If a temporary employee currently on the spareboard list has not been recalled to a Capital or Maintenance position prior to May 1 of each year, they will not be considered for Capital or Maintenance work between the months of May 1 to August 30.

15.05 Loss of Seniority

- (i) A regular employee shall not lose their seniority as a result of being absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. A regular employee shall lose their seniority in the event:
 - (a) he/she is discharged for just cause with written reasons and is not reinstated;
 - (b) he/she resigns;
 - (c) he/she fails to return to work as required following a layoff after being notified of recall pursuant to Section 17.10;
 - (d) he/she is laid off for a period longer than twenty-four (24) months, subject to the provisions of clauses 17.08 and 17.10;
- (ii) Temporary and spareboard employees shall lose their seniority in the event:
 - (a) the employee is discharged and not reinstated;
 - (b) the employee resigns;
 - (c) the employee has not been called to work during any twelve (12) calendar month period;
 - (d) the employee refuses, or is not available, to report for work on five (5) calls per year to work unless such unavailability has been previously arranged with the Employer.

15.06 Seniority Lists

- (i) Regular Seniority List

The employer shall maintain a seniority list showing each regular employee's seniority date. This list shall be updated and forwarded to the Union each November.

- (ii) Spareboard and Temporary Seniority Lists

- (a) Spareboard Secondary Seniority List

The Spareboard Secondary Seniority List will be comprised of those employees who were originally hired by the Board to work primarily in the Operations Department. Spareboard employees shall accumulate secondary seniority from the date of hire.

The Spareboard Secondary Seniority List will also include those employees who have elected to continue their employment with the Board in accordance with Article 15.04 (vii). For the purpose of this seniority list these employees will accrue secondary seniority commencing from their first day worked on the spareboard.

(b) Temporary Employee Secondary Seniority List

The Temporary Secondary Seniority List will be comprised of those employees who were originally hired by the Board to work primarily in either the Capital or Maintenance Department. Temporary employees shall accumulate secondary seniority from date of hire. Temporary employees who are subsequently hired to the Operations Department under Article 15.04 (vii) shall have their secondary seniority that accrued in either the Capital or Maintenance Departments frozen for the duration of their employment with the Operations Department.

Upon confirmation of appointment to a regular position both temporary and spareboard employees shall have their regular seniority adjusted to reflect their original date of hire.

- (iii) When two or more employees commenced employment on the same date, the seniority of each employee will be determined by a lottery with the union and management representatives present to determine the seniority of the employees.

15.07 Transfers Out of the Bargaining Unit

Employees shall not be transferred or promoted out of the bargaining unit without their consent. Employees who are transferred or promoted out of the bargaining unit shall retain the seniority they acquired up to the date of leaving the unit, but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, the employee shall retain the right to return, subject to the following conditions:

- (i) Members of the bargaining unit who accept a temporary transfer or promotion for a period not exceeding (12) months shall have the right to return to their previous position or a position equal to that previous position. The twelve (12) months referred to in (i) above may be extended by mutual agreement;
- (ii) Members of the bargaining unit who accept a permanent transfer or promotion out of the bargaining unit, may be returned to the bargaining unit subject to the following:
- (a) No regular employee within the bargaining unit shall be displaced or laid off due to the return of the employee;
- (b) The posting process may be suspended by mutual agreement to allow placement of a returning employee into an existing vacancy. The Union's agreement will not be unreasonably withheld;
- (c) Employees permanently transferred or promoted out of the bargaining unit shall be returned to the bargaining unit, subject to a mutually agreeable payment of back union dues.

Note: The above provisions shall become effective January 1, 1994.

ARTICLE 16: STAFF CHANGES

16.01 Definition

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

16.02 Posting of Vacancies

- (i) Vacancies in regular positions, as defined in Section 1.04, shall be posted for a period of five (5) working days prior to being filled, in such places as mutually agreed upon by the Employer and the Union.

Increases of thirty (30) minutes or less to regular appointed hours do not constitute a new regular position which requires posting.

- (ii) The Union shall be notified in writing forty-eight (48) hours prior to the posting of all vacancies under this Article, such notice to include the nature of the vacancy, the minimum qualifications therefore and all details and pertinent material thereto.
- (iii) Within this forty-eight (48) hour period, either party may request a meeting of the Union-Management Committee to discuss the staff change, however this subsection shall not be used to delay filling such vacancy.
- (iv) Temporary vacancies, as defined in Section 1.05, shall not be posted under this Article.

16.03 Role of Seniority in filling Vacancies

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

16.04 Appraisal Period

- (i) When a regular employee is the successful applicant in filling a vacancy posted under Section 16.02, he/she shall serve an appraisal period not exceeding three (3) months. If the appointment is not confirmed, the employee shall revert to their former position and wage rate without loss of seniority, and any other employee(s) promoted or transferred as a result of the original staff change shall return to their former position and wage rate without loss of seniority.
- (ii) In the event an employee reverts back to the employee's former position within thirty (30) scheduled work days, the vacant position shall be awarded to the next most successful applicant as indicated by the selection process.

16.05 Union Notification

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

16.06 Grounds-Keepers

Custodians who work a shift other than day shift, shall be eligible to apply for Groundskeeping positions subject to the following;

- (i) Six (6) positions will be posted each year;
- (ii) Operational needs will be taken into consideration when choosing the successful candidates;
- (iii) Positions will be posted in accordance with Article 16.02 (i-iv);
- (iv) Preference will be given to those applicants who have not filled a Groundskeeping position in the previous year;
- (v) Vacancies created by the successful applicants for these positions will be filled from the spareboard.

16.07 Union Representative as Interview Process Observer

The parties agree that the Union shall, at its discretion, have a Union Officer present at interviews held pursuant to Article 16.03. The officer will act as an observer on behalf of the Union and will have no voice or vote.

ARTICLE 17: LAYOFF, BUMPING AND RECALL

17.01 Definition of Layoff

Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the regular position as a result of either (a) the elimination of such position, or (b) the reduction of any working hours in that position.

17.02 Union/Management Meeting

- (i) Should the Employer intend to institute a layoff(s), it shall notify the Union as soon as practicable.
- (ii) The parties shall complete the work required by this subsection as soon as possible in order to provide the effected employees and the employer a reasonable opportunity to implement changes created by the layoffs. The employer may designate a bumping pattern and the Union shall have the right to grieve and arbitrate the pattern in accordance with Articles 11 and 12 of this Agreement.

- (iii) Once positions have been identified, affected employees will be notified of their rights of layoff and the potential bump. At this meeting, the affected employee must exercise their rights of layoff as per Article 17.03.

17.03 Rights of Layoff

Employees receiving notice of layoff shall select one of the following procedures during a Union/Management consultative meeting held for this purpose:

- (i) Bumping, pursuant to Article 17.06 or 17.07 as applicable
- (ii) Severance, pursuant to Article 17.07
- (iii) Recall, pursuant to Article 17.09 and 17.10

17.04 Layoff Order

Both parties recognize that job security should increase in proportion to length of service, therefore in the event a layoff occurs, the affected employee(s) shall be laid-off in the reverse order of their seniority in the classification and work location, where applicable, designated for the layoff by the Employer.

17.05 Notice of Layoff

Regular employees who do not possess the qualifications, experience, skills, ability and/or seniority required to bump, or those who do not accept reassignment as designated within the bumping pattern, shall be given written notice of layoff three (3) calendar weeks prior to the effective date of such layoff. If an employee would normally have worked during this notice period but is denied such work by the Employer, he/she shall be paid for those days during the notice period when he/she would actually have worked except for such denial.

17.06 Bumping Rights

- (i) A regular employee affected by a layoff, shall be eligible to exercise bargaining unit seniority by bumping the most junior employee, firstly in their own classification or pay grade in the case of Custodian II's or in another classification at the same pay grade; or failing that, the junior employee in another classification at successively lower pay grades, provided always that the bumping employee has the qualifications, experience, skill and ability to do the work in question.
- (ii) Upward bumping is not permitted; employees may only bump another employee working the same or less hours.

17.07 Bumping if Multiple Layoffs

Where there are layoffs of more than one employee in a job classification, an equal number of positions will be identified and offered to affected employees on a seniority and FTE basis provided always that the affected employee has the qualifications, experience, skills and ability to do the work of the position.

17.08 Severance Pay

- (i) Within two (2) working days of receiving written notice of layoff under Article 17.05, and as an alternative to working the three (3) week notice period and being laid off, an employee who is to be laid off may elect to resign and take severance pay in accordance with the following schedule, and by so electing, will neither work nor be paid in lieu of the three (3) week notice period.
- (ii) The minimum severance pay under this Article shall be two (2) week's basic pay. Regular employees who have completed three (3) years of continuous service shall be eligible to receive an additional one (1) week's basic pay, and for each additional year of continuous service an additional one (1) week's basic pay, to a maximum severance pay of twelve (12) week's basic pay.
- (iii) Employees who elect to take severance pay under this Article shall be finally and conclusively terminated in all respects and shall not have recall or any other rights under this Agreement.

17.09 Recall List

- (i) Regular employees laid-off under this Article, and not bumping in accordance with Article 17.06 or 17.07 as applicable, and not electing to take severance pay in accordance with Article 17.08, shall be placed on the recall list, in seniority order, for a period not to exceed twelve (12) consecutive months from the date of their layoff.
- (ii) Notwithstanding the above, regular employees laid off and on recall who work a cumulative number of days in excess of one hundred (100) working days, in the twelve (12) consecutive month period immediately following layoff or subsequent twelve (12) month period shall have their recall rights extended for an additional twelve (12) consecutive months. It is understood and agreed that such extension shall not be granted where an employee declines recall to their former position or is unavailable, by their choice, for work.

17.10 Recall Rights

- (i) Regular employees on the recall list shall retain their seniority at the time of layoff for one year. An employee may utilize his/her seniority for posting purposes pursuant to Article 16 provided the employee has the required qualifications, experience, skills and abilities for the positions they are being recalled to.
- (ii) Employees will maintain a recall right to the exact position they were laid off from for a period not to exceed twelve (12) consecutive months.
- (iii) Recall rights pursuant to (i) and (ii) above shall continue for one (1) year from the date of the layoff. At the end of the year, an employee on recall who has made himself/herself available for work during the year of recall, shall revert to an employee with secondary seniority with his/her secondary seniority shifts calculated based on his/her seniority date provided the employee has the required qualifications, experience, skills and abilities pursuant to Article 1.06 (i). An employee who has not made himself/herself available for work during the year of recall shall have no further rights of employment with the Board except as extended by the application of Article 17.09.
- (iv) Regular employees may elect to accept spareboard or temporary work where there is a vacancy, during their period of recall, provided always that the affected employee has the qualifications, experience, skills and ability to do the work of the position.

17.11 Status While on Recall List

During the recall period, referred to in Article 17.08, laid-off regular employees shall not be eligible to receive any of the benefits or conditions of this Agreement. The seniority, sick leave credits and vacation entitlement level fringe benefits of such employees shall be frozen at the time of their layoff and should they be recalled to regular employment within the recall period, referred to in Article 17.08, their seniority, sick leave credits and vacation entitlement level shall be reinstated to that which had existed at the time of their layoff.

17.12 Recall Procedures

- (i) Laid-off regular employees on the recall list shall maintain their current telephone number and postal address with the Human Resource Services Department at all times. When attempting to contact an employee on recall, the Employer shall attempt to contact by telephone, with instructions on the date and time to report to work. If the employee changes their contact information they will inform Human Resources of such change.
- (ii) The date and time for a recalled regular employee to report for work may be extended by the Employer to a maximum of ten (10) working days should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that operational requirements permit. The

Employer maintains the right to fill any vacancy on a temporary basis while waiting for a recalled regular employee to report.

17.13 Appraisal Period

- (i) Regular employees who accept reassignment as designated within the bumping pattern, or who are recalled to employment, except when recalled to the same classification as occupied before the layoff, shall serve an appraisal period not exceeding three (3) months. During this period, should the employee prove unable to satisfactorily perform the duties of the new position, he/she shall be laid-off and placed on the recall list.
- (ii) In no event shall an employee be permitted to bump a second time as a result of the same layoff.

ARTICLE 18: HOURS OF WORK

18.01 Work-Day

Except as provided in Section 18.05 below, the normal regular full-time work-day shall be eight (8) continuous hours between the hours of 7:00 a.m. and 5:00 p.m., except for the interruption of such time (not to count) for meals.

18.02 Work-Week

Except as provided in Section 18.05 below, the normal regular full-time work-week shall be forty (40) hours, five (5) days per week Monday to Friday inclusive, with the exception of emergencies.

18.03 Rest Periods

Every employee shall be entitled to one (1) fifteen (15) minute rest period in each half of a shift of three (3) or more hours duration.

18.04 Variance Working Hours

Sections 18.01 and 18.02 notwithstanding, where it is necessary or expedient for the safest or most efficient operation of the Board, work may be scheduled at other times mutually agreed between the shop steward and the appropriate supervisor provided:

- (i) That the Board shall advise the Union in writing at least one (1) week in advance of such shift change, detailing the full particulars of such shift changes;
- (ii) That any employee affected by such shift change shall be guaranteed pay of forty (40) hours (exclusive of overtime payments) in the work-week;

- (iii) That such special shift shall be continued to the Monday to Friday work-week and employees so employed shall receive eight (8) hours pay for seven (7) hours' work as applicable.

18.05 Hours of Work - Particular Regular Employees

- (i) Custodian II's

With the exception of steam plants where the hours of work shall be mutually agreed upon, the Custodian II hours of work shall consist of eight (8) consecutive hours, excluding meal time, between 6:00 a.m. and 5:00 p.m. The length of the meal time shall be determined by the Custodian II. He/she shall notify the Supervisor of Operations two (2) weeks in advance indicating any change in the length of meal times and/or work routines.

- (ii) Custodian I/Engineer Trainee - Day Shift

Any eight (8) consecutive hours, excluding meal times, between 6:00 a.m. and 5:00 p.m. The actual hours of work to be scheduled by the Custodian II in consultation with the Supervisor of Operations.

- (iii) Custodian I - Afternoon Shift

Effective October 1, 1997, the normal hours of work for Custodian I positions will be seven and one-half (7 1/2) consecutive hours per shift (except where eight (8) hour shifts are required), excluding meal times, between 3:00 p.m. and midnight. It is understood that operational efficiencies will require some positions of less than seven and one-half (7 1/2) hour shifts. The actual hours of work will be scheduled by the Custodian II in consultation with the Supervisor of Operations.

- (iv) Custodian I - Night Shift

Up to eight (8) consecutive hours, excluding meal times, between 11:00 p.m. and 7:30 a.m. The actual hours of work to be scheduled by the Custodian II in consultation with the Supervisor of Operations.

- (v) Day Cleaners/Day Custodian I's

Up to eight (8) consecutive hours, excluding meal times, between 8:00 a.m. and 4:30 p.m. The actual hours of work to be scheduled by the Custodian II in consultation with the Supervisor of Operations.

- (vi) Garage Operations

For the most efficient operation of this area, the work shifts shall be established to suit the operation.

- (vii) Receiver-Shipper/Warehouse Person

Up to eight (8) consecutive hours, excluding meal times, between 7:00 a.m. and 5:00 p.m.

(viii) Custodian I Staff on Non-School Days

- (a) Custodian I staff shall work eight (8) consecutive hours between 8:00 a.m. and 4:30 p.m., exclusive of meal time on non-school days, as defined by the Public Schools Act.
- (b) In certain schools, which shall be designated one month in advance of the initial change, Custodian II's may be required to work a shift other than day shift on non-school days.

(ix) Weekend Work - Custodial Staff

In order to operate and maintain school facilities on weekends, and to ensure efficient utilization of staff, the scheduled work-week may be varied to include Saturday and Sunday on a five (5) consecutive shift schedule, provided:

- (a) The affected employee(s) is given one (1) week's notice in writing prior to the Saturday and Sunday to be worked. (The Custodian II will be notified at the same time.) If sufficient notice is not given, overtime rates will prevail;
- (b) Only employees in the "Custodian I" classification shall be affected by this schedule;
- (c) All hours worked on the employee's scheduled days off, and Statutory Holidays shall be paid for at double time (2x).

(x) Weekend Work Scheduling - Custodian I's

In order to operate and maintain school facilities on weekends, two regular Custodian I (non-certified) positions will be established to provide the required coverage in all schools except S.J. Willis. The following criteria will apply:

- (a) The incumbents will be guaranteed 3 shifts of 7.5 hours of work per week on a 7 day per week cycle. The incumbents will be given spareboard priority to maximize their hours to full time. The incumbents will receive two days off per week (not necessarily consecutive days off);
- (b) Regular employees will continue to receive "call out" opportunities on a 7 day per week basis as is currently the case;
- (c) Weekend work for regular employees assigned to "steam plant" schools will continue, as is currently the case, when heating is required for "cold weather" coverage;
- (d) Other weekend work (excluding "call out" and "cold weather steam plant") may be assigned to spareboard employees;
- (e) All other issues that arise in connection with these positions will be dealt with under the relevant provisions of the agreement.

18.06 Four Hour Minimum Work Day

- (i) The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (ii) Exemptions from the four (4) hour minimum:
 - a. student/noon hour supervisors;
 - b. crossing guards;
 - c. small schools with fewer than seventy-five (75) students, in which case a two(2) hour minimum will apply;
 - d. student spareboard;
 - e. other positions by mutual agreement.
- (iii) The four (4) hours shall be consecutive, but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
- (iv) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (v) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.

18.07 Custodian I's - Paid Meal Time

Custodian II's who are instructed by the Supervisor of Operations to remain at their job location during their one-half (1/2) hour meal time will be paid for the one-half (1/2) hour at their straight time rate of pay.

18.08 Custodial Relief

In the event a Custodian is absent, an earnest effort shall be made to supply a relief.

18.09 Clean-Up Time

The appropriate Supervisor shall have the authority to allow, within the work schedule, a period not to exceed one (1) hour for cleaning up following a particularly dirty job.

ARTICLE 19: OVERTIME

19.01 Overtime Rates

- (i) Where conditions necessitate overtime, and where the overtime work is authorized and permission granted by the appropriate supervisor, such overtime will be paid at the rate of time and one-half (1 1/2) for the first two (2) hours in excess of eight (8) hours in any one day, Monday to Friday; thereafter double time (2x).
- (ii) Custodian I's on afternoon shift will be paid overtime rates for hours in excess of seven and one-half (7 1/2), and on night shift for hours in excess of seven (7), except in those instances where a seven and one-half (7 1/2) or any eight (8) hour shift is worked.

19.02 Weekend and Statutory Holiday Work

All hours worked by a regular employee on Saturdays, Sundays and Statutory Holidays, except as provided in Subsection 18.05 (ix), shall be paid for at double time (2x).

19.03 Call Out

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

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

19.04 Time Off in Lieu of Overtime

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

ARTICLE 20: STATUTORY HOLIDAYS

20.01 Entitlement

All regular employees shall be entitled to the following statutory holidays. This Article shall also apply to probationary employees who have earned wages in at least fifteen (15) days during the thirty (30) days immediately preceding the holiday:

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

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

20.02 Day in Lieu

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

20.03 Ten Month Employees

Regular and probationary ten (10) month employees who have earned wages ten (10) days in the four (4) consecutive calendar weeks immediately preceding Canada Day or Labour Day shall be paid for that statutory holiday. This provision shall become effective January 1, 1994.

ARTICLE 21: VACATIONS

21.01 Entitlement

A regular employee's vacation entitlement will accrue as a factor of each straight time hour worked based on the following formula:

Annual vacation entitlement/260 working days per year

Regular employees receiving payment for overtime in accordance with Article 19.01 shall also receive, as an addition to the overtime rate, a vacation pay adjustment based on their years of continuous service, as outlined in the "Overtime Vacation Pay Adjustment" column below. This is in lieu of the vacation accrual.

The accrual factor and overtime vacation pay adjustment shall be based on the following:

Years of Continuous Service	Accrual Factor	Annual Vacation Entitlement	Overtime Vacations Pay Adjustment
less than 7 years	.0577	15 vacation days	6%
Seven (7) years or greater	.0769	20 vacation days	8%
Fifteen (15) years or greater	.0962	25 vacation days	10%
Twenty-three (23) years or greater	.1154	30 vacation days	12%

21.02 Vacation Pay

- (i) An employee's regular pay shall continue during annual vacation leaves. Wages received while on vacation will be paid in accordance with the regular hourly rate paid for regular appointed hours worked prior to the commencement of the vacation. All vacation time must be recorded accurately as such on time sheets. If an employee codes more vacation time on their time sheet than they have in the accrual bank, the time in excess of banked time will be unpaid leave.
- (ii) The Board will provide on each pay statement the employee's vacation accrual balance in hours.
- (iii) By September 1st of each year, the employer shall apply the appropriate percentage noted in Article 21.01 to each regular employee's increase in gross pay due to (Article 25.02) Shift Differential, (Article 25.04) Uplift in Rate, (Article 25.05 to Article 25.16 and Article 25.18 to Article 25.20) allowances and risk premiums.
- (iv) An employee who is uplifted to a higher rate of pay shall be allowed to take 5 days vacation, paid at the uplifted rate, for every 4 months worked continuously at the uplifted rate.

21.03 Years of Service

For purposes of calculating "years of completed service" for vacation entitlement, the employees' seniority date to the present vacation year shall be used to calculate years of service.

21.04 Vacation Year

The vacation year for purposes of this Agreement shall be the twelve (12) month period from July 1st of each year to and including June 30th in the next year. Employees achieving sufficient service on their anniversary date to reach a new vacation entitlement plateau during any vacation year shall, subject to Section 21.05, be eligible to receive such increased vacation entitlement as time-off as of July 1st of that year, with vacation pay being calculated at the higher percentage (%) from July 1st of the previous year. If the employment of such employee should however terminate before vacation advanced and taken on this basis is actually earned, an adjustment shall be made to the employee's final cheque to repay such advance.

21.05 Vacation Scheduling

Employees shall submit their requests for annual vacation on or before April 1st of each year. Approval of vacation requests shall be at the discretion of each supervisor and shall be subject, but not limited to, the following conditions:

- (i) that the employee remains in the position and work location held at the time of making the request, otherwise a new application shall be required;
- (ii) the supervisor may require an employee to change any previously approved vacation as a result of operational needs.

21.06 Long Service Special Leave

- (i) When a regular employee has served continuously for a period of twenty (20) years, he/she shall become entitled to twenty-two (22) consecutive working days long service special leave, with pay, in addition to annual vacation leave, as a reward for long and faithful service. Such special vacation shall only be received once by any employee and shall be taken within one (1) year of attaining twenty (20) years' service;
- (ii) For the purpose of calculating "years of completed service", only continuous service from the date of first appointment to the employee's anniversary date shall be included.

21.07 Termination of Employment

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

ARTICLE 22: SICK LEAVE PROVISIONS

22.01 Entitlement

An employee who receives a regular appointment will be entitled to sick leave following the third calendar month from the appointment. From that day forward they will be entitled to zero point zero four nine five eight percent (0.04958%) of the regular hours worked. Such sick leave may accrue twelve shifts per year, or to a total of one hundred forty (140) days as follows: that where in any one (1) year such employee has not taken sick leave, or only a portion thereof, he/she shall be entitled to accrue the unused portion of such sick leave for their future benefit

Note: Effective clause date is January 1, 1994.

22.02 Proof of Illness

- (i) An employee may be required to produce a certificate from a medical practitioner for any illness after five (5) consecutive working days certifying that the employee was unable to carry out the required duties due to illness.
- (ii) An employee may be provided with a list of medical practitioners by the Board, and shall produce the certificate from one of those practitioners, in cases of chronic absenteeism or where there is a pattern of sick leave that concerns the employer.
- (iii) The Board agrees to reimburse the employee for the cost of the medical certificate requested in (ii) above.

22.03 Emergency Sick Leave Fund

- (i) After completion of the regular probationary period, sick leave shall be allowed and credited to the Emergency Sick Leave Fund on the basis of one (1) working day per employee per year, to be used for the benefit of employees whose regular sick leave has been expended. Benefits may be granted on the recommendation of the executive of the Union according to the following schedule, provided sufficient days are on credit in the fund:

Years of Employment	Days of Leave
During the first to fifth year	5
During the sixth to tenth year	15
During the eleventh to fifteenth year	30
During the sixteenth to twentieth year	50
During the twenty-first year	70

- (ii) Emergency sick leave shall not exceed 70 days for any one illness.
- (iii) After completion of the regular probationary period, the crediting of Emergency Sick Leave shall be in the month of December, regardless of when the new employee commenced work.

- (iv) An employee must produce a Medical Certificate from a qualified medical practitioner to be eligible for Emergency Sick Leave.

22.04 Sick Leave Payout

A regular employee having accrued sick leave to their credit, shall, on retirement at Municipal Pension Plan age, receive a salary grant in lieu thereof equal to sixty percent (60%) of such credit up to a maximum of sixty-six (66) days; or in the event of death before retirement, any accrued sick leave cash bonus shall be paid to their personal representative. And further, the Board may at its discretion, extend the benefits described in this Article to any regular employee who, for reasons of health or extenuating circumstances, is obliged to retire before reaching Municipal Pension Plan age. Notwithstanding the foregoing, this article shall apply only to regular employees hired on or before December 29, 1983. Regular employees or the heirs of regular employees hired after December 29, 1983 shall not receive a salary grant in lieu of accrued sick leave outstanding.

22.05 Advice of Sickness and Return to Work

- (i) Employees absent through illness shall advise their divisional office on the first day of their illness; failure to do so may result in loss of wages. Employees shall inform their divisional office prior to returning to work; failure to do so may result in loss of wages.
- (ii) Custodian II's shall notify the Operations Supervisor and their contact at their school by 7 am on the first day of illness.

Custodian II's shall notify the Operations Supervisor by 3 pm on the work day prior to the day of their return.

Custodian I's shall notify their Custodian II and the Operations Supervisor by 11 am on the first day of illness

Custodian I's shall notify their Custodian II and the Operation Supervisor by 11 am on the day of their return.

22.06 Accommodation

Preamble

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

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

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

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

(a) **Types of Initiatives**

Accommodation may consist of one or more of the following:

1. **Modified Work:**

Not performing, or altering, the full scope of duties through the

- (a) Current position
- (b) Transitional work
- (c) Vacant position
- (d) Attaining a position through the claiming day or posting process

2. **Graduated Return to Work:**

Not working regular number of hours. Program should lead toward return to full duties and hours within eight (8) weeks.

3. **Rehabilitation:**

Special rehabilitation programs as recommended and supported by professional Physiotherapy or Occupational Therapy providers.

4. **Ergonomic Adjustments:**

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

(b) **Rate of Pay and Appraisal Period**

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

(c) **Re-orientation to the Workplace**

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

(d) **Accommodation Committee**

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

Purpose

The purpose of the Committee is to promote the philosophy and encourage the return to work of employees.

Role and Function

The roles and functions of the Committee are as follows:

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

Responsibilities

The responsibilities of the Committee are as follows:

- Determine, in conjunction with the employee and the physician, the bona fide limitations and restrictions of the disabled employee.
- Determine if the employee can return to their current position.
- Determine if the current position can be modified to accommodate the disabled employee.
- Determine if part-time positions are available for those unable to manage a full shift.
- Determine if alternative work is suitable.
- Develop an individual program for the employee and keep the employee actively involved in the plan by maintaining continuous contact.
- Communicate potential problems to the Board and the Union.
- Maintain a liaison with the Joint Health and Safety Committee.
- Review status of the employee for the purpose of LTD claims.

- Keep a confidential record of meetings.

22.07 Service After Retirement Age

Any person employed by the Board after reaching retirement age, who has already received sick leave payout as prescribed by Section 22.05, shall not be entitled to any of the benefits set forth in this Article 22.

22.08 Recovery From a Third Party (Subrogation)

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

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

- 23.01** Regular employees shall earn vacation, sick leave and statutory holidays while they are in receipt of paid sick leave (excluding Emergency Sick Leave Fund in excess of twenty-one (21) consecutive working days).
- 23.02** Notwithstanding any other provisions of the Agreement, regular employees shall not earn vacation or sick leave while they are on:
- (i) unpaid sick leave or unpaid leave for any reason of health or disability in excess of sixty (60) consecutive calendar days;
 - (ii) Workers Compensation in excess of sixty (60) consecutive calendar days;
 - (iii) unpaid personal leave.

ARTICLE 24: LEAVE OF ABSENCE

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

24.01 Approved Leave of Absence During Vacation

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

24.02 General Leave

- (i) The Board may grant leave of absence without pay and loss of seniority to any regular employee requesting such leave for good and sufficient cause, such requests shall be in writing and approved by the Board. The Board's approval shall not be withheld unjustly.
- (ii) Regular employees off work on WCB and/or approved leave of absence greater than twelve (12) months shall bump back into the work force upon their return to work in accordance with Article 17.

24.03 Union Business

- (i) Time-off with pay shall be granted to not more than four (4) representatives of the Union when it becomes necessary to transact business with the Board during working hours.
- (ii) Time-off without pay shall be granted to not more than four (4) delegates of the Union, upon verbal notification, followed by written application to the Director of Facilities or delegate.

24.04 Bereavement Leave

- (i) In the event of death of a member of an employee's immediate family: spouse (including common-law spouse), children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren, or any 2nd degree relative living at the same household as the employee, such employee shall be granted upon request, leave of absence deemed appropriate by the Director of Human Resource Services or their delegate. The employee shall receive regular straight time salary for an aggregate total of up to four (4) working days. The Director of Human Resource Services may also authorize travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate as a result of the location of the funeral.
- (ii) In the event of the death of a relative not mentioned above or a friend of an employee, the employee shall be entitled to one-half day leave (one day if the

funeral is outside the Capital Regional District) with pay for the purpose of attending the funeral.

- (iii) Temporary and spareboard employees shall be eligible for the Bereavement Leave benefits as provided in sub. i) and ii) above , provided such employee would actually have worked on those days for which payment is claimed under this clause.

24.05 Jury Duty

- (i) An employee who is subpoenaed for jury selection and/or jury duty, or called upon to act as a court witness, shall continue to receive full pay while so engaged, provided he/she turns over to the Board any monies he/she receives for serving as a juror or witness on days he/she would normally be working. Employees subpoenaed for such service are expected to return to the job, if not required to serve.
- (ii) Temporary and spareboard employees shall be eligible for Jury Duty Leave as provided in sub i) above, provided such employee would actually have worked on those days for which payment is claimed under this clause.

24.06 Educational Leave

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

24.07 Maternity, Parental, Adoption and Paternity Leave

Maternity Leave

A pregnant employee shall be entitled to maternity leave as follows:

- (i) Employees making application will be granted unpaid pre and post-natal maternity leave, not in excess of a total of twenty-six (26) weeks, subject to review and possible extension of up to six (6) weeks in individual cases which are supported by written medical evidence;
- (ii) It is incumbent upon the employee to provide medical evidence of the expected date of confinement at least four (4) weeks in advance.

Parental/Adoption Leave

- (iii) (a) An employee shall be entitled to unpaid parental leave upon four (4) weeks written notice of the expected birth date of the child. Such leave shall be for a maximum thirty-seven (37) weeks and in accordance with Section 51.1 of the *Employment Standards Act*.
- (b) In the case of a parental leave as an extension to a maternity leave, the employee shall provide four (4) weeks written notice of such request and such leave shall not be greater than twenty-six (26) weeks. The combined maternity leave and parental leave shall not exceed fifty-two (52) weeks for the same birth except for the extra six (6) week entitlement under Article 24.07 (i) and five (5) week entitlement under Article 24.07 (v).
- (iv) An employee will be entitled to a leave of absence without pay to a maximum period of thirty-seven (37) weeks, for the purpose of adopting a child, without loss of classification or benefits on return to work, in accordance with the provisions of subsection (vi) below. The employee will be required to furnish proof of adoption.
- (v) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (iii) or (iv).
- (vi) The employee returning to work after the expiry of the authorized leave, will be reinstated in all respects and service will be deemed to be continuous.
- (vii) The Board shall provide to a regular employee a leave of absence with pay to a maximum of four (4) days for the purpose of the adoption or legal guardianship of a child.

Paternity Leave

- (viii) The Board shall provide to a regular employee a leave of absence with pay to a maximum of four (4) days for the purpose of paternity leave. This paternity leave shall be taken within forty (40) working days from the date of birth, or adoption, of the child.

24.08 Family Leave

The Board shall provide an employee, after notification, with a leave of absence with pay up to a maximum of four (4) shifts per year (July 1 to June 30) in the case of sudden or critical illness or injury or for convalescent care in the immediate family. Immediate family is defined as children, parents or spouse.

- (i) Sudden is defined as circumstances that are unanticipated and require immediate attention. Normally this would be related to the immediate family requiring the employee's presence at home and would not apply to scheduled medical appointments of a non-emergency nature;

- (ii) Critical illness or injury is defined as a life threatening illness or injury; or a medical condition requiring hospitalization under the orders of a medical doctor where the doctor requests the attendance of the employee;
- (iii) Convalescent care is defined as a means to provide for the care of an individual during a period of recuperative time following surgery or serious illness;
- (iv) The Employer may require a certificate from a duly qualified medical practitioner as proof of such illness or injury.

ARTICLE 25: PAYMENT OF WAGES AND ALLOWANCES

25.01 Bi-Weekly Pay

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

25.02 Shift Differential

Regular and spareboard employees on an afternoon and night shift shall be paid for hours actually worked at the rates of pay contained in Schedule "A". They shall in addition be paid an hourly shift differential as contained in Schedule "C" for hours worked on an afternoon and night shift.

25.03 Mileage Allowance/Vehicle-Use Compensation

- (i) Employees authorized to use their personal vehicle in carrying out duties for the Board shall be reimbursed. Each July the Kilometer Allowance should be adjusted to reflect the rate established by the Victoria aggregate cost of operating a mid size automobile or, when the Victoria aggregate cost is not available, the British Columbia aggregate cost. The Board will provide the Union with the cost analysis used to determine the current Vehicle Standard Cost as established by the Runzheimer Vehicle Standard Cost Schedule or, if not available, another source as agreed to by the Union and the Board.
- (ii) In addition to (i) above, a vehicle use compensation of sixty dollars (\$60.00) per month will be paid to employees who are authorized to use their personal vehicle for transporting to/from job sites both School Board and personal tools, materials, and fellow employees, when mileage exceeds one hundred kilometers (100 km) per month.

25.04 Uplift in Rate

- (i) Where an employee is assigned to perform work of another employee in a higher rate of pay, he/she shall receive the higher rate of pay.
- (ii) Senior regular employees on the site with the required qualifications shall have preference to temporary uplift, except in the case of foreman, which will be the senior qualified employee within the functional work unit.

25.05 Foreman's Allowance

The Board may appoint a foreman to supervise at least four (4) or more journeymen. Such foreman shall be paid the hourly rate as contained in Schedule "A".

25.06 Grounds and Painter Foreman's Allowance

The Grounds Foreman and Painter Foreman shall be paid the hourly rate as contained in Schedule "A".

25.07 Sub-Foreman's Allowance

The Board may appoint a sub-foreman in a particular classification. The sub-foreman shall receive their classification rate, plus the allowance as contained in Schedule "C".

25.08 Grounds Sub-Foreman's Allowance

The Grounds Sub-Foreman shall be paid the hourly rate as contained in Schedule "A".

25.09 Chargehand's Allowance

When additional supervision is necessary on any particular job, a Chargehand may be appointed by the Department Manager for a period of three (3) months, or such longer time as may be mutually agreed upon by the parties. The Chargehand so appointed shall receive their classification rate, plus the allowance as contained in Schedule "C", for the period of such appointment.

25.10 Spray Painting Allowance

Painters shall receive an additional allowance as contained in Schedule "C", while spray painting.

25.11 Swing Stage Allowance

Any employee required to work on a swing stage shall be paid an additional allowance as contained in Schedule "C" while so employed.

25.12 Engineer Trainee's Allowance

Engineer-Trainees (without certification) shall be paid an allowance as contained in Schedule "C" over and above the maximum rate for a Custodian I. This premium will be paid for a maximum of one (1) year. Engineer-Trainees are to be appointed not later than June 1st in any year.

25.13 Power Engineer's Allowance

- (i) Where Certification is required, employees shall receive additional compensation as contained in Schedule "C" in respect of:
 - (a) B.C. Power Engineer's Certificate, 3rd Class
 - (b) B.C. Power Engineer's Certificate, 4th Class
 - (c) PIPE Certification – Boiler Safety Awareness Course (BSAW)
- (ii) Certification on or after July 1st, 1966 shall not be recognized for additional pay unless required by the Board as a condition of employment. Any Custodian II who, at the date of signing of this Agreement, is receiving additional pay for certification, shall continue to receive such additional pay, provided he/she remains in the custodial staff, or unless he/she is the successful applicant for a position for which the certification pay is otherwise.

25.14 Certified Custodian I's Allowance

Certified Custodian II's operating steam plants, other than on day shifts, shall receive the certification pay normally paid to the Custodian II of the school.

25.15 Field Safety Representative Allowance

The Electrical Foreman who is the holder of a "B" Contractors License and a valid Certificate of Competency, in accordance with the B.C. Electrical Code, qualifying such employee as an accredited Field Safety Representative from the British Columbia Safety Authority (Provincial Electrical Inspector) and who is so assigned by the Board, shall receive an allowance as contained in Schedule "C" for each hour working in such capacity.

25.16 Herbicide and Pesticide Spray Allowance

Employees actually employed spraying herbicide and pesticide in the grounds area who are controlling the spray shall receive premium pay as contained in Schedule "C" for each hour worked.

25.17 First Aid Allowance

- (i) The Board shall provide first aid training costs for any employee who volunteers and is selected or who is appointed to a position requiring such qualification.
- (ii) Any employee who is designated as a First Aid Attendant shall receive an allowance based upon the certification required under the Workers' Compensation Board Regulations as contained in Schedule "C" in respect of:
 - (a) Occupational Level 2 First Aid Certification;
 - (b) Occupational Level 1 First Aid Certification.

25.18 Asbestos Abatement Risk Premiums

The following premiums shall be paid over and above the basic rate of pay for each employee involved in a low, moderate or high risk work activity:

- (a) The Class 1 allowance to be paid for LOW and MODERATE RISK work activities as defined in the W.C.B. publication listed below shall be as contained in Schedule "C";
- (b) The Class 2 allowance to be paid for HIGH RISK work activities as defined in the W.C.B. publication listed below shall be as contained in Schedule "C".

The definition of RISK shall be as presented within the W.C.B. publication - Safe Handling of Asbestos - A Manual of Standard Practices: 10th printing August, 1996.

Where conditions necessitate the above premiums be paid, the premium shall be in effect for a minimum of two (2) hours.

The premium will be paid for all time commencing with the donning of the appropriate protection, work performed while wearing such protection, through to the removal of such protection.

25.19 Gas Ticket Allowance

A qualified journeyman who is a holder of a Gas Ticket, and who is so assigned by the Board, shall receive a premium as contained in Schedule "C" for each hour worked.

25.20 Premiums and Allowances

All allowances under this section, except Article 25.03, shall be subject to the same percentage increase as occurs in the basic payroll.

Note: This clause takes effect January 1, 1994.

ARTICLE 26: FRINGE BENEFITS

26.01 Medical Services Plan and Extended Health Benefits

Regular employees who are eligible for coverage under the terms of the Medical Services Plan of British Columbia and the Extended Health Benefits Plan in effect through the Capital Area Benefit Trust, may participate in both plans from the first day of the month following completion of their probationary period. Eligible employees shall contribute as follows:

- (a) Medical Services Plan: Eligible employees shall contribute twenty-five percent (25%) of the premium for the plan and the employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premium;
- (b) Extended Health Benefits: Eligible employees shall contribute twenty-five percent (25%) of the premium for the plan and the employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premium. The plan shall include vision care providing for eighty percent (80%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for each regular employee and their dependents to a maximum cost of two hundred dollars (\$200) per pair (including hearing aids to a maximum of five hundred dollars (\$500.00) every five years).

26.02 Group Life Insurance

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

26.03 Dental Plan

Regular employees who are eligible for coverage under the terms of the Dental Plan in effect through the Capital Area Benefit Trust, may participate in this Plan from the first day of the month following completion of their probationary period. Eligible employees shall contribute twenty-five percent (25%) of the premiums for this Plan and the Employer shall contribute the remaining seventy-five percent (75%). The Dental Plan shall provide for payment of one hundred percent (100%) of the claims under Plan "A" (basic service) and fifty percent (50%) of the claims under Plan "B" (prosthetic appliances, crown and bridge procedures). The terms of the Plan established with the carrier shall apply.

26.04 Municipal Pension Plan

All newly hired regular employees, upon completion of their probationary period, shall participate under the Pension (Municipal) Act, subject to the terms and conditions of such Act.

26.05 Workers' Compensation

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

26.06 Retirement Gratuity

An employee who reaches retirement age and retires in accordance with the Pension (Municipal) Act and has completed ten (10) years or more continuous service shall be granted one (1) month's extra pay and, if such employee has not taken their vacation for the current year, he/she shall be paid in lieu of such vacation in accordance with Section 21.07.

26.07 Pro-Rata of Employee Premiums

- (i) For twelve (12) month employees: The employee's share of annual fringe benefit premiums for Article 26.02 (Optional Life only) and 26.03 (Dental) will be deducted on a twelve (12) month basis on the last pay of each month.
- (ii) For ten (10) month employees: The employee's share of September to June fringe benefit premiums for Article 26.03 (Dental) will be deducted on a ten (10) month basis on the last pay of each month.
- (iii) For ten (10) month employees: Note that one hundred percent (100%) employer paid obligation under 26.01 and 26.03 does not apply to summer months. Therefore, the employee's share of July and August fringe benefit premiums for Article 26.01 (Medical and Extended Health) and Article 26.03 (Dental) will be deducted on a ten (10) month basis on the first pay of each month. An adjustment will occur each June to allow for changes to premium rates and to reconcile for actual costs or employee dependent changes during the school year.

26.08 Jointly Trusteed Benefits Trust

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

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

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

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

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

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

ARTICLE 27: TECHNOLOGICAL CHANGE

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

27.02 Where a technological change is to be implemented which (i) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (ii) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.

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

27.04 Where the introduction of such technological change results in an employee becoming redundant or displaced and where the employer determines that the employee can acquire the new skills required in a reasonable period of time, the employee shall be provided the opportunity to acquire the new skills. There shall be no reduction in wage rates during the training period.

Where the employee and/or employer determine that retraining is not a viable option, then Article 17 shall apply.

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

ARTICLE 28: TRAINING/STAFF DEVELOPMENT

28.01 On-the-Job Training

The parties agree as follows:

- (i) When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees within their own functional work units during normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within that work unit and/or department and, secondly, to provide enhanced opportunity for employees to advance within their own departments as permanent vacancies occur therein;
- (ii) Additional Employer consideration when selecting employees for training under this Article shall be as follows in rank order:

- (a) the present and future operating needs and efficiency of the department and/or work unit involved;
 - (b) the relationship between an eligible employee's current work and the training to be offered;
 - (c) the capabilities and past performance of the employees considered for training; and
 - (d) seniority
- (iii) Training of a more general nature or of interest to a number of employees in a given work unit or department may also be offered by the Employer under this Article. Such training shall always meet the basic criteria set out in the first sentence of Subsection (i), with employees being selected for such;
- (iv) Training under this Article shall in no event take place between departments and shall not be provided solely to enable employees to obtain the qualifications of experience required in order to qualify for higher paid positions. For purposes of this Letter, "functional work units" shall be defined as smaller work units within a given department which, for purposes of training, are considered distinct for functional or operational reasons by the Employer.

28.02 Staff Development

The Board is committed to on-going staff development that takes place during the work day and is funded by the District. A Joint Staff Development Committee of the Union and the Employer shall coordinate appropriate staff development activities. Staff development activities are designed to enhance personal growth and workplace effectiveness and are not intended to replace On-the-Job Training and/or Educational Leave. Participation by employees in staff development activities shall be voluntary.

ARTICLE 29: OCCUPATIONAL HEALTH AND SAFETY

29.01 Mutual Co-operation

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

29.02 Hazardous Substances

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

29.03 Occupational Health and Safety Committee

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

29.04 Workplace Violence

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

ARTICLE 30: COMMUNICABLE DISEASE PROTECTION

To protect against contraction or to effect a cure for influenza, the Board shall pay the costs not met by an employee's own medical coverage for a maximum of one (1) influenza injection per year.

ARTICLE 31: HARASSMENT

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

31.02 Harassment, including sexual harassment, is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome by the recipient.

Harassment does not include actions occasioned through exercising in good faith the employer's and employee's rights and responsibilities for a legitimate work related purpose.

31.03 Cases of harassment, including sexual harassment, shall be considered discrimination and, if not resolved on a confidential basis pursuant to Clause 31.01, above, shall be eligible to be processed as a grievance. In cases of harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of harassing an employee.

ARTICLE 32: EMPLOYEE RECORDS

Each employee shall be entitled to receive a record of their sick-leave standing and a copy of any personal appraisal or disciplinary action which is added to their file.

ARTICLE 33: PRINTING THE COLLECTIVE AGREEMENT

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

33.02 Acceptance of employment with the Board shall constitute acceptance of the terms and conditions of this Agreement.

ARTICLE 34: CUSTODIAL JOB DUTIES

34.01 (i) In schools under 90,000 square feet, the Custodian II, in addition to those duties specifically outlined in the job descriptions, shall be responsible for cleaning and maintaining a designated area.

(ii) In schools where the area to be heated is over 90,000 square feet, and schools under 90,000 square feet where a third class Engineer's certificate is required under the *Power Engineers & Boiler & Pressure Vessel Safety Act*, the day shift Custodian II shall not be required to perform any sweeping on a regularly scheduled basis.

34.02 The duties of a Custodian 1 and Day Cleaner shall be as defined in their job descriptions.

34.03 One-half (1/2) hour of cleaning time will be allocated for each portable building.

34.04 An Engineer Trainee shall be responsible for Custodian I's duties during such times as he/she is not required in the Boiler Room.

34.05 Custodian II's are to be advised in advance of all rentals of rooms, gymnasiums, or auditoriums.

ARTICLE 35: JOB CLASSIFICATION AND RECLASSIFICATION

35.01 Definition and Purpose of Job Descriptions

The definition and purpose of job descriptions are as follows:

- (i) To generally describe the responsibilities, duties and scope of individual positions or jobs;
- (ii) The examples or illustrations of work performed are not exhaustive but merely a listing of the significant tasks involved in a position or job;
- (iii) Job descriptions notwithstanding, it is accepted that all employees have a responsibility to assist and cooperate with other employees and supervisors in ensuring that work is performed in a productive and efficient fashion.

35.02 New/Revised Job Descriptions

The current job descriptions shall be in effect on the effective date of this Agreement.

- (i) In the event that a new job is created by the Employer after the effective date of this Agreement, or any job is altered significantly by the Employer, a new or updated job description shall be prepared by the Employer and forwarded to the Union.
- (ii) When the Union agrees that the description adequately describes the duties which the Employer requires of the job, it shall endorse and return the description to the Secretary-Treasurer, who shall then finalize the description.
- (iii) If the Union feels that the description does not adequately describe the duties which the Employer requires of the job, it may request that the description be reviewed by the Joint Job-Description Committee.

35.03 Joint Job-Description Committee

- (i) The Joint Job-Description Committee shall consist of two (2) appointees from the Union and the Employer. It shall meet as required to review job descriptions referred to it by either the Employer or the Union. When the committee members agree on wording to adequately describe the duties which the Employer requires of the job, the description shall be finalized by the Director of Human Resource Services on the basis of such Agreement.
- (ii) When the Committee is unable to agree within thirty (30) days upon wording to adequately describe the duties which the Employer requires of the job, either party may refer the description to a single arbitrator to have this wording established. The cost of the arbitration shall be shared equally by the parties. Should the parties fail to agree on an arbitrator within 10 days of referral, the Minister of Labour shall be requested to appoint an arbitrator.

35.04 Pay Reviews

Where a position is changed by the Employer sufficiently to warrant a re-evaluation, or a new position is created by the Employer, the rate of pay for that new or revised position shall be established by the Employer for a period of six (6) months, and written notice to this effect shall be forwarded to the Union. After the six (6) month period, the Union may request an evaluation review of the pay rate so established. If no agreement is reached as a result of this review, the parties may resolve the matter through the grievance procedure, provided always, that if arbitration is required, the arbitrator shall have the power to adjust the wage rate accordingly.

ARTICLE 36: PERMITS

- 36.01** (i) The amount of time allotted to service night school classes shall not exceed ten (10) minutes per classroom. The time allotment for each normal community use permit and school use permit shall not exceed ten (10) minutes.
- (ii) Permits that require services over and above the normal service, such as locking, unlocking of doors, providing and returning equipment, shall be paid at overtime rates.

ARTICLE 37: CLOTHING ALLOWANCE

37.01 The Board is to issue for use (but to remain the property of the Board) gum boots and rubber clothing, as required for abnormal working conditions relating to flood, sewage operation, mud conditions, (etc.). As well, a pair of coveralls shall be made available for the use of Custodian I's and Custodian II's when they are actually cleaning boilers.

37.02 Safety Footwear Allowance

Where the Employer deems it necessary to wear approved safety footwear, and does not provide such footwear, the Board shall provide such employees a maximum of one hundred and forty dollars (\$140.00) for the purpose of purchasing appropriate safety or protective footwear. The reimbursement shall be available once every eighteen (18) months, upon the presentation of a receipt for the purchase of approved safety footwear.

The employer will provide a list of footwear specifications.

ARTICLE 38: TERM OF AGREEMENT

38.01 Term

This Agreement shall remain in effect from and including July 1, 2006 to and including June 30, 2010, and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

38.02 Continuation Clause

Should either party give written notice to the other party in accordance with Section 38.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

38.03 (S) 50 Exclusions

The parties agree to exclude the operation of subsections (2) and (3) of (S) 50 of the Labour Relations Code.

38.04 Retroactivity

- (i) All negotiated changes in rates of pay and/or allowances in the Collective Agreement shall be adjusted retroactively to the first day of the contract, unless otherwise specified.
- (ii) Retroactive pay shall be paid at the earliest date practical and not later than thirty (30) calendar days following the date of the signing of this Agreement.

ARTICLE 39: CONTRACTING OUT

- (i) In order to provide job security for the members of the bargaining unit, no regular employee shall be laid off and placed on the recall list, or otherwise terminated, as a result of contracting-out of bargaining unit work normally performed by regular employees.
- (ii) Notwithstanding the above, the Board shall have the right to contract capital work projects.
- (iii) The Board agrees to endeavour to provide these projects to its bargaining unit members whenever operationally and financially feasible.

- (iv) The Board agrees to notify the Union in writing prior to contracting out any Capital Work projects.

39.02 Volunteers

Volunteers will not perform tasks that are within any contractual agreements and/or job descriptions of CUPE Local 382, unless mutually agreed to by CUPE Local 382 and the Board, in accordance with Policy 1240, as revised in 1994.

39.03 Work Experience

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

1. Participation in a work experience placement shall be approved in writing by the Board (or designate), the Union, and the individual regular employee involved prior to any placement;
2. Participation in a work experience placement by an employee is completely voluntary;
3. (a) A work experience placement is not to be made when such placement will replace a regular or spareboard employee who is on lay-off or whose job has been eliminated due to budget cuts or “downsizing”, nor shall such placement be used to avoid hiring an employee.

(b) Should the employee trainer be laid off during the placement, the placement will be terminated.
4. No employee will be held liable or responsible for the improper action of any individual participating in a work experience placement;
5. A person placed within the District in a work experience shall be subject to the requirement of an acceptable criminal record check;
6. A person placed within the District in a work experience is not an employee nor entitled to any preference over any regular or spareboard employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties;
7. At no time will an individual be placed in a workplace during an industrial relations dispute between the Union and the Employer. If an industrial relations dispute arises during a work experience placement, the individual will be removed from the workplace until such time as the dispute is resolved;
8. The employee who has agreed to supervise an individual on a work experience placement will be provided with adequate time to work with the individual without penalty or threat of discipline;

9. The Work Experience Placement Agreement referred to in the Letter of Understanding created jointly by the Board and the Union sets out conditions for internal placement(s) within School District #61.

Note: Please refer to Letter of Understanding #2.

ARTICLE 40: WORK HOUR REDUCTIONS

Since the Letter of Understanding dated January 10, 1975, custodial work hours in the schools have been significantly reduced. The Union agrees with the Board that these reductions are due to budget restraint. The Parties agree that if further reductions are being considered that the parties will meet to discuss the possible reductions and to consider available alternatives.

ARTICLE 41: LETTERS OF UNDERSTANDING

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

- # 1 Jurisdictional Anomalies
- # 2 Work Experience Placement Agreement
- # 3 Reclassification of Day Cleaner Positions
- # 4 Asbestos Abatement Programs
- # 5 (S) 54 Labour Adjustment Agreement
- # 6 Article 1.12 Seasonal Groundskeeping
- # 7 Joint Consultation Committee – Benefit Plan Discussions

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

_____ day of _____, 2007, in the City of Victoria, Province of British
Columbia.

FOR THE EMPLOYER

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

FOR THE UNION

Sealed with the Seal of the Canadian Union
of Public Employees, Local No. 382 in the
presence of:

*LDWcope491

SCHEDULE "A"

CUPE LOCAL 382 WAGE RATES PER HOUR

Amended October 1, 2006		REGULAR WAGE RATE PER HOUR			
		EFFECTIVE JULY 1, 2006 - JUNE 30, 2010			
Pay Grade	Classification	Rate per hour at July 1 / 06 - including 2% increase	Rate per hour at July 1 / 07 - including 2% increase	Rate per hour at July 1 / 08 - including 2% increase	Rate per hour at July 1 / 09 - including 2% increase
		\$	\$	\$	\$
3	Groundskeeper	18.14	18.50	18.87	19.25
	Spareboard Custodian I				
5	Day Cleaner	18.80	19.18	19.56	19.95
6	Cafeteria Manager	19.01	19.39	19.78	20.18
	Labourer				
	Custodian 1				
	Receiver/Shipper/Warehouse				
8	Desk Sander	19.39	19.78	20.18	20.58
	Garage Attendant				
	Tractor Driver				
	Truck Driver				
	Equipment Operator				
9	Truck Driver (over 10,900 kg.)	19.60	19.99	20.39	20.80
11	Dispatcher	19.98	20.38	20.79	21.21
	Asbestos Chargehand	20.04	20.44	20.85	21.27
12	Utilityman	20.21	20.61	21.02	21.44
	Irrigation Technician				
	Back Hoe Operator				
13	Welder III	20.90	21.32	21.75	22.19
	Industrial Education Machine Fitter				
19	Grounds Sub Foreman #1	21.70	22.13	22.57	23.02
20	Furniture Finisher	23.61	24.08	24.56	25.05
20	Painter #6	23.61	24.08	24.56	25.05
	Glazier #6				
	Locksmith #6				
	Mechanic #6				
	Gardener #6				
21	Custodial Foreman #2	24.51	25.00	25.50	26.01
22 (a)	Machinist	24.33	24.82	25.32	25.83
	Oil Burner Mechanic				
22 (a)	Carpenter #6	24.33	24.82	25.32	25.83
	Plumber #6				
	Tinsmith #6				
	Mason #6				
	Welder I #6				
22 (b)	Painter Chargehand	24.64	25.13	25.63	26.14
22 (c)	Tinsmith Chargehand	25.36	25.87	26.39	26.92

SCHEDULE "A" Continued

CUPE LOCAL 382 WAGE RATES PER HOUR

Amended October 1, 2006		REGULAR WAGE RATE PER HOUR			
		EFFECTIVE JULY 1, 2006 - JUNE 30, 2010			
Pay Grade	Classification	Rate per hour at July 1 / 06 - including 2% increase	Rate per hour at July 1 / 07 - including 2% increase	Rate per hour at July 1 / 08 - including 2% increase	Rate per hour at July 1 / 09 - including 2% increase
24	Asbestos Foreman #3	26.61	27.14	27.68	28.23
	Grounds Foreman #3				
24	Carpenter Foreman #3 and #6	26.61	27.14	27.68	28.23
	Painter Foreman #3 and #6				
25	Plumber Foreman #4 and #6	26.93	27.47	28.02	28.58
26	Electrical Foreman #5 and #6	27.48	28.03	28.59	29.16
27	Health / Safety Officer	28.42	28.99	29.57	30.16

Footnotes:	Includes
#1 Grounds Sub Foreman	Sub Foreman Allowance - Article 25.07
#2 Custodian Foreman	Based on Schedule "B" - >200,000 sq. ft. Foreman Allowance - Article 25.05 Power Engineer Class 4 - Article 25.13 (l)(b) Afternoon Differential - Article 25.02
#3 Foreman	Foreman Allowance - Article 25.05
#4 Plumber Foreman	Foreman Allowance - Article 25.05 Gas Ticket - "B" - Article 25.19
#5 Electrical Foreman	Foreman Allowance - Article 25.05 Electrician - Class "A" - Article 25.15
#6 Trades Adjustment	Trades Adjustment per Support Staff Education and Adjustment Committee Approval - September 22, 2006 July 1, 2006 \$0.60 per hour July 1, 2007 \$0.61 + \$0.60 = \$1.21 per hour July 1, 2008 \$0.63 + \$0.61 + \$0.60 = \$1.84 per hour July 1, 2009 \$0.64 + \$0.63 + \$0.61 + \$0.30 = \$2.18 per hour

SCHEDULE "B"

CUPE LOCAL 382 WAGE RATES PER HOUR

		REGULAR WAGE RATE PER HOUR EFFECTIVE JULY 1, 2006 - JUNE 30, 2010			
Pay Grade	School Area (Square Feet)	Rate per hour at July 1 / 06 - including 2% increase	Rate per hour at July 1 / 07 - including 2% increase	Rate per hour at July 1 / 08 - including 2% increase	Rate per hour at July 1 / 09 - including 2% increase
		\$	\$	\$	\$
5	1 - 10,000	18.80	19.18	19.56	19.95
7	10,001 - 30,000	19.19	19.57	19.96	20.36
8	30,001 - 40,000	19.39	19.78	20.18	20.58
9	40,001 - 50,000	19.60	19.99	20.39	20.80
10	50,001 - 70,000	19.78	20.18	20.58	20.99
12	70,001 - 100,000	20.21	20.61	21.02	21.44
14	100,001 - 130,000	20.43	20.84	21.26	21.69
15	130,001 - 160,000	20.64	21.05	21.47	21.90
16	160,001 - 200,000	20.84	21.26	21.69	22.12
18	OVER 200,000	21.02	21.44	21.87	22.31
8	Shift Custodian	19.39	19.78	20.18	20.58

SCHEDULE "C"

CUPE LOCAL 382 ALLOWANCE PAYMENTS

Allowance values as defined within Article 25

		EFFECTIVE JULY 1, 2006 - JUNE 30, 2010			
Article	Allowance	Rate per hour at July 1 / 06 - including 2% increase	Rate per hour at July 1 / 07 - including 2% increase	Rate per hour at July 1 / 08 - including 2% increase	Rate per hour at July 1 / 09 - including 2% increase
		\$	\$	\$	\$
25.02	Shift Differential				
	Afternoon	0.70	0.71	0.72	0.73
	Night	0.86	0.88	0.90	0.92
25.05 & 25.06	Foreman	2.27	2.32	2.37	2.42
25.07 & 25.08	Sub-Foreman	1.49	1.52	1.55	1.58
25.09	Chargehand	1.02	1.04	1.06	1.08
25.10	Spray Painting	0.70	0.71	0.72	0.73
25.11	Swing Stage	0.29	0.30	0.31	0.32
25.12	Engineer Trainee	0.29	0.30	0.31	0.32
25.13	Power Engineer				
	3rd Class	1.14	1.16	1.18	1.20
	4th Class	0.51	0.52	0.53	0.54
	BSAW	0.51	0.52	0.53	0.54
25.15	Electrician - 'B' Contractors License	0.58	0.59	0.60	0.61
25.16	Herbicide & Pesticide Spray	0.70	0.71	0.72	0.73
25.17	First Aid - Level I	0.55	0.56	0.57	0.58
	First Aid - Level II	1.09	1.11	1.13	1.15
25.18	Asbestos Abatement				
	Low & Moderate Risk	2.86	2.92	2.98	3.04
	High Risk	4.00	4.08	4.16	4.24
25.19	Natural Gas Ticket "A"	0.55	0.56	0.57	0.58
	Natural Gas Ticket "B"	0.33	0.34	0.35	0.36

SCHEDULE "D"

APPRENTICESHIP SCALE

	<u>3 Year</u>	<u>4 Year</u>
1st six months	50%	50%
2nd six months	55%	55%
3rd six months	65%	65%
4th six months	75%	70%
5th six months	85%	75%
6th six months	95%	80%
7th six months		85%
8th six months		95%

LETTER OF UNDERSTANDING # 1

between

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

and

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

and

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

Re: Jurisdictional Anomalies

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

WHEREAS these anomalies may give rise to jurisdictional uncertainty and / or disputes, which can adversely affect employees and the delivery of educational services to students in District #61,

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

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

LETTER OF UNDERSTANDING # 1 – Continued

4. Where the Parties are unable to achieve a mutually agreeable resolution within thirty (30) days, or such longer period as may be agreed to by the Parties, then the matter shall be submitted to a single arbitrator named by agreement of the Parties for the sole purpose of adjudicating disputes arising under this provision;

5. It is understood that, where the Parties are agreed, the question may be adjudicated based on written submission to the arbitrator, otherwise he/she shall conduct a hearing in the normal manner.

Dated this _____ day of _____, 2007

Chairperson
Board of School Trustees of School
District No. 61 (Greater Victoria)

Secretary-Treasurer
School District No. 61 (Greater Victoria)

President, Local 382

Secretary, Local 382

On behalf of CUPE Local 947

LETTER OF UNDERSTANDING # 2

between

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

and

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

Re: Work Experience Placement Agreement

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

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

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

LETTER OF UNDERSTANDING # 2 – Continued

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

Note: Please refer to Article #39.03

Dated this _____ day of _____, 2007

Chairperson
Board of School Trustees of School
District No. 61 (Greater Victoria)

Secretary-Treasurer
School District No. 61 (Greater Victoria)

President, Local 382

Secretary, Local 382

LETTER OF UNDERSTANDING # 3

between

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

and

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

Re: Reclassification of Day Cleaner Positions

The parties agree as follows:

This Letter is intended to clarify the agreement between the parties regarding the reclassification of Day Cleaner positions to Day Custodian 1 Positions, including those initially reclassified as a result of the June 15, 1987 agreement between the parties.

Nothing in this Letter in any way restricts the Employer's right to determine whether a Day Cleaner or a Day Custodian 1 will be used in a particular school. As well, this Letter is not intended to eliminate the classification of Day Cleaner.

Recognizing that the Custodian II's job description contains various elements which are not included in the Day Cleaner's job description and therefore might be more appropriate for use in some schools, should the Operations Department at any time determine on its own motion, or on the request of the Union or the employee involved, that the cleaning needs of any particular school would be more efficiently concluded if the Day Cleaner position in that school were reclassified to a Day Custodian 1 position, such reclassification shall take place in accordance with this Letter without the need of posting.

The reclassification of a Day Cleaner to a Day Custodian 1 under this Letter shall not result in an increase in hours worked by the incumbent involved. Both parties recognize that Day Cleaners currently work less than eight (8) hours per day. It is agreed therefore, Subsection 18.05 (ii) of the Collective Agreement notwithstanding, that those employees reclassified from Day Cleaner to Day Custodian 1 in accordance with this Letter shall continue to work the same hours per day as defined by their current appointment as Day Cleaners.

LETTER OF UNDERSTANDING # 3 – Continued

The Employer further agrees, when the incumbent in any Day Cleaner position retires or whose employment terminates for any other reason, it shall assess its cleaning needs in that school and if a Day Custodian 1 would be more appropriate, the position shall be posted as a Day Custodian 1 at the same number of hours as worked by the previous incumbent.

Dated this _____ day of _____ 2007.

Chairperson
Board of School Trustees of School
District No. 61 (Greater Victoria)

Secretary-Treasurer
School District No. 61 (Greater Victoria)

President, Local 382

Secretary, Local 382

LETTER OF UNDERSTANDING # 4

between

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

and

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

Re: Asbestos Abatement Programs

WHEREAS the parties are desirous of undertaking the District's asbestos abatement programs where economically and logistically practical.

NOW THEREFORE the parties are in agreement with the following particulars:

1. Premiums shall be paid as outlined in Schedule "C".

For the purposes of this agreement, Article 18.08 shall not apply.

During a shift where there is a need to wear the protective clothing, normally scheduled rest periods will be accumulated and either added to the shift lunch period or used to reduce the length of the shift.

Notwithstanding the above, no premium will be paid for work activities which do not require the wearing of protective clothing or respirator;

2. The Board agrees to establish an asbestos abatement pool consisting of a minimum of two (2) employees from each job classification where required. The asbestos removal handling crew shall be first assigned to such work, normal jurisdictional lines being recognized. In this regard, training opportunities shall be posted and be assigned on the basis of seniority;
3. All employees required to handle and/or remove asbestos shall be trained to W.C.B. acceptable standards by a qualified instructor who is acceptable to the Worker's Compensation Board. Only employees so qualified shall be required to remove and/or handle asbestos. The training programs to be implemented shall be discussed with the Union, and employees shall not be considered fully trained until they can demonstrate their competency in doing the work procedures involved;
4. The Union shall be involved in the development of documented work procedures to be followed for handling and/or removal of asbestos in all situations which arise. The procedures will include safety precautions, risk level and the equipment to be utilized. Wherever practicable work procedures will be developed to be used in emergency situations, however, it is understood that emergency needs may necessitate commencement of the work without prior consultation;

LETTER OF UNDERSTANDING # 4– Continued

5. The Employer shall implement a Medical Surveillance Program as required by the Workers' Compensation Board - Industrial Health and Safety Regulations. The School Board will contract the services of an occupational health physician, when required, to conduct the Medical Surveillance Program. The time between Medical Surveillance Programs will not exceed two (2) years;
6. When the Board contracts out projects which are the subject of this agreement, the Board shall advise the Union of the circumstances necessitating that action prior to projects being tendered. Where emergency situations arise, the Board will make every attempt to notify the Union prior to contracting out, however, the Board will not be obliged to do so in these circumstances;
7. The Board reserves the right to contract out projects including those which are the subject of this agreement, in accordance with Article 39 (Contracting Out) attached to and forming part of the current collective agreement.

Dated this _____ day of _____ 2007.

Chairperson
Board of School Trustees of School
District No. 61 (Greater Victoria)

Secretary-Treasurer
School District No. 61 (Greater Victoria)

President, Local 382

Secretary, Local 382

LETTER OF UNDERSTANDING # 5

between

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

and

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

RE: (S) 54 Labour Adjustment Agreement

The parties agree to the following variances to the Collective Agreement to facilitate the Labour Adjustment issues related to the 2002/2003 budget shortfall experienced by School District No. 61.

1. To amend Article 18.05 (i) to read:

With the exception of steam plants where the hours of work shall be mutually agreed upon, the Custodian II hours of work, except for the eight (8) schools listed below which shall be a minimum of six (6) consecutive hours of work, shall consist of up to eight (8) consecutive hours, excluding meal time, between 6:00 a.m. and 5:00 p.m.

Theses schools are:

- South Park Elementary
- Craigflower Elementary
- Torquay Elementary
- Lampson Street Elementary
- McKenzie Elementary
- James Bay Community School
- Eagle View Elementary
- Northridge Elementary

The balance of this Article is unchanged.

2. To amend Article 34.01 (ii) to read:

In schools where the area to be heated is over ninety thousand (90,000) square feet, and schools under ninety thousand (90,000) square feet where a third (3rd) class Engineer's certificate is required under the Power Engineers & Boiler & Pressure Vessel Safety Act, the day shift Custodian II shall be required to perform cleaning duties up to a maximum of two (2) hours on a regularly scheduled basis.

LETTER OF UNDERSTANDING # 5 (cont'd)

The parties further agree that the schools listed in this letter of agreement will be reviewed annually upon the completion of the annual budget process.

Dated this _____ day of _____, 2007

Chairperson
Board of School Trustees of School
District No. 61 (Greater Victoria)

Secretary-Treasurer
School District No. 61 (Greater Victoria)

President, Local 382

Secretary, Local 382

LETTER OF UNDERSTANDING # 6

between

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

and

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

RE: Article 1.12 Seasonal Groundskeeping

Notwithstanding the changes to Article 1.12 Seasonal Groundskeeping, it is agreed by the parties that the following employees will be exempt from the requirement to be enrolled in full-time post secondary education or that their employment is limited to a maximum of five (5) years. This agreement will be in effect until such time as these employees resign or are terminated from the District.

Norman Haddow
Grant Soutar
Philip Minter

Dated this _____ day of _____, 2007

Chairperson
Board of School Trustees of School
District No. 61 (Greater Victoria)

Secretary-Treasurer
School District No. 61 (Greater Victoria)

President, Local 382

Secretary, Local 382

LETTER OF UNDERSTANDING # 7

between

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

and

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

RE: Joint Consultation Committee – Benefit Plan Discussions

The Board and the Union agree to discuss, at Joint Consultation Committee meetings for the term of this Agreement, all aspects of Article 26.01 Medical Services Plan and Extended Health Benefits, Article 26.02 Group Life Insurance and Article 26.03 Dental Plan with the purpose of looking at potential modifications to the benefit plans that mutually benefit the parties.

The Board and the Union agree that any recommendations coming forward from the Committee will be considered during the negotiations of the next Collective Agreement.

The Board and the Union further agree that these benefit plan discussions should be completed prior to March 31, 2006. The committee may be extended by mutual consent of the parties. If the parties fail to reach an agreement this committee will stand down and the Letter of Understanding will be deleted from the next collective agreement.

Dated this _____ day of _____, 2007

Chairperson
Board of School Trustees of School
District No. 61 (Greater Victoria)

Secretary-Treasurer
School District No. 61 (Greater Victoria)

President, Local 382

Secretary, Local 382

Letter of Understanding (LOU)
Between
BC Public School Employers' Association
And
School Boards who are Signatories to this LOU
And
Support Staff Unions who are Signatories to this LOU

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are Signatories to this LOU.

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non-cost issues agreed to between the parties.

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

Term

July 1, 2006 to June 30, 2010

General Wage Increase

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

Incentive Payment

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

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

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
 - maternity or parental
 - short-term disability

- long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
- leaves granted to employees in receipt of workers' compensation benefits

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

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

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

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:
 - a. an employee demographic analysis; and
 - b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

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

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprenticeship Opportunities Funding

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

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

Apprentice Sponsor Funding

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

July 1, 2007\$828,000

July 1, 2008\$828,000

July 1, 2009\$828,000

- 10 It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.
15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Labour Market Adjustment Fund

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
 - i. Demonstrating evidence of recruitment or retention difficulties;
 - ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - iii. Identifying which occupations and the number of employees that will be affected by the adjustment;

- iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
- v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

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

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

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

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.
21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. 22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

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

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

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Liaison on Education Policy Matters

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

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.
29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.
31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
 - a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
 - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
32. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

1.0 Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.
- 1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:
- All leaves with pay
 - Maternity and parental leave
 - All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010