

CONTRACTUAL AGREEMENT

Between the

**BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 441**

(SAANICH SCHOOL BOARD EMPLOYEES)

July 1, 2010 – June 30, 2012

05140 (11)

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THIS AGREEMENT made and entered into this 29th day of February A.D. 2012.

BETWEEN THE:

**BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)**

(hereinafter called the "Board")

OF THE FIRST PART

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)**

(hereinafter called the "Union")

OF THE SECOND PART

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

AND WHEREAS the Board is an employer within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is a labour organization within the meaning of the said Code;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties HERETO AGREE EACH WITH THE OTHER AS FOLLOWS:

ARTICLE 1: DEFINITIONS

1.01 Probationary Employee

- (a) A probationary employee is a continuing employee who is serving a probationary period of three months in his or her first continuing position in order to determine his or her suitability for employment in the continuing position. If the employee is deemed unsuitable at the end of three months, the probationary period may be extended for up to an additional three months. Probationary employees shall be paid pursuant to Schedule A.
- (b) The probationary period may only be broken by termination or layoff. If the probationary period is interrupted for other reasons (e.g. sickness, WCB, leave of absence) the previous probationary time completed will be credited toward the required probationary period.

1.02 Continuing Employee

A continuing employee working either full or part time hours is an employee who has satisfactorily completed the probationary period pursuant to Article 1.01. Continuing employees shall be paid pursuant to Schedule A.

An employee receiving the continuing rate of pay shall receive the continuing rate for all work done for the Board.

School support workers, clerical employees and DRC employees: for the conversion of temporary hours to continuing hours refer to Appendix A.7.

1.03 Temporary Employee

This clause covers all the rights of a temporary employee. In the event of an inconsistency elsewhere in the agreement, this clause will prevail except for those sections contained in Article 15.05 Secondary Seniority.

(a) General:

- 1) Temporary employees are employees who are hired to:
 - (i) Work on Capital work projects.
 - (ii) Relieve in established positions or on a day to day call-in basis.
 - (iii) Work on seasonal projects.
 - (iv) Augment the work force for specific job requirements.
- 2) The Board may request a temporary employee to come to work at any time for a temporary period. The employee has the option of accepting or rejecting one or more of the temporary periods.
- 3) Temporary employees who have served continuously in the same position for a period of three (3) months can be terminated by either party with two (2) weeks notice.
- 4) Temporary employees shall receive the temporary rate of pay.
- 5) Temporary employees who have not completed six hundred and thirty (630) hours of service with the Board as a clerical, school support worker and district resource center employee or seven hundred and twenty (720) hours as a maintenance, custodian, grounds, bus driver, data services, courier or district technical assistant employee shall receive four percent (4%) in lieu of vacation.

- (b) Temporary employees who have completed six hundred and thirty (630) hours of service with the Board as a clerical, school support worker and district resource centre employee or seven hundred and twenty (720) hours as a maintenance, custodian, grounds, bus driver, data services, courier or district technical assistant employee are entitled to the following benefits on the first (1st) day of the month following completion of the hours of service:
- 1) The option of joining the Board's medical insurance, extended health and dental plans. Group Life shall be mandatory. This option is available until the age of sixty-five (65). Eligible employees will have a thirty-one (31) day opportunity in which to join the plan from the first (1st) of the month following the completion of the hours of service. Thereafter they would only be eligible to join the plan if they transfer from another plan. Premiums shall be shared on the same basis as continuing employees. To maintain eligibility for these benefits, the temporary employee must work an average of twenty (20) hours per month in each quarter. Where work is unavailable in any quarter, the quarter will be prorated to the time available. Once the employee becomes ineligible, they must work the qualifying service again.
 - 2) Entitled to paid statutory holidays pursuant to Article 21.01 and school term employees pursuant to Article 21.02 of this agreement. The amount of pay will be calculated pursuant to Article 21.03(c), (d) and (e).
 - 3) Shall be entitled to the sick leave provisions of Article 23.01 and can use the sick leave accrual only when in an assignment either appointed pursuant to Article 16.02 or call-in replacement pursuant to Article 11.
 - 4) Vacation pay entitlement as per Article 22.01 and vacation pay accrual per Article 1.03 (c) 2).
 - 5) Temporary employees shall access vacancies pursuant to clause 15.05.
 - 6) Temporary employees shall be entitled to Emergency leave as defined in Article 24.08 and Compassionate leave as defined in Article 24.02 and paid Jury Duty as defined in Article 24.03 when in an assignment either appointed pursuant to Article 16.02 or call-in replacement pursuant to Article 11.
 - 7) Temporary employees shall accrue secondary seniority according to Article 15.05.
 - 8) A temporary employee who is awarded a continuing position shall not lose any accrued benefits or accrued time towards benefits, pursuant to Article 28.

- (c) 1) A temporary employee who has completed one thousand, six hundred and eighty (1,680) hours of service with the Board as a clerical, school support worker or district resource center employee or one thousand, nine hundred and twenty (1,920) hours of service as a maintenance, grounds, custodial, data services, bus driver, courier or district technical assistant employee shall be paid in lieu of Municipal Pension Plan six percent (6%) above the current rates of pay for the temporary classification. This clause does not apply to employees on an Apprentice Program or an employee who is in receipt of Municipal Pension Plan pension payments. When a temporary employee has had two (2) consecutive years of earnings reaching the thirty five percent (35%) of YMPE they will be required to contribute to the Municipal Pension Plan and no longer receive the six percent (6%) above the current rate of pay.
- 2) Once the temporary employee is required to contribute to the Municipal Pension Plan, vacation pay pursuant to Article 1.03 (b)(4) will be accrued each pay. Vacation time not used by December 15th in any year will be paid out in the final pay of the calendar year.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Rights of Management

The management of the work force and of the methods of operation is exclusively vested in the Board. The Board may alter from time to time written rules and regulations to be observed by the employees; such rules and regulations shall not be in contravention to the provisions of this Agreement. The Board shall have the right to hire, assign, discipline, layoff and discharge employees for just and reasonable cause.

ARTICLE 3: UNION RECOGNITION

- 3.01** The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all employees covered by the Union's certification from the Labour Relations Board of British Columbia.
- 3.02** The parties agree that the employer shall release a complete membership list, including addresses and phone numbers, to the union on request for any vote governed by the Labour Relations Code.

ARTICLE 4: NO DISCRIMINATION

4.01 No Discrimination

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

4.02 (a) Sexual and Personal Harassment

The Board and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of sexual harassment which may arise in the work place.

- 1) Sexual harassment by either employees or employer representatives shall be defined as:
 - (i) Sexual advances comprised of offensive sexual comments, sexual gestures and/or physical contact; and/or
 - (ii) Requests for sexual favours, or threats and reprisals as a result of rejection of sexual advances.
- 2) The procedure for reporting complaints of sexual harassment shall be as follows:
 - (i) A complaint of sexual harassment may be filed verbally or in writing with one of the following:
 - The School Principal.
 - Director of Human Resources.
 - Secretary-Treasurer.
 - Director of Facilities.
 - (ii) Complaints of sexual harassment not resolved informally within seven (7) working days under subsection (i) shall be made to the Superintendent of Schools in writing.
 - (iii) Within seven (7) working days of the filing of the complaint, the Superintendent of Schools shall report to the complainant in writing of action taken.
 - (iv) A complainant, if unsatisfied with action taken, may file a grievance commencing at Article 12.02 (a), Step 3.

(b) **Personal Harassment**

Personal harassment by either employees or students shall be defined as repeated intentional comments and/or actions deliberately designed to demean, belittle and humiliate an employee.

Every attempt should be made to resolve the situation by the two parties.

- 1) The complaint of personal harassment shall immediately be filed with the employee's supervisor and/or union shop steward. If the shop steward decides to proceed to Article 12.02 (a), Step (1), the shop steward shall inform the employee's supervisor.
- 2) If the complaint is not resolved at Article 12.02 (a), Step (1) the employee with or without a member of the Union shall report the incident to one of the following:
 - The School Principal.
 - Director of Human Resources.
 - Secretary-Treasurer.
 - Director of Facilities.
- 3) Complaints of personal harassment not resolved at Step (2) shall be referred in writing to the Labour Management Committee for resolution.

(c) **Responsibility**

No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of sexual or personal harassment. It is recognized that false or malicious complaints may damage the reputation of, or be unjust to, other employees and therefore the complainant may be subject to disciplinary action.

4.03 Employee/Supervisor Relations

When an employee feels the employment relationship with a supervisor is a matter of serious concern, the concern should be brought forward in confidence to the Union, who may recommend that it be brought to the Labour Management Committee for resolution. The details of the issue will be presented in writing to the Labour Management Committee.

4.04 Indemnification

Employees shall be covered by the Board's Indemnification Bylaw (see Appendix "D").

ARTICLE 5: UNION SECURITY

5.01 All Employees to be Members

- (a) As a condition of continued employment with the Board all new employees covered by the agreement shall become and remain a member of the Union.
- (b) That all employees covered by the Union Certification shall pay an amount equal to initiation fees, monthly dues and assessments as may be from time to time determined by the Union in accordance with the Constitution of the Canadian Union of Public Employees.
- (c) Terms and Conditions of employment of Youth and Family Counsellors are contained in Letter of Understanding No. 6.

5.02 Acceptance of Employment

Acceptance of employment shall constitute acceptance of the terms and conditions thereof.

5.03 New Employees

The Secretary-Treasurer will forward copies of correspondence to the Union within seven (7) days of a Board Meeting, on continuing employees hired, promoted, disciplined, discharged, laid off, recalled, transferred, resigned and retired.

5.04 No Other Agreements

No employee will make a written or verbal agreement with the employer which may conflict with the terms of this Collective Agreement.

ARTICLE 6: CHECK-OFF OF UNION DUES

6.01 Deductions

Deductions shall be made from each pay cheque and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the next succeeding month, accompanied by a list of employees from whose wages the deductions have been made.

ARTICLE 7: BOARD & UNION RESPONSIBILITIES TO NEW EMPLOYEES

7.01 The Board shall provide all new employees with a copy of the current collective agreement and any materials supplied by the Union. An employee orientation session, for new employees, with representatives of School District No. 63 (Saanich) and CUPE Local 441 will be held each year at the joint professional development day pursuant to Article 24.06 (b).

ARTICLE 8: CORRESPONDENCE

8.01 Correspondence

All and any matters between the parties hereto arising out of this agreement or incidental thereto shall pass to and from the Secretary (or designate) of the Union and the Secretary-Treasurer of the Board.

ARTICLE 9: LABOUR-MANAGEMENT COOPERATION COMMITTEE

9.01 Labour Management Committee

A Labour-Management Committee shall be appointed and consist of not more than four (4) representatives of the Board and not more than four (4) representatives of the Union.

9.02 Function of Committee

The purpose of the Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. All and any matters of mutual concern pertaining to performance of work, operation problems, conditions of employment and harmonious relations shall be referred to this committee for discussion and recommendation.

9.03 Meetings of Committee

Regularly scheduled labour management meetings shall take place three times per year; the dates to be agreed upon by January 15th of each year. Either party may also request that a special meeting be convened, in which case the Secretary-Treasurer of the Board shall arrange a mutually agreeable date for such a meeting.

ARTICLE 10: NEGOTIATIONS

10.01 Time off with pay shall be granted to not more than four representatives of the Union when it becomes necessary to negotiate with the Board during working hours.

ARTICLE 11: CALL-IN PROCEDURES

11.01 Call-In Procedures

- (a) It is the employer's responsibility to determine the need for a replacement and to establish the procedures with their staff on the expectations for replacement call-in.
- (b) The employer will establish the temporary replacement lists outlined in Article 16.01 that will include the qualifications of the staff listed. These lists will be posted on CUPE bulletin boards so staff are aware of the information used for call-in.
- (c) The call-in system will be for short-term replacement. The employer will endeavour to initially assign replacement staff with continuing or secondary seniority to any longer-term assignment. Where the employer ought reasonably to know the vacancy will extend over ninety (90) calendar days the employer will post the vacancy pursuant to Article 16.01 (b).
- (d) The central call-in system will be used for the following leaves except as described in numbers (e) and (f) below:
 - Sick Leave.
 - WCB Leave.
 - Bereavement Leave.
 - Jury Duty.
 - Emergency Leave.
 - Leave for training/professional development.
 - Medical Leave pursuant to Article 24.09.
 - Vacation Leave.

The call-in replacement will be assigned for the period of absence until the return of the incumbent. When the call-in is filled by a person who is not the most senior qualified replacement and the return of the incumbent is extended and deemed to be a longer-term assignment (per (c) above), the assignment will be re-evaluated to determine if a more senior replacement should be assigned.

- (e) The school/location can call-in a suitable replacement from the list for the following leaves:
 - General Leave pursuant to Article 24.09.
 - Partial leave pursuant to Article 24.12.
 - Union leave pursuant to Article 24.01.
- (f) Leaves for partial day/shift when unknown in the previous day can be called by the school/site from the replacement list for that day only. Any subsequent days will be replaced through the central call-in.

- (g) Central call-in will be managed as follows:

The Central Call-in position will call the following job classifications:

- Clerical Staff.
- Data Services.
- DRC.
- Support workers except for noon hour supervisors (Job 49) who will be called by the school.
- Custodians.

- (h) Physical Plant will call the remaining job classifications of Maintenance, Grounds and Transportation following the procedures described in this Article. The Central Call-in position will not call these classifications.

For Custodian positions, when the call-in is known to be for an extended period of time, it will be filled on the Friday before with the senior available replacement. As well, when a position is vacant, during the posting timeframe, it will be filled on Friday each week with the senior available replacement until the posting is filled.

- (i) For the purposes of Article 15.05 (h) (3), when a replacement employee has not informed the Board in advance in writing of a period of unavailability and the employee is called for temporary replacement work, then the following will not count as a failure to respond:

- Emergency leave, accessed no more than two (2) times per year of one day in the event of illness in the employee's immediate family which requires their presence at home or the event of an emergency.
- Jury duty where documentation is provided.
- Compassionate leave of up to three (3) days for bereavement caused by the death of a mother, father, sister, brother, spouse, common-law spouse, child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, step sister, step brother, step mother, step father, step grandparent and foster child.
- Sick leave of no more than one (1) day per month.
- Refusal due to a lack of a vehicle where one is required for the assignment.

- (j) If any call-in results in a busy signal or no answer, it will not count as a failure to respond and the rotation will advance to the next qualified, available temporary employee.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 Definition

- (a) The Board shall not dismiss or discipline an employee bound by this Agreement EXCEPT for just and reasonable cause.
- (b) Where a difference arises between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration and the parties shall agree on a single arbitrator. The arbitrator shall hear and determine the difference and shall issue a decision and the decision is final and binding upon the parties and any person affected by it.

12.02 Grievance Procedure

- (a) An earnest effort shall be made to settle grievances fairly and promptly. Prior to the grievance being filed, employees and shop stewards are encouraged to discuss the concern with the supervisor and attempt to resolve the concerns at this level.

Step 1 Within ten (10) working days of the employee or the union becoming aware of the event which gave rise to the grievance, a union representative may submit a written statement of the particulars of the grievance including an identification of the article(s) of agreement that are alleged to have been violated and the redress sought to the Director of Human Resources or designate. Within five (5) working days following receipt of the written grievance, the parties will meet to attempt to resolve the matter. Within five (5) working days following the meeting the Director of Human Resources or designate will provide a written response that outlines either the proposed settlement or the employer's position at this Step. Further meetings with the employee and/or shop steward may be held during this 10-day period.

Step 2 Within five (5) working days following receipt of the Step 1 response, if the union does not consider the grievance to be satisfactorily resolved, a union representative with or without the aggrieved employee will meet with the Secretary-Treasurer or designate to seek a resolution. The Secretary-Treasurer or designate will provide a written response to the grievance within five (5) working days of this meeting.

Step 3 Failing a satisfactory settlement within the time limits indicated in Step 2, the Union or the employee may submit, within five (5) working days, a written grievance to the Board's Human Resources Committee. A meeting with the Union's Grievance Committee and the Board's Human Resources Committee shall be at a mutually agreeable time, but in any event not later than ten (10) working days from the date the written grievance was received by the Secretary-Treasurer under Step 4. A written response shall be forwarded to the Union's Grievance Committee within three (3) working days of the meeting with the Human Resources Committee of the Board.

Step 4 Failing a satisfactory settlement under Step 3, the Union may, within seven (7) working days, submit the grievance to a board of arbitration under the provisions of Article 13 of this Agreement.

(b) Time limits may be extended by mutual agreement.

ARTICLE 13: ARBITRATION

13.01 Arbitrator

If a request for arbitration is made, one (1) arbitrator mutually agreeable to both parties will be appointed within five (5) working days after the written request for arbitration has been received.

13.02 Failure to Appoint

In the event the two (2) parties are unable to agree upon the selection of an arbitrator within forty-eight (48) hours of a meeting pursuant to Article 13.01 above, they shall request the Minister of Labour of the Province of B.C. to appoint an arbitrator.

13.03 Arbitration Procedure

The arbitrator may determine his own procedure, but shall give full opportunity to all parties to present evidence and make representation.

13.04 Decision of the Arbitrator

The decision of the arbitrator shall be final and binding on both parties. The decision of the arbitrator shall be made within five (5) working days after the arbitrator has been appointed.

13.05 Expenses of the Arbitrator

Each of the parties hereto shall bear equally the expenses of the arbitrator.

ARTICLE 14: DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Proper Cause

The Board may suspend, transfer or discharge an employee for just and reasonable cause.

14.02 Notice of Termination

Except in the case of dismissal for just and reasonable cause, the Board shall give and expect a minimum of one (1) month notice when terminating the services of a continuing employee.

14.03 Warnings

Whenever the Board or its authorized agent deem it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any repetition of the act complained of or omissions referred to if such an employee fails to bring his work up to the required standard by a given date, the Board shall forward copies of correspondence relating to such censure to the employee and the Secretary of the Union. All warnings shall be in writing.

14.04 Access to Personnel File

- (a) An employee shall have the right to have access to and to review his or her personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record and the employer shall provide copies of documents as requested by the employee.
- (b) The union, with written permission from the employee, shall have access to the employee's file and the employer shall provide copies of documents as requested by the union and employee.

14.05 Adverse Report

- (a) The record of an employee shall not be used against the employee at any time after twelve (12) working months have elapsed following a suspension or disciplinary action, EXCEPT for convictions for child abuse.
- (b) The personnel file of an employee shall be cleared of any adverse report(s) after twelve (12) working months have elapsed from the date of the last report pertaining to related disciplinary action(s).
- (c) All such reports shall be copied to the employee and the Union before being inserted into the personnel file.
- (d) Adverse reports pursuant to this clause will only be filed in the personnel file located in the Board Office.

14.06 Suspensions

- (a) Suspension will mean loss of pay for the duration of the suspension.
- (b) The Board may suspend an employee for just and reasonable cause, on verbal or written notice, for a period of up to ten (10) working days. The Board reserves the right to extend the suspension for just and reasonable cause. When an employee is suspended by verbal notice for more than three (3) days, the employee shall be notified in writing with a copy to the Secretary of the Union, stating the reason for the suspension.
- (c) If the infraction is such that the suspension is to be for a period in excess of ten (10) days, the employee shall be notified in writing with a copy to the Secretary of the Union. If the employee feels that the suspension is unjustified he/she may file a grievance as stipulated in Article 12 of this Agreement. The employee suspended will be allowed to return to work after the tenth (10th) day of the suspension and continue employment with all rights and privileges. If the Grievance Committee or the arbitration board does not uphold the Board's suspension, the employee shall then be paid for the number of days of suspension.
- (d) When the suspended employee returns to work he or she will continue employment with all rights and privileges. Those employees under child abuse charges will not return to work until disposition of those charges.

14.07 Representation

Whenever the employer is meeting with an employee for a purpose that may lead to discipline, the employer will ensure that the employee is told they are entitled to representation from the Union. The employer will notify an officer of the Union of the meeting. The employee may advise the Union that they do not desire Union representation.

ARTICLE 15: SENIORITY

15.01 Continuing Seniority

A continuing employee's seniority date shall be their date of appointment to a continuing position by the Board as per Article 15.02.

15.02 Probationary Appointments

- (a) Newly appointed continuing employees shall be on probation from the date of appointment by the Board, for a period of three months. If the employee is deemed unsuitable at the end of three months, the probationary period may be extended for a period up to an additional three months. The probationary period may only be broken by termination or layoff.

- (b) If the probationary period is interrupted for other reasons (e.g. Sickness, WCB, leave of absence) the previous probationary time completed will be credited towards the required probationary period.
- (c) Employees shall be required to serve one (1) probationary period. If they transfer or take a promotion in the future the trial period provisions of Article 16 shall apply.
- (d) Upon completion of the probationary period an employee will have his/her seniority backdated by the total number of secondary seniority shifts worked. The backdating will be based on regularly scheduled working days for the classification normally worked. Employees backdated in this fashion will be end-tailed onto the seniority list dated April 17, 2000 attached to the Collective Agreement.
- (e) For the purpose of Articles 16 and 17, employees with the same seniority date: the date of hire to a continuing position will be the determining factor. In the event of a tie on the date of hire to a continuing position, the parties shall break the tie by:
 - 1) First considering the number of shifts worked.
 - 2) If there is still a tie, to conduct a lottery draw during working hours in the presence of a representative from the Union and the Employer.

15.03 Loss of Seniority

Continuing employees shall not lose seniority rights nor have their continuous service record interrupted if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Board except for general leave renewal per Article 24.09(c). Continuing employees shall only lose their seniority or continuous service in the event of:

- (a) They are dismissed for just and reasonable cause and are not re-instated.
- (b) They resign or retire.
- (c) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through illness or other just cause. It shall be the responsibility of the individual to keep the Board informed of their current address.
- (d) They are laid off for a period longer than twelve (12) months.

15.04 Seniority List

A seniority list for all continuing employees shall be available from the Board on request by the Secretary of the Union, and in addition the Board will provide a copy to the Secretary of the Union by May 1st of each year.

15.05 Secondary Seniority

- (a) Secondary Seniority shall be recognized once a temporary employee works a total of 60 shifts within a six month period.
- (b) For the purposes of this Article, a shift is defined as any day on which an employee has worked. For the purposes of this part, a day worked will also include any day on which hours are paid.
- (c) Secondary Seniority shall be used for the purposes of job postings and assignment of temporary work.
- (d) For the purpose of filling posted positions, an employee who has secondary seniority or who is on the temporary call-in list shall be considered after continuing employees and prior to external applicants.
- (e) An employee who has secondary seniority shall be offered temporary work by seniority providing the employee is qualified for the assignment. In the event that the employee is working when an assignment arises the employee shall complete the current temporary assignment before any reassignment.
- (f) Secondary Seniority shall be calculated twice yearly as of the closest pay ending date to May 1 and November 1.
- (g) The Board will provide a secondary seniority listing of temporary employees by total shifts worked to the Secretary of the Union by May 30 and November 30 each year. The listing will also show the total accrued hours for the purposes of benefits outlined in Article 1.03.
- (h) Temporary employees shall lose their secondary seniority in the event:
 - 1) They resign.
 - 2) They are discharged and not reinstated.
 - 3) They fail to respond to eight (8) call-ins within a twelve (12) month period. An employee who is unavailable for call-in shall notify the Board in advance in writing of those periods except in cases of emergencies. The employer agrees to notify an employee in writing once the employee fails to respond to seven (7) call-ins.

ARTICLE 16: PROMOTIONS AND STAFF CHANGES

16.01 Vacancies

- (a) The Secretary of the Union (or designate) shall be advised of all vacancies two (2) working days prior to posting. Such notification shall include a draft of the posting and any other relevant information in regard to the vacancy.

- (b) (i) When a new continuing position is created or when a continuing vacancy occurs which the Board requires to be filled or when a temporary vacancy is known in advance to be in excess of 90 calendar days, the Secretary of the Union shall be notified in writing. When Central Call-in fills a temporary vacancy from April to June of any school year pursuant to Article 11, the Board and the Union will meet to determine if a posting is required. The Board shall post the notice of the position on all District CUPE Bulletin Boards for a minimum of seven (7) working days which shall close at 4:00 p.m. If the Board decides not to fill a vacant position, the Union is to be notified in writing.
- (ii) Postings occurring in July and August shall not close prior to August 25 and must be posted for a minimum of five (5) working days. Such postings shall close at 4:00 p.m.

(c) **Information on Postings**

When a job is posted it shall contain the following information:

- Posting number.
- Location of position.
- Job description and classification.
- Appointed hours.
- Current shift.
- Pay rate(s).
- Other relevant information.
- Where a temporary relief vacancy is created as a result of a leave of absence (including WCB), pursuant to Article 16.01(b), the posting shall read "effective as soon as possible until the return of the incumbent".

- (d) In the event of vacancies occurring, the Board may make temporary arrangements to fill the vacancy pursuant to Article 11 until provisions of Article 16.01 above have been observed.

(e) **Temporary Replacement Lists**

The District shall maintain replacement employee lists by job classification. The lists will be sorted by secondary seniority as outlined in Article 15.05 and list at the end those employees who have not attained secondary seniority. All replacements shall be selected from the appropriate lists as outlined in Article 15.05 (f).

(f) **Summer, Spring Break and Christmas Lists**

Continuing available employees wishing to do temporary work during summer, spring and Christmas breaks can request to be added to the replacement lists pursuant to Article 16.01 (e) for temporary work not posted per Article 16.01 (b).

16.02 Method of Making Appointments

- (a) Job opportunity should increase in proportion to the length of service. Therefore, in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, skills and abilities for the posted position.
- (b) All transfers or promotions shall be for a three (3) month trial period.
- (c) In the event of an appointment of a person at a time of the year when weather or other conditions might restrict the opportunity for the employee to demonstrate competency during the trial employment period, an extension of the trial period for a further three (3) months may be implemented by mutual agreement of the contracting parties. Application for such extension to be made by one party to the other at least one (1) month prior to the termination of the regulation three (3) month trial period.
- (d)
 - 1) In the event an employee transfers or is promoted within the system and proves unsatisfactory in the position during the trial period, he or she shall be returned to his or her former position and wage, without loss of seniority.
 - 2) During the trial period an employee may also request, for work related reasons, to return to his or her former position and wage, without loss of seniority. Mutual agreement of the Board and Union is required before such a request is approved.
 - 3) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his or her former position and wage, without loss of seniority.
 - 4) Where a continuing employee is successful in a temporary posting pursuant to Article 16.01 (b), the employer shall ensure that the employee(s) are returned to their continuing position at the end of the temporary term of appointment. Such leave shall be granted without loss of seniority.
- (e)
 - 1) Existing employees will be required to complete a keyboarding skills test only when applying for a position where typing speed is required and any previous position they have held did not require typing speed.
 - 2) Existing employees who have applied for a position that requires typing speed will not be required to take a keyboarding skills test where it is determined that their previous experience includes word processing.
- (f) When typing tests are done, a separate room shall be provided to take typing tests.

16.03 Increase in Hours

- (a) The District agrees that it will attempt to create meaningful jobs for its employees so that current continuing part time employees will achieve where possible and practical, full time hours.
- (b) New hours (continuing or temporary) that become available in a school/location during a school year shall be assigned without posting to employees in the school/location on the basis of qualifications, seniority, classifications, and scheduling requirements of the school/location. It is understood that every effort shall be made to increase continuing hours for continuing employees.
- (c) Any continuing position for employees governed by Appendix "A" that becomes full time during a school year and is required in the following school year and has been increased by 6 hours or more per week in the school year must be posted as a continuing full time position for the next school year.

16.04 Job Sharing

- (a) Job Share is two employees sharing one continuing position. The Sharer is the continuing employee who is the original incumbent in the position being shared. The Co-sharer is the employee who co-shares the position.
- (b) The position to be job shared is maintained as a continuing position; the term of the job share shall not be less than 3 calendar months nor shall it exceed one (1) calendar year. All job shares shall have an expiry date of no later than June 30th. Year-long job share arrangements shall be reviewed thirty (30) days in advance of the expiry date to see if the sharers and the parties will agree to extend the share for another year.
- (c) A job sharing request shall only be initiated by a continuing employee after first discussing with the appropriate administrator. It requires mutual agreement of the Board and Union and is subject to: operational requirements; to cancellation on 30 days notice by either party; and cancellation where the position of either employee is affected by layoff or bumping.
- (d) Jobs will be shared, where operationally feasible, with continuing employees. Where not operationally feasible a temporary vacancy will be posted. Co-sharer positions left vacant as a result of a job share application will be maintained as a continuing position with Leave of Absence status.
- (e) There shall be no reduction in the number of continuing positions as a result of the establishment of job sharing arrangements.
- (f) The hours of work will be contained within the normal work schedule in Article 18 of the Collective Agreement.
- (g) Participants in a job sharing arrangement will not be eligible to jointly apply for a posted vacancy. At no time will job sharing be used as a method of promotion.

- (h) In the event the Sharer is successful in a posted vacancy, the job share arrangement shall be terminated and the total job will be posted.
- (i) When the job sharing arrangement expires, the sharer and co-sharer shall return to their previous positions.
- (j) Concerns and issues arising from a Job Share shall be addressed to the Secretary-Treasurer or designate, and forwarded to the Labour Management Committee for discussion.
- (k) Benefits (e.g. Medical, Extended Health, Group Life, and Dental) will be split between the Sharer and Co-Sharer so there is no additional cost to the employer beyond the cost of the sharer. Pension benefits, including Superannuation, will be calculated based on the guidelines set by the appropriate policy and jurisdiction. Holidays, sick leave and vacation pay will be calculated based on time worked. Other benefits will be maintained at the current rate. Revenue Canada deductions (EI, CPP and Income Tax) will be deducted in accordance with Revenue Canada guidelines.

16.05 Posting of Positions After Two years on Long Term Disability/WCB or Medical Leave of Absence

- (a) When a continuing incumbent is away on Long Term Disability, WCB or Medical Leave pursuant to Article 24.09 (a) for two (2) years, the position shall be posted and filled as continuing. The employee will be notified of this by mail.
- (b) In the event that the Employer and the Union can agree that the employee will not be returning to work prior to (a), the position shall be posted at that time pursuant to Article 16.
- (c) If the employee is deemed able to return to work after two (2) years absent, they shall supply medical confirmation, adequate and sufficient to support a return to work.
 - 1) The Employer and the Union shall jointly meet with the employee to discuss and to consider available options with respect to accommodation of the employee's return.
 - 2) The parties agree they will attempt to place the employee in the order set out below. The seniority rights of all CUPE employees will be considered prior to any placement:
 - (i) In their previous position.
 - (ii) In their previous classification.
 - (iii) In another classification, with equivalent hours, rate of pay, for which the employee possesses the qualifications, skills and abilities to do the job.

- (iv) In another classification, which does not have equivalent hours or rate of pay for which the employee possesses the qualifications, skills and abilities to do the job.
- 3) It is understood that this accommodation should not impose undue hardship on the employer.

16.06 Promotion from Bargaining Unit

Employees who transfer to an excluded position with School District No. 63 (Saanich) will be granted accumulated seniority for the purpose of returning to their bargaining unit position provided they continue to pay dues directly to the Union and that such a return occurs within a period of twelve (12) months of the date of leaving the bargaining unit.

ARTICLE 17: LAYOFFS, STAFF REDUCTIONS AND RECALLS

17.01 Definition of Layoff

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

17.02 Notice of Layoff

- (a) In cases of layoff the Board shall give continuing employees a minimum of 30 calendar days written notice of the effective date of layoff. Failure to provide such notice shall require payment in lieu thereof. If the recall date is known at the time of layoff notice is given, it shall be contained in the notice of layoff.
- (b) Continuing employees shall be laid off in the reverse order of their bargaining unit wide seniority for their position at each school or location.

17.03 Rights of Layoff

- (a) Transportation, maintenance, grounds, custodial, data services, district technical assistant and courier employees about to be laid off may exercise their seniority rights to bump any employee with less seniority who holds a position in the same or lower transportation, maintenance, grounds, custodial, data services, district technical assistant and courier classifications provided that the employee exercising the right has the required qualifications, skills and abilities for the position.
 - 1) Notwithstanding sub (a), a Job 9 custodian who has more than one (1) year experience as a custodian may bump up to a Job 28 position provided he/she is senior to the Job 28 incumbent. A Job 28 custodian who has more than three (3) years experience as a Job 28 custodian may also exercise these rights over a Job 29 custodian.

- (b) Employees in receipt of notice of layoff pursuant to Article 17.02 shall be entitled to the following process:
 - 1) Within five (5) working days of the notice of layoff, the Employer and the Union shall hold an information meeting with all employees who received notice of layoff and all other employees who may be affected.
 - 2) Employees, both those with notice of layoff and those that may be affected, shall be permitted five (5) working days after the information meeting in which to notify the Board that they wish to exercise their seniority rights by bumping or to take either Recall or Severance pursuant to Article 17.04.
 - 3) The Employer shall then hold a meeting where employees shall exercise their bumping options, or, failing the ability to bump, to take either Recall or Severance pursuant to Article 17.04.
- (c) Clerical employees, School Support Workers, and District Resource Centre employees who are laid off shall have the rights as outlined in Appendix A, while school is in session.

17.04 Recall Procedures and Severance Pay

- (a) Employees who are laid off and don't bump pursuant to Article 17.03 shall have the right to elect severance pay pursuant to (c) or to recall rights and retention of their continuing seniority for one year. Recall rights allow an employee to utilize his/her continuing seniority and be placed in the posting process pursuant to Article 16 provided the employee has the required qualifications, skills and abilities for the positions they are being recalled to.
- (b) Recall rights pursuant to (a) shall continue for one (1) year from the date of the layoff and at the end of the year there will be no rights to severance. 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 continuing seniority date. 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.
- (c) Severance pay of one (1) week salary per year based on the salary paid on the date of layoff for each year of service as a continuing employee to a maximum of twenty-five (25) weeks.
- (d) Employees on recall who make themselves available for work pursuant to Article 11.01 shall continue to be eligible for benefits pursuant to Article 1.03(b) (1). If the employee does not make himself/herself available for work, Article 28.08(b) shall apply.

17.05 No New Employees

No new employees will be hired to fill a vacancy until employees who have been laid off and have required qualifications, skills and abilities to fill the vacancy have been given an opportunity for re-employment. This provision shall apply for a period of one (1) year from the date of layoff. The employees will be responsible for keeping the Board informed of their current addresses.

ARTICLE 18: HOURS OF WORK

18.01 Hours

- (a) The Employer shall schedule regular positions within the five (5) days of Monday to Friday and between the hours of 6:00 a.m. and 11:59 p.m. For those employees in the maintenance, grounds, transportation, custodian, data services, courier and district technical assistant classifications the full time work week shall be forty (40) hours per week and an eight (8) hour day. For those employees in the clerical, school support worker, and district resource centre classifications the full time work week shall be thirty-five (35) hours per week and a seven (7) hour day.
- (b) No employee shall incur a loss of daily pay as a result of early school dismissals. Any hours in addition to the regular daily hours resulting from an early school dismissal shall be paid.
- (c) Altered School Schedule:
When the Board approves an altered school schedule that provides for a shortened day, the weekly hours assigned would allow for a four (4) hour minimum each day, except in accordance with the provisions of Article 18.02 (b).

18.02 Four Hour Minimum Work Day

- (a) The Employer is committed to providing a minimum of four hours of work for a continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (b) Exemptions from the four hour minimum:
 - 1) Student/noon hour supervisors (Job 49).
 - 2) Cross Guard (Job 49).
 - 3) Small schools with fewer than 75 students in which case a two hour minimum will apply.
 - 4) Employees on a return to work program where the return hours able to work are less than four (4) hours per day.

- 5) The minimum call-in for replacement of school support worker category positions will be a two (2) hour call-in.
- 6) Other positions by mutual agreement.
- (c) The four hours shall be consecutive but may exclude a lunch period of up to one hour, or a shorter period pursuant to Article 18.07.
- (d) Bus Drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of 12 consecutive hours.
- (e) Where posting of additional hours is required, additional hours of less than four hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned pursuant to Article 16.03.

18.03 Minimum Custodial Staffing Formula

The following minimum staffing formula of 22,090 sq. ft., per full time equivalent custodian pursuant to Article 18.01(a) shall be used in determining minimum custodial staffing in all buildings in use by the District. The employer agrees to discuss with the union the equitable distribution of such staffing. This is a minimum staffing formula, not a performance formula, and actual cleaning requirements may vary from workplace to workplace.

18.04 Bus Drivers

A regular day of employment for a bus driver will not exceed eight hours per day for the ten (10) month school year. A bus driver is required to be responsible for safety inspections and fuelling their vehicle as per the time allotments noted below, which also includes any schedule adjustments. The bus driver shall be required to be responsible for cleaning and washing their vehicle, as per the time allotments noted below. These time allotments will comprise part of the regular eight (8) hour day.

Daily Time Allotment & Schedule Adjustments

Safety checks/warm up time		35 minutes per day
Fuelling times and schedule adjustments		15 minutes per day
Rest breaks		30 minutes per day
Cleaning and washing	- Bus Capacity: 69 and greater	20 minutes per day
	- Bus Capacity: less than 69	15 minutes per day

18.05 Use of Buildings

It is agreed by the Board that every effort will be made to advise custodians well in advance of the letting of rooms, gymnasiums or auditoriums and the proper permit slip shall be issued on such occasions.

18.06 Rest Breaks

All employees shall be permitted a rest period of fifteen (15) minutes both in the first and second half of a shift.

18.07 Flexible Lunch Break

- (a) Lunch breaks shall be consecutive time breaks not exceeding one (1) hour as approved by the supervisor.
- (b) Employees covered by Appendix "A" who have a one (1) hour lunch break may have the option to reduce their lunch break to one-half (1/2) hour per day, and may be allowed to vary their start or end time accordingly, subject to operational requirements. Such changes to their schedule require prior approval of their supervisor.

18.08 Scheduling of Shift

Positions covered by Appendix "A" shall not be scheduled with a shift which provides for an unpaid break in addition to a lunch break in excess of one-half (1/2) hour.

ARTICLE 19: OVERTIME

19.01 Overtime Defined

- (a) Overtime is defined when the employee works more than forty (40) hours per week or eight (8) hours per day in the maintenance, grounds, custodial, bus driver, data services, courier and district technical assistant groups, and more than thirty-five (35) hours or seven (7) hours per day in the clerical, school support worker and district resource centre group. Overtime shall be paid at the rate of time and one-half (1 ½) for the first three (3) hours and double time (2x) for each hour thereafter.
- (b) Employees working overtime will have the option of being paid for the overtime or taking time off in lieu of overtime pay at the rate of time and one-half (1 ½) or double time (2x) in accordance with Article 19.01 (a).

19.02 Call-back Time

An employee who is called in and required to work outside his/her regular working hours shall be paid a minimum of four (4) hours, which includes travel time to a maximum of forty (40) minutes, at overtime rates.

19.03 Overtime for Bus Drivers

Bus drivers on field trips after twelve (12) hours from their starting time shall be deemed to be called back in accordance with Article 19.02.

19.04 Assignment of Overtime

When the Employer determines that an employee is required to work overtime, such hours shall be offered to that incumbent. Where the incumbent declines the hours, they shall be offered to qualified, senior and willing employees working in the same job classification at that school/location. When all those employees at that school/location decline the overtime, then the Employer shall call in an employee pursuant to Article 11.01. Overtime for custodial staff will be assigned pursuant to LOU #7.

19.05 Special Overtime for HVAC and Electronics

The following applies only to the Trades Maintenance Positions – Job No. 55 who carry out the duties for “HVAC” and Job No. 83 who carry out the duties for “Electronics”. Due to the nature of the duties involved, the following is agreed:

- (a) Calls made to the employees’ home (by the Security Contractor, A.O.s, Custodian or Physical Plant Supervisors) after the scheduled regular hours are all to be paid at one (1) hour, at time and one-half (1 ½) the regular rate of pay, for each call.
- (b) Should the employee be required to leave his residence, Article 19.02 shall apply.

ARTICLE 20: SHIFT WORK

20.01 Shift Work

In recognition of the undesirable features of shift work, a shift premium shall apply on all shifts in which the major portion of the shift is worked between 4:00 p.m. and 11:59 p.m. Employees shall receive twenty-five cents (25¢) per hour additional compensation for all shift work hours worked.

20.02 Travel Time/Mileage Allowance

When an employee is assigned to one position that requires work at more than one location, travel time will be included as part of the hours of the assignment and mileage allowance will apply.

20.03 Bus Drivers Split Shift Differential

Bus drivers shall receive five dollars (\$5.00) split shift differential subject to the split being longer than one half hour. Split shift differential will not apply to field trips.

ARTICLE 21: PAID HOLIDAYS

21.01 List of Paid Statutory Holidays

All employees coming within the provisions of this Agreement shall, if on payroll for fifteen (15) working days in the previous thirty (30) calendar days, be entitled to the paid statutory holidays as follows:

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

AND any other paid statutory holidays proclaimed by the federal or provincial governments.

21.02 School Term Employees

Employees who work the school term shall be paid for Labour Day but shall not be paid for Canada Day unless they work the three (3) consecutive working days immediately following Canada Day. B.C. Day shall be paid for PROVIDING the provisions contained in Article 21.01 are met.

21.03 Payment of Paid Statutory Holidays

The parties agree that the payment of paid statutory holidays pursuant to Article 1.02 and Article 21.01 and 21.02 shall be done as follows:

- (a) Continuing employees pursuant to Article 1.02 working full time hours pursuant to Article 18.01 shall be compensated for the paid statutory holidays listed in Article 21.01.
- (b) Continuing employees pursuant to Article 1.02 working less than full time hours pursuant to Article 18.01 shall be compensated for the paid statutory holidays listed in Article 21.01 on a pro-rata basis to full time hours.
- (c) Temporary employees pursuant to Article 1.03 who are relieving in established positions shall be granted the status of the continuing employee they are relieving pursuant to (a) or (b) above.

- (d) Temporary employees pursuant to 1.03 shall be compensated for paid statutory holidays on a pro-rata basis to full time hours based on the hours worked in the previous pay period as if they were continuing employees pursuant to the Employment Standards Act, Section 45 (a) or Section 24 (a).
- (e) Temporary employees who work less than 15 days out of the 30 days previous to a paid statutory holiday shall receive no compensation for the paid statutory holiday.

ARTICLE 22: VACATIONS

22.01 Length of Vacation

- (a) Vacation entitlements shall be computed from commencement of employment with the Board.
- (b) Employees may be allowed to take vacation before they have earned entitlement in order to accommodate Board's designated vacation periods.
- (c) If an employee has taken vacation before they have been earned, and subsequently leaves the employment of the Board, the overpaid vacation will be deducted from the last pay cheque.
- (d) Continuing employees shall have the following annual vacation entitlements*, to be calculated on a pro-rata basis if employment is less than twelve (12) months and/or less than forty (40) hours per week.
 - 1) In the first year (first 12 months) of service - four percent (4%) of total gross earnings (equivalent to 10 working days).
 - 2) In the second year (after 12 months) through the seventh year (84 months) of service - 6% of total gross earnings (equivalent to 15 working days).
 - 3) In the eighth year (84 months) through the fourteenth year (168 months) of service - 8% of total gross earnings (equivalent to 20 working days).
 - 4) In the fifteenth year (168 months) through the twenty third year (288 months) of service - 10% of total gross earnings (equivalent to 25 working days).
 - 5) In the twenty-fourth (288 months) and subsequent years of service - 12% of total gross earnings (equivalent to 30 working days).

*For the purpose of calculating years of service in order to move to the next step, ten (10) and eleven (11) month employees will be deemed to receive one year of service for each ten (10) or eleven (11) months of service, whichever is applicable.

When employees take vacation time, the time will be taken first from any banked vacation time pursuant to Article 22.01 (e) (2) and then from any current vacation entitlement.

Staff with banked vacation time on January 1, 2000 will have that time valued at current salary rates in effect at the time the employee uses banked time.

- (e) 1) For ten (10) and eleven (11) month employees, at the end of the school year (end of June), vacation bank balances in an overdrawn position will be recovered on the last school year pay cheque. The remaining balance will be paid unless a request has been received by June 1, to hold the vacation bank balance intact. Employees shall have the right to bank a maximum of five (5) days vacation. Employees under extenuating circumstances may request to bank more than five (5) days. This request will not be unreasonably denied. Employees opting to take payment of vacation pay can choose to be paid out bi-weekly after the end of June or as a lump sum.
- 2) For twelve (12) month employees, at the end of the calendar year (end of December), vacation bank balances in an overdrawn position will be recovered on the last calendar year pay cheque. The remaining balance will be paid out unless a request has been received by December 1, to hold the vacation bank balance intact. Employees shall have the right to bank a maximum of five (5) days vacation. Employees under extenuating circumstances may request to bank more than five (5) days. This request will not be unreasonably denied.

22.02 School Clerical Personnel

In the event that a continuing employee does not work during the Spring or Christmas school break, the employee will be paid their regular hours of work which will be deducted from their vacation entitlement, other than paid statutory holidays unless the employee informs the Payroll Department in writing thirty (30) days prior to the break. The employer shall post written reminder of the above six (6) weeks in advance.

22.03 Vacation Selection

Vacations are to be taken at times that least impact operational requirements of the particular department/location and avoid, wherever possible, additional costs for the employer. Subject to the operational requirements, employees shall be entitled to schedule vacations anytime during the year provided they have received prior written approval from their principal or manager.

22.04 Notification of Vacation Entitlement

All employees shall be notified of their vacation entitlement on their pay slips calculated in hours.

22.05 Designated 12 Month Employees

Continuing school clerical staff who have completed seven (7) years' service with the Board will be designated as twelve (12) month employees.

22.06 Banking Vacation Time

Employees shall have the right to bank a maximum of five (5) days of vacation pursuant to Article 22.01 (e).

ARTICLE 23: SICK LEAVE PROVISIONS

23.01 Sick Leave

- (a) Continuing employees, after satisfactorily completing the probationary period, shall receive immediately one and one-quarter (1 1/4) days for each month of the probationary period for sick leave credit; thereafter, for each month where at least five (5) days are worked, the employee will be granted one and one-quarter (1 1/4) days sick leave credit. Each year any unused portion of the sick leave will be credited to the employee's accumulated sick leave accrual.

Employees absent from work on WCB leave shall suffer no loss of sick leave accrual.

- (b) Subrogation:

- 1) Where an employee is involved in an accident or has an ICBC claim, WCB claim, CPP Disability claim or court settlement and as a result is paid sick leave during absence from work, any sick leave pay compensation recovered from an insurer or court award shall be repaid by the employee to the Board.
- 2) The Board shall thereupon reinstate the number of days of sick leave credit represented by the repayment of wages and employers' cost of benefits.

23.02 Retirement Allowance

Fifty percent (50%) of the amount of sick benefits, to a maximum of sixty (60) days so accumulated at the time of retirement from the Board at age fifty-five (55) or greater, after at least ten (10) years of continuous service with the Board, shall be payable as a cash bonus. In the event of the death of an employee, fifty percent (50%) to a maximum of sixty (60) days of the accrued sick leave shall be payable to the estate of the employee as a cash accrual.

23.03 Proof of Illness

Any employee covered by this Agreement may be required by the Board to produce a medical certificate from the employee's family physician certifying the illness which caused the employee to be absent from work in excess of three (3) days. Where the Board requests a medical certificate the employee will be reimbursed when there is a cost incurred.

23.04 Payment for Unused Sick Leave on Death in Service

In the event of the death of any employee, the value of accrued sick leave in accordance with Article 23.02 above shall be paid to the employee's estate.

23.05 Sick Benefit Bank

A Sick Benefit Bank shall be established to assist employees on continuing employment who have exhausted their sick leave credits and remain on sick leave of absence due to prolonged serious illness or disability, with the following criteria:

- (a) Two (2) members from the Board and two (2) members from the Union will form a Sick Benefit Bank Committee to review and make recommendations to the Board for disbursement from the sick benefit bank.
- (b) If the Committee cannot agree then the application shall be forwarded to a mutually agreed upon mediator whose decision shall be final and binding. Any costs incurred shall be shared equally.
- (c) The Board shall maintain the Sick Benefit Bank in such amount as to ensure payments can be made to meet its liabilities pursuant to Article 23.06.

23.06 Disbursements from the Sick Benefit Bank

The following guidelines shall pertain to disbursements from the Sick Benefit Bank fund:

- (a) An employee must have a minimum of two (2) years employment with the Board before being eligible for benefits from the bank.
- (b) When a person applies for benefits from the bank, an application in writing must be sent to the Sick Benefit Bank Committee.

- (c) Any employee shall first use all:
 - 1) Accrued sick leave.
 - 2) Vacation entitlement.
 - 3) Available E.I. benefits.
 - 4) Workers' Compensation benefits.
 - 5) Apply for LTD at eligibility date.
- (d) The sick leave record of an employee applying for Sick Benefit Bank payments will be taken into consideration when an application is reviewed by the committee.
- (e) When a request comes from a member of the Committee, then that person must disqualify him or herself from the Committee and the Union shall select a new member to the committee.
- (f) Should the committee receive an application from an employee who has no sick days forthcoming under the aforementioned formula and should the Committee unanimously agree such employee is deserving and has not abused sick leave privileges, an exception may be made.
- (g) Payment from the bank shall only be made upon receipt of a written recommendation from the committee and only within the limits of the following schedule:

<u>Length of Service</u>	<u>Employee Working Days</u>
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After 24 months	22 days
After 36 months	44 days
After 48 months	66 days

ARTICLE 24: LEAVE OF ABSENCE

24.01 (a) Joint Meetings

Time off with pay shall be granted to not more than four (4) elected representatives of the Union when it becomes necessary to transact business with the Board during working hours. The amount of time off shall be taken only when prior approval of the Board has been obtained.

(b) Union Business

Time off shall be granted for elected representatives of the Union when it becomes necessary to transact union business during working hours. The amount of time off shall be taken only when prior approval of the Board has been obtained, and when the Union agrees to reimburse the Board for the salary of the elected representatives.

24.02 Compassionate Leave

- (a) An employee shall be granted three (3) days compassionate leave with pay for bereavement caused by the death of a mother, father, sister, brother, spouse, common law spouse, child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, step sister, step brother, step mother, step father, step grandparent and foster child.
- (b) Under extenuating circumstances, the Board may consider a request for additional compassionate leave for bereavement, PROVIDED such circumstances are submitted to the Board in writing within twenty-one (21) days of the commencement of such leave. Should additional compassionate leave be granted, the employee will be paid for such additional leave, to be deducted from the employee's sick leave bank as long as at least twelve (12) days remain in the bank after the deduction, otherwise the additional leave granted will be without pay.

24.03 Jury Duty

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

24.04 Training/In-service

The parties believe that job satisfaction and performance are enhanced by ongoing skills training. Therefore, when additional training/in-service is required by the employer or requested by a group of employees and approved by the employer, such training shall be provided. Attendance by staff will be mandatory and time spent at the workshop shall be considered as time worked. An attempt will be made to coordinate staff training on days when students are not in session and on the second professional development day outlined in Article 24.06 (c).

24.05 Professional Development Fund

- (a) The Board shall reimburse continuing employees upon successful completion of courses/training related to CUPE job classification provided that the employee has received prior approval from the Board or designate. For the purpose of the article, confirmation of attendance where no certificate is given shall be satisfactory.
- (b) Both the Board of Education and CUPE encourage staff to participate in professional development activities. This fund will not be used for training required due to a change in job requirements/duties initiated by the employer.

- (c) The total fund of \$3,500 is divided among the CUPE staff groups based on FTE staffing numbers to be updated annually in October, posted and copied to the Union.
- (d) The fund will reimburse tuition fees only for courses covered by the scope of the bargaining unit.
- (e) Staff with posted positions both continuing and temporary can apply.
- (f) Expenditure of funds will be on a first come, first served basis by employee staff groups until March 31st of any year and then the remaining funds will be combined for access by all staff.
- (g) Upon successful completion, the fund will reimburse seventy-five percent (75%) of the course tuition up to a maximum of three hundred and fifty dollars (\$350.00) per course. Confirmation of attendance will be considered successful completion in cases where no certificate is given.
- (h) The Secretary-Treasurer will approve expenditure of the funds upon request from the employee, supported by the employee's supervisor. This approval must be obtained prior to the employee taking the course.
- (i) CUPE will receive quarterly reports on how the funds are being spent.
- (j) CUPE will match the Board's funds to allow more employees to participate in professional development. Any surplus funds will be carried forward to future years for the same purpose.

24.06 Professional Development Days

- (a) All employees shall have the opportunity to participate in two professional development days per school year which shall be scheduled on a day when students are not in session. Employees who participate shall be paid at their regular day's wage unless attendance is mandatory and then Article 24.04 will apply.
- (b) For one of the two professional development days, a professional development committee shall be comprised of a representative from each of clerical, school support worker, custodial, transportation, grounds and maintenance; two representatives of the Board; and a representative of the Administrative Officers. The professional development committee shall plan and approve the activities for one of the professional development days referred to in (a). These activities shall promote and foster the professional development and life long learning of employees.
- (c) The second professional development day shall be organized by the Board and include training / in-service and professional development activities. The training / in-service activity may be mandatory for the employee.

- (d) A regular day's wage is pay that would normally be received if the employee had worked on that day. Where the employee has hours that vary dramatically from day to day, their pay will be based on the average of the previous ten working days.
- (e) Where the two professional development days fall on a day an employee is not scheduled to work, the employee's pay will be based on the average of the previous ten working days.
- (f) The professional development committee shall poll CUPE members for their suggestions regarding the CUPE professional development day.

24.07 Maternity and Parental Leave

Maternity Leave

- (a) An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of 52 consecutive weeks or a shorter period at the employee's request, commencing 11 weeks immediately before the estimated date of birth or a later time on the employee's request.
- (b) A request under subsection (a) must:
 - 1) Be made at least 4 weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave; and
 - 2) Be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- (c) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of 6 weeks following the actual date of birth of the child unless the employee requests a shorter period.
- (d) A request for a shorter period under subsection (c) must be given in writing to the employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (e) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (a), the employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of 6 consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

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

Parental Leave

- (a) An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (d).
- (b) A request under subsection (a) must:
 - 1) Be made at least 4 weeks before the day specified in the request as the day on which the employee proposes to commence parental leave; and
 - 2) Be accompanied by:
 - (i) A certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under 24.07, Maternity (b)(2); or
 - (ii) A letter from the agency that placed the child providing evidence of the adoption of the child.
- (c) The employee is entitled to parental leave for a period of 37 consecutive weeks or a shorter period the employee requests, commencing:
 - 1) In the case of a natural mother, immediately following the end of the maternity leave taken under section 51 of the Employment Standards Act unless the employer and employee agree otherwise.
 - 2) In the case of a natural father, following the birth of the child and within the 52 week period after the birth date of the new born child; and
 - 3) In the case of an adopting mother or father, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the mother or father.
- (d) If:
 - 1) The new born child or adopted child will be or is at least 6 months of age at the time the child comes into the actual care and custody of the mother or father; and

- 2) It is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

The employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of 5 consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (d).

Combined Maternity and Parental Leave

Notwithstanding sections 51 and 51.1 of the Employment Standards Act, an employee's combined entitlement to a leave of absence from work under this Part shall not exceed a total of 52 weeks.

Employment deemed continuous

The services of an employee who is absent from work in accordance with this Part shall be considered continuous for the purpose of sections 36, 37 and Part 5 of the Employment Standards Act and any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (a) The employer pays the total cost of the plan.
- (b) The employee elects to continue to pay his or her share of the cost of a plan that is paid for jointly by the employer and the employee.

Reinstatement

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Part shall be reinstated in all respects by the employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- (b) Where the employer has suspended or discontinued operations during the leave of absence granted under this Part and has not resumed operations on the expiry of the leave of absence, the employer shall, on resumption of operations and subject to seniority provisions in a collective agreement, comply with subsection (a).

24.08 Family Emergency/Emergency Leave

Employees may access the provisions described below up to two (2) times per school year.

(a) **Definition:**

Emergency is defined as circumstances that are unanticipated and require immediate attention. Normally this would be related to the immediate family, which requires the employee's presence at home, and would not apply to doctor appointments of non-emergency nature. This may also include attending to unforeseen emergency matters related to one's personal property and that requires the employee's presence at home. Clause (c) "further leave up to an additional 3 days" is contingent on meeting the requirements of Clause (b).

- (b) In the event of illness in an employee's immediate family, which requires their presence, or in the event of an emergency, an employee shall be granted leave with pay for one (1) day.
- (c) A further leave up to 3 additional days for family illness shall be granted with pay as long as the employee has at least 12 days left in the employee's sick leave bank and will be charged to the employee's sick leave bank, otherwise the additional leave granted will be without pay.
- (d) If further time is required, application for leave beyond 4 days shall be made to the Board, which may require a medical certificate.

24.09 Continuing Employee Leaves of Absence

(a) **Medical Leave**

Employees may request a medical leave without pay after expiry of sick leave bank per Articles 23.05 and 23.06 with provision of a doctor's certificate and/or information requested by the Board to determine duration of leave and extent of inability to return to duties. Such leave shall be granted without loss of seniority. Should the medical certificate outline that the employee is permanently unable to return to work, the employee's position will be replaced on a continuing basis. Should the employee return to work, the employee would have the right to bump into his/her previous position if it exists or exercise their seniority rights pursuant to Article 17.03.

(b) **Education Leave**

Employees who have completed two years of continuing service with the Board may request a leave without pay for education purposes that are deemed to be of benefit to both the employee and the employer. Such leave shall be granted provided a suitable replacement is available. Such leave shall be granted without loss of seniority.

(c) **General Leave**

Employees may request a general leave of absence for up to one year without pay and without loss of seniority. Such leave shall be granted provided a suitable replacement is available. A renewal beyond the first year may be considered based on the merits of the individual request but there shall be no seniority accrual for such extended leave and the employer shall adjust the seniority date accordingly.

(d) **Public Safety Services Leave**

Employees who participate in community service which provide for public safety such as Search and Rescue, Volunteer Firefighting, Armed Forces Reserves shall identify themselves to the employer in writing and outline the expected nature of the community service. When the employee is called out for emergent public safety services which extend into working hours the employee may request a leave of absence without pay and without loss of seniority for the time needed to complete the called out service. The employee shall provide documentation confirming the service performed upon request of the employer.

(e) **Secondment Leave**

Where a continuing employee elected to a part time or full time position as a union officer where Local 441 desires to second the employee to work for the local, or where the continuing employee is appointed on a term contract of employment to the administrative staff of CUPE National or secondment to the BC Federation of Labour, leave of absence without pay shall be granted for the duration of those duties as long as the seconding authority approves to fully reimburse the Board. It is understood that before taking such leave the employee will make arrangements in order to minimize any disruption of the school and district program.

For purposes of the term of the leave the continuing employee shall be deemed to be in the full employ of the Board. Articles 21, 22, 23, and 28 of the collective agreement will apply. During the term of the leave, the continuing employee will accrue vacation and seniority.

The Board shall continue to pay the CUPE member along with providing all the Article 28 benefits the member had prior to the secondment provided the seconding authority fully reimburses the Board.

24.10 Temporary Work Site Closure

Where the District temporarily closes a work site due to an unforeseen circumstance and does not require the employees' services:

- (a) Employees who have started their shift shall be paid for the balance of their shift; and
- (b) Where the District has given notice (e.g. through the media, contacting the employee directly) that the work place is closed, employees shall be paid for the first full shift that the work site is closed.

24.11 Medical Appointments

- (a) Employees will schedule medical appointments outside of regular working hours whenever possible.
- (b) The employer will allow flexible working hours in order to accommodate such appointments whenever possible, providing operational requirements are met.
- (c) Where (a) or (b) are not possible, employees shall be able to access their sick bank as long as there is a balance of twelve (12) days left in the bank after the deduction for the medical appointment time, otherwise this time off will be without pay.

24.12 Guidelines for Partial Leaves of Absence

Preamble:

Employees may be granted partial leaves of absence, without pay, upon his or her written request to the Secretary-Treasurer or designate specifying date(s) and times subject to the terms and conditions of this Article.

(a) **Definition:**

A partial leave of absence is a leave of absence from a continuing position either by reducing the daily hours, by reducing the number of days per week or by reducing the number of weeks in a four week cycle, for a specified period of time.

(b) **Purpose:**

The Board's purpose in approving partial leaves of absence is to protect the continuing employee's position for a reasonable period of time (as specified in this article) when the employee requires a reduction in the hours of work for the special reasons stated below.

(c) **Seniority/Benefits:**

Seniority with the Board is not affected. Eligibility for the following benefits is not affected: MSP, EHB, Dental, Group Life, Vacation, Sick Leave and Statutory Holidays. Group Life is based on earnings and will be reduced by the lower earnings. Vacation pay is calculated as a percentage of earnings and will therefore be reduced by the lower earnings. Sick leave will be earned based on the reduced hours. Statutory holiday pay will be included in the current reduced salary (i.e. bi-weekly earnings will not change). The pension benefit will be affected. The rate of accumulation of service time in the plan will be reduced due to the temporary reduction in hours worked. Contributions will be temporarily reduced because they are a reflection of monthly wages.

(d) **Eligibility:**

1) **Family or Personal Circumstances**

The circumstances must be of an emergent or compelling nature and would normally be related to the immediate family. Leave may also be granted to accommodate family circumstances that allow the employee to continue working in a part-time capacity. This leave request will be reviewed on a case-by-case basis. This leave request must be supported by evidence of the family circumstance that requires the employee support and, if approved, that the employer can operationally accommodate the employee's absence.

2) **Maternity/Parental**

As an extension to a full time leave as per Collective Agreement.

3) **Education Leave**

Education Leave may be granted under the following conditions:

- (i) The course(s) provide for training relating to school district positions.
- (ii) Course attendance can not be scheduled outside of the employee's regular work hours.
- (iii) The training is provided by a recognized institution.

4) **Medical Leave**

As supported by medical evidence.

(e) **Terms & Conditions:**

- 1) A partial leave of absence may be granted by the Board and copied to the Union for a period not to exceed either:

- (i) Six calendar months; or
- (ii) The school term (September to June - 10 months).

Provided a suitable replacement is available and operational needs can be met, the Board will make reasonable effort to accommodate employees who qualify for and request such leaves. Extension requests would not unreasonably be denied, but would not normally extend a partial leave beyond two years.

- 2) Hours that become available in a school/location pursuant to the granting of a partial leave shall be assigned to employee(s) in the school/location in the same classification on the basis of seniority. If the temporary hours can not be filled within the school/location then Clause 16.01 (b) – Vacancies applies where the temporary vacancy is in excess of 90 days. Where the temporary vacancy is less than 90 days the substitute will be selected from the district approved substitute list without posting.

24.13 Return from Leave

An employee on a leave of absence granted in accordance with Article 24.09 of less than one year is expected to return to work on the specified return date. Failure to do so or to request an extension of the leave may be deemed to be a resignation by the employee.

An employee on a one year leave of absence granted in accordance with Article 24.09 is required to notify the Secretary-Treasurer in writing two months prior to the expiration of the approved leave of absence of their intention to return or not from leave, or to request an extension to the leave. If such request is not received by the Secretary-Treasurer, such non-communication shall bar any extension of the leave. Failure to return to work on the specified return date may be deemed to be a resignation by the employee.

ARTICLE 25: PAYMENT OF WAGES AND ALLOWANCES

25.01 Wages

Wages for all categories shall be paid as per the schedule attached to and forming part of this Agreement. Pay days shall be every second Friday.

25.02 Pay on Temporary Transfers - Higher Rated Jobs

- (a) When an employee is appointed by his/her departmental supervisor temporarily to relieve in or perform the duties and responsibilities of a higher paying position, the employee shall receive the rate for the job for the period so employed. This temporary coverage does not necessarily provide the employee experience to attain the full skills and abilities needed for the job number.
- (b) The term “departmental supervisor” shall mean:
 - 1) The Secretary-Treasurer or designate for clerical employees.
 - 2) The Director of Facilities or designate for all other employees.
- (c) A District Custodial Foreman replacement will be identified through a selection process pursuant to Articles 16.01 and 16.02. The successful applicant will be called in when operational needs require the District Custodial Foreman to be replaced.

25.03 “Dirty Work” Premium

When maintenance employees are required to perform duties considered as “dirty work” and the Director of Facilities or his designate has approved the work, the employee shall be paid an additional premium of forty cents (40¢) per hour. This clause will apply when work is performed in the following areas: spray booth painting; boiler cleaning; working on sewage lift station.

25.04 Mileage Allowance

- (a) Employees shall not be required, as a condition of employment, to provide a vehicle to perform their duties. Where an employee agrees to a request by the Board to use a private vehicle to carry out their duties, they shall be paid a mileage allowance pursuant to the Board’s policy which shall not be reduced without the mutual agreement of the parties.
- (b) When the employer requires an employee to travel between workplaces that comprise one (1) posted position, the employer shall pay the mileage between locations.

25.05 Supervision Allowance - Maintenance Supervisor, Grounds Foreman and Bus Driver Employees

- (a) When additional supervision is necessary on projects on which one (1) or more employees within the same classification are being supervised, a lead hand shall be appointed by the Director of Facilities. The lead hand so appointed shall receive an additional one dollar (\$1.00) per hour over his or her regular hourly rate for the period of such appointment.
- (b) Bus drivers will be paid an allowance of one dollar (\$1.00) per hour over his or her regular hourly rate for the period when they are required to supervise new or other bus drivers.

25.06 Contractor's License

When the Board requires an electrician to hold a contractor's license, that employee shall be paid an additional fifty cents (50¢) per hour.

25.07 Footwear Allowance

Effective September 1, 1999 employees who are required to use special footwear by the employer or by law shall receive an allowance of \$75.00 per year up to a maximum of \$225.00 (3 years) when such footwear is purchased.

ARTICLE 27: JOB DESCRIPTIONS, CLASSIFICATIONS AND CHANGES TO CLASSIFICATIONS

27.01 Job Descriptions

- (a) Job descriptions and the job description manual shall be available at each worksite and on the School District Website.
- (b) The Board is responsible for developing new job descriptions in the mutually agreed format.
- (c) Once per year each employee will meet with his or her immediate supervisor to review the current duties.
- (d) Where the employee or supervisor believe that the duties of the position have changed, the proposed changes will be forwarded to the joint job evaluation committee using the forms in the job evaluation manual for review. The job evaluation committee will be made up of a maximum of three (3) representatives from the Board and a maximum of three (3) representatives from the Union. The committee will review recommendations from the employee and supervisor, and will make a decision by mutual agreement whether the job description requires updating and will also consider if the changes are significant enough to require the position to be re-evaluated in accordance with the job evaluation plan.

27.02 Job Rating

Any new position created by the Board or changes to an existing position's rating shall have the rate of pay set by mutual agreement of the parties to this agreement. The rates shall be jointly negotiated. In the event of failure to agree on the rates of pay, the matter shall be resolved pursuant to the arbitration procedure.

27.03 Gender Equity

The Board and Union agree to maintain a gender neutral job evaluation plan and to apply general wage increases in such a way that the pay difference for an equally rated female job is not increased but eliminated over time.

The Board and Union agree to apply for pay equity funds made available by the Provincial Government pursuant to a Pay Equity Program.

This agreement in no way commits the parties to assign future pay increases to pay equity adjustments, but is meant to ensure identified inequities in pay between male and female dominated jobs will not be increased.

27.04 Supervisory Jurisdiction

The Union will be advised of the executive personnel having supervisory jurisdiction over the various classifications of employees.

ARTICLE 28: EMPLOYEE BENEFITS

28.01 Municipal Pension Plan

All continuing employees shall participate in the Municipal Pension Plan pursuant to the Municipal Pension Plan rules.

28.02 Retirement Benefits

- (a) All employees on reaching retirement age (ages 55 or greater) and who have completed ten (10) or more years of continuous service with the Board and who retire from the service of the Board shall be paid one (1) month's pay at their current rate of pay. If the employee has not taken the proportionate holidays to which he or she is entitled for the then current year, he/she shall be paid in lieu of such holidays.

28.03 Medical Insurance

- (a) A medical service contract will be maintained for all eligible employees covered by this agreement. Effective January 1, 2001, premium payments shall be paid one hundred percent (100%) by the Board.
- (b) Eligible employees will have a thirty-one (31) day opportunity in which to join the plan from the date of employment. Thereafter they would only be eligible to join the plan if they were transferring from another plan.
- (c) Application for medical coverage will be sent to all new eligible employees.

28.04 EHB

- (a) An extended health benefits contract will be maintained for all eligible employees covered by this agreement. Effective January 1, 2001 premium payments shall be paid one hundred percent (100%) by the Board.
 - Maximum \$500,000 per lifetime per person; and
 - Vision care \$200 per person every twenty-four (24) months.
- (b) Eligible employees will have a thirty-one (31) day opportunity in which to join the plan, from the date of employment. Thereafter they would only be eligible to join the plan if they were transferring from another plan.
- (c) Application for medical coverage will be sent to all new eligible employees.

28.05 Group Life Insurance

- (a) All continuing employees covered by this agreement, upon satisfactorily completing the probationary period, shall be required to enrol in the group life insurance plan. Effective January 1, 2001 premium payments shall be paid one hundred percent (100%) by the Board.
- (b) For those employees whose salary fluctuates from week to week, a life insurance claim will be based on the average of the previous months for which premiums have been paid during the past twelve (12) months.
- (c) Employees shall be offered enrolment in an Accidental Death and Dismemberment Plan where the premiums are one hundred percent (100%) paid by the employee. The employer agrees to provide administrative assistance for deducting and remitting contributions and providing information required by the carrier.

28.06 Dental Plan

- (a) A dental plan will be maintained for all eligible employees covered by this agreement. Premium payments shall be paid eighty percent (80%) by the Board and twenty percent (20%) by the employee.
- (b) Eligible employees will have a thirty-one (31) day opportunity in which to join the plan from the date of employment. Thereafter they would only be eligible to join the plan if they were transferring from another plan.

- (c) Dental Plan Coverage:

Plan A - Basic	One hundred percent (100%) reimbursement.
Plan B - Major Restorations	Sixty percent (60%) reimbursement.
Plan A & B -	Combined annual maximum two thousand five hundred dollars (\$2,500.00) per person.
Plan C - Orthodontics	Fifty percent (50%) reimbursement. Lifetime maximum two thousand dollars (\$2,000.00) per person.

28.07 Legislation

If, during the life of the agreement, the premium paid by the employer for employee benefits under the benefit plans is reduced as a result of any legislation, the dispensation of such reduction shall be discussed by the parties, and, failing settlement within thirty (30) days or such longer time as may be agreed upon by the parties, shall be resolved pursuant to the arbitration procedure.

28.08 Continuation of Benefits

The Board agrees to maintain benefits under Article 28, with the following provisions:

(a) **Strike and/or Lockout**

The Board and the Union shall arrange a suitable method of repayment by employees of the premium costs upon the cessation of such work stoppage.

(b) **Layoff**

Any employee who is laid off may continue in any benefit plan for a period of twelve (12) months providing the employee submits the full premium to the Board monthly in advance. This clause shall not apply to Municipal Pension Plan.

(c) An employee on an approved leave of absence may continue benefit coverage for a period of twelve (12) months providing the employee submits the full premium to the Board monthly in advance.

(d) **Sickness/Disabled Leave**

Effective September 1, 1999, an employee on an approved sick or disability leave may continue benefit coverage for a period of twelve (12) months providing the employee submits the employee's share pursuant to Article 28.03 through to 28.06, to the Board monthly in advance. A renewal beyond twelve (12) months may be considered on the merits of the individual situation, providing the employee submits the full premium.

28.09 Continuing Employees Benefit Entitlements

(a) The following benefits will not apply where continuing employees are away on unpaid leave of absence, for leaves in excess of thirty (30) days:

- 1) Vacation entitlements.
- 2) Sick leave entitlements.
- 3) General holiday entitlements.

(b) The Board agrees to pay the coverage as noted in Article 28 for employee benefit plans for continuing employees absent without pay for any other reasons than stipulated in Articles 24 and 28.08 for one (1) month or less. In the event of a longer absence, continuing employees so affected shall have the right to continue coverage through direct payments, in advance, for the full cost of the benefit, up to a maximum of one (1) year.

28.10 Welfare Benefits

The Board agrees to terminate the existing carriers upon enrolment in any other mutually agreed upon plan which offers equivalent or superior coverage. Any savings as a result of changing plans and/or carriers shall be shared equally by the Board and the employees.

28.11 Long Term Disability

All continuing employees as defined by the Public Education Benefits Trust (PEBT) LTD Plan shall participate in the PEBT long-term disability plan. This shall be at no cost to the employer or the employee. If the PEBT Plan does not define eligibility then continuing employees who have worked three (3) months of continuous active employment with the employer and who are assigned fifteen (15) hours or more per week shall be eligible for LTD.

28.12 CSB Deduction

The employer agrees to administer a payroll deduction CSB for those employees who provide direction to do so.

28.13 RRSP Deduction

The employer shall deduct from the employees' salary, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in a RRS Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

Set up and implementation of the program will be discussed and mutually agreed upon at the Labour Management Cooperation Committee, pursuant to Article 9.

28.14 Employee and Family Assistance Program

The employer will provide an Employee and Family Assistance Program at no cost to the employee. Continuing employees will have access to this plan at time of appointment. Temporary employees who have completed 630 hours of service with the Board as a clerical, school support worker or district resource centre employee or 720 hours as a maintenance, custodian, grounds, bus driver, data services, courier or district technical assistant employee shall have access to the plan.

28.15 Jointly Trusteed Benefit Trust

The Parties have agreed to participate in a jointly trusteed benefits trust (PEBT) for their dental, extended health, group life insurance, optional life insurance and accidental death and dismemberment benefit coverage specified in this Article.

ARTICLE 29: OCCUPATIONAL HEALTH & SAFETY

29.01 Cooperation on Safety

The Union and the Board shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee safety.

29.02 Union and Board Safety Committee

A Safety Committee shall be established which shall be composed of two representatives from the Board, one of whom will be the Board's Occupational Health & Safety Manager, and two (2) representatives from the Union. The Safety Committee shall hold meetings as required and as requested by the Union or the Board for jointly considering, monitoring and inspecting, investigating and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Board and the Union, and posted on all bulletin boards.

29.03 Safety Committee Pay Provisions

Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

29.04 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.

29.05 Training for Safety Purposes

- (a) For safety purposes, employees shall receive necessary training if required to operate any piece of equipment or deliver specialized procedures or therapies.
- (b) For safety purposes, employees required to work on any job or operate any piece of equipment shall be provided proper training and instruction.

29.06 Ergonomics

To prevent or limit the occurrence of musculoskeletal injuries (MSIs), the parties agree to develop and maintain an effective Ergonomics Program including the following elements:

- (a) Identification and assessment of factors in the workplace that may expose employees to a risk of musculoskeletal injury (MSI).
- (b) Training and education of employees and supervisors including the early signs and symptoms of MSIs and their potential health effects.
- (c) Minimizing the risk of MSIs to employees.
- (d) The employer must consult with the joint health and safety committee with respect to the program.

29.07 Occupational Health & Safety

The employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimal acceptable practice to be improved upon by mutual agreement of the joint Health & Safety Committee or negotiations with the employer.

29.08 Communication

Where, after consultation with the joint health and safety committee, it is determined that a written procedure and a communication system is required for an employee working alone, the employer shall provide a communication system to allow the employee to summon assistance.

29.09 Physical Restraints of Students

In Saanich we do not support any form of physical restraint as an ongoing intervention, and this type of intervention should only be used in cases of extreme emergency, as outlined in the student's Individual Education Program.

Appropriate training will be offered to maintain supportive, safe environments for both staff and students.

29.10 Education Assistant Duties and Personal Care Issues

The following principles should be followed with respect to students' personal care:

- (a) Any observation of an unusual behaviour pattern, unusual comments from a student or any unusual marks on the body should be reported to the supervisor and/or principal immediately and should also be recorded and communicated with the parent.

- (b) Whenever a parent makes a request for an employee to change their duties, the parent must be referred to the supervisor and/or principal. Directions for change in duties should not be taken from parents or other itinerant professionals but should always come from the supervisor or principal.
- (c) Whenever there is a need to provide a high degree of personal care (toileting, etc.) employees should ensure that they are accompanied by another school district employee as arranged by the principal.

29.11 Health Concerns – Students With Special Needs

There will be an agreement with the parent about the child staying home when they are sick.

At the first meeting occurring in the Fall (prior to school start up) the School Based Team shall clarify and detail the level of care normally needed when the student is not ill, e.g. number of times toileting is usually required, need for nose wiping (frequency).

These specifics should be detailed in an addendum to the I.E.P. or included in the Health Care Plan.

ARTICLE 30: TECHNOLOGICAL AND OTHER CHANGES

30.01 Advance Notice

At least three (3) months before the introduction of any technological change as defined by the Labour Relations Code, the Board shall notify the Union of the proposed change. Both parties shall meet and endeavour to resolve the placement of employees.

30.02 No New Employees

No permanent appointments shall be made by the Board in the area affected by the technological change until the employees already working have been notified of the proposed technological or other change and allowed a training period as considered adequate by the parties, but in no event to exceed three (3) months, to acquire the necessary knowledge or skill for the trainees to retain their employment.

30.03 Settling of Differences

The parties hereto agree, should a dispute arise between the Board and the Union in relation to adjustment because of technological change, there shall be no suspension of work on account of such dispute, but an effort shall be made to settle the same in the manner prescribed in this Agreement for the settling of grievances up to and including arbitration if necessary.

ARTICLE 31: CONTRACTING OUT

31.01 Contracting Out

The Board respects the desire of the bargaining unit for job security. No continuing employee shall be laid off as a consequence of the contracting out of work or services presently and normally performed by members of the bargaining unit.

ARTICLE 37: GENERAL

37.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement it shall be considered as if the plural, feminine or masculine has been used where the context of the party of parties hereto so require.

37.02 Use of Employee Vehicle

When an employee agrees to a request to use his or her private vehicle for School Board business and if the vehicle is involved in a traffic accident which the police report the employee was not at fault, the Board shall pay to the employee the deductible portion of the employee's insurance claim to a maximum of \$225.

37.03 Copies of Agreement

The Board shall make available to each employee a copy of this Agreement within two (2) months following ratification and signing of the Collective Agreement in its final form.

37.04 Time Lost Through Injury/WCB Leave

The Board agrees that time lost through injury or disease that is recognized by the WCB should not be deducted from sick leave, and that no loss of net after tax salary for the period covered by the WCB claim should occur and therefore:

- (a) Where an employee suffers from a disease, or injury (hereinafter called the "disability") and the employee gains compensation under the Workers' Compensation Act, the employee shall not be required to use sick leave credits for time lost.
- (b) All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Board in return for which the Board will calculate and pay an amount which estimates the gross income and tax payable to approximate the equivalent after-tax income, such that there is no net loss of take home pay. The wage loss calculated will be based on the salary as assessed by WCB subject to appeal to the Labour Management Committee. The employee will be entitled to any salary increase occurring during the period of compensation.

- (c) Notwithstanding any other provisions of the Agreement, employees shall not earn vacation while they are on Workers' Compensation in excess of sixty (60) consecutive calendar days.
- (d) Any disability pension or other final settlement arising from this claim is awarded to the employee. The final WCB resolution of this claim will constitute an end of the application of this clause.

37.05 Whistle Blower Protection

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

ARTICLE 38: TERM OF AGREEMENT

38.01 Duration

- (a) This Agreement shall be binding and remain in force and effect from the 1st day of July, 2010 to the 30th day of June, 2012 and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.
- (b) The operation of Section 50(2) and (3) of the Labour Relations Code shall be specifically excluded and not be applicable to this agreement.

38.02 Negotiations

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

38.03 Retroactive Provisions

All revisions to the collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the date of signing.

Article 11, 26, 32, 33, 34, 35 and 36, which appear in the master agreement of the Canadian Union of Public Employees, the numbers and contents of which do not appear herein, have no effect either by inference or intent on the interpretation or administration of this Collective Agreement.

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

The CORPORATE SEAL of the BOARD OF EDUCATION)
OF SCHOOL DISTRICT NO. 63 (SAANICH))
was hereunto affixed by and in the presence of:)

_____)
_____)
_____)
_____)

SIGNED by the President and Rep for the)
CANADIAN UNION OF PUBLIC EMPLOYEES,)
LOCAL 441 (SAANICH SCHOOL BOARD EMPLOYEES))

_____)
_____)
_____)
_____)

Schedule A Wages

Note: <i>There were no general wage increases during the term of this agreement.</i> General Wage Increase			July 1, 2010	July 1, 2010	June 30, 2012	June 30, 2012
			0.00% General Wage Increase	0.00% General Wage Increase	Includes Job Evaluation Adjustments	Includes Job Evaluation Adjustments
Title	Job No.	Points	0.00 Continuing Rate	0.00 Temporary Rate	0.00 Continuing Rate	0.00 Temporary Rate
Assistant – Learning Resource Centre	1	62	17.93	17.03	17.93	17.03
Bus Driver	2	126	20.75	19.71	20.75	19.71
Canteen Coordinator	3	101	19.66	18.68	19.66	18.68
Classroom Assistant	4	46	17.24	16.38	17.24	16.38
Computer Lab Assistant	5	85	18.95	18.00	18.95	18.00
Computer Lab Technician – School Board Office	6	127	20.79	19.75	20.79	19.75
District Computer Systems Coordinator	7	157	22.09	20.99	22.09	20.99
Computer Systems Technical Assistant	8	98	19.53	18.55	19.53	18.55
Custodian	9	73	18.42	17.50	18.42	17.50
Distance Education Administrative Assistant	10	144	21.54	20.46	21.54	20.46
Distance Education Elementary Secretary	11	114	20.21	19.20	20.21	19.20
Distance Education Resource Assistant	12	65	18.06	17.16	18.06	17.16
Distance Education Materials Coordinator	13	75	18.95	18.00	18.95	18.00
Distance Education Student Information & Electronic Library Coordinator	14	124	20.68	19.65	20.68	19.65
Distance Education Secretary	15	85	18.95	18.00	18.95	18.00
Distance Education Registration Secretary	16	91	19.22	18.26	19.22	18.26
District Accountant	17	138	21.28	20.22	21.28	20.22
District Courier	18	64	18.02	17.12	18.02	17.12
District Custodial Supervisor	19	163	22.36	21.24	22.36	21.24
District Executive Assistant	20	156	22.07	20.97	22.07	20.97
Payroll Specialist	21	140	21.50	20.43	21.50	20.43
District Accounts Assistant/ Receptionist	22	111	20.10	19.10	20.10	19.10

Schedule A Wages

<p>Note: <i>There were no general wage increases during the term of this agreement.</i></p> <p align="center">General Wage Increase</p>			July 1, 2010	July 1, 2010	June 30, 2012	June 30, 2012
			0.00% General Wage Increase	0.00% General Wage Increase	Includes Job Evaluation Adjustments	Includes Job Evaluation Adjustments
Title	Job No.	Points	0.00 Continuing Rate	0.00 Temporary Rate	0.00 Continuing Rate	0.00 Temporary Rate
District Secretary	23	124	19.64	18.66	20.64	19.61
District Secretary - Languages	24	108	19.97	18.97	19.97	18.97
District Secretary/Payroll	25	134	21.10	20.05	21.10	20.05
District Systems Analyst	26		21.66	20.58	21.66	20.58
School Accounts/Secretary	27	104	19.79	18.80	19.79	18.80
Lead Custodian / Day Custodian	28	93	19.30	18.34	19.30	18.34
Head Custodian	29	113	20.18	19.17	20.18	19.17
Food Services Assistant	30	91	19.22	18.26	19.22	18.26
Food Services Business Assistant	31	113	19.66	18.68	20.18	19.17
General Maintenance	32	106	20.73	19.69	20.73	19.69
Grounds Lead Hand	34	135	21.13	20.07	21.13	20.07
Grounds Maintenance	35	92	19.25	18.29	19.25	18.29
Grounds Supervisor	36	163	22.36	21.24	22.36	21.24
Maintenance Supervisor	37	179	28.40	26.98	28.40	26.98
Office Assistant	38	62	17.94	17.04	17.94	17.04
School Accounts	40	131	21.11	20.05	21.11	20.05
School Administrative Assistant	41	150	21.80	20.71	21.80	20.71
School Receptionist/Secretary	43	81	18.78	17.84	18.78	17.84
School Secretary	44	137	21.24	20.18	21.24	20.18
Science Lab Assistant	45	117	20.35	19.33	20.35	19.33
Specialized Education Assistant – Alternative Programs	47	127	20.79	19.75	20.79	19.75
Student Information Systems Coordinator	48	147	21.68	20.60	21.68	20.60
Student Monitor	49	61	17.89	17.00	17.89	17.00

Schedule A Wages

<p><i>Note: There were no general wage increases during the term of this agreement.</i></p> <p align="center">General Wage Increase</p>			July 1, 2010	July 1, 2010	June 30, 2012	June 30, 2012
			0.00% General Wage Increase	0.00% General Wage Increase	Includes Job Evaluation Adjustments	Includes Job Evaluation Adjustments
Title	Job No.	Points	0.00 Continuing Rate	0.00 Temporary Rate	0.00 Continuing Rate	0.00 Temporary Rate
Education Assistant – French	50	56	17.68	16.80	17.68	16.80
Education Assistant – Student Services	51	120	20.49	19.47	20.49	19.47
Technical Assistant – Learning Resource Centre	52	95	19.39	18.42	19.39	18.42
Coordinator – District Learning Resource Centre	53	127	20.80	19.76	20.80	19.76
Technician – Learning Resource Centre	54	105	19.83	18.84	19.83	18.84
Trades Maintenance - HVAC, Plumbing, Electrical, Vehicle Maintenance	55	168	27.15	25.79	27.15	25.79
Vehicle Equipment Maintenance IV	56	135	21.16	20.10	21.16	20.10
Facilities Monitor	57	32	16.64	15.81	16.64	15.81
District Systems	58		20.95	19.90	20.95	19.90
Distance Education Systems Technician	59	150	22.26	21.15	22.26	21.15
Painting Maintenance	60	129	20.89	19.85	20.89	19.85
Education Assistant – Band	61	85	18.95	18.00	18.95	18.00
Education Assistant, Student Services – Tech Ed	62	126	20.76	19.72	20.76	19.72
Student Information/Technical Assistant	63	127	20.80	19.76	20.80	19.76
Computer Lab Technician – Royal Oak	64	117	20.35	19.33	20.35	19.33
School Secretary	65	146	21.62	20.54	21.62	20.54
Distance Education Secretary/Accounts	66	95	19.39	18.42	19.39	18.42
Help Desk Level I	67	137	21.23	20.17	21.23	20.17
Student Information Systems Coordinator	68	124	20.68	19.65	20.68	19.65
School Accounts – Claremont	69	134	21.10	20.05	21.10	20.05
School Receptionist/Secretary – Brentwood	70	94	19.36	18.39	19.36	18.39

Schedule A Wages

<p>Note: <i>There were no general wage increases during the term of this agreement.</i></p> <p align="center">General Wage Increase</p>			July 1, 2010	July 1, 2010	June 30, 2012	June 30, 2012
			0.00% General Wage Increase	0.00% General Wage Increase	Includes Job Evaluation Adjustments	Includes Job Evaluation Adjustments
Title	Job No.	Points	0.00 Continuing Rate	0.00 Temporary Rate	0.00 Continuing Rate	0.00 Temporary Rate
Intervenor	71	140	21.37	20.30	21.37	20.30
Interpreter	72	124	20.68	19.65	20.68	19.65
Career Centre Coordinator	73	91	19.22	18.26	19.22	18.26
Human Resources Assistant	74	121	20.54	19.51	20.54	19.51
Administration Assistant – Human Resources	75	140	20.54	19.51	21.37	20.30
District Systems Analyst	76	163	22.36	21.24	22.36	21.24
Youth and Family Counsellor	77	n/a	35616.35	35616.35	35616.35	35616.35
Facilities Executive Assistant	78	156	22.07	20.97	22.07	20.97
Labourer	79	69	18.24	17.33	18.24	17.33
Computer Lab Technician – Secondary	80	147	21.68	20.60	21.68	20.60
Distance Education – Resource Copier	81	52	17.50	16.63	17.50	16.63
District Office Receptionist	82	94	19.22	18.26	19.34	18.37
Trades Maintenance - Carpentry, Electronics and Painting	83	168	26.42	25.10	26.42	25.10
International Program Administrative Assistant	84	150	21.10	20.05	21.81	20.72
Senior District Accounting Clerk	85	118	20.41	19.39	20.41	19.39
Student Monitor - Secondary Level	86	91	19.23	18.27	19.23	18.27
Student Services Accounts/Secretary	87	131	20.97	19.92	20.97	19.92
Graphic Web Designer	88	121	20.55	19.53	20.55	19.53
Programmer Analyst	89	170	22.68	21.55	22.68	21.55
StrongStart Facilitator	90	163	22.36	21.24	22.36	21.24
Brailist/Transcriber	91	143	21.49	20.42	21.49	20.42
Culinary Arts Kitchen Assistant (Stelly's Culinary Teaching Kitchen)	92	113	19.22	18.26	20.18	19.17

Schedule A Wages

<p>Note: <i>There were no general wage increases during the term of this agreement.</i></p> <p>General Wage Increase</p>			July 1, 2010	July 1, 2010	June 30, 2012	June 30, 2012
			0.00% General Wage Increase	0.00% General Wage Increase	Includes Job Evaluation Adjustments	Includes Job Evaluation Adjustments
Title	Job No.	Points	0.00 Continuing Rate	0.00 Temporary Rate	0.00 Continuing Rate	0.00 Temporary Rate
Homestay Coordinator	93	124	20.51	19.48	20.66	19.63
Benefits Clerk/Payroll Assistant	94	110	20.10	19.10	20.04	19.04
Job Number not available	95					
SIDES - IT	96	150	21.68	20.60	21.80	20.71
Technician - Library Learning Commons	97	134	19.81	18.82	21.09	20.04

APPENDIX “A”

1. Employees Covered Under Appendix “A”

- (a) This Appendix applies to employees who are in the School Support Worker, Clerical, and DRC classifications.
- (b) A generalist is a position where the employee works in a flexible work environment between two (2) or more job positions (except Job 49, 1, 46, 62, 71, and 72 per Appendix “A” 5 in one location. A generalist position will be assigned by posting pursuant to Article 16 or where the time has been assigned to ensure retention of entitled continuing hours pursuant to Appendix “A” 10. An employee cannot become a generalist through additional assigned hours pursuant to Article 16.03. For generalist positions the higher rated position shall be used to calculate the higher rate of pay for all hours worked.

Education Assistants working Job 49 time in addition to their regular Education Assistant time will be paid Job 51 rate of pay for that time.

- 2. The intent of these terms is to provide stability in the school system and be responsive to the needs of students while providing job security and stability for employees in accordance with qualifications and seniority.
- 3. Employees shall be given a position attached to a school/location that may not be unilaterally changed by the District, except in accordance with Article 12 of this Appendix.
- 4. Continuing employees including Bus Drivers and Custodians and temporary employees grandfathered for work prior to March, 1994, who have provided temporary Student Monitor duties in the school year shall have the right to continue to perform such service for the following school years without posting, provided such service is required and cannot be performed by a School Support Worker attached to the school/location. Every effort will be made to maintain hours on the basis of scheduling requirements of the school/location for continuing Appendix “A” employees.
- 5. School Support Worker hours may be distributed among qualified, senior and willing School Support Workers. When such hours are distributed they shall continue for the entire school year provided the student(s) remain at that school. The School Support Worker shall be paid a premium for the hours worked while carrying out the duties of a Specialized Education Assistant equivalent to the rate of pay for a Specialized Education Assistant, Education Assistant – Student Services (Tech Ed) or Interpreter or Intervener. The payment of the premium shall be made in such a way so as to maximize benefits and coverage for such employees.

APPENDIX “A” – Continued

6. Overnight Field Trips

- a) Overnight field trips shall be those trips occurring during the school term.
- b) Education assistants may be required for the supervision of students with special needs (as identified by the District Screening Committee) who have specific safety (emotional and/or severe behavioural) and personal care needs as outlined in their Individual Educational Plan (I.E.P.).
- c) Involvement of education assistants on overnight field trips is voluntary and may be declined. Preference will be given to those education assistants who normally work within the school and directly with the student or students who will be participating on the field trip. With the exception of family members, other CUPE employees will not be asked to volunteer their time.
- d) When a student with special needs plans to participate in a field trip, the School Based Team including an administrative officer, field trip supervisor, education assistant involved and other concerned parties will meet before the field trip to address:
 - i) Responsibility of supervision requirements.
 - ii) Specific responsibilities of education assistants.
 - iii) The identification and estimate of the costs (including accommodation, meals, travel and other expenses from school based funding).

The school principal shall authorize the overnight field trip request prior to submission for Board approval.
- e) Required education assistants on field trips will be paid a minimum of 7 hours per day.
- f) The regular work week, as per Article 18.01 and 19.01 shall be separate from the overnight field trip hours, to prevent cumulative overtime rates.
- g) Time worked on a field trip in excess of 7 hours per day shall be deemed as overtime as per clause 18.01 and 19.01.
- h) Any education assistant approved to participate in a field trip will be provided with a work schedule:
 - i) A minimum of six (6) uninterrupted consecutive hours of “time off” will be provided.
 - ii) Overtime care due to extenuating circumstances approved by the field trip supervisor will be paid in accordance with Clause 19.01 of the Agreement.

APPENDIX “A” – Continued

- i) Standby requirements as approved by the field trip supervisor between the hours 2400 hours and 0559 hours shall be entitled to ¼ time at overtime rates.
- j) During this trial period the education assistant shall maintain a log containing anecdotal reports on the student, education assistant hours involved, and recommendations.

SAMPLE FIELD TRIP LOG

Date: _____

HOURS	DAILY SHIFT(S)	TOTAL	SUPERVISOR'S INITIALS	CUPE INITIALS
REGULAR				
STANDBY				
“EMERGENCY”				

DAILY ANECDOTAL REPORT

7. Increase in Hours

See Article 16.03.

8. Annual Conversion of Unposted Temporary Hours to Continuing

By September 30th of each year the District shall convert unposted temporary hours into continuing hours on the following basis:

- (a) Hours that are worked the previous school year (September 30 to June 25th while students are in session) and which are required for the following school year with the same duties and which are worked by the same employees.
- (b) The formula applies to temporary and continuing employees.
- (c) The minimum number of hours required in order to qualify as continuing is 10 hours.

APPENDIX "A" – Continued

- (d) Where temporary hours are converted to continuing hours and where the temporary hours are in a different job number than the continuing hours, the job number (if appropriate) shall be determined by the Secretary-Treasurer after considering the advice and recommendation of the Union.

9. Annual Conversion of Posted Temporary Positions to Continuing

By September 30th of each year the District shall convert posted temporary positions to continuing positions on the following basis:

- (a) Temporary positions that are filled during the school year and which are required for the following school year with the same duties shall become continuing positions and shall be posted in accordance with Article 16 except where temporary positions or hours have been posted or assigned for positions, and held by continuing employees on approved leaves of absence. (Where a temporary employee replaces a continuing employee, the parties agree that this subsection can have no affect.)
- (b) The minimum number of hours required in order for a position to qualify as continuing is 10 hours per week.

10. Substitute List

See Articles 15 and 16.

11. Review of School Staffing for Next School Year

- (a) By June 1 of each year for 12 month employees and by June 15 of each year for 10 month employees, each A.O. or Supervisory Officer shall determine each school/location's staffing needs for the next school year. On the basis of position and seniority, employees shall be identified who are surplus to the anticipated needs of the school for the next school year. Employees who are declared surplus shall be those whose positions are no longer required or those whose hours are to be reduced.
- (b) On a District-wide basis available new or vacant positions will be offered on a seniority basis to surplus employees between June 16 and June 29 who have the required qualifications and experience for the position. Any employees who are on the recall list shall also be considered on the basis of seniority and required qualifications and experience for the position. Where an employee is offered a comparable position (same or greater hours, same job number) and the employee declines the assignment, they shall have the right of recall, Article 17.04.

APPENDIX “A” – Continued

- (c) If no comparable positions (same or greater hours, same job number) are available pursuant to (b) surplus employees shall have the right on a seniority basis to claim on or before June 30 the position held by the most junior employee in their classification that is equal to or lower than the position held by the surplus employee, provided that the surplus employee has the required qualifications. Where the position claimed is in a lower classification or where the position claimed has fewer hours than the continuing hours of the then surplus employee, the surplus employee shall continue to have rights of a surplus employee in August and September as specified in this Appendix.

(d) 1) **July/August Vacancies**

On a District-wide basis available positions will be offered on a seniority basis to surplus employees during the last five (5) working days of August who have the required qualifications and experience for the position. Any employees who are on the recall list shall also be considered on the basis of seniority and required qualifications and experience for the position. Positions may be awarded without interviews in accordance with Article 16 of the agreement. Where an employee is offered a comparable position (same or greater hours, same job number) and the employee declines the assignment, they shall have the right of recall, Article 17.04.

2) **September Vacancies Prior to Claiming Day**

On a District-wide basis available positions will be offered on a seniority basis to surplus employees up to Claiming Day who have the required qualifications and experience for the position. Any employees who are on the recall list shall also be considered on the basis of seniority and required qualifications and experience for the position. Where an employee is offered a comparable position (same or greater hours, same job number) and the employee declines the assignment, they shall have the right of recall, Article 17.04.

3) **Vacancies After Claiming Day**

Where a new or vacant School Support Worker continuing position becomes available after Claiming Day, Article 16, Promotions & Staff Changes shall apply.

APPENDIX “A” – Continued

(e) Surplus Position September 1st to 30th

Employees covered by this Appendix may also be declared surplus between the period September 1st and September 30th where the needs of the school have changed from what was anticipated or planned in June. Such employees shall have the same rights of Article 11 (d) (2) of the Appendix and shall be guaranteed the same hours as were scheduled in June for the month of September.

12. Rights of Surplus Employees at Claiming Day (Bumping)

Any employee who remains surplus pursuant to Article 11 above shall have the right to claim the position held by the most junior employee of any classification covered by this Appendix that is equal to or lower than the classification held by the surplus employee that has the same continuing hours provided that the surplus employee has the required qualifications. If no position provides the same number of continuing hours, the surplus employee may opt to claim a position with greater or lesser hours provided that the position is held by a junior employee in an equal or lower classification and provided that the surplus employee has the required qualifications.

(a) Rights of Junior Surplus Employees

Any junior continuing employee who is displaced by a surplus employee pursuant to this Appendix shall also have the right to claim the position held by the most junior continuing employee of any classification covered by this Appendix that is equal to or lower than the classification held by the displaced employee and that has the same or fewer hours.

- (b)** The claim for position pursuant to 12 and 12 (a) shall occur on the date (claiming day) specified by the Secretary-Treasurer prior to September 30. Employees will be placed in the claimed positions effective October 1.
- (c)** Any continuing employee who remains surplus after the process described in 12 (b) shall have the right to be placed on the recall list or to elect to receive severance pay pursuant to Article 17.04 of the agreement.

13. Surplus After September 30th

Employees declared surplus after September 30 shall continue to be paid in accordance with the hours and position held as at September 30 for the balance of the school year. These employees may be reassigned to positions covered by Appendix “A” at the discretion of the Board to different schools/locations and/or positions. (See Article 15 in this Appendix).

APPENDIX "A" – Continued

14. Restrictions on Effective Date of Transfer

In the event that operational needs require the successful candidate in the job posting process to continue to work in his/her previous position, the Board may defer the date of commencement of new duties in the new position to a date no later than the following September.

- (a) If the new position would result in increased pay to the employee (increase pay rate or increased hours or any combination thereof), the employee shall be paid in accordance with the pay rate and hours of the new position effective the date the position was filled pursuant to the job posting process (prior to actually commencing duties of the new position).

- 15. Where a position, same job number, of any employee who is declared surplus is reinstated within twelve (12) months that employee shall be given the first opportunity to claim the position. (See Article 13 in the Appendix).
- 16. Where this Appendix is silent on the issue, the terms of the Collective Agreement shall apply.
- 17. Nothing in the foregoing precludes an employee from the right to grieve any dispute that may arise in regard to this Appendix.
- 18. This Appendix shall be attached to and form part of the Collective Agreement.

APPENDIX “B”

DRIVERS

1. GUIDELINES FOR SELECTING REGULAR AND KINDERGARTEN ROUTES

(a) Regular Bus Route:

- 1) Prior to September 30 and again by January 30 of each year, continuing bus drivers, in order of seniority, will have an opportunity to indicate their preference for routes for the remainder of the school year in a meeting arranged by the Coordinator of Services. Drivers who are unable to attend shall give written notice prior to the meeting, stating their preferred routes in order of seniority.
- 2) Prior to the meetings pursuant to sub (1) above, the bus drivers will be provided with the finalized routes for their consideration at least one working day in advance.
- 3) During the last five (5) working days prior to the start of the school year, bus drivers shall contact the Coordinator of Services to confirm that their route times have not been significantly reduced for the month of September.
- 4) In the event that a driver's route is decreased by 15 or more minutes per day between October 1 and the start of the following school year, a driver may exercise their seniority rights, pursuant to Article 17.01 in the transportation classification.
- 5) In the event of a reduction in the work force, the provisions of Article 17 shall apply.

(b) Kindergarten Bus Routes

- 1) Kindergarten bus routes may be requested by a bus driver as a separate route at the same time as regular morning and afternoon routes are being selected. The combined driving time and yard time allotment may not exceed 8 hours per day.
- 2) In the event of the continuing bus driver's absence, the Kindergarten route shall be assigned to another senior continuing driver whenever possible provided the driver doesn't exceed the 40 hour work week.

APPENDIX “B” – Continued

(c) Special Education Bus Routes

1) Special Education Bus Routes:

- (i) Prior to the September 30th meeting for regular bus routes, qualified Special Education bus drivers, in order of seniority, will have an opportunity to indicate their preference for routes (driver and yard time) for the coming school year.
- (ii) Driver and yard time allotted pursuant to (i) shall be guaranteed for the school year based on a weekly average during five (5) consecutive working days exclusive of Pro-D Days.
- (iii) Minimum driver and yard time shall be five (5) hours.
- (iv) Driver and yard time in excess of five (5) hours will be paid at straight time for the duration of the shift up to eight (8) hours after which overtime rates shall apply.
- (v) After September 30th, the Coordinator of Services may adjust Special Education bus routes subject to (ii) and (iii) above.
- (vi) For the purpose of creating a route under subsection (i) above, students who are known to be infrequent riders will not be factored into the route for the purpose of the guaranteed hours under subsection (ii) and subsection (iii).
- (vii) A special needs bus driver replacement list for temporary replacement work will be created in September and January for continuing, qualified bus drivers. In the event of a special needs bus driver's absence, the route shall be offered to the senior bus driver on the list. The replacement will be assigned for the period of absence until the return of the incumbent. When the replacement is filled by a person who is not the most senior qualified replacement and the return of the incumbent is extended and deemed to be a longer-term assignment, the assignment will be re-evaluated to determine if a more senior replacement should be assigned. The Coordinator of Services can determine the suitable replacement from the list for the following leaves:
 - General Leave pursuant to Article 24.09
 - Partial leave pursuant to Article 24.12
 - Union Leave pursuant to Article 24.01

APPENDIX “B” – Continued

2) **Priority:**

The District's first priority is for the transportation of special education students for the school term on the same bus with the same driver for a minimum travelling time on the bus.

3) **Commitment:**

Drivers selected for special education bus routes are expected to make a commitment for the school term.

4) **Driver Requirements:**

- (i) Drivers selected for special education routes will be on a three-month trial period, after which time they may continue on the special education run or return to a regular bus route.
- (ii) Drivers on special education routes will be evaluated by the Co-ordinator of Services at the end of the three-month trial period.
- (iii) If the driver returns to a regular bus route, the route assigned will be according to seniority.

5) **Driver Selection:**

- (i) Personality appropriate to dealing with special education students.
- (ii) Reliable and punctual.
- (iii) Enjoy assisting special education students.
- (iv) Be able to develop an excellent working environment with students, teachers, parents/guardians, and other staff.

6) **Driver Responsibilities:**

- (i) To ensure that students are met at home and school, and transported safely to their destination.
- (ii) In consultation with the Co-ordinator of Services to adjust routes to the changing needs of the special education students.

APPENDIX “B” – Continued

7) **Driver Training:**

Drivers selected for special education bus routes will be required to attend in-service training sessions as requested by the Co-ordinator of Services.

8) **Classroom Experience:**

It is desirable to have special education drivers spend some time in a special education classroom interacting with students and teachers.

9) **Attendance Records:**

Special education bus drivers will be required to maintain daily attendance records of students transported and these records are to be delivered to the transportation office at the end of each week.

10) **Driver Meetings:**

It is anticipated that regular meetings would be held with special education route drivers to discuss any problems and to work on solutions which would make the system operate more efficiently.

11) **Route Assistance:**

A specific plan would be established to ensure that the same procedures are being followed by all special education bus drivers.

2. FINAL DECISION REGARDING ASSIGNMENTS

The Coordinator of Services is responsible for making the final decisions regarding the assignment of routes where it is not covered by the Collective Agreement.

3. SELECTION OF BUS DRIVERS FOR FIELD TRIPS

The Board and the Union agree that during the term of this agreement, the procedures for selection of bus drivers for day field trips will be followed in assigning bus drivers to field trips.

APPENDIX "B" – Continued

1) Field Trips:

- a) The Co-ordinator of Services will assign field trips in the most cost effective way for the District.
 - (i) Field trips will be assigned to participating continuing bus drivers. Temporary bus drivers may drive for field trips when continuing bus drivers are unavailable or unable to do the field trip. Field trips and total field trip hours accumulated for each driver will be posted every week. Drivers will be notified as soon as possible regarding field trips. Out-of-town field trips (over eight (8) hours) will be offered on a rotating basis to continuing participating bus drivers.
 - (ii) Continuing bus drivers may be released from regular routes to do field trips as necessary.
- b) Hours associated with Transportation Department Safety Programs and other temporary work covered by Appendix "B" in the Transportation Department shall be considered field trips for the purpose of Appendix "B" 3.1 (d), but are not to be used to equalize field trip hours.
- c) Each school year, the Co-ordinator of Services will assign field trips as fairly as possible to equalize the field trip hours for all participating continuing bus drivers. Only field trip hours in excess of regular route hours will count towards equalization. Multi-day charters will be given an expense allowance on a per diem rate based upon Board Policy.
- d) Continuing bus drivers and temporary bus drivers in posted temporary positions agree to waive the provisions of Article 18.01 (a) and 19.01 (a) in order to accept field trips when their weekly hours do not exceed forty (40) hours, except as provided below.
- e) Local Saturday or Sunday field trips will be paid at straight time with a minimum of four (4) hours.
- f) Evening field trips will be paid a minimum of two (2) hours.
- g) Out of town field trips, over eight (8) hours, will be paid at overtime rates as per Article 19.01.

APPENDIX “B” – Continued

- h) If a “call-back” is necessary to obtain a driver, provisions of Article 19.02 apply.
- i) When continuing bus drivers are away due to illness or injury, field trips will be (when possible) re-assigned.
- j) The work week shall be from Sunday at 12:00 a.m. until Saturday at 11:59 p.m. Continuing bus drivers may work a maximum of forty (40) hours per week at straight time rates driving their regular routes, including the optional field trips. Hours over forty (40) hours will be paid at time and a half (1.5) from 40-48 inclusive and at double time thereafter.
- k) The term “Continuing Bus Driver” refers to all bus drivers appointed by the Board.
- l) New continuing bus drivers are entitled to a pro-rated share of remaining annual field trip hours.

4. OVERNIGHT AND OUT-OF-TOWN FIELD TRIPS

- (a) An out-of town field trip shall be defined as any trip where the bus travels off of Vancouver Island and/or travels north of Lantzville.
- (b) Out-of-town field trips, over eight (8) hours, will be paid at straight time rates as per Article 19.01.
- (c) An overnight field trip shall be defined as any field trip where the bus driver is required to stay more than one (1) working day.
- (d) Drivers on an overnight field trip shall be given an expense allowance on a per diem rate based on Board Policy. Drivers shall be given the option of being billeted or choosing a hotel room at a reasonable expense to the Board.
- (e) Out-of-town and overnight field trips shall be posted and the senior continuing bus driver, on a rotating basis of seniority shall be offered the trip.
- (f) Out-of-town field trips shall be paid on the following schedule:

First Day	8 hours minimum then overtime
Second Day	10 hours straight time (minimum)
Each consecutive day	10 hours straight time (minimum)
Last Day	8 hours minimum then overtime

APPENDIX “B” – Continued

- (i) Total working time should not exceed 10 hours of actual working time (i.e. delivering team to site in a.m., pickup during the day, returning team to sleeping quarters). Hours worked after ten (10) hours shall be paid time and one-half for one (1) hour, then double time thereafter.
- (ii) National Safety Code shall take precedence in limiting the number of hours worked per day, with the necessary rest periods.
- (g) For clarification, the regular work week, as per Article 18.01 of the Collective Agreement, shall be separate from the out-of-town and overnight field trip hours, to prevent cumulative overtime rates.
- (h) The scheduled work week shall be from 12:00 a.m. Sunday until 11:59 p.m. Saturday.

5. PROCEDURE FOR ADVISING BUS DRIVERS OF CHANGE IN SCHEDULE WITH REGARDS TO NON-INSTRUCTIONAL DAYS

By June 30th of each year the Co-ordinator of Services will be provided with a copy of the following year's non-instructional days by school. Bus drivers may then review this list prior to selecting bus routes in September (selection is done on a seniority basis).

Job posting and appointment letters will be clear with regard to the days of work while students are in session.

If the schedule of non-instructional days change, affected staff will be advised with twenty-eight (28) calendar days notice.

Continuing staff will be given preference for work over temporary staff on non-Instructional days provided scheduling and route familiarity can be accommodated.

6. BUS DRIVERS PERFORMING STUDENT MONITOR DUTIES

A bus driver who is a continuing employee who also works as a student monitor shall be excused from any student monitor duties under the following circumstances:

- (a) Early dismissals.
- (b) Large bus movements (where a significant number of buses are required e.g. Victoria Symphony etc.).
- (c) Field trips where the continuing driver is the only continuing bus driver available to do the field trip.

APPENDIX “C”

ADULT RETRAINING WORK EXPERIENCE PLACEMENTS

The parties agree to participate in adult retraining work experience placements sponsored by private sector retraining organizations. The following conditions shall apply to such placements:

1. Work experience placements shall not exceed twenty working days.
2. Participation in the work experience placement shall be approved in writing by the Administrator, President of the Union and the individual CUPE employee(s) involved prior to any placement.
3. Participation in the work experience placement by a CUPE member is completely voluntary.
4. Work experience placement will not replace or displace any continuing or temporary scheduled CUPE staff or hours.
5. No CUPE member will be held liable or responsible for the improper action of any work experience placement.
6. A person placed within the District in a work experience shall be subject to the requirement of an acceptable criminal record check. A person placed within the District in a work experience is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.

CAMOSUN COLLEGE – STUDENT COMMUNITY SUPPORT WORKER PRACTICUM

The parties agree to the following conditions regarding Camosun College – Student Community Support Worker Practicum.

Purpose of the Practicum Placement

The overall objective of the practicum experience is to assist the practicum student in developing the necessary self-awareness, knowledge, skills and values in effectively providing support for individuals with diverse abilities.

A. Outline of Camosun Program

- 10 month program to develop skills in supporting individuals with disabilities.
- Includes training in the areas of personal care, A.D.D., food safe, teaching strategies, observation and assessment.
- Includes 8 week practicum, 4 days per week, which would include a Teacher Sponsor and Education Assistant as a mentor.

APPENDIX “C” – Continued

B. School Procedures for Education Assistant/Mentor and Teacher/Sponsor

- Practicum student does not provide support in areas or classrooms where no support is currently provided by the Education Assistant/Mentor.
- Practicum students do not leave school facilities with students unless accompanied by the Education Assistant/Mentor.
- Practicum student is under the supervision of the Teacher/Sponsor.
- Evaluation is done by Teacher/Sponsor in collaboration with the Education Assistant/Mentor.
- Practicum student is to observe and work with Education Assistant/Mentor.
- Practicum student does not replace existing Education Assistant hours.
- Participation in the practicum placement by a CUPE member is completely voluntary.
- Practicum placement experience will not replace or displace any continuing or temporary scheduled CUPE staff or hours.
- No CUPE member will be held liable or responsible for the improper action of a practicum student.
- All practicum students shall be subject to the requirement of an acceptable criminal record check.
- A practicum student is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.
- Practicum students will not become involved in personal care without a signed permission form from the parent/guardian and, where appropriate, the student.
- Red files shall not be accessed by practicum students.

C. Roles & Responsibilities of Practicum Teacher/Sponsor

- In collaboration with college instructor and the practicum student, identify learning needs, goals and objectives for the practicum experience within the setting.
- Provide an appropriate orientation to the school, introduce the practicum student to other staff members and inform all staff personnel of the student's role in that particular setting and of the student's learning objectives.
- Permit the practicum student to carry out the assignments and projects as required for the practicum with mentor present.
- Integrate the student into the school and with the college instructor, assign appropriate tasks and responsibilities that incorporate the theory learned in the classroom into practice.
- Provide a learning atmosphere in which the student is viewed as a “Learning Professional” and part of the school team.

APPENDIX “C” – Continued

- Select and provide appropriate learning experiences in the setting that reflects the range of activities possible within the setting. This could include participation in staff meetings, seminars, and community work.
- Introduce the preferred way of doing things within the school.
- Demonstrate and/or supervise procedures or skills that are new to the student.
- Monitor the student(s)' performance and provide timely, objective feedback regarding performance.
- Report to the college instructor as soon as possible, any difficulties that may arise in the student/supervisor relationship or in the placement that may impede learning, with view to an early resolution to the problem.

POST SECONDARY STUDENT PRACTICUMS AND SCHOOL DISTRICT NO. 63 STUDENT WORK EXPERIENCE PROGRAM

The parties agree to participate in Post Secondary Student Practicum placements and work experience for district secondary students where the student desires to mentor with a CUPE member subject to the following conditions:

Purpose of the Placements

The overall objective of the practicum experience is to assist the practicum student in developing the necessary skills along with their education to enter the workforce after graduation. The overall objective of the student work experience program is to allow secondary students to complete credits for graduation and have an opportunity to obtain work place experience.

Post Secondary Practicum Placements

1. Participation in a practicum placement shall be approved in writing by the Administrator and the President of the Union prior to the placement.
2. Participation by a CUPE member in assisting the practicum student is completely voluntary.
3. The practicum student is under the supervision of the Administrative Officer, Manager, Teacher sponsor and CUPE Mentor.
4. The practicum student placement will not replace or displace any continuing or temporary scheduled CUPE staff or hours.
5. No CUPE member shall be held liable or responsible for the improper action of any practicum student.
6. No compensation shall be paid to the practicum student for the work performed with the exception of mileage expenses between schools as agreed upon by the employer.

APPENDIX “C” – Continued

7. A person placed within the District in this role shall be subject to the requirement of an acceptable criminal record check. A person placed within the District in a practicum placement is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.
8. A practicum student does not provide services in areas or classrooms where no services are currently provided by the CUPE Mentor except for cases of observation.

School District No. 63 Student Work Experience Program

1. The Union shall be informed of any participation in the work experience program at any school district site.
2. Participation by a CUPE member in assisting the work experience student is completely voluntary.
3. Work experience student placement will not replace or displace any continuing or temporary scheduled CUPE staff or hours.
4. Work experience student is under the supervision of the Administrative Officer, Manager, Teacher Sponsor and CUPE Mentor.
5. No CUPE member shall be held liable or responsible for the improper action of any work experience student.
6. No compensation shall be paid to the work experience student for the work performed.
7. A work experience student is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.
8. A work experience student does not provide services in areas or classrooms where no services are currently provided by the CUPE Mentor except for cases of observation.

APPENDIX “C” – Continued

SCHOOL DISTRICT NO. 63 STUDENT APPRENTICESHIP PROGRAM

The parties agree to participate in our students participating in Apprenticeship programs where the student desires to mentor with a CUPE member subject to the following conditions:

Purpose of the Placements

The overall objective of the apprenticeship experience is to assist the student in developing the necessary skills along with their education to enter an apprenticeship program after secondary school graduation.

Apprenticeship Placements

1. Participation in an apprenticeship placement shall be approved in writing by the Administrator and the President of the Union prior to the placement.
2. Participation by a CUPE member in assisting the apprenticeship student is completely voluntary.
3. The apprenticeship student is under the supervision of the School Administrator, Director of Facilities, Supervisor, Career Programs Co-ordinator and CUPE Mentor.
4. The apprenticeship student placement will not replace or displace any continuing or temporary scheduled CUPE staff or hours.
5. No CUPE member shall be held liable or responsible for the improper action of any apprenticeship student.
6. No compensation shall be paid to the apprenticeship student for the work performed.
7. A student placed within the District in this role shall be subject to the requirement of an acceptable criminal record check.
8. A student placed within the District in an apprenticeship placement is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.
9. An apprenticeship student is on the worksite(s) under the direct supervision of the CUPE member at all times.

APPENDIX "D"

Re: Amended Indemnification Bylaw No 1A

THIS BYLAW of the Board of School Trustees of Saanich District No. 63 (Saanich) is in accordance with Section 113 of the School Act.

A bylaw to provide that the Board will indemnify a trustee, an officer or an employee of the Board as well as volunteer workers or student teachers while performing their duties on behalf of the School District or while performing activities in connection with School District or student related interests such as school crossings.

- (a) Against a claim for damages against a trustee, officer, employee of the Board, volunteer worker or student teacher arising out of performance of his or her duties; or
- (b) Where an inquiry under Part 2 of the Inquiry Act or other proceedings involves the administration and conduct of the business of the school district;

and, in addition, may pay legal cost incurred in proceedings arising out of the claim or inquiry or other proceeding.

The Board may, by an affirmative vote of not less than 2/3 of all its members, pay:

- (a) Any sum required to indemnify a trustee, officer, employee, volunteer worker or student teacher of the Board where prosecution arises out of the performance of his or her school board duties or while performing activities in connection with School District or related interests; and
- (b) Costs necessarily incurred;

but, the Board shall not pay a fine imposed on a trustee, officer, employee, volunteer worker or student teacher as a result of his or her conviction.

The Board shall not seek indemnity against a trustee, officer, employee, volunteer worker or student teacher of the Board in respect of any action of the trustee, officer, employee, volunteer worker or student teacher that results in a claim for damages against the Board, but the Board may seek indemnity:

- (a) Against a trustee, officer, employee, volunteer worker or student teacher where the claim for damages arises out of the gross negligence of the trustee, officer, employee, volunteer worker or student teacher; or
- (b) Against an officer, employee, volunteer worker or student teacher where in relation to the action that gave rise to the claim for damages against an officer, employee, volunteer worker or student teacher; the officer, employee, volunteer worker or student teacher wilfully acted contrary to:

APPENDIX “D” – Continued

- (i) The terms of his or her employment; or
- (ii) In the case of a volunteer worker or student teacher, the direction of the responsible School District employee; or
- (iii) An order of a superior.

Read a first time the 21st day of February 1994.

Read a second time the 21st day of February 1994.

Read a third time the 21st day of February 1994.

Finally passed and adopted the 21st day of February 1994.

APPENDIX "E"

June 6, 2000

Ref. No. 116240

Irene Holden
Labour Relations Board
900 – 360 West Georgia Street
Vancouver, BC V6B 6B2

and

Vince Ready
650 – 475 West Georgia Street
Vancouver, BC V6B 4M9

Dear Irene Holden and Vince Ready:

Re: Industrial Inquiry Commission concerning settlement Collective Agreement
Between British Columbia Public School Employers' Association
(and Member School Districts) and School District Support Staff Trade Unions
(IIC #2)

I am writing concerning IIC #2 and your recommendations for settlement dated May 30, 2000 (the "Report") and provided to the parties and government. Some of these issues were also referenced in the Commission's letter of May 31, 2000 to CUPE representative Gary Johnson.

I understand that you intend to use those recommendations for the basis of your binding decision in accordance with your powers under the Public Education Support Staff Collective Bargaining Assistance Act (the "Act").

I note, as well, that you make reference to certain items which the government has agreed to fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed to be a collective agreement under the Act, that the government commits to fund as follows:

1. The monies committed by government and recommended by IIC #2 for the Four Hour Minimum Work Day Fund (\$5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002, as described in the IIC #2 Report.

.../2

APPENDIX “E” – Continued

- Page 2 -

2. Should the \$5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC #2 and described in the Report.
3. The monies committed by government and recommended by IIC #2 for employment security (3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC #2 Report.
4. The monies committed by government and recommended by IIC #2 to fund the LTD plan (\$11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC #2 Report and the Accords.

The government also agrees that it would be appropriate for IIC #2 to retain jurisdiction regarding implementation of these items over the course of the collective agreement.

Sincerely,

Paul Ramsey
Minister of Finance and
Corporate Relations

*Copied as per letter signed by Paul Ramsey

APPENDIX “F”

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

The following items will form the basis of a framework for settlement between Support Staff Unions and Boards of Education in the K-12 Public Education Sector. This framework in its entirety will be incorporated into memorandum of agreement achieved between Support Staff Unions and Boards of Education no later than February 29, 2012.

Term

July 1, 2010 to June 30, 2012

Wage Re-opener

This memorandum of agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current round of collective bargaining.

The employer agrees that in the event that Government decides to modify the PSEC Mandate, as it applies to the entire Public Service and Public Sector, during the term of the collective agreement, the school district and the local support staff union will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

The Support Staff Education and Adjustment Committee

1. The parties agree to continue and expand the scope of the Support Staff Education and Adjustment Committee (SSEAC) to include the following.

APPENDIX “F” – Continued

- a) an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services
- b) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- c) a study of the potential for regionalization of wages and benefits
- d) an investigation of benefit standardization for the purpose of additional efficiencies during the life of the collective agreement
- e) recommendations to address issues associated with hours of work and service delivery
- f) a review of practices in districts having modified school calendars and the resulting impact on support staff
- g) skills enhancement for support staff

There will be a total of \$550,000 allocated for the purposes set out above. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

2. The funds stipulated in Item 1 of the LOA – Class Organization Fund will be allocated in accordance with the following principles:
 - a) The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
 - b) This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than 10 hours per week and less than 35 hours per week.
 - c) Support staff local unions and Boards of Education will formulate a plan for the above funds.
 - d) SSEAC will review such plans and provide input to the Ministry of Education.

Demographic, Classification and Wage Information

The employer will, subject to the availability of the data, provide the following information.

APPENDIX “F” – Continued

Every October 1st, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

- School District employer
- Years of age (at the time of data submission)
- Gender
- Position code
- Current wage level
- Status (Permanent/Temporary/Casual)
- Annual hours of work
- Years of work experience with the current employer

BCPSEA will provide a Letter of Commitment regarding data as found in Attachment 1.

PEBT

The employer agrees to append the letter found in Attachment 2 to support staff collective agreements re: Public Education Benefits Trust for information purposes.

The parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

Provincial Bargaining

At least six (6) months prior to the expiry of collective agreements between K-12 employers and support staff unions, representatives of employers and support staff unions shall meet to discuss the process of provincial bargaining for the next round of collective bargaining.

There will be a total of \$200,000 allocated for the costs associated with provincial discussions related to bargaining.

APPENDIX “F” – Continued

Dated this 14th day of December, 2011.

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

CUPE & Support Staff Unions

BC Public School Employers' Association &
Boards of Education

APPENDIX “F” – Continued

Attachment 1



Bill Pegler
K-12 Coordinator
Canadian Union of Public Employees (CUPE)

Letter of Commitment

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

Original signed on December 14, 2011 by:

“Jacquie Griffiths”

Jacquie Griffiths

Associate Executive Director

BCPSEA

APPENDIX “F” – Continued

Attachment 2

Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K -12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the “Core” LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at www.PEBT.ca). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.

APPENDIX “G”

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED
BY THE MINISTRY OF EDUCATION**

RE: CLASS ORGANIZATION FUND: Support Staff Priorities

WHEREAS:

The Ministry intends to establish and maintain additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

1. Funding will be allocated as follows:
 - \$7.5 million for year one, for the school year commencing September, 2012, and

APPENDIX “G” – Continued

- \$7.5 million per year for each year thereafter.
2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
 3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
 4. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14, 2011 by:

“Hugh Finlayson”
BCPSEA

“Terry Allen”
Support Staff Unions

“Rick Davis”
Ministry of Education

APPENDIX “H”

Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2006 – June 30, 2010 local Collective Agreement between the Board of Education for School District No. 63 (Saanich) & CUPE Local 441.

Each signed off item is attached for reference.

<u>Article</u>	<u>Item</u>
General	An amendment to change all references to “Board of School Trustees of School District No. 63 (Saanich)” to “Board of Education of School District No. 63 (Saanich)”
1.03(b)(2)	Clarifying language related to eligibility for and payment of statutory holidays for temporary employees
4.01	Updating of the language for “No Discrimination” clause
12.02	Updating of the grievance procedure language
13	Updating of the arbitration language
15.03	Updating of seniority language to align with the elimination of mandatory retirement
20.01	Clean up of shift work and shift premium language
22.03	Clarifying language related to vacation selection and approval
23.02	Updating of retirement allowance language to align with the elimination of mandatory retirement
23.05 & 23.06	Updating of the sick benefit bank language
24.12	Updating of language related to partial leaves of absence
28.02	Updating of retirement benefits language to align with the elimination of mandatory retirement
38.01	Updating of the term of agreement

Various LOUs	17 existing LOUs that the parties wish to renew for the term of this agreement.
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LETTER OF UNDERSTANDING NO. 1

between

Saanich Schools



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Volunteers

To be applicable during the term of the Agreement.

Volunteers

1. Volunteers shall be supplementary to the employees in the bargaining unit.
2. The Board will not replace current bargaining unit employees with volunteers. The Board and the Union agree to maintain a positive relationship with volunteers. It is agreed that any problems related to District volunteers, whether individual or collective, will be referred to the Labour Management Committee.
3. No CUPE member will be held liable or responsible for the improper action of any volunteer other than reporting any such action to Administration.
4. A volunteer is not an employee nor entitled to any preference over any continuing or temporary CUPE employee with respect to any rights or benefits resulting from the employment or the Collective Agreement between the parties.

It is understood that this letter of understanding is being appended to the contract with no intent of inclusion in the contract at a future date.

Dated this 12th day of March 2007.

Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Chair
Board's Bargaining Committee

Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 2

between

Saanich Schools



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Returning Five-Twelfths of the Premium Reduction for Employment Insurance to Employees

The Premium Reduction program allows employers who have qualified short-term disability plans for their employees to pay employment insurance premiums at a reduced rate. School District No. 63 (Saanich) currently receives a reduced rate. As an employer we must ensure that employees covered by the plan benefit from five-twelfths of this reduction.

The parties agree that the method to be used to return the employees' portion of the reduction will be to pay that amount to CUPE Local 441 twice yearly in January and July.

This letter shall remain in effect for the term of the Collective Agreement and is subject to the grievance procedure.

Dated this 12th day of March 2007.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Chair
Board's Bargaining Committee

Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 3

between



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Deferred Salary Leave

The parties agree to strike a joint committee of no more than 2 representatives each, to meet and report its recommendations to the parties within 105 days of the ratification of the Collective Agreement.

The recommendations will describe how the parties will implement a deferred salary leave plan consistent with Revenue Canada rules for the members of CUPE Local 441. Packages of information and application forms are available at the School Board Office.

This letter shall remain in effect for the term of the Collective Agreement and is subject to the grievance procedure.

Dated this 12th day of March 2007.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Chair
Board's Bargaining Committee

Chair
CUPE, Local 441, Negotiating Committee

Packages of information and application forms are available at the School Board Office.

LETTER OF UNDERSTANDING NO. 4

between



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: School Support Worker Prep Time

Administrative Officers will ensure that some time is scheduled, at times appropriate to the scheduling requirements of the school, for the School Support Workers to meet with the administrative staff and integration support staff to prepare for student learning.

This letter shall remain in effect for the term of the Collective Agreement and is subject to the grievance procedure.

Dated this 12th day of March 2007.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Chair
Board's Bargaining Committee

Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 5

between



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Custodian Assignments

The Board agrees for the term of the Collective Agreement that it will not propose changes for custodians from the current 12 month assignment.

Dated this 12th day of March 2007.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Chair
Board's Bargaining Committee

Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 6

between



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Youth and Family Counsellors

The parties agree that the Youth and Family Counsellor positions in effect at June 30, 2002 are covered by the certification of CUPE Local 441 in negotiations for the January 1, 2000 to June 30, 2003 Collective Agreement. Article 5.01 (c) stipulates that all excluded Youth and Family Counsellors employed by School District No. 63 (Saanich) will be part of the bargaining unit.

The parties agree that the inclusion is effective for the 2002 – 2003 school year. It is agreed that the incumbents in the Youth and Family Counsellor positions as at June 30, 2002 will have preference in the posting of the positions for the 2002 – 2003 school year.

The parties agree that the following conditions apply to the Youth and Family Counsellor positions for the term of the collective agreement and that the parties will incorporate the conditions (subject to negotiation) into the next collective agreement.

1. The Youth and Family Counsellors are covered by the collective agreement with the exception of:
 - Article 18 Hours of Work
 - Article 19 Overtime
 - Article 20 Shift Work
 - Article 24.05 Professional development
 - Article 24.06 Professional development
 - Article 24.10 Temporary work site closure
 - Article 25.01 Wages
 - Article 25.04 Mileage allowance
2. Articles 18, 19, 20, 24.05, 24.06, 24.10 shall be replaced by the following for the Youth and Family Counsellors:
 - (a) Youth and Family Counsellors are salaried employees of the school district who set their own schedules in consultation with the school district so that they can discharge their duties as reasonably assigned under their job description.

LETTER OF UNDERSTANDING NO. 6 Continued

- (b) The annual salary established for the Youth and Family Counsellors covered by this agreement shall be payable in respect of their regular work year.
- (c) Regular Work Year:
 - (i) The regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year excluding Saturdays and Sundays, paid holidays (pursuant to Article 21.01), Christmas break and Spring break. If the last Friday in June falls on or before June 25 the regular work year will end on June 30.
 - (ii) The first day of Christmas break shall be on the Monday proceeding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Saturday or Sunday, then school shall reopen on the following Tuesday.
 - (iii) The first day of Spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
- (d) The regular work year for Youth and Family Counsellors shall include no fewer than six (6) non-instructional days for professional development and an allotment of three hundred dollars (\$300.00) per Youth and Family Counsellor for professional development activities, details to be discussed with their supervisor.
- (e) If an emergent situation requires a Youth and Family Counsellor or if the Superintendent or designate requires a Youth and Family Counsellor to work on any day beyond the days in session as defined in (b) and (c) above, such work shall be voluntary. Such Youth and Family Counsellor will be paid at 1/200 of the Youth and Family Counsellor annual salary or be granted equal time off in lieu. The option shall be selected by the Youth and Family Counsellor at the time or the request.

3. Article 25.01 shall be replaced with the following:

Youth and Family Counsellors shall be paid an annual salary of Thirty-Three Thousand Five Hundred Sixty Two Dollars and Eight Cents (\$33,562.08) and be reflected in Schedule A as Job number 77. The incumbent Youth and Family Counsellor positions that are assigned student monitor time will be paid at Job 49 hourly rate in addition to the annual salary. Newly hired Youth and Family Counsellors will not be assigned additional hours of work in CUPE job numbers.

LETTER OF UNDERSTANDING NO. 6 Continued

4. Article 25.04 shall be replaced by the following for the Youth and Family Counsellors:

Youth and Family Counsellors shall be required as a condition of employment to provide a vehicle to perform their duties. The school district shall pay the difference between to and from work and business insurance and a mileage allowance pursuant to the Board's policy as well as any parking fees incurred in the performance of their duties.

5. Youth and Family Counsellors incumbents at June 30, 2002 who are subsequently awarded Youth and Family Counsellor positions shall not be subject to Article 1.01 Probationary Employees.
6. Youth and Family Counsellors incumbents at June 30, 2002 who are subsequently awarded Youth and Family Counsellor positions will begin to accrue seniority pursuant to Article 15.01 on the date of the inclusion of the employee into the bargaining unit. Youth and Family Counsellors previously members of CUPE Local 441 shall be subject to Article 15.02 (d). Incumbent Youth and Family Counsellors applying for vacant Youth and Family Counsellor positions will have their original hire date with the school district used to determine seniority for that posting.
7. Youth and Family Counsellors incumbents at June 30, 2002 who are subsequently awarded Youth and Family Counsellor positions and who have worked in CUPE Local 441 bargaining unit positions in the past (such as student monitor) will be allowed to continue to work in such positions until they cease employment with the Board.

Dated this 12th day of March 2007.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Chair
Board's Bargaining Committee

Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 7

between



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Article 19.04 Assignment of Overtime

This letter of understanding provides a process pursuant to Article 19.04 for overtime assignment for Custodians.

The Custodial Supervisor will keep a detailed diary of all calls made to offer and/or assign overtime.

An "Available for Overtime" listing will be developed which lists the Custodians who are willing to work overtime. A questionnaire will be provided to Custodians annually, attached to their pay slips, to update the list.

Assignment of Overtime for Custodial Work will be done in the following order:

1. If supervision is required it shall be offered to the incumbent Job 29 or Job 28 lead at the school.
2. Continuing staff at the school site will be offered the overtime first according to seniority.
3. Continuing staff not at the school site but on the "Available for Overtime" list will be offered the overtime according to seniority.
4. Temporary staff with secondary seniority will be offered the overtime according to seniority.
5. Available, qualified temporary staff will be assigned to the work.

Dated this 12th day of March 2007.

Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Chair
Board's Bargaining Committee

Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 8

between



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

RE: Pay Equity and Final Wage Increase (Wage Protection Differential)

The wage increase implemented for the period January 1, 2002 to June 30, 2003 fully implemented internal pay equity for the male dominated positions. Continuing incumbents in continuing or temporary positions as at December 2, 2002 whose rate of pay was more than the job evaluation rate of pay continue to receive the rate per hour difference (wage protection differential) as long as they hold a position with that job number. In addition the following will apply:

1. In the case of employees who are laid off and claim a position with the same job number as previously held, the wage protection differential will continue.
2. In the case of employees who transfer pursuant to Article 16.02 and receive a layoff notice within one year of transfer and claim a position with the same job number as that held prior to the transfer, any wage protection differential will be reinstated.
3. Continuing employees who are transferred pursuant to Article 16.02 to a temporary position will retain the wage protection differential when returning to their continuing position.
4. If job positions are re-evaluated pursuant to Article 27 resulting in an upward increase in the hourly rate for the job, then the wage protection differential will be adjusted to reflect the change in the hourly rate of pay.

Temporary employees employed as of December 2, 2002 in posted or temporary positions whose rate of pay is less than the job evaluation rate of pay will have their rate of pay increased to the job evaluation rate. Temporary employees employed as of December 2, 2002 in posted or temporary positions whose rate of pay is more than the job evaluation rate of pay will receive the rate per hour difference (wage protection differential) as long as they work in a position with that job number and remain actively employed on the call-in list.

LETTER OF UNDERSTANDING NO. 8 Continued

Continuing and Temporary employees employed in temporary or posted positions beginning after December 2, 2002 who have previously been employed in a job number in the period between December 2, 2001 and December 2, 2002 whose rate of pay was more than the job evaluation rate of pay, will receive the wage protection differential if transferred to a temporary or posted position in that job number prior to December 3, 2003.

After December 2, 2002, any employee hired or transferred into a job number not previously worked will receive the rate of pay as determined by the job evaluation process pursuant to Article 27.03.

The parties agree that the following Job number and employees are entitled to wage protection differential:

Job No.	Name	Job No.	Name
9	Ian Anderson	9	Jack Pepper
	Fred Baker		Ted Rozborski
	Mark Barnes		William Ruttan
	Barry Bird		Ataleno Saliga
	Harry Bisjak		Darren Smith
	James Bodnar		Peter Wong
	Eugene Chestacow		
	Doug Elinsky	58	Robert Pang
	Zih Ken Ho		
	Rick Howard	59	Kenneth Peters
	Kathy Johnson		
	Marie-Jeanne Lacroix	60	Alan Burns
	Kenneth McQuoid		Martin Heywood
	Mike Murphy		Derek Walsh
	Robert Pegg		

Employees not listed above have three months from the date of ratification of this letter of understanding to apply for wage protection differential. Any application will be evaluated based on the rules set out in this Letter of Understanding.

This letter shall remain in effect for the term of the Collective Agreement and is subject to the grievance procedure.

Dated this 12th day of March 2007.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Chair
Board's Bargaining Committee

Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 9

between



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Article 11: Call-In Procedures

The parties agree that there is a need to ensure the Central Call-In process is efficient.

It is expected that temporary employees on the Call-In list will be available for dispatch work. Employees in the Clerical, SSW, DRC, and Data Services classifications will be available to work and will answer dispatch calls between 6:00 am and 9:00 am. Custodians will be available to answer their calls between 9:00 am and 12:00 pm.

Definition of Failure to Respond:

For the purpose of this Article, failure to respond to a call from Central Call-In means both a verbal refusal to be dispatched from the employee on the Call-In list, and failure to answer the phone call from Central Call-In during the periods stated:-

For employees without secondary seniority:

Eight (8) failures to respond to a call from Central Call-In during a twelve (12) month period (July 1st to June 30) will result in being removed from the Call-In list.

The Employer will notify the employee in writing after six (6) failures to respond that the employee only has two (2) more opportunities to fail to respond during a 12 month period (July 1st to June 30) before his/her name is removed from the Call-In list resulting in termination of employment.

For employees with secondary seniority:

Pursuant to Article 15.05 (h) (3), if the employee fails to respond to 8 calls from Call-In within a 12 month period (July 1st to June 30), he/she will lose their secondary seniority. The Employer agrees to notify the employee in writing once the employee fails to respond to seven (7) call-ins.

Under this LOU, the parties agree that the Employer will communicate in writing with the employee after six (6) refusals.

LETTER OF UNDERSTANDING NO. 9 Continued

Unavailability:

The employee needs to provide the Employer with advance written notice of 24 hours minimum of his/her unavailability for circumstances other than those stated in Article 11 subsection 12.

All provisions in Article 11 continue to apply. This Letter of Understanding is agreed without prejudice to the Collective Agreement and employees retain all other rights under the Collective Agreement including the grievance process. Where there is a conflict between this letter and the Collective Agreement the contents of this letter shall prevail.

This Letter of Understanding applies during the term of the Collective Agreement, expiring on June 30, 2012.

Dated this 12th day of March 2007.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Chair
Board's Bargaining Committee

Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 10

between

Saanich Schools



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Settlement for Four Day Closure Grievance **Policy Grievance Dated June 15, 2004**

Should School District No. 63 (Saanich) adopt a local school calendar for the 2005/06 and/or the 2006/07 school years, the Board will not plan a savings from any reduction in CUPE days worked as a result of the implementation of the local calendar. This will ensure that all employees can work their regularly scheduled days of work. Employees would have the option of working, requesting vacation time, lieu time or leave without pay on the closure days.

This letter of understanding is subject to the grievance procedure and is null and void at June 30, 2007.

Dated this 12th day of March 2007.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Chair
Board's Bargaining Committee

Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 11

between

Saanich Schools



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Article 24.10 Temporary Work Site Closure

When the Board approves a temporary work site closure due to unforeseen circumstances and does not require the employee's services, employees will be informed through the media and the district web site as soon as possible to avoid the employee traveling to work. The Director of Facilities or designate will contact by 0515 hours those CUPE Physical Plant employees who are scheduled to work for 0600 hours or earlier to make arrangements for delaying, altering or cancelling their work schedule for the day. Pay for the temporary closure day will be pursuant to Article 24.10 (a) and/or (b).

On the first day of any closure, for employees whose service is required on a temporary work site closure, the employee will be paid pursuant to Article 24.10(a) and/or (b). In addition, the employee will be provided with time off in lieu for time worked. Article 19.01 will apply to determine if any of the time worked is calculated as overtime. The employee and employer can mutually agree to pay for the time worked rather than time off in lieu. For further days of closure the employee will be paid for any time required to work, and Article 19.01 will apply to determine if any of the time worked is at overtime rates.

This letter shall remain in effect for the term of the Collective Agreement and is subject to the grievance procedure.

Dated this 12th day of March 2007.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Chair
Board's Bargaining Committee

Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 12

between

Saanich Schools



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Article 11 Call-In Procedures – Facility Monitor

The parties agree that the following procedure will be used for the call-in of temporary work under Job 57 Facility Monitor. Job 57 work includes minor clean up of the facility including clean up of small spills, emptying garbage, and the set up and breakdown of the event. It will be determined at the time of the Community Use contract if a Job 9 custodian is needed, and call out for that work would be pursuant to the regular call out in Article 11.01. If the Job 9 work is determined to be 4 hours or more, then a Job 9 would be called out for the entire event.

1. Job 57 temporary work will be filled under Article 11.01 (h) by Physical Plant.
2. The employer will inform staff (both continuing and call-in temporary), through a memo each June and November on the CUPE bulletin boards, of the opportunity for temporary work as a Job 57. At these opportunities, employees can request to be added to the call-in list for Facility Monitor work.
3. Employees can only do Job 57 temporary work when it does not result in overtime pay for the time worked as a Job 57.
4. The temporary Job 57 work will be assigned by Community Use contract.
5. The employer will call in available staff on the list in seniority order and will endeavour for longer term assignments to assign qualified staff with continuing or secondary seniority, pursuant to Article 11.01 (c).
6. As the employer does not wish to manage the unavailability of staff on the list, any refusal for Job 57 temporary work will not count as failure to respond pursuant to Article 15.05(h).

This letter shall remain in effect for the term of the Collective Agreement but will be reviewed by the Labour Management Committee in six months to ensure that the letter is functioning as intended. This letter is subject to the grievance procedure.

Dated this 12th day of March 2007.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Paul Standring, Chair
Board's Bargaining Committee

Dean Coates, Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 13

Between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and

Saanich Schools



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: EI Premium Reduction

To be applicable during the term of the Agreement.

Pursuant to Employment Insurance rules, at least one day per month or 12 days per year of sick leave entitlement must be retained for personal illness uses only in order to continue to receive a EI premium reduction and have the rebate available for staff pursuant to LOU #2.

Article 12.01 provides for 1¼ days sick leave credit for a total of 15 days sick leave credit per year.

Article 24.02 and Article 24.08 provide for use of sick leave credits for family emergency leave and bereavement leave under certain circumstances with the assurance that the 12 days for personal illness is retained.

This Letter Of Understanding provides clarification that in order to ensure 12 days sick leave per year for personal illness or disability, then only 3 days per year are available for family emergency and bereavement.

It is understood that this letter of understanding is being appended to the contract with the intent of inclusion of the language in the next Collective Agreement.

Agreed: May 1, 2007

Dated this 20th day of June, 2007

Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Paul Standing, Chair
Board's Bargaining Committee

Dean Coates, Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 14

Between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and

Saanich Schools



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Article 11.01 Call In Procedures

The parties have agreed to amend the contract language effective the signing of this letter of understanding as follows:

~~11.01 (a) It is the employer's responsibility to determine the need for a replacement and to establish the procedures with their staff on the expectations for replacement call-in.~~

To read

11.01 (a) It is the employer's responsibility to determine the need for a replacement and to establish the procedures with their staff on the expectations for replacement call-in.

The employer will, when operationally feasible, organize replacement from within the location/school prior to utilization of central call-in.

And

11.01 (h) paragraph two;

~~For Custodian positions, when the call-in is known to be for an extended period of time, it will be filled on the Friday before with the senior available replacement. As well, when a position is vacant, during the posting timeframe, it will be filled on Friday each week with the senior available replacement until the posting is filled.~~

For the Custodian positions, each Thursday or Friday after the provisions of 11.01 (a) **have been fulfilled**, known absences for the following week will be arranged so that the senior available replacement employees are assigned to the longest known assignments with the greatest number of hours in order of their seniority.

This letter shall remain in effect for the term of the Collective Agreement and is subject to the grievance procedure.

Dated this 23rd day of June, 2008.

Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Paul Standing, Chair
Board's Bargaining Committee

Dean Coates, Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 15

Between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and

Saanich Schools



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Strong Start Centres

Following a successful pilot year in 2007/08 for the Strong Start Centre at Sidney Elementary School and the strong partnership that has developed with Beacon Community Services for the operation of the Centre, this Centre will continue to be operated under contract with Beacon. If at any time, the partnership between Beacon Community Services and the School District ceases, this Centre will be staffed by members of CUPE Local 441.

Effective September, 2008, all other strong start centres, including the new one at Brentwood Elementary, will be staffed by members of CUPE Local 441. Terms and conditions of employment will be negotiated to ensure appropriate operation of the Centre. The district and CUPE will participate in an evaluation of the Brentwood Centre following the first six months of operation to determine any needed changes to the operation of the Centre or terms and conditions of employment.

This letter shall remain in effect for the term of the collective agreement and is without prejudice to the articles of the agreement.

Dated this 23rd day of June, 2008.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Paul Standring, Chair
Board's Bargaining Committee

Dean Coates, Chair
CUPE, Local 441, Negotiating Committee

LETTER OF UNDERSTANDING NO. 16

Between



BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Article 37.04 Time Lost Through Injury/WCB Leave

This letter of understanding outlines the payroll processing for Article 37.04 Time Lost Through Injury/WCB Leave. This letter of understanding applies to continuing employees only and when wage loss reimbursement is recognized by WCB. This letter of understanding outlines the process from the date of injury to the date that wage loss is no longer approved by WCB.

1. From the date of injury until WCB approves reimbursement of wage loss, the employee will access Article 23(a) sick leave or if the employee has no sick leave bank, Article 24.09(a) medical leave without pay will apply. Payroll will be processed according to those articles.
2. Once WCB recognizes the injury for wage loss, Article 37.04 will apply as follows:
 - a) Any sick leave used to pay the employee for wage loss recognized by WCB will be reimbursed pursuant to Article 37.04(a) to the employee's sick leave bank
 - b) The payroll department will calculate an average net pay for the employee and will process this net pay on regular pay dates from the date WCB recognizes wage loss until WCB terminates wage loss reimbursements pursuant to Article 37.04(b)
 - c) Any payment made by the employer for WCB time off after WCB terminates the wage loss pay will be charged to the employee's sick leave account pursuant to Article 23(a) or if no sick leave bank will be considered medical leave without pay which will be recovered in the following pay(s).

3. Article 37.04(e) is added to the collective agreement:

37.04 Time Lost Through Injury/WCB Leave

- (e) That an employee who is paid by the employer for wage loss pursuant to this article and the time is not approved by WCB and the employee has no sick leave bank available, the employee will reimburse the overpayment through deduction from future pay(s) or if not returning to work, reimburse the employer directly by cheque.

This letter shall remain in effect for the term of the Collective Agreement and is subject to the grievance procedure.

Dated this 17th day of October 2011.

Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Paul Standring, Chair
Board's Bargaining Committee

Dean Coates, President
CUPE, Local 441

LETTER OF UNDERSTANDING NO. 17

Between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Alternative Work Schedules

During collective bargaining in 2011 and early 2012, both the Employer and the Union indicated a willingness to negotiate a Letter of Understanding that would allow the parties to engage in trials of alternative work schedules by groups of employees in departments and/or locations where such schedules can be shown to be operationally feasible and where there would be no resultant cost increases to the Employer.

Several principles and parameters of workable alternative work schedules have been discussed by the parties; however, it is agreed that further discussions and investigations are necessary before such programs and their implementation can be adequately defined.

This Letter of Understanding signifies the parties' agreement to continue these discussions with a view to implementing alternative work schedules for interested groups of employees in areas in which it is deemed operationally feasible in accordance with mutually agreed principles and parameters.

This letter shall remain in effect for the term of the collective agreement and is without prejudice to the articles of the agreement.

Dated this 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Paul Standring, Chair
Board's Bargaining Committee

Dean Coates, Chair
CUPE Local 441 Bargaining Committee

LETTER OF UNDERSTANDING NO. 18

Between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Support Staff Learning Improvement Fund

WHEREAS:

The Ministry of Education, BCPSEA and the provincial support staff unions have agreed to establish a Support Staff Learning Improvement Fund (SSLIF) of \$7.5 million per year commencing September 2012 to address concerns related to the issues of unpaid Education Assistant work, lack of stable EA hours, bell-to-bell EA scheduling, and lack of liveable earnings for EAs; and

The portion of the SSLIF allocated for this purpose to the Saanich School District for the 2012–2013 school year is \$104,583.

THEREFORE:

The parties hereby agree as follows:

1. The Education Assistants covered by this agreement include those in the following jobs: 47, 51, 62, 71, 72 and 91. Those EAs who hold assignments in more than one of these jobs will have their total weekly assignment increased by 30 minutes only once.
2. Education Assistants in the above-noted jobs in posted positions of between 10 – 34.5 hours per week, both continuing and temporary, will have their total weekly hours increased by 30 minutes per week for the 2012 – 2013.
3. This additional 30 minutes per week is intended to be used for purposes such as collaborating with teachers, administrators, colleagues and/or parents with respect to issues of students with special needs, attending IEP and team meetings and dealing with issues that cannot be handled during face-to-face time with assigned students.
4. The scheduling of this additional 30 minutes per week will be determined by the administrator and the individual EA.
5. The Board will provide the union with an accounting of the status of the fund by March 1, 2013. Any funds from the School District's allocation that are not fully utilized by this 30 minute increase in weekly hours will be used to support innovative practices and initiatives by and for EAs.

LETTER OF UNDERSTANDING NO. 18 Continued

This letter shall remain in effect for the term of the collective agreement or as otherwise mutually agreed by the parties and is without prejudice and precedent to the parties and to the articles of the collective agreement.

Dated this 18TH day of September, 2012.

FOR THE BOARD:

FOR THE UNION:

Paul Standring
Director, Human Resources

Dean Coates
President, CUPE Local 441

LETTER OF UNDERSTANDING NO. 19

between

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 63 (SAANICH)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Spring Closure Week 2013

This Letter of Understanding documents the agreements between the parties to accommodate an additional one-week school and School Board Office closure in the spring of 2013 from March 11 – 15 that will immediately precede Spring Break, which is scheduled for March 18 – 22, 2013.

WHEREAS:

- A. Historically the Spring Break in the Saanich School District has been for a period of one week.
- B. The Board of Education has passed a motion that will result in the School District closing schools and facilities for a period of two weeks commencing in the 2012–2013 school year.
- C. The Union is concerned that its members will either be required to take vacation or to take a leave of absence without pay during the extended spring break, resulting in a loss of income.
- D. The Parties wish to reduce or eliminate the impact on CUPE employees by permitting employees to work extra time throughout the school year in order to take the extra week of spring break without loss of income.
- E. The Parties have reached an agreement setting out how this will be accomplished.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. All continuing and temporary employees in posted positions during the 2012–2013 school year, subject to paragraph 2 below, will participate in this Agreement and bank additional time worked to allow them to be paid their regular pay during the closure week of March 11 – 15, 2013.
- 2. Employees in posted positions will be allowed to decide not to participate in this LOU, subject to the approval of their school principal or manager, on a one-time-only basis by signing and returning a form (to be provided) up to, but no later than 4:00 p.m. on September 27, 2012. Such employees who opt out will be required to use vacation and/or banked time in order to be paid for the period March 11 – 15, 2013. If a signed form is not received by this date, employees will automatically be enrolled with no further provision for opting out. Any time banked prior to opting out will be paid out or transferred to employees' overtime banks at straight time rates.

LETTER OF UNDERSTANDING NO. 19 Continued

3. Elementary and middle schools and SIDES will be increasing their instructional day by 8 minutes per day throughout the school year to accommodate the reduction of 5 school days in March. The 3 neighbourhood secondary schools will be increasing the instructional day by 16 minutes during Semester 2 only.
4. Participating employees will work and bank their additional time during the available weeks between September 4, 2012 and June 28, 2013 (other than during Christmas Break and Spring Break) except as otherwise determined for school-based employees of the 3 neighbourhood secondary schools, who will bank their additional time between February 4, 2013 and June 28, 2013.
5. Each employee in a posted position will work additional time based on their regular number of assigned weekly hours to achieve the required number of hours to receive uninterrupted pay for the extra week of spring break.
6. If this results in an overpayment for the period that is caused by fluctuations in the size of the employees' positions or working in a posted position for only part of the school year, such overpayments will be recovered from the affected employees during the pay period that includes June 30, 2013.
7. Similarly, any additional time that remains in employees' banks that is not required to pay them for their normal hours during March 11 – 15 will be paid out to these employees during the pay period that includes June 30, 2013.
8. Employees who are not in posted positions and are working on-call will not bank additional time in order to be paid during March 11 – 15. These employees will be paid for all hours worked during each two-week pay period, including any additional hours required as a result of the changes to the instructional day. An on-call employee who is replacing an employee will not necessarily work the additional minutes of the replaced employee unless he/she is providing direct service to students and is required by the supervisor to work the additional minutes.
9. Pay for the extended spring break week will be paid based on employees' rate of pay at the start of spring break.
10. The overtime provisions of Article 19 will not apply for additional time worked in connection with this Letter of Understanding. All extra time will be accumulated at straight time rates.
11. If an employee is absent for a period of time on an approved WCB claim, additional time will be banked for use during the closure week as if the employee had worked the additional time.

LETTER OF UNDERSTANDING NO. 19 Continued

12. Similarly, for approved compassionate leaves pursuant to Article 24.02, jury duty leaves pursuant to Article 24.03, approved family emergency/emergency leaves pursuant to Article 24.08, and temporary work site closures pursuant to Article 24.10 employees will be deemed to have worked the additional time during the periods of such leaves.
13. Employees using *occasional* sick leave days pursuant to Article 23.01 will be deemed to have worked the additional time on these days to a maximum of 12 sick days. After 12 sick days have been taken, employees will be required to make up the additional time not worked on subsequent sick leave days. In cases in which an employee has a serious illness or disability supported by adequate medical documentation that exceed 12 days, the additional time will not have to be made up for the period of illness or disability.
14. Employees taking full-day leaves of absence for union business pursuant to Articles 24.01(a) and 24.01(b) will be deemed to have worked the additional time during such days of leave. For partial day leaves, employees are expected to work their fully scheduled days inclusive of the leave for union business.
15. For all other types of leaves, including vacation leave, employees will make up the additional time not worked during such leaves. If this is not possible or practical, any resulting overpayments will be recovered during the pay period that includes June 30, 2013. Such time will be recorded by the administration and submitted to the Payroll Department monthly and prior to the pay period containing June 30, 2013.
16. Employees who resign, are terminated or otherwise leave the School District prior to the closure week will be paid for all additional time that has been accumulated in their bank.
17. Employees who resign, are terminated or otherwise leave the School District after the closure week, but before June 30, 2013 will have any overpayment during the closure week recovered from their final pay. Unrecovered amounts will be billed by the School District.
18. Accumulated time held in the bank will only be used to provide the employee with pay during the extended spring break, unless:
 - a. The employee resigns or is terminated prior to the spring closure week; or
 - b. The employee is on an approved leave of absence over the dates of the spring closure week.
19. The actual schedules that employees will work to facilitate the banking of sufficient time during the school year will be determined by the school principal or department manager in consultation with the employee.
20. Unforeseen issues arising out of the application and administration of this Letter of Understanding will be addressed in a timely manner and resolved by the Board and the Union in a mutually satisfactory manner.

LETTER OF UNDERSTANDING NO. 19 Continued

This Letter of Understanding applies only to the 2012–2013 school year. If the Board decides to continue with an extended spring break after this school year, the parties will determine whether to continue this arrangement in its present form or modify it as may be appropriate in light of prevailing circumstances and the lessons learned from this year's experience.

Signed this 18th day of September, 2012:

FOR THE BOARD:

FOR THE UNION:

Paul Standring
Director, Human Resources

Dean Coates
President, CUPE Local 441

LETTER OF AGREEMENT NO. 1

Between

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63 (SAANICH)

and

Saanich Schools



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

Re: Organization of Custodial Coverage to Ensure Appropriate Cleaning during Pandemic such as H1N1 Flu

The parties agree to meet before this letter of agreement is implemented at any time. It is important to avoid the closure of schools for health and safety reasons if custodians are absent due to illness caused by a pandemic such as H1N1 flu.

The parties have agreed that during a pandemic such as H1N1 there may be an emergent situation where greater than 25 percent over and above the normal absenteeism rate for other reasons of the total custodial staff is absent due to illness as a result of the pandemic. In this extraordinary circumstance the following protocol will be used:

- A. Interventions to ensure our schools are clean and healthy in priority/sequential order:
 - a. Utilize all staff available for replacement of absent staff including both the pooled posted positions and casual replacement lists pursuant to Article 11.01; and if not adequate
 - b. Reassign custodian resources between schools on a day by day basis; and if not adequate
 - c. Reassign other qualified staff on a voluntary basis for a short term. These staff will be paid either custodial rate of pay or their regular rate of pay whichever is greater.
- B. If unable to fully address cleaning during the week, utilize overtime on weekends to "catch up". The District will utilize Letter of Understanding No. 8 to assign the overtime.

This letter of agreement is without prejudice and shall remain in effect for the period September 1, 2009 to June 30, 2010 and is subject to the grievance procedure.

Dated this 5th day of November 2009.
Re-signed the 29th day of February, 2012.

FOR THE BOARD:

FOR THE UNION:

Paul Standring, Chair
Board's Bargaining Committee

Dean Coates, Chair
CUPE, Local 441, Negotiating Committee