

COLLECTIVE AGREEMENT

Between

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 606

and

**SCHOOL DISTRICT NO. 68
(Nanaimo-Ladysmith)**

July 1, 2006 – June 30, 2010

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BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 68 (NANAIMO-LADYSMITH)**

(Hereinafter called the “Board”)

PARTY OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 606 (MID ISLAND SCHOOL EMPLOYEES)**

**REPRESENTING EMPLOYEES OF
SCHOOL DISTRICT NO. 68 (NANAIMO-LADYSMITH)**

(Hereinafter called the “Union”)

PARTY OF THE SECOND PART

Whereas it is the desire of both parties to this Agreement:

- a. to maintain and improve the harmonious relations and settled conditions of employment between the Board and the Union
- b. to recognize the mutual value of joint discussions and negotiations
- c. to encourage efficiency in operation
- d. to promote the morale, well-being and security of all the employees in the bargaining unit of the Union
- e. to recognize that our main purpose is to provide support services to the school district in order to provide the best possible learning environment to the students in the school district.

AND WHEREAS for the purpose of implementing the spirit and intent of the foregoing, it is agreed that changes in policy affecting the employees’ security will be discussed with the Union prior to implementation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Board reserves the sole right to hire and place employees, subject only to the reservations as contained in this Agreement.

ARTICLE 1- DEFINITIONS

1.01 Regular Employee

An employee who has completed a probationary period or who has served eight (8) continuous months as a temporary employee.

1.02 Probationary Employee

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

1.03 Temporary Employee

A person who is hired to fill a specific work requirement, which is anticipated to be of limited duration. However, temporary employees with eight (8) months continuous service shall be considered as regular employees.

1.04 Retirement

In the termination of employment, in conformity with the provisions of the Municipal Pension Plan, the Board shall always have the right to retire employees at age 65.

1.05 Resignations

Any voluntary termination of employment other than retirement.

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 The Board recognizes the Union as the sole bargaining agency for those employees for whom the Union has been certified, with the exception of those employees excluded by provincial statutes and/or regulations or by mutual agreement.

ARTICLE 4 – DISCRIMINATION

- 4.01** The Employer shall not discriminate against any member of the Union by reason of Union activities of such member.
- 4.02** The Employer hereby agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any person in the matter of hiring, wage rates, training, upgrading, promotion, transfer, demotion, layoff, recall, discipline, classification, discharge by reason of age, race, creed, colour, national origin, religion, political affiliation, sexual orientation, sex or marital status.
- 4.03 Sexual or Personal Harassment**
- a) All employees have the right to work without sexual or personal harassment.
 - b) Sexual harassment shall be defined as any rejected or unwelcome sexual comment, look, suggestion or physical contact that creates an uncomfortable working or learning environment for the recipient, made by a person who knows or ought to know it is unwelcome; but may include a single sexual advance made by a person in authority over the recipient that includes or implies a threat; and may include a reprisal made after a sexual advance is rejected.
 - c) Personal harassment shall be defined as intentional, offensive comments and/or actions designed to demean and/or belittle an individual.
 - d) Any complaint respecting the provisions contained in this Article shall be dealt with in the grievance procedure and shall commence at Step 3 as outlined in Article 12.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

- a) The Board agrees that all employees covered by the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union.
- b) The Board shall require all new employees to execute an Assignment of Wages in duplicate, the forms to be supplied by the Union.
- c) All new employees covered by the terms of this Agreement shall become and remain members of the Union as a condition of employment.

- 5.02** In the event that an employee fails to comply with the provisions of Clause (a) above, the Board shall forthwith terminate his/her employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Written Assignment

The Board agrees to honour a written assignment of all dues and assessments and will forward all monies so deducted to the Secretary-Treasurer of the Union. The Union agrees to supply the Board with a letter advising the amounts of the dues and/or assessments.

6.02 Deductions

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made and the amount deducted from each.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Board shall note thereon the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - THE BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Board agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in the Articles dealing with Union security and deductions of Union dues.

7.02 Notification of New Employees

The Board agrees to notify the Union of the name, address, position and location of each new employee within seven (7) days of their date of employment.

7.03 Letter of Obligation

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

7.04 Bulletin Boards

The Board shall provide bulletin boards at each work site designated for use by support staff employees. The bulletin boards shall be placed in a location that will provide access by all employees and the Union shall have the right to post meeting notices and other information that may be of interest to support staff employees. The Union agrees that no information of a political or derogatory nature will be posted on the bulletin boards.

ARTICLE 8 – CORRESPONDENCE

- 8.01** Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources or his delegate and the CUPE Local 606 office.
- 8.02** The Union shall notify the Board of the names of officers, members of committees and job stewards.

ARTICLE 9 - COMMITTEES

9.01 Trustee-CUPE Liaison Committee

- a) The Trustee-CUPE Liaison Committee shall have the mandate to facilitate communication between the Board and the Union and, as needed, to concern itself with:
1. providing a forum for discussion of issues related to the interpretation of the Collective Agreement and conditions causing grievances and misunderstandings
 2. discussing draft policies or proposals for policy which affect Union employees and make recommendations to the Board
 3. reviewing administrative decisions regarding provision of support services, staff and facilities and make recommendations to the Board.
- b) The Trustee-CUPE Liaison Committee shall be comprised of eight (8) members in all, with four (4) representatives of the Board (to include three (3) trustees) and four (4) representatives of the Union.
- c) Every effort will be made to ensure that meetings of this Committee will be held within fourteen (14) days of notification from either party.

9.02 Labour Management Committee

a) Committee Representation

A Labour Management Committee shall consist of four (4) representatives of the Union and four (4) representatives of the Board.

b) Function of Committee

The Committee shall concern itself with the following general matters:

1. considering constructive criticisms of all activities so that better relations shall exist between the Board and the employees
2. reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service)
3. correcting conditions causing grievances and misunderstandings.

c) Meetings of Committee

The Committee shall meet at least every two (2) months at a mutually-agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with the Committee.

d) Chairman of the Meeting

A Board and a Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

e) Minutes of the Meetings

Minutes of the Committee meetings shall be prepared. They shall then be checked and jointly signed by the Joint Chairpersons for distribution. The minutes shall be distributed as promptly as possible and shall be posted in all schools and central work locations within the school district.

f) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Board and does not have the power to bind either the Union or its members or the Board to any decisions or

conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

ARTICLE 10 – COLLECTIVE BARGAINING

10.01 Bargaining Committee

- a) A Bargaining Committee shall be appointed by each party and shall consist of not more than five (5) members appointed by the Employer and five (5) members appointed by the Union.
- b) Function of the Bargaining Committee: Negotiation of all matters of mutual concern pertaining to rates of pay, hours of work and working conditions shall be referred to the Bargaining Committee.

10.02 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and any other advisors when dealing with the Board. Such representatives shall have access to the Board's premises in order to investigate and assist in the settlement of grievances, providing the representative and/or advisor shall first request such access from the appropriate supervisor.

10.03 Meeting of Committee

In the event that either party requests a meeting of the Committee, such request shall be made in writing and shall indicate the subject matter proposed for discussion. The meeting shall be held at a time and place within ten (10) calendar days or such other time as agreed to by the parties. Two meeting rooms for all negotiation sessions shall be provided by the Employer.

If it is necessary to schedule a meeting offsite, the cost of the meeting room(s) will be shared by the Union and the Board.

10.04 Time Off for Meetings

Representatives of the Union on the Bargaining Committee who are in the employ of the Board shall have the privilege of attending Bargaining Committee meetings held within working hours without loss of remuneration.

10.05 Technical Information

The Board shall make available to the Union on request, information regarding job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans required for collective bargaining purposes.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

11.01 Reports or recommendations dealing with matters of policy and/or conditions of employment which affect employees within the bargaining unit shall be forwarded to the Union in sufficient time to allow the Union a reasonable opportunity to consider them, and, if deemed necessary, speaking to them before a decision is taken by the Employer.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Definition

A grievance shall be defined as any difference arising out of the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitral.

12.02 Procedure

The parties agree it is desirable that any complaints or grievances be settled as quickly as possible. Employees are therefore urged to try to settle their complaints, as soon after they arise as possible, with their immediate supervisor.

During the period when an employee's grievance is being processed the employee (grievor) shall not be required to attend meetings with management regarding the grievance.

12.03 Employee Grievance

A grievance shall be resolved without stoppage of work, or interruption of services, in the following manner:

a) **Step I**

The Shop Steward shall, within ten (10) work days of the occurrence, discuss the alleged grievance with the employee's supervisor. If the issue is unresolved the Supervisor shall respond within five (5) work days of the meeting.

b) **Step II**

If the matter is not resolved within five (5) work days from the date of the meeting, the completed grievance form shall be received by the Director of Human Resources or designate within a further five (5) work days. Within five (5) work days of receipt of the grievance form, the Director of Human Resources or designate and the Supervisor shall meet with not more than three (3) members of the Union and shall seek to settle the dispute. The Director of Human Resources or designate will respond in writing within five (5) work days of the meeting.

c) **Step III**

If the matter is not resolved within five (5) work days from the date of the meeting, a Grievance Committee meeting shall be held within a further five (5) work days. The Grievance Committee, consisting of not more than three (3) representatives of the Board, and three (3) representatives of the Union, shall seek to settle the dispute. The Director of Human Resources shall respond in writing within five (5) work days of the meeting.

12.04 Policy Grievance

a) A policy grievance affecting the Union proper shall be introduced by requesting a meeting with the Director of Human Resources or designate within ten (10) work days of the occurrence of the grievance. Within five (5) work days of the request for a meeting, the Director of Human Resources or designate and the appropriate Supervisor shall meet with not more than three (3) representatives of the Union and seek to settle the dispute. The Director of Human Resources or designate shall respond in writing within five (5) work days.

b) If the matter is not resolved within five (5) work days from the date of the meeting, a Grievance Committee meeting shall be held within a further five (5) work days and the completed grievance form shall be received by the Director of Human Resources or designate prior to that meeting. The Grievance Committee, consisting of not more than three (3) members of the Board and three (3) representatives of the Union, shall seek to settle the dispute. The Director of Human Resources or designate shall respond in writing within five (5) working days.

c) If the matter is not resolved within ten (10) work days from the date of the meeting, it shall be referred to Arbitration within a further ten (10) work days in accordance with Article 13.

ARTICLE 13 - ARBITRATION

13.01 Arbitration

a) Appointment to the Arbitration Board

Should a grievance not be resolved in accordance with Article 12 above, then the matter shall be referred to an Arbitration Board consisting of three (3) members. One (1) member shall be appointed by the School Board and one (1) member by the Union. These appointments shall be made within thirty (30) work days from the date that the grievance was referred to Arbitration. The third member shall be Chairperson of the Arbitration Board and shall be appointed by the two (2) members appointed by the parties.

b) Failure to Appoint

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

c) Decisions of the Board

1. The majority decision of the Board of Arbitration shall be final and binding upon the Board, the Union and the employee(s) concerned.
2. Should the Board of Arbitration find that an employee has been suspended or terminated for other than just and reasonable cause, the Board of Arbitration may direct the School Board to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension or termination, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable.

d) Amending of Time Limits

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

e) Expenses of the Board

Each party shall be responsible for the fees and expenses of their appointees and one-half (½) of the fees and expenses of the Chairperson.

f) Single Arbitrator

Notwithstanding the above, the parties may, by mutual agreement, refer the dispute to a single arbitrator, with each party paying one-half (½) of the cost of such single arbitrator. The single arbitrator shall have the same powers as an Arbitration Board.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Right to Have Steward Present

An employee shall have the right to have a steward present at any discussion with supervisory personnel where a supervisor intends to interview an employee for disciplinary purposes. The Supervisor shall notify the employee, in advance, of the purpose of the interview in order that the employee may contact a steward to be present at the interview.

14.02 Suspension and Dismissal

Management staff shall have the right to summarily suspend without notice, for just and reasonable cause, within the departments under their respective jurisdictions.

The Superintendent/CEO or delegate shall have the right to summarily dismiss without notice, for just and reasonable cause.

14.03 Warnings

Except in cases of just and reasonable cause at least one (1) warning will be given before dismissal action is taken.

Prior to the imposition of discipline or discharge, an employee is entitled to be notified in writing of the reasons for considering such action, unless the employee is a danger to himself/herself or others. Employees so dismissed or suspended shall have recourse to the grievance procedure and, unless otherwise decided under the grievance procedure, suspension will mean loss of pay for the time or the duration of the suspension.

14.04 Crossing of Picket Lines

Employees shall not be required to cross any picket line legally established and maintained under the statutes of British Columbia. The Union agrees to seriously attempt to get permits from the picketing Union to allow School Board employees to carry out normal functions.

14.05 Hot Cargo

Members of the Canadian Union of Public Employees, Local 606, employed by School District No. 68 (Nanaimo-Ladysmith) shall not be required to handle products of firms undergoing a legal strike in the Province of British Columbia. Products already purchased and on hand prior to the commencement of such a strike shall not be considered "hot."

ARTICLE 15 – SENIORITY

15.01 Definition of Seniority

Seniority is defined as the length of service in the bargaining unit as a regular or probationary employee and shall be applied on a bargaining-unit-wide basis. Seniority shall be applied in determining preference or priority for promotions, transfers, layoffs and recall, subject to the terms and conditions as set out in this Agreement.

15.02 Temporary Seniority

- a) Temporary employees shall accrue seniority for the purpose of applying for posted regular positions and for the purpose of shift assignment. Their temporary service shall be recognized in relation to other employees when applying for posted vacancies and for the purpose of shift assignment. Temporary service shall be recorded on the basis of days worked and the record shall be sent to the Union and posted on all bulletin boards quarterly.
- b) This seniority date shall be calculated by counting back from the closing date of the competition for the posted regular position the number of working days equivalent to his/her total accumulated days of service.
- c) Temporary employees who are subsequently appointed in accordance with Article 16 shall be accorded seniority backdated to the date that the employee's continuous service commenced.

15.03 Seniority List

Up-to-date seniority lists of all employees showing the position of each employee shall be sent to the Union and posted on all bulletin boards in May of each year.

15.04 Probationary Employees

- a) After completion of the probationary period, employees having continuous service status shall be accorded seniority back-dated to the date that the employee's continuous service commenced.

- b) After completion of the probationary period, the seniority date for employees who do not have continuous service status shall be effective from the original date of appointment of the posted position.
- c) For purposes of competition only, the seniority date for employees having continuous service status shall be calculated from the date that the employee's continuous service commenced.

15.05 Loss of Seniority

- a) An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall lose seniority rights and no longer be in the employ of the Board in the event of:
 - 1. discharge for just cause and without reinstatement
 - 2. resignation
 - 3. absence from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible
 - 4. failure to return to work within ten (10) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of a current address.
 - 5. layoff for a period longer than twenty-four (24) months
 - 6. after twelve (12) months in an excluded position.

15.06 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit he/she shall retain his/her seniority for a period of twelve (12) months and their position will be posted temporarily. Such employee shall have the right to compete for posted vacancies within the bargaining unit during this twelve (12) month period or return to their former position. The employee shall not accrue seniority during the period of his/her appointment to a position outside the bargaining unit. After the twelve (12) month period the employee's seniority within the bargaining unit is lost.

15.07 Seniority Accrual

A regular employee who is on leave of absence without pay in accordance with Article 24.03 shall continue to accrue seniority with benefit entitlement continued at full cost to the employee during the leave period.

15.08 Determination of Seniority

The Board and the Union agree that for the purpose of determining the seniority date of persons hired on the same day, the following procedure will apply in the order stated:

- a) continuous service date
- b) total temporary service
- c) date of hire
- d) where further differentiation is required a shop steward will select the name by draw.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16.01 In making promotions, transfers or filling vacancies, the most senior qualified applicant will be selected on the basis of the skill, knowledge and ability required for the position.

16.02 All appointments to regular positions shall be for a trial or probationary period of three (3) months during which the employee works from the date of appointment. If an extension of the trial or probationary period is required, it shall be by mutual agreement between the Board and the Union. A trial period shall only occur when there is an occupational change.

16.03 Regular employees shall serve a trial period as per Article 16.02. If the staff change is not confirmed, the appointee shall revert to the position held prior to the staff change.

16.04 Temporary employees shall serve a probationary period as per Article 16.02. Such employees may be terminated at any time during the probationary period, for just and reasonable cause.

16.05 An employee's continuous temporary employment shall count toward the trial or probationary period if subsequently appointed to the same position.

16.06 Information on Postings

Postings shall contain at least the following information:

- a) Job Title
- b) School or Department
- c) Qualifications
- d) Duties and Responsibilities
- e) Rate of Pay
- f) Hours of Work
- g) Shift
- h) Closing Date

16.07 The Regional Secretary-Treasurer of the Union shall be notified in writing within ten (10) working days of all vacancies or new positions within the bargaining unit. Such vacancies or new positions shall be posted for a period of five (5) working days before an appointment is made. Employees will be notified of competition results within fifteen (15) working days where it is reasonably possible. The posting of vacant positions shall not be unduly delayed.

16.08 In circumstances where the annual allotment of working hours for an existing regular position increases in excess of three (3) hours per week, the position shall be posted.

16.09 Providing they are qualified, regular employees may be temporarily appointed with their consent, to a position for a specified term not to exceed eight (8) continuous months. Upon completion of the temporary assignment the employee shall return to his/her regular position with no loss of seniority. In making temporary appointments the senior qualified employee will be selected on the basis of the skill, knowledge and ability required for the position. The Employer agrees to consult with the Union with respect to the manner in which regular employees will be notified that specific temporary positions are available.

16.10 Freedom of Information

The Board shall, upon receipt of a written request from the Union, provide to the Union a copy of the short list/interview grids for the particular competition, pertaining to the successful applicant and grievor including applications and resumes if required by the Union. (Interview grids will be released by topic.)

ARTICLE 17 – LAYOFFS AND RECALLS

17.01 A layoff is defined as a reduction in the work force. A reduction in the regular weekly hours of work shall also constitute a layoff, with the exception of the Bus Driver classification and all school-based classifications in which case a reduction

in hours exceeding thirty (30) percent of their regular weekly hours shall constitute a layoff.

- 17.02** The Board shall notify regular or probationary employees who are to be laid off ten (10) working days before the layoff is to be effective. Employees that have not had the opportunity to work ten (10) days after notice of layoff shall be paid in lieu of work for that part of the ten (10) days during which work was not made available.
- 17.03** The Employer shall identify the employee to be laid off, together with the classification and department.
- 17.04** A regular employee, if qualified, may exercise his/her seniority rights to bump bargaining-unit-wide to the equivalent or lower pay level. The Employer must be notified, by the Union or the employee within five (5) working days of where the bumping will occur, unless such notice is not reasonably possible.
- 17.05** Regular employees shall be recalled in the order of their seniority if qualified. A list of laid off employees shall be kept and the Employer shall notify said employees in writing to report for work. If, however, the employee fails to report for work after being duly notified, in accordance with Article 15.05 (b) (4), their names shall be stricken from the list. An employee shall not be required to accept recall to a position with hours less than the hours provided in their pre-layoff employment.
- a) Regular employees on layoff shall be given first preference for temporary assignments on a seniority basis, if qualified. There shall be no bumping allowed between temporary positions. Rejection of a temporary assignment shall not affect the recall period or right to recall. If a temporary assignment is accepted, the balance of the employee's recall period will be suspended for the period of the temporary assignment.
 - b) All positions shall be posted through regular posting procedures. Any vacancies remaining unfilled by the competition process, shall be filled by the recall process, and those qualified employees with recall rights shall be the first hired for such vacancies.
 - c) If an employee has been bumped/laid off and the position which they have been bumped/laid off from comes open within fifty (50) working days from the time of being bumped/laid off, then that employee has the right of first refusal to revert to their former position.
- 17.06** Regular employees who have been laid off shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits during the recall period, as defined in 17.07 below, by paying the full cost of such benefits to the Board.

17.07 No new employees will be hired to fill a vacancy until regular employees who have been laid off, or who have been terminated for other than just and reasonable cause, and who are “qualified” to fill the vacancy have been given an opportunity for re-employment. This provision shall apply for a period of twenty-four (24) months from the day of layoff.

ARTICLE 18 – HOURS OF WORK

18.01 Hours of work

- a) The forty (40) hour working week is to be the established policy of the Board for all employees and except as otherwise qualified below, each day shall be of eight (8) continuous hours except for the interruption of time (not to count as work time) for meals.
- b) Clerical staff shall work a thirty-five (35) hour week, consisting of seven (7) consecutive hours per day exclusive of meal times, between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday inclusive.
- c) When the Employer is desirous of establishing clerical shifts outside of the above hours, it shall be by mutual agreement between the parties.

18.02 Shifts for 18.01 (a) above shall be as follows:

- a) Day shifts shall be eight (8) hours of work exclusive of meal times, scheduled between the hours of 6:00 a.m. and 5:30 p.m.
- b) Afternoon shifts shall be eight (8) hours of work inclusive of one-half (½) hour for meal times, scheduled between the hours of 2:30 p.m. and 1:00 a.m.
- c) Night shifts shall be eight (8) hours of work inclusive of one-half (½) hour for meal times, scheduled between the hours of 11:00 p.m. and 9:00 a.m.

18.03 All personnel shall work five (5) consecutive days according to posting and Board policy, with the understanding that where the conditions of a special job require it, the work week may be changed for short periods of time. Except in emergent circumstances, notice of such change will be given not later than quitting time one (1) week in advance.

18.04 All employees, except those listed in (a), employed on a part-time basis shall be paid a minimum of four (4) hours per day.

- a) The following classifications:
 - 1. supervision aides

2. crossing guards
 3. small schools with fewer than 75 students in which case a 2 hour minimum will apply
 4. school meal assistants
 5. cafeteria attendants
 6. other positions by mutual agreement will be paid for actual hours worked except for 18.04 a) 3. above.
- b) The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period.
 - c) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours. This does not preclude the Article 18.05 provision.
 - d) Where posting of additional hours is required, additional hours of less than four hours may be posted as “additional hours” and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.
 - e) While the School Meals Assistant and Cafeteria Attendant are exempt from the 4-hour minimum it is agreed that the Union and the Employer will attempt to bring these positions into the four (4) hour minimum with the understanding that the requirement for consecutive hours may not apply.

18.05 Transportation

- a) Transportation of School District No. 68 (Nanaimo-Ladysmith) students on either society-owned buses or the alternate school buses shall be carried out by CUPE Local 606 drivers or professional drivers only, except where otherwise mutually agreed upon by the parties.
- b) School Bus Drivers employed on a part-time basis shall be employed school days only, and as and if required on other occasions.
- c) The Employer shall attempt to provide regular drivers with the opportunity to work a forty (40) hour week.
- d) Pay for weekend work for regular drivers shall be:
 1. \$0.25 cents per hour premium

2. The first eight (8) hours on a Saturday or Sunday will be paid at straight time, plus the premium. All time worked beyond the eight (8) hours shall be paid at time and one-half (1½) for the 9th, 10th, 11th hours worked and double time (2x) thereafter.
3. For ski trips - the driver shall be paid a maximum of twelve work hours paid as follows:

8 hours of regular time	Equals 8 hours
3 hours of time and one half	Equals 4.5 hours
1 hour of double time	Equals 2 hours

The total equals 14.5 hours towards a 40-hour week. The driver then has 25.5 hours to fill for the rest of the week.

18.06 Recognizing the desirability of adequate levels of relatively constant income, the Board shall continue to seek to provide supplemental assignments, within the framework of operational needs, to augment the earnings of those regular employees who request such additional opportunities.

- a) Regular employees shall have the opportunity to add their name to a supplemental list for the purpose of indicating their interest in supplementing their work assignments.
- b) The Board will post the supplemental list on all bulletin boards and send a copy to the Union on March 1st each year.
- c) Employees who have had their hours of work reduced shall have the option of having their name added to the supplemental list and their name will appear on the next circulated list.
- d) Employees are required to advise Human Resources of the times when they are not available for supplemental work.

18.07 Rest Periods

An employee shall be allowed a fifteen (15) minute paid rest period at the work site in each of the first half and the second half of a full-time shift. An employee working less than a full-time shift shall have one paid rest period during each continuous three-and-one-half (3½) or four (4) hours of regular working time.

18.08 Split Shifts

Where an employee works a split shift, the period during which the employee's regular hours of work may be performed shall be limited to the twelve (12) hours immediately following commencement of the shift. Any regular time worked beyond that period shall be paid at the appropriate overtime rate.

18.09 Staff Development

The Employer shall provide a minimum of two (2) paid staff development days per school year for all employees. Employees shall be paid for their actual hours in attendance or their regularly scheduled hours of work, whichever is greater.

Note: The Joint Staff Development Committee, which has been established through the Labour Management Committee, will formulate staff development recommendations to be presented to the Board for its consideration not later than four (4) months following the signing of this Collective Agreement.

18.10 Field Trips Applicable to Education Assistants

When an Education Assistant/Supervision Aide has agreed, and it is pre-authorized by the School Principal that the Education Assistant participate in field trips which extend beyond the Education Assistant's regular hours of work, the Education Assistant shall receive compensatory time off. Compensatory time shall be accrued at the appropriate overtime rate and shall be taken in blocks at a time which is mutually acceptable to the School Principal and the Education Assistant.

Compensatory time not taken prior to June 30th of the year shall be paid out at the appropriate rate.

18.11 Flex Time for Community School Coordinators and Child and Youth Care Workers

- a) A "flex" time approach to daily work for Community School Coordinators and Child and Youth Care Workers is recognized by the Employer and the Union. Employees may start and finish at flexible hours to match their schedules. Work hours are to be recorded in a format designated by the Employer. The hours of work on average may not exceed eight (8) hours per day, forty (40) hours per week within five (5) consecutive days.
- b) It is recognized and understood the employees may be required to work on occasion hours of work outside those noted in a) above. It is further understood that this flex time approach is by joint agreement between the Union and the Employer. The operation of this Article shall be reviewed quarterly, jointly by the Union and the Employer.
- c) Weekend Work

No employee shall be required to work more than thirty five percent (35%) of their weekly hours or twenty-five percent (25%) of their monthly hours on weekends. No employee shall be required to work on two (2) consecutive weekends except by mutual agreement between the employee and the Employer.

- d) Flex time is to be distinguished from overtime in that flex time is accumulated as straight time as follows:
 - 1. Accumulated flex time may be taken off one day at a time. Time taken must have the approval of the School Principal.
 - 2. The running total of flex time may be accumulated to a maximum of seventy (70) hours only in the calendar year July 1st to June 30th. Any employee who has accumulated the maximum shall be notified in writing.
 - 3. Instead of cash payment for flex time, an employee shall receive equivalent time off in the calendar year. An employee terminating employment shall be entitled to cash payment of accumulated flex time to a maximum of seventy (70) hours.
 - 4. Any accumulation of flex time not utilized by June 30th of the year shall be lost.
- e) All time worked in excess of 2080 hours as reconciled by June 30th shall be compensated for at overtime rates.
- f) All other provisions of the Collective Agreement shall apply.
- g) This article is subject to the Grievance and Arbitration process.

18.12 Banked Time

- a) An employee who with the approval of his or her supervisor agrees to work beyond his or her normal hours of work may choose:
 - (i) to be paid at the appropriate rate or,
 - (ii) to bank at the equivalent amount of time.
- b) An employee who chooses to bank the time shall record the time in a log approved by the supervisor. Time worked beyond the daily or weekly hours specified in 18.01, shall be recorded at the appropriate overtime rate as per Article 19.
- c) Banked overtime shall be drawn from the bank at times mutually agreed upon by the supervisor and the employee
- d) Should the employee move to a position at a different location, the employee shall make every effort to draw the banked time prior to relocating. Time not drawn from the bank shall be carried forward in the log to the new location.

- e) Should the employee resign or retire, every effort shall be made by the supervisor and the employee to ensure that any banked time is drawn prior to the retirement or resignation date. If it is not possible to draw all of the banked time, the employee shall be paid the appropriate rate for the time remaining in the log.
- f) The employee and supervisor shall make every effort to draw all of the banked time prior to June 30th of each year. Time banked over the previous twelve (12) months that has not been drawn prior to June 30th of the year shall be paid at the appropriate rate of the pay at the next pay period.

ARTICLE 19 – CALL OUT AND OVERTIME

- 19.01** All personnel called out for special or emergency work shall be paid a minimum of four (4) hours pay at the appropriate rate. A call out occurs only when an employee is brought back to work after having officially completed his/her duties for the day or the week and has left the job in a normal manner.
- 19.02** All overtime worked must be authorized in advance by the employee's Supervisor and shall be paid for at the rate of time and one-half for the first three (3) hours and double time thereafter. Double time shall be paid for Sundays. The employer will provide confirmation in writing of overtime worked within five (5) days of the work being done.
- 19.03** Any time worked on a Statutory Holiday shall be paid at the rate of double time in addition to the employee's regular pay.

ARTICLE 20 – ALLOWANCES

20.01 Shift Allowances

Personnel employed on shift after 4:00 p.m., or on Saturday, shall be paid twenty-five (\$.25) cents per hour, personnel employed after midnight shall be paid thirty (\$.30) cents per hour for the duration of the period actually on shift. Only one rate will be paid per shift worked and this rate will be that applying to the majority of hours worked.

20.02 In-Charge Allowance

A Charge Hand, designated as such by an authorized representative of the Board, shall be paid an In-Charge Allowance of thirty-five (\$.35) cents per hour.

20.03 Foreman's Allowance

A Foreman, designated as such by an authorized representative of the Board, shall be paid an allowance of one dollar and forty cents (\$1.40) per hour.

20.04 General Foreman's Allowance

A General Foreman, designated as such by an authorized representative of the Board, shall be paid an allowance of two dollars and forty cents (\$2.40) per hour above the highest paid employee within his/her area of responsibility.

During the term of this Agreement changes in the General Foreman's responsibilities will not adversely affect the General Foreman's premium.

20.05 First Aid Allowances

- a) A regular employee in possession of a valid Level I First Aid Certificate and agrees to be designated as a Level I First Aid Attendant by an authorized representative of the Board, shall be paid an allowance of forty (\$.40) cents per hour.
- b) A regular employee in possession of a valid Level II First Aid Certificate and agrees to be designated as a Level II First Aid Attendant by an authorized representative of the Board, shall be paid an allowance of eighty (\$.80) cents per hour.
- c) A regular employee in possession of a valid Level III First Aid Certificate and agrees to be designated as a Level III First Aid Attendant by an authorized representative of the Board, shall be paid an allowance of one (\$1.00) dollar per hour.
- d) Where an employee is not willing or able to fill the position of First Aid Attendant, the responsibility will rest with the Board. It is understood that First Aid Attendants are responsible for administering first aid to employees only, as defined by *WCB* regulations.
- e) A regular employee who voluntarily agrees to be designated to obtain a Level I, II or III certification shall be paid for all time spent obtaining the certification. In addition all course fees shall be paid for by the Board.

20.06 Snow Removal Allowance

An employee required to report to work prior to 6:00 a.m. for the purpose of snow removal shall receive an allowance of one (1) additional hour at the employee's regular rate of pay.

20.07 Tool Allowance

All Maintenance Tradespersons and Mechanics, with the exception of Painters, shall be required to supply and maintain their own hand tools and shall be paid an annual allowance of two-hundred and twenty-five (\$225.00) and five-hundred (\$500.00), respectively, December 1st each year.

20.08 Bilingual Premium

Any employee who is required as a part of their job to be bilingual, shall be paid a premium of twenty-five cents (\$0.25) per hour as a result of this qualification. The Union will be notified in advance of any such positions.

20.09 Use of Personal Vehicles

The Employer will provide blanket ICBC coverage for “business purposes” car insurance for employees who use their vehicles in the course of regularly-assigned duties, and have “to/from work” ICBC car insurance coverage.

20.10 Asbestos Removal Allowance

Any employee who, as part of their job or a special project is required to do asbestos removal under the guidelines of the *WCB Act/Regulations*, shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour while performing this task. No employee shall be required to perform asbestos removal where that employee deems it unsafe to do so.

20.11 Electrical General Foreman

As an authorized representative of the Board, the Electrical General Foreman will be paid an additional allowance of one dollar and fifty cents (\$1.50) per hour for obtaining and maintaining an Electrical Contractor’s license annually.

ARTICLE 21 – HOLIDAYS

21.01 Regular Full-Time and Part-Time employees shall be entitled to the following Statutory Holidays with pay:

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

and any other day proclaimed by the Federal or Provincial Governments. If Easter Monday is a school day, the holiday will occur on the last Monday in March.

21.02 Temporary employees shall be paid four and four-tenths (4.4%) percent of their regular rate of pay on each pay cheque in lieu of statutory holiday pay.

21.03 Regular part-time employees who also work temporary hours will be entitled to statutory holidays with pay at the hours of their regular assignment. Additionally, they would be paid the 4.4% for any temporary hours they worked.

21.04 When any of the above-noted holidays fall on a Saturday or Sunday and are not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement. Alternate arrangements to the above may be made by mutual agreement between the parties.

ARTICLE 22 – VACATIONS

22.01 Except as noted in (22.04) below, annual vacations will be granted in the year of the employee's anniversary, at the employee's regular rate of pay, on the following basis:

- a) Employees who have not completed one (1) year of employment will receive six (6) percent of the employee's earnings.
- b) Employees with one (1) or more calendar years of continuous service shall receive fifteen (15) working days at the employee's regular rate of pay.
- c) Employees with six (6) or more calendar years of continuous service shall receive twenty (20) working days at the employee's regular rate of pay.
- d) Employees with twelve (12) or more calendar years of continuous service shall receive twenty-five (25) working days at the employee's regular rate of pay.
- e) Employees with twenty-three (23) or more calendar years of service shall receive thirty (30) working days vacation effective July 1994.

22.02 Commencing the twenty-fourth (24th) year of service employees will receive one (1) additional day's vacation for each year of service to a maximum of five (5) days, effective July 1994.

- 22.03** Vacations will be taken at a time most convenient to the operation of the School District and not later than June 30th in the year of eligibility, except that employees listed in Article 18.01 a) and b) shall have the option of not less than one (1) week to be taken at the employee's discretion. Employees listed in Article 18.01 b) and c) shall, if they so desire, use their vacations when schools recess for Christmas and Easter breaks. This option shall not affect their option of taking one week at their discretion. Vacation time shall not be cumulative from year to year except by mutual agreement of the parties.
- 22.04** Notwithstanding the foregoing, no employee shall receive less than six (6%) percent, eight (8%) percent, ten (10%) percent or twelve (12%) percent of his/her earnings, depending on the employee's entitlement as provided above.
- 22.05** Employees who become eligible for an additional week's vacation in any year will be eligible for the additional vacation after their anniversary date in that year.
- 22.06** Vacation pay for those Regular Employees who work in different positions will be based upon a prorating of their time worked in each position.
- 22.07** The Employer agrees to give consideration to ten (10) month employees who wish to take their vacation pay at Christmas and Spring Breaks up to their total vacation entitlement but have not yet accrued this amount. If the employee leaves his/her employment with the district prior to earning the vacation time noted in the clause, he/she shall reimburse the District.

ARTICLE 23 – SICK LEAVE PROVISIONS

- 23.01** After completion of three (3) months continuous service all employees shall be entitled to sick leave with pay at the employee's regular rate of pay, accumulative at the rate of one and one-half (1½) days per month of service to a maximum accumulation of one hundred twenty (120) work days.
- 23.02** Sick leave with pay will only be granted because of sickness, health reasons, or accident. An employee may be required to provide a medical certificate or proof of other appointments necessitating sick leave. The Employer agrees to pay for any medical certificate or appointment costs.
- 23.03** The amount of sick leave and vacation accrued to an employee's credit shall be included on their pay stub each pay period.
- 23.04** Employees will notify their supervisor as soon as possible if they are to be absent from duty because of sickness, health reasons or accidents, and are expected to give their supervisor twelve (12) hours notice of their anticipated return to work.

23.05 A sick leave bank will be established as follows:

- a) Each regular employee shall contribute annually a sufficient number of days to maintain the bank at five hundred (500) days.
- b) Applications for allotments from the sick leave bank may be made by regular employees who have suffered a major illness or a major injury which is not compensable under the *Workers' Compensation Act*, and such applications shall be submitted in writing to both the Union and the Board and shall be subject to the approval of both parties.
- c) Approval will not be given for an allotment from the sick leave bank until such time as the employee concerned has exhausted his/her entire current and accrued sick leave allotment and in addition has absorbed five (5) full working days off without pay.
- d) No allotment from the sick leave bank shall exceed one hundred twenty-five (125) days.

23.06 Upon termination or layoff exceeding twenty-four (24) months, retirement, or death of any employee, one-third (1/3) of accrued sick leave is to be paid but only after five (5) years of continuous service.

23.07 Except as provided for in 23.06 above, all sick leave credits are cancelled upon termination of employment unless the employee is re-engaged within twenty-four (24) months.

23.08 Where no one other than the employee can provide for the needs during illness of an immediate member of his/her family as defined in Article 24.08, an employee may request up to a maximum of six (6) accumulated sick leave days per year for this purpose. Approval is required from both the Board and the Union. To comply with legislation in regards to the Employment Insurance Act, such leave shall not exceed six (6) days per year.

23.09 The total credits used or contributed per year under Articles 23.05 and 23.08 must not be in excess of the number of days required to retain a balance of one day of paid sick leave credits per month (or 12 per year) of service, to be used only in the case of the insured persons own illness or injury.

ARTICLE 24 – LEAVE OF ABSENCE

24.01 Where leaves of absence are granted, on return to work the employee shall revert to his/her former position. If the former position no longer exists, he/she shall be placed in a position of equal classification, or if none is available, a position of lesser classification.

24.02 Executive CUPE Local 606/Executive Assistant

- a) Upon the request of the Union, the Board shall grant to a member(s) of the Union, a leave for a specified term.
- b) For the purposes of pension, sick leave and seniority, the Union member(s) shall be deemed to be in the full employ of the Board. The rates of pay and hours of work shall be established by the Union and shall be the criteria for determining entitlement to all benefits in the Collective Agreement, including pension, to the extent permitted by Municipal Pension Plan. The Union will reimburse the Board for such salary plus twenty percent (20%) to cover the Board's share of benefits and pension costs upon receipt of a monthly statement from the Board. The Parties agree to jointly make every reasonable effort to ensure the fulfilment of Article 24.02 a) in regards to eligibility under the Municipal Pension Plan.
- c) The President shall inform the Secretary-Treasurer of the number of days or partial days, if any, that the member(s) was absent from executive duties due to illness. Such days or partial days shall be deducted from the member's(s') accumulated sick leave credits.

24.03 Leave for Local, CUPE BC, CUPE National, Canadian Labour Congress Business

- a) Upon receipt of a letter of authorization from the Union to the Superintendent or designate, an employee covered by this Agreement who holds an executive position, excluding those listed in Article 24.02, with or who is serving on a committee or task force of:
 - the Local
 - CUPE BC
 - CUPE National
 - Canadian Labour Congress

shall be entitled to a leave of absence in accordance with this Article 24.03 in order to carry out such duties.

- b) The numbers of employees granted leave at the same time and the accumulated duration of such leaves granted pursuant to Article 24.03 shall not unduly disrupt the activities of the school(s) or department(s) concerned. The number would be determined, if necessary, after discussion between the Superintendent or designate and the President of the Union. If a leave is to be denied pursuant to Article 24.03, the President of the Union shall be advised.

- c) Leave pursuant to this Article 24.03 shall be subject to the payment to the Board of the full costs of such employee's salary plus thirty percent (30%) to cover the Board's share of benefits and pension costs, upon receipt of a monthly statement from the Board.

24.04 Leave for Full-Time Position with CUPE BC, CUPE National, Canadian Labour Congress

If an employee is elected or appointed to a full-time position with CUPE BC, CUPE National, or the Canadian Labour Congress, leave of absence without pay shall be granted for the duration of that employee's term of office or appointment.

24.05 Union Conventions

Leave without pay shall be granted to not more than six (6) representatives of the Union to attend conventions and seminars. The total absence allowed shall not exceed ninety (90) working days per year to attend Union conventions and seminars. The Union shall give as much notice as possible and it is understood that the number of delegates from one school or department shall not hinder the work to be done.

24.06 Public Office

Upon request to the Board, an employee who is:

- a) a candidate in a federal, provincial or municipal election
- b) elected to a federal, provincial or municipal office

shall be granted leave of absence without pay. Such leave shall be renewed following a request from the employee who is involved in an elected position, and may be renewed following a request from the employee during the term of office of an appointed position. The maximum period of leave granted under this Article shall be five (5) years. This Article shall not apply to full-time partial day leaves.

24.07 Court Leave

- a) The Director of Human Resources or designate shall grant leave of absence without loss of pay to a regular employee, other than a regular employee on leave of absence without pay, who is required:
 - 1. to serve on a jury,

2. by subpoena or summons to attend as a witness in any proceeding held:
 - i. in or under the authority of a court of justice
 - ii. before a court, judge, justice, magistrate or coroner
 - iii. before a legislative body or any committee that is authorized by law to compel the attendance of the witness before it
 - iv. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of the witness before it.
- b) Unless otherwise prescribed, a regular employee in receipt of earnings while serving at court shall remit to the Board all monies paid to the employee by the court, except travelling and meal allowances not reimbursed by the Board.
- c) Time spent in court actions arising from employment, requiring attendance at court shall be with pay.
- d) Time spent at court by a regular employee in his/her official capacity shall be with pay.
- e) With the exception of (c) and (d) above, in cases where a regular employee is a plaintiff, a defendant, or an accused, such leave to attend at court shall be without pay.

24.08 Bereavement Leave

The Director of Human Resources or designate shall grant up to three (3) days leave, with pay, in the case of death in the immediate family. "Immediate Family" is defined as spouse, including common-law spouse/same sex partner, children, (including step-children), parents, (including step-parents), sisters, brothers, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, and father-in-law. Special consideration may be given by the Superintendent or designate in other cases of bereavement on request.

24.09 Special Leave

The Director of Human Resources or designate may grant a leave of absence, not to exceed six (6) months, without pay and without loss of seniority, to any regular employee requesting such leave for good and sufficient cause. Requests for leave in excess of six (6) months shall be submitted in writing to the Board of School

Trustees. Operational needs will be a determining factor in the decision to grant or deny a request for a leave of absence.

Regular employees who have been granted special leave in excess of one (1) month shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits during the period of leave by paying the full cost of such benefits to the Board.

24.10 Pregnancy Leave

Upon request, a pregnant employee will be granted unpaid leave for a period of a minimum of seventeen weeks (17) consecutive weeks, or such longer period as mutually agreed between the employee and the Board. Such employee shall also be entitled to Parental Leave pursuant to Article 24.13.

The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date.

The request to take pregnancy leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable birth date.

An employee, on commencement of pregnancy leave, shall provide the School District with her return to work date.

The period of pregnancy leave shall be any period of Parental Leave under the provisions of Article 24.13.

Pregnancy leave may be extended for up to an additional six (6) consecutive weeks or such longer period as deemed necessary, for illness of the newborn child(ren) or for reasons related to the birth or the termination of the pregnancy, where a doctor's certificate is presented.

24.11 Early Return and Emergency Situations

In the case of an incomplete pregnancy, death of a child or other special situation, an employee may return to work earlier than provided in the agreed-upon leave provided that a minimum of ten (10) working days written notice is given to the School District.

The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

24.12 Adoption Leave

Upon request, an employee shall be granted an unpaid leave of absence for up to eighteen (18) weeks following the adoption of a child. Such employee shall also be entitled to Parental Leave pursuant to Article 24.13. The employee shall furnish proof of adoption.

When both parents are employees of the School District, the total period of adoption leave to be taken by either or both parents is eighteen (18) weeks. Leave shall only be granted to one (1) employee parent at a time. The parents shall decide the periods which either or both of them will take the leave, subject to the agreement of the District.

24.13 Parental Leave

A birth mother is entitled to an additional thirty-five (35) consecutive weeks of unpaid leave. A birth father and an adopting parent are entitled to up to thirty-seven (37) consecutive weeks of unpaid leave.

- a) for a birth mother immediately after the end of the pregnancy leave unless the employee and the District agreed otherwise,
- b) for a birth father, leave must commence within fifty-two (52) weeks after the birth of the child, and,
- c) for an adopting parent within fifty-two (52) weeks after the child is placed with the parent,
- d) where both parents are employees of the School District, the employees shall determine the apportionment of Parental Leave between them, subject to the agreement of the School District. The total Parental Leave when shared between both parents shall not exceed thirty-seven (37) weeks.
- e) The request to take Parental Leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:
 1. a certificate from a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or
 2. a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five

(5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision.

The employee shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits by paying the full cost of such benefits to the Board.

24.14 Extended Pregnancy/Parental Leave

Upon written request, at least ten (10) working days prior to the expiration of pregnancy leave and/or parental leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of twelve (12) months.

The employee shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits by paying the full cost of such benefits to the Board.

The employee returning to work after extended pregnancy/parental leave shall provide the School District with at least ten (10) working days notice of intent.

On return from extended pregnancy/parental leave, the employee shall return to the position previously held by the employee.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Wages shall be paid in accordance with the Wage Schedule attached hereto and forming part of this Agreement. The indication of a job and accompanying wage rate in the Wage Schedule shall not necessarily bind the Board to create or fill such a position.

25.02 Gabriola Ferry Allowance

A non-resident support staff worker assigned to work on Gabriola Island shall receive a Gabriola Ferry subsidy in the amount of six hundred and twelve dollars (\$612.00) per annum, effective July 1, 2000.

ARTICLE 26 - RETIREMENT BENEFIT

26.01 On reaching retirement age if any employee has not taken his or her vacation for the current year, he/she shall be paid in lieu of such vacation in proportion to the time worked in the year of his/her retirement.

26.02 Retirement Without Municipal Pension Plan

- a) On reaching retirement age and having completed ten (10) or more years of continuous service with the Board, all employees not covered by **Municipal Pension Plan** shall be granted one (1) month's extra pay, and if any employee has not taken his/her holidays for the current year he/she shall be paid in lieu of such holidays in proportion to the time worked in the year of his/her retirement.
- b) A regular employee, not on **Municipal Pension Plan**, having accrued sick leave to his/her credit shall, on reaching retirement age, after having completed ten (10) years or more continuous service with the Board, receive a salary grant in lieu thereof equal to one hundred (100%) percent of such credit, or in the event of death before retirement any accrued sick leave shall be paid in cash to his/her estate or legally authorized representative. This payment shall replace any payment to which the employee might otherwise be entitled under Article 23.06.

26.03 Notice to retire must be given in writing to the Board before January 1 of the year in which retirement is to take effect. Failing such notice being given, payment of retirement benefits shall not be made until the beginning of the following fiscal year.

ARTICLE 27 – JOB CLASSIFICATION AND RECLASSIFICATION

27.01 New Classifications

New classifications created by the Employer shall have the rate of pay set by mutual agreement of the parties to this Agreement. These rates shall be jointly negotiated by both parties prior to the position being filled. In the event of failure by the parties to reach agreement, the position may be filled and a temporary rate established by the Board, it being agreed, however, that this will not restrict the Union from proceeding to the grievance procedure and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

27.02 Job Descriptions

The Board will prepare and submit to the Union a job description for all present classifications and for any new classification developed during the term of this Agreement.

27.03 Changes in Classification

When the duties or responsibilities of any position are changed or increased during the term of this Agreement, the rate of pay and the effective date shall be

subject to negotiations between the Board and the Union. If the parties are unable to agree on the rate of pay and the effective date of the job in question, such dispute shall be submitted to the grievance procedure and arbitration.

An employee who believes his/her position is not properly designated may request the Director of Human Resources to examine the matter. Should the employee not be satisfied with the response, the question of whether or not the position is properly designated, and if not properly designated in which Pay Level it should be placed, may be submitted to the grievance procedure commencing at Step 2.

27.04 Job Evaluation

The Memorandum of Understanding (dated October 24, 1998) and the Joint Job Evaluation Program, dated September 1989 and updated/amended in January 1997 are in full force and effect.

ARTICLE 28 – EMPLOYEE BENEFITS

The Parties have agreed to participate in a jointly-trusted benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article.

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

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

28.01 Benefits shall be administered in accordance with the Benefits Schedule attached hereto and forming part of this Agreement.

28.02 Statutory

a) Municipal Pension Plan

All eligible employees and the Board shall contribute to the Municipal Pension Plan in accordance with the Pension (Municipal) Act.

b) Canada Pension Plan

All employees and the Board shall contribute to the Canada Pension Plan in accordance with the applicable federal statutes.

c) Employment Insurance

All employees and the Board shall contribute to the Employment Insurance Plan in accordance with the applicable federal statutes.

28.03 Health and Welfare

For probationary and regular employees whose normal assignment is twenty (20) hours or more per week, the Employer will arrange to establish and maintain group insurance policies which provide Group Life, Accidental Death and Dismemberment, Extended Health Care and Dental Insurance coverage negotiated by the parties.

For Group Life, Accidental Death and Dismemberment, and Extended Health Care Insurance coverage, enrolment shall be effective on the first day of the month following the date of commencement of service.

For Dental Insurance coverage, enrolment shall be effective on the first day of the month following completion of probation.

28.04 Medical

All regular employees that work less than twenty (20) hours per week will receive one percent (1%) of their hourly wage in lieu of benefits.

Eligible employees and dependants will be covered by the *Medical Services Plan of BC*. Effective January 1994, premiums will be borne one hundred (100%) percent by the Board.

Enrolment shall be effective on the first (1st) day of the month following the date of commencement of service.

28.05 Workers' Compensation

A regular or probationary employee injured during the course of employment with the Board, will receive full pay from the time of the accident for a period not to exceed twelve (12) months of absence. The Board will continue to pay the employee's salary at the usual rate for this period of time and the cheque received by the employee from the *Workers' Compensation Board* is to be turned over to the Board.

28.06 Group Life and Accidental Death and Dismemberment Basic Plan

Each employee will be covered for fifty thousand (\$50,000.00) Group Life and fifty thousand (\$50,000.00) Accidental Death and Dismemberment Insurance.

28.07 Optional Plan

Each employee may apply for an additional fifty thousand (\$50,000.00) Group Life and fifty thousand (\$50,000.00) Accidental Death and Dismemberment Insurance. This insurance requires medical evidence of insurability from each applicant and coverage will become effective only with the written approval of the insurer. No employee shall have his/her present benefits reduced by a change in carrier.

28.08 Cost

For employees covered only by the Basic Plan, the Employer will pay one hundred (100%) percent of the cost.

For employees covered by both plans, the total cost will be shared equally between the Employer and the employee.

28.09 Extended Health Benefits

Eligible employees and dependants will be covered by a mutually acceptable extended health plan which will include a Vision Care Option. Premiums will be borne one hundred (100%) percent by the Board.

28.10 Dental

Eligible employees and dependants will be covered by a mutually acceptable dental plan. Premiums will be borne one hundred (100%) percent by the Board.

For the purpose of employees enrolling in the Dental Plan, the Plan will be re-opened at two (2) year intervals for those employees who are not covered under other Plans.

Employees who enrol at this time must continue to be enrolled during the term of their employment with the School District.

28.11 Employee Assistance Program

All employees are covered by the Employee Assistance Program. The cost of the program shall be borne by the Board.

28.12 Long Term Disability

Eligible employees will be covered by the Public Education Benefits Trust (PEBT) LTD Plan. The Board will bear the administration cost of a LTD plan.

28.13 Spousal Benefits

For the purpose of the Article, spouse is the person to whom an employee is lawfully married, or the person with whom the employee has been co-habiting in a spouse/spousal relationship for a period of at least one year.

ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

29.01 The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the *Workers' Compensation Act* and the *Industrial Health and Safety Regulations*.

29.02 The Occupational Health and Safety Committee shall promote safety and sanitary practices, investigate and report as soon as possible on the nature and causes of an accident or injury, in compliance with the Industrial Health and Safety Regulations.

29.03 The Union shall appoint its members to the Occupational Health and Safety Committee.

29.04 Right To Refuse or Stop Unsafe Work

- a) A member of the Health and Safety Committee in conjunction with the District Occupational Health and Safety Officer shall have the right to stop any work considered unsafe or hazardous.
- b) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she or a member of the Health and Safety Committee believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and/or the District Occupational Health and Safety Officer and has been satisfactorily settled.

- c) The Board shall provide training in lifting of students and training in the use of appropriate mechanical lifting devices whenever it is required to effect lifting of students in a manner which reduces the risk of musculoskeletal injury to staff.

29.05 Violence in the Workplace

- a) Where an employee identifies a situation or circumstance which the employee feels constitutes a risk of violence to the employee or others, the employee shall report his or her concerns to his or her immediate supervisor.
- b) The employee's supervisor shall investigate the employee's concerns with the assistance of the District Health and Safety Officer, with a view to resolving the employee's concerns.
- c) If the concerns remain unresolved, the matter shall be referred to the District Health and Safety Committee to review and make recommendations to address the employee's concerns.

29.06 Support

- a) In circumstances where preventative measures have failed to prevent a violent incident resulting in the assault of an employee at work, the employee and the employee's family shall be entitled to assistance through the Employee Assistance Program.
- b) The Board shall provide reasonable, additional funding, if necessary, to the Employee Assistance Program to ensure the availability of counselling assistance to the employee and the employee's family.

29.07 Hearing Tests

The Board shall maintain a program for annual hearing test for employees who are engaged in work that potentially could cause hearing loss.

ARTICLE 30 - TECHNOLOGICAL CHANGE

30.01 Technological Change means:

- a) the introduction by the Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business, or

- b) a change in the manner, method or procedure in which the Employer carries on his work, undertaking or business that is related to the introduction of that equipment or material, but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

30.02 The Board will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machinery or seek other employment. No regular or probationary employee shall be displaced because of technological changes without having received one (1) week's notice, pay included, for each year of service, with a minimum of four (4) weeks, during which time he will be allowed up to five (5) hours a week with pay for the purpose of job interviews.

30.03 A regular employee working with video display terminals requesting temporary alternate employment, due to pregnancy, must produce a physician's certificate indicating the reason for the required change. Any change in assignment that may be accommodated shall be as selected by the Employer and paid at the classified rate for that assignment.

ARTICLE 31 - JOB SECURITY

31.01 In order to provide job security for the members of the bargaining unit, the Board will make every effort to secure the retention of the employees affected in the event of any change of the method or type of operation.

31.02 The Employer agrees that all work or services normally performed by the employees shall not be contracted, subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee if it would cause or prolong the layoff of any regular employee, or the loss of straight time work opportunity for any regular employee.

ARTICLE 32 - UNIFORM AND CLOTHING ALLOWANCE

32.01 The Board shall supply coveralls or smocks for employee use as mutually agreed.

ARTICLE 33 – GENERAL CONDITIONS

33.01 Indemnification

The Board shall be responsible for the reasonable and proper legal expenses of any employee of the Board where such expenses are incurred by the employee in respect of his/her defense to any charge or proceeding brought against him/her in connection with any criminal or quasi-criminal act alleged to have been

committed by the employee in the course of his/her employment and/or where such charge arose out of the proper operation by such employee of any equipment owned by the Board and where such defense resulted in the acquittal of the employee. Provided that the employee shall first obtain the written approval of the Board as to her/his choice of legal counsel and shall have provided the Board with full particulars of the alleged offence within a reasonable time after the charge has been laid against him/her.

33.02 Medical Examinations

New employees being hired are required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infection and contagious disease. New employees shall bear the cost of required examinations.

The Board reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Board will bear the cost of required examinations.

33.03 Dual Duties

- a) At any time where personnel are employed on dual duties such as School Bus Driver-Front End Man, School Bus Driver-Mechanic Helper, etc., they will be paid at the School Bus Driver's rate for eight (8) hours a day during the ten (10) months of the school year (September to June). Where personnel are employed at a higher rate, such as School Bus Driver-Mechanic, they will be paid at the Mechanic's rate for eight (8) hours a day during the ten (10) months of the school year (September to June).
- b) Part-time Bus Drivers working in departments other than the Transportation Department shall receive the Bus Driver's rate for the number of hours employed by the Transportation Department and the appropriate rate for the number of hours employed in another Division.
- c) Work performed by employees in 33.03 a) and 33.03 b) above during July and August shall be paid in accordance with the Wage Schedule.

33.04 Marshalling Point - Areas of Work

Employees being required to move from one area of work to another by means of their own transportation after having first reported for work within the School District shall be paid at the Board mileage rate from the Employer's base of operation to the job and return and be given a reasonable time allowance for travelling when required to do so outside of their normal working hours.

33.05 Transportation of Students

Transportation of School District No. 68 (Nanaimo-Ladysmith) students on either the society-owned buses or the alternate school buses shall be carried out by CUPE Local 606 drivers or external professional drivers only, except where otherwise mutually agreed upon by the parties.

33.06 Personnel Records

An employee shall have supervised access to and review of his/her personnel file.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record of which the employee was not aware may be introduced as evidence in any hearing.

An employee shall have the right to have copies of any material contained in his/her personnel file.

Any cost incurred in making copies will be borne by the employee.

An acknowledgement shall be placed in the personnel file that the file was reviewed.

Where a reprimand is placed in the personnel file of an employee, the employee may elect to have the record of reprimand removed two (2) calendar years after the filing, provided that no reprimand of a similar nature has been subsequently filed.

33.07 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.

33.08 Training

The Board and the Union agree to appoint three (3) members to serve on a Joint Training Implementation Committee which shall meet to draft recommendations regarding the implementation of a training program for employees, subject to available resources. These recommendations will be reviewed by the Board and the Union and will require the approval of both parties prior to implementation. Such recommendations will be presented to the parties by December 1st, 2000.

ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS

34.01 Normal working conditions presently in effect, shall continue for the duration of the Agreement, so long as they are not abused.

ARTICLE 35 - SINGULAR/PLURAL; MASCULINE/FEMININE

35.01 Whenever the singular or the plural, and the masculine or the feminine has been used in this Agreement, to the extent as is appropriate in the context, the other shall be applicable.

ARTICLE 36 – TERM OF AGREEMENT

36.01 This Agreement shall be binding and remain in full force and effect from the first (01) day of July 2006 to the thirtieth (30) day of June, 2010 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.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first above written by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

Signed on Behalf of:
The Board of School Trustees of
School District No. 68
(Nanaimo-Ladysmith)

Signed on Behalf of:
The Canadian Union of Public
Employees Local 606 (Mid Island
School Employees)

Chairperson

President

Secretary-Treasurer

First Regional Vice-President

**School District 68 (Nanaimo-Ladysmith)
CUPE Wage Schedule**

Level	Salary Grid	OCC Code	Positions	July 1/06	July 1/07	July 1/08	July 1/09
LEVEL 1							
	013101	A31A	Labourer 1	17.81	18.17	18.53	18.90
	013101	A31B	General Clerk	17.81	18.17	18.53	18.90
	013101	A31C	Supervision Aide	17.81	18.17	18.53	18.90
	013101	A31D	General Secretary	17.81	18.17	18.53	18.90
	013101	A31G	Crossing Guard	17.81	18.17	18.53	18.90
LEVEL 2							
				18.28	18.65	19.02	19.40
LEVEL 3							
	033301	C33E	Labourer 2	18.77	19.15	19.53	19.92
	033301	C33H	School Meals Assistant	18.77	19.15	19.53	19.92
LEVEL 4							
	043401	D34C	Caretaker	19.25	19.64	20.03	20.43
	043401	D34E	Library Clerk	19.25	19.64	20.03	20.43
	043401	D34G	Career Services Secretary	19.25	19.64	20.03	20.43
LEVEL 5							
	053501	E35B	Booking & Distribution Clerk	19.73	20.12	20.52	20.93
	053501	E35D	Groundsperson 1	19.73	20.12	20.52	20.93
	053501	E35G	Emergency Caretaker	19.73	20.12	20.52	20.93
LEVEL 6							
	063601	F36A	Maintenance Helper	20.21	20.61	21.02	21.44
	063601	F36B	Courier	20.21	20.61	21.02	21.44
	063601	F36J	School Secretary 1	20.21	20.61	21.02	21.44
	063601	F36K	Support Secretary – Human Resources	20.21	20.61	21.02	21.44

Level	Salary Grid	OCC Code	Positions	July 1/06	July 1/07	July 1/08	July 1/09
LEVEL 6							
	063601	F36L	Career Centre Assistant	20.21	20.61	21.02	21.44
	063601	F36M	Administrative Secretary	20.21	20.61	21.02	21.44
	063601	F36Q	IS Project Secretary	20.21	20.61	21.02	21.44
	063601	F36S	Support Secretary – International Student Ed	20.21	20.61	21.02	21.44
	063601	F36T	Cafeteria Attendant	20.21	20.61	21.02	21.44
LEVEL 7							
	073701	G37D	Receptionist/Switchboard Operator	20.69	21.10	21.52	21.95
	073701	G37E	Information Technology Assistant	20.69	21.10	21.52	21.95
	073701	G37K	School Meals Program Assistant	20.69	21.10	21.52	21.95
	073701	G37L	Student Support Services Clerk	20.69	21.10	21.52	21.95
	073701	G37O	Computer Assisted Instruction Learning Assistant	20.69	21.10	21.52	21.95
	073701	G37P	Admin Sec/Subfinder Clerk	20.69	21.10	21.52	21.95
	073701	G37T	Subfinder Clerk	20.69	21.10	21.52	21.95
	073701	G37V	Library Technician	20.69	21.10	21.52	21.95
LEVEL 8							
	083801	H38C	Aboriginal Education Assistant	21.17	21.59	22.02	22.46
	083801	H38G	Assistant Payroll Clerk	21.17	21.59	22.02	22.46
	083801	H38H	Student Records Clerk	21.17	21.59	22.02	22.46
	083801	H38K	Multi-cultural Support Worker	21.17	21.59	22.02	22.46
	083801	H38O	Senior Booking & Distribution Clerk	21.17	21.59	22.02	22.46
LEVEL 9							
	093901	I393	Aboriginal EA - Reconnect Program	21.63	22.06	22.50	22.95
	093901	I398	Storeskeeper	21.63	22.06	22.50	22.95
	093901	I399	Purchasing Assistant	21.63	22.06	22.50	22.95
	093901	I39A	Power Engineer	21.63	22.06	22.50	22.95

Level	Salary Grid	OCC Code	Positions	July 1/06	July 1/07	July 1/08	July 1/09
LEVEL 9							
	093901	I39B	School Secretary 2	21.63	22.06	22.50	22.95
	093901	I39D	Groundsperson 2	21.63	22.06	22.50	22.95
	093901	I39F	Print Shop Technician	21.63	22.06	22.50	22.95
	093901	I39G	Education Assistant II	21.63	22.06	22.50	22.95
	093901	139H	Educational Assistant II (ASD - POPARD)	21.63	22.06	22.50	22.95
	093901	I39K	Aboriginal Education Assistant Alternative	21.63	22.06	22.50	22.95
	093901	139L	Education Assistant – Alternative	21.63	22.06	22.50	22.95
	093901	I39N	Education Assistant – Alternative Foods Program	21.63	22.06	22.50	22.95
	093901	I39P	District Resource Clerk	21.63	22.06	22.50	22.95
	093901	I39Q	Aboriginal Education Tutor – Secondary	21.63	22.06	22.50	22.95
	093901	I39V	Accounts Payable Clerk	21.63	22.06	22.50	22.95
	093901	39KS	Korean Support Worker	21.63	22.06	22.50	22.95
	093901	39CA	Chef’s Teaching Assistant	21.63	22.06	22.50	22.95
LEVEL 10							
	104001	J40A	Secretary – Manager of Planning & Facilities	22.12	22.56	23.01	23.47
	104001	J40B	HR Administrative Secretary	22.12	22.56	23.01	23.47
	104001	J40C	Printer/Graphic Technician	22.12	22.56	23.01	23.47
	104001	J40J	Maintenance Office Assistant	22.12	22.56	23.01	23.47
	104001	J40M	Capital Asset & Inventory Control Clerk	22.12	22.56	23.01	23.47
	104001	J40N	Education Assistant II (ASD – Lovaas)	22.12	22.56	23.01	23.47
LEVEL 11							
	114101	K411	Help Desk/System Operator	22.60	23.05	23.51	23.98
	114101	K413	Senior Library Technician	22.60	23.05	23.51	23.98
	114101	K415	Human Resources Assistant (Teaching)	22.60	23.05	23.51	23.98
	114101	K416	Communications Assistant	22.60	23.05	23.51	23.98
	114101	K419	Human Resources Assistant (Support)	22.60	23.05	23.51	23.98
	114101	K41A	Facilities Budget/Rental Coordinator	22.60	23.05	23.51	23.98

Level	Salary Grid	OCC Code	Positions	July 1/06	July 1/07	July 1/08	July 1/09
LEVEL 11							
	114101	41AE	District Assistant – Aboriginal Education	22.60	23.05	23.51	23.98
	114101	K41B	Bus Driver	22.60	23.05	23.51	23.98
	114101	K41C	Payroll Clerk	22.60	23.05	23.51	23.98
	114101	K41D	Bus Driver/Mechanic Helper	22.60	23.05	23.51	23.98
	114101	K41E	School Secretary 3	22.60	23.05	23.51	23.98
	114101	K41G	Secretary – CTC (Interim)	22.60	23.05	23.51	23.98
	114101	K41H	Cement Mason/Fencer	22.60	23.05	23.51	23.98
	114101	K41J	Education Assistant 3	22.60	23.05	23.51	23.98
	114101	K41K	Career Services Assistant	22.60	23.05	23.51	23.98
	114101	K41M	Trainer / Caretaker	22.60	23.05	23.51	23.98
	114101	K41P	Community Schools Coordinator	22.60	23.05	23.51	23.98
	114101	K41Q	Secretary International Student Education	22.60	23.05	23.51	23.98
	114101	K41R	Dispatch Coordinator	22.60	23.05	23.51	23.98
	114101	K41S	Sprinkler Mechanic	22.60	23.05	23.51	23.98
	114101	K41V	Bus Driver/Front End Person	22.60	23.05	23.51	23.98
	114101	41AC	District Aboriginal Resource Co-ordinator	22.60	23.05	23.51	23.98
LEVEL 12							
	124201	L42A	School Accountant	23.08	23.54	24.01	24.49
	124201	L42B	Systems Application Specialist I	23.08	23.54	24.01	24.49
	124201	L42C	Welder Fabricator B	23.68	24.75	25.84	26.65
	124201	L42E	Recreation Activities Facilitator	23.08	23.54	24.01	24.49
	124201	L42F	Groundsperson 3	23.08	23.54	24.01	24.49
	124201	L42G	Senior Secretary Student Support Services	23.08	23.54	24.01	24.49
	124201	L42I	Chief Power Engineer	23.08	23.54	24.01	24.49
	124201	L42J	Payroll Accountant	23.08	23.54	24.01	24.49
	124201	L42K	Senior Payroll Clerk	23.08	23.54	24.01	24.49

Level	Salary Grid	OCC Code	Positions	July 1/06	July 1/07	July 1/08	July 1/09
LEVEL 12							
	124201	L42J	Payroll Accountant	23.08	23.54	24.01	24.49
	124201	L42K	Senior Payroll Clerk	23.08	23.54	24.01	24.49
	124201	L42L	Accountant	23.08	23.54	24.01	24.49
	124201	L42M	Painter	23.68	24.75	25.84	26.65
	124201	L42Q	Building Technician	23.08	23.54	24.01	24.49
	124201	L42R	Coordinator, School Meals Program	23.08	23.54	24.01	24.49
	124201	L42U	Youth Street Worker School Based	23.08	23.54	24.01	24.49
	124201	O45A	CUPE Executive Assistant	23.08	23.54	24.01	24.49
LEVEL 13							
	134301	M43B	HVAC Technician	23.55	24.02	24.50	24.99
	134301	M43C	Bus Driver/Mechanic	24.15	25.23	26.33	27.15
	134301	M43D	Gardener	23.55	24.02	24.50	24.99
	134301	M43E	Electrician	24.15	25.23	26.33	27.15
	134301	M43G	Computer Technologist	23.55	24.02	24.50	24.99
	134301	M43H	Electronics Technician	23.55	24.02	24.50	24.99
	134301	M43I	System Support Specialist	23.55	24.02	24.50	24.99
	134301	M43K	Carpenter	24.15	25.23	26.33	27.15
	134301	M43M	Buyer	23.55	24.02	24.50	24.99
	134301	M43N	HVAC/R Technician	24.15	25.23	26.33	27.15
	134301	M43O	Systems Applications Specialist	23.55	24.02	24.50	24.99
	134301	M43P	Painter/Sign Painter	24.15	25.23	26.33	27.15
	134301	M43Q	Furnace Mechanic	24.15	25.23	26.33	27.15
	144401	M43R	Carpenter/Locksmith	24.15	25.23	26.33	27.15
	134301	M43S	Carpenter/Roofer	24.15	25.23	26.33	27.15
	134301	M43T	Plumber/Gasfitter (B)	24.15	25.23	26.33	27.15
	134301	M437	Child, Youth & Family Support Worker	23.55	24.02	24.50	24.99

Level	Salary Grid	OCC Code	Positions	July 1/06	July 1/07	July 1/08	July 1/09
LEVEL 14							
	144401	N44A	Environmental Systems Technician	24.04	24.52	25.01	25.51
	144401	N44C	HVAC/R/Elec Technologist	24.04	24.52	25.01	25.51
	144401	N44D	Welder/Fabricator	24.64	25.73	26.84	27.67
	144401	N44F	Plumber/Gasfitter	24.64	25.73	26.84	27.67
LEVEL 15							
	154501	O45C	Capital Projects Coordinator	24.52	25.01	25.51	26.02
	154501	O45E	Capital Projects Coord/Enviro Systems Technician	24.52	25.01	25.51	26.02
	154501	O45F	Facilities Planner	24.52	25.01	25.51	26.02
	154501	O45G	IS Infrastructure Administrator	24.52	25.01	25.51	26.02
LEVEL 16							
	164601	1P46A	Occupational Health & Safety Officer	24.99	25.49	26.00	26.52
	164602	P46B	Systems Analyst/Programmer	29.95	30.55	31.16	31.78
	164602	P46C	Systems Applications Specialist II	24.99	25.49	26.00	26.52
	164602	O45B	CUPE President	29.95	30.55	31.16	31.78
	124201	O45A	CUPE Executive Assistant	23.08	23.54	24.01	24.49

PREMIUMS (on occupation codes)

	Jul 1/06	Jul 1/07	Jul 1/08	Jul 1/09
Lead Hand	.36	.37	.38	.39
Foreman	1.43	1.46	1.49	1.52
General Foreman	2.45	2.50	2.55	2.60
Electrical Contractors Licence	1.53	1.56	1.59	1.62

SIGNING LEVELS

	Jul 1/06	Jul 1/07	Jul 1/08	Jul 1/09
Level 1	.26	.27	.28	.29
Level 2	.51	.52	.53	.54
Level 3	.77	.79	.81	.83
Level 4	1.28	1.31	1.34	1.37

FIRST AID ALLOWANCE

	Jul 1/06	Jul 1/07	Jul 1/08	Jul 1/09
X Level 1 First Aid	.41	.42	.43	.44
I Level 2 Industrial First Aid	.82	.84	.86	.88
O Level 3 First Aid Occupational	1.02	1.04	1.06	1.08

SHIFT ALLOWANCE

	Jul 1/06	Jul 1/07	Jul 1/08	Jul 1/09
A Afternoon	.26	.27	.28	.29
B Bilingual Premium	.26	.27	.28	.29
D Day				
N Night	.31	.32	.33	.34
R Asbestos Removal Premium	1.28	1.30	1.33	1.36
S Saturday	.26	.27	.28	.29

BENEFIT SUMMARY FOR SUPPORT EMPLOYEES

The Board pays 100% of the premiums for Medical, Extended Health, Dental and Basic Life/AD&D on your behalf.

Health Benefits

BC Medical Plan covers most basic hospital and medical costs. Coverage for dependent children is up to the age of 19; or 25 if a full-time student at college or university.

Extended Health

This benefit covers additional expenses once your provincial coverage is exhausted, or expenses that are not covered under the provincial plan.

Hospital	80% coverage for private or semi-private accommodation
Drug	80% coverage for drugs which legally require a written prescription
Vision Care	80% coverage includes lenses and frames. Maximum benefit is \$200/24 months
Major Medical	80% coverage includes supplies and appliances. Hearing aids limited to \$300/child/60 months
Paramedical	80% coverage for physiotherapists, chiropractor, masseurs, naturopath, podiatrist, speech therapist, acupuncturist which is limited to \$100/person/calendar year.

There is a \$25 annual deductible fee.

Dental Benefits

Basic Services	100% coverage for maintenance check-ups, fillings, minor surgery, endodontics, periodontics, denture repairs and complex surgery
Major Restorative	60% coverage for dentures, bridgework, restorations
Orthodontia	50% coverage to a maximum of \$2,000/person/lifetime
Dental Fee Guide	Payment based on current CU&C Dental Fee Schedule

Survivor Benefits

Basic Life Insurance/Basic AD&D \$50,000

Optional Basic Life/AD&D Maximum coverage of \$50,000 on life of employee. The cost of the optional plan is an average of the cost for employees with optional and basic coverage with the employee paying 50% and the Employer paying 50% of the plan. For the purposes of completing the application form, if necessary, the policy number is 90814 and the Division is 001.

Optional (Dependent) Life This plan is offered on a strictly optional basis. It provides coverage in the amount of \$25,000 for spouse and \$10,000 for each child. The cost is \$3.65 and is borne entirely by the employee.

Letter of Understanding

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Aboriginal Education Support Staffing Process

Voluntary Transfer Process

Requests for transfer will be accepted from the following groups of employees:

- a) Support staff wishing to transfer from their current continuing Aboriginal Education support staff assignments into other Aboriginal Education support staff assignments, and
- b) Employees outside the auspices of Aboriginal Education Services, who meet the Board's hiring criteria for Aboriginal Education support staff assignments.

The position of any Aboriginal Education support staff employee applying for a transfer will become a part of the staffing pool.

Qualified employees outside of Aboriginal Education Services retain their current positions until this staffing process is complete.

Transfer requests must be made in writing to the Human Resources Support Staffing Officer, and must be received in the Human Resources Department **not later than the first Friday of June**.

Staffing Pool

The pool of assignments available will be comprised of the posted vacant position and the position of any Aboriginal Education support staff employee who applies for a transfer.

Vacancies will be filled on a senior qualified basis, from one bargaining unit wide seniority list. The list will include Aboriginal Education support staff who are currently on Recall, have been laid off, or who have requested a transfer, as well as qualified employees outside of Aboriginal Education Services.

Assignments resulting from this process will commence at the beginning of the following school year.

Signed at Nanaimo, in the Province of British Columbia,

This _____ day of _____, 2007.

For CUPE Local 606

For School District No. 68

Letter of Understanding

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Apprenticeship Program

The Board and Union agree to form a joint committee to explore apprenticeship programs in School District No. 68 (Nanaimo-Ladysmith) to include discussion of pre-apprenticeship programs. This may be in conjunction with other interested parties (i.e. - Malaspina College, Apprenticeship Board, Building Trades, etc.).

Signed at Nanaimo, in the Province of British Columbia,

This _____ day of _____, 2007.

For CUPE Local 606

For School District No. 68

Letter of Understanding

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Education Assistant Staffing Process

For the purpose of eliminating the disruption to Students caused by layoffs or postings of Education Assistant assignments, the Board will transfer Education Assistants, who otherwise would be laid off, to an assignment with equivalent hours, rate of pay, and the maintenance of benefits where applicable. The ultimate authority and responsibility for Education Assistant staffing remains with the Human Resources Department and the Director responsible for Student Support Services. The term Student Support Services includes Education Assistant I, Education Assistant II, Education Assistant III, and Education Assistant Alternate.

This agreement will not preclude Education Assistants bumping bargaining unit-wide outside the auspices of Student Support Services.

Employees hired into this department will be required to meet the Board's hiring criteria.

Transfer Process

In determining transfers, the special needs of students, school-based requirements, and employee preferences will be given equal consideration. The Human Resources Department and Director responsible for Student Support Services, in consultation with the school-based Administrator and Education Assistants, will determine placements in order of seniority. Education Assistants will be assigned to a school and/or a program and will be required to complete a probationary or trial period of ninety (90) days in accordance with the terms of the Collective Agreement.

Any reduction of Education Assistant staff will occur by August 31st of each year. The Union will be notified by Human Resources of all Education Assistant assignment changes or vacancies.

If, as the result of this assignment process there are insufficient vacancies to place all Education Assistants, those with the least seniority will be laid off with the right to go on recall or bump OUTSIDE the auspices of Student Support Services.

Should concerns arise with the administration or application of this Letter of Understanding, the parties will meet expeditiously. If the matter cannot be resolved by the parties, written submissions will be made to an agreed-upon Umpire for a recommended resolve. If this is not acceptable, Article 12.03 c) (Step III) of the Collective Agreement will apply.

Voluntary Transfer

Education Assistants will be provided the opportunity to notify the Human Resources Department of their desire to transfer, in writing, no later than June 30th. Hours will not be guaranteed

Employees outside the auspices of Student Support Services deemed qualified for an Education Assistant assignment will have the opportunity to notify of their intent to transfer into an Education Assistant assignment until June 30th annually.

Procedures

- Implementation day is **the first day of each school year**
- An Education Assistant laid off during the school year will be reassigned for the balance of the school year only
- The reassignment process will begin two weeks prior to the school year
- Parents of students entering the system will be informed by the Administrators of the rationale of this agreement.

Signed this _____ day of _____, 2007.

For CUPE Local 606

For School District No. 68

Letter of Understanding

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Compressed Work Week Agreement

Management Committee and the Union endorsed in principle the continuation of the compressed work week although there are contractual language issues to be resolved related to a formula being agreed to for the conversion of days into hours. Although these issues will be resolved in negotiations, the opportunity should be available to Employees and Supervisors wishing to participate in a compressed work week.

The original principles that were put forth by the Joint Compressed Work Week Committee and endorsed by the Labour/Management Committee have proven to be sound throughout the Pilot Project. These principles must always be adhered to if a compressed work week schedule is to be adopted.

Compressed Work Week Principles

- Service levels should be maintained to students, public and within the School District;
- There should be no increased cost to the District or loss of benefits to participating employees;
- Safety and security should be maintained;
- Participation in the program should be voluntary and be agreed to by both employees and management and may be terminated by either party;
- A compressed work week for one group should not adversely impact another work group.

While a compressed work week is available only for full-time employees (35 or 40 hours a week) supervisors are encouraged to provide part-time employees with flexibility in scheduling hours, provided the principles can be satisfied.

If employees and supervisors wish to participate in a compressed work week the following steps can be taken:

1. Determine your proposed weekly/bi-weekly schedule or hours of work with your Supervisor
2. Submit a written request to Human Resources for processing
3. Request forwarded to Management Committee for approval
4. Once approved, forward copies of the schedule to the Supervisor of the Payroll Department and the Director of Human Resources
5. Time sheets will reflect actual hours worked each day. A sick day, vacation day and a Statutory Holiday would appear as the hours normally worked on the flex schedule.

In accordance with Article 23.01 of the Collective Agreement sick days are accumulated at the rate of 1.5 days per month of service:

40-hour week employees - 1.5 days = 12 hours per month accumulation
35-hour week employees - 1.5 days = 10.5 hours per month accumulation

Either party reserves the right to discontinue this program upon thirty (30) days notice.

Signed this _____ day of _____, 2007.

For CUPE Local 606

For School District No. 68

Letter of Understanding

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Modified Work Program

Duty to Accommodate

The Parties recognize that employees who are temporarily or permanently disabled due to illness or injury may be able to fulfill some of their duties or other meaningful work on a full-time or part-time temporary or permanent basis.

The Parties agree to an early intervention program that will recognize abilities and enable employees to return to meaningful work as soon as practical.

The Board of School Trustees will develop policy and procedures to deal with disabled workers to ensure consistency in process.

1) Representatives

The Board will appoint a rehabilitation coordinator to manage the program. The Board will appoint a management representative and the Union will appoint a Union representative. The representatives will assist the coordinator on matters of procedures and policy.

2) Consultation

When the Employer considers an employee a candidate for early intervention, the Director of Human Resources will communicate with the employee and manager. The employee has the right to Union representation. The planned program will be discussed with the Employer, manager and Union prior to implementation. Details of the return to work will be provided in writing to the Union's representative.

3) Confidentiality

The Parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed. Contact with physician and access to medical information will not occur without the employee's consent.

4) Application

This program is applied to regular employees.

5) Pay and Benefits

- (a) Employees who are injured at work shall receive salary and benefits pursuant to Article 28.05 and any other relevant Article of the Collective Agreement.
- (b) Employees in receipt of salary indemnity benefits will not suffer adverse effect of entitlement by participating in a return to work program.

6) Assessments

- (a) Employees shall not be returned without confirmation from a medical professional that the duties identified as alternate/transitional work will not adversely affect the employee's current health condition.
- (b) The Board may utilize rehabilitation or occupational therapy professionals as a means to determine the degree of accommodation necessary for a safe return to work.

7) Postings

- (a) The Parties agree that disabled employees will be given preference to vacancies if qualified and that positions may be filled without posting.
- (b) In order to accommodate employees with limited abilities, positions may be modified and rated accordingly, if operationally reasonable.

- 8) The Employer will immediately notify and consult with the Union about all early interventions involving the return of an employee to work under a modified work program.

Signed this _____ day of _____, 2007.

For CUPE Local 606

For School District No. 68

Letter of Understanding

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Prevention and Management of Violence in the School District

The Board and the Union agree to strike a joint Board/Union Committee to develop a policy to recommend to the Board and the Union to deal with the prevention and management of violence in the School District to be incorporated into the Board's Health and Safety Policy.

In the development of its recommendations, the Committee shall consider the following:

- a. procedures in an effort to reduce the likelihood of violent incidents;
- b. procedures dealing with identified concerns of violence or potential for violence in the workplace;
- c. a process for education of all affected parties on the issue of violence in the District;
- d. a process for communicating to employees the Board's policy on violence once adopted;
- e. identify the circumstances where it may be appropriate to provide training to employees who come into contact with aggressive or potentially aggressive persons;
- f. recommendations on ways in which the effectiveness of any such policy will be measured.

Signed this _____ day of _____, 2007.

For CUPE Local 606

For School District No. 68

Letter of Understanding

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Multi-Use Facilities Staffing

The parties agree to the following terms and conditions for the staffing of any multi-use facilities which are run through School District No. 68 operated buildings or on School District No. 68 property that are used for educational purposes:

1. All terms and conditions of the Collective Agreement between the parties shall apply unless negotiated differently.
2. CUPE Local 606 shall retain jurisdiction over any and all positions defined in the Schedule of Collective Agreement.
3. The creation of any new positions and any resulting jurisdictional ownership shall be agreed to by all parties involved.

Signed this _____ day of _____, 2007.

For CUPE Local 606

For School District No. 68

Letter of Understanding

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Work Experience

CUPE Local 606 understands that the School District supports the concept of employment opportunity arrangements. With this in mind, the School District may enter into arrangements with other educational and vocational institutions and agencies to provide employment opportunities. Any such arrangements shall be mutually agreed between the parties.

These arrangements will apply to practicums and work experience programs.

Signed this _____ day of _____, 2007.

For CUPE Local 606

For School District No. 68

Letter of Understanding

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Hours of Work

Regular employees shall have the opportunity to add their name to a supplemental list for the purpose of indicating their interest in supplementing their work assignments.

The Board will post the supplemental list on all bulletin boards and send a copy to the Union on March 1st each year.

Employees who have had their hours of work reduced shall have the option of having their name added to the supplemental list and their name will appear on the next circulated list.

Employees are required to advise Human Resources of the times when they are not available for supplemental work.

Signed this _____ day of _____, 2007.

For CUPE Local 606

For School District No. 68

Letter of Understanding

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Calculation of Temporary Seniority

Clarification of Article 15.02(a) of the current Collective Agreement

Calculation of Temporary Seniority

For the purpose of applying for posted regular positions and for the purpose of shift assignment, temporary employees who have worked sixty (60) or more days will have a fixed temporary seniority date. This seniority date will be calculated by counting back from the date of implementation the number of working days equivalent to his/her total accumulated days of service.

For employees who have worked less than sixty (60) days and for new employees, a fixed temporary seniority date will be established once they have worked sixty (60) days. This seniority date will be calculated by counting back the number of working days equivalent to his/her total accumulated days of service.

- The accumulated sixty (60) days do not have to be continuous.
- Once the employee has successfully obtained a posted regular position or attained eight (8) months continuous temporary service, the Collective Agreement will apply.

This agreement is subject to revisiting with sixty (60) days notification by either party.

Signed this _____ day of _____, 2007.

For CUPE Local 606

For School District No. 68

Letter of Understanding

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Benefit and Sick Leave Review Committee

1. The parties shall establish a committee with up to four members from each party to review all employee benefits including sick leave, integration of sick leave to LTD, group insurance, extended health and dental, to identify changes that can be mutually agreed to by the parties. This benefit and sick leave committee shall complete this review no later than June 30, 2007.
2. Both parties must agree to recommendations that either party wishes to make.
3. The parties further agree that the application of any cost savings that are agreed to by the parties shall be applied to wage increases, benefit enhancements or future benefit increases as mutually agreed to by both parties, commencing at the earliest possible time as agreed by the parties. If there is no agreement on how any cost savings are to be used, no changes to the sick leave plans or benefits shall occur.
4. This ad hoc committee will conclude its duties following its review as provided in (1) above.
5. This letter of understanding will be deleted from the Collective Agreement when the review is completed on or before June 30, 2007, whichever occurs first.
6. The Employer withdraws its notice concerning Article 23.05

Signed this _____ day of _____, 2007.

For CUPE Local 606

For School District No. 68

