

COLLECTIVE AGREEMENT

between

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 411**

for the period

July 1, 2000 - June 30, 2003

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This Agreement made the 16th day of July, 2001.

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO. 33 (CHILLIWACK) in the Province of British Columbia, hereinafter referred to as the "EMPLOYER"
PARTY OF THE FIRST PART;

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 411
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress, representing those employees who are affected by this Collective Agreement and for whom it has been certified, 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 Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 **"Employee"** shall mean a person who is an "Employee" as defined in the Statutes of the Province.
- 1.2 **"Probationary Employee"** shall mean a person serving three (3) working calendar months from initial appointment as a Regular or School Term Employee to determine suitability for employment, (such period of time may be extended by mutual consent of both parties in writing). During the probationary period the new employee's transfer, lay-off, or dismissal shall be at the discretion of the employer. During the probationary period, employees shall not be entitled to the benefits provided by this Agreement except those benefits which an employee is entitled by statute.
- 1.3 **"Regular Employee"** shall mean an employee, full-time or part-time, who has successfully completed the probationary period and who is employed on a regular twelve (12) month basis.
- 1.4 **"School Term Employee"** shall mean an employee, full-time or part-time, who has successfully completed the probationary period and who is employed for the school term. Spring Break and Christmas school closures shall not be considered normal working days for school term employees.
- 1.5 **"Casual Employee"** shall be defined as an employee other than Probationary, Regular or School Term Employee.

A Casual Employee is employed to augment the regular staff or who is employed on a special project of limited duration not to exceed three (3) calendar months. Such periods of time may be extended by mutual consent of both Parties in writing.

A Casual Employee shall also be hired on a day to day basis to replace existing staff due to illness, leave of absence, WCB leave or vacation.

Seniority shall accrue for all casual employees on a daily basis in accordance with Article 7 for the purposes of job postings only. "Casual Employees" shall only be entitled to those benefits expressly accorded them in the agreement and those benefits mandated by statute.

1.6 **Temporary Assignments**

Temporary assignments to positions resulting from extended leaves of absence such as maternity leave, long term illness, Workers' Compensation or any other leave of absence granted under this Agreement where the duration of the leave is known to be longer than three (3) months, shall not be restricted to three (3) months but shall be for the duration of the leave granted. Such periods of time may be extended by mutual consent of the Parties.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement the management, supervision and control of the Employer's operation and the direction of the working force shall remain the exclusive function of

Management provided that such management and direction does not contravene the express provisions of this Agreement. The Employer shall exercise these rights in a manner that is fair and reasonable.

ARTICLE 3 - UNION RECOGNITION

3.1 Bargaining Agency

The Employer recognizes the Canadian Union of Public Employees, Local 411, as the sole and exclusive collective bargaining agency for all of those employees covered by its certificate of bargaining authority except those so excluded by virtue of the Statutes of the Province and those persons mutually excluded. (As listed in Appendix C.)

3.2 Negotiations

The Employer agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.3 Employee Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - UNION SECURITY

4.1 Union Membership

All present members of the Union shall maintain their membership in the Union as a condition of continuous employment. Present employees who are not members of the Union may continue as non-members provided that they contribute monthly an amount equal to the dues as established by the Union. New employees shall become members of the Union immediately upon the completion of thirty (30) calendar days and shall maintain their membership in the Union as a condition of continuing employment. The Employer agrees to notify prospective new employees of this requirement.

4.2 Union Dues

The Employer agrees, upon receipt of a signed authorization from the employee, to the check-off of Union dues, fees and general assessment levied in accordance with the Constitution and/or By-Laws of the Union. The Union agrees to advise the Employer of the

amounts of such Union dues and/or general assessments as may be determined from time to time by the said Union. The Employer upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and general assessments and shall forward to the Union the total of such amounts deducted, together with amendments to the list, of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

4.3 Monthly Union Meetings

Due to the nature of shift work, employees on the afternoon shift shall be allowed time off to attend one regular Union meeting per month; provided however, the employee's shift will be completed and the building will be ready for the next day's regular school activity. In certain schools designated by the Employer, one employee will remain on shift during the regular school year.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.1 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

5.2 (a) Local Bargaining Committee

A local Bargaining Committee shall be appointed and consist of not more than four (4) members appointed by the Employer, and not more than four (4) members appointed by the Union. The Union will advise the Employer of the Union nominees to the Committee. The parties agree that additional resource people may be brought in for meetings from time to time, as required.

(b) Function of Bargaining Committee

The Bargaining Committee shall meet under the terms, conditions and time constraints of the Statutes of the Province.

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc. shall be referred to the Bargaining Committee for discussion and settlement.

(c) Meeting of Committee

In the event either party wishes to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given, unless otherwise mutually agreed.

5.3 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. On all such occasions, the Employer shall be informed by the representative of his/her presence and the reason for it.

5.4 Labour/Management Committee

(a) Purpose of the Committee

In order to foster better relations between the Parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of the quality of work life in the District. The Committee shall have the power to make recommendations to the Union and the Employer.

(b) Composition of Committee

A Labour/Management Committee shall be established. The Employer and the Union shall each appoint a minimum of two (2) and a maximum of six (6) representatives to the Labour/Management Committee.

(c) Chair

The Chair of the Labour/Management Committee shall alternate between the Employer representative and a representative of the Union, or as mutually agreed.

(d) Meetings

Meetings of the Committee shall be held at the call of the Chair but in any event, not less often than four (4) times a year. Meetings shall be held as promptly as possible upon request in writing of either Party.

(e) Minutes

Minutes shall be recorded at each session and shall be reviewed and adopted at following sessions. The minute taker shall alternate between the Employer and the Union or as mutually agreed.

(f) Scope of the Committee

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion.

The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

The Committee shall not supersede the activities of any other committee of the Union or the Employer.

5.5 Time Off for Meeting

Any representative of the Union on labour management joint Committees who is in the employ of the Employer, shall have the privilege of attending joint Committee meetings held within working hours without loss of remuneration.

5.6 Bulletin Boards

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

5.7 Technical Information

The Employer shall make available to the Union, on request, information required by the Union for purposes of bargaining, such as job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans and other relevant documents which the employer has readily available, provided always that such information requested is not confidential and is the property of the Employer and that the Employer has a legal right to disseminate it.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Right to Have Shop Steward Present

(a) An employee shall have the right to have his/her steward, or Union Representative of his/her choice present at any discussion where supervisory personnel intend it to be the basis of formal disciplinary action. Where a supervisor intends to interview an

employee for disciplinary purposes which will become part of his/her employment record, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward to be present at the interview.

(b) Lists

The Parties shall exchange twice yearly in January and September a list of Supervisors/Shop Stewards showing names and locations of such individuals.

6.2 Application

Should any difference arise between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions governing the dismissal or suspension of an employee bound by the Agreement, and including any question as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in accordance with the following steps:

6.3 Procedure

(a) Step 1

Such difference or grievance shall be stated in writing and presented by the employee and a representative of the Union in person to the employee's supervisor within five (5) working days directly following the date when the grievor became aware of the grievance.

(b) Step 2

If the difference is not satisfactorily settled under Step 1 then, within two (2) working days after the completion of Step 1, the employee shall submit the grievance in writing to the Superintendent of Schools or his/her designate.

(c) Step 3

If the grievance is not satisfactorily settled under Step 2, within five (5) working days of the submission the grievance shall be referred to the Joint Grievance Committee which shall consist of three (3) Union members and three (3) members from the District. The Committee shall meet within ten (10) working days of the grievance's referral to Step 3. If a settlement is not reached within seven (7) working days of this meeting, the matter may be sent to arbitration.

(d) Arbitration

- (i) A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other, in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within five (5) calendar days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairman. Should the representatives fail to select such a third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.
- (ii) If there is mutual agreement between the Parties, a single arbitrator may be substituted for the Arbitration Board established in this Article. The expenses of the arbitrator shall be shared equally between the Parties.
- (iii) Within fourteen (14) calendar days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement.
- (iv) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.

(e) Time Limit

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

If a grievance has not advanced within the time limits set out above, the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

- (f) The Employer may raise issues it wishes resolved at Step 3 providing the issues are raised within fourteen (14) days of the Employer becoming aware of the matter and shall notify the Union in writing clearly identifying the issue at hand and providing the Union with sufficient time to investigate. Dates for such process shall be mutually agreed upon by both parties.

6.4 Expedited Arbitration

- (a) Either party may request a grievance be dealt with under the Expedited Arbitration Procedures. Such request shall be confirmed in writing. The party receiving such a request shall respond within five (5) working days and confirm their response in writing. A grievance shall not be considered for Expedited Arbitration until the grievance procedure under the Collective Agreement has been exhausted.
- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one calendar month.
- (c) The location of the hearings is to be agreed by the parties.
- (d) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the B.C. Labour Relations Code.
- (f) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (g) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
- (h) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (i) The expedited arbitrators, who shall act as sole arbitrators, shall be Don Munroe, Steven Kelleher, Allan Hope.
- (j) The Arbitrator shall have the power and authority to conclusively settle the dispute and his/her decision shall be binding on both parties. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any agreement which it deems just and equitable.

- (k) The parties agree that it is not their intention to utilize Section 104 of the Labour Relations Code as long as the above noted provisions are in effect.

ARTICLE 7 - SENIORITY

7.1 Seniority Defined

Seniority is defined as the length of service of an employee with the Employer. Seniority shall apply bargaining unit wide and shall be effective the date of hire upon attaining a posted position.

7.2 Casual Seniority

Casual employees accrue seniority by the number of days worked to a maximum of 520 days. This seniority shall be applicable for the purpose of applying for posted positions as per Article 8.1.(b)(i).

A casual employee who is successful in attaining a posted position shall upon completion of the probationary period be credited with all days worked in the 24 calendar months prior to attaining a posted position to establish a seniority date.

Note: Supervision Assistants hired after June 30, 2000 shall accrue casual seniority.

7.3 Mobility of Seniority

An employee who transfers or is transferred from one Division of the Bargaining Unit to another, for any reason, shall retain his/her service seniority from his/her original date of employment.

7.4 Probationary and Casual Employees

Probationary and casual employees applying for posted positions shall be entitled to have their days of actual work for the Employer considered when evaluating their suitability for the position, although they have no seniority under this Article. After completion of the probationary period however, seniority shall be cumulative for the 24 month period immediately preceding the probationary period for the purpose of promotion.

7.5 No Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

7.6 Loss of Seniority

An employee shall only lose his/her seniority in the event:

- (a) He/she is discharged for just cause and is not reinstated.
- (b) He/she resigns.
- (c) He/she is absent from work in excess of five (5) consecutive working days, without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) He/she fails to return to work following a lay-off within seven (7) calendar days 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 his/her current address.
- (e) Employees who are laid off and have less than one (1) year's continuous service shall retain their seniority rights for six (6) months. Employees who are laid off and have more than one (1) year's continuous service shall retain their seniority rights for one (1) year.
- (f) Loss of seniority shall mean loss of all rights as an employee.

7.7 Transfers Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. An employee who consents to transfer, for any reason, to a position which he knows to be outside the Bargaining Unit shall not then initiate proceedings to have that position included in the Bargaining Unit.

7.8 Seniority List

An up to date seniority list as at December 31 will be sent to the Union on or before March 31 annually. The Employer shall maintain a seniority list showing the seniority date for promotion purposes.

ARTICLE 8 - STAFF CHANGES

8.1 Appointments

(a) Job Posting

- (i) Where vacancies exist or new positions are created, notice thereof will be posted on the Bulletin Boards and a copy mailed to the Secretary of the Union, a period of eight (8) working days before the appointment is made. Such posting and notice shall contain the following information: nature of position, required ability, location, shift, hours of work, wage rate or salary range. The job description for the position shall be attached to the job posting. The Employer agrees to advise the Secretary of the Union and unsuccessful applicants in writing of the name(s) of the successful applicant(s) within five (5) working days of the appointment. Postings for Utilitymen vacancies will indicate the major emphasis of duties, e.g. buildings or grounds, while remaining flexible, and Utilitymen on staff may apply for the vacancy.

(ii) Leave of Absence Replacements

Leaves of absence of six (6) months or greater which commence prior to the start-up of school or end on June 30th will be posted provided that at least thirty (30) days notice has been given. In the case of serious, long-term illness which will be of six (6) month's duration or greater, the period of notice shall be waived. If any vacancy arises from the above postings, it may be filled with a casual employee.

(b) Selection Criteria

In making appointments, promotions and transfers, the required knowledge, ability and skills for the position as determined by the Board, shall be the primary consideration, and where two or more applicants are equally capable of fulfilling the duties of the position, seniority, as defined in this Agreement shall be the determining factor. However, in all instances present employees shall be given preference when suitably qualified.

- (i) The casual seniority *and seniority earned as a Supervision Assistant* shall be applicable after the Employer has considered regular, school term and probationary employees with a greater number of days of employment with the Employer.

In the event of a grievance, the Employer bears the onus of proof that the selection decision was consistent with this provision.

(c) Trial Period

In the event an employee is promoted or transferred to a new position, he/she shall be considered to be on trial for a period of not more than forty-five (45) working days. If, at any time during the trial period the employee is not considered satisfactory in the new position, he/she shall be returned to his/her previous or similar position and shift without loss of seniority. If, at any time during the trial period the employee wishes to return to his/her previous or similar position, he/she shall be returned without loss of seniority if mutually agreed by all employees affected.

(d) Performance Reviews

Performance reviews will be conducted every two years. At the Employee's request or at the Employer's discretion these reviews may be conducted more frequently.

(e) Adverse Report

Wherever the conduct or the work standards of an employee is of such a nature to warrant written disciplinary action, or a written warning of disciplinary action or written adverse report, the Board shall notify the employee of its dissatisfaction, with a copy to the Secretary of the Union. The employee's written reply if any, shall become part of his/her record.

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following suspension or disciplinary action provided there has been no further disciplinary action taken against that employee for a similar incidence.

After twenty-four (24) months, upon written notice from the employee, the Superintendent may seal a record in the personnel file and this record may only be opened to determine its applicability to additional disciplinary matters.

(f) New Position Information

When an employee begins a new position or is given a new assignment, the Employer will provide any available information regarding the new position or new assignment.

8.2 Layoffs and Recalls

(a) Definition

A layoff shall be defined as a reduction in work force or a reduction in the normal hours of more than twenty (20) percent.

A reduction in hours of twenty (20) percent or less for an employee may be accumulated and the employee subject to layoff procedures upon exceeding twenty (20) percent reduction any time during a five (5) year period.

(b) Notice of Layoff

- (i) The Employer shall notify employees in writing who are to be laid off temporarily for up to four (4) weeks, five (5) working days before the layoff is to be effective.
- (ii) The Employer shall notify employees in writing who are to be laid off temporarily for more than four (4) weeks and up to thirteen (13) weeks, fifteen (15) working days before the layoff is to be effective.
- (iii) If the employee laid off has not had the opportunity to work the prescribed days after notice of temporary layoff, he/she shall be paid in lieu of work for that part during which work was not made available.
- (iv) The Employer shall notify employees in writing who are to be laid off permanently or in excess of thirteen (13) weeks, in accordance with the Employment Standards Act (see addendum), except that the two (2) weeks notice provided in Section 42(1)(a) shall become fifteen (15) working days.

(c) Severance Pay

An employee who is laid off shall receive severance pay in accordance with the undernoted schedule:

Less than 1 year service:	0%
After completion of 1 year service:	
- For each completed year of service up to 2 years	.8%
- For each additional year of service up to a	

	total of 5 years	1.6%
-	For each additional year service	3.2%

The percentage shall be of current annual salary based on current hours of work at the time of layoff to a maximum of six (6) months annual salary.

The employee may elect to receive severance pay at any time during the first sixty (60) days following notice of layoff. An employee whose employment is so terminated, instead of electing severance pay may elect to have his/her name placed on a recall list for a period of one (1) year following date of termination.

An employee who elects to receive severance pay shall have no further right of recall or re-employment.

An employee who receives severance pay and is subsequently rehired by the employer shall retain any payment made, but the calculation of years of service for the purpose of a future layoff will commence with the date of rehiring.

(d) Layoff, Bumping, and Recall Procedure

- (i) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority and shall be recalled in order of their seniority, providing he/she is qualified to do the work he/she is recalled to and provided he/she has retained recall rights.
- (ii) All employees laid off or displaced shall be entitled to bump other employees in accordance with their seniority. Any employee displaced by this procedure shall be entitled to the same bumping rights. The right to bump shall include the right to bump into an equivalent or lower classification. Employees wishing to utilize their rights under this clause shall notify the Employer within three (3) working days after receiving the notice of layoff in writing. In accordance with this Article, it shall be the Employer's choice as to the position each employee shall bump into with prior consultation with the Union.
- (iii) All employees who are on the recall list shall be deemed to have applied for all posted positions within their Division and shall be deemed to be recalled when they are the senior applicant and qualified for the position. The employee has the right to refuse the posting and still maintain his/her recall rights. In the event that the time limit for recall expires while a vacancy exists the time limit for recall shall be extended until all related vacancies have been filled.

(e) Entitlement to New Position

If an employee who has been laid off is qualified for a position, he/she shall have an opportunity for re-employment before a new employee is hired for the position provided recall rights have been retained in accordance with paragraph (b).

(f) Emergencies

When weather makes regular work impossible or in times of emergencies, the above clauses may be set aside. In such cases a meeting of representatives of the Employer with the Union executive shall be called within five (5) calendar days to assist in the reorganization of work in a way which will comply from the start of the emergency with the intent of this Article.

8.3 Suspensions and Terminations

(a) Suspension

Any employee may be subject to immediate suspension for proper cause, subject to established grievance procedure as outlined in this Agreement.

(b) Dismissal

Any employee, may for proper cause, be dismissed without notice and subject to Statutory Regulations, may be deprived of benefits that he/she would otherwise receive on retirement, or, at the discretion of the Employer, such notice and benefits as the Employer may authorize, provided, however, that any employee so dismissed shall have the right to grieve (Article 6).

(c) Notice of Resignation

An employee shall be required to give at least one (1) month's notice, where possible, in writing, of his/her intention to resign.

(d) Retirement

All employees shall retire according to the provisions of the Municipal Superannuation Act unless otherwise mutually agreed between the parties.

8.4 Notice of Staff Changes

The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement, is hired, promoted, demoted, transferred, laid off, recalled or is suspended or when his/her employment is terminated.

ARTICLE 9 - HOURS OF WORK

9.1 Regular Full-Time Employees

The normal hours of work per day of regular full-time employees (excluding bus drivers) are as follows:

Custodial, Maintenance and Transportation employees (excluding bus drivers)	8.0 hours
Cafeteria	7.5 hours
Clerical and Teacher Assistants	7.0 hours

The above hours per day are exclusive of meal time, five (5) days per week, Monday through Friday inclusive.

The above calculations are based on thirty-five (35) - forty (40) hours per week, fifty-two (52) weeks per year.

9.2 Part-Time Employees

The normal hours of work for all employees who work less than full-time hours (excluding bus drivers) shall be defined as those hours the employee was initially assigned to upon appointment to the District or reassigned to through subsequent posting, Monday through Friday.

9.3 Teacher Assistant Consultation

If the Board requires a teacher assistant to engage in a consultation process with a teacher(s), administrative officer, or parent outside normal working hours, or to participate in the preparation of individual education plans, compensation will be provided by the Board consistent with the Collective Agreement.

9.4 Supervision Assistants

Supervision Assistants are School Term Employees.

Unless otherwise determined, Supervision Assistants are employed Monday through Friday only on days when students are in attendance.

9.5 Bus Drivers

The provisions of this Article apply to school term bus drivers except as hereinafter modified.

Bus Drivers are guaranteed a base of one thousand and ninety (1090) hours per school year. Guarantee consists of 1090 hours divided by possible working days in a school year times actual number of days worked. This excludes Saturday and Sunday and General holiday trips.

- (a) Regular shift is defined as the conveyance of passengers to school in the morning and home in the afternoon.
- (b) Extra shift is defined as the conveyance of passengers for extra-curricular activities and conveyance of kindergarten passengers in the midday to and from school.
- (c) Shifts shall be paid at a minimum of two (2) hours and drivers' time will be uninterrupted if less than one-half ($\frac{1}{2}$) hour remains between shifts.
- (d) All work after nineteen hundred (1900) hours on those days on which the regular shift has been worked shall be deemed to be overtime. *After twelve (12) hours from the start of the regular shift, work will be deemed as overtime.*
- (e) Hours of work consisting of regular and extra shifts *and overtime* are shared as equally as possible amongst drivers. Each driver has the opportunity to choose a percentage of the work available beyond one's guaranteed hours, although the decision of the Employer will prevail. *If no drivers are available, other transportation department staff may share the work.*
- (f) Where School District transportation is used for extra-curricular trips on Saturdays, the following applies instead of the overtime rates in Article 10.2:
 - (i) Trips, where travel is outside Chilliwack School District boundaries shall be paid:
 - (i.i) Time and one-half ($1 \frac{1}{2}$) regular rate for driving to and from destination.
 - (i.ii) Upon arrival at destination, waiting time shall be paid at the regular rate of pay.
 - (ii) Trips that are within the Chilliwack School District boundaries shall be paid at time and one half ($1 \frac{1}{2}$) with no shift being paid less than four (4) hours.

- (iii) Trips that are cancelled where the driver positions into departure point/school shall be paid at two (2) hours at one and one half (1 ½) times the regular rate.
- (iv) All work carried out in this sub paragraph 9.5(f) shall be on a volunteer basis and shared as equally as possible. All Transportation employees may participate and shall be paid at the Bus Driver rate of pay.
- (g) Work carried out on Sundays or General Holidays shall be paid in accordance with the current contract rates.
- (h) At the end of each school year a review of school bus drivers' hours of work will be made to ensure minimum guarantee is met. Any shortages will be paid out.

9.6 Shifts and Shift Differentials

Shift differentials do not apply to overtime hours.

(a) Second Shift

Where the major portion of an employee's, other than bus drivers and custodians, shift occurs after fifteen hundred (1500) hours, the employee shall be paid a shift differential of three percent (3%) of their hourly rate per hour for the entire shift worked.

(b) Third Shift

Where the major portion of an employee's, other than bus drivers and custodians, shift occurs after twenty three hundred (2300) hours, the employee shall be paid a shift differential of six percent (6%) of their hourly rate per hour for the entire shift worked.

(c) Differential - Custodial Staff

Custodial hourly rates include shift differential for second, split, and with the exception of an additional two percent (2%), the third shift.

(d) Special Shift

A special shift may include Saturdays, however, no employee will be required to work more than five (5) days in a seven (7) day period without the payment of

overtime rates, and provided further that the employee shall be entitled to two (2) consecutive days off, one of which will be Sunday.

When and where a special shift occurs, and the hours of such shift are outlined in principle, in the sub-sections entitled "Second Shift" or "Third Shift" then the provisions of the said sub-sections are applicable to such special shift.

In the event of an extended school week being established, a regular shift may be established consisting of five (5) consecutive days commencing Tuesday.

(e) Temporary Shifts for Inside Clerical Workers

We herein recognize that there may arise a temporary need for shift work among inside clerical employees during peak periods throughout the year and therefore set forth hereunder the principles which shall apply to implementing temporary shift work:

- (i) Adequate notice shall be given by the Employer to the Union which notice shall not be less than five (5) working days or one (1) clear calendar week.
- (ii) Temporary shifts for clerical employees may be in two (2) seven (7) hour non-broken shifts, meal time excluded, commencing not before seven hundred (700) hours and continuing not later than twenty-two hundred (2200) hours. Temporary shifts shall not exceed ten (10) working days in any one period.
- (iii) The date and plan of implementation and the allocation of employees shall be with the fullest consultation and cooperation of the Union to ensure adequate coverage by qualified employees.

9.7 Reporting

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours regular rate of pay; and in the event the employee commences work, a minimum of four (4) hours regular rate of pay shall be paid.

9.8 Rest Periods

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

There shall be no rest periods during shifts of less than two (2) hours.

9.9 Notice of Shift

Except in circumstances beyond the control of the Employer, five (5) days notice shall be given before a change of the regular shift. At least eight (8) hours rest shall be provided between shifts.

9.10 Schedule Changes

Except in circumstances beyond the control of the Employer, all clerical and teaching assistant staff will be given forty-eight (48) hours notice in the case of a change in work days, start, or quit times.

9.11 School Closing

Unless school is in session, all School District operations will close at fifteen hundred (1500) hours on the working day prior to Christmas and New Years Day. This provision is for employees at work on those days.

ARTICLE 10 - OVERTIME

10.1 Overtime Authorized

All overtime shall be pre-authorized by the employee's immediate Supervisor. All time worked beyond the normal full-time work day referred to in Article 9, the normal full-time work week, or on a holiday, shall be considered overtime.

Employees may choose to take time off in lieu of overtime at a mutually agreed time. Employees must indicate their choice on their time-sheet. Overtime necessitated by community use of schools shall be exempted from this option. Overtime in excess of eighty (80) hours in any one year necessitated by heating requirements shall also be exempted from this option.

10.2 Overtime Rates

All hours work in excess of those normally worked by a full-time employee in a day shall be paid for as follows:

- (a) one and one-half (1 ½) times the regular rate for the first three (3) hours of overtime in a normal working day.
- (b) double (2) time for all hours in excess of three (3) hours overtime in a normal working day.

Overtime shall be calculated to the next quarter (1/4) hour.

Custodial, Maintenance and Transportation employees (excluding bus drivers) based on eighty hours bi-weekly shall be paid double (2) time after forty-eight (48) hours per week.

Cafeteria employees based on seventy-five (75) hours bi-weekly shall be paid double (2) time after forty-five (45) hours per week.

Clerical employees based on seventy (70) hours bi-weekly shall be paid double (2) time after forty-two (42) hours per week.

10.3 Overtime Saturdays/First Day of Rest

Any hours worked on a Saturday as on the first normal day of rest, shall be paid for at the rate of double (2) time.

10.4 Overtime Sundays or Second Day of Rest

All hours worked on a Sunday, General Holiday or on the normal second day of rest, shall be paid for at double (2) time, in addition to any holiday pay which may be payable.

10.5 Overtime, Community Use of Schools - Custodial Staff

All hours worked opening, closing, cleaning, setting up and taking down, shall be subject to the overtime provision of Article 10.

All hours worked providing on site supervision of Community Use shall be paid at regular rate.

Employees may accumulate a maximum of forty-eight (48) hours of time off in lieu of overtime, per calendar year, while working Community Use.

10.6 Overtime Allocation

Overtime and weekend work shall be divided as equally as possible among the employees of the unit or building who are capable to perform the work available.

A current up-to-date duty roster shall be maintained by the non-bargaining unit supervisor and the employees shall have access to it.

10.7 Call-Out

An employee who is called from his/her residence and subsequently returns to his/her residence, to work outside his/her regular working hours shall be paid for time worked at overtime rates of pay for time worked as provided in this Agreement, or a minimum of two (2) hours' pay at *double time* rate of pay, whichever is greater. Time worked shall be computed from the time the employee commences to work until he has completed the work for which he was called out or until he is instructed to cease work.

Call-out shall not apply if an employee has been notified of overtime while on his/her regular shift.

ARTICLE 11 - GENERAL HOLIDAYS

11.1 Days Applicable

The following are the general holidays which shall apply:

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 general holiday proclaimed by the Federal, Provincial or Municipal Governments.

11.2 Regular and School Term Employees

- (a) It is the purpose of this Article to guarantee a minimum of eleven (11) general holidays to all regular employees.
- (b) School Term employees will be paid for all general holidays falling within their period of employment, and/or all general holidays where the employee has worked or received pay for fifteen (15) working days in the prior thirty (30) calendar day period and/or all general holidays where the employee has received wages for the working day preceding or the working day following the holiday.

- (c) Employees who work less than full days or full weeks shall have general holidays prorated on the basis of hours of work per week relative to a full-time employee. Such employees shall be entitled to the prorated general holiday or the Employer shall pay the employees in lieu of such holiday at their regular rates of pay.
- (d) A newly appointed employee with work experience in the six (6) months preceding the general holiday, who has worked for the Employer for fifteen (15) days or more, shall be entitled to general holiday pay for a general holiday falling the day immediately preceding his/her date of hire.

11.3 Fall on Day of Rest

When any of the above noted general holidays fall on Saturday or Sunday and are not proclaimed as being observed some other day, the following Monday, when one day is involved, shall be deemed to be holidays unless other arrangements be made by mutual agreement.

11.4 Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal day's pay. Employees who are required to work shall be paid in accordance with the overtime provisions in Article 10 of this Agreement.

11.5 Holidays on Day Off

When any of the above noted holidays fall on an employee's scheduled day off for those employees who work other than the normal work week, Monday to Friday, inclusive, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 12 - ANNUAL VACATIONS

12.1 Regular Full-Time Employees

- (a) All regular full-time employees shall receive an annual vacation with pay, on the following basis:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
During 1st year	1.25 working days per month to maximum 15 days or 6%, whichever is greater
1 year or more	15 working days
8 years or more	20 working days
<i>12 years or more</i>	<i>25 working days</i>
<i>18 years or more</i>	<i>30 working days</i>

plus one day for each year after 20 years.

- (b) For the purpose of this section, calendar year shall be the period of January 1st to December 31st, inclusive.
- (c) Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at January 1st, shall be considered to have completed their first (1st) calendar year of service for vacation purposes, but unearned vacations taken will be deducted from the employee if he/she leaves employment prior to earning them.

12.2 Regular Part-Time and School Term Employees

All regular part-time and school term employees shall receive a vacation entitlement calculated as a percentage of gross annual straight time earnings determined in accordance with the provisions of Article 12.1; fifteen (15) working days equals six (6) percent, twenty (20) working days equals eight (8) percent, twenty-five (25) working days equals ten (10) percent, thirty (30) working days equals twelve (12) percent.

12.3 Vacation Pay During School Closures

School term employees who do not normally work during the Christmas and Spring Break school closures shall receive vacation pay in accordance with the percentage provisions of Article 12.2. Employees will receive a vacation pay advance to cover the days not worked during the Christmas Break. Any vacation entitlement accrued will be paid out at Spring Break to a maximum of five (5) days. The balance will be paid the last pay period in May. Vacation entitlement earned in June will be carried forward to the following school year.

This clause does not apply to Bus Drivers who shall receive their vacation entitlement paid out each pay period.

12.4 Vacation Schedules

Vacations for regular employees shall be taken at a time mutually agreed upon by the employee and his/her Supervisor.

12.5 Vacation Pay Date

Where an employee has mutually agreed with the Supervisor to take his/her annual vacation entitlement in one (1) unbroken vacation or any combination of five (5) consecutive working days, payment for the period to be taken shall be made at least one (1) day before the beginning of the employee's vacation. It shall be the employee's responsibility to notify the Payroll Department at least five (5) working days prior to his/her last day worked.

12.6 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence, provided written notice is given to the Employer as soon as the need arises. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the mutual agreement of the employee and his/her Supervisor.

12.7 *Vacation Credit During Leave of Absence*

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, for a cumulative period of four (4) weeks or greater during a calendar year, he/she shall not receive vacation credit for the period of such absence, but shall retain his/her cumulative credit.

ARTICLE 13 - SICK LEAVE PROVISIONS

13.1 Definition

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or under medical treatment, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

13.2 Entitlement

- (a) Regular full-time employees will be subject to the full sick leave provisions stated herein.
- (b) Regular part-time and school term employees shall receive sick leave prorated in accordance with hours of work per month relative to hours of work of a regular full-time employee.

13.3 Accumulation

Employees shall be entitled to accumulate a maximum of eighteen (18) working days each year (calculated at the rate of one and one-half (1 ½) days per month up to a total maximum accumulation of one hundred fifty (150) working days at full pay.

Sick leave shall not accrue during unpaid leave of absence or layoff except maternity/parenthood leave (Article 14.6) but earned credits will be retained.

13.4 Extension of Benefits

Notwithstanding the foregoing sections, the Employer may grant further periods of sick leave in special circumstances. Such periods shall not normally exceed eighteen (18) working days and shall be recovered by the Employer as the employee earns additional credits and moreover if not repaid shall be deducted from wages if or when the employee loses status as an employee for any reason.

13.5 Responsibility to Report

An employee shall be required to report in, by telephone, to his/her Supervisor prior to commencement of the shift unless the expected total period of absence has already been made known to the Employer. When such period has elapsed or is expected to be exceeded, however, the employee shall report before the first (1st) working day following the stated period, to his/her Supervisor. Failure to follow the reporting procedure may jeopardize the employee's right to sick pay unless proof of extenuating circumstances can be produced which made reporting impossible.

13.6 Medical Certificate

A medical certificate may be required by the Employer as proof of sickness. Such request will be made, where possible, when the employee reports sick, during his/her period of illness, or on his/her first (1st) day back. The Board will pay the cost upon presentation of the bill, of any such certificate that it requests.

Proven abuse of sick leave shall be deemed cause for suspension or dismissal.

All medical examinations required by virtue of an employee's job to be paid by the Employer.

13.7 "Red-Circled" Sick Leave Gratuity

(a) The sick leave days accumulated by an employee up to and including December 31, 1971 (maximum ninety (90) days), shall be red-circled for payment to the employee, upon retirement, at his/her then rate of pay. The employee may draw upon the red-circled balance for sick leave purposes but those days taken shall not be replaceable. The provisions of Section 4 above may apply for such days taken from the red-circled balance.

(b) Payment upon retirement shall be in accordance with the following schedule:

<u>Age on Date of Retirement</u>	<u>Percent of Unused Red-Circled Sick Leave</u>
60 - 65	100%
59	95%
58	90%
57	85%
56	80%
55	75%

(c) An employee retiring with thirty-five (35) years continuing service in the school district and age fifty-five plus (55+) will receive one hundred (100) percent of unused red-circled sick leave.

13.8 Current Sick Leave Gratuity

Upon completion of the third (3) calendar year of service, an employee shall be entitled, on a year by year basis, to a gratuity payment of one-third (1/3) of the unused current balance of sick leave at December 31st, at the rate of pay then in effect, providing the employee, other than a retiring employee, is on staff at December 31st. A retiring employee shall be paid any sick leave gratuity owing to him/her on the date of retirement. If mutually agreed between the Employer and employee, the employee may choose time off in lieu of the payment, to be taken at a time mutually agreeable to both parties. It is understood that such leave shall not interfere with the efficient operation of the Board. However, every effort shall be made to grant time off, where requested. This option shall apply only to all full days accumulated with any remaining part days to be paid on payroll. Choice of time off must be declared prior to January 31st following the year that the leave is accumulated and must be taken in that following year. *The employee may opt to maintain sick leave in their sick bank rather than take time off in lieu or the gratuity payment.*

The gratuity will be paid in the following month of *February*, and the balance of unused sick leave, two-thirds (2/3) will be cumulative for sick leave purposes only to a maximum of one hundred fifty (150) days.

13.9 Sick Leave Payout Upon Retirement

Effective May 1, 1998 the Employer shall pay to all those employees who retire from the District, an amount equal to 33 1/3% of the balance of what remains in their sick leave account at date of retirement. Retirement for the purpose of this section applies to anyone eligible to receive a pension or age 55 or better. This does not include layoff or termination for cause.

13.10 Records

The Employer shall provide each employee with an annual statement of accumulated sick leave and details of red-circled sick leave for gratuity and for sick leave purposes as of December 31st.

13.11 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit.

ARTICLE 14 - LEAVE OF ABSENCE

14.1 Union Business Leave

- (a) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer with respect to a grievance or time off during working hours to complete Union financial transactions with the bank.
- (b) Official representatives of the Union may be granted leave of absence without pay upon written request to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided not more than four (4) Union representatives shall be away at any one time and for a period not to exceed five (5) working days. Such leave of absence shall not affect the employee's earned seniority and/or benefits contained in this Agreement. Such leave of absence shall not be withheld unjustly.
- (c) Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated may be granted leave of absence upon receipt of a written request, without pay and without loss of seniority by the Employer for a period up to one (1) year and shall be reviewed each year on request during his/her term of office. Such leave of absence shall not be withheld unjustly.

14.2 Leave for Public Duties

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer may allow leave of absence with full cost of benefits to be borne by the employee, so that the employee may be a candidate in federal, provincial, or municipal elections. (Employee benefits as to Article 17). Such leave will not be withheld unjustly.

An employee who is granted leave without pay for public office shall be allowed such leave without loss of seniority during his/her term of office. Benefits may be maintained at full employee cost and the employee may return to the first job available for which he/she is qualified.

14.3 Bereavement Leave

An employee shall be granted up to five (5) consecutive working days' leave without loss of salary or wages in the case of death of a spouse, child, parent, brother or sister. An employee shall be granted up to three (3) consecutive working days' leave without loss of salary or wages in the case of death of an aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild or grandparent. Where the burial occurs outside the Province,

leave to travel shall be granted upon the request of the employee over and above the consecutive days granted. Such leave may not exceed seven (7) days total absence and travel time granted shall be without pay.

14.4 Mourner's Leave

One-half (½) day leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner, provided the employee has the approval for leave from his/her Supervisor.

14.5 Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or Crown witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received to the Employer.

14.6 Maternity/Parenthood Leave

The Employer shall apply the provisions of the Employment Standards Act and recognize the relevant provisions of the Unemployment Insurance Act.

While on maternity/parenthood leave an employee shall retain his/her full employment status and rights, and shall accumulate all benefits under this Collective Agreement.

The Employer shall continue to make all normal contributions towards the employee's benefits in the same manner as if the employee were not absent.

When an employee decides to return to work after maternity/parenthood leave, he/she shall provide the Employer with at least one (1) month's notice of his/her intention to return to work. Upon return from maternity/parenthood leave, the employee shall return to his/her former position. If the position is no longer established, he/she will be offered alternative employment without loss of seniority in a position at least comparable to his/her former position.

Notwithstanding the above, an employee's combined entitlement to leave of absence from work shall not exceed a total of thirty-two (32) weeks.

14.7 Supplemental Unemployment Benefits on Maternity Leave

- (a) Effective May 1, 1998 when a pregnant employee takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the employee:
 - (i) Ninety-five percent (95%) of her current salary for the first two (2) weeks of the leave, and, where the employee is eligible to receive EI maternity benefits;
 - (ii) the difference between seventy-five percent (75%) of her current salary and the amount of EI maternity benefits received by the employee, for a further fifteen (15) weeks.
- (b) The Board agrees to enter into the Supplemental Employment Benefit (SUB) Plan agreement required by the Employment Insurance Act in respect of such maternity payment.

14.8 Paternity Leave

At the birth of a child, an employee shall be entitled to one (1) working days' leave of absence with pay.

14.9 Injury Leave

An employee who is injured at work during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

14.10 General Leave

The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

14.11 Retirement Counselling

The Employer will provide one (1) day paid leave of absence to each employee during the five (5) years prior to the eligible retirement age or age sixty (60) for the purpose of retirement counselling.

ARTICLE 15 - PAYMENT OF WAGES AND ALLOWANCES

15.1 Pay Days

The Employer shall pay wages in accordance with Appendix A attached to this Agreement. Employees shall be paid bi-weekly on every other Friday.

15.2 Regular Part-Time Employees

Regular part-time and school term employees shall receive the wage rates, conditions of employment and prerequisites specified in this Agreement on a pro-rata basis according to their hours of work. Except for absence without pay, school term employees will be paid for the period between the date of commencement at the start of the school year and the date of layoff at the end of the school year.

15.3 Pay Days - School Term Employees

Commencing in July of 1998, school term employees will be paid on a bi-weekly basis on every other Friday, with a one week holdback of wages. Wages, conditions of employment and prerequisites specified in this Agreement shall be on a pro-rata basis according to their hours of work. Except for absence without pay, school term employees will be paid for the period between the date of commencement at the start of the school year and the date of layoff at the end of the school year.

15.4 Pay for Acting Employees

- (a) When an employee is temporarily assigned to the principal duties of a higher paying position at an hourly rate of pay, he/she shall receive immediately the rate for the job for a minimum of three (3) hours or for the actual time worked in the higher rated job, whichever is greater. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.
- (b) Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid, from the beginning of the temporary assigned position, ten percent (10%) above the assigned employee's regular classification for the time worked in the temporary assignment. In each assignment, the employee shall be notified in advance of the temporary assignment.

15.5 (a) Overtime Meal Allowance

An employee required to work in excess of two (2) hours after their regular shift shall be entitled to a meal *cost reimbursement of up to \$14.00 upon submission of receipts.*

(b) Out of Town Trip Meals

On day trips, bus drivers are expected to provide their own lunch. They may claim dinner under 15.5(a), if applicable.

On overnight trips, meals shall be provided in accordance with Board Travel Policy upon submission of receipts.

15.6 Educational Allowance

The Employer shall pay the tuition cost of any course of instruction required or approved by the Employer for an employee to better qualify himself/herself to perform his/her job. Payment shall be made on successful completion of the course.

15.7 Professional Fees and Licences

The Employer shall pay professional fees for any employee who is required by the Employer to be a member of a professional association, and licence for any employee who is required to be licensed, other than motor vehicle licence.

15.8 Mileage Allowance

Mileage rates paid to employees required to use personal automobiles for the Employer's business shall be paid in accordance with Board policy.

ARTICLE 16 - JOB CLASSIFICATION AND RECLASSIFICATION

16.1 Class Specifications

When a new classification is created, not listed in Appendix A, the Employer shall consult with the Union prior to drafting a job description for that position and shall provide to the Union a completed job description and its classification subject review by the Joint Job Evaluation Committee prior to posting. (See Letter of Understanding, Appendix E.)

16.2 Abolition of Established Positions

The Union shall be promptly notified of any new positions to be established and thirty (30) calendar days' notice of any established positions which are to be abolished.

16.3 Establishment of Salaries or Rates

The Employer has the right to establish salaries or rates for any new position or class of positions. Such salaries and rates shall be subject to negotiations between the parties. The new rate shall become retroactive to the time the new position was first filled by an employee.

16.4 Reclassification, Salary or Rate Changes

Requests for reclassification, salary, or rate changes for a position or positions may be initiated by an employee, the Union on behalf of an employee or employees. A classification change involving a change in title or class due to a change in level of duties, responsibilities, and/or requirements of a position or positions, shall be termed a "reclassification" and a change involving only a salary or rate revision without any change in level of duties, responsibilities and/or requirements shall be termed a "salary or rate adjustment".

An employee may make application for a review of his/her position on the appropriate form and forward such request to the Superintendent of Schools or his/her designate, with a copy sent to the Union.

16.5 Processing Requests

Reclassification, salary and/or rate adjustment requests will be processed and reported on within thirty (30) calendar days by the Employer to the Union and employee(s) concerned.

16.6 Right to Appeal

The Union shall have the right to appeal to the local Bargaining Committee on items covered by the above paragraphs and such appeals shall be in written form and contain valid facts and submissions in contesting salaries, rates, Employer's classification and/or valuations. The Local Bargaining Committee (Article 5) will attempt to resolve all appeals on classification and valuations within thirty (30) calendar days of notification.

16.7 Arbitration

If the local Bargaining Committee is unable to reach agreement on reclassifications, salary adjustments, or rates of pay for new positions or classes, these issues shall then be subject to the Grievance Procedure (Article 6 of this Agreement). In such cases the Chairman of any arbitration board appointed should be experienced in job evaluation.

16.8 Extension of Times

Where times are mentioned in this Article, these may be shortened or lengthened by mutual agreement.

ARTICLE 17 - EMPLOYEE BENEFITS

17.1 Medical and Extended Health

Employees who have completed their probationary period may participate in the approved Medical Plan and in the Extended Health Benefit Plan. The Extended Health Benefit Plan shall provide coverage to one hundred thousand dollars (\$100,000) and shall include a vision care provision of two hundred dollars (\$200) per two (2) calendar years and effective July 1, 2001, hearing aids to a maximum of one thousand (\$1,000) every five years. The costs of the premium shall be shared 80/20 by the Employer and the employees respectively. Effective July 1, 1999 the cost of the Extended Health Benefit premiums shall be assumed by the Employer.

17.2 Life Insurance

All eligible employees who are appointed following June 1, 1975 and who have completed their probationary period, will as a condition of employment, be covered under the terms of the Group Life Insurance Plan. The costs of the Premium payments shall be shared 80/20 by the Employer and the employees respectively. Insurance coverage is two (2) times annual salary with a minimum of fifty thousand dollars (\$50,000.00).

17.3 Superannuation

- (a) All employees who qualify shall be covered by the Municipal Superannuation Act upon completion of the probationary period.
- (b) Employees not covered by the provisions of the Municipal Superannuation Act shall receive one (1) month's wage at the rate paid at the last permanent position held upon retirement. Upon completion of ten (10) years of service such employees shall receive two (2) month's wage.
- (c) All full-time regular and school term employees and all regular and school term employees who work fifty percent (50%) or more in comparison to full time shall as a condition of continuing employment be covered by the Municipal Superannuation Act, except those who opted not to be covered prior to July 1, 1990.

17.4 Death Benefits

All benefits earned or accruing from the employee's period of employment with the Employer shall, in the event of his/her death while in the service of the Board be paid to his/her beneficiary, as defined under Group Life Insurance (Section 2).

17.5 Dental Plan

All eligible employees shall as a condition of employment (subject to carrier exemptions) be covered under the terms of a group dental plan providing for one hundred (100) percent Plan A, sixty (60) percent Plan B, and fifty (50) percent Plan C (to a lifetime limit of two thousand five hundred dollars (\$2,500.00). Effective May 1, 1998 the costs of the premium payments shall be the responsibility of the Employer.

17.6 Carrier of Benefit Plans

It is understood that the Employer retains the right to choose the carrier of benefit plans and that any other provisions will be by mutual agreement.

17.7 Supplementation of Workers' Compensation Board Payments

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act shall be able to access their sick leave bank in order to make up the difference between the amount payable by the Workers' Compensation Board and his/her regular salary. Income Tax deductions will not be changed at source due to Workers' Compensation Benefit leaves.

17.8 Immunization/Communicable Diseases

Where an employee has classroom contacts with persons who are known to have persistent hepatitis B antigenemia and who show aggressive behaviour and where the employee shows negative to surface antigen tests, the Employer will cover the cost of hepatitis B virus vaccination.

The Employer will also provide or fund an annual flu vaccination program subject to availability from Public Health.

17.9 Supervision Assistants

The clauses of the Collective Agreement will pertain to the position of Supervision Assistants with the exception of:

Article 7.1	Seniority Defined
Article 17.1	Medical and Extended Health
Article 17.2	Life Insurance
Article 17.3	Superannuation
Article 17.4	Death Benefits
Article 17.5	Dental Plan

Note: Supervision Assistants hired after June 30, 2000 shall accrue casual seniority (see Article 7.2) for the purposes of Article 8.1(b) Selection Criteria.

ARTICLE 18 - ACCIDENT PREVENTION

18.1 Cooperation in Safety

The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

18.2 Accident Prevention Committee

An Accident Prevention Committee shall be established and composed of a minimum of two (2) representatives appointed by the Employer and a minimum of two (2) representatives of the Union.

18.3 Meetings of Committee

The Accident Prevention Committee shall hold meetings at least once a month or more often as requested by the Union or by the Employer and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Accident Prevention Committee meetings shall be kept and copies of such minutes shall be sent to the Employer, the Union and the Workers' Compensation Board.

18.4 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools (other than those he/she is expected to have for his/her trade), safety equipment, and protective clothing when needed.

18.5 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job which, in the opinion of the Accident Prevention Committee, is not safe. No employee shall be subject to disciplinary

action because he has acted in accordance with the Workers' Compensation Board Regulations in effect at September 1986.

18.6 Investigation of Accidents

The Accident Prevention Committee shall be notified immediately of each reportable accident or injury. Upon the request of an employee or the Union, the Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

18.7 Transportation of Accident Victim

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

18.8 Video Display Terminals

A pregnant employee working with video display terminals may request alternate employment.

Any change in employment shall be as selected by the Employer and paid at the classified rate for that position. Effort shall be made to maintain the employee's current hours and rate of pay.

If there is not sufficient work available to permit a reassignment, the employee will be considered to be on a leave of absence without pay until she qualifies for maternity leave.

The employer will provide time off with pay for annual eye examinations where employees have continuing contact with video display terminals.

ARTICLE 19 - JOB SECURITY

19.1 Technological Change

A Technological Change shall be defined as a change through mechanization in a process(es) or to a procedure(s) which results in the redundancy of a regular or school term employee. The Employer agrees to notify the Union at least ninety (90) days prior to instituting a technological change together with details of change in duties to employees which are anticipated as a result.

The Employer agrees to offer alternative employment to an employee made redundant by such technological change provided a suitable alternative position is available, and moreover, shall provide retraining for such employee, where required, provided said employee is

retrainable and/or is willing to be retrained. Every effort shall be made to ensure that the employee suffers no loss in pay.

Where new or greater skills are required than those already possessed by affected employees, where feasible such employees shall, at the expense of the Board, be given a reasonable period of time, during which they may perfect or acquire the skills necessitated by the technological change. There shall be no reduction in salary or benefits during the training period and no reduction in pay upon being reclassified in the new position.

A technological change committee shall be established and shall be comprised of two representatives appointed by the Employer and two representatives of the Union.

Meetings shall take place at the request of the Union or Employer with the view of making joint recommendations regarding the introduction of technological change and its anticipated impact.

19.2 Contracting Out

Regular or school term employees shall not be laid off or denied recall rights as a result of contracting out work or services.

19.3 Sexual Harassment

An employee shall have the right to work in an environment free from sexual harassment.

An employee alleging sexual harassment may initiate a grievance. Any such grievance which involves the Supervisor as party to the complaint, may be addressed to the Superintendent of Schools at Article 6, Section 3(b).

19.4 Harassment

An employee shall have the right to work in an environment free from sexual harassment and other harassment as per the prohibited grounds under the Human Rights Act.

Harassment is improper behaviour that is intended to demean, belittle, humiliate or embarrass another employee.

The Board and Union are committed to a harassment free work environment. To this end, both parties commit to resolve and/or mediate complaints.

19.5 No Discrimination

The Employer and the Union agree that there shall be no discrimination or coercion exercised or practised with respect to any employee in the administration of this Agreement.

19.6 Falsely Accused Employee Assistance

When an employee has been accused of child abuse or sexual misconduct in the course of exercising their duties as employees of the Board, and

- (a) an investigation has been undertaken by the Board and the Board has determined the accusation is not true, or
- (b) an arbitrator finds the accusation to be false, or
- (c) a court acquittal is not followed by an arbitrator's decision upholding the accusation,

the employee shall be entitled to the following:

- (a) The employee and the employee's family shall be entitled to assistance provided through the Employee and Family Assistance Program to deal with any negative effects of the allegations.
- (b) When requested by the employee, the employee shall be assisted by the Board in assuring successful return to work. The assistance can include:
 - (i) any necessary short term leave of absence with pay, as determined by the Superintendent
 - (ii) priority for transfer to a vacant position
 - (iii) provision of factual information (approved by the employee and/or the employee's representative) to parents of the school community by the Board.

The employee may apply to the Board for indemnification of any costs associated with the allegations, arising out of the performance of his/her duties to the Board.

When the Board has concluded that the allegation is mischievous or malicious then it will consider consequential discipline where the accuser is a student of or an employee of the school district and will consider appropriate action where a parent is involved.

19.7 Volunteers

The Union acknowledges that the Employer will continue the volunteer programme in the school district.

Volunteers will not be used to replace bargaining unit employees and the use of volunteers will not result in the layoff or reduction in hours for employees.

19.8 Amalgamation or Merger

In the event that the school district is amalgamated, regionalized, or merges with any other body, the Board will undertake to encourage the new district and/or region to implement the working conditions and benefits of the current Collective Agreement, unless the terms of any agreement which the merging district and/or region has are superior to the working conditions and benefits in the current Collective Agreement. In such case the Board will endeavour to have the conditions of the merging Agreement apply.

The Board will also make every effort to have the seniority rights of employees protected at the time that the merger occurs.

ARTICLE 20 - GENERAL PROVISIONS

20.1 Accommodation

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

20.2 Clothing Entitlement

- (a) The Employer shall issue protective clothing where mutually deemed to be required by the Union and the Employer. Maintenance employees shall have the option of being provided shirt and pants or coveralls. Those employees mandated by the Workers' Compensation Board to wear safety boots shall receive upon permanent hire one (1) pair of safety footwear and have them replaced as required to a maximum of one (1) pair per year to a maximum value equivalent to 100% of one day's pay for Carpenter effective May 1, 1998.
- (b) Drivers are required to wear a uniform when driving a bus. The Employer shall provide bus drivers with new uniforms *as required on a replacement basis*. The uniform shall consist of two (2) pair of pants, one (1) tunic, *two (2) long sleeved shirts, two (2) short sleeved shirts*, one (1) tie, one (1) cap and one (1) winter jacket (three year minimum). Lined winter coveralls shall be made available as required to mechanic/driver and mechanic helper in transportation.

20.3 Tools

Employees required to furnish their own tools in the performance of their duties shall, upon producing a broken tool, have same replaced by one of equal quality and value by the Employer.

20.4 Fire and Theft Insurance

The Employer shall provide fire and theft insurance or otherwise provide coverage for the tools and equipment, excluding motor vehicles, owned by employees and required by the Employer in the performance of their duties.

20.5 Picket Lines

No employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the Statutes of the Province of British Columbia or the Statutes of the Dominion of Canada excepting for the purpose of maintaining essential services or in cases of emergencies when requested by the Employer and his/her Union local.

Hours or part of an hour lost by an employee by not crossing a picket line shall be deducted from his/her wages at the hourly basic rate in accordance with the wage schedule.

20.6 Plural or Feminine Terms

Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used.

20.7 Addenda

All Addenda, Appendices, Schedules or other attachments to this Agreement which have been signed and dated by the authorized representatives of the Employer and of the Union shall form part of this Agreement.

ARTICLE 21 - TERMS OF AGREEMENT

This Agreement shall be for the period from and including July 1st, 2000 to and including June 30th, 2003 and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect until all provisions of the prevailing labour statutes of the Province of British Columbia have been met.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals:

This _____ day of July, 2001

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

CUPE WAGE NEGOTIATIONS

1. January 1, 2001, 1.5 percent. Monies not used for benefit increases will be applied across the board.
2. January 1, 2002, 1.0 percent across the board.
3. For the period January 1, 2002 to June 30, 2003, a wage increase equivalent to that negotiated in the broad public sector, as described in the IIC#2 reports dated May 30, 2000 and June 7, 2000. The Parties will meet to determine the application of this increase, which may be a percentage increase or an across the board increase or a combination thereof.

LONG TERM DISABILITY PLAN

Through the Accord Process/IIC#2 Reports, a Long Term Disability Plan is currently being negotiated between CUPE Regional and BCPSEA. Should CUPE Local 411 and School District No. 33 (Chilliwack) be eligible to join, the Employer agrees to participate provided there is no additional cost or liability to the Employer.

APPENDIX A.1

JOB EVALUATION - REPORT OF TOTAL POINTS

Minimum Points: 127
 Maximum Points: 475
 Band Width: 25

Effective April 1, 2001
 HOURLY RATE
 AT FINAL
IMPLEMENTATION

<u>BAND</u>	<u>POINTS</u>	<u>JOB NO.</u>	<u>JOB TITLE</u>	<u>TOTAL POINTS</u>	<u>HOURLY RATE AT FINAL IMPLEMENTATION</u>
1	127-151	69	T.A. - EDUCATION	146	\$15.64
	152-176	53	RELIEF CLERK	161	\$16.25
3	177-201	01	CUSTODIAN 1	186	\$16.86
		17	SEASONAL LABOURER	191	
4	202-226	46	LIBRARY ASSISTANT	216	\$17.47
		44	LAMINATING CLERK	221	
		43	KIPP CENTRE SECRETARY B	223	
5	227-251	20	UTILITY PERSON	228	\$18.08
		19	TRADESHelper	230	
		06	CENTRAL STORES SHIPPER/RECEIVER	236	
		37	DATA ENTRY CLERK	239	
		78	SECONDARY SCHOOL LIBRARY ASSISTANT	242	
		49	MEDIA SERVICE FACILITATOR	248	
		73	T.A. - FIRST NATIONS	249	
		63	CHEF ASSISTANT B	251	
6	252-276	31	CENTRAL STORES PURCHASING CLERK	253	\$18.69
		67	T.A. - ACADEMIC UPGRADING	255	
		36	CORRESPONDENCE SCHOOL SECRETARY B	259	
		07	DISTANCE EDUCATION INVENTORY CLERK	261	
		42	KIPP CENTRE SECRETARY A	263	
		66	SUPERVISION ASSISTANT	268	
		02	CUSTODIAN 2	270	

JOB EVALUATION - REPORT OF TOTAL POINTS

					Effective April 1, 2001	
					HOURLY RATE	
					AT FINAL	
BAND	POINTS	JOB NO.	JOB TITLE	TOTAL POINTS	IMPLEMENTATION	
7	277-301	41	HUMAN RESOURCES SECRETARY	281	\$19.30	
		76	BENEFITS CLERK	281		
		40	ELEMENTARY SCHOOL SECRETARY	283		
		55	RESOURCE MATERIAL FACILITATOR	285		
		51	PRINT SHOP TECHNICIAN	288		
		39	EDUCATION CENTRE SECRETARY B	291		
		58	SECONDARY SCHOOL SECRETARY B	291		
		32	CENTRAL STORES STOCK CLERK	293		
		56	SECONDARY SCHOOL ACCOUNTING CLERK	296		
		34	CORRESPONDENCE SCHOOL ACCOUNTING CLERK	298		
		52	RECEPTIONIST/ACCOUNTING CLERK	300		
		03	CUSTODIAN 3	301		
8	302-326	45	STUDENT SERVICES CENTRE SECRETARY	303	\$19.91	
		29	ACCOUNTING CLERK	306		
		48	FACILITIES COORDINATOR/CUSTODIAL SUPPLY CLERK	307		
		65	SECONDARY SCHOOL CAREER ADVISOR	307		
		75	FINANCIAL SERVICES/CAPITAL SUPPORT SECRETARY	308		
		54	REPLACEMENT STAFF FACILITATOR	308		
		74	GARDENER	309		
		47	MAINTENANCE CLERK A	310		
		33	CHANCE SCHOOL SECRETARY	313		
		21	WELDER	313		
		62	CHEF ASSISTANT A	321		
		59	SOFTWARE SUPPORT TECHNICIAN	324		
		23	BUS DRIVER	324		

JOB EVALUATION - REPORT OF TOTAL POINTS

					Effective April 1, 2001 HOURLY RATE AT FINAL IMPLEMENTATION	
BAND	POINTS	JOB NO.	JOB TITLE	TOTAL POINTS		
9	327-351	14	PAINTER	327	\$20.52	
		72	WORK EXPERIENCE FACILITATOR	328		
		26	FLEET CUSTODIAN	329		
		61	TRANSPORTATION CLERK	331		
		28	MECHANIC HELPER	334		
		30	ADMINISTRATION OFFICE SECRETARY	337		
		35	CORRESPONDENCE SCHOOL SECRETARY A	341		
		38	EDUCATION CENTRE SECRETARY A	342		
		57	SECONDARY SCHOOL SECRETARY A	342		
		70	T.A. - PHYSICAL NEEDS	342		
		71	T.A. - SPECIAL NEEDS	344		
10	352-376	73	JOURNEYPERSON COOK	357	\$21.13	
		11	ELECTRONICS TECHNICIAN	357		
		10	ELECTRONICS HEATING TECHNICIAN	365		
		68	T.A. - CHANCE	372		
		50	SENIOR PAYROLL CLERK	373		
11	377-401	15	PLUMBER	382	\$21.74	
		05	CARPENTER	389		
		64	DISTRICT BEHAVIOUR FACILITATOR	395		
		09	ELECTRICIAN	395		
12	402-426	77A	COMPUTER SERVICES TECHNICIAN (MAINTENANCE)	404	\$22.35	
		77B	COMPUTER SERVICES TECHNICIAN (F.V.D.E.S.)	404		
		77C	COMPUTER SERVICES TECHNICIAN (C.S.S.S.)	404		
13	427-451	27	MECHANIC	437	\$22.96	

WAGE SCALE			
Effective April 1, 2001 Including the \$.15 Increase Applied Across the Board as of January 1, 2001 and April 1, 2001 Pay Equity Adjustment			
Job Title	Step	New Banded Rate +\$.15	New Hourly Rate
Accounting Clerk	1	19.91	19.91
Admin. Office Secretary	1	20.52	20.06
Benefits Clerk	1	19.30	19.30
Bus Driver	1	19.91	18.54
Carpenter	1	21.74	22.06
Carpenter	2	21.74	21.74
Central Stores Purch. Clerk	1	18.69	18.69
Central Stores Shipper/Receiver	1	18.08	18.14
Central Stores Shipper/Receiver	2	18.08	18.08
Central Stores Stock Clerk	1	19.30	19.30
CHANCE School Secretary	1	19.91	19.62
Chef Assistant A	1	19.91	18.69
Chef Assistant B	1	18.08	17.84
Computer Services Tech. (FVDES)	1	22.35	22.35
Computer Services Tech. (Maint.)	1	22.35	22.09
Computer Services Tech. (Maint.)	2	22.35	21.17
Corresp. School Accounting Clerk	1	19.30	19.30
Corresp. School Secretary A	1	20.52	20.52
Corresp. School Secretary B	1	18.69	18.69
Custodian 1	1	16.86	16.86
Custodian 2	1	18.69	17.69
Custodian 3	1	19.30	18.02
Custodian 3**	1	19.30	18.46
Data Entry Clerk	1	18.08	18.08
Distance Education Inventory Clerk	1	18.69	18.44
District Behaviour Facilitator	1	21.74	20.51
Education Centre Secretary A	1	20.52	20.16
Education Centre Secretary B	1	19.30	19.30
Electrician	1	21.74	22.06

WAGE SCALE
Effective April 1, 2001 Including the
\$.15 Increase Applied Across the Board as of January 1, 2001
and April 1, 2001 Pay Equity Adjustment

Job Title	Step	New Banded Rate +\$.15	New Hourly Rate
Electrician	2	21.74	21.74
Electronics Technician	1	21.13	22.06
Electronics Technician	2	21.13	21.13
Electronics/Heating Technician	1	21.13	22.06
Electronics/Heating Technician	2	21.13	21.13
Elementary School Secretary	1	19.30	19.30
Facilities Coord/Custodial Supply Clerk	1	19.91	18.67
Financial Services/Capital Support Sec.	1	19.91	19.49
Fleet Custodian	1	20.52	18.55
Gardener	1	19.91	19.91
Human Resources Secretary	1	19.30	19.30
Journeyman Cook	1	21.13	21.13
Kipp Centre Secretary A	1	18.69	18.69
Kipp Centre Secretary B	1	17.47	17.47
Library Assistant	1	17.47	17.47
Maintenance Clerk A	1	19.91	20.75
Maintenance Clerk A	2	19.91	19.91
Mechanic	1	22.96	22.58
Mechanic Helper	1	20.52	19.10
Painter	1	20.52	22.06
Painter	2	20.52	20.52
Plumber	1	21.74	22.06
Plumber	2	21.74	21.74
Print Shop Technician	1	19.30	19.30
Receptionist/Accounting Clerk	1	19.30	19.30
Relief Clerk	1	16.25	16.83
Replacement Staff Facilitator	1	19.91	19.45
Seasonal Labourer	1	16.86	16.86
Secondary School Accounting Clerk	1	19.30	19.30
Secondary School Career Advisor	1	19.91	19.91
Secondary School Library Assistant	1	18.08	18.08

WAGE SCALE
Effective April 1, 2001 Including the
\$.15 Increase Applied Across the Board as of January 1, 2001
and April 1, 2001 Pay Equity Adjustment

Job Title	Step	New Banded Rate +\$.15	New Hourly Rate
Secondary School Secretary A	1	20.52	20.16
Secondary School Secretary B	1	19.30	19.30
Senior Payroll Clerk	1	21.13	21.13
Software Support Technician	1	19.91	19.91
Student Services Centre Secretary	1	19.91	19.91
Supervision Assistant	1	18.69	16.31
T.A. Academic Upgrading	1	18.69	18.69
T.A. CHANCE	1	21.13	19.89
T.A. Education	1	15.64	16.51
T.A. Education	2	15.64	15.64
T.A. First Nations	1	18.08	18.08
T.A. Physical Needs	1	20.52	19.76
T.A. Special Needs	1	20.52	19.76
T.A. Special Needs **	1	21.74	19.99
Trades Helper	1	18.08	18.58
Trades Helper	2	18.08	18.08
Transportation Clerk	1	20.52	18.89
Utility Grounds Person	1	18.08	18.14
Utility Grounds Person	2	18.08	18.08
Utility Person	1	18.08	18.08
Welder	1	19.91	22.06
Welder	2	19.91	19.91
Work Experience Facilitator	1	20.52	19.76

Note: Employees hired into a red-circled position will be paid at the rate of final implementation of the Job Evaluation Report. All other employees will be hired into the Wage Scale - Appendix A.2 rate.

WAGE SCALE			
Effective January 1, 2002			
+0% Increase Applied Across the Board			
Job Title	Step	New Banded Rate	New Hourly Rate
Accounting Clerk	1	20.11	20.11
Admin. Office Secretary	1	20.73	20.26
Benefits Clerk	1	19.49	19.49
Bus Driver	1	20.11	18.73
Carpenter	1	21.96	22.28
Carpenter	2	21.96	21.96
Central Stores Purch. Clerk	1	18.88	18.88
Central Stores Shipper/Receiver	1	18.26	18.32
Central Stores Shipper/Receiver	2	18.26	18.26
Central Stores Stock Clerk	1	19.49	19.49
CHANCE School Secretary	1	20.11	19.82
Chef Assistant A	1	20.11	18.88
Chef Assistant B	1	18.26	18.02
Computer Services Tech. (FVDES)	1	22.57	22.57
Computer Services Tech. (Maint.)	1	22.57	22.31
Computer Services Tech. (Maint.)	2	22.57	21.38
Corresp. School Accounting Clerk	1	19.49	19.49
Corresp. School Secretary A	1	20.73	20.73
Corresp. School Secretary B	1	18.88	18.88
Custodian 1	1	17.03	17.03
Custodian 2	1	18.88	17.87
Custodian 3	1	19.49	18.20
Custodian 3**	1	19.49	18.64
Data Entry Clerk	1	18.26	18.26
Distance Education Inventory Clerk	1	18.88	18.62
District Behaviour Facilitator	1	21.96	20.72
Education Centre Secretary A	1	20.73	20.36
Education Centre Secretary B	1	19.49	19.49
Electrician	1	21.96	22.28
Electrician	2	21.96	21.96
Electronics Technician	1	21.34	22.28

WAGE SCALE
Effective January 1, 2002
+0% Increase Applied Across the Board

Job Title	Step	New Banded Rate	New Hourly Rate
Electronics Technician	2	21.34	21.34
Electronics/Heating Technician	1	21.34	22.28
Electronics/Heating Technician	2	21.34	21.34
Elementary School Secretary	1	19.49	19.49
Facilities Coord/Custodial Supply Clerk	1	20.11	18.86
Financial Services/Capital Support Sec.	1	20.11	19.68
Fleet Custodian	1	20.73	18.74
Gardener	1	20.11	20.11
Human Resources Secretary	1	19.49	19.49
Journeyman Cook	1	21.34	21.34
Kipp Centre Secretary A	1	18.88	18.88
Kipp Centre Secretary B	1	17.64	17.64
Library Assistant	1	17.64	17.64
Maintenance Clerk A	1	20.11	20.96
Maintenance Clerk A	2	20.11	20.11
Mechanic	1	23.19	22.81
Mechanic Helper	1	20.73	19.29
Painter	1	20.73	22.28
Painter	2	20.73	20.73
Plumber	1	21.96	22.28
Plumber	2	21.96	21.96
Print Shop Technician	1	19.49	19.49
Receptionist/Accounting Clerk	1	19.49	19.49
Relief Clerk	1	16.41	17.00
Replacement Staff Facilitator	1	20.11	19.64
Seasonal Labourer	1	17.03	17.03
Secondary School Accounting Clerk	1	19.49	19.49
Secondary School Career Advisor	1	20.11	20.11
Secondary School Library Assistant	1	18.26	18.26
Secondary School Secretary A	1	20.73	20.36
Secondary School Secretary B	1	19.49	19.49
Senior Payroll Clerk	1	21.34	21.34

WAGE SCALE			
Effective January 1, 2002			
+0% Increase Applied Across the Board			
Job Title	Step	New Banded Rate	New Hourly Rate
Software Support Technician	1	20.11	20.11
Student Services Centre Secretary	1	20.11	20.11
Supervision Assistant	1	18.88	16.47
T.A. Academic Upgrading	1	18.88	18.88
T.A. CHANCE	1	21.34	20.09
T.A. Education	1	15.80	16.68
T.A. Education	2	15.80	15.80
T.A. First Nations	1	18.26	18.26
T.A. Physical Needs	1	20.73	19.96
T.A. Special Needs	1	20.73	19.96
T.A. Special Needs **	1	21.96	20.19
Trades Helper	1	18.26	18.77
Trades Helper	2	18.26	18.26
Transportation Clerk	1	20.73	19.08
Utility Grounds Person	1	18.26	18.32
Utility Grounds Person	2	18.26	18.26
Utility Person	1	18.26	18.26
Welder	1	20.11	22.28
Welder	2	20.11	20.11
Work Experience Facilitator	1	20.73	19.96

Note: Employees hired into a red-circled position will be paid at the rate of final implementation of the Job Evaluation Report. All other employees will be hired into the Wage Scale - Appendix A.2 rate.

DIFFERENTIALS AND SUPERVISION PAY

1. (a) Maintenance - the Project Crew Chief will receive ten (10) cents per hour less than the Crew Chief Foreman.
- (b) Employees licenced for herbicide/pesticide application shall be paid at the Carpenter rate of pay during periods designated for use.
- (c) Equipment Operators - Utility Persons who operate the following pieces of equipment shall receive a premium of five percent (5%) of the Utility Person rate for a minimum of three (3) hours while operating:
 - Toro Park Master Mower
 - Tractor with Back Hoe
 - Tractor with Float (Levels)
 - Trimming Machine
2. Transportation - A Bus Driver/Instructor shall be paid an additional five percent (5%) of Bus Driver rate when instructing staff.
3. Teacher Assistant Special Needs - A Braille and Sign Language Specialist shall be paid an additional five percent (5%) when assigned to a student for this purpose.
4. Supervision Pay
 - (a) Custodial

up to 2	2% of Custodian 1 rate
3 - 5	3% of Custodian 1 rate
6 - 10	4% of Custodian 1 rate
11 - 15	5% of Custodian 1 rate
16+	7% of Custodian 1 rate
 - (b) Maintenance/Transportation

Section Head: for supervision of up to 2 tradespersons* in a work cell (plus self)
- Trade Rate + \$1.25 per hour.

Foreman: for supervision of 3 or more tradespersons* in a work cell (plus self)
- Trade Rate + \$1.75 per hour.
Note: Ground Foreman rate will be Gardener plus \$1.75 per hour.

* British Columbia Trade Certification or Registered Apprentice

MEMORANDUM OF UNDERSTANDING

Re: Maintenance Clerk

This will confirm that the incumbent Maintenance Clerk, Mr. Henry Baars, will be paid at the rate of 94% of the Carpenter's rate as long as he remains a Maintenance Clerk. If the position becomes vacant, it will be evaluated by the Job Evaluation Committee.

Dated this _____ day of July, 2001.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

EXCLUDED JOB TITLES IN ACCORDANCE WITH ARTICLE 3.1

In accordance with Article 3.1 **Bargaining Agency**, the following list of job titles are excluded from the CUPE Local 411 bargaining jurisdiction by mutual consent:

- Manager of Purchasing and Transportation Services
- Manager of Operations
- Project Coordinator
- Assistant Secretary-Treasurer
- Custodial Supervisor
- Transportation Supervisor
- Maintenance Supervisor
- District Technology Coordinator and Network Supervisor
- Human Resources Officer
- Executive Secretary to the Superintendent/Secretary-Treasurer
- Executive Secretary - Human Resources
- Community Relations Officer
- Business Manager
- Work Experience Coordinator
- First Nations District Coordinator

LETTER OF UNDERSTANDING

Between: **BOARD OF SCHOOL TRUSTEES**
 SCHOOL DISTRICT NO. 33 (CHILLIWACK)

And: **CANADIAN UNION OF PUBLIC EMPLOYEES**
 LOCAL 411

Re: **JOB EVALUATION**

The Parties agree as follows:

Whereas the Joint Job Evaluation Plan has been implemented in part, commencing on January 1, 1994, and the Parties hereto have been working towards full implementation of the Plan, it is recognized that due to wage controls and the employer's ability to pay, the Plan is not yet fully implemented.

The terms and conditions of the "Terms of Reference" signed by the Parties continues in full force and effect.

Dated this _____ day of July, 2001.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Between: BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 33 (CHILLIWACK)

And: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 411

Re: TEACHER ASSISTANT TRANSFERS

This Letter of Understanding only applies to Teacher Assistants.

This Letter of Understanding is intended to address aspects of service delivery requirements specific to the "Special Needs" employees of the bargaining unit which have evolved as a result of the "integrated school system" now in place.

It is recognized the process has not yet stabilized and the "student specific" service relationships as well as "special needs programs" are not paralleled in other areas of the bargaining unit.

This letter is entered on a provisional basis for the term of this Collective Agreement in effort to address or alleviate potential differences in interpretation of provisions of the Collective Agreement generated by the unique demands of administration of the "Special Needs" programs.

This letter will be reviewed on the anniversary of the date of signing or at the end of the period of this Collective Agreement, whichever is sooner, and will be extended only by mutual agreement of the Parties. (Union and Employer.)

Procedure:

1. The Employer will determine known Teacher Assistant or other "Special" needs program employees' positions available for the following September, on or before May 15th and will notify the Union by May 15th.
2. Employees of the Program willing or wishing to transfer to another position within the program shall identify their desire or intent by or prior to May 15th, for the following September.

Such indication will not be interpreted as intent to "bump".

3. Representatives of the Employer and Canadian Union of Public Employees shall meet during the week immediately after May 15th to review the list of current positions (Teachers' Assistants, etc.)

and the September list of such positions. The representatives shall consider transfer requests as part of the process.

4. All "Special Needs" employees whose assignments are changed in any way will be notified by or before June 15th. Seniority in the bargaining unit and seniority in specific programs will be recognized during the transfer/reassignment process. After the transfer/reassignment process is complete, any remaining positions will be posted. If there are fewer positions available than qualified "special needs" employees available, then lay-off notice will be given.

5. **September Adjustments**

If it is determined by the Employer that a new position is required, it will be posted in accordance with Article 8.1(a), as will any resulting vacancies.

If a position eliminated during the previous transfer/reassignment process is reinstated prior to October 15th, the displaced employee shall have the opportunity to return to that position before it is filled.

If there are further adjustments needed, a shortened version of the transfer/reassignment process will be used in order to complete any reassignment by October 15th.

Dated this _____ day of July, 2001.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

TEMPORARY MAINTENANCE POSITIONS

Introduction

To create a degree of continuity and allow various members of CUPE Local 411 varied maintenance work exposure, it is proposed that some temporary staffing be conducted from within the Union.

Aim

To outline in proposal form, guidelines for temporary maintenance positions available to members of CUPE Local 411.

Temporary Staffing

All areas of Maintenance, including Utilityman and Tradesman positions, where a need for temporary staffing in excess of thirty (30) calendar days occurs, will be considered. These temporary positions may be created by crew project work, Workers' Compensation situations, or other normal staffing action.

Frequency of Staffing

The number of temporary positions to be filled from within the Union at any one time shall be at the discretion of the Employer.

Selection of Temporary Staff

Selection of CUPE Local 411 staff for the specific temporary maintenance positions will be at the discretion of the Manager of Operations with final approval being provided by the Secretary-Treasurer.

Criteria to be considered during selection will be past experience, compatibility, and interest. For staffing of temporary positions, seniority will not be considered. This Agreement on seniority shall not set a precedent.

Temporary positions will be staffed from the summer eligibility list or by an offer of temporary employment to be made by the Manager of Operations.

Rate of Pay

Temporary Maintenance positions shall be paid at the applicable rate for the period of employment. Qualified tradesmen appointed to temporary tradesmen positions shall be paid at the Tradesman rate on producing a qualified trades ticket.

Mobility and Notice

Because of the nature of temporary staffing, little notice will be given as positions become available. It is not intended to post any temporary positions for the usual eight day period.

CUPE Local 411 employees are to be returned to their previous position and location without loss of seniority after a term of temporary employment.

Staffing of a position from temporary to permanent will be done as per Article 8, Section 1 of the Collective Agreement.

Dated this _____ day of July, 2001.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

LETTER OF UNDERSTANDING

**Between: BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 411**

Re: SUMMER EMPLOYMENT REGISTERS

1. There shall be maintained in the School District Administration Office, a register for employees who wish to indicate interest prior to their holidays with respect to vacancies which may occur during July and August. The onus is upon the employee to register for possible vacancies and the employee must be available at the appropriate interview time when applications are processed.
2. Where it is possible and where individuals are qualified, school term employees shall be given the first opportunity for additional temporary staffing requirements during the summer months. The onus is upon employees to register with the School District Administration Office prior to the end of June if it is their wish to be considered for any temporary summer positions.

Dated this _____ day of July, 2001.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Between: BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 33 (CHILLIWACK)

And: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 411

Re: ANNUAL ELECTRICAL PERMIT (Effective May 1, 1998)

In the event that a member of the bargaining unit is required by the Board to sign the annual electrical permit, such employee will receive an allowance of two thousand dollars (\$2,000) annually.

Dated this _____ day of July, 2001.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Between: **BOARD OF SCHOOL TRUSTEES**
 SCHOOL DISTRICT NO. 33 (CHILLIWACK)

And: **CANADIAN UNION OF PUBLIC EMPLOYEES**
 LOCAL 411

Re: **PAY EQUITY**

The Board agrees to apply to the appropriate Ministry for funds made available for an approved Job Evaluation Programme. The Board agrees to disburse any funds granted in accordance with the Job Evaluation Programme guidelines established by the Government.

Dated this _____ day of July, 2001.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Between: BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 33 (CHILLIWACK)

And: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 411

Re: GUARANTEED HOURS FOR FULL-TIME 10 MONTH
(SCHOOL TERM) EMPLOYEES

As a result of switching to a bi-weekly payroll system from a monthly system, it is possible that full-time 10 month (school term) employees will not work 1520 hours (or 1630 hours) per year as is mentioned in the individual letters of appointment. No other category of employee is affected.

The employer will guarantee as a minimum the number of hours mentioned in each individual's letter of appointment for as long as the individual employee is in the same assignment (position and school) as is currently held. These hours will be balanced every June 30th for the ten month period and any payout provided on the second pay period in September. This is subject to any provisions of the agreement that may reduce or remove the assignment, such as bumping, layoff, reduction in hours or dismissal. If an employee has hours reduced in that position and then is subsequently returned to full-time in that position, this letter would again apply. Any employee posting into a different assignment will then be governed by the hours of the new posting which will be stated in the new letter of appointment.

The list of individuals is attached (see next page).

Date this ____ day of July, 2001.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

School Term Employees (Guaranteed Hours Adjustment)

The following School Term Employees are entitled to adjusted hours according to a proposed letter of understanding made between the Employer and the Union. This letter came about at the time of changing to a bi-weekly payroll.

DUTTON, Shirley
EDWARDS, Carol
LUNNER, Darlene
MCINALLY, Sandra
SABRAW, Vivian

The following are to be added to the list should their hours be increased to 7 hours per day (re: Point #6).

MCNEIL, Leslie

LETTER OF UNDERSTANDING

Between: BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 33 (CHILLIWACK)

And: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 411

Re: BUMPING PROCEDURE

The Parties have reached the following understanding with regard to the bumping procedure as outlined in Article 8.2.(d) Layoff, Bumping and Recall Procedure.

In accordance with the terms of the collective agreement:

1. No C.U.P.E. position will be protected under the bumping procedure.
2. The laid-off employee can choose to *take another assignment on a temporary basis or bump any employee in accordance with their seniority (Article 8.2.d.ii). Note: Teacher Assistants electing a temporary assignment also have the right to exercise their options in accordance with Appendix E.*
3. An employee may bump into any equivalent or lower paid position and can increase the hours of work up to 20%.
If there are no positions to meet these requirements, the employee may bump a junior employee in a position that exceeds the 20% provision.
4. Orientation will be provided where required.
5. If an employee is in two (2) part-time positions and both these positions have been terminated, the employee bumps as if he/she has been in one position.
6. If an employee has two part-time positions and only one is terminated, the employee has two options:
 - (a) the employee can bump into another part-time position that is compatible with their remaining part-time position, or
 - (b) the employee can bump into an equivalent position to both part-time positions and resign from the remaining position provided the new position does not exceed by 20% or more the aggregate hours of the two former positions.

Dated this ____ day of July, 2001.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Between: BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 33 (CHILLIWACK)

And: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 411

Re: FOUR HOUR MINIMUM/JOB SECURITY FUND

1. The Parties agree to create a Four Hour Minimum/Job Security Fund for support staff employees who are members of CUPE Local 411.
2. This fund would cover the period from July 1, 2000 to June 30, 2003.
3. Subject to meeting the criteria and conditions established between BCPSEA and CUPE regarding the disbursement of the funds and such criteria and conditions as the Ministry sets for CUPE 411/School District No. 33 (Chilliwack), and government provision of funding, the Parties shall have access up to the following amounts:

As of July 1, 2000 (payment schedule as determined by the government)	\$266,965
As of July 1, 2001	\$266,965
As of July 1, 2002	\$266,965

4. The Parties shall establish a joint committee consisting of three members each to determine usage of this fund within the criteria and conditions referred to in #3 above. The funds would not be used for any other purposes.
5. The fund would expire on June 30, 2003. The Parties agree to dispose of any remaining funds as directed by government requirements. If permitted, the Parties will meet to find a mutually agreeable disbursement plan for remaining funds.

Agreed this _____ day of July, 2001.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Between: **BOARD OF SCHOOL TRUSTEES**
 SCHOOL DISTRICT NO. 33 (CHILLIWACK)

And: **CANADIAN UNION OF PUBLIC EMPLOYEES**
 LOCAL 411

Re: **JOINT BENEFITS TRUST**

The Parties agree to participate in a jointly trustee benefits trust once established, in accordance with the Recommendations For Settlement made by Industrial Inquiry Commissioners Irene Holden and Vincent L. Ready dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust. The date of participation is subject to the completion of all obligations to existing benefit carriers and consultants.

The Parties agree to meet within sixty (60) days of the establishment of the trust to negotiate amendments, if any, to ensure the collective agreement language is consistent with these obligations.

Agreed this _____ day of July, 2001.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

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