

This Agreement made this first day of **July 1997**.

BETWEEN:

**BOARD OF SCHOOL TRUSTEES,
SCHOOL DISTRICT NO. 35 (LANGLEY)**
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART.

AND:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 1260**
Chartered by the Canadian Union of Public
Employees and affiliated with the Canadian
Labour Congress
(Hereinafter called the "Union")

PARTY OF THE SECOND PART.

ARTICLE 1 PREAMBLE

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

a. To maintain and improve the harmonious
relations and settle 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 the 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 2 DEFINITIONS

- a "Employee" shall mean a person who is an "Employee" as defined in the British Columbia Labour Relations Code as amended, 1995 and as designated in the Certification issued February 3rd, 1970 and varied June 21st, 1989. The parties hereby agree that the following positions are excluded from the bargaining unit:

- Business Manager
- Communications Coordinator
- Executive Assistant to Assistant Superintendent
- Executive Assistant to Assistant Superintendent of Human Resources
- Executive Assistant to the Secretary-Treasurer
- Executive Assistant to the Superintendent of Schools
- Human Resources Officer
- Labour Relations/Health and Safety Officer
- Director, Facilities
- Manager, Accounting Services
- Manager, Payroll Services
- Supervisor, Alternate Youth Learning Program
- Manager, Purchasing
- Manager, Information Systems
- Manager, Transportation

- b. "Probationary Employees" shall mean a person serving an initial trial period of forty-five (45) days of work, from date of hire, to determine suitability for employment as a "Regular Employee".
- c. "Regular Employee" shall mean an employee, full or part-time, who has successfully completed the probationary period and who is employed on a regular basis.
- d. "Regular and Probationary Employees" shall be entitled to all benefits as provided by the Collective Agreement, from date of hire.
- e. i. "Substitute Employees" are defined as employees who:
 - are called in on a day-to-day basis up to three (3) months to cover absences due to illness or authorized leave of absence, including vacation at the applicable rate of pay for the position.
 - who are employed to cover illness or authorized leave of absence, to augment the regular staff or to work on a special project, when it is not known at the outset that the assignment will exceed three (3) months.

ARTICLE 2 DEFINITIONS, cont'd

Substitute employees shall be given an equitable distribution of work and shall pay Union dues in any month in which more than three (3) shifts are worked.

- ii. Substitute employees are not entitled to employee benefits but shall be paid an additional twelve (12) percent over and above their rate in lieu of benefits including vacation pay and statutory holiday pay.

vi. Substitute employees assigned to a temporary position where it is known at the start of the work that the work will continue beyond three (3) calendar months shall have the option of electing to receive employee benefits and eligibility for the paid leaves as per Article 16(b) Sick Leave Accumulation and (d) Sick Leave Deductions, 17 (d) Bereavement Leave, 17(e) Mourner's Leave, 17(g) Adoption Leave, 17(g) Paternity Leave and 17(l) Emergency Family Illness Leave, in lieu of the twelve (12) percent referred to in (ii) above. Emergency Family Illness Leave shall be pro-rated based on the percentage of the year for which the temporary work will continue. This option shall be available at the start of the assignment and once elected shall apply for the duration of the assignment.

A Substitute employee working in a substitute assignment is eligible to apply for posted positions. Consideration of any such application will occur only after it has been determined that the end date of the current substitute work will not conflict with the start date of the posted position or, that an alternative arrangement acceptable to the supervisors/administrative officers involved can be made.

f. "Time Duration Employees" are defined as employees hired to cover illness, leaves of absence, special projects or to augment the regular staff for periods of three (3) months or longer but not to exceed ten (10) months without the consent of the Union.

Time Duration positions shall be posted and filled in accordance with Article 11. A regular employee cannot apply for a time duration position unless on layoff or declared surplus.

Time Duration employees assigned to a temporary position where it is known at the start of the work that the work will continue beyond three (3) calendar months shall have the option of electing to receive employee benefits and eligibility for the paid leaves as per Article 16(b) Sick Leave Accumulation and (d) Sick Leave Deductions, 17(d) Bereavement Leave, 17(e) Mourners' Leave, 17(j) Adoption Leave, 17(k) Paternity Leave and 17(l) Emergency Family Illness Leave shall be pro-rated based on the percentage of the year for which the temporary work will continue. This option shall be available at the start of the assignment and once elected shall apply for the duration of the assignment.

g. "Early Retirement" shall mean the first (1st) day of any month following completion of fifteen (15) years of continuous service and the attainment of age fifty-five (55).

h. "Normal Retirement" shall mean the first day of the month following attainment of age sixty-five (65) or the July 1st next following at the employee's option.

Employees having completed twenty (20) years of continuous service and attainment of age sixty (60) may elect a normal retirement as of the first day of any subsequent month.

ARTICLE 2 DEFINITIONS, cont'd

- i. "Spouse" is defined as a person of the opposite sex or same sex as the employee and who is either legally married to the employee, or not legally married to the employee and who has resided continuously with the employee for a period of twelve (12) months, representing themselves as husband and wife.

This definition shall apply to the following sections of this Agreement:

- Article 17(d) - Bereavement Leave
- Article 17(g) - Maternity/Adoption Leave
- Article 17(h) - Parental Leave
- Article 17(j) - Adoption Leave
- Article 17(k) - Paternity Leave
- Article 17(l) - Emergency Family Illness Leave
- Article 20(b) - Health Insurance Benefits

ARTICLE 3 RECOGNITION AND NEGOTIATIONS

The Employer recognizes the Canadian Union of Public Employees, Local 1260 as the sole and exclusive collective bargaining agency for all employees and hereby consents and 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 difference that may arise between them.

Persons whose positions are not in the bargaining unit shall not work in any positions which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

No employee shall be required or permitted to make any written or verbal agreement with the

Employer or the Employer's representative which may conflict with the terms of this Collective Agreement.

ARTICLE 4 MANAGEMENT RIGHTS

The Union recognizes that it is the function of the Employer, to exercise the regular and customary function of management and to direct the working forces of the Employer (provided that this will not be used for the purpose of discrimination against employees and subject to the terms of this Agreement). The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

ARTICLE 5 UNION SECURITY

- a. Acceptance of employment by an applicant shall constitute acceptance by this applicant of all terms and conditions of this Collective Agreement.
- b. On the date of hire, new employees shall be required to sign the recognized Union forms for membership application and dues deduction.
- c. All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing of the Union.
- d. New employees shall be presented with a copy of this agreement and a copy of their class specification by the employer upon commencement of employment.

ARTICLE 5 UNION SECURITY, cont'd

- e. The employer shall forward to all employees a copy of each new agreement and any addenda thereto.
- f. The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement, is hired, promoted, demoted, transferred, laid-off, recalled, resigns, is suspended, or is terminated.

g. Access to Information

The Employer agrees to furnish to the Union, within a reasonable period of time of the request, the following information:

- i. Financial information provided to the public, including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks, and statements of final determinations as are available to the public.
- ii. Employee information including listings of employees, showing their names, addresses, phone numbers (exclusive of those that are unlisted) and location of assignment.
- i. Agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.

h. Orientation for New Employees

A staff orientation session for new employees shall be offered by the Employer no later than October 31 each year.

The Employer shall acquaint the new employees with the basic operation of the School District. Thirty (30) minutes shall be made available to a representative of the Union. The Union shall acquaint employees with the rights and responsibilities set out in the Collective Agreement.

The Employer will provide time for the new employees to attend the staff orientation session at no loss of pay.

ARTICLE 6 CHECK-OFF OF UNION DUES

The Employer agrees to the check-off of all Union dues, fees and assessments 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 assessments as may be determined from time to time by the Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employee such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a 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.

ARTICLE 7 LABOUR MANAGEMENT RELATIONS

The following provisions shall apply to any joint Union/Employer committee meetings:

a. 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.

b. Representative of the Union

The Union shall have the right at any time to have the assistance of the representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

**ARTICLE 7 LABOUR MANAGEMENT
RELATIONS, cont'd**

c. Labour/Management Liaison Meetings

Meetings will be scheduled on a regular basis throughout the school year with representatives of Senior Management and the Union Executive to discuss issues arising in the School District.

d. Time Off For Meetings

Any representative of the Union on any joint committee, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration, provided however, that the scheduling of meeting dates shall be mutually agreed upon.

**ARTICLE 8 GRIEVANCE
PROCEDURE AND
ARBITRATION**

Should any difference arise between the parties bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing dismissal or discipline of any employee bound by this Agreement, and including any question as to whether any matter is arbitrable, there should be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner:

- a. Within ten (10) calendar days of the alleged violation(s), or within ten (10) working days of the parties becoming reasonably aware of the alleged violation(s), the employee(s) shall first discuss the difference with the appropriate Supervisor/Principal. The employee(s) may elect to be accompanied by a shop steward. If the matter is not resolved, the parties may refer the difference to Step 1 of the grievance procedure.

Step 1

The grievance shall be submitted in writing to the supervisor/ administrative officer concerned, with a copy to the Labour Relations Officer and to the Assistant Superintendent of Human Resources, within ten (10) working days of the discussion of the alleged violation(s). The grievance shall state that the matter is a grievance in accordance with this Article. The employer shall respond to the Union in writing within seven (7) working days of receipt of the grievance.

Step 2

If the employer's response does not satisfactorily resolve the grievance, the Union shall within seven (7) working days of receipt of the response, refer the grievance to the Labour Relations Officer. The Labour Relations Officer shall respond to the Union in writing within seven (7) working days of the receipt of the grievance.

Step 3

If the Union is not satisfied with the response of the Labour Relations Officer, the Union shall within seven (7) working days refer the grievance to the Joint Grievance Committee consisting of representatives of the Union and the Employer.

The grievance shall be discussed by the Joint Grievance Committee, and the Assistant Superintendent of Human Resources shall advise the Union of its decision in writing within fourteen (14) working days of the referral of the grievance to the Joint Grievance Committee.

If the Union is not satisfied with the Employer's response it shall within fourteen (14) working days refer the matter to Arbitration or if mutually agreeable to Expedited Arbitration.

**ARTICLE 8 GRIEVANCE
PROCEDURE AND
ARBITRATION, cont'd**

b. Expedited Arbitration

- ii. 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.
- ii. 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 Labour Relations Code.
- i) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- iv. The decision of the arbitrator is to be mailed to the Parties within ten (10) working days of the hearing. The decision shall include a brief written explanation of the basis for the conclusion.
- v. All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.
- vi. All settlement of proposed expedited arbitration cases made prior to the hearing shall be without prejudice and shall not be referred to by either Party in any subsequent proceeding.
- vii. The parties shall equally share the costs of the fees and expenses of the expedited arbitrator.
- viii. The expedited arbitrators who shall act as sole arbitrators shall be Ken Albertini, Emily Burke, Bob Diebolt, or Marguerite Jackson. The arbitrators will be listed in alphabetical order and appointed on a rotational basis. If the selected arbitrator is unable to meet the time limits of the Article, then the next alphabetical listed referee shall be called upon. If none of the designated arbitrators are available, then selection of an arbitrator will be mutually agreeable by both parties.
- ix. It is understood that the Parties shall not appeal a decision of an expedited arbitrator. A decision of an expedited arbitrator is final and binding on the Parties.
- x. The expedited arbitrator will ensure a fair hearing and ensure that all necessary parts and considerations are brought forward by the representatives of the Parties.
- xi. If the expedited arbitrator or the Parties mutually conclude at the hearing that the issues indicate a complexity or significance not previously apparent so as to require further consideration by the Parties, the case shall be referred back to the Parties for reconsideration and the regular arbitration process.
- xii. The expedited arbitrator shall have the same powers and authority as an arbitration Board established under Section (f) of this Article.

c. Arbitration

An Arbitration Board 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

**ARTICLE 8 GRIEVANCE PROCEDURE
AND ARBITRATION, cont'd**

- statement, the other party shall within five (5) 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 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 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.
- d. Within fourteen (14) days following the establishment of the Arbitration Board, 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.
- e. In the event the Arbitration Board finds that an employee has been dismissed or suspended for other than proper cause, the Arbitration Board may direct the Employer to reinstate the employee without loss of seniority, and pay to the employee a sum equal to the employee's wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Arbitration Board is fair and reasonable, or to make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.
- f. Wherever a stipulated time is mentioned in this Article, the said time may be extended by mutual written consent of the parties.

ARTICLE 9 DISCIPLINARY ACTION

- a. i. Where the Employer intends to initiate an investigation into allegations of misconduct or if the work standard of an employee is such to warrant disciplinary action, the employee and the Union shall be advised in writing of the fact and of the particulars of any allegation(s) immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event before any action is taken by the Employer, and the employee shall be advised of their right to representation under Article 9(d) Representation.
- iii. It is agreed that if a complaint is received from a third party, it will be necessary for the Employer to clarify and confirm the basis of the complaint with the individual directly involved before deciding an investigation is necessary.
- iii. Upon completion of an investigation, any disciplinary action to be taken by the Employer shall be communicated in writing to the employee and the Union and shall contain the grounds for the decision. The employee's written reply, if any, shall become part of the employee's record.
- iv. If the Union and the employee(s) affected disagree with the decision of the Employer, the dispute may be referred to Article 8, Grievance Procedure and Arbitration, of this agreement. It is agreed that the matter may be referred directly to Step 2 within ten (10) working days of the Employer's decision.

**ARTICLE 9 DISCIPLINARY ACTION,
cont'd**

- v. At an arbitration in respect of the discipline or dismissal of an employee, no material may be presented unless the material has been previously brought to the employee's attention.
- vi. A letter of disciplinary action of an employee shall not be used against the employee after twelve (12) working months following disciplinary action providing that the matter did not involve a serious form of misconduct or a suspension and that no further disciplinary action has been recorded in this period. Providing that the matter did not involve a serious form of misconduct or a suspension and that no further disciplinary action has been recorded in this period, the letter of disciplinary action shall be removed from the employee's personnel file after eighteen (18) working months.

b. Access to Personnel File

An employee shall have the right at any time to have access to and review his/her personnel file, with their immediate supervisor and/or the Human Resources Officer and a Union Representative of his/her choice, and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.

Employees wishing access must submit a request to the Human Resources Officer for an appointment during normal working hours. Such appointment shall be granted within two (2) days of a request. The Human Resources Officer shall grant such access on presentation of appropriate identification.

There shall be only one personnel file for each employee and it shall be maintained

solely in the District central file system. Employee personnel files shall be kept in locked, secure storage.

A record shall be maintained of all individuals, other than central office staff authorized by the Employer, who have had access to an employee's personnel file, and the dates of such access. The employee shall, upon request, be shown this record. Personnel files shall not be reproduced either in part or in whole, without the knowledge of the employee as to what has been copied.

c. Representation

An employee shall have the right to be accompanied by a member of the Union at a meeting between that employee and a school-based administrative officer or that employee's immediate supervisor if:

- i. the meeting is discipline related; or,
- ii. the employee or the administrative officer or immediate supervisor has reasonable cause to believe a member of the union should be present.

An employee shall have the right to be accompanied by a representative of the Union at a meeting between that employee and an Employer representative not referred to above.

d. Crossing of Picket Lines During Strike

In the event that any employees of the Employer, other than those covered by this Agreement, engage in a legal strike or where employees in a labour dispute engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Honouring such a picket line by the members of this Union shall not be considered a violation of this

Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 10 SENIORITY

a. Seniority Defined

Seniority is defined as the length of service in the bargaining unit with the Employer and shall be accumulated on the basis of hours worked. Overtime hours shall not count towards seniority.

For the purpose of calculating seniority, seniority shall be accumulated while on all paid leaves, including but not limited to the following:

- i. Leave for Union Duties,
- ii. Maternity/Adoption Leave,
- iii. Leave while in receipt of W.C.B wage loss replacement benefits arising out of the employee's employment with the Employer.
- iv. E.I.C. Medical Benefits - to obtain seniority credit, the employee must provide the Payroll Department with confirmation of receipt of E.I.C. benefits for the period in question.

b. Substitutes

A substitute employee, with the exception of Noon Hour Supervisors and Crosswalk Supervisors, who has successfully completed 90 shifts shall be considered to have seniority for the sole purpose of applying for posted vacancies. Noon Hour Supervisors and Crosswalk Supervisors who have successfully completed two hundred (200) shifts shall be considered to have seniority for the sole purpose of applying for posted vacancies.

Upon completion of the 90/200 shifts as stated above, each day of substituting

thereafter shall be added to the accumulated seniority.

In the event that a substitute employee becomes a regular employee, the employee will be credited with the number of days worked as a substitute employee immediately prior to the appointment to a posted position for the purposes of establishing the employee's full-time seniority date and vacation entitlement. Days not worked to a combined total of five (5) days shall not constitute a break in consecutive days worked.

c. Seniority List

The Employer shall provide the Union by March 31st and August 31st of each year a Seniority list listing employees in order of their accumulated service, and showing original date of hire. The August 31st list shall reflect accumulated service up to the previous June 30th. The March 31st list shall reflect accumulated service up to the previous December 31st. There shall be a separate list attached to reflect substitute employees' seniority for posting purposes only. The Employer will send the Union copies of all appointments and terminations from staff.

d. Probationary Employees

- i. Newly hired employees shall be considered on a probationary basis for a period of forty-five (45) days of work from date of hiring or five (5) months from date of hiring exclusive of normal school breaks, whichever occurs first. The employment of such employees may be terminated at any time during the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.
- ii. Probationary employees shall receive a copy of their probationary report every fifteen (15) days of work.

ARTICLE 10 SENIORITY, cont'd

iii. The forty-five (45) day probationary period may be extended by mutual consent of the parties.

e. Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose the employee's seniority in the event:

- i. The employee is discharged for just cause and is not re-instated.
- ii. The employee resigns.
- iii. The employee fails to return to work in excess of seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address, and phone number and/or message number.
- iv. The employee is laid off for a period longer than one (1) year.

f. Seniority During Layoff

Should a laid off employee work as a Substitute employee during the lay off, the laid off employee's seniority will be increased by the number of hours worked, as defined in (a) above, during the layoff period.

g. Transfers Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent.

ARTICLE 11 PROMOTIONS AND STAFF CHANGES

a. Job Postings

- i. When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing, and post a notice of such vacancy or new position on the bulletin boards provided in Article 25(b), in order that all employees will know about the vacancy or new position to be able to make written application for same. Such posting shall be for a period of seven (7) days. Appointments from within the bargaining unit shall be made within six (6) weeks of posting, except where the appointment is being postponed to accommodate an anticipated layoff situation.
- ii. Should the criteria for a vacancy as posted, be amended, the original notice shall be cancelled and a new notice posted.
- iii. Applicants and the Union shall be notified of the Board's selection within five (5) days of the Board's decision.
- iv. During the summer break, the Board will maintain a taped telephone message system which will provide current posting information.

b. Information in Postings

Such notice shall contain the following information: date of issue, nature of position, the required knowledge, ability and skills for the position as outlined within the Class Specification, shift, hours of work, location, wage and whether the position is open to all applicants. The job descriptions for CUPE 1260 positions will be available to employees on the School District Web Site.

**ARTICLE 11 PROMOTIONS AND
STAFF CHANGES, cont'd**

c. Promotions and Transfers

That in making promotions and transfers, the required knowledge, ability and skills for the position as outlined within the Class Specification shall be the primary consideration and where two or more employees are qualified to fill the position, seniority based on hours, exclusive of overtime, with the Employer shall be the determining factor.

When a temporary vacancy is to be filled, employees within that school or department who possess the required knowledge, abilities and skills for the position as outlined within the class specification shall be given first opportunity to fill such temporary position and where two or more employees are qualified to fill the position, seniority shall be the determining factor. The resulting temporary vacancy shall be filled by employees within the school or department on the same basis. The final vacancy remaining after this process is complete shall be filled by a substitute employee.

d. Trial Period

- i. After the promotion/transfer has been made, the successful applicant shall commence working in the new position within two (2) weeks. If this is not complied with, the appointee shall be paid at the rate of the new position after two (2) weeks, unless such transfer is at a lesser rate. The lesser rate shall not apply until the appointee begins working in the new position.
- ii. The successful applicant shall be placed on trial for a period of thirty (30) days of work. Conditional on satisfactory service, such trial promotion/transfer shall become permanent after the period of thirty (30) days of work. In the event

the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new class specification, the employee shall be returned to the employee's former position without loss of seniority and previous wage. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority and previous wage rate. The thirty (30) working day trial period may be extended by mutual agreement of the parties.

- iii. Employees shall receive a copy of their trial period report.
- iv. Class specifications shall be issued to employees upon promotion or transfer to a position having a different class specification.

e. Rate of Pay

When an employee is promoted to another classification and such promotion would not otherwise result in any increase in wages at the time, such employee shall be placed in an experience grade in the new classification which will provide an immediate increase over the employee's previous wage rate. The date of promotion to the new classification shall become the anniversary date for application of the wage progression. An employee bidding to a lower paid classification will be placed on the wage category closest to the employee's present rate of pay.

ARTICLE 12 LAYOFFS AND RECALLS

a. Layoff

Both parties recognize that job security shall 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.

An employee served layoff notice shall be given the opportunity to displace an employee with less accumulated seniority in the same or lower classification provided the employee has the necessary qualifications and ability. The employee shall also be given the opportunity to apply for any higher classifications which are occupied by an employee with lesser accumulated seniority. Once an application has been received, the Employer shall interview the employee to evaluate the employee's ability and qualifications for the position as compared to the incumbent's. The most qualified employee, as determined by the Employer, shall be selected.

For the purpose of this Article, a layoff shall, at the employee's option, also be deemed to occur when the hours of work of an employee working a minimum of fifteen (15) hours per week are reduced by twenty (20) percent or five (5) or more hours per week, whichever is less.

An employee who wishes to displace an employee with less accumulated seniority should notify the Employer as soon as possible and in any event must notify the Employer within five (5) working days of receipt of layoff notice for employees.

b. Layoff Notice

The Employer shall notify regular employees with less than six (6) years of continuous service ten (10) working days prior to the date layoff is to be effective. An employee with six (6) or more years of

service shall receive twenty (20) working days notice prior to the date layoff is to be effective. If the employee to be laid off has not had the opportunity to work ten (10) or twenty (20) full days after notice of layoff, the employee shall be paid in lieu of work that portion of ten (10) or twenty (20) days during which work has not been made available. For the purposes of this section when weather conditions, or emergency situations make regular work impractical or impossible the provisions of this section shall be set aside. Laid off employees capable of performing the work and who are regularly employed in similar positions shall be afforded the opportunity of temporarily filling the vacancies based on their seniority. For layoffs corresponding to regular school breaks i.e., Christmas, Spring and Summer Breaks; notice may be given at any time prior to the layoff.

c. Recall from Layoff

Employees shall be recalled in order of their seniority, where work becomes available, provided they have the ability and qualifications to perform such work.

No new employees will be hired until those laid off have been given an opportunity of re-employment.

d. Severance Pay

- i. A regular employee who has one or more years of seniority and who is laid off under this Article may elect either to receive severance pay or to have the employee's name placed on a recall list for a period of up to one year. The employee may elect to receive severance pay at any time during the first year following notification of layoff.
- ii. An employee on temporary layoff and not recalled before loss of recall rights in accordance with Article 10, Section e(iv), shall automatically be paid

severance pay within one (1) week of loss of recall rights.

- iii. Severance pay shall be calculated at the rate of five (5) percent of one year's salary for each year of full-time equivalent seniority, or portion thereof, to a maximum of one (1) year's salary. Salary shall be based on the current calendar year's annual salary at time of layoff. Annual salary is defined as the amount the employee earned to the layoff date and the amount which would have been earned had the employee remained in the position occupied at the time of layoff, based upon the straight time hourly rate, weekly hours of work and number of weeks worked per year.
- iv. An employee who chooses not to exercise bumping rights, where such bumping rights are available, shall be deemed to have voluntarily terminated the employee's employment. This shall not affect an employee's right to receive sick leave payout if the employee otherwise meets all requirements of Article 16 (h) of this Agreement. Should the original position from which an employee is forced to bump become vacant, that employee shall be given first opportunity to fill that position.
- v. Should the original position from which an employee is forced to bump become vacant within three (3) months excluding July and August, that employee shall be given an opportunity to fill that position.
- vi. An employee who has received severance pay and who is subsequently rehired by the Board shall retain any payment under the terms of this Article, but the calculation for future years of service shall commence with the date of rehiring.

vii. An employee who accepts severance pay under this Article shall have no further right to recall to employment.

ARTICLE 13 HOURS OF WORK

It shall be the duty of all employees to report for work on each and every working day at the prescribed hours. Failure of employees to comply with the provisions of this clause, without proper cause, will result in disciplinary action by the Board, provided however, that where an employee is unable to report for work because of sickness, the employee will arrange to notify the employee's immediate supervisor or some other official of the Board by telephone prior to the commencement of the working day, or as soon as possible thereafter.

Section 1 Bus Drivers

a. Hours of Work Defined

- The hours of work for regular Bus Drivers shall be a minimum of five and one-half (5 1/2) hours per day Monday through Friday, a guaranteed minimum of twenty-seven and one-half (27 1/2) hours per week.
- For drivers working less than five and one-half (5 1/2) hours per day, the difference between the driver's actual daily working time and five and one-half (5 1/2) hours per day, up to a maximum of one-half hour, may be scheduled by the Supervisor, Transportation and Auxiliary Services, for extra trips to make up the driver's weekly guaranteed hours. This may be scheduled in one or more trips per week up to a maximum of two and one-half (2 1/2) hours per week.
- Employees driving a kindergarten run shall be paid a minimum of two (2) hours for each kindergarten run, which shall be included to make up the guaranteed hours of work if necessary.

- Any extra hours per day, up to eight (8) hours actual driving time in a twelve (12) hour period, shall be at the employee's hourly rate of pay.
- It is agreed that if a regular scheduled bus run is cancelled due to inclement weather conditions the employee shall be entitled to two (2) hours pay at his regular rate of pay. It is further agreed that the provisions of Article 13(e) would not apply.
- Employees shall be allowed fifteen (15) minutes per day for the "bus clean-up"; such time to be included in the regular scheduled shift. Where drivers are required to wash the interior and exterior of their buses, they shall be allowed a minimum of one and one-half (1 1/2) hours per week for full size buses and one (1) hour per week for mini buses, to be included to make up the guaranteed hours of work if necessary.

b. Overtime

All work in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at double (2) the regular hourly rate.

This section shall not apply to employees whose regular work week is other than Monday to Friday inclusive; however, employees required to work on their regular days off shall receive overtime rates of pay as provided above.

Employees shall be paid for the overtime worked which had received the prior authorization of the department head concerned.

c. Hours Equalization

All work during the school year shall be divided equally among the bus drivers in

the unit who are willing and capable to perform the work that is available.

d. Extra Trips

Employees assigned extra trips other than in cases of emergency shall be notified twenty-four (24) hours in advance of such extra trips. Employees assuming extra trips shall be paid a minimum of two (2) hours pay at the appropriate rate of pay provided such extra trips do not immediately precede or follow a regular scheduled run. Where there is less than one full hour between the completion of a regular scheduled run and the commencement of an extra trip, or where there is less than one full hour between the completion of an extra trip and the commencement of a regular scheduled run, then the driver shall be paid straight through. In these instances the two-hour minimum shall not apply. Payment for extra trips shall be included to make up the daily guaranteed hours of work if necessary.

e. Minimum Working Hours

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours unless the employee is unfit to perform the employee's duties or the employee has failed to comply with the Industrial Health and Safety Regulations of the W.C.B.

In the event the employee commences work on a regular scheduled run, a minimum of four (4) hours shall be paid, or, if the employee commences work on an extra trip, a minimum of three (3) hours shall be paid. In either of the foregoing situations, if the employee's work is suspended because of reasons completely beyond the control of the Employer, the employee shall be paid for a minimum of two (2) hours.

f. Call Out

A call-out shall mean a request by the Employer to an employee to work anytime outside such employee's regularly scheduled working hours and shall receive a minimum of two (2) hours pay at the prevailing overtime rates. Employees notified prior to the end of their shift to report for work shall not constitute a call-out. Payment for call outs shall be included to make up the daily guaranteed hours of work if necessary.

g. Rest Periods

Employees working an eight (8) hour shift shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift. Employees working a minimum four (4) hour shift shall be permitted one (1) fifteen (15) minute rest period.

h. Non-Driving Days

Bus Drivers shall receive a rate of pay equal to the average daily rate of pay received for the twenty (20) day period immediately preceding the teachers' Professional Development Day, a statutory holiday, a sick leave day, or a bereavement leave day. The average daily rate of pay calculation shall be exclusive of overtime.

Section 2 Support Staff - Noon Supervisors and Crosswalk Supervisors

- a. The hours of work shall be determined by the school administrative officer.
- b. The Board shall pay wages bi-weekly.
- c. The work year shall coincide with the school year for students. Layoff notice shall only apply within the school year for students.
- d. Noon Supervisors and Crosswalk Supervisors working less than 17.5 hours

per week shall be paid on each pay cheque the same percentage as paid to substitutes in lieu of benefits.

- e. Work performed as a Noon Supervisor shall not be paid as overtime for persons employed in other capacities with the Board.
- f. Seniority shall accumulate based on hours worked commencing September 1, 1989.
- g. Job sharing is appropriate in Noon Supervisor and Crosswalk Supervisor positions.
- h. The following Articles of the Collective Agreement shall not apply to Noon Supervisors and Crosswalk Supervisors:

Article 13 – Hours of Work, with the exception of Article 13, Section 3b.

The following Articles of the Collective Agreement shall not apply to Noon Supervisors and Crosswalk Supervisors working less than 17.5 hours per week:

- Article 14 - Statutory Holidays
- Article 15 - Vacation
- Article 16 - Sick Leave
- Article 17(d)- Bereavement Leave
- Article 17(e)- Mourner’s Leave
- Article 17(f) - Jury and Court Witness Duty
- Article 17(j) - Adoption Leave
- Article 17(k)- Paternity Leave
- Article 17(l) - Emergency Family Illness Leave
- Article 20 - Employee Benefits

- i. Crosswalk and Noon Supervisors shall be paid a minimum of one (1) hour for each time they work.
- j. Crosswalk Supervisors shall be provided rain gear, stop signs, vests and anything else provided for under WCB regulations.

Noon Supervisors shall be provided rain gear if necessary.

Section 3 Support Staff - All Other Employees

a. Hours of Work Defined

- i. The regular hours of work shall be seven (7) consecutive hours and not less than four (4) hours per day, exclusive of mealtime, five (5) days per week, Monday through Friday inclusive between the hours of seven (7) a.m. and six (6) p.m. daily.
- ii. Employees employed in schools on shifts, or where Continuing Education classes are held shall be exempt from the provisions of sub-section (i) above, provided they shall not work in excess of seven (7) hours per day or thirty-five (35) hours in five (5) consecutive days and receive two (2) consecutive days of rest.
- iii. Employees working after six (6) p.m. or before seven (7) a.m. shall receive seven (7) hours pay for six and one-half (6 1/2) hours work.
- iv. Employees shall receive twenty-four (24) hours notice of any shift change.
- v. There shall be no split shifts.

1. Employees shall have an opportunity for consultation with teachers and administration during the employee's regular scheduled hours and shall be paid for all hours required to work beyond their assigned hours, as approved by the school's administrative officer.

b. Overtime

All time worked in excess of seven (7) hours per day or thirty-five hours (35) per week shall be considered as overtime, and

shall be paid for at double (2) their regular hourly rate of pay.

Employees may have the option of accepting equal compensatory time off for overtime worked in lieu of pay. All overtime shall first be authorized by the Employer, with such time off to be taken at a time mutually agreed by the employee and the employee's immediate supervisor. Any overtime to be taken as time off will be paid out if not taken or scheduled as time off by May 31st of the school year in which it was earned.

Overtime shall be assigned, within departments or schools, equally among employees who are willing and qualified to perform the work that is available. These provisions shall be applied on a school year basis.

c. Minimum Working Hours

Where an employee reports for work and no work is available, such employee shall be paid for a minimum of two (2) hours unless the employee is unfit to perform the employee's duties or the employee has failed to comply with the Industrial Health and Safety Regulations of the W.C.B.

In the event the employee commences work, a minimum of four (4) hours shall be paid unless the employee's work is suspended because of reasons completely beyond the control of the Employer in which case the employee shall be paid for a minimum of two (2) hours.

d. Call Out

A call out shall mean a request by the Employer to an employee to work anytime outside such employee's regularly scheduled working hours and shall receive a minimum of two (2) hours pay at the prevailing overtime rates. Employees notified prior to the end of their shift to

report for work shall not constitute a call-out.

e. Teacher Assistant Time Prior to School Year

Where necessary, as determined by the Administrative Officer, teacher assistant working time prior to the commencement of the school year, shall be scheduled and compensated.

f. Rest Periods

Employees working a seven (7) hour shift shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of a shift. Employees working a minimum four (4) hour shift shall be permitted one (1) fifteen (15) minute rest period.

g. Meal Breaks

Employees working more than a five (5) hour shift are entitled to a one-half (1/2) hour unpaid meal break.

h. Bus Monitor Work Year

The work year for Bus Monitor shall coincide with school days for students and therefore layoff notice is not required for Pro-D days or normal school breaks.

i. Four Day Work Week

Recognizing that the primary responsibility is to maintain normal operation, employees employed on a twelve (12) month basis shall be given the opportunity to work a four (4) day work week during the summer break on the following conditions:

- Not to apply during the first week of Summer Break nor the last two weeks.
- Regular weekly hours worked in four (4) days instead of five (5).
- The four (4) day work week does not apply during weeks which contain a

statutory holiday or during which vacation time is taken.

- Each department is required to maintain the normal coverage required within that department for the full week.
- It will be done on a department basis and must have the approval of the department manager.
- There will be no additional costs to the Employer.

ARTICLE 14 STATUTORY HOLIDAYS

a. Statutory Holiday Entitlement

All employees shall have the following Statutory Holidays off with pay at the employee's regular rate of pay:

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

and any other school day proclaimed a holiday by the Federal, Provincial or Municipal Governments.

An employee will be granted an alternate day off in lieu of a Statutory Holiday which falls on a day on which school is in session. This alternate day will be granted during the Christmas break. Any employee entitled to the alternate day and who cannot be given the alternate day off with pay, will be paid for the day involved.

For the purpose of this Section, all new employees hired by the Employer shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the Statutory Holiday.

Employees shall receive time off with pay for one-half (1/2) day before Christmas Day and one-half (1/2) day before New Year's Day, starting at twelve (12) noon in each instance, only when Christmas Day and New Year's Day fall on Tuesday through Saturday, provided the employee is scheduled to work on these days.

b. Statutory Holidays While Laid Off

Employees laid off from work shall be entitled to Statutory Holiday pay only if the Statutory Holiday occurs during the first ten (10) working days of the layoff or occurs within the last ten (10) working days prior to their return to work.

c. Statutory Holidays on Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the Employer and the employee.

d. Hours Worked on a Statutory Holiday

Any employee who is required to work on a statutory holiday shall be paid at double their hourly rate of pay for all hours worked on the statutory holiday in addition to their statutory holiday entitlement set out in (a) above.

ARTICLE 15 ANNUAL VACATIONS

All employees covered by this Agreement shall receive an annual vacation with pay, on the following basis:

a. Vacation Year

For the purpose of this Article, vacation year shall be the period January 1st to December 31st, inclusive.

b. Vacation Entitlement

- i. An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

Employees anticipating a requirement for an extension to their total vacation entitlement, due to exceptional circumstances, in the next vacation year are entitled to carry over one (1) week of their current vacation entitlement. Where exceptional circumstances do not exist, an employee may carry over one (1) week of their current vacation entitlement with approval of the employee's supervisor. In both of the preceding situations the carry-over should be applied for at the same time as the request for annual vacation and must be taken in the next vacation year. Any changes to the carryover entitlement shall be subject to the approval of the supervisor. The value of the carried week will be pegged to the prevailing contract at the time the week of vacation is taken.

- ii. Employees shall be entitled to receive their annual vacation in the year following the year in which it is earned.

Employees, during the first (1st) calendar year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings, whichever is greater.

Employees who have been continuously employed for less than a twelve month period, but are on the payroll at January 1st, shall be considered to have completed their first calendar year of service.

- iii. Employees, during their second (2nd) year of continuous service, shall earn fifteen (15) working days annual vacation at their regular rate of pay or six percent (6%) of their annual gross earnings, whichever is greater.
- iv. Employees, during their seventh (7th) year of continuous service shall earn twenty (20) working days annual vacation at their regular rate of pay or eight percent (8%) of their annual gross earnings, whichever is greater.
- v. Employees, during their fifteenth (15th) year of continuous service shall earn twenty-five (25) working days annual vacation at their regular rate of pay or ten percent (10%) of their annual gross earnings, whichever is greater.
- vi. Employees, during their twenty-first (21st) year of continuous service shall earn thirty (30) working days annual vacation at their regular rate of pay or twelve percent (12%) of their annual gross earnings, whichever is greater.
- vii. Employees who have completed ten (10) years of continuous service shall be entitled to a one time only supplementary entitlement of five (5) days vacation to be taken within the next five (5) year period.
- viii. Employees who have completed twenty (20) years of continuous service shall be entitled to a further one time only supplementary entitlement of five (5) days vacation to be taken within the next five (5) year period.

c. Vacation Schedule

On or before March 1st of each calendar year, employees shall submit their requests for annual vacation on forms provided by the Employer, and on or before the subsequent March 31st of each calendar

year, the Employer shall approve the scheduling of annual vacations for employees. When an employee has made arrangements for annual vacation which has been approved by the Employer and subsequently such employee is required by the Employer, due to emergent conditions, to change such vacation period, then the employee shall be granted at the employee's discretion one (1) additional week of vacation or vacation pay in addition to the employee's regular entitlement.

d. Vacation Preference

Where two (2) or more employees request the same vacation dates which conflict, seniority shall govern provided the request is submitted in accordance with Article 15 (c) Vacation Schedule. Requests not submitted in accordance with Article 15(c) will be given preference in the order received.

e. Statutory Holiday During Vacation

When a Statutory Holiday falls or is observed during an employee's annual vacation period, the employee shall be granted an additional day of vacation for each Statutory Holiday in addition to the employee's regular vacation time.

f. Vacation Pay

Employees' pay for their annual vacation entitlement shall be paid in one payment to the employee by the end of the first pay period in February of the following year for employees who do not have a twelve (12) month assignment.

An employee with a twelve (12) month assignment shall be paid their annual vacation entitlement on their regular pay dates during the vacation period. Employees wishing to have their vacation pay, which exceeds two (2) weeks, paid prior to leaving on vacation, must advise

the Payroll Department one month in advance.

g. Sick/Bereavement Leave During Vacation

When an employee qualifies for sick leave, or bereavement leave during the employee's period of vacation, there shall be no deduction from vacation credits for such absence, provided notice is given to the employer as soon as the need arises. If practical the period of vacation so displaced shall be added to and taken as a continuation of the vacation period. To benefit from the provisions of this clause an employee shall provide a doctor's certificate attesting to the sickness and that the employee was examined during the period in question, or, a copy of the obituary notice/funeral bulletin.

ARTICLE 16 SICK LEAVE PROVISIONS

a. Sick Leave Defined

Sick leave means the period of time an employee is entitled to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Where an employee is involved in an accident, other than an accident covered by the Workers' Compensation Act as referred to above, and as a result is paid sick leave during absence from work, any sick leave compensation recovered from an insurer or court award shall be repaid by the employee to the Employer. The Employer shall thereupon reinstate the number of days of sick leave credit represented by the repayment.

b. Sick Leave Accumulation

All employees, upon completion of the probationary period, shall be granted one

and one-half (1 1/2) days Sick Leave with Pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave for the employee's future benefits.

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, the employee shall not receive sick leave credit for the period of such absence, but shall retain the employee cumulative credit. Sick Leave shall be credited for any substitute hours worked during layoff period.

c. Sick Leave Advance

An employee with more than one (1) year of service who has exhausted the employee's sick leave credits shall be allowed to draw upon an advance of a maximum of eighteen (18) days sick leave provided that there is medical certification of a reasonable expectation of the employee's return to work in the near future. This sick leave advance shall be repaid by the employee upon the employee's return to duty through the employee's normal monthly accumulation. If an employee is able to return to work and then either resigns or is terminated for just cause before the advance is repaid, the individual shall be responsible for repaying the remainder of the advance.

d. Sick Leave Deductions

A deduction shall be made from accumulated sick leave of all normal working hours (exclusive of holidays) absent from work for sick leave as defined.

Any employee who becomes entitled to sick leave during the current year shall first be deducted from the current year's entitlement as provided in sub-section (b) above, before deductions are made from the employee's accumulated sick leave.

e. Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any sickness in excess of five (5) working days or if a pattern of behaviour is apparent, certifying that such employee is unable to carry out the employee's duties due to sickness or non-compensable accident.

When an employee incurs a cost in obtaining such medical certificate, the Board shall reimburse such cost upon presentation of receipt.

f. Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year (not later than March 31st) each employee shall be advised of the amount of sick leave accrued to the employee's credit at December 31st.

g. Sick Leave Payout

An employee with one (1) year's service shall in the second (2nd) year of employment and onward, be entitled to one-third (1/3) of the employee's unused sick leave accumulation from the previous calendar year. This sick leave payout will be paid on the last pay period in April of each year, at the previous rate of pay in effect on the December 31st, or time off with pay in lieu, if scheduled at a mutually agreeable time. If time off cannot be scheduled within the one (1) year period immediately following, the amount owing shall be paid out in full. This pay out of time off is calculated on the total number of gratuity days as of December 31st of the previous year. The number of gratuity days shall be calculated to the nearest full day and the total shall be deducted from the total sick leave balance for that year.

h. Retirement/Death Payout

An employee with ten (10) or more years of continuous service shall receive a payout of the number of days sick leave to the employee's credit to a maximum of one hundred (100) days based on seven (7) hours per day with the exception of bus drivers at eight (8) hours per day upon death, retirement or termination of employment. The provisions of this clause shall be nullified in the case of dismissal for just cause. In case of death of an employee, the payment will be made to the estate.

At the request of the employee, the Employer will transfer eligible Retirement/Death Payout funds to a third party financial instrument chosen by the employee.

The definition of retirement for purposes of this section is as per Article 2 (g) and (h).

ARTICLE 17 LEAVE OF ABSENCE

a. 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. Such approval shall not be withheld unjustly. In the case of emergency, approval may be sought and granted verbally, and shall be confirmed in writing. For leaves of one month or more, if the employee requests to be kept on benefits, the employee will pay the full costs of the benefit premiums.

b. Leave for Grievances/Negotiations

Representatives of the Union shall be granted leave with pay when required to leave their employment temporarily with respect to a grievance, provided not more than five (5) employees are absent at any

one time, or, for negotiation meetings with the Employer, provided not more than five (5) employees are absent at any one time. The cost of any substitute staff will be paid equally by the Employer and the Union for negotiating meetings.

c. Leave for Union Duties and/or Public Duties

It is agreed that official representatives of the Union be granted leave of absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliations, provided not more than five (5) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

It is agreed that any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one (1) year and shall be renewed each year on request during the employee's term of office.

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but no loss of benefits so that the employee may be a candidate in Federal, Provincial or Municipal elections. An employee who is elected to public office shall be allowed leave of absence without loss of seniority during the employee's term of office. If the employee requests to be kept on benefits the employee will pay the full costs of the benefit premiums.

d. Bereavement Leave

Up to five (5) days leave with pay shall be granted where a death or serious illness,

where recovery is in doubt, occurs in the immediate family of an employee or an employee's spouse. Immediate family is defined as including spouse, parents, grandparents, children, grandchildren, brothers, sisters, step-children, step-parents, sister-in-law, brother-in-law, and foster parents and foster children with whom the employee has had a substantial relationship. Up to three (3) additional days with pay shall be granted where unusual circumstances and/or extensive travel is involved. In extenuating circumstances, additional leave without pay may be granted. Requests for leave should be made as soon as practicable.

e. Mourner's Leave

In the event of the death of an employee's relative not listed in Article 17(d) Bereavement Leave, or death of a friend of an employee, the employee shall be entitled to leave with pay for one (1) day for the purpose of attending the funeral, and up to three (3) days without pay, where extensive travel is involved. Request for leave shall be made as soon as practicable.

In extenuating circumstances, additional leave without pay may be granted.

f. Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay the employee's normal wages for days the employee was absent from work but any monies received from the court for jury service or court witness shall be payable to the employer. This leave shall not be granted with pay where an employee is appearing on the employee's own behalf.

g. Maternity/Adoption Leave

- i. Upon written request at least four (4) weeks prior to intended date of leave, supported by a certificate from a qualified medical practitioner stating that the employee is pregnant and estimating the probable date of birth or documentation that an employee has commenced adoption proceedings under the provisions of the Adoption Act, an employee shall be granted maternity/adoption leave without pay and without loss of seniority to a maximum of eighteen (18) consecutive weeks. Seniority shall be accumulated during this eighteen (18) weeks.
- ii. The Employer may require an employee to commence or to remain on maternity leave if the employee is unable to reasonably perform her regular duties as a result of the pregnancy and to continue the leave until the employee is able to perform her regular duties.
- iii. Maternity/Adoption leave may commence up to eleven (11) weeks immediately before the birth or adoption of a child and shall conclude no later than eighteen (18) weeks immediately following the birth or adoption of a child. Upon receipt of a certificate from a qualified medical practitioner certifying that the employee is unable to return to work after the expiry of maternity leave due to reasons related to the birth or the termination of a pregnancy, the employee shall be granted up to six (6) additional weeks of leave without pay.
- iv. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of benefits provided under Article 20 a. and b., provided that the employee continues to pay the employee's share of the premiums.

- v. The employee, on return from maternity/adoption leave shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- vi. In the case of incomplete pregnancy, death of the child or other special situations, a written request, accompanied by a medical certificate providing clearance for the employee to return early from the leave, may be submitted in which case the employer will attempt to accommodate the request.

h. Parental Leave

- i. Upon written request at least four (4) weeks prior to the intended date of leave, supported by a certificate from a qualified medical practitioner stating the date or probable date of birth of the employee's child or documentation that an employee has commenced adoption proceedings under the provisions of the Adoption Act, an employee shall be granted parental leave without pay and without loss of seniority to a maximum of twelve (12) consecutive weeks. Seniority shall be accumulated during this twelve (12) week period.
- ii. Additional parental leave of up to five (5) consecutive weeks shall be granted where the new born or adopted child will be at least six months of age at the time the child comes into custody of the mother or father and it is certified by a qualified medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

iii. Leave will commence:

- a. in the case of a natural mother, or the adopting mother or father, immediately following the end of the maternity/adoption leave taken under Article 17(g) unless the supervisor/ administrative officer and employee agree otherwise, or
- b. in the case of a natural father, following the birth of the child and within the fifty-two week period after the birth date of the new born child.

iv. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of benefits provided under Article 20 a. and b., provided that the employee continues to pay the employee's share of the premiums.

v. The employee, on return from parental leave shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not taken place.

vi. Where an employee submits a written request at least four (4) weeks prior to the expiry of the parental leave for additional leave, a General Leave to commence immediately upon expiry of the Parental Leave, up to a maximum of six (6) months shall be allowed. The premium cost for benefits during this period of General Leave shall be fully paid by the employee.

i. Educational Leave

Leave of absence without pay and without loss of seniority shall be granted to an

employee, in order to upgrade the employee's education or training, so far as to improve the employee's employment opportunities for positions within the School District.

This leave shall be granted only where the time is mutually agreed to and provided an acceptable substitute can be recruited. This leave shall be accorded to no more than two (2) employees per department, at any one time.

If the employee requests to be kept on benefits, the employee will pay the full cost of the benefit premiums.

j. Adoption Leave

Two (2) days leave with pay shall be granted to coincide with the date of adoption of a child.

k. Paternity Leave

Two (2) days leave with pay shall be granted to coincide with the date of a child's birth.

l. Emergency Family Illness Leave

In the case of sudden and urgent illness in the family of the employee and when no other person can provide for the needs of the ill person, the employee shall be entitled, after notifying the employee's supervisor, to use up to a maximum of six (6) days paid leave at any one time for this purpose, to a maximum of six (6) days per year.

m. Long Term Personal Leave

A Long Term Personal Leave shall be granted for a one time aggregate leave of 12 months for personal reasons on the following basis:

- i. the leave will only be granted for up to one year.
- ii. the leave will only be granted for a minimum of 4 months.
- iii. leave shall be without pay.
- iv. application for the leave should be submitted 60 calendar days prior to commencement of the requested leave.
- v. an employee may request early return from leave, with placement to be made when and where possible as determined by the Employer.
- vi. an employee may arrange for continuation of benefits during the leave. The employee shall pay the full cost of the benefit premiums.
- vii. an employee returning to duties from long term personal leave shall be assigned to the position and location held prior to the leave. If the position no longer exists, the employee will be assigned to a position consistent with seniority per Article 12 (Layoff and Recall).

n. Self-Funded Leave

Refer to Letter of Understanding included in this Collective Agreement for details. Employees returning from self-funded leave of absence shall return to the position held prior to the absence or placed in a position in accordance with Article 12 (Layoff and Recall).

o. Union President's or Designate's Leave

An employee elected to the position of president of the Union shall be granted leave without pay one (1) day per week for the purpose of attending to Union business. Such day to be the same day each week and to be identified by the Union for each

school year by June 1st of the preceding school year.

A designate for the Union president may periodically be granted this leave in lieu of the president provided that notification is provided to the Employer at least one (1) month in advance or with less notice with agreement of the designate's principal/supervisor.

Seniority shall continue to accumulate for this one (1) day per week.

The one (1) day per week will be covered by a substitute employee who will be scheduled for the full year. For purposes of determining seniority upon appointment to a regular position for a person who has substituted in this situation only, the one day per week will be considered consecutive days worked.

ARTICLE 18 PAYMENT OF WAGES AND ALLOWANCES

a. Pay Days

For the purpose of this section an employee shall be paid every two (2) weeks.

b. Part-time Employees

Regular part-time employees shall receive the wage rates, conditions of employment, and perquisites specified in this agreement on a pro rata basis according to their hours of work.

c. Educational Allowances

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to become better qualified to perform the employee's job.

d. Mileage

Where an employee is requested by the Employer and used the employee's own

motor vehicle on the Employer's business an allowance of thirty-two (32) cents per kilometer shall be paid by the Employer.

Any increase in this allowance granted to other employee groups shall also be granted to employees covered by this Agreement.

e. Vehicle Coverage

In the event of an accident or interior damage to an employee's vehicle while the vehicle is being used for the Employer's business, and providing that the accident or damage did not arise out of the employee's own negligence, the Employer will reimburse the employee for costs paid by the employee to repair vehicle damage up to the employee's insurance deductible or two hundred (\$200) dollars, whichever is less. Employees must submit a copy of the accident report (when applicable) and the insurance documents proving loss, completed repairs and the insurance deductible paid.

In the event that the interior of an employee's vehicle is substantially soiled by a student while the vehicle is being used for the Employer's business, the Employer will pay actual cleaning costs to a maximum of fifty (\$50) dollars upon receipt of proof of payment of cleaning charges.

f. Higher Classification

When an employee is appointed or requested by the Employer to substantially perform all of the duties of a higher classification, the employee shall receive the higher rate of pay for all hours worked at the higher classification.

Payment of wages to the replacement employee shall not mean that the employee is qualified for the position pursuant to Article 11.

g. Level II First Aid Premium

The Employer shall pay an allowance of \$50 per month to an employee who is willing to perform first aid duties, holds a valid Level II First Aid Certificate and is designated by the Employer as a First Aid Attendant.

Employees shall not lose pay in order to take Level II First Aid training where such training is scheduled by the Employer during the employee's normal working hours.

h. Indemnification

The employer will defend, save harmless and indemnify all employees from any demands, claims, writs, actions or other proceedings civil or criminal which may be brought against them and which arise from the performance of their duties and responsibilities as an employee and for any cost, loss, damage and liability arising there from, including all legal fees and disbursements incurred in connection therewith. This indemnification will not apply where the employee is found guilty of willful or malicious misconduct, or where the cause of the action is libel or slander.

i. Professional Development

The Employer shall allocate to the budget of each school and the District Office, an amount equal to \$50.00 per employee for the purpose of promoting professional development. Any unused funds shall be accumulated from year to year. These funds and any unused funds, shall be administered at the school/District Office level in consultation with employees.

j. Equal Pay for Work of Equal Value

The principle of "equal pay for work of equal value" shall apply, regardless of sex.

ARTICLE 19 CLASSIFICATIONS

a. Specifications

The Employer agrees to draw up specifications for all positions and classifications for which the Union is bargaining agent. These specifications shall be presented to the Union and shall become the recognized specifications unless the Union presents written objection within thirty (30) days.

Classifications and specifications so established shall not be changed or eliminated without prior agreement with the Union.

b. Classification/Reclassification/Job Evaluation Maintenance

If an employee believes a position is improperly classified, or when the duties of a position are changed or if a new classification is created, the matter shall be referred to the Joint Job Evaluation Committee whose function shall be to determine the appropriate rate of pay by using the CUPE Gender Neutral Job Evaluation Manual. If resolution cannot be achieved by unanimous agreement of the Joint Job Evaluation Committee the matter shall be handled in accordance with the Grievance Procedure.

The Committee will perform its work in two stages. In the first stage, two representatives of the School District on the Committee will meet with two representatives of the directly affected Local on the Committee to address the referral to the Committee made by a member of the directly affected local. In the second stage, the matter will be referred to the full Joint Job Evaluation Committee to determine the appropriate rate of pay using the CUPE Gender Neutral Job Evaluation Manual.

The CUPE Gender Neutral Job Evaluation Manual shall only be amended by mutual agreement of the Parties.

The Joint Job Evaluation Committee shall be comprised of up to two (2) representatives of the Union, up to two (2) representatives of CUPE Local 1851, and up to four (4) representatives of the Employer.

Where classifications are reclassified, then such position shall be accorded to the incumbent employee, and shall be paid the rate for the position as determined by the Joint Job Evaluation Committee. If it is reclassified upwards, payment of this rate shall be effective as of the date the request for reclassification is received. If it is a downward reclassification, the incumbent's rate shall be red circled and shall continue at the old rate until surpassed by the new rate for the classification.

ARTICLE 20 EMPLOYEE BENEFITS

For specific information on plan limitations and deductibles, please refer to the benefit brochure/booklet prior to using the plan.

a. Pension Plan

All employees hired on or before December 31st, 1990, and enrolled in the "Pension Plan" in effect in School District No. 35 (Langley) as of December 31st, 1990, and who had elected to remain in that plan as of January 1st, 1991, shall continue to participate in that plan.

Employees hired on or after January 1st, 1991, and who are assigned to fifteen (15) or more hours per week, shall participate in the Municipal Superannuation Plan in accordance with the regulations and requirements of the Municipal Superannuation Plan.

The definition of retirement is as shown in Article 2, (f) and (g) - Definitions.

b. Health Insurance Benefits

The Employer agrees to provide the following benefits to employees who are eligible for coverage.

Where an eligible employee is covered by a spousal plan the employee may:

1. waive membership in the Employer's plan, in which case the employee will not be eligible to enroll subsequently unless the spousal coverage is no longer available, or on a one time only basis the employee may request to join the Employer's Plan and will be permitted to join on the first of the month following date of application. Employees who opt in shall not be permitted to have any major dental work covered for six months after joining the plan. The employee may not subsequently withdraw from the plan, or,
2. join the Employer's plan, in which case the employee must continue in the Employer's plan as a condition of employment. The employee may not subsequently withdraw from the plan.

Employees not on the benefit plan who lose their spousal coverage may join the Employer's plan within thirty (30) days of loss of the spousal plan. Should the spousal coverage later be re-instated the employee may choose to withdraw from the Employer's plan within thirty (30) days of re-instatement of the spousal plan.

- i. Medical Services Plan of British Columbia
- ii. Extended Health Benefits
 - Vision Care - \$200 limit per each 24 months

- \$1,000,000 lifetime maximum (includes out of province coverage)
- Audio Care - \$500 limit per each 48 months
- Hospital co-insurance - the daily rate of co-insurance shall be maintained at the co-insurance charge of B.C. Hospital Programs up to, but not exceeding, 2.433% of the average of Vancouver General Hospital's and Langley Memorial Hospital's daily rate for basic ward accommodation.

iii. Dental Plan

- Plan A - 100%
- Plan B - 50%
- Plan C - 50% with a \$2,500.00 lifetime limit per insured individual

The cost of providing the dental benefits shall be paid seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee.

The cost of providing medical and extended health benefit shall be paid one hundred percent (100%) by the Employer effective January 1, 2001.

The Employer shall continue the medical, extended health and dental benefits to the dependents of a deceased employee for a period of three months after the employee's death. The premiums for such continuation shall be paid for in full by the Employer.

c. Group Life

The Employer agrees to provide and each employee shall participate in a Group Life Insurance Plan which provides a benefit equal to two-hundred (200) percent of annual earnings. The Employer will pay one hundred (100) percent of the premium cost effective January 1, 2001. An employee without dependents may elect either a flat \$5,000 of coverage or the above outlined two-hundred (200) percent.

d. Joint Benefits

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

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

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

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

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

The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective

only until that date of participation in the benefits trust.

e. Long-term Disability

Employees who meet the Plan's criteria are entitled to the mandatory Long Term Disability Plan. The cost of the plan to be paid 50% by the employer and 50% by the employee.

f. Employee Assistance Plan

The employer shall provide the employees with access to an employer funded Employee Assistance Plan.

g. Part-time Employees

For any employee employed less than seventeen and one-half (17 1/2) hours per week, participation in the benefit plans will be at the employee's option and if selected the Employer's portion of premiums will be the same percentage as the employee's hours of work are to thirty-five (35) with the exception of pension and group life.

h. Supplementation of Compensation Award

An employee prevented from performing the employee's regular work with the Employer on account of an occupational accident resulting from employment with the School Board, and is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the employee's regular salary, such difference to be deducted from the employee's accrued sick leave. This clause shall not apply when the employee is drawing a disability pension from the Workers' Compensation Board.

i. Legislation Affecting Benefits

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislation or other Government action, the amount of the savings shall be used to increase other benefits available to the employees, as may be mutually agreed upon between the parties, or shall be passed on to the employees in the form of increased wage or salary rates or in the form of other benefits. It is mutually agreed that accrued sick leave benefits shall be excluded from this provision.

j. Employment Insurance

All employees shall be covered by the provisions of the Employment Insurance Act, and the Employer agrees that no further certificates exempting employees from coverage under the Act shall be issued.

k. Continuation of Benefits While on W.C.B.

While an employee is in receipt of Workers' Compensation Board wage loss replacement benefits due to an occupational accident arising out of the employee's employment with the Employer, the Employer shall continue to pay its share of the employee benefit premiums. This clause shall not apply when the employee is drawing a disability pension from the Workers' Compensation Board.

l. Continuation of Benefits During Work Stoppages

In the event of a legal work stoppage, the Employer agrees to maintain employee benefits, where permitted by the benefit carrier, on behalf of all employees. The Union agrees to reimburse the Employer for the Employer's share of the premiums during this period.

l. Benefits During Layoff

An individual who retains rights of recall shall be entitled, if otherwise eligible, to maintain participation in all employee benefits enrolled in prior to layoff, by payment of the full cost of such benefits to the Employer.

Within ten (10) days of commencement of layoff, individuals must advise the Employer whether they wish to continue participation in the employee benefits.

ARTICLE 21 HEALTH AND SAFETY

a. Cooperation on Safety

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

b. Union/Employer Safety Committee

A Health and Safety Committee shall be established and composed of two (2) representatives appointed by the Employer, and two (2) representatives of the Union.

c. Meetings of Committee

The Health and Safety Committee shall hold meetings on a regular basis at least once per month and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Either party may call for a meeting which will be held within five (5) working days. Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.

The Health and Safety Committee shall ensure inspections of premises and equipment are conducted on a regular basis.

d. Safety Measures

Employees working in any unsanitary or dangerous conditions shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.

e. Unsafe Working Conditions

- i. No employee shall be disciplined or subject to disciplinary action as defined in Section 250 of Part 3 of the Workers' Compensation Act for refusal to work on a job.
- ii. The parties recognize that students exhibiting violent behaviour may pose safety concerns for employees and other students and the employees shall have the right under these circumstances to invoke Article 21 (e) (i). An employee who refuses work under this clause may be reassigned to alternate work until the matter is resolved.
- iii. Employees will immediately report any unsafe working conditions to the immediate supervisor and administrator/supervisor. The employee (and Union Representative, if desired) and supervisor will develop an action plan to ensure work can be performed without undue risk.
- iii. If the matter is still unresolved, it shall be referred first to the Site Safety Committee at the school who may consult with the school-based team or other appropriate agencies or individuals. If the matter remains unresolved, it shall be referred to the District Health and Safety Committee and, if necessary, the Workers' Compensation Board.

f. Injury Prevention Training

Injury prevention training will be made available to employees who deal with students who display aggressive/violent behaviour.

g. No Disciplinary Action

No employee shall be disciplined for refusal to work on a job which the employee has reasonable cause to believe is not safe.

h. Incident Investigation

The Union and the site representative shall be notified immediately of each accident or injury. The Site Health and Safety Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

i. Pay for Injured Employees

An employee who is injured 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 the employee's regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

j. 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.

k. Video Display Terminals

When employees are required to continuously monitor video display terminals, then:

- i. When an employee's daily work time requires monitoring such video display terminals, the Employer will allow an employee time off with pay for an eye examination, with deduction of such time from the employee's accumulated sick leave, by an eye specialist of the employee's choice and annually thereafter if requested. The examina-

tion shall be at the Employer's expense where costs are not covered by insurance.

- ii. Employees will not be required to continuously monitor a video display terminal screen for longer than two (2) hours without either a fifteen (15) minute rest period, or a reassignment to other work for at least fifteen (15) minutes.
- iii. Pregnant employees who are required to operate VDT's on a continuous basis who choose not to continue operating VDT's during pregnancy may elect one of the following options:
 - a. Request a re-assignment to work in the same or lower classification if available and the employee is qualified to perform such work. The rate of pay shall be at the re-assigned classification.
 - b. Request a Leave of Absence without pay for the duration of the pregnancy. Employees wishing to maintain any of the benefits in Article 20 (b) shall pay the full premium costs.
- iv. The District Health and Safety Committee shall review and make recommendations to ensure that standards recommended by the appropriate ministry are being met.

I. Infectious Environment

i. Infestations

To effect the removal of infestations such as lice or scabies, the Employer will pay necessary medication costs not covered by insurance, for an employee working in an environment where such infestations are shown to exist. Such protection shall also include the immediate family of the employee.

ii. Prevention

The Board will supply annual flu shots and where a risk of Hepatitis is determined in the workplace by the Public Health Officer, the Board will reimburse the cost of the vaccination.

iii. Specific Health Risks

The Board will pay employees the costs not met by employees' own medical coverage for the immediate standard medical treatment to prevent worsening or escalation of HIV, Measles, Hepatitis and AIDS contracted in the workplace.

- iv. Employees shall be granted General Leave with Pay as per Article 17(a) for necessary treatment of Infestations or Specific Health Risks.

ARTICLE 22 JOB SECURITY

a. Contracting Out

The Board and the Union agree that the work of the bargaining unit, as per Article 3, will be protected. Therefore, in order to provide job security, the Board agrees that work or services normally performed by members of the bargaining unit shall not be contracted out, however, after consultation with the Union, the District may contract some work in certain instances concerning emergent or specialized work not done by current employees.

b. Work in the Bargaining Unit

The Employer will not permit any person (including volunteer assistants) to perform any function in a school which would eliminate the necessity for the Employer to employ a person to perform such function.

c. Student Transportation

The Transportation Supervisor will arrange for the transportation of school student(s) for curricular and extra-curricular activities. Langley School District Bus Drivers will be given first priority in the allocation of the trip(s). If for some valid reason the Bus Drivers are unable to do the trip(s), it will be the responsibility of the Transportation Supervisor to post the trip(s) on the bulletin board, stating the valid reason(s) for use of alternate transportation.

d. Amalgamation or Merger

In the event that the School District is amalgamated or merges with any other body, the Employer undertakes to encourage the new district and/or region to implement the provisions 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 in the current collective agreement. In such case the Employer will endeavour to have the conditions of the merging agreement apply.

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

e. Reductions in Staff

If an employee’s hours of work are reduced or jobs are lost through attrition, the Employer shall clearly detail what existing duties are not to be performed in the future.

ARTICLE 23 STUDENT MEDICATION AND MEDICAL PROCEDURES

The Employer, after consultation with parents, family physicians, the public health nurse and the medical health officer, shall ensure that schools have systems for administering

medication and other medical procedures, which systems will include:

- i. Employees shall receive child specific training by appropriate health care personnel.
- ii. A record of training shall be maintained by the Employer and copied to the Health and Safety Committee.
- iii. Ongoing re-evaluation of training shall be conducted by the appropriate health care personnel, records of which shall be copied to the Health and Safety Committee.
- iv. All procedures shall be in accordance with the Inter-Ministerial protocols and any updates thereto.

Where medical procedures (i.e.: catheterization, tube feeding, injections, or other equivalent medical procedures) become part of the required duties and where such medical procedures were not previously part of the required duties of that position, then the individual in that position shall have the option of remaining in that position or receiving layoff notice with all pursuant rights to displace an employee with less accumulated seniority in accordance with Article 12 (a).

ARTICLE 24 VIOLENCE IN THE WORKPLACE

a. Definition

Violence means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that he or she is at risk of injury.

b. Reporting Violent Incidents

- 1. All employees are required to report to the Supervisor any incident of violence.

Incidents include threats as well as physical acts of violence.

2. Incidents must be documented. Employees must complete a Violence Incident Report Form and submit the form to the District Health and Safety Committee.
3. If there is an injury or any medical treatment is contemplated then the employer must complete a WCB Form 7.

c. Sexual and Racial Harassment

Employees are encouraged to report to the Employer all cases of persistent sexual and racial harassment which are initiated by individuals who are not identified in Article 27 - Sexual and Personal Harassment.

ARTICLE 25 GENERAL CONDITIONS

a. Accommodation

Proper accommodations shall be provided for employees to have their meals and keep and change their clothing.

b. 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.

c. Plural Terms May Apply

Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.

d. Continuation of Existing Conditions

Present conditions and benefits enjoyed by employees consistent with or amended by this Agreement shall continue to be enjoyed.

e. Protective Clothing

The Employer will provide, on request, the following protective clothing:

- i. Teacher Assistants - protective smocks and rubber gloves as required by the duties of the position.
- ii. Bus Drivers - rain gear as required for the washing of buses.

ARTICLE 26 TECHNOLOGICAL CHANGE

a. Definition

For the purpose of this Article, Technological Change is defined as:

- i. the introduction by the Employer of a change in his/her work, undertaking of business, or a change in his equipment or material from the equipment or materials previously used by the Employer in his/her work, undertaking or business; or
- ii. a change in the manner the Employer carries on his/her work, undertaking or business related to the introduction of that equipment or material.

b. Retraining

The Employer shall notify the Union no less than 60 days in advance of the introduction of technological change where such technological change may result in layoff or of change in the employment status of the employee.

In the event the Employer should introduce technological change which requires new or greater skills than are currently possessed by the affected employees, the Employer shall provide the employees with training at the employer's expense and allow a reasonable period to acquire the required skills necessitated by the change.

There shall be no change in wages during the training period of such employee. Upon successful completion of the training program, the employee shall receive the wage for that position.

ARTICLE 26 TECHNOLOGICAL CHANGE, cont'd

c. Displaced Employees

Employees who are laid off as a result of technological change shall be compensated in accordance with Article 12 (Layoff and Recall) and Article 12 (d) (Severance) except that those affected shall have the choice of receiving severance allowance as provided for in Article 12(d) (Severance) or being placed on a recall list. Those choosing to be placed on a recall list may, at any time, apply for their severance pay, and, in any event, if they are not rehired within one year will receive their pay. Those receiving severance pay shall forfeit their recall rights.

ARTICLE 27 HARASSMENT

a. Definitions

For the purpose of this article harassment shall be defined as including:

- sexual harassment; or
- any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or

- objectionable conduct, comment, materials or display made on either a one-time basis that demeans, belittles, intimidates or humiliates another person; or
- the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- such misuses of power or authority as intimidation, threats, coercion and blackmail.

The definition of "sexual harassment" shall include:

- any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- an implied promise of reward for complying with a request of a sexual nature; or
- a sexual advance made by a person in authority over the recipient that includes or implies a threat or an unexpressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

b. Investigation

The investigation process for harassment complaints is:

- The information provided in the course of an investigation and any outcome of such investigation is confidential and will be treated as having been supplied in confidence within the meaning of Section 22 (2) (f) of the Freedom of Information and Protection of Privacy Act, and will only be disclosed to the extent necessary to carry out the investigation, or as required by law.
- The following process will apply to any complaints where the complainant and alleged harasser are employees of the District. Where the employee is a member of a bargaining unit they shall be accompanied by their Union

Representative in accordance with the applicable collective agreement. Where an administrative officer, management member is involved, they may be accompanied by a representative of their choice and shall be informed of that right.

1. A written complaint is submitted to the Superintendent, including particulars of the complaint. This does not prevent the complainant from including additional particulars at a later date.

Mediation to resolve the complaint may be pursued at this or any other step of the investigation process.

2. Superintendent appoints a member of senior management to be responsible for the investigation of the complaint. The member of senior management may designate a trained and/or experienced investigator, and note taker if required, to investigate the complaint.
3. The complainant will be interviewed by the investigator, with the

note taker if required, and the complainant's representative.

4. The investigator will meet with the alleged harasser and the alleged harasser's representative(s) to provide written notification that the District intends to initiate an investigation into allegation(s) of harassment, including particulars of the complainant.
 5. The alleged harasser will be interviewed by the investigator, with the note taker if required, and the alleged harasser's representative(s) present.
 6. Interviews of witnesses will include the investigator, the note taker if required, the alleged harasser's representative if required, and the complainant's representative if required. If the witness is a member of a bargaining unit they shall be accompanied by a representative. Other witnesses may be accompanied by a representative.
- It is understood and agreed that the representative of the complainant and the representative of the alleged harasser will not show nor read to the complainant, the alleged harassers or to any witnesses, the notes the representatives have taken at the interviews with the witnesses. Verbal comments made about the notes will only be made in general terms.
7. Upon completion of the investigation, a report by a member of Senior Management will be submitted to the Superintendent for disposition of the complaint.
 - a) The Superintendent will decide on the disposition of the complaint

and respond directly and in writing to the complainant, the alleged har-asser and their respective represent-atives.

2. The Employer shall give notice of lock-out (or the Employer shall lock out its employees) or,
3. The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

ARTICLE 28 NO DISCRIMINATION

There will be no discrimination against any person covered by this agreement on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, parental status or participation in the authorized activities of the Union, except for bona fide occupational requirements.

ARTICLE 29 RETROACTIVITY

All wages, overtime and shift premiums shall be paid retroactive to the dates shown in the collective agreement, unless otherwise agreed between the parties.

ARTICLE 30 TERM OF AGREEMENT

This Agreement shall be for the period July 1st, 1997 to June 30th, 2003, inclusive, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four months immediately preceding June 30th of any year thereafter, by written notice, to require the other party to the Agreement to commence bargaining.

Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect, and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

1. The Union shall give notice to strike (or until the Union goes on strike) or,

Approved and Adopted by:

**THE BOARD OF SCHOOL TRUSTEES,
SCHOOL DISTRICT # 35 (LANGLEY)**

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1260**

This ___ day of _____ 2000

This ___ day of _____ 2000.

Chairman

Chairman, Negotiating Committee

Secretary-Treasurer

President

CLASSIFICATION AND HOURLY RATE

**CUPE 1260
Effective January 01, 1999**

Classification	Banding	July/98	Jan./99	Mar./00	Jan./99	Jan./01	Jan./02	July/02
Crosswalk Supervisor		\$15.00	\$15.00	\$15.00	\$15.15	\$15.15	\$15.47	\$15.86
Noon Supervisor		\$15.00	\$15.00	\$15.00	\$15.15	\$15.15	\$15.47	\$15.86
Mail Clerk	01	\$15.43	\$15.43	\$15.43	\$15.58	\$15.76	\$15.92	\$16.32
Printing Clerk	04	\$17.04	\$17.06	\$17.34	\$17.51	\$17.71	\$17.89	\$18.34
Resource Centre Assistant – Room Bookings	05	\$17.14	\$17.16	\$17.44	\$17.61	\$17.81	\$17.99	\$18.44
Teacher Assistant – Education	05	\$17.14	\$17.16	\$17.44	\$17.61	\$17.81	\$17.99	\$18.44
Cafeteria Assistant	06		\$15.43	\$15.43	\$15.58	\$17.94	\$18.12	\$18.57
Bus Monitor	06	\$17.26	\$17.27	\$17.56	\$17.74	\$17.94	\$18.12	\$18.57
Teacher Assistant – Modern Languages	06	\$17.26	\$17.27	\$17.56	\$17.74	\$17.94	\$18.12	\$18.57
Clerk Steno – Elementary	07	\$17.41	\$17.42	\$17.71	\$17.89	\$18.10	\$18.28	\$18.74
Clerk Typist – Library	08	\$17.76	\$17.77	\$18.07	\$18.25	\$18.46	\$18.64	\$19.11
Receptionist	08	\$17.76	\$17.77	\$18.07	\$18.25	\$18.46	\$18.64	\$19.11
Resource Centre Assistant – A.V.	08	\$17.76	\$17.77	\$18.07	\$18.25	\$18.46	\$18.64	\$19.11
Teacher Assistant – Aboriginal	08	\$17.76	\$17.77	\$18.07	\$18.25	\$18.46	\$18.64	\$19.11
Teacher Assistant – Computer	08	\$17.76	\$17.77	\$18.07	\$18.25	\$18.46	\$18.64	\$19.11
Bus Driver	09	\$18.27	\$18.27	\$18.27	\$18.45	\$18.66	\$18.85	\$19.60
Clerk Steno – Counselling	09	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$19.12	\$19.60
Clerk Steno – District Education Office	09	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$19.12	\$19.60
Clerk Steno – Home Stay	09	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$19.12	\$19.60
Clerk Steno – International Students Program	09	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$19.12	\$19.60
Clerk Steno – Secondary	09	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$19.12	\$19.60
Homestay Coordinator - Summer	09						\$19.12	\$19.60
Library Technician – Schools	09	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$19.12	\$19.60
Media Production Technician	09	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$19.12	\$19.60
Registration Clerk	09	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$19.12	\$19.60
Resource Centre Assistant – Library Processing	09	\$17.41	\$17.42	\$18.52	\$17.89	\$18.93	\$19.12	\$19.60
Teacher Assistant - Aboriginal	09	\$17.76	\$17.77	\$18.07	\$18.25	\$18.93*	\$19.12	\$19.60
Teacher Assistant – Career Prep	09	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$19.12	\$19.60
Teacher Assistant – E.S.L.	09	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$19.12	\$19.60
Teacher Assistant – Visually Impaired	09	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$19.12	\$19.60
Secondary School Apprenticeship Program	10	\$20.00 RC	\$20.00 RC	\$20.00 RC	\$20.00 RC	\$20.00 RC	\$20.00 RC	\$20.11
Accounting Clerk II – Accounts Payable	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Clerk Steno – Maintenance	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Clerk Steno – Personnel	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Clerk Steno – Word Processing	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Clerk Typist – Sub Dispatch	10	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93*	\$19.12	\$20.11

Classification	Banding	July/98	Jan./99	Mar./00	Jan./99	Jan./01	Jan./02	July/02
Homestay Coordinator	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Library Technician – Milner	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Library/Info Technician	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Purchasing/Warehouse Clerk	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Registration/Accounting Clerk - ISP	10						\$19.62	\$20.11
Secretary – Transportation	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11

Secretary to District Admin. – Career Ed.	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Secretary to District Admin. – Student/Instructional Services	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Teacher Assistant – Cafeteria	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Teacher Assistant – Career Center	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Teacher Assistant – Computer/EBUS	10					\$19.43	\$19.62	\$20.11
Teacher Assistant – Help Center	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Teacher Assistant – Multicultural	10	\$18.69	\$18.71	\$19.02	\$19.21	\$19.43	\$19.62	\$20.11
Computer Operator/Systems Coordinator	11	\$19.62 RC	\$19.62 RC	\$19.62 RC	\$19.82 RC	\$20.05 RC	\$20.15	\$20.65
Accounting Clerk II – Accounts Receivable	11	\$19.19	\$19.20	\$19.52	\$19.72	\$19.95	\$20.15	\$20.65
Clerk Steno – Aboriginal	11	\$19.19	\$19.20	\$19.52	\$19.72	\$19.95	\$20.15	\$20.65
Clerk Steno – Clerical Resources	11	\$18.20	\$18.22	\$18.52	\$18.71	\$18.93	\$20.15*	\$20.65
Clerk Steno – Purchasing	11	\$19.19	\$19.20	\$19.52	\$19.72	\$19.95	\$20.15	\$20.65
Financial Accounting Assistant	11						\$20.15	\$20.65
Head Secretary – Langley College	11	\$19.19	\$19.20	\$19.52	\$19.72	\$19.95	\$20.15	\$20.65
Registration/Accounting Clerk	11	\$19.19	\$19.20	\$19.52	\$19.72	\$19.95	\$20.15	\$20.65
Secretary to District Admin. – Student Support Services	11	\$19.19	\$19.20	\$19.52	\$19.72	\$19.95	\$20.15	\$20.65
Teacher Assistant - ISP - Schools	11						\$20.15	\$20.65
Teacher Assistant – Oral Interpreter	11	\$19.19	\$19.20	\$19.52	\$19.72	\$19.95	\$20.15	\$20.65
Teacher Assistant – Special Education	11	\$19.19	\$19.20	\$19.52	\$19.72	\$19.95	\$20.15	\$20.65
Teacher Assistant - Spec. Ed./Modern Languages	11						\$20.15	\$20.65
Teacher Assistant – Visually Impaired/Special Education	11	\$19.19	\$19.20	\$19.52	\$19.72	\$19.95	\$20.15	\$20.65
Teacher Assistant - Special Ed/ABA	11						\$20.15	\$20.65
Dispatcher – Transportation	12	\$20.00	\$20.00	\$20.02	\$20.22	\$20.45	\$20.65	\$21.17
Cataloguing Librarian	12	\$19.68	\$19.69	\$20.02	\$20.22	\$20.45	\$20.65	\$21.17
Kitchen Supervisor	12	\$19.68	\$19.69	\$20.02	\$20.22	\$20.45	\$20.65	\$21.17
Printer	12	\$19.68	\$19.69	\$20.02	\$20.22	\$20.45	\$20.65	\$21.17
Secretary to District Admin. – Modern Languages	12	\$19.68	\$19.69	\$20.02	\$20.22	\$20.45	\$20.65	\$21.17
Teacher Assistant – Interpreter Elementary	12	\$19.68	\$19.69	\$20.02	\$20.22	\$20.45	\$20.65	\$21.17
Teacher Assistant – Science	12	\$19.68	\$19.69	\$20.02	\$20.22	\$20.45	\$20.65	\$21.17
Teacher Assistant – Special Education – Pathfinder	12	\$19.68	\$19.69	\$20.02	\$20.22	\$20.45	\$20.65	\$21.17
Teacher Assistant – Special Education/Work Experience	12	\$19.68	\$19.69	\$20.02	\$20.22	\$20.45	\$20.65	\$21.17
Clerical Resources Supervisor	13	\$20.17	\$20.18	\$20.52	\$20.73	\$20.97	\$21.18	\$21.71
Clerk Steno – Computer	13	\$20.17	\$20.18	\$20.52	\$20.73	\$20.97	\$21.18	\$21.71
Educational Interpreter	13	\$20.17	\$20.18	\$20.52	\$20.73	\$20.97	\$21.18	\$21.71

Classification	Banding	July/98	Jan./99	Mar./00	Jan./99	Jan./01	Jan./02	July/02
Payroll Clerk	13	\$20.17	\$20.18	\$20.52	\$20.73	\$20.97	\$21.18	\$21.71
Professional Services Assistant	13	\$20.17	\$20.18	\$20.52	\$20.73	\$20.97	\$21.18	\$21.71
Secretary – Apex Secondary	13	\$20.17	\$20.18	\$20.52	\$20.73	\$20.97	\$21.18	\$21.71
Secretary – Elementary	13	\$20.17	\$20.18	\$20.52	\$20.73	\$20.97	\$21.18	\$21.71
Secretary – Maintenance	13	\$20.17	\$20.18	\$20.52	\$20.73	\$20.97	\$21.18	\$21.71
Teacher Assistant – Deaf & Hard of Hearing/Visually Impaired	13	\$20.17	\$20.18	\$20.52	\$20.73	\$20.97	\$21.18	\$21.71
Teacher Assistant – Special Education/Physical Needs	13	\$20.17	\$20.18	\$20.52	\$20.73	\$20.97	\$21.18	\$21.71
Accounts Payable Supervisor	14	\$20.71	\$20.73	\$21.07	\$21.28	\$21.52	\$21.74	\$22.28
Buyer	14	\$20.71	\$20.73	\$21.07	\$21.28	\$21.52	\$21.74	\$22.28

Secretary to Director – International Students	14	\$20.71	\$20.73	\$21.07	\$21.28	\$21.52	\$21.74	\$22.28
Child Care Worker	15	\$21.25	\$21.27	\$21.62	\$21.84	\$22.09	\$22.31	\$22.87
Head Secretary	15	\$21.25	\$21.27	\$21.62	\$21.84	\$22.09	\$22.31	\$22.87
Teacher Assistant – International Students Program	15	\$21.25	\$21.27	\$21.62	\$21.84	\$22.09	\$22.31	\$22.87
Payroll Supervisor	16	\$21.79	\$21.81	\$22.17	\$22.39	\$22.65	\$22.88	\$23.45
Applications Analyst - Info. Systems	17					\$23.26	\$23.49	\$24.08
Head Educational Interpreter	17						\$21.66	\$22.20
Family Support Worker	18		\$23.00	\$23.00	\$23.23	\$23.50	\$23.74	\$24.33
	18	\$22.97						
	19	\$23.56						

*Applications Analyst to pay band 17 effective 2001 03 19

*Clerk Stenographer - Clerical Resources to pay band 11 effective 2002 04 08

*Clerk Typist - Substitute Answering to pay band 10 effective 2001 05 14

*Resource Centre Assistant - Library Processing to pay band 9 effective 2001 01 23

*Teacher Assistant - Aboriginal to pay band 9 effective 2001 05 14

*Teacher Assistant - Computer/EBUS to pay band 10 effective 2001 01 23

*RC - Red Circled

LETTER OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT NO. 35 (LANGLEY)
AND
C.U.P.E. LOCAL 1260

RE: JOINT BENEFITS TRUST

The parties agree to participate in a jointly trusted benefits trust once established, in accordance with the Industrial Inquiry Commission #2 Report dated (May 30 or June 7, 2000) and provided that all obligations to existing benefit carriers and consultants have been fulfilled.

The parties agree to meet within sixty (60) days of the establishment of the trust to negotiate any necessary amendments to the collective agreement.


for the Union


for the Employer


Date
10:13 PM

LETTER OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT NO. 35 (LANGLEY)
AND
C.U.P.E. LOCAL 1260

STUDENT MEDICATION AND MEDICAL PROCEDURES



Whereas:

CUPE agrees to withdraw its proposals regarding catheterization pursuant to Article 23 (Student Medication and Medical Procedures);

Whereas;

The Union does not agree with the interpretation of the inter-ministerial protocol governing service levels for special needs students;

1. The parties agree to establish a committee consisting of representatives of the Union and the Board to obtain an understanding with the Ministry of Health regarding the permissibility of an employee who is trained to perform the catheterization procedure for a special needs student identified as a Level II.
2. This Committee will be established following ratification of the Collective Agreement and will report its findings to the representatives of respective parties by November 30th, 2000.
3. In the event that the Board and CUPE are not able to agree on the interpretation and application of the inter-ministerial protocol, the matter shall be referred to arbitration for resolution.


For the Board

Date


For the Union
1/20 P.M.

LETTER OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT NO. 35 (LANGLEY)
AND
C.U.P.E. LOCAL 1260

CATHETERIZATION PROCEDURE

Whereas:

The Board and the Union have met pursuant to the Letter of Understanding dated 2000 03 20. The parties met on 2001 09 13 and 2001 11 07 and have reached an understanding regarding the permissibility of an employee who is trained to perform the catheterization procedure for a special needs student.

- The registered nurse from Nursing Support Services funded by the Ministry of Child and Families will determine which special health related aspects of a child's care may be delegated to a trained Teacher Assistant.
- The registered nurse from Nursing Support Services will be responsible to ensure Teacher Assistants are trained and monitor in the special health related aspects of a child's care.
- Training for a special health procedure is specific to the child for which it was intended.
- Clean intermittent catheterization is one of the delegated special health procedures.

For the Board

for the Union

Date

LETTER OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT NO. 35 (LANGLEY)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1260

WCB COMPLIANCE PLAN

The District Health and Safety Committee, which includes representation from CUPE Local 1260, has a compliance plan regarding the application of the Workers' Compensation Board Occupational Health and Safety regulations. The compliance plan is set out in the attached document. Any issues regarding the application of the Workers' Compensation Board Occupational Health and Safety Regulations may be resolved through the grievance procedure.


FOR CUPE LOCAL 1260

DATE


FOR THE EMPLOYER

DATE

**THREE YEAR COMPLIANCE PLAN
FOR WCB OCCUPATIONAL
HEALTH AND SAFETY REGULATIONS**

Year One _____	Date
Confined Spaces	January 00
Working Alone	January 00
Biohazardous Material	February 00
Violence in the Workplace	February 00
Inspection of Automotive Hoists	February 00
Lockout Procedures	January 00
First Aid Manual	May 00
Ground Fault Circuit Interrupters (GFCI's)	November 99
Contractor Coordination	January 00
Health and Safety Committee	February 00
• Inspections	
• Investigations	
• Meetings	
Indoor Air Quality Baseline Audit	March 00
Investigation protocol	November 99
Preventive Maintenance	January 00
Wood Shop Dust Baseline Audit	March 00
Exterior Lighting Baseline Audit	March 00
Year Two _____	
Wood Shop Dust	October 00
Exterior Illumination	September 00
Noise Exposure	January 01
Eye Wash Stations – Showers	April 02
Emergency Preparedness	May 02
Respirator Program	January 02
Personal Protective Equipment	September 02
Fall Protection	January 02
Year Three _____	
Office Ergonomics	January 02
Materials Handling Ergonomics	September 02
Pesticides Application	January 02
Cold Stress	April 02
Heat Stress	May 02

LETTER OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT NO. 35 (LANGLEY)
AND
CUPE LOCAL 1260

GENDER NEUTRAL JOB EVALUATION PLAN

Langley School District has implemented the Gender Neutral Job Evaluation Plan 88%. The parties agree to continue with full implementation of the Plan, in accordance with government Job Evaluation guidelines within a mutually agreeable time period. The agreeable time period will be ratified by the parties.


For the Union


For the Employer


Date
10:13 PM

LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 1260
AND
SCHOOL DISTRICT NO. 35 (LANGLEY)

Four Hour Minimum

Whereas the School District has reviewed the impact of the four hour minimum and has determined that approximately 18 positions are affected, the cost of which amount to approximately \$23,000 and whereas the Board and the Union would like to implement the four hour minimum with the least disruption to students and the programs and whereas the Board and the Union agree to implement the four hour minimum consistent with decentralized decision making model.

The Board and the Union agrees to the following conditions for the implementation of the 4 Hour Minimum as determined by the IIC#2:

- The Board will implement the four hour minimum to those employees who work less than minimum four hours for the 2000-2001 school year by temporarily increasing their assignments to comply with the 4 hour minimum, effective December 1, 2000 to June 30, 2001. The District will access the 4 Hour Minimum Fund to implement the 4 Hour Minimum. This excludes Noon and Crosswalk Supervisor positions.
- The Board and the Union will establish a Board/Union Four Hour Implementation Committee otherwise known as the "Committee", consisting of 2 representatives from the Union and the Human Resources Officer- Support Staff and Labour Relations Officer.
- The Board may combine positions in order to implement the 4 hour minimum.
- The Board will continue to post vacancies as vacated or created.
- The Board may call out casual staff for less than 4 hours if an employee is unable to continue working and a replacement is required part way through the day.
- The Board will pay mileage to an employee who is required to work in two separate locations to make up the four hour minimum.
- Disputes regarding the implementation of the 4 hour minimum will be referred to the Committee, if within a week of referral the dispute has not been resolved, it shall be referred to the Dispute Resolution Committee consisting of the Administrative Officer, Assistant Superintendent – Human Resources, Labour Relations Officer, the CUPE National Representatives and CUPE Local representatives. In the event there is still a dispute, it will be referred to expedited arbitration pursuant to Article 8. The Board and the Union agree to have Chris Sullivan act as the arbitrator.
- The committee will meet on the third week of May to review the implementation of the four hour minimum for the 2001-2002 school year.

Jennifer Lomas
for the Board
Date Nov. 28/00 9:35am

Donna Mason
for the Union
9:35AM
Nov. 28/2000

LETTER OF UNDERSTANDING

BETWEEN

SCHOOL DISTRICT NO. 35 (LANGLEY)

AND

C.U.P.E. LOCAL 1260

LAYOFF PROCESS

Where it is anticipated that there will be sufficient regular or substitute vacancies to accommodate the employees served layoff notice, the Parties agree that it is desirable to wait until the first day of student attendance in the new school year to commence the annual layoff process. Where the layoff process is deferred in this manner, the Employer may re-assign employees on one day's notice, to an alternate position, at the same wage rate and hours per week, for the purpose of providing work during the period of layoff notice.

Dennis Maxon
For the Union

Lynda (sic) [unclear]
For the Employer

May 31, 1996
Date

May 31, 1996
Date

LETTER OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT NO. 35 (LANGLEY)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1260

RE: STAFFING PROCESS

In order to improve and clarify the staffing process, the parties agree as follows:

- a) To continue to use the attached refined process (Schedule 1) for filling a regular position vacancy on a trial basis.
- b) To use the attached refined process (Schedule 2) for regular employees served layoff notice on a trial basis.
- c) The refined process to be utilized for the period **July 1, 2003** to **June 30, 2004** and may be reviewed prior to the end of the term.

Dates this 29th day of April, 2003

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

Donna Mason

Jennifer Canas

LETTER OF UNDERSTANDING

BETWEEN

C.U.P.E. LOCAL 1260

AND

SCHOOL DISTRICT NO. 35 (LANGLEY)

BUS DRIVERS – HOURS OF WORK

1. The parties agree to form a joint committee of three (3) representatives of each of the District and the Union to clarify the intent of Article 13, Section 1(a) – Bus Drivers – Hours of Work.
2. The recommended working for the committee will be referred to the Union and the District for ratification.

Above dated May 31, 1996

MEMORANDUM OF AGREEMENT
"Letter of Understanding: Conditions pursuant to IIC #2"

BETWEEN

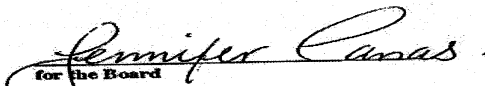
CUPE LOCAL 1260

AND

SCHOOL DISTRICT NO. 35 (LANGLEY)

Whereas the Board and the Union have agreed that the following conditions pursuant to IIC #2 and all previously agreed to items conclude the renewal of the Collective Agreement. The parties agree as follows:

- the Board shall attach the Paul Ramsey letter dated 2000 06 06 to the Collective Agreement.
- the Board pays a 1% wage increase retroactive to 1999 01 01.
- the Board agrees to convert approximately 1% of the 2% wage increase effective January 1, 2001 for the purposes of achieving 100% employer paid benefits for medical, extended health and group life.
- for the period January 1, 2002 to June 30, 2003, a wage increase equivalent to wage increases negotiated in the broad public sector, such as between the Public Service Employee Relations Commission (PSERC) and B.C. Government & Services Employees' Union (BCGEU), the Health Employers' Association of B.C. (HEABC) and the health care unions, the B.C. Public School Employers' Association (BCPSEA) and the B.C. Teachers' Federation (BCTF). In the event a dispute arises, it shall be referred to Irene Holden and Vince Ready for a final and binding resolution.
- wage increase of 1%, effective January 1, 2002.
- the parties agree to fulfill the intent of the Accord and no layoffs of CUPE employees after September 30th for the duration of the school year. Staff changes that become necessary during the school year will be dealt with through the process outlined in the Letter of Understanding dated with 2000 06 20 except in Schedule 2 (e), where if, after September 30th, there were no available positions within the same classification or at the same or greater hours, then the individual would be placed on the casual list on a float basis until the end of the school year.
- The term of the Collective Agreement is July 1, 1997 to June 30, 2003.


for the Board
December 20, 2000
Date


for the Union

LETTER OF UNDERSTANDING
WORK EXPERIENCE PLACEMENT PARTNERSHIP AGREEMENT
BETWEEN
SCHOOL DISTRICT NO. 35 (LANGLEY)
AND CUPE LOCAL 1260
AND CUPE LOCAL 1851

The partners to this Letter of Understanding agree that the provisions of work experience for secondary school students is in the best interest of the community as a whole and students in particular. The purpose of the Letter of Understanding is to set in place the framework within which Work Experience Placements shall operate. This Letter of Understanding will be reviewed and revised when there are changes to the Work Experience program.

The following terms and conditions must be met in order for a Work Experience placement to be acceptable.

- | | |
|--------------------|--|
| TERMS OF REFERENCE | 1. For the purpose of this agreement, work experience placements are identified as follows:

A Work Experience placement is designed to introduce School District #35 students to specific work experiences and skills by placing the student in a working environment for a period of time in order that the student can experience first hand the demands of the workplace and the jobs and skills in the work force. |
| EMPLOYMENT ISSUES | 2. A Work Experience placement is not to be made when such placement will replace an employee. Should the employee with whom the work experience student is working not be available, the educational supervisor shall be notified and the placement will be suspended until such time as the employee returns or an alternate work experience placement is identified. Work experience will only be made with regular employees. |
| SAFETY ISSUES | 3. Before a student is placed in a work experience placement the student will be given general occupational health and workplace safety training.

4. On the first day of the work experience placement the student will be given a site specific occupational health and workplace orientation before any hands on tasks are performed.

5. It is the joint responsibility of the School District, the supervising teacher, the student's teacher, and Local 1260 or Local 1851 to ensure that the student wear all appropriate safety equipment needed for that work site as required by the Workers' Compensation Board.

6. It is the responsibility of the School District to provide Workers' Compensation coverage for any student being placed in a Work Experience placement. |
| SUPERVISION ISSUES | 7. The student on a work experience placement must be supervised at all times by the worker(s) whose job the student is learning. At no time will a student on a work experience placement be allowed to perform hands on unsupervised by the worker whose job the student is learning.

8. The worker who is assigned to supervise a student on a work experience placement will be provided with adequate time to work with the student.

9. When a student is placed in a work area where confidentiality of records/information must be maintained, the teacher supervisor and the |

worksite supervisor will give clear instructions regarding the protection of confidentiality. It is not recommended that students be placed at a worksite where dealing with confidential information is a major concern of the job the student is learning.

NOTIFICATION OF INTENT

10. The appropriate Local will receive written notification of the intent to place a student on work experience. The Local will notify the Employer if there are any concerns regarding a placement.

NOTIFICATION OF INTENT

11. STEP ONE: Request to principal if school-based or supervisor if district based.



STEP TWO: Speak to employee who will be the student's supervisor.

STEP THREE: Send notification of Intent to CUPE 1260 or 1851.

STEP FOUR: The Local will notify the supervising teacher if there are any concerns regarding a placement.

EXCEPTIONS

12. All partners identified in this Letter of Understanding agree that the conditions identified for work experience placement will be adhered to and/or others as may be agreed to by the partners.


For Local 1260
Sept. 16 1996
Date

For Local 1851
16 Sept 96
Date


For the Employer
Sept. 16
Date

THIS AGREEMENT made the 6 day of January, 1998

Rec'd from
1260
99 02 02

BETWEEN: The Board of School Trustees of School
District No. 35 (Langley)
(hereinafter called "the Board")

PARTY OF THE FIRST PART

AND: Canadian Union of Public Employees, Local 1260
(hereinafter called "the Union")

PARTY OF THE SECOND PART

WHEREAS the Board and the Union wish to establish a Plan whereby members of the Union employed by the Board have the opportunity of taking a one-year leave of absence on a deferred compensation basis.


NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties agree to institute the Plan attached hereto, whereby an employee may take a leave of absence on a deferred compensation basis on the terms and conditions described in the Plan.

IN WITNESS WHEREOF this Agreement has become executed by the parties hereto as of the day and year first above written.

Nothing in the Plan shall be construed to conflict with the Revenue Canada legislation or regulations in this regard. Where there is conflict between legislation/regulations and this agreement, the legislation/regulations shall govern.

THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT #35 (LANGLEY)

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1260



For the Board



for the Union

**LETTER OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT NO. 35 (LANGLEY)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS 1260 &1851**

The parties recognize that part of the wage re-opener on July 1, 1996 was utilized to fund the Board's portion of a Long Term Disability Plan. With the implementation of the PEBT Core LTD Plan, the Board will utilize the same portion of the wage re-opener to fund an Optional LTD Plan. The Optional Plan will be a taxable plan with 60% of monthly earnings and the same elimination period as the Core LTD Plan. The Board will pay 100% of the cost of the Optional Plan. The premium rate for the Optional Plan at April 30, 2003 is 0.413% of payroll.

The parties recognize that the Union wishes to pursue with the Board any cost savings between the School District No. 35 LTD Plan and the Optional LTD Plan.

The parties recognize that should the provincially fully funded LTD Plan be revised to include the level of coverage provided by the Optional Plan, the Board will negotiate reallocation of the percentage of the July 1, 1996 wage re-opener funding the LTD Plan to the benefit of the employees.

Edna Rich per Donna Mason
For CUPE Local 1260

May 21, 2003
Date

Glenn E. Gohl
For CUPE Local 1851

May 21, 2003
Date

H. A. Robson
For School District No. 35 (Langley)

2003 05 21
Date

PART 6 LEAVES AND JURY DUTY

51. Pregnancy leave

1. A pregnant employee who requests leave under this section is entitled to up to 17 weeks of unpaid leave
 - a) beginning
 - i) no earlier than 11 weeks before the expected birth date, and
 - ii) no later than the actual birth date, and
 - b) ending
 - i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
 - ii) no later than 17 weeks after the actual birth date.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
4. A request for leave must
 - a) be given in writing to the employer,
 - b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
5. A request for a shorter period under subsection (1) (b)(i) must
 - a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
 - b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work

51. Parental leave

1. A pregnant employee who requests parental leave under this section is entitled to
 - a) For a birth mother who take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,

- b) for a birth mother who does not take leave under section 50 in relation to them birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after the event,
 - c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
 - d) for an adopting parent, up to 37 consecutive weeks beginning after the child is placed with the parent.
2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
3. A request for leave must
- a) be given in writing to the employer,
 - b) if the request is for leave under subsection (1)(a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
4. An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50(3) or subsection (2) of this section.

[Excerpt from: Employment Standards Act (B.C.), Part 6 - Leaves and Jury Duty, Section 50 and 51, 2000, c. 26, s.8 and s. 9]

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Effective July 1, 2002, the rate for mileage is \$.41 per km for the first 300 km and \$.32 per km for mileage in excess of 300 km.

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