

**AGREEMENT**

**BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES**

**OF**

**SCHOOL DISTRICT NO. 42 (MAPLE  
RIDGE-PITT MEADOWS)**

**AND**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**

**LOCAL 703**

**JULY1, 2003 TO JUNE 30, 2006**

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This Agreement made and entered into

BETWEEN: The Board of School Trustees of School District No. 42 (Maple Ridge-Pitt Meadows), hereinafter called the "Board",

Party of the First Part

AND: The Canadian Union of Public Employees, Local 703, chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress, hereinafter called the "Union",

Party of the Second Part.

### PREAMBLE

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

- (a) To maintain and improve the harmonious relations and settled conditions of employment between the **Board** and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- (e) To recognize that the principle of **pay equity** shall apply, regardless of sex;
- (f) To acknowledge that the implementation of this Agreement shall in no case operate to lower the wages paid to any employee;
- (g) To recognize that wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party, or parties, hereto so require;
- (h) To recognize the annotations found throughout this Agreement are for reference and ease of understanding and are not legal components of the Agreement;

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

NOW, THEREFORE, the parties agree as follows:

### ARTICLE 1

DEFINITIONS\*

- 1.1 "Employee" shall mean a person who is an "employee" as defined in the Labour Relations Code of British Columbia.
- 1.2 "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. A regular employee shall be entitled to all benefits according to the terms and conditions of this Agreement.
- 1.3 "Time Duration Employee" shall mean an employee who is employed to augment the regular staff or who is employed on a special project of limited duration of **sixty** (60) working days or more but not exceeding six (6) calendar months. As agreed in Article 14.5.5 time duration positions posted to fill vacancies as a result of employees on extended leave of absence shall be posted to cover the whole period of absence. Such period of time may be extended by mutual consent of both parties in writing.  
  
**Time Duration employees shall be paid for statutory holidays outlined in Article 11 if the employee has worked for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the statutory holiday.**
- 1.4 Probationary employees including time duration employees shall serve a probationary period of sixty (60) working days and during this period shall be subject to dismissal on one day's notice, subject to Statutory Regulations. A probationary employee shall be entitled to all benefits according to the terms and conditions of the Agreement.
- 1.5 Casual Employee **means** an employee hired on a day-to-day basis (on call). Casual employees may have posted positions of less than **sixty** (60) days or be assigned to a set schedule for less than **thirty** (30) days.
  - 1.5.1 **Call out of casual employees shall be done in order of seniority for Instructional Support, Maintenance, Grounds, and Custodial employees.**
- 1.6 **Seniority is defined as the length of service in the bargaining unit.**

\*Refer also to Letter of Understanding Re: **Lunch** Hour Supervision and **Re: Casual Clerical Call-Outs**.

## ARTICLE 2

### MANAGEMENT RIGHTS

The Management of the Board's operations and the direction of the **workforce** is vested exclusively in management, subject to the provisions of the Collective Agreement.

The Board retains all rights to manage its business and direct the **workforce** subject only to the specific provisions of this Collective Agreement.

In addition, **Management** shall have the right to determine the size and number of the **workforce** in the active employ of the **Board**, from time to time, and to select and promote its employees subject to the specific provisions of the Collective Agreement, and to discipline or discharge employees for proper cause provided that this shall in no way prejudice the right of any employee to grieve any matter in accordance with this Agreement.

## ARTICLE 3

### UNION RECOGNITION

3.1 The Board recognizes the Canadian Union of Public Employees, Local No. 703, as the sole and exclusive collective bargaining agency for all of its employees, save and except those excluded by the Labour Relations Code of British Columbia, and hereby consents and agrees to negotiate with the Union concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.2 **Employees of the Board whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in emergency situations when regular and/or casual employees are not available.**

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

#### 3.4 Bulletin Boards

The Board 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 place notices of meetings and such other notices as may be of interest to the employees.

#### 3.5 Internal Mail

Where no operational difficulties are created, the Union may use at no cost, the District courier service, **email system**, and the employee mail boxes for communication to bargaining unit members. The Union shall be responsible for distribution of material into the designated delivery boxes, slots, etc.

### 3.6 Employee Status/Volunteers

**It is agreed that no regular employee will be replaced, laid off or suffer a reduction in hours of work as a result of a volunteer doing the employee's work.**

The Board, the Union, and all employees agree to maintain positive relationships with volunteers. It is agreed that all problems or grievances related to the **Board's** volunteers, whether individually or collectively, will be restricted to formal channels, namely the employee's supervisor or the grievance procedure.

## ARTICLE 4

### UNION SECURITY

All employees of the Board, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitutions and Bylaws of the Union. All employees, on date of hire, shall be required to sign an application for Union membership and an authorization for deduction of Union dues.

The Board agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the Secretary-Treasurer of the Board of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Secretary-Treasurer of the Board, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees 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 5

COMMITTEES

5.1 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Board or a committee of the Board without written authorization of the Union. Accordingly, the Union will supply the Secretary-Treasurer of the Board with the names of its officers, and similarly the Secretary-Treasurer of the Board will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

5.2 Labour Management Committee

5.2.1 A Labour Management Committee shall consist of not more than five (5) members **appointed by the Board** and not more than five (5) members **appointed by the Union**. The Union shall endeavour to have representation from each of the employee groups and will advise the Secretary Treasurer of the Board, of the Union nominees to the Committee, and likewise the Secretary Treasurer of the Board, will advise the union of the Board nominees of the Committee.

5.2.2 Function of Labour Management Committee

The Committee shall concern itself with the following general matters:

- (a) Issues arising from interpretation of the Collective Agreement (but not grievances).
- (b) Considering constructive criticisms of all activities so that better relations shall exist between the **Board** and the employees.
- (c) Improving and extending services to the School District through communication.
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstandings.
- (f) Promoting of professional development and in-service opportunities.

5.2.3 Meetings of Committee

The Committee shall meet within **thirty** (30) calendar days at the request, in writing, of either party at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

5.2.4 Chairperson of the Meeting

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

#### 5.2.5 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

#### 5.2.6 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Union or of the Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

### 5.3 Negotiating Committee

#### 5.3.1 Board's Negotiating Committee

**The Board's Negotiating Committee will be comprised of a core group of Secretary Treasurer or designate and five (5) representatives of the Board supplemented from time to time by resource persons as required.**

#### 5.3.2 Union's Negotiating Committee

**The Union's Negotiating Committee will be comprised of five (5) members of CUPE, Local 703 and the Union National Representative or designate supplemented from time to time by resource persons as required.**

#### 5.3.3 Function of Negotiating Committee

All matters which may concern either party pertaining to collective bargaining or in connection with the interpretation of the Collective Agreement shall be referred to the Negotiating Committee as per Article 23 of this Agreement.

#### 5.3.4 Technical Information

For the purpose of joint bargaining, the Board shall disclose to the Union readily available material and information, such as payroll records and other related data.

### 5.4 Additional Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board, and likewise the Board shall have the same right to engage outside assistance.

## **5.5 Cost Responsibility**

**The parties agree that Labour Management Committee and Negotiating Committee meetings are defined in Article 5.2 and 5.3.**

### **Cost Responsibility:**

- **Leaves of absence for C.U.P.E., Local 703 employees to attend and participate in Labour Management Committee and Negotiating Committee meetings shall be shared between the parties on the basis of 75% by the Board and 25% by the Union. Up to one (1) hour for preparation purposes for Labour Management Committee shall be provided, if necessary, and considered to be Labour Management Committee time.**
- **Leaves of absence by C.U.P.E., Local 703 employees to attend meetings exclusively of C.U.P.E., Local 703 members for purposes of organizing, discussing, or preparing for Labour Management Committee or Negotiating Committee meetings as defined in Article 15.2 and 15.3 that do not involve participation by Board representatives shall be at 100% cost to the Union.**
- **Employees involved with leaves of absence as referred to above shall continue to be paid by the Board. The Board shall issue billing to the Union to recover the appropriate amount for leaves of absence, and the Union shall reimburse the Board within thirty (30) days of issue of invoice.**

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

#### **6.1 Application**

In the event that a dispute arises concerning the interpretation, application, operation or any alleged violation of this agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether any matter is arbitrable, such difference or dispute shall be settled through the grievance and arbitration procedure without stoppage of work.

Where the grievance is **initiated** as a result of a suspension or dismissal, the grievance will commence at Step 2.

Either the Board or the Union may submit a policy grievance at Step 4 of the grievance procedure.

Commencing at Step 2 all grievances and replies shall be in writing.

**All grievances, disciplinary, and/or investigation meetings will be held during normal hours of work and shall be at no loss of pay to the grievor(s) or the Union representative in attendance as outlined below:**

- **One (1) Union representative shall attend any Step 2 grievance meetings called by the Board.**
- **One (1) Union representative shall attend any disciplinary and/or investigative meetings called by the Board.**
- **Up to five (5) representatives of the Union to attend Joint Grievance Committee meetings.**

**In addition, the Board will pay for one (1) Union representative to attend arbitration/mediation hearings up to the number of hours identified in Article 10.1.**

#### Step 1

An employee who has any concern is expected to raise it initially with his supervisor and, if still unsatisfied after such discussion, shall, with a Shop Steward, take it up as a grievance with **the employee's supervisor** within ten (10) working days **of the date the employee(s) or the Union first became aware of the incident giving rise to the grievance.**

**If within five (5) working days the grievance is not settled to the satisfaction of the employee or the Union, the Union may submit the written grievance to the Secretary Treasurer of the Board.**

#### Step 2

**The Secretary Treasurer of the Board or designate shall respond within five (5) working days of receipt of the written grievance with his/her decision.**

**If the grievance is not settled to the satisfaction of the Union, the Union may submit the grievance to the Joint Grievance Committee within five (5) working days of the decision being received.**

#### Step 3

**The Joint Grievance Committee, consisting of up to five (5) Union representatives and up to five (5) Board representatives, shall meet within ten (10) working days of the request for a meeting. The Committee shall hear the grievance and a decision shall be provided within five (5) working days.**

**If the grievance is not settled to the satisfaction of the Union, the grievance may be submitted to Arbitration within thirty (30) calendar days of the Joint Grievance Committee decision.**

## 6.2 Arbitration

6.2.1 Within five (5) working days of the date on which the letter is mailed to the School Board giving notice that the matter is being submitted to arbitration, the Union shall appoint its member to the Arbitration Board.

Within five (5) working days of the date on which written notification is received from the Union, the School Board shall appoint its member to the Arbitration Board.

The Board of Arbitration shall consist of three (3) members. One appointed by the Union, one appointed by the Board and a Chairman appointed by the two (2) members appointed by the parties.

The Chairman of the Arbitration Board is to be appointed within five (5) days of the date of appointment of the School Board's member.

Should the members appointed by the parties fail to agree to a Chairman within the said five (5) days, then the Minister of Labour of the Province of B.C. shall be requested to appoint a Chairman.

### 6.2.2 Authority of Arbitration Board

**The decision of the Arbitration Board or of a majority thereof with respect to the dispute shall be final and binding upon the parties, but in no event shall the Arbitration Board have the power to alter, modify, or amend any part of this Agreement in any respect.**

### 6.2.3 Payment of Expenses

The Union shall pay the expenses of its nominee and the Board shall pay the expenses of its nominee. The compensation and expenses of the Chairman shall be borne equally by the Union and the Board.

### 6.2.4 Alternate Arbitration Procedure

Where the Union and the Board agree, the parties may, as an alternative to Article 6.2.1, appoint a single arbitrator from the following list who will have the full authority of an Arbitration Board as described in Article 6.2.2. **Selection of an arbitrator will be on a rotational basis. The choice of arbitrator for the first and subsequent arbitrations under this clause will be in alphabetical order.**

- Bob Diebolt
- Marguerite Jackson
- John Kinzie

#### **6.2.5 EXPEDITED ARBITRATION**

**The parties shall determine, by mutual agreement, those grievances suitable for expedited arbitration. Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month. The location of the hearings is to be agreed by the parties.**

**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. (Brown and Beattie may be cited rather than tabling full arbitrations.) Documents to be tabled at the arbitration shall be exchanged at least 5 (five) working days prior to the arbitration.**

**Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.**

**The decision of the arbitrator shall be completed and 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.**

**The parties shall equally share the costs of the fees and expenses of the arbitrator.**

**The expedited arbitrators, who shall act as sole arbitrators, shall be Bob Diebolt, Marguerite Jackson, and John Kinzie. The arbitrator will be selected on a first available basis.**

**The expedited arbitrator shall have the same powers and authority as an arbitrator established under the B.C. Labour Relations Code. The decision of the arbitrator shall be final and binding on the parties. It is understood that the parties shall not appeal the decision. 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.**

**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.**

**If the 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.**

### 6.3 Extension of Time Limits

Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties in writing. For the purpose of this article, “working days” shall exclude Saturdays, Sundays and statutory holidays.

### 6.4 Presence of Union Representation

An employee shall have the right to have Union representation present at any discussion with supervisory personnel that the employee believes might be the basis of disciplinary action. When a supervisor, manager or **Principal or Vice-Principal** interviews an employee and the interview may result in discipline, the Board representative will advise the employee of such possibility at the commencement of the interview. **The Union shall be notified in advance of any disciplinary meetings including the nature of the discipline.**

## ARTICLE 7

### SENIORITY\*

#### 7.1 Definition

Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference or priority for promotions, transfers, demotions, layoffs, recall, permanent reduction of the workforce, and as set out in other provisions of this Agreement.

#### 7.2 Time Duration and Casual

**7.2.1 Employees on time duration assignments, according to Article 1.3, are entitled to accumulate seniority from their first day of hire provided there has been no break in service or lay-off and the employee successfully completes the probationary period. Summer months, when work is not available, will not be considered a break in service.**

- 7.2.2 For the purpose of applying for posted vacancies, time duration employees shall commence earning seniority when they have passed their probationary period. After successfully completing their probationary period, seniority shall be backdated to the date of hire.
- 7.2.3 For the purpose of applying for postings, casual employees shall accumulate seniority after completing **ninety (90)** working days provided that there has been no break in service. Upon completion of **ninety (90)** working days, seniority shall be backdated to date of hire.
- 7.2.4 For purposes of this section, a break of service is non-availability for a period greater than two (2) consecutive weeks per annum.

### 7.3 Temporary Assignments

Employees temporarily assigned to positions outside the scope of the Collective Agreement in accordance with Article 15.3 shall continue to accrue seniority without interruption. They shall continue to pay union dues and shall be represented by the Union. Such employees shall return to their former positions at the end of the temporary assignment.

### 7.4 Seniority List

The Board shall maintain seniority lists showing the date upon which each employee's service commenced. The sequence of seniority for employees with identical dates of hire shall be determined by the date and time of the application for employment. Up-to-date lists shall be sent to the Union on or about July 15th and December 31st each year, and one additional copy of the lists will be sent if required.

### 7.5 Loss of Seniority

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

An employee shall only lose his seniority in the event that:

- (a) He is discharged for proper cause and is not reinstated.
- (b) He resigns, but he shall not lose his seniority in the event that he is rehired or reinstated within thirty (30) days of his resignation.
- (c) He is absent from work in excess of three (3) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible.
- (d) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board informed of his current address.
- (e) He is laid off for a period longer than one (1) year.

**(f) He is promoted to a continuing Excluded position.**

\* Refer to Letter of Understanding Re: **Lunch** Hour Supervision

## ARTICLE 8

### PROMOTIONS AND STAFF CHANGES

#### 8.1 Job Postings

8.1.1 When a vacancy occurs or a new position is created, the Secretary-Treasurer shall notify the Union in writing and post notice of the position in the Board's offices, shops and on all bulletin boards for a minimum of seven (7) calendar days. It is agreed between the parties that, should the necessity arise, the vacancy or new position may be filled on a temporary basis for a period not exceeding fifteen (15) working days; however, due to unusual circumstances this period may be extended by mutual consent.

**It is recognized that during the months of July and August all staff vacancies shall be posted at the Board Office and all sites operated on a twelve month basis and the District web site.**

8.1.2 When hours are increased, the additional hours shall be offered to the part-time employees in that classification within the school/department in descending order of seniority. Failing acceptance, the additional hours shall be posted.

8.1.3 **Vacancies exceeding thirty (30) working days shall be posted in accordance with Article 8.1.1.**

8.1.4 **Lateral transfer is defined as posting to a time duration position of the same classification and rate of pay as the position currently occupied by the employee. Lateral transfers will only be permitted if the transfer is to a position of six (6) months or longer in duration or where the transfer would result in more than a fifty percent (50%) increase in the employees hours of work. Upon completion of the time duration posting the employee will return to their regular position.**

**For the purpose of this article “rate of pay” shall be defined as the wage received by the employee the day after the posting closing date and shall take into consideration any shift differential being received by the employee. If the addition or elimination of a shift differential results in a different “rate of pay”, the transfer is not considered “lateral”.**

8.1.5 Time Duration positions posted to fill temporary vacancies as a result of employees on maternity/adoption leave/parenthood leave or on extended leave, shall be posted to cover the whole period of absence or until the return of the incumbent. **Should** the employee **decide** to return to work early from **one of** the above noted **leaves and** notifies the Board in writing two (2) weeks prior to their revised return to work date, such employee will return to their former position.

## 8.2 Posting Notice

**Posting notices** shall contain the following information: nature and location of position; qualifications; required knowledge and education; skills; shift; wage or salary rate or range, with reference, where applicable, to the **Job Description Manual**.

## 8.3 Appointments

In making promotions and transfers, the required knowledge, ability and skills for the position as outlined within the Job **Description** Manual shall be the primary consideration, and where two or more employees are qualified to fill the position, seniority shall be the determining factor. Both parties recognize the principle of promotion within the service of the Board and that job opportunity shall increase in proportion to length of service.

## 8.4 Union Notification

The Secretary-Treasurer of the Board **or designate** shall notify the Union in writing when an employee is hired, promoted, demoted, transferred, laid off, recalled, resigns, reprimanded, suspended, terminated or has his status changed **for any other reason**.

## 8.5 Probationary Period

All employees, including time duration employees, shall serve a probationary period of sixty (60) working days during their first assignment to a posted position and, during this period shall be subject to dismissal on one day's notice.

A probationary period may be extended by mutual consent between the Board and the Union for a further period not to exceed forty-five (45) working days. The consent shall be in writing and the Union and the employee shall be advised of the cause of the extension. Each application for extension shall be evaluated on its own merit.

## 8.6 Disciplinary Action

If, as a result of disciplinary action, an adverse report is placed in an employee's Personnel file, the employee shall receive a copy of such report and shall acknowledge the receipt of this report in writing.

Should the employee wish to respond in writing, **the response** shall also become part of **the Personnel File**.

Any record of reprimand or warning shall be destroyed after eighteen (18) months.

### 8.7 Access to Personnel File

**The employee has** the right to request access to and review his personnel file. No items may be removed from the file at the time of viewing, however, the employee may request copies of items in the file.

8.7.1 Viewing will be by prior appointment.

8.7.2 The file normally may be viewed not more than two (2) times per calendar year, but may be viewed at any time an employee files a grievance.

8.7.3 The viewing will be done in the presence of an official designated by the Secretary-Treasurer.

8.7.4 The employee must produce adequate identification to the designated official.

8.7.5 The employee may challenge the validity of any item contained in his Personnel file in writing and this shall become part of the file.

8.7.6 All items contained in an employee's file shall be dated.

8.7.7 The Board agrees that there will be only one Personnel file maintained for each employee.

8.7.8 **The Union and the Board agree that the Board will maintain a confidential health file for each employee, separate from the contents of, but within the Personnel file. Information contained in the health file will be treated as confidential Personnel File information.**

### 8.8 General Transfers

Where the Board and the Union agree in writing, an employee(s) may be transferred in situations where there is mutual benefit to the employee(s) and the school(s) involved.

## ARTICLE 9

### LAYOFF AND RECALL

## 9.1 Definition

9.1.1 **A layoff shall be defined as a reduction in the workforce or a reduction/increase in the hours of work of an employee. However, every effort shall be made to ensure, as near as possible, that an employee's hours are maintained.**

The incumbent employee has the option to:

- (a) **Accept the reduction/increase and remain in the position, or**
- (b) To receive notice of layoff and exercise seniority rights as per Article 9.4-Bumping Process, or Article **9.6** - Recall, or Article **9.9** - Severance Pay Due to Layoff.

9.1.2 A reduction of a twelve (12) month **position** to a ten (10) month **position or the change of a position from a ten (10) to a twelve (12) month position** shall be deemed a layoff.

9.1.3 In cases where employees are engaged in more than one position, each position shall be treated separately subject to **Article 9.1.1** above. Should layoff notice be issued, such employees may only exercise bumping rights where the bump will not affect the employee's position(s) that are not affected by layoff.

## 9.2 Notice

The Board will keep the Union informed of anticipated layoffs and provide all available information as to positions affected and timing of layoff. Employees who are to be laid off shall be notified ten (10) working days prior to the effective day of layoff or shall be awarded pay in lieu thereof unless a greater period of notice is required by legislation.

For school term employees, layoff notices shall not be served during the regular school closure periods in normal circumstances. Should unforeseen circumstances arise and notice be served such that the notice period would occur during a normal school closure period, the employee will be entitled to payment in lieu of the required notice period at their regular rate of pay as if notice had been served during scheduled work periods.

If the school term employee is unsuccessful in obtaining a position through the bumping procedure by the first working day in September, the Board will then pay the specified percentage in lieu of notice.

## 9.3 Role of Seniority

Both parties recognize that job security shall increase in proportion to seniority. An employee, upon notice of layoff, may exercise his right to bump on a seniority basis. This right shall include the right to bump up.

#### 9.4 Bumping Process

- 9.4.1 The Union and the Board each will appoint two (2) members who shall serve as representatives on an ad hoc committee for consultation purposes during the bumping process. The Union will be provided with notice of all layoffs and relevant seniority lists prior to the bumping procedure taking place.
- 9.4.2 An employee who has been served with layoff notice or who is to be bumped shall inform the Board in writing within seven (7) working days of his intentions. After seven (7) working days any change in the employee's intentions shall not be recognized.
- 9.4.3 Where an employee elects to exercise his bumping rights, the Board will investigate as to choices available; however, prior to implementation and reassignment of a position, the Board will consult with the Union and the employee.
- 9.4.4 The selection of available positions for the purpose of bumping shall be as per Article 8.3 of this Collective Agreement.
- 9.4.5 Recognizing the provisions of Article 8.3 and Article 9.3, of this Collective Agreement, both parties agree that during the bumping process an attempt can be made to select available positions in the inverse order of seniority.

#### 9.5 Bumping Process - Instructional Support Employees

**The bumping process for Instructional Support group employees shall be as set out as follows:**

- (a) **For the Instructional Support employees group during the school year, employees who receive layoff notice shall:**
  - (1) **Exercise their option to bump out of the Instructional Support group per Article 9.4.5 or**
  - (2) **Be offered in seniority order, provided they have the required qualifications, vacancies within the Instructional Support group provided the vacancy has equal or greater hours and equal or greater wage rate. Such vacancy shall include, if available, the offer of equal or greater hours and wage rate on a casual "float" basis. An employee may choose a vacancy of less hours or less wage rate, if the employee so desires. Employees in this sub-clause have full rights to participate in the "May shuffle" if they so choose.**

- (3) If there are no vacancies, the employee may bump, provided they have the required qualifications, the most junior employee in the Instructional Support group with equal or greater hours and equal or greater wage rate, if the employee so desires. Employees in this subclause have full rights to participate in the "May shuffle" if they so choose.
- (b) For the Instructional Support employee group, the "May shuffle" shall proceed as follows: The ad hoc committee referred to in Article 9.4.1 will meet in May of each year to discuss the process, exchange information, prepare for the "May shuffle" and will endeavor to minimize disruption resulting from the bumping procedure. Effective May 2005, employees participating in the "May shuffle" shall be reimbursed for mileage costs and time spent attending the bumping meeting.

  - (1) All vacancies identified for the following September will be posted on a single list and filled according to Article 8.
  - (2) After the positions in Article 9.5(b)(1) above have been filled, employees who receive layoff notice and still remain subject to layoff, shall pursue options as follows:

    - a) Exercise their option to bump out of the Instructional group per Article 9.4.4 or
    - b) Be offered, in seniority order and provided

      - (i) They have the required qualifications for vacancies within the Instructional Support group provided the vacancy has equal or greater hours and equal or greater wage rate. An employee may choose a vacancy of less hours or less wage rate if the employee so desires.
      - (ii) If there are no vacancies, the employee may bump, provided they have the required qualifications, the most junior employee in the Instructional Support group with equal or greater hours and equal or greater wage rate. An employee may bump the most junior employee with less hours or less wage rate if the employee so desires.

**9.6 Recall**

For a period of one (1) year after time of layoff, employees shall be advised of any vacancy which may occur and shall be given the opportunity for re-employment pursuant to **Article 8.1 and 8.3**.

Employees who are unwilling or have been unable to obtain a position during the one (1) year of layoff shall be terminated.

Employees who have been recalled on a temporary basis, shall have their layoff period of one (1) year extended by the period of time they have been temporarily employed.

New employees will only be hired after those employees who have been laid off are given first opportunity to post into vacancies, provided, however, that provisions of Article 8.3 are met in terms of appointment to vacant positions.

### **9.7 Benefits**

During periods of layoff the Board will continue to provide medical and dental coverage for up to twelve (12) months after time of layoff if the employee requests in writing such a continuation of coverage and pays the full premium.

An employee on layoff but temporarily recalled for work shall be entitled to statutory holiday pay if he has worked the last scheduled day before or the first scheduled day after the statutory holiday.

### **9.8 Normal School Closure**

It is not the intent of these layoff and recall procedures that regular school term employees are allowed to bump other employees during normal school closure periods.

### **9.9 Severance Pay Due to Layoff**

A regular employee who is laid off from the services with the Board in accordance with Article 9 of the Collective Agreement between the Board and CUPE, Local 703, may elect to receive severance pay at any time during the first sixty (60) calendar days from the effective date of layoff.

Upon the acceptance of severance pay all rights of the employee under the Collective Agreement are terminated.

The amount of severance pay shall be as follows:

- 9.9.1 Employees with less than one (1) year of continuous full time equivalent service - 0%.
- 9.9.2 After the completion of one (1) year of continuous full time equivalent service for each completed month up to two (2) years - .8% of annual salary.

9.9.3 For each additional completed month after two (2) years of continuous full time equivalent service up to five (5) years - 1.6% of annual salary.

9.9.4 For each additional completed month after five (5) years of continuous full time equivalent service - 3.2% of annual salary.

The maximum amount of severance pay shall not exceed the equivalent of six (6) months of annual salary.

Annual salary shall be defined as wages earned and regular hours assigned at time of layoff based upon fifty-two (52) weeks per year for twelve (12) month employees and forty-four (44) weeks per year for school term employees.

Full time equivalent shall be defined as fifty-two (52) weeks per year, forty (40) hours per week for maintenance and custodial staff and thirty-five (35) hours per week for clerical and instructional employees.

## ARTICLE 10

### HOURS OF WORK\*

#### 10.1 Regular Hours

##### 10.1.1 Administrative and Instructional **Support** Employees

The hours of work for Administrative and Instructional **Support** employees, except as provided in Article 10.2, shall not be more than seven (7) consecutive hours per day, Monday through Friday inclusive. **Administrative and Instructional Support** employees shall be paid for all hours required to work beyond their assigned hours for the purpose of consultation or other tasks as authorized by the school's **Principal** or his/her designate.

**All regular employees shall work or attend professional development activities on Professional Development Days and Non-Instructional Days.**

##### 10.1.2 Custodial Employees

The hours of work for Custodial employees, except as provided in Article 10.2, shall not be more than eight (8) consecutive hours per day, Monday through Friday inclusive.

The parties agree that where a school requires one or more custodians, each full-time equivalent position shall be posted as an eight (8) hour position. For example, a school is allocated 1.5 **F.T.E.** custodians, one shall be an eight (8) hour position.

**The Board will create full-time Custodial positions whenever possible. For example when more than one part-time Custodial position is contemplated, a full-time position will be created.**

### 10.1.3 Maintenance Employees

The hours of work for Maintenance/**Grounds** employees, except as provided in Article 10.2, shall be eight (8) consecutive hours per day, **fifty-two (52) weeks per year**, Monday through Friday inclusive.

## 10.2 Irregular Hours

Operational requirements may require a work week other than a Monday through Friday week. Where an employee is required to work on a Saturday and/or Sunday, as part of a posted assignment or when a Casual employee replaces an employee regularly scheduled to work on a Saturday and/or Sunday, the following conditions shall prevail:

10.2.1 The employee shall receive the Saturday/Sunday premium.

10.2.2 The employee shall have two (2) consecutive days off in each seven (7) days and provided that, where such employees are required to work their regular hours on a statutory holiday, the Board shall grant holiday time or pay in lieu in proportion to the hours worked.

If an employee is required to work on the day off given him in lieu of a statutory holiday, he shall be paid his regular pay for the statutory holiday and double his regular rate of pay, exclusive of the Saturday/Sunday premium, for all normal hours worked on such day off. Any overtime worked on such a day shall be paid at the applicable overtime rate.

10.2.3 A casual employee may waive the right to two (2) consecutive days off as long as he receives thirty-two (32) consecutive hours free from work each week. **Casual employees** shall receive double the regular wage for time worked during the thirty-two (32) hour period the employee would otherwise be entitled to have free from work.

## 10.3 Shift Hours

10.3.1 Day shift shall be any eight and one-half (8-1/2) consecutive hours inclusive of one-half (1/2) hour unpaid lunch break between the hours of 6:00 A.M. and 5:00 P.M.

10.3.2 Afternoon shift shall be any eight and one-half (8-1/2) consecutive hours inclusive of one-half (1/2) hour unpaid lunch break between the hours of 12:00 noon and 12:00 midnight.

- 10.3.3 Graveyard shift shall be any eight and one-half (8-1/2) consecutive hours inclusive of one-half (1/2) hour unpaid lunch break between 11:00 P.M. and 8:00 A.M.
- 10.3.4 Where an employee reports to work and no work is available, such employee shall be paid for a minimum of two (2) hours and, in the event the employee commences work, a minimum of four (4) hours shall be paid.
- 10.3.5 Notwithstanding Article 10.3.2 and 10.3.3 above, employees who are required to remain on the premises for security reasons shall work eight (8) consecutive hours inclusive of a one-half (1/2) hour paid lunch break.
- 10.3.6 Notwithstanding Article 10.3.1, 10.3.2 and 10.3.3 above, all existing maintenance and **custodial** employees as of February 1, 1994 who work eight (8) hours inclusive of a one-half (1/2) hour paid lunch break shall continue to do so until they vacate their classification.

#### 10.4 Overtime

- 10.4.1 **No employee shall be required to work beyond their regular hours of work without the appropriate rate of compensation.**
- 10.4.2 Overtime shall be first authorized by the head of the department concerned.
- 10.4.3 **For all Custodial and Maintenance employees, overtime shall be paid for all work in excess of eight (8) hours in each working day and for all work in excess of forty (40) hours in each working week.**

The overtime rate shall be time and one-half the employee's regular hourly rate of pay for each of the first two (2) hours worked in excess of eight (8) hours in any one day and double the employee's regular hourly rate of pay for each hour worked in excess of ten (10) hours in any one day or in excess of forty-eight (48) hours in any one working week.

- 10.4.4 For all Administrative and Instructional **Support** employees, overtime shall be paid for all work in excess of seven (7) hours in each working day and in excess of thirty-five (35) hours in each working week.

The overtime rate shall be time and one-half the employee's regular hourly rate of pay for each of the first two (2) hours worked in excess of seven (7) hours in any one day and double the employee's regular hourly rate of pay for each hour worked in excess of nine (9) hours in any one day or in excess of forty-two (42) hours in any working week.

- 10.4.5 All work performed on Saturdays and Sundays by employees other than watchmen and employees whose work week ordinarily includes Saturdays and Sundays shall be paid at overtime rate.

10.4.6 Overtime rate for work performed on Saturdays, Sundays and statutory holidays shall be double the employee's regular hourly rate of pay.

10.4.7 Notwithstanding Article 10.1, the employee whose work week may include Saturdays or Sundays shall be paid overtime after the first eight (8) hours of work on the basis of double time for all overtime on his regular working days and provided further, that where such employee is required to work on the day that would be designated as his equivalent to either Saturday or Sunday, such employee shall receive the applicable overtime rate.

10.4.8 **Overtime will be offered on the basis of seniority in the following order:**

- **site based employees within the classification**
- **bargaining unit employees within the classification.**

10.4.9 Every employee shall have the option to take time off equivalent to the appropriate overtime rate in lieu of overtime payment. Such time off shall be taken once all annual vacation entitlement has been scheduled and/or used, at a mutually convenient time, subject to the work at hand, and shall be requested by the employee in writing. Overtime, accumulated but not used by June 30th, shall be paid out in cash by July 31st.

**10.4.10 In the event an employee is requested to participate in an overnight activity, that employee shall be entitled to one (1) day off with pay for each overnight worked. It is expected that time will be taken off when students are not in session.**

## 10.5 Call Out

Call-out shall be defined as any situation when an employee is called to work outside of his/her regular hours of work without twelve (12) hours notice. This call must be made by an excluded supervisor however, in cases of emergency or when an excluded supervisor is not available to make a call, bargaining unit employees may call-out employees.

Not less than two (2) hours at said overtime rates shall be paid when an employee is called to work after regular working hours or on Saturdays, Sundays or statutory holidays.

Any employee called in to work on a statutory holiday shall receive double time for all hours worked in addition to his regular rate of pay.

All regular employees shall be paid a minimum of two (2) hours at applicable overtime rates when they are called back to work after completing their regular hours of work or if they are called in to work prior to starting their regular hours of work.

## 10.6 Break Periods

Employees working for seven (7) hours or more per day shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of the day. Employees working a minimum of three (3) consecutive hours shall be permitted one (1) fifteen (15) minute rest period.

**Employees working for five (5) hours or more per day shall receive a minimum half hour unpaid lunch break. Rest breaks and lunch breaks are to be scheduled into the work day and are not intended to shorten the length of the work day.**

#### 10.7 Temporary Change of Shift

Forty-eight (48) hours notice shall be given before a temporary change of shift or a change in the hours of a shift. If said forty-eight (48) hours notice has not been given, overtime rates will be paid during the first forty-eight (48) hours of the new shift for the hours worked which were not included in the work hours of the previous schedule. The above noted forty-eight (48) hours notice does not apply to casual or part-time employees on casual call-out lists.

Failure to provide at least ten (10) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period. If a temporary change of shift is made to accommodate custodian(s) attendance at activities scheduled on non-instructional days or to perform regular custodial activities on non-instructional days, payment of overtime will be required only if there is less than eight (8) hours rest between shifts. If a temporary change of shift or a change in the hours of a shift is made to accommodate an employee, the above noted overtime rates or rest period will not apply.

The regular shift changes for custodial employees from afternoon shift to day shift at the commencement of school breaks and from day shift to afternoon shift at the termination of school breaks will not require the above noted notification nor will overtime rates apply.

The provisions of this clause shall not apply in the event of emergencies beyond control of the Board.

**The word "temporary" shall be defined as a period not to exceed ninety (90) calendar days in any calendar year and is limited to Article 10.7. This period may be extended by mutual consent.**

#### 10.8 Banking Additional Hours

**The parties agree that employees normally scheduled to work less than seven (7) hours or eight (8) hours per day and required to work more than their normal hours may "bank" additional hours provided that there is no additional cost to the**

Board and provided such additional hours are approved by the Principal, Supervisor or Manager, under the following conditions:

- The employee requires the approval of the Principal, Supervisor or Manager to work and bank additional hours. Banked additional hours and the approval of such shall be recorded on the employee timesheet.
- The employee may “bank” up to a maximum of seven (7) hours time to be taken either on Non Instructional Days (NID) with the approval of the Principal/Supervisor/Manager or on a day mutually agreed to by the Principal/Supervisor/Manager and the employee.
- Banked time for 10-month employees will be used during the school year in which it is earned. Employees working a 10-month school term and “banking” time during the months of May and June must ensure that a NID remains or they have mutual agreement with the Principal/Supervisor/Manager to take the “banked” time off prior to the end of the school year.

If an employee is normally scheduled to work less than seven (7) or eight (8) hours on a twelve (12) month basis or where a school is operated on a 12-month calendar (i.e. Kanaka Creek Elementary) either on a single-track system or more than one track system, employees will ensure that their "bank" is empty on June 30th of each year or the end date of the school year for the program, whichever is later.

When the employee takes such “banked” time either on a NID or at a mutually agreed time the employee must note on the timesheet that they are deducting “banked” time.

#### **10.9 Split Shifts**

No employee shall be required to work a split shift at anytime.

**\*Refer to Letter of Understanding Re: Custodial Workload Formula.**

### **ARTICLE 11**

#### **STATUTORY HOLIDAYS**

All employees shall receive pay for the following **statutory** holidays:

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

and any other day proclaimed by the Federal and/or Provincial Government.

An employee on leave of absence without pay shall not be entitled for **statutory** holidays which fall during the period of leave unless that employee has worked the last scheduled day before or the first scheduled day after the **statutory** holiday.

An employee, either on sick leave or on leave of absence without pay, who is in receipt of income from other sources shall not be eligible for **statutory** holiday entitlement.

An employee on sick leave qualifies for **statutory** holiday **pay** within a period of twelve (12) months from the first day of sick leave.

To qualify for **statutory** holiday pay, all new employees shall have worked for the Board at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the **statutory** holiday.

When any of the above-noted **statutory** 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 department head or other authorized representative and the employee.

**Casual employees shall be paid for statutory holidays if the employee has worked for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the statutory holiday.**

**Regular 10-month school term employee's shall receive the BC Day statutory holiday, provided the employee returns to work after the summer recess and upon signing a declaration testifying that:**

- 1. They have not been in receipt of wages from another employer or agency on the date in question, and**
- 2. They have not been in receipt of employment insurance benefits on the day in question.**

**School term employees working at a "year round" school (i.e. Kanaka Creek Elementary) shall receive payment for statutory holidays that fall during school breaks, provided the employee returns to work after the quarterly recess and upon signing a declaration testifying that:**

- 1. They have not been in receipt of wages from another employer or agency on the date in question, and**

2. **They have not been in receipt of employment insurance benefits on the day in question.**

## ARTICLE 12

### ANNUAL VACATIONS

#### 12.1 Vacation Year

**The vacation year for purposes of accruing vacation entitlement and for the usage of those accrued vacation days in the year following shall be July 1st – June 30th.**

#### 12.2 Entitlement and Length of Vacation Period

**12.2.1 The following language applies to employees who became regular employees on June 1, 1995 or later:**

- (a) **For the purposes of this Article only, the calendar year of service and the vacation entitlement calculation shall be based on their personal anniversary date.**
- (b) **The vacation entitlement shall be calculated effective with the ending of the last complete pay period in the vacation year.**

**12.2.2 The following language applies to employees who were regular employees on May 31, 1995:**

- (a) **For the purposes of this article only, the calendar years of service and the vacation entitlement calculation shall be based on the vacation year July 1st – June 30th.**
- (b) **Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at May 31st, shall be considered to have completed their first calendar year of service.**

During their first calendar year of service, employees 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 **previous year's** annual gross earnings, whichever is greater.

After completion of two, three, four, five, and six continuous calendar years of service, employees shall receive an annual vacation of fifteen (15) working days at their regular rate of pay or six percent (6%) of their **previous year's** annual gross earnings, whichever is greater.

After completion of seven, eight, nine, ten, eleven, twelve and thirteen continuous calendar years of service, employees shall receive an annual vacation of twenty (20) working days at their regular rate of pay or eight percent (8%) of their **previous year's** annual gross earnings, whichever is greater.

After completion of fourteen, fifteen, sixteen, seventeen, eighteen and nineteen continuous calendar years of service, employees shall receive an annual vacation of twenty-five (25) working days at their regular rate of pay or ten percent (10%) of their **previous year's** annual gross earnings, whichever is greater.

After completion of twenty, **twenty-one, twenty-two, twenty-three and twenty-four** continuous calendar years of service, employees shall receive an annual vacation of thirty (30) working days at their regular rate of pay or twelve percent (12%) of their **previous year's** annual gross earnings, whichever is greater.

After completion of twenty-five or more continuous calendar years of service, employees shall receive an annual vacation of thirty-five (35) working days at their regular rate of pay or fourteen percent (14%) of their **previous year's** annual gross earnings, whichever is greater.

**Vacation entitlement for employees who change the number of hours of work during the course of the year shall be calculated on a prorata basis.**

**Vacation must be taken in no less than one-half (1/2) day increments.**

**Vacation entitlement must be taken in full each year and must be used before banked overtime.**

**For 12-month employees, where the percentage calculation of vacation is greater than the value of the days calculation, the difference shall be added to and included with the payment of regular earnings by July 31st of each year, subject to employees scheduling and taking their full vacation entitlement.**

### 12.3 Request for Vacation

By **April 1st** of each calendar year, the Board shall distribute vacation request forms.

On or before **May 1st** of each calendar year, employees shall submit their requests for annual vacations, and on or before **May 31st** of each calendar year, the department heads shall approve the scheduling of annual vacations for employees, subject to the work at hand. Holiday scheduling shall be agreed with the department head, and, in the event agreement cannot be reached, seniority shall be the determining factor provided the request(s) were submitted prior to **May 1st**. Requests after **May 1st** will be considered, subject to the work at hand, on a first-come, first-serve basis and will be responded to by the Board within fourteen (14) days of receipt of such request. **Failure to respond to the vacation request within the time frames indicated shall constitute approval of the vacation request.**

#### 12.4 Change of Vacation

Where an employee has made arrangements for an annual vacation which has been approved by his department head and subsequently such employee is required by his department head, due to emergent conditions, to change such vacation period, then the employee shall be granted one (1) additional week of vacation with pay in addition to his regular entitlement **and with reimbursement of all costs incurred due to such change.**

#### 12.5 Statutory Holiday During Vacation

When a **statutory** holiday falls or is observed during an employee's annual vacation, that employee shall be granted an additional day's vacation for each **statutory** holiday in addition to his regular vacation time.

#### 12.6 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and his department head, or other authorized representative.

#### 12.7 Payment of Wages

Employee's pay for the annual vacation to which the employee is entitled shall be paid bi-weekly **in accordance with Article 15.1.**

Where an employee has mutually agreed with the department head to take his annual vacation entitlement in one unbroken vacation period or any combination of five (5) consecutive working days, payment for the employee's annual vacation shall be in accordance with the foregoing paragraph.

#### 12.8 School Term Employees

School term employees shall have their vacation pay calculated in accordance with the percentage indicated in Article 12.2 and as per Article 15.2, and the amount so calculated shall be added to and included with the payment of regular earnings.

**School term employees who fall under Article 12.2.1 will be eligible to receive their incremental increases in vacation entitlement for the complete pay period in which their personal anniversary date occurs following completion of the applicable number of years of continuous service with the Board.**

**School term employees who fall under Article 12.2.2 will be eligible to receive their incremental increase in vacation entitlement in their first pay period following July 1st.**

#### 12.9 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option. To benefit from the provisions of this clause, an employee shall provide a notarized affidavit or medical certificate attesting to the sickness or bereavement.

12.10 Employees Holding Part Time 10-Month and 12-Month Positions

Employees who have a part-time school term position and a part-time 12-month position shall accrue vacation in accordance with Article 12.1 and 12.2 Article 12.8 will not apply in these circumstances.

ARTICLE 13

SICK LEAVE PROVISIONS

13.1 Definition

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

13.2 Accrual

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 to a maximum of one hundred and eighty (180) days sick leave for his future benefits.

13.3 Payment

Payment of accumulated sick leave for employees whose service is terminated by death or permanent disability, or who retire from service with the Board shall be the amount of sick leave to his credit after a minimum of four (4) years of continuous service.

In the event of death, the value of the accumulated sick leave shall be paid to the employee's named pension beneficiary. If there is no designated beneficiary, the amount shall be paid to the estate.

When an employee reaches the age of fifty-five (55) he shall be entitled to payment of all his accumulated sick leave upon retirement.

13.4 Sick Leave During Leave of Absence

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

### 13.5 Family Sick Leave

A regular employee may draw from his accrued sick leave bank a maximum of six (6) days per annum during the illness of an immediate member of his family (spouse, including common-law or same-sex partner, parent, grandparent, grandchild, child, sibling) **or to such person as the employee has the responsibility as on-going caregiver**, where no other adequate care is available, provided such employee has notified his department head.

### 13.6 Deductions

A deduction shall be made from accumulated sick leave of all hours (exclusive of holidays) absent for sick leave as defined. This includes absences for medical/dental appointments.

### 13.7 Proof of Illness

13.7.1 An employee may be required to produce a certificate from a **certified** medical practitioner for any illness, certifying that such employee is unable to carry out his duties due to illness or noncompensable accident. **The Board must have just cause when requesting that a CUPE employee produce a medical certificate. The Board deems just cause to exist in the following circumstances:**

- **The employee has been off ill for an extended time (i.e. five (5) consecutive days) during the calendar year.**
- **The employee has been off ill on more than four (4) occasions during the calendar year where no medical certificate has been provided. An occasion will be defined as one (1) or more consecutive days off due to illness (i.e. an illness of ten (10) consecutive days would be considered one (1) occasion).**
- **The employee is exhibiting a pattern of absences during a calendar year (i.e. off ill every second Tuesday or off ill just before or just after a statutory holiday on a number of occasions).**

13.7.2 Such certificate shall include an indication of the nature of the illness and an indication of when the **certified medical practitioner** expects that the employee will be able to return to work on a regular and consistent basis. If an employee requests accommodations to the duties and/or worksite, the medical limitations must also be outlined in the certificate. **If any costs for producing such certificate have been incurred, they shall be reimbursed upon receipt of invoice.**

13.7.3 Where such certificate is not produced **when requested, no sick pay shall be provided.**

### 13.8 Records

A record of all unused sick leave will be kept by the Secretary-Treasurer of the Board **or designate**. After the close of each calendar year, and prior to **June 30th**, each employee shall be advised of the amount of sick leave accrued to his credit.

## ARTICLE 14

### LEAVE OF ABSENCE

#### 14.1 Temporary Union Business

The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board, attend Labour Management Committee or Negotiating Committee meetings, or attend meetings dealing with grievances, they shall suffer no loss of pay for time so spent.

Employees, representing the Union in the bargaining process, who are on other than day shift, shall be granted the equivalent time off from work without loss of pay.

#### 14.2 Union Duties

It is agreed that official representatives of the Union be granted leave of absence without pay for each such representative to attend Union conventions or perform any other function on behalf of the Union and its affiliation, provided not more than six (6) Union representatives shall be away at any one time and where the employee gives his/her supervisor forty-eight (48) hours notice where possible. Such requests for Union leave of absence will not be unduly withheld, however the Union recognizes the right of the Board to limit such leaves subject to operational and/or emergency requirements.

#### 14.3 Leave of Absence for Full-Time Union or Public Duties

14.3.1 The Board recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Board shall allow leave of absence and it shall be without loss of benefits for a period not to exceed thirty (30) calendar days so that the employee may be a candidate in federal, provincial or municipal elections.

Upon written request, this period shall be extended for another thirty (30) days provided the employee pays the full benefits premiums applicable.

14.3.2 An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his term of office.

14.3.3 An 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 loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during his term of office.

#### 14.4 Bereavement Leave

A regular employee shall be granted a maximum of five (5) days leave without loss of wages in the case of the death of spouse (including common-law or same sex partner) and/or child and three (3) days leave without loss of wages in the case of the death of parent, brother, sister, mother-in-law, father-in-law, son(s)-in-law, daughter(s)-in-law, grandparent or grandchild. Three (3) days leave without loss of wages **shall be granted** in the case of the death of any relative who has been residing in the same household for a period of not less than one year. **Where the burial occurs outside the Lower Mainland, such leave may include reasonable traveling time not to exceed seven (7) consecutive days' leave of absence without pay.**

An employee shall be granted one-half (1/2) day without loss of wages to attend a funeral as a pallbearer or mourner, provided such employee has the consent of his department head.

#### 14.5 General Leave

The department head may grant reasonable leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause (e.g. household moving); such request shall be in writing and be approved by the department head.

An extended leave of absence without pay and without loss of seniority may be granted an employee upon written request as follows:

14.5.1 The leave shall be taken for periods which coincide with a school term or school year or part thereof which meet the staffing demands and work requirements of the department in question.

14.5.2 Only the first four (4) months of such absence during a calendar year will be countable for determining the number of years of service for severance payments.

14.5.3 There shall be no accrual of sick days during the period of leave.

14.5.4 During the employee's absence the Board will continue all benefit coverage if the employee requests in writing such a continuation of coverage and pays the full

premium, save and except that employees shall not be eligible to continue Municipal **Pension Plan** benefits during the period of leave.

14.5.5 Upon completion of a leave of absence of four (4) months or less, or if the leave was granted for the purpose of upgrading qualifications, and/or for an education program approved by the Board for a period not to exceed twelve (12) calendar months, the employee shall return to his former position. For longer periods the employee shall be appointed to the first vacant position for which the employee is qualified.

Time duration **positions** posted to fill temporary vacancies as a result of employees on extended leave of absence shall be posted to cover the whole period of absence. Then Article 8.1.3, shall apply.

## **14.6 General Medical Leave**

**Employees who:**

- **have exhausted their sick bank; or**
- **who have no sick bank; and**
- **are not yet eligible for Long Term Disability benefits; and**
- **are unable to return to work;**

**must submit a 'Request for Leave of Absence' form indicating 'Medical Leave - Unpaid'. Relevant medical information will be submitted to the Human Resources Department and will be maintained in the employee's confidential health file. Medical updates must be provided upon request. Employees on an approved Medical Leave or Long Term Disability who are returning to work within twenty-four (24) months shall return to their former positions. For longer periods, the employee shall be appointed to the first vacant position for which the employee is qualified.**

## **14.7 Jury Duty or Court Witness Duty**

The department head shall grant leave of absence without loss of seniority to an employee who serves as a juror or a subpoenaed witness. The Board shall pay such an employee the difference between his normal earnings and the payment he receives for such service, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

## **14.8 Maternity/Adoption Leave/Parental Leave**

### **14.8.1 Terms and Conditions of Maternity and Parental Leave**

All the terms and conditions of the Employment Standards Act (2000) of British Columbia, Part 6, Section 50, Pregnancy Leave and Section 51, Parental Leave, **or as amended from time to time**, shall apply and in addition, the following

provisions and procedures apply to Maternity Leave, Parenthood and Adoption Leave except that the latter may also apply to a male employee.

#### 14.8.2 Maternity Leave/Adoption Leave Procedures

- (a) An employee may be entitled to maternity leave/adoption leave without pay, from the date of separation from employment, but not for more than a maximum period of one (1) year from the date of commencement of such leave. In applying for leave, the employee will be required to provide the Board with an anticipated date of return to work.
- (b) The Board will contact the employee by registered mail no later than eight (8) weeks prior to the anticipated expiry of the leave to determine the date of return to work. An employee who has been granted maternity/adoption leave and fails to contact the office of the Secretary-Treasurer in writing within four (4) weeks prior to the anticipated expiry of the leave so that mutually convenient **arrangements** may be made for a return to employment, shall be considered to have permanently separated from employment.
- (c) An employee on maternity or adoption leave who has notified the office of the Secretary-Treasurer of an intention to return to work pursuant to paragraph (b) and who subsequently suffers any incapacitating illness which prevents a return to work at the time intended shall be entitled to be paid sick leave benefits commencing on the first working day on which the employee would otherwise have returned to work provided there are sufficient sick leave credits and provided that the employee produces to the Secretary-Treasurer a disability certificate duly completed by an attending physician.
- (d) An employee who applies for and is granted maternity or adoption leave shall be reinstated in the position previously occupied by the employee provided the employee returns to work as stated in paragraph (a) above.
- (e) Time Duration and Casual positions posted to fill temporary vacancies as a result of employees on maternity/adoption leave shall be posted to cover the anticipated period of absence. Then Article 8.1.3 shall apply.
- (f) An employee who wishes to return to work before the date stated in paragraph (a) above, shall return under the provisions of Article 14.8.3 (c) below for the period up to the date stated.
- (g) An employee on maternity leave or adoption leave shall continue to accrue seniority.

#### 14.8.3 Parental Leave

- (a) An employee who is on maternity or adoption leave and who wishes to extend that period beyond the anticipated date as stated in Article 14.8.2 (a) above or a father who does not have access to the leaves in Article **14.8.2 (a)** may be granted Parental Leave for a period of up to twelve (12) months or to a date beyond that, at the discretion of the Board.

- (b) Leave shall commence on completion of the maternity/adoption leave date or, in the case of a father, as agreed upon between the employee and the Board. The employee and the Board shall agree on a date which is a suitable date for return to work.
- (c) Article 14.8.2 (b), (c), and (e) of maternity/adoption leave above and **Article 14.5** of General Leave shall apply.

14.8.4 An employee who is granted maternity and adoption leave shall be entitled to continued benefits coverage while taking a leave for a period as stipulated in the Employment Standards Act. An employee who is granted parental leave, coverage of benefits shall continue excepting **Municipal Pension Plan** benefits if the employee requests such continuation of benefits coverage and pays the full premium.

14.8.5 An employee on parental leave shall accrue seniority for a period of up to one (1) year and such leave of absence shall not **affect** the employee's established seniority and/or established benefits contained in the Agreement on return to work.

## ARTICLE 15

### PAYMENT OF WAGES AND ALLOWANCES\*

#### 15.1 Pay Days

The Board shall pay wages bi-weekly on a Friday **for the pay period ending the previous Saturday. In the event that a payday occurs on a statutory holiday employees shall be paid on the preceding day that the financial institutions are in operation.** Every pay day each employee shall be provided with an itemized statement of wages and deductions.

#### 15.2 Part-Time Employment

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

#### 15.3 Temporary Assignments

When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position at an hourly rate of pay, he shall receive immediately the rate for the job for a minimum of four (4) hours or for the actual time worked in the higher rated

job, whichever is greater. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid, from the beginning of the temporary **assignment**, not less than ten per cent (10%) above the highest paid employee to be supervised or not less than ten percent (10%) above the assigned employee's regular classification, whichever is greater, for the time worked in the temporary assignment. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

#### 15.4 Mileage Allowance and Business Insurance

15.4.1 Employees who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed in accordance with Board policy for excluded staff but at no time shall it be less than **forty-three cents (\$0.43)** per kilometer. This includes travel **on Board business** between work sites as required on a regular basis. **Mileage reimbursement is not intended for employees who have posted to more than one (1) site as opposed to positions than encompass more than one (1) site.**

15.4.2 Any employee who is required to use their personal vehicle for official Board business as a consequence of their work assignment is solely responsible for determining and maintaining proper insurance coverage.

15.4.3 **Where an employee so uses their own vehicle that employee shall be covered by a blanket insurance policy as negotiated by the Board with I.C.B.C. to supplement their liability insurance.**

15.4.4 Employees must keep, for verification to the Secretary Treasurer's office, a record of their "business" kilometers traveled such that when the total kilometers in any one (1) year exceed 1600 km, then insurance for "business" coverage shall be arranged by the employee with I.C.B.C. pursuant to the provisions of Article 15.4.5.

15.4.5 **Where the Board requires an employee using their own vehicle to travel, and the degree of such travel requires, under ICBC Regulations, the driver to have "Business" coverage, the employee shall be required to purchase "Business" coverage and shall be reimbursed by the Board for the extra cost of "to and from work" coverage based on the following:**

- (a) Third party liability coverage of \$2,000,000, collision coverage with \$200 deductible and \$100 deductible comprehensive;
- (b) The rate of insurance premium in Article 15.4.5(a) will assume the four (4) year safe driver discount, except where new residency to B.C. is involved which does not provide the necessary four (4) year record to qualify for the discount;

- (c) Verification of business insurance coverage in the minimum amount referred to in Article 15.4.5(a) must be filed with the Secretary Treasurer's office before payment is made;
- (d) Payment will be processed in the normal fashion when all these regulations are satisfied and shall be made in one lump sum to the employee.

### 15.5 Traveling Time

**Traveling time required by an employee, in the performance of his duties for the Board, shall be considered as a part of normal hours of work.**

### 15.6 Education Allowance

The Board shall pay the tuition, books and materials costs of any course of instruction required by the Board for an employee to better qualify himself to perform his job upon successful completion of the course.

The Board shall pay any costs of employee initiated courses of instruction that are identified and approved prior to commencement of course.

### 15.7 Shift Differential

Employees working on scheduled hours on afternoon shift shall receive a shift differential equal to an amount of three per cent (3%) of their hourly wage rate for every hour so worked.

Employees working on scheduled hours on graveyard shift shall receive a shift differential equal to an amount of six per cent (6%) of their hourly wage rate for every hour so worked.

Employees who are granted leave of absence or who are on sick leave or compassionate leave or on statutory holidays shall have their rate of pay for the time off calculated using the rate of the last working shift.

### 15.8 Premium Pay

#### **15.8.1 Cleaning Sewage Plants**

Employees shall receive an additional **twenty-five cents (\$0.25)** per hour in addition to their regular rate of pay **while cleaning sewage plants when draining is required.**

#### **15.8.2 Spray Painting**

A premium equal to an amount of six percent (6%) of the hourly wage rate shall be paid painters while engaged in spray painting for every hour so worked.

15.9 Bilingual Requirements\*

Employees in positions with bilingual language (e.g. French) requirements shall receive a premium equal to an amount of four percent (**4%**) of the hourly wage rate for every hour so worked.

15.10 Lead Hand

Employees appointed to lead hand positions shall receive an amount equal to six percent (6%) of their hourly wage rate for every hour so worked.

15.11 Custodial Supervisory Allowance

Custodial Supervisory Allowances shall be paid as follows:

cents per hour **while** supervising:

- more than ten (**10**) employees. **\$0.76**
- more than five (**5**) employees and up to ten (**10**) employees. **\$0.26**
- more than **two and one-half** (2.5) employees and up to five (**5**) employees. **\$0.18**

15.12 First Aid Allowance

Employees designated, by the Occupational Health and Safety Officer, the responsibility of First Aid Attendant in work sites, and who hold a valid WCB Level 2 Certificate shall be paid an annual allowance of \$1000. If more than one (**1**) employee at a school location is certified, they may choose to share the responsibilities of First Aid Attendant and the annual allowance, providing there is mutual consent, in writing, from the Board, the Union and the employees concerned. Employees so designated will provide the **Principal, Human Resources** and the Occupational Health and Safety Officer with a copy of their WCB Certificate upon designation and upon renewal of the Certificate.

15.13 Saturday/Sunday Premium

Employees in positions with regularly scheduled hours of work on Saturday and/or Sunday shall receive an amount equal to eight percent (**8%**) of the hourly wage rate for every hour worked on Saturday and/or Sunday.

\* Refer to Letter of Understanding Re: Premium for Oral Interpretation and Braille

ARTICLE 16

JOB CLASSIFICATIONS\*

16.1 Job Descriptions

- 16.1.1 The Board agrees to draw up job descriptions for all positions for which the Union is bargaining agent. The job description, including wage rate, shall be presented to the Union and shall become the recognized description and wage rate unless the Union presents written objection, including items of contention, within thirty (30) days.
- 16.1.2 Where the Union files written objection, the description will be referred to the Joint Job Evaluation Committee.
- 16.1.3 The Board has the right to create and fill new positions, in accordance with Article 8 of the **Collective Agreement**, and temporarily set rates of pay. Such rates shall be subject to final negotiation between the parties.
- 16.1.4 After six (6) months from the appointment of an incumbent to the position, the incumbent and the Supervisor shall review the job description. Any updated job information shall be submitted to the Joint Job Evaluation Committee. Where required, the Committee shall revise the job description and the Committee shall rate the position according to the procedure.
- (a) If the position is rated at a pay grade higher than the temporary pay rate, the incumbent's rate of pay shall be adjusted retroactive **to** the date of appointment to the position.
  - (b) If the position is rated at a pay grade lower than the temporary pay rate, the incumbent's rate of pay will be adjusted to the lower rate at the beginning of the new pay period following notification by the Committee.
- 16.1.5 Existing job descriptions shall not be eliminated or changed without prior agreement with the Union.

16.2 Reclassification

- 16.2.1 When the duties or responsibilities in any position are changed and, as a result of this change, the work assignment does not correspond in general terms with the job description, or when the Union, department head and/or the employee feels a position is incorrectly classified, the matter shall be referred to the Joint Job Evaluation Committee for consideration. A request for reclassification shall be undertaken by the Committee within thirty (30) days of submission.
- 16.2.2 When positions are reclassified, then such position shall be accorded to the incumbent employee(s). If it is reclassified upwards, payment of this rate shall be effective the date the request is received in the **Human Resources** Office. If it is

reclassified downwards, the incumbent's rate shall be red circled and shall continue at the old rate until surpassed by the new rate for the classification.

16.3 Joint Job Evaluation Committee

16.3.1 The Joint Job Evaluation Committee shall be comprised of up to two (2) representatives of the Union and up to two (2) representatives of the Board.

16.3.2 If the Committee is unable to agree on the reclassification and/or rate of pay of the position in question, such dispute shall be submitted to grievance procedure as set out in Article 6 of this Agreement. A unanimous decision by the Committee is not grievable.

\* Refer to Letter of Understanding Re: Pay Equity (Gender Neutral Job Evaluation) **and Letter of Understanding Re: Job Classifications.**

ARTICLE 17

WELFARE BENEFITS\*

17.1 Benefits Trust

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

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

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

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

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

### 17.2 Medical, Surgical and Dental Benefits

The Board agrees to provide the following benefits as a condition of employment no later than the first of the month following the date of hire for all employees working at least seventeen and one-half (17.5) hours per week:

- (a) Medical and Surgical Benefits through Medical Services Plan of B.C.
- (b) Extended Health Benefits, Vision Care Benefits and Hearing Aid benefits through a B.C. Licensed Insurance Carrier.
- (c) Dental Care Benefits through a B.C. Licensed Insurance Carrier.
- (d) Group Life Insurance (one times annual salary).

Employees working less than seventeen and one-half (17.5) hours per week shall receive five percent (**5%**) **additional pay** in lieu of benefits.

Where an employee is covered for same or similar benefits by a spouse, the provisions of this Article shall be optional.

One hundred percent (**100%**) of the costs of providing the benefits shall be borne by the Board with the exception of Dental Care Benefits. Eighty percent (**80%**) of the costs of providing Dental Care Benefits shall be borne by the Board and twenty percent (**20%**) by the employee.

**Time Duration employees shall receive twelve percent (12%) in lieu of all benefits, or exercise a one-time option of entitlement to benefits in Article 17.2 (Medical, Surgical and Dental Benefits) according to the terms and conditions of this Agreement plus four percent (4%). It is understood that time duration employees who elect to receive full benefits agree to pay the full cost of premiums of such benefits when their posted time duration position ends. Such benefits shall continue as long as the employee maintains full cost of premiums and as long as the employee remains available to work for the Board. Availability means able to return to work within two (2) weeks of being contacted by the Board.**

**A casual employee shall receive twelve percent (12%) of salary in lieu of benefits over and above their normal rate of pay.**

### 17.3 Benefit Plan Implementation

The Board recognizes its responsibility to the Union and its employees for any undue failure or neglect on its part to implement any benefit plan or improvements to an existing plan negotiated between the Board and the Union.

Both parties shall agree as to an appropriate date for implementation of any new or improvement of existing negotiated benefit plan.

The Secretary-Treasurer shall undertake to implement the plan as soon as possible, and should the Board be informed by **the** Carrier that the agreed implementation date cannot be met, then the Board shall so inform the Union and its employees in writing, thereby negating the Board's responsibility.

#### 17.4 Municipal Pension Plan

Employees hired after January 1, 1975, shall participate in the Municipal **Pension** Plan in accordance with the regulations and requirements of the Municipal **Pension Plan Rules**.

#### 17.5 Maternity Benefits

The Board shall continue to make payments to any benefit plan in the same manner as if the employee **was** not absent, providing the employee elects to continue to pay her share of the cost of any plan that is paid for jointly by the Board and the employee.

#### 17.6 Communicable Disease Protection

**Where an employee working in an environment where serious communicable diseases have been determined by the Public Health Officer to exist, the Board will pay expenses associated with preventative medication not covered by the employee's own medical insurance coverage.**

**Where employees are exposed to any student who is a known Hepatitis B carrier or a regular biter/scratcher the Board will provide the appropriate preventative medication.**

**Where an employee who is providing personal care to a student subsequently becomes aware that the student is a Hepatitis C carrier, the employee shall have the option of remaining in that position or receiving layoff notice.**

To effect the removal of a lice or scabies infestation, the **Board** 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.

#### 17.7 Indemnification Clause

17.7.1 The Board shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of

any action or proceeding, whether civil or criminal, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

17.7.2 Article 17.7.1 does not provide a defense where:

- (a) An employee has, in relation to the conduct that is the subject matter of the action, been found guilty of dishonesty, gross negligence or malicious or willful misconduct, or
- (b) The cause of action is libel or slander.

\* Refer to Letter of Understanding Re: Employee Assistance Program

## ARTICLE 18

### SAFETY AND HEALTH

#### 18.1 Principle

The Union and the Board shall co-operate in continuing and perfecting regulations **and ensuring consistency with the most current Occupational Health and Safety Regulations** which will afford adequate protection and safe working conditions for employees.

#### 18.2 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established and composed of two (2) representatives of the Board and two (2) representatives of the Union, without eliminating the rights of both parties to engage consultants and assistance from the outside. The Occupational Health and Safety Committee shall be expanded to include two (2) representatives from the M.R.T.A.

#### 18.3 Meetings of Committee

The Occupational Health and Safety Committee shall hold monthly meetings and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Occupational Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Board and the Union.

#### 18.4 Safety Measures and Protective Clothing

- 18.4.1 Employees working in any dirty or dangerous conditions shall be supplied with all the necessary tools, safety equipment, and protective clothing when needed. Such protective clothing shall be limited to complete wet weather gear for those required to work outside, ear **protection devices** for power equipment operators, rubber and cotton gloves as necessary, gumboots and coveralls as necessary.
- 18.4.2 Smocks shall be provided for clerical staff operating Ditto or press equipment as necessary. It shall be the responsibility of the Board to clean, launder, and maintain all protective clothing.
- 18.4.3 The Board shall once every second calendar year pay up to a maximum of **one hundred dollars** (\$100.00) toward the purchase of safety footwear for those employees who are either required by the Regulations of the Workers' Compensation Act or by the Board to wear safety footwear. For full-time regular employees in the Maintenance and Grounds Departments the Board shall, once every eighteen (18) months, pay up to a maximum of **one hundred dollars** (\$100.00) towards the purchase of safety footwear. Employees will receive such payment upon providing the Board proof of purchase of the footwear.
- 18.4.4 Summer students shall be limited to a maximum of fifty dollars (\$50.00) per year towards the purchase of safety footwear for those students who are either required by the Regulations of the Workers' Compensation Act or by the Board to wear safety footwear. Students will receive such payment upon providing the Board with proof of purchase of the footwear.

#### 18.5 Unsafe Working Conditions

An employee will not be required to work at a job site which is unsafe. If an employee is concerned about the safety of a job site or the equipment assigned, he will immediately report the condition to his management supervisor who will ensure the work is performed without undue risk.

If the matter remains unresolved it shall be referred to the Health and Safety Committee. The employee shall not be disciplined or penalized for his refusal to work.

#### 18.6 Accident Investigation

The Union shall be notified immediately of each accident or injury. Upon the request of the Union, the **District Health and Safety Officer** shall investigate and report as soon as possible on the nature and causes of the accident or injury.

Upon request the **Board** shall provide to the **Union** information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment.

When an employee covered by the CUPE **Collective Agreement** is involved in an accident which is being investigated by the **District Health & Safety Officer**, a representative from CUPE will be invited to attend the accident investigation.

#### 18.7 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 day at his 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 day.

#### 18.8 Transportation for Accident Victims

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 Board.

#### 18.9 Visual Display Terminals (V.D.T.)

Where an employee is required to operate a visual display terminal, the following will apply:

- 18.9.1 The employee will not monitor a screen continuously for longer than two **(2)** hours without either a fifteen **(15)** minute rest period or a reassignment to other work for a period of fifteen **(15)** minutes or more.
- 18.9.2 An employee will not be required to monitor a full display V.D.T. screen during the last half hour of a shift.
- 18.9.3 No employee will be required to work at monitoring a full display V.D.T. screen for more than a total of six **(6)** hours in any one day.
- 18.9.4 A pregnant woman shall have the option to refuse or to continue to operate a V.D.T. If reassignment is not possible, an employee will be considered to be on leave of absence without pay until she qualifies for maternity leave. An employee shall apply for maternity leave at the same time as leave of absence commences.

At the **written** request of the employee health, medical and insurance benefits will be continued in effect until the employee commences maternity leave. The cost of continuing these benefits will be paid by the employee.

The Board will ensure that all visual display terminals are inspected for safety on an annual basis by a qualified person or persons. Terminals found to be injurious to the health of the operator shall be removed from service until repaired.

The Board will provide a preliminary eye examination by an ophthalmologist for employees at the time the employee is assigned to perform work involving monitoring of a full display V.D.T. screen. Annual retesting of eyes shall also be carried out at the

employee's request. The Board will pay for these eye examinations if the cost is not covered in an insurance plan.

The original examination shall be provided without loss of time; subsequent examinations shall be on the employee's time.

## ARTICLE 19

### HUMAN RIGHTS

#### 19.1 Sexual and Personal Harassment

The Board and the Union recognize the right of every employee to work in an environment free from sexual and personal harassment.

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

19.1.2 Sexual harassment by either employees or Board representatives shall be defined as:

- (a) Repeated unwelcome sexual advances comprised of offensive sexual comments, sexual gestures and/or physical contact; and/or
- (b) Requests for sexual favours, or threats and reprisals as a result of rejection of sexual advances.

19.1.3 Because of the sensitivity of such situations and the desire to handle these in a confidential manner, complaints shall be referred to the Secretary Treasurer or designate. At any meeting with the Secretary Treasurer or designate in this regard, the complainant may be accompanied by a member of the Union and/or the Union's National Representative. At any meeting with the Secretary Treasurer or designate in this regard, the alleged aggressor may be accompanied by a member of the Union and/or the Union's National Representative. In the event that the issue remains unresolved after review by the Secretary Treasurer or designate, the employee may refer the matter to the **Joint** Grievance Committee, step **3** of the Grievance Procedure.

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

#### 19.2 No Discrimination

19.2.1 There will be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wages, training, up-grading, promotion, transfer, lay-off, recall, or classification, on the basis of race, color, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, parental status or participation in the lawful activities of the Union.

19.2.2 A bona fide occupational requirement shall not be considered discrimination.

19.2.3 None of the foregoing shall hinder the Board's right to discipline, suspend or discharge for just cause.

## ARTICLE 20

### JOB SECURITY

#### 20.1 Contracting Out

In order to provide job security for the members of the bargaining unit, the **Board** agrees that it shall not contract out work where it results in a layoff, reduction in hours or failure to recall an employee who has the seniority and required knowledge, ability and skills necessary to perform the work.

#### 20.2 Technological Change

Technological change is defined to mean the introduction and utilization of methods of operation which have not previously been used.

The Board recognizes that it has a responsibility to its employees before the introduction of any technological changes or methods of operation which may adversely affect the continued employment of **regular** employees, conditions of employment, wage rates or work load. In this respect the Board shall notify the Union at least ninety (90) days before the introduction of the technological change.

The Board further recognizes that **regular** employees so affected will be given all available opportunities commensurate with seniority and abilities to acquire the necessary knowledge and skills required for retention of their employment.

Notwithstanding the foregoing, it is agreed between the parties that any **regular** employee who is displaced as a result of technological change or method of operation, will be given an opportunity to fill vacancies related to his or her skills and qualifications according to seniority.

#### 20.3 Amalgamation or Merger

In the event that the Labour Relations Board determines that there has been a successorship where the School District has been involved in an amalgamation or a merger with any other body or in the event that the School District or a part of the District is amalgamated or merged with any other body, the School District will undertake to encourage the new district, entity and/or region to implement the provisions of the current Collective Agreement, unless the terms of any agreement which the merging district, new entity and /or region has are superior to the working conditions in the current Collective Agreement. In such case the School District will endeavour to have the conditions of the merging agreement apply.

The School District will also make every effort to have employee's seniority rights and service credits relating to vacation and sick leave protected at the time that the merger occurs.

#### 20.4 Employee Workloads

If an employee's hours of work are reduced or his/her duties are increased due to layoff or if jobs are lost through attrition, the supervisor and the employee shall meet to review priorities and frequencies of duties. If the supervisor and the employee are unable to resolve the revised workload, the employee shall have the right to a Union representative with knowledge of the job in question to assist in a subsequent meeting with the supervisor. The supervisor will also be permitted to use an advisor.

### ARTICLE 21

#### 21.1 Crossing of Legal Picket Lines

No employee covered by this Agreement, except in emergency conditions, will be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Statutes of the Dominion of Canada. Failure to cross 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.

#### 21.2 Administering Medication to Students

##### **Policy JHCD 09/24/03**

The District recognizes that the parent is the primary care giver to their child and is responsible to administer or supervise the self administration of medication. It is recognized that there may be situations where it is necessary that medication must be administered during school hours and where a parent is not available. Therefore, with explicit written direction and authority from the parent, the principal or their designate

will implement the necessary medical intervention to ensure reasonable safety and well-being of the students.

### 21.3 Joint Vandalism Protection Fund

It is mutually agreed that a Joint Vandalism Protection Fund be established for the purpose of:

Reimbursing members of C.U.P.E. Local 703, who in the course of rendering official School District services suffer a loss arising from theft, fire or malicious damage to their vehicles while parked on School District property.

It is further agreed, that when the Joint Vandalism Protection Fund reaches a balance of **five hundred dollars (\$500.00)** at any given time, the fund shall be replenished by equal contributions of **two hundred and fifty dollars (\$250.00)** from the Board and from C.U.P.E., Local 703.

#### Interpretation per this Agreement

"Member of C.U.P.E., Local 703" refers to an employee of School District No. 42 who is also an active member of the C.U.P.E., Local 703 bargaining unit.

"Loss by Fire" means a maliciously started fire. This does not include fires started by acts of God, electrical and/or mechanical problems of the property resulting in a fire.

"School District property" refers to all property owned by School District No. 42 up to and including an additional fifty (**50**) feet adjacent to and immediately surrounding all such above referred to property.

"Rendering services" means performing those functions as assigned to an employee in accordance with the Collective Agreement between the Board of School Trustees of School District No. 42 (Maple Ridge-Pitt Meadows) and the Canadian Union of Public Employees, Local 703. The above services for a day will commence when an employee enters School District property and shall end for that day when the employee leaves School District property.

In instances where duties are performed away from School District property (i.e. field trips, day trips, sporting events, transporting of students "rendering services" will commence when the employee first picks up the student(s) and/or enters the vehicle of transportation relating to the activity and ends when the last student (s) is dropped off and/or the employee leaves the vehicle of transportation relating to the activity.

"Vehicles" means the vehicle used by an employee on a day-to-day basis to travel to and from the worksite.

#### Rules re the Fund

1. A damage/loss report must be filed in each instance. This report should contain all pertinent information:

- Employee's name and address
- School where assigned
- Description of property damaged/lost
- Place and time of damage/loss
- Means of securing reimbursement through personal insurance, insurance or personal coverage of the vandal(s)
- Date and time damage/loss was reported to the local RCMP detachment

This report must be completed, making reference to all of the above report criteria. The completed report must be signed by the employee and his/her supervisor.

Note: Before any money will be disbursed from this fund:

- (a) All reasonable steps must be taken to obtain financial satisfaction from:
  - your own insurance coverage
  - the insurance coverage of the vandal(s)
  - the individual financial resources of the vandal(s).
- (b) A report must be filed with the local RCMP detachment.

2. All reasonable precautions must be taken by an employee to safeguard his/her property --  
- lock it up, put it away, take it home, cover it, etc. --- where common sense prevails.

#### Criterion upon which Funds will be Disbursed from the Joint Vandalism Protection Fund

1. Regarding malicious damage, certain acts, as examples, will not be eligible for reimbursement:
  - Damage to a vehicle due to individual playing baseball or other sporting activities near the vehicle.
  - Persons throwing rocks, etc. at each other (i.e. elementary students) and accidentally damaging an employee's vehicle.
2. An employee must be able to enjoy the full use of the property in question to be able to be eligible for a claim against the fund. For example, an employee whose car is in the auto shops for repair overnight, or for two weeks in the engine shops, will not be eligible for reimbursement from this fund if the vehicle is maliciously damaged.
3. Regarding vehicles covered by comprehensive insurance, the Joint Vandalism Protection Fund will make reimbursement up to a maximum of **two hundred dollars (\$200.00)**.
4. Regarding vehicles that are not covered by comprehensive insurance and all other property, the **Joint Vandalism Protection Fund** will make reimbursement up to a maximum of **two hundred dollars (\$200.00)**.

#### Other

1. Currently, this Joint Vandalism Protection Committee is made up of two (2) individuals - one (1) C.U.P.E., Local 703 representative and one (1) School Board officer representative.
2. If the present committee cannot make a decision concerning a claim from this fund, the claim in dispute will be forwarded to the Labour Management Committee for a decision.

#### 21.4 Work at Home

Prior to an employee being asked to work at home on a regular basis, the parties will meet to discuss the terms and working conditions.

### ARTICLE 22

#### ADDENDA

#### 22.1 Appendix "B" – Wages\*

The schedule of hourly rates, wages classifications, and special provisions for all employees of the Board covered by this Agreement **July 1, 2003 to June 30, 2006** shall be in accordance with **Appendix "B"** attached hereto and forming part of this Agreement.

\* Refer to Letter of Understanding Re: Pay Equity (Gender Neutral Job Evaluation)

ARTICLE 23

TERM OF AGREEMENT

This Agreement shall be for the period from and including **July 1, 2003** to and including **June 30, 2006** and from year to year thereafter, subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of the Agreement (**June 30, 2006**) or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

The parties agree to abide by the language or Section Forty-five (45) of the Labour Relations Code of British Columbia or successive language. Specifically Section 45 (2) currently reads:

"If notice to commence collective bargaining has been given and the term of a Collective Agreement that was in force between the parties has expired, neither the Board nor the trade union shall, except with the consent of the other, alter any term or condition of employment, until

- (a) A strike or lock out has commenced,
- (b) A new collective agreement has been negotiated, or
- (c) The right of the trade union to represent the employees in the bargaining unit has been terminated, whichever occurs first."

Retroactivity

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

The operation of Subsection Two (2) of Three (3) and Section Fifty (50) of the Labour Relations Code of British Columbia is hereby excluded.

In witness whereof both parties hereto have executed these presents on this \_\_\_\_ day of \_\_\_\_\_, 2006.

The Corporate Seal of the Board of School Trustees, School District No. 42 (Maple Ridge-Pitt Meadows) affixed in the presence of:

\_\_\_\_\_ C. Ashlie, Chair

\_\_\_\_\_ D. Woytowich, Secretary-Treasurer

Signed, sealed and delivered by and on behalf of:

The Canadian Union of Public Employees, Local 703

\_\_\_\_\_ L. Franklin, President, C.U.P.E. Local 703

\_\_\_\_\_ A. Ens, C.U.P.E. National Representative

## APPENDIX A

## EMPLOYMENT STANDARDS ACT

## Part 6

## Pregnancy Leave/Parental Leave

Pregnancy Leave

- 50 (1) A pregnant employee who requests leave under this section is entitled to up to 18 consecutive weeks of unpaid leave
- (a) beginning no earlier than 11 weeks before the expected birth date, and
  - (b) ending no earlier than 6 weeks after the actual birth date unless the employee requests a shorter period.
- (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 certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) 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.

Parental Leave

- 51 (1) An employee who requests parental leave under this section is entitled to up to 12 consecutive weeks of unpaid leave beginning,
- (a) for a birth mother, immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,
  - (b) for a birth father, after the child's birth and within 52 weeks after that event, and
  - (c) for an adopting parent, within 52 weeks 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 32 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2)

**APPENDIX "B" - WAGES**

<b>Pay Band</b>	<b>Title</b>	<b>1-Jul-05</b>
1	Cafeteria Assistant	16.99
1	Clerical Assistant	16.99
2	General Clerk	18.44
2	Library Clerk	18.44
3	Resource Centre Clerk	18.44
4	Attendance Monitor & NHS	19.21
4	Career Planning Assistant	19.21
4	Classroom/Testing Centre Assistant	19.21
4	Classroom Assistant 2/Second Language	19.21
4	Junior Accounts Clerk	19.21
4	Custodial/Community Rentals Clerk	19.21
4	Records Clerk	19.21
5	Education Assistant	20.13
5	Facilities Clerk	20.13
5	Meal Program Coordinator	20.13
5	Personnel Clerk	20.13
5	Print Shop Operator	20.17
6	Aboriginal Support	21.07
6	Accounts Assistant	21.07
6	Accounts Clerk	21.07
6	Administrative Secretary	21.07
6	Media/Library Technician	21.07
6	Purchasing Clerk	21.07
7	Program Assistant	22.01
7	Elementary School Secretary	22.01
7	Accounts Clerk II	22.01
7	Administrative Coordinator	22.01
7	Chef's Assistant	22.01
7	Payroll Clerk	22.01
7	Payroll Clerk/Receptionist	22.01
7	Software Training & Support Technician	22.01
8	Business Services Coordinator	22.95
8	Child Care Worker	22.95
8	Computer Software Coordinator	22.95
8	Data Management Assistant	22.95
8	Elementary School Secretary II	22.95
8	Information Tech. Assistant	22.95
8	Lunch Counter Operator	22.95
8	Senior Accounting Clerk	22.95
8	Senior Accounts Payable Clerk	22.95
9	Financial Analyst	23.88
9	Payroll Administrator	23.88
9	Special Education Assistant	23.88
9	Special Needs & Work Experience Facilitator	23.88

<b>Business Services Department</b>	
Buyer I	20.17
Buyer II	23.22
Computer Network Technician	24.66

<b>Maintenance Department</b>	
Maintenance Foreman	26.63
Carpenter/Painting	
Electrical/HVAC/ Mechanical	
Grounds	
Maintenance Coordinator	24.66
Carpenter	24.66
Electrician	
Millwright/ Machinist	
Painter/Decorator	
Plumber/Gasfitter	
HVAC Mechanic	
Gardener	24.66
Maintenance Person	21.28
Equipment Operator	19.28
Courier	19.28
Groundsman	18.91
Labourer	18.44

<b>Custodial Department</b>	
Area Supervisor	21.49
Carpet Cleaning Crew	18.44
Custodian/Elementary Custodian	18.44
District Custodian	18.68
Elementary Custodian II	18.56
Day Shift/Head Custodian	18.68
Gym Floor Finish Crew	18.44
Maintenance Custodian	21.28
Utility Custodian	18.68

<b>Noon Hour Supervisor</b>	15.39
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## **APPENDIX "C"**

### **Letters of Understanding Preamble**

**It is understood and agreed that Letters of Understanding typically will end on the expiration date of the collective agreement. Where a new collective agreement is not negotiated and signed prior to the expiration of the current collective agreement the Letters of Understanding will remain in force until a new collective agreement is reached or an agreement has been reached on further extending the Letter or Letters of Understanding. If a Letter of Understanding has a specific expiration date or the body of the Letter indicates a future expiration date, that will become the expiry date for the letter.**

LETTER OF UNDERSTANDING

EMPLOYEE ASSISTANCE PROGRAM

The parties shall appoint a committee, consisting of two (2) members from the Board and two (2) members from the Union. The Committee shall meet from time to time to review, study and make recommendations on the existing program.

It shall be understood that the program to be implemented (or to be continued) shall be on a cost-sharing basis, with total costs to be respective to the total **EI** rebate.

With the general objective to establish a program which will provide assistance to "troubled" employees with problems arising from alcohol and drug dependencies or who are in social, personal or economic difficulties, the committee shall concern itself with the following:

- 1) The establishment of a rehabilitation program in conjunction with a professional organization and/or agencies.
- 2) To research and establish the specifics, the details and the scope of the program.
- 3) The method for implementation to educate, instruct and encourage employees in the use of the program.

The Employee Assistance Program and Committee members shall maintain strict confidentiality.

Dated this day \_\_\_\_\_, 2006

On Behalf of:

The Board of School Trustees, School District #42 Maple Ridge - Pitt Meadows

\_\_\_\_\_  
Cheryl Ashlie, Chair

\_\_\_\_\_  
Don Woytowich, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

\_\_\_\_\_  
Leslie Franklin, President

\_\_\_\_\_  
Al Ens, National Representative

## LETTER OF UNDERSTANDING

### LUNCH HOUR SUPERVISION

The following terms and conditions shall apply only to **Lunch** Hour Supervisors. Where a conflict arises between this Letter of Understanding and the Collective Agreement between the parties, this Letter of Understanding shall prevail.

1. **Lunch** Hour Supervisors shall be entitled to **twelve percent** (12%) in lieu of benefits.
2. The hours of employment shall be restricted to **a daily, one hour period at the assigned school inclusive of the lunch break plus any agreed upon time immediately prior to or after the lunch break. Lunch hour supervisors will not be required to work in excess of one (1) hour except in the event of unforeseen or emergent circumstances. This must be at the request of the Principal or Vice Principal or Teacher-in-charge.**
3. It is recognized that **employees identified under the School Act** may also provide **lunch hour** supervision pursuant to the School Act. This Letter of Understanding is not applicable to those persons.
4. **Lunch** Hour Supervisors shall not be paid overtime as a result of work performed by them as a **Lunch** Hour Supervisor.
5. **Lunch** Hour Supervisors shall be classified as Regular Employees.
6. Seniority for **Lunch** Hour Supervisors is applied on a classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and maintained as a separate list.

Employees shall be entitled to use their seniority for the following purposes:

- call to work within the **Lunch** Hour Supervision classification
- location preference within **Lunch** Hour Supervisor classification vacancies.

Seniority accumulated as a **Lunch** Hour Supervisor shall not be considered in job postings for other job classifications within the bargaining unit. **It is recognized however, that Lunch Hour Supervisors will be given hiring preference over outside applicants when qualified.**

Substitute and temporary **Lunch** Hour Supervisors shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.

When a **Lunch** Hour Supervisor is the successful applicant to a regular position, his seniority as a **Lunch** Hour Supervisor shall be converted and back-dated to a calendar date upon successful completion of the probationary period based on the following formula:

86 hours worked = 1 month of seniority.

The Board shall annually, on December 31, update the seniority list and send a copy to the Union.

7. Regular part-time employees who are successful applicants for the position of **Lunch** Hour Supervisor shall be subject to the terms and conditions listed in this Letter of Understanding.
8. Subject to the above, the following Articles shall not apply to **Lunch** Hour Supervisors:

Article 7  
Article 9.1, and 9.3-9.7  
Article 10.1 – 10.7  
Articles 11 - 13  
Article 14.4 and **14.7**  
Article 15.2, 15.3, 15.7, **15.8**, and 15.10-15.13  
Article 17.

Dated this day \_\_\_\_\_, 2006

On Behalf of:

The Board of School Trustees, School District #42 Maple Ridge - Pitt Meadows

\_\_\_\_\_  
Cheryl Ashlie, Chair

\_\_\_\_\_  
Don Woytowich, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

\_\_\_\_\_  
Leslie Franklin, President

\_\_\_\_\_  
Al Ens, National Representative

LETTER OF UNDERSTANDING

CUSTODIAL WORKLOAD FORMULA

**The Board shall maintain (with revisions as necessary) a custodial workload formula (Custodial Standards and Job Frequency Schedule) to be used as a general guideline in determining custodial assignments.** The formula shall be used to ensure that basic workloads for custodians are reasonably equal.

Where a custodial assignment exceeds the basic formula, the Board shall assign a list of priorities (and frequencies) consistent with the formula to ensure a reasonably balanced workload.

**Each Custodian shall develop a daily schedule. These schedules will then be discussed and agreed upon by the Custodian, the Custodial Supervisor and the Principal/Vice Principal. The parties agree that the daily schedules shall be posted.**

Two (2) representatives each from the Board and Union shall meet every three (3) months, or more often as required, to review custodial allocations and attempt to resolve any concerns in a mutually acceptable manner.

**Leaves of absence for C.U.P.E., Local 703 employees to attend and participate in Custodial Workload Committee meetings during the employees regular hours of work shall be shared between the parties on the basis of seventy-five percent (75%) cost to the Board and twenty-five percent (25%) cost to the Union.**

Dated this day \_\_\_\_\_, 2006

On Behalf of:

The Board of School Trustees, School District #42 Maple Ridge - Pitt Meadows

\_\_\_\_\_  
Cheryl Ashlie, Chair

\_\_\_\_\_  
Don Woytowich, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

\_\_\_\_\_

\_\_\_\_\_

Leslie Franklin, President

Al Ens, National Representative

LETTER OF UNDERSTANDING

WORK EXPERIENCE STUDENTS

The parties agree that the provision of work experience for secondary school students is in the best interest of the community as a whole and students in particular.

Work experience placements are designed to introduce students to specific work experiences and skills by placing the student in a working environment for a prescribed period of time in order that the student can experience first hand the demands of the workplace, jobs and skills she/he will face when entering the work force.

The following terms and conditions will be in place for Work Experience Placements in Schools and/or District Offices.

1. Work Experience placements are in addition to the established complement of staff.
2. At no time will a student be placed in a workplace during a strike or lockout between the Board and C.U.P.E., Local 703. If a strike or lockout arises during a work experience placement the educational supervisor will be notified and the student will be removed from the workplace until such time as the strike or lockout is resolved.
3. The student on a work experience placement must be under the direction of the employee(s) whose job she/he is observing and practicing.
4. The employee who is assigned to work with a student on a work experience placement will be provided with adequate time to work with the student.
5. When a student is placed in a work area where confidentiality of records must be maintained, the student must be given instruction concerning the protection of confidentiality and will at no time be given access to employee files.
6. Upon completion of a Work Study/Work Experience Agreement, the Union will receive a copy of the Agreement. The Union shall notify the Board if they have concerns regarding a placement.

Dated this day \_\_\_\_\_, 2006

On Behalf of:

The Board of School Trustees, School District #42 Maple Ridge - Pitt Meadows

\_\_\_\_\_  
Cheryl Ashlie, Chair

\_\_\_\_\_  
Don Woytowich, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

\_\_\_\_\_  
Leslie Franklin, President

\_\_\_\_\_  
Al Ens, National Representative

LETTER OF UNDERSTANDING

PAY EQUITY (GENDER NEUTRAL JOB EVALUATION)

1. The parties agree to the principle and concept of pay equity.
2. Pursuant to the Letter of Understanding on Gender Neutral Job Evaluation in the January 1, 1993 to December 31, 1994 **Collective Agreement**, the Board will apply for interim funding retroactive to April 1, 1995 and agrees to apply for all future funding that may come available.
3. The parties agree that implementation of the pay equity program shall not exceed the targeted grant provided by the government. The compensation will be negotiated by the parties upon ratification of a pay equity plan.
4. A Joint Committee shall meet within thirty (30) days of the signing of this Agreement:
  - a. The Committee shall consist of two (2) representatives from each of the Board and Union. The Board will pay **one hundred percent** (100%) of leave of absence for CUPE representatives to perform Committee work.
  - b. The parties will establish a mutually agreeable job evaluation process that is based upon the CUPE Gender Neutral Plan, but modified as necessary.
  - c. Each party shall have the right to have advisors as ex-officio members of the Committee.
  - d. The parties agree that the provisions of Article 19.2 - No Discrimination shall not apply to the implementation of this Gender Neutral Plan.
  - e. The Committee will be responsible for recommending a pay equity plan to the parties for ratification.
5. Once a plan has been ratified, the parties will meet to negotiate the appropriate compensation.
6. The reclassification process outlined in Article 16.2 will be suspended from the time the Committee first meets until the parties have finalized the pay equity plan and negotiated the appropriate compensation.
7. The parties agree to complete the evaluation process on or before September 25, 1997.

Dated this day \_\_\_\_\_, 2006

On Behalf of:

The Board of School Trustees, School District #42 Maple Ridge - Pitt Meadows

\_\_\_\_\_  
Cheryl Ashlie, Chair

\_\_\_\_\_  
Don Woytowich, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

\_\_\_\_\_  
Leslie Franklin, President

\_\_\_\_\_  
Al Ens, National Representative

LETTER OF UNDERSTANDING

20 HOUR MINIMUM WORK WEEK

1. The Board is committed to providing a minimum twenty (20) hours of work per week for a regular/continuing employee reporting for work.
2. The Board is committed to providing a minimum four (4) hour work day for casual employees reporting to work. The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.
3. Exemptions to the twenty (20) hour minimum work week for regular/continuing employees and minimum four (4) hour work day for casual employees **replacing employees in the following scenarios:**
  - **Lunch Hour Supervisors.**
  - Small Schools with less than 100 students.
  - Time duration postings.
  - Extended day schools.
  - School meal/food services assistants such as Chef’s Assistants, Lunch Counter Operator, Meal Program Coordinator, and Cafeteria Assistants.
  - Other positions by mutual agreement.

The parties shall refer the rate of pay for any combined job arising out of the implementation of the twenty (20) hour minimum work week to the Joint Job Evaluation Committee.
4. **It is understood by the parties that where it is not practical to combine hours and/or positions to create a minimum twenty (20) hour posting, the Board may post such hours as time duration for the remainder of the school year. The Board will notify the Union of such circumstances prior to it happening.**

Dated this day \_\_\_\_\_, 2006

On Behalf of:

The Board of School Trustees, School District #42 Maple Ridge - Pitt Meadows

\_\_\_\_\_  
Cheryl Ashlie, Chair

\_\_\_\_\_  
Don Woytowich, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

\_\_\_\_\_  
Leslie Franklin, President

\_\_\_\_\_  
Al Ens, National Representative

LETTER OF UNDERSTANDING

PREMIUM FOR ORAL INTERPRETATION AND BRAILLE

This letter confirms the agreement between the Board and CUPE, Local 703 to apply **Article 15.9** – Bilingual Requirements to include Oral Interpretation, Sign Language and Braille.

Employees who possess Oral Interpretation, Sign Language and/or Braille skills and are required to utilize these skills in their current position shall receive a premium equal to an amount of four (4) percent of the hourly wage rate for every hour worked.

For the purpose of this agreement Oral Interpretation, Sign Language and Braille skills refer to the following:

1. The successful completion of a recognized interpreter training program from an institute such as Douglas College or Vancouver Community College;

OR

2. Evaluation of sign language competency at level 8 or above;

OR

3. Completion of the Oral Interpreter Training Program through the Provincial Oral Communication Training Program;

OR

4. Completion of the Deaf-Blind Intervener Training Program through the Provincial Outreach Program for the Deaf-Blind;

OR

5. The successful completion of the Braille correspondence course offered by the Canadian National Institute for the Blind (CNIB).

Dated this day \_\_\_\_\_, 2006

On Behalf of:

The Board of School Trustees, School District #42 Maple Ridge - Pitt Meadows

\_\_\_\_\_  
Cheryl Ashlie, Chair

\_\_\_\_\_  
Don Woytowich, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

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Leslie Franklin, President

\_\_\_\_\_  
Al Ens, National Representative

LETTER OF UNDERSTANDING

PARTIAL LEAVES OF ABSENCE/TIME DURATION HOURS

Time duration hours generated as a result of a partial leave of absence shall be offered first to the part-time employees in that classification within the school/department in descending order of seniority. Failing acceptance, the time duration hours may be posted.

Dated this day \_\_\_\_\_, 2006

On Behalf of:

The Board of School Trustees, School District #42 Maple Ridge - Pitt Meadows

\_\_\_\_\_  
Cheryl Ashlie, Chair

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Don Woytowich, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

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Leslie Franklin, President

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Al Ens, National Representative

**LETTER OF UNDERSTANDING**

**UNION LEAVE PAYROLL**

**The Board agrees to run a separate payroll for Union representatives who are working outside of their regular scheduled hours. The Board agrees to pay one hundred percent (100%) of the cost for operating the payroll. The Board shall issue billing to the Union to recover the appropriate amount and the Union shall reimburse the Board within thirty (30) days of receipt of the invoice. The Board and the Union agree that this letter of understanding will be retroactive to 2004.**

Dated this day \_\_\_\_\_, 2006

On Behalf of:

The Board of School Trustees, School District #42 Maple Ridge - Pitt Meadows

\_\_\_\_\_  
Cheryl Ashlie, Chair

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Don Woytowich, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

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Leslie Franklin, President

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Al Ens, National Representative

**LETTER OF UNDERSTANDING**  
**CASUAL CLERICAL CALL-OUTS**

**Casual Clerical call outs shall be done in order of seniority for planned absences of five (5) working days or more.**

**Casual Clerical call outs shall be done by rotation for absences of less than five (5) working days.**

Dated this day \_\_\_\_\_, 2006

On Behalf of:

The Board of School Trustees, School District #42 Maple Ridge - Pitt Meadows

\_\_\_\_\_  
Cheryl Ashlie, Chair

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Al Ens, National Representative

**LETTER OF UNDERSTANDING**

**JOB CLASSIFICATIONS**

**The Board and the Union agree to set up a short term committee consisting of two (2) members of the Negotiating Committee for the Union and two (2) members of the Negotiating Committee for the Board plus a third party for both sides to discuss the issue of reclassification versus new position and the integration of the Pay Equity Maintenance Plan into the Collective Agreement. The Committee will be with pay and any recommendations and/or agreements will be forwarded to the Bargaining Committee for approval.**

Dated this day \_\_\_\_\_, 2006

On Behalf of:

The Board of School Trustees, School District #42 Maple Ridge - Pitt Meadows

\_\_\_\_\_  
Cheryl Ashlie, Chair

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Al Ens, National Representative

ADDENDUM  
SUPERINTENDENT'S DIRECTIVE  
EMPLOYEE ATTENDANCE DURING EMERGENCY CLOSING

Reference: Policy EBCD

The following guidelines apply during school closures such as inclement weather, power outage or furnace breakdown:

1. Staff are expected to report to their school or department, unless notified otherwise by the Superintendent or Designate.
2. Staff will be paid their regular wages during a day(s) of official school closure:
  - a. If the staff member reports to the school, he/she will carryout his/her normal duties. If this is not possible, alternative duties will be assigned by the principal/supervisor.

The following Employment Standards Act regulations will apply:

An employee who reports for work and commences work is entitled to a minimum of 4 hours pay at the regular rate.

An employee who reports for work and finds there is no work available is entitled to a minimum of 2 hours pay at the regular rate.

Should either of these situations occur the employee will have the appropriate number of hours deducted from the application in (c) below.

- b. If the staff member does not report to the school or there is no practical work available (e.g. for **Lunch Hour Supervisors**), he/she will make arrangements with the principal/supervisor to work at an alternate site. If work at an alternate site is not possible, the principal/supervisor and the employee will make arrangements to "make up" the time lost or the employee may opt to take the closure day(s) as leave of absence without pay. "Made-up" time will be worked at straight time rate (overtime provisions are waived).

It is important to recognize the critical service that Custodial, Grounds, and Maintenance employees provide during school closures and to acknowledge the efforts made by those staff to attend work during emergency closures.

The following guidelines apply when school is open but, in the opinion of the employee, conditions are too treacherous to report to normal assignments:

1. The employee is to contact the principal/supervisor.
2. The employee may choose one of the following options to account for their time:
  - a. Leave of absence without pay (all employee groups)
  - b. Discretionary leave (MRTA only, subject to conditions in collective agreement)
  - c. Vacation time (CUPE and Excluded, if the employee has accrued time)
  - d. Time off in lieu of overtime (CUPE and Excluded, if the employee has accrued time).

Revision: November 11, 1995

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