

**SCHOOL DISTRICT NO. 36 (SURREY)**



# **COLLECTIVE AGREEMENT 2006 - 2010**



**CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 728**

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## **PREAMBLE**

The purpose of this agreement is to secure for the Board, the Union and the employees of the Board the full benefit of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by the agreement to be the duty of the Board and the Union and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.

The Board and the Union agree to abide by the terms set out in this agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this agreement. The Board agrees, in the exercise of the functions of management, that the provisions of this agreement will be carried out.

It is the desire of both parties to this agreement that the school facilities be operated in a manner so as to give the maximum in public service and the best educational opportunity to the people resident in the school district.

## **COLLECTIVE AGREEMENT**

**This Collective Agreement effective July 1, 2006 Between**

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 36 (SURREY)  
(Hereinafter referred to as "the Board or the Employer")  
PARTY of the FIRST PART**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 728  
(Hereinafter referred to as "the Union")  
PARTY of the SECOND PART**

### **ARTICLE 1 TERM OF AGREEMENT**

- 1.10 This agreement shall be for the period from and including **July 1, 2006** to and including **June 30, 2010** inclusive and from year to year thereafter subject to the right of either party to the agreement at any time within four (4) months immediately preceding the date of the expiry of this agreement (**June 30, 2010**) or immediately preceding the last day of December in any year thereafter, by written notice, to require the other party to the agreement to commence collective bargaining.
- 1.20 If notice to commence collective bargaining has been given and the term of the collective agreement between the parties has expired, neither the employer nor the trade union shall, except with the consent of the other, alter any term or condition of employment, until:
- (1) A strike or lockout has commenced.
  - (2) A new collective agreement has been negotiated, or
  - (3) The right of the Union to represent the employees in the bargaining unit has been terminated, whichever occurs first.
- 1.30 The parties hereto agree to the exclusion of the operation of Section 50, subsections (2) and (3) of the Labour Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

### **ARTICLE 2 DEFINITIONS**

- 2.10 Employee Departments

- 2.11 For the purposes of this collective agreement, the parties recognize the following Employee Departments:
- Maintenance
  - Clerical
  - Attendants
  - Bus Drivers
  - Student Support
  - Custodial
  - Information Technology

- 2.12 An Employee Department is defined as a grouping of classifications. The Employee Departments are comprised of the classifications listed below.

**Maintenance**

Equipment Operator I  
Equipment Operator II  
Equipment Operator III  
Facilities Technologist  
Grounds Keeper  
Labourer

**Maintenance Planner**

Material Foreman (m/f)  
Non Trades Foreman (m/f)  
Storekeeper  
Trades Foreman (m/f)

**Trades Foreman II**

Trades Helper  
Trades Person

**Trades Person II**

Utility Worker

**Information Technology**

Audio Visual Technician  
Help Desk Technologist  
Information Serv. Technologist  
Lan Technologist  
Network Technologist Specialist  
Systems Trainer  
Programmer/Analyst  
Repair Technician Info. Serv.  
Senior Help Desk Technologist  
Senior User Support Technologist  
Sr. Repair Technician Info. Serv.  
Sr. Info. Serv. Technologist  
Systems Application Specialist

**Team Leader**

**Attendants**

District Attendant - Education Centre

District Attendant - Learning Centre

**Safe School Liaison**

School Meal Program Aide

Supervision Aide

**Bus Drivers**

Bus Driver

**Clerical**

**Accounting Assistant I**

**Accounting Assistant II**

Buyer

**Career Centre Assistant**

Clerk Typist

**Corporate Services Specifier**

Data Entry Clerk

District Office Clerk

**District Office Clerk (Payroll)**

Education Centre Secretary

Elementary School Head Secretary

Elementary School Clerk

**Head Clerk - Learning Resources**

Learning Resources Clerk

Library & Information Technologist

Mail Clerk

Payments Clerk

**Payroll Assistant**

Purchasing Clerk

Records Management Clerk

Reprographics Operator

Research Analyst

School Meal Program Assistant

**Secondary Information Management Clerk**

Secondary School Clerk

Secondary School Head Secretary

**Senior Accounting Assistant**

**Senior Buyer**

Senior District Office Clerk

**Senior Payroll Assistant**

Sr. Learning Resources Clerk

**Senior Research Analyst**

**Web Communication Specialist**

**Student Support**

**ABA Support Worker**

**Aboriginal Child/Youth Care Worker**

**Aboriginal District Cultural Facilitator**

**Aboriginal Education Assistant**

Cafeteria Assistant

Child/Youth Care Worker

**Inner City Secondary School Worker**

Language Assistant

Multicultural Worker

**Oral Communication Facilitator**

**Senior Aboriginal Support Worker**

**Sign Language Interpreter**

Special Education Assistant I

Special Education Assistant II

**Substance Use Liaison**

**Y.E.S Co-ordinator**

**Youth Diversity Liaison**

**Custodial**

Caretaker

Day Custodian

**District Theatre Attendant**

Head Caretaker

Senior Head Caretaker

2.20 Employees

2.21 "Employee" or "Employees" means a person or persons defined as such under the Labour Relations Code.

2.22 "Probationary Employee" shall be defined as an employee who is serving a probationary period to determine his/her general suitability as a regular employee. All employees are hired on a probationary period, after whose successful completion they become regular employees.

2.23 "Regular Employee" shall be defined as a employee who has satisfactorily completed the probationary period of employment defined in Section 3 below.

2.24 "Spare Board Employee" shall be defined as an employee who is either a probationary employee or a regular employee who is engaged on a relief or day-to-day basis only and who does not hold an assignment through a posting.

2.25 "New Construction Employee" shall be defined as an employee who has been engaged to work only on the construction of buildings or on new or school addition projects, where new foundations are involved. Such employees shall receive wages, working conditions

and fringe benefits as provided in the appropriate agreements of the trade unions in the Building Trades applicable to the Greater Vancouver area, and shall be required to pay a monthly assessment of \$1.00 to the Canadian Union of Public Employees, Local 728. They shall not be entitled to the benefits of this agreement except for daily rest periods which will be granted in accordance with Article 9.40.

All "new construction employees" shall work a seven and one-half (7 1/2) hour day, except as otherwise provided in related trades agreements.

Work performed on items normally considered part of "new construction" building costs will be paid for at current "new construction" rates.

New construction positions will not be classified as vacancies or new positions.

New construction employees will be hired through the appropriate union hiring halls or selected from the membership of the Canadian Union of Public Employees, Local 728.

No present regular employee shall be laid off as the result of the implementation of this provision.

#### 2.30 Evaluation Periods and Reports

#### 2.31 Probationary Period:

A probationary period is a four (4) month period served by an employee to determine his/her general suitability to become a regular employee. Such period may be served simultaneously with a trial period.

Except as noted below, the probationary period shall continue for four (4) months and, during this period, no seniority rights shall be recognized.

Upon completion of four (4) months accumulated service, an employee shall be entitled to seniority dating from the day he/she entered the service of the Employer. For clarification of what accumulated service means with respect to the words "four (4) months accumulated service" the following applies:

2.311 a probationary employee must work a minimum of eleven (11) shifts in each thirty (30) day period from the date of hire until four (4) calendar months have passed, or

2.312 six (6) months have passed since the first day worked by the probationary employee and a minimum of sixty-six (66) shifts have been worked.

2.313 If the requirements of (2.311) and (2.312) have not been met the probationary period will be extended until sixty-six (66) shifts have been worked.

2.314 Eight (8) months have passed since the first day worked by the probationary employee.

Thereafter, the probationary period may only be extended for a definite period upon the consent of both parties, and in such event the employee and the Union shall be notified in writing of such extension.

During an employee's probationary period, his or her transfer, layoff, or dismissal shall be entirely at the discretion of the Board and shall be subject to appeal through the grievance procedure. Regular employee status will be officially conferred when the employee is notified in writing by the Human Resources Department that his/her probationary period has been successfully completed. Every reasonable effort will be made to forward such notice to the employee within two (2) weeks of their probation completion.

2.32 Trial Period:

A trial period is a three (3) month period served by an employee to determine his/her suitability in a particular classification. Once a trial period has been successfully served by an employee, it need not be repeated at a later date. Such period may be served simultaneously with a probationary period.

2.33 Other Evaluation Periods:

All employees who transfer to a new location by promotion, demotion or transfer shall serve an evaluation period of up to but not to exceed one (1) month except by consent of the Union.

Employees who have been evaluated in accordance with (2.31) and (2.32) and remain in the same location thereafter, will be evaluated on performance every two (2) years from the date of the previous evaluation.

2.34 Evaluation Reports:

Reports on an employee's performance will be discussed with the employee by the evaluator. The employee may respond and the response will be attached to the report. Both the employee and the evaluator are expected to sign the report and the response, if any. This will indicate the report has been discussed, but not to indicate any agreement or disagreement. Refusal by an employee to sign an evaluation form will be noted in the employee's file.

A copy of the report and response will be given to the employee before it is forwarded to the Human Resources Department to be placed in the employee's personnel file. The Human Resources Department will forward a copy to the Union office.

When an employee is on probation or trial period, only the last evaluation report will be retained.

2.35 Staff Change Forms:

Staff change forms shall be issued for all employees within two (2) weeks indicating their employee status as either "probationary" or "regular". In addition, position notations shall be made, namely: relief, day-to-day spare board, temporary, or regular. For purposes of notifying an employee whether he/she has successfully completed the probationary period, the staff change form shall normally be the method used by the Human Resources Department.

2.36 Personnel Files:

Employees have the right to review their personnel file during regular working hours upon adequate notice to Human Resources Department.

Under normal circumstances, evaluation reports will not be removed from a file, but an employee may request, stating reasons in writing, that a specific evaluation report be removed from the file. If the request is denied, the employee's request and the reasons for denial will become part of the file.

The Employer agrees to purge an employee's personnel file of any adverse letter thirty-six (36) months from the date of the letter.

2.40 Positions, Class Specifications and Location

2.41 Position:

A position is any job within a classification. Hence, "painter" is a position within the trades classification.

2.42 Classification:

A classification is a broad description, as set out in a class specification, of the requirements of any position under that specific job title or description. A number of different positions may therefore be encompassed within a classification.

2.43 Class Specifications:

Class specifications are the documents which describe, in general terms:

The nature and scope of work that may be required of an employee holding any position within a classification;

Illustrative examples of the tasks that the employee may be required to carry out; and the training, experience, knowledge, abilities, skills and licenses or certificates required of the classification.

2.44 Regular Positions:

Regular positions are defined as new positions deemed permanent by the Board or as vacancies in existing, permanent positions. Such positions may be either full or part-time. If new, such positions shall be posted. If vacant, such positions shall be posted after being vacant no more than thirty (30) working days.

#### **2.441 Amalgamated Regular Attendant Positions**

**A District Attendant may apply for a posted District Attendant position without giving up her/his original position provided there is no conflict with the posted position. If the District Attendant is successful in obtaining the posted position, then the District Attendant will have a new regular position comprised now of both the original and the posted positions.**

#### 2.45 Temporary Positions:

Temporary positions are defined as:

2.451 Relief positions necessitated by regular position vacancies resulting from employee sickness or approved leave of absence, when such vacancies are expected to exceed thirty (30) working days;

2.452 Day-to-day positions for employees augmenting the regular workforce when the duration of their employment exceeds or is expected to exceed three (3) months;

2.453 New positions designated as temporary by the Board, whose duration exceeds or is expected to exceed three (3) months but will not exceed six (6) months.

All positions defined as temporary shall be posted.

#### 2.46 Most Junior Position:

2.461 A vacancy in a classification will be considered the "most junior position".

2.462 If there is no vacancy available and it is necessary to "bump" an employee, the employee who is "bumped" will be the most junior employee in the classification having less overall seniority and working the same or fewer hours than the employee exercising bumping rights.

#### 2.47 Location:

Location is the normal place of work in which or from which an employee in a particular position normally works. As an example, an employee may be:

Painter (classification)  
Maintenance (location)

2.50 Assignments and Job Movements

**2.51 Assignment:**

An assignment is a position in a specific classification, location(s) and/or program/work area into which an employee posts or is directed to work. Examples:

1. **Special Education Assistant** (classification)  
Queen Elizabeth SS (location)  
Career Education for Learning Disabled (Program)
2. **Caretaker** (classification)  
Queen Elizabeth SS (location)  
Gym Section (work area)

2.52 School Closure Assignments:

Employees in school term positions who wish additional work during periods of school closure (Summer, Spring Break, Christmas) shall indicate their desire for such work by signing up on the availability list posted at the Thomas G. Ellis Facility Center. Such employees must be qualified to perform the available work as per Article 12.

Employees must take vacation days equivalent to any vacation pay earned and outstanding from the previous year in the following manner:

2.521 by arranging to take the vacation days off prior to the beginning of the assignment, or

2.522 by arranging to take the vacation days off at the end of the assignment and prior to the beginning of their regular position.

2.53 Promotion:

Promotion shall be defined as the movement of an employee to a higher rate of pay or position.

2.54 Demotion:

Demotion shall be defined as the movement of an employee to a position involving reduced responsibilities and duties and possibly a reduction in pay.

2.55 Transfer:

Transfer shall be defined as the movement of an employee from one position to another, in the same classification at the same rate of pay. An employee shall not be eligible for more than three (3) transfers in any twelve (12) month period without the mutual agreement of the parties

**ARTICLE 3  
MANAGEMENT RIGHTS**

- 3.10 The management and the operation of and the direction of the working force is vested exclusively in the Board, provided however, that this will not be used for the purpose of discrimination against employees, and provided that it is not against or contrary to the articles of this agreement.
- 3.20 The Board shall have the right to select and promote its employees and to discipline or discharge them for just cause, provided that employees shall retain the right of appeal under the grievance procedure contained in this agreement.
- 3.30 Subject to the provisions of this agreement, the Board shall have the right to determine the size of the work force.

**ARTICLE 4  
RECOGNITION OF THE UNION**

**4.10 Bargaining Agency**

The Board recognizes the Union as the sole and exclusive collective bargaining agency for all of its employees save and except:

**Administrative Assistants  
Administrative Secretaries  
Assistant Director, Physical Plant  
Assistant Manager, Audience Services  
Assistant Manager, Finance  
Assistant Manager, Payroll  
Assistant Manager, Purchasing  
Assistant Manager, Service Operations  
Assistant Manager, Technical Director  
Assistant Secretary Treasurer  
Associate Director, Business Development and Corporate Services  
Associate Director, Human Resources  
Associate Director, Internal Audit  
Associate Superintendent, Human Resources  
Director, Fiscal Management Services  
Director, Information Management Services  
Director, Physical Plant and Transportation Services  
Health and Safety Officer  
Human Resources Coordinator  
Manager, Business Support  
Manager, Communication Services  
Manager, Food Services**

**Manager, Grounds Maintenance**  
**Manager, Health, Safety and Benefits**  
**Manager, Human Resources**  
**Manager, Information Management Services**  
**Manager, International Education**  
**Manager, Mechanical and Electrical Maintenance**  
**Manager, Occupational Health**  
**Manager, Payroll**  
**Manager, Purchasing**  
**Manager, Safe Schools**  
**Manager, Security and Infrastructure**  
**Manager, Service Operations**  
**Manager, Structural Maintenance**  
**Manager, Theatre Operations**  
**Manager, Transportation and Central Stores**  
**Personnel Assistant**  
**Planning Officer (Personnel)**  
**Secretary Treasurer**  
**Senior Manager, Business Management Services**  
**Senior Manager, Finance**  
**Senior Manager, Human Resources**  
**Supervisor, Records, Reprographics and Courier**

Employees of the Board employed in the teaching profession.

Employees who by a ruling of the Labour Relations Board are not employees within the meaning of the Labour Relations Code.

- 4.20 The Union agrees that there shall be no soliciting, by any of its members, of individual members of the Board in respect to rates of pay, working conditions or any other matter covered by this agreement during the term of the said agreement.

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

- 4.30 The Board agrees that the bargaining authority of the Union shall not be impaired during the term of this collective agreement. The Board agrees that the only certification that it will recognize during the term of this agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.

- 4.40 In the event of discussions being considered necessary by either party during the term of this agreement relating to rates of pay, work loads, hours of work or other working conditions, it is agreed that either party shall meet the other party in order to carry out such discussions as soon as possible and, in any event, not later than thirty (30) days from the date of the written request by one party to an officer of the other party.

- 4.41 a) The parties agree that the following number of Union Representatives who are in the employ of the Board shall have the privilege of attending without loss of pay, meetings between the Union and the Board (or its representatives) held during working hours as follows:

<b>Processing Grievances</b>	<b>President and up to two (2) representatives</b>
<b>Arbitrations Hearings</b>	<b>President and up to two (2) representatives plus witnesses while needed</b>
<b>Negotiating Renewal of Collective Agreement: (including mediation)</b>	<b>President and up to seven (7) representatives</b>
<b>Processing Class Specifications</b>	<b>President and up to one (1) representative for each department affected</b>
<b>Attending Labour Relations Board and Arbitration Appeals Hearings</b>	<b>President and up to one (1) representative</b>
<b>Duty to Accommodate and WCB Meetings</b>	<b>President and up to one (1) representative</b>
<b>Negotiating Revision of Collective Agreement</b>	<b>President and up to one (1) representative for each department affected</b>

b) In the case of a grievance meeting, arbitration hearing, WCB and Duty to Accommodate meetings involving the union and the employer, the grievor/employee concerned will also be present without loss of pay if requested by either party.

c) In the case of arbitrations and bargaining sessions held during the day, designated evening shift representatives or employees, consistent with a) above, shall have the privilege of attending, without loss of pay, providing the arbitration or bargaining sessions are full-day sessions.

- 4.42 The Union agrees that none of its members shall transact any of its business or any union business during working hours, except the union president and secretary or their appointed representatives, who may from time to time meet with officials of the Board to transact business relating to personnel and the collective agreement.
- 4.43 Members of the Union who may be required to be in attendance at joint meetings of the parties shall do so without loss of salary, wages or other benefits. Where the Union desires other persons to be in attendance, the cost of the wages and benefits will be paid by the Union.
- 4.44 The Employer agrees that officers and stewards have certain functions to perform on behalf of the Union. With prior notice, where possible, these officers will be allowed to absent themselves from work. Such absences will not be denied without just cause.

**ARTICLE 5  
UNION SECURITY**

- 5.10 Acceptance of employment by an applicant shall constitute acceptance by that applicant of all terms and conditions of this collective agreement.
- 5.11 All present and future employees of the Board, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and/or By-laws of the Union.
- 5.12 All employees, on date of hire, shall be required to sign an Application for Membership and authorization for Dues Deduction, supplies of which will be kept on hand in the Board Office and supplied by the Union.
- 5.13 The Board shall check off all Union dues and assessments levied in accordance with the Constitution and/or By-laws of the Union. The Union shall advise the Board of the amounts of such Union dues and/or assessments as may be determined from time to time by the Union. The Board, upon receipt of such advice from the Union, shall 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 tenth (10th) day of the following month.

The Board shall notify the Union, in writing, when an employee covered by this agreement, is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended, or is terminated.

In the event of the Union intending to suspend a member for non-maintenance of membership, or for any other reason, the Board shall be notified by the Union in writing at least seven (7) days before such suspension.

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

Employees who leave work to attend Union meetings under this provision will indicate the duration of their absence on their time sheets.

- 5.30 Any employee of the Board who is a member of the Union Executive shall be allowed time off without pay to attend Union Executive meetings. Union Executive members who work afternoon shift shall be given leave without pay from their shift to attend the Union Executive meetings when it is held during the day for full-day sessions.**

**ARTICLE 6  
OCCUPATIONAL HEALTH AND SAFETY**

6.10 The Board and the Union will cooperate to ensure that occupational health and safety in the workplace is accomplished. Three (3) members of CUPE will be entitled to sit on a District Health and Safety Committee which will recommend action to the Board to enhance and improve the effectiveness of the health and safety program and to promote compliance with health and safety regulations and standards.

The Health, Safety and Benefits Officer shall act as a resource person on this committee.

6.20 All new employees as a condition of employment shall produce evidence of TB screening within the past twelve (12) months.

6.21 To protect employees against the effects of communicable diseases, in environments where communicable diseases are known or suspected to exist the Board will pay the cost of injections or medication not covered by the Medical Services Plan. Advance notice of the medical condition, of students or other persons the employee may be in contact with, shall be provided wherever possible.

6.22 Any employee who has been absent from work for illness or noncompensable injury for a period in excess of two (2) weeks shall, upon request, provide the Board, at the Board's cost, with a medical certificate stating the employee is fit to return to normal duties. The necessary form will be provided by the Board. (A copy of the form (No. 36.12.4A) is attached to this agreement.) Any queries regarding the doctor's certificate shall be directed to the doctor in question.

6.23 Prior to September 1 each year, all bus drivers shall submit to a physical examination by a licensed medical practitioner designated by the Board and file a copy of the doctor's report with the Health, Safety and Benefits Officer. The doctor's report shall be entered on the form "Verification of Medical Status" (No. 36.12.4A), a copy of which is attached to this agreement. Any charges for such physical examination shall be paid by the Board.

6.30 Where an employee is required to operate a video display terminal:

6.301 The employee will not monitor a screen continuously for longer than two hours without either a fifteen minute rest period, or a reassignment to other work, for a period of fifteen minutes or more.

6.302 A pregnant woman shall have the right to refuse to operate a V.D.T., with no loss of seniority notwithstanding other provisions in the collective agreement with respect to seniority.

If there is not sufficient work available to permit a reassignment, 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 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.

6.303 When a pregnant employee refuses to operate a VDT:

6.3031 The employee may accept assignment to another available position, for which the employee is qualified, in the same classification, or to an available position in a classification in which the employee had previously completed a probationary or trial period. The Board shall not be required to create vacancies or change systems or methods of operation to accommodate employees who refuse to operate VDT's. Employees who accept reassignment shall be paid at the rate of pay for the position to which they are reassigned.

6.3032 If there are no alternate available positions to which the employee may be reassigned, or if the employee elects not to accept reassignment, the employee will be placed on leave of absence without pay until the employee qualifies for maternity leave. The employee will file application for maternity leave on commencement of leave without pay.

The Board will ensure that all video display terminals are serviced on a regular basis and that employee reports of potential hazards with respect to VDT's are reported to the District Health and Safety Committee for investigation.

The Board and Union will cooperate in investigating and endeavoring to resolve questions with respect to employee discomfort arising from working with VDT's.

6.40 Employees who are designated as First Aid Attendants shall be entitled to the following monthly allowance for the certificate or level held by the employee:

Level 1	\$25.00
Level 2	\$120.00

6.41 Employees shall be reimbursed the cost of attaining and maintaining their certificates. Employees who are designated as First Aid Attendants shall be entitled to certification and recertification during regular hours of work at no cost to the employee.

6.42 Employees who hold a valid Level 1 Certificate, are not designated but are willing to act as a First Aid Attendant in emergencies, shall be paid \$15.00 per working month.

6.421 Employees in (6.42) shall provide the Health, Safety and Benefits Officer with copies of the certificate(s) along with signed statement that they agree to act, as required, as first aid attendants.

**6.50** An allowance of \$80.00 (eighty dollars) shall be made annually to maintenance employees whose regular work, under WCB regulations, requires them to wear safety

footwear. **Eligible employees shall be those who have actively worked in such capacity for a minimum of three (3) months in the calendar year and have worn the required safety footwear. Eligible employees who complete the safety footwear request form shall be paid the allowance at the end of December of each year.**

**6.501 The first year a spare board or ten month school employee accepts a temporary summer job which requires safety footwear and obtains such footwear (confirmed by receipt) they shall be entitled to the safety footwear allowance. They will not receive the safety footwear allowance again until they post into a job requiring safety footwear, when the provisions governing the situation for regular employees will apply.**

6.60 Violence in the Workplace

The Board and the Union recognize the right of employees to work in an environment free of violence.

An employee who encounters or is involved in an act of violence or a threat of violence must promptly file a complaint of the incident to his/her administrative officer or excluded supervisor. The report shall be forwarded immediately to the Workers' Compensation Board. A copy of the report shall be sent to the Health, Safety and Benefits Officer to be put before the District Health and Safety Committee.

It is understood that the failure to follow up such a complaint or to initiate corrective action by the supervisor may result in a grievance being filed.

**ARTICLE 7  
DISCIPLINE AND GRIEVANCE PROCEDURES**

7.10 Discipline

7.11 Subject to the grievance procedure, an employee may be disciplined for just cause.

7.12 Bargaining unit supervisors may relieve an employee of his/her duties for up to a full shift, but the authority to apply further and other disciplinary measures will be restricted to Administrative Officers and excluded supervisory personnel.

7.13 When a supervisor schedules an interview with an employee for disciplinary purposes, the employee at his/her option, shall have the right to have his/her shop steward present at the interview.

7.14 When an employee is disciplined the employee and the Union will receive written notification, which notification will include reasons for the discipline.

7. 20 Grievance Procedure

7.21 Any difference concerning the dismissal, discipline, or suspension of an employee or the interpretation, application, operation or any alleged violation of this agreement, including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

Step 1. The question or difference shall first be taken up verbally by the employee and the employee's immediate excluded supervisor. Whenever possible this shall be done within five (5) working days of the alleged violation occurring or the difference arising. The supervisor shall have five (5) working days to effect a settlement.

Step 2. In the event that the alleged difference or violation is not resolved or if the Union becomes aware of an alleged difference or violation the matter shall then be reduced to writing and shall be filed as a grievance which shall include full particulars and the remedy sought. The grievance shall be sent to the excluded supervisor/department head with a copy sent to the Human Resources Department within five (5) working days of the response of the supervisor in Step 1. The supervisor/department head shall have five (5) working days to effect a settlement and shall reply to the Union giving reasons in writing.

Step 3. Should the supervisor/department head not resolve the matter the grievance may then be referred to Human Resources within a further five (5) working days. Human Resources shall have ten (10) working days to effect a settlement and shall send its response to the Union giving reasons in writing.

Step 4. If a settlement is not reached at Step 3 then either party may refer the matter to arbitration under Section 3 (Expedited Arbitration) or Section 4 (Arbitration Board), within ten (10) working days of the response of the Human Resources Department.

### 7.30 Expedited Arbitration

7.301 Either party may refer an outstanding grievance to an expedited arbitrator as named herein.

Vince Ready  
Bob Diebolt  
Heather J. Laing  
Don Munroe  
Judi Korbin  
Dave McPhillips

7.302 The arbitrator shall schedule a hearing within one (1) month of being appointed.

- 7.303 The location of the hearing shall be agreed to between the parties.
- 7.304 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.
- 7.305 Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance or make written recommendations to resolve the grievance.
- 7.306 Where mediation fails or is not appropriate, a decision will be rendered as contemplated herein and shall be binding on the parties.
- 7.307 The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
- 7.308 The parties shall share equally the cost of the fees and expenses of the arbitrator.
- 7.309 The expedited arbitrator shall have the same powers and authority as an arbitrator established pursuant to the Labour Relations Code of B.C.
- 7.310 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.
- 7.311 The parties shall rotate through the list as the arbitrators are available. Either party may reject the first person next on the list. If an arbitrator is rejected the next person on the list must be engaged. Should this process fail to provide an arbitrator on a timely basis, the parties may agree to another arbitrator by mutual agreement.
- 7.312 It shall be completely within the power of the arbitrator to determine if a full hearing is appropriate.
- 7.40 Arbitration Board
- 7.41 An arbitration board shall be formed to hear the grievance. Either party shall notify the other in writing of the grievance to be arbitrated and the name and address of its chosen nominee on the arbitration board. After receiving such notification, the other party shall within five (5) days appoint its nominee on the arbitration board and give notice in writing of such appointment to the other party. Such nominees shall try to select a third member who shall be chairperson.
- 7.42 Should the representatives fail to select such a third member within five (5) days from the appointment of the last nominee, either party may request the Minister of Labour to appoint a chairperson.

- 7.43 The expenses and compensation of the nominees shall be borne by the respective parties. The expenses and compensation of the chairperson shall be shared equally between the Parties.
- 7.44 The arbitration board shall hear the matter and report its decision on the grievance within ninety (90) days of the appointment of the chairperson. The majority decision of the arbitration board shall be final and binding on all persons bound by this agreement. In the event that there is no majority decision, the decision of the chairperson shall govern.
- 7.50 Wherever a stipulated time is mentioned herein the said time may be extended by mutual consent of the parties. Such consent shall not be unreasonably denied.
- 7.60 A grievance shall not be denied because of technicalities.
- 7.70 Surveillance
- 7.71 The Employer agrees that it will not use video surveillance equipment to conduct general, on-going supervision of employees. When alleged incidences occur which are not part of an employee's regular work, but involve either students or staff, the Parties agree that the video recording can be used by the Employer for purposes of clarification of potential disciplinary cases.
- 7.72 Employees on the staff of schools or working in school Board facilities where video surveillance equipment has been installed to assist with student safety and misconduct will be advised by a posting in the staff room of the location of such equipment. Employees working temporarily at a school or district site will also be advised of the location of such equipment upon request of the principal or presiding supervisor.
- 7.73 This clause does not restrict the Employer from installing and using video surveillance equipment where there is probable cause to suspect an employee of criminal activity provided that the surveillance is relevant and appropriate to the suspicion and is not excessive or unduly intrusive.

## **ARTICLE 8 CONDITIONS OF EMPLOYMENT**

- 8.10 All newly hired tradespersons must have a copy of their trades certificate or other acceptable proof of competency filed with the employer at the time of hire.
- A tradesperson in a posted position shall exercise any or all duties required under valid tickets or certificates in his/her possession and relevant to the posted position.
- 8.20 It shall be the duty of all employees to report for work on each and every working day at the prescribed hours of work.
- 8.21 Where employees will not be reporting for work as scheduled they will notify the dispatcher or other designated representative of the Board prior to commencement of the

employee's shift, as hereinafter provided. Should there be a change in the period of absence originally indicated by the employee, the employee must notify the dispatcher or other designated representative of the Board and advise of any such changes.

Employees who have indicated they will be off work for more than one shift must notify the dispatcher or other designated representative of the Board previous to their return to work, by the times hereinafter provided, of their return to work.

8.22 Employees on day shift must advise the dispatcher or other designated representative of the Board:

8.221 No later than the start of their scheduled shift if they are going to be absent from work.

8.222 No later than 13:00h of the working day prior to their return to work, if they have been off work for more than one (1) shift.

8.23 Employees on afternoon shift must advise the dispatcher or other designated representative of the Board:

8.231 No later than 11:00h if they are going to be absent from work that day.

8.232 No later than 11:00h on the working day they plan to return to work, if they have been absent for more than one (1) shift.

8.24 Employees on night shift must advise the dispatcher or other designated representative of the Board:

8.241 No later than 20:00h if they are going to be absent from their next regularly scheduled shift.

8.242 No later than 16:00h if they plan to return to work on their next regularly scheduled shift, if they have been absent for more than one (1) shift.

8.25 Where circumstances render it impossible for employees to notify the dispatcher of their absence as prescribed above, it shall be their responsibility to report as soon as practicable thereafter.

8.26 Transportation Failure

It is the responsibility of all employees to make every effort to report for work. Where an employee is unable to report to work due to the failure of public transportation systems or general road closures, a leave without loss of pay will be provided for up to one (1) day of regularly scheduled hours. In order to qualify for such leave an employee must report for work as soon as circumstances permit and the employee will provide a written explanation detailing the cause of the absence.

### 8.30 Conference/Professional Days

Bus drivers, **student support** and school clerical staff may, at the employee's option, work on teachers' conference and professional days. **Bus drivers and school based employees may be required to work on teachers' conference and professional days provided they are given written notice at least ten (10) working days in advance.** It is understood that employees may be required to work at other than their own position or location.

8.40 The Union has the right to refuse to cross picket lines.

8.50 Retirement

Employees shall have the option of retiring the last working day of the month in which they reach age sixty-five (65) or at the end of any subsequent month up to the end of the current school year. Notice of retirement must be provided to the Human Resources Department at least two (2) months prior to the intended retirement date.

8.60 Notice of Resignation

When an employee resigns, the employee is expected to provide the Board with written notice, stating the date on which the employee will work his/her last shift.

8.70 The Board will not require an employee to own an automobile as a condition of employment.

8.71 Kilometerage

When employees are directed to use their own vehicle for school district business (except for those employees covered by Article 11.40 who are required to travel between work locations) they shall receive a kilometerage payment in accordance with Board Policy 4415 Section 5.6. Claim for authorized travel must be submitted on the prescribed Board form.

8.72 Business Insurance

Where "business use" rated insurance is required but not provided directly by the School District, employees shall be reimbursed if travel in the employee's position reasonably demonstrates the need for "business use" rated insurance (currently travel in excess of 1600 km), as follows:

8.721 Up to a maximum of \$150.00 per year for the difference between the cost of an employee's "to and from work" rated insurance premium and "business use" rated insurance premium; and

8.722 By presenting to the Finance Department documentation that "business use" rated insurance was purchased and a declaration by the ICBC insurance agent of the difference

in insurance premiums between the two rating categories (a declaration form will be made available by the Finance Department).

8.723 Reimbursement will be made within thirty (30) days of the claim reasonably demonstrating the need for “business use” insurance.

#### 8.80 Vehicle Vandalism

The Board will pay 100% of the deductible portion of an employee's comprehensive motor vehicle insurance coverage (or the cost of repairs) - to a maximum of \$200.00 - for a damage claim on an employee's motor vehicle which has been vandalized at the employee's workplace during his/her regular shift.

Before payment is made, the employee must provide the Board with the police case number for the incident.

#### 8.90 Sexual and Personal Harassment

8.91 The Board and Union recognize the right of all persons associated with the school district to work, learn, conduct business and otherwise associate in an environment that is free from sexual or personal harassment.

8.92 Personal harassment is defined as repeated and inappropriate behaviour which could reasonably be interpreted as intimidating or threatening.

#### 8.100 No Discrimination

The Board and the Union agree that there shall be no discrimination, interference, restriction, coercion, harassment, or intimidation exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, membership or activity in the Union. No employee shall be disciplined for bringing to light any activity, practice or hazard that may be detrimental to any employee, student or the public in general.

#### 8.110 Indemnification

The Employer will defend, save harmless and indemnify all employees from any demands, claims, writs, actions or other proceedings which may be brought against them and which arise from the performance of their duties and responsibilities as an employee and for any cost, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith.

## **ARTICLE 9 HOURS OF WORK**

#### 9.10 Work Week

- 9.101 The work week will be Monday to Friday inclusive.
- 9.102 Notwithstanding 9.101 above, attendants and up to four (4) employees engaged in calling out substitutes to replace absent employees, may be required to work a week other than Monday to Friday, but shall have two (2) consecutive days off. (Note: It is understood this provision does not apply to clerical employees in the Maintenance or Janitorial departments.)
- 9.103 Part-time attendants may be assigned two (2) days off per week which are not consecutive.**
- 9.11 Flexible Clerical Work Week
- The flexible work week provided clerical employees under this section is intended to allow the work week of such employees to be scheduled as any combination of hours in a four (4) or five (5) day period, Monday to Friday inclusive to a maximum thirty-seven and one-half (37-1/2) hour workweek. Work schedules will be determined by the department head; but, wherever possible, consideration will be given to employee preferences. Work schedules must be submitted by the department head to the Human Resources Department for approval, and will not be changed subsequently without prior approval of the Human Resources Department.
- 9.20 Work Day**
- 9.21 Full time maintenance, janitorial, and information technology employees will work seven and one half (7 1/2) hours per day, thirty seven and one half (37 1/2) hours per week.
- 9.211 The weekly regular hours of work for the District Attendant may be up to and including 37.5 hours per week and/or up to and including 8 hours per day.**
- 9.22 Bus drivers will work six (6) hours per day, thirty (30) hours per week.
- 9.23 Full time clerical employees will work seven and one half (7 1/2) hours per day, thirty-seven and one-half (37 1/2) hours per week except employees scheduled on the flexible clerical work week.
- 9.24 Full time student support employees will work six (6) hours and twenty-four (24) minutes per day, thirty-two (32) hours per week.
- 9.25 The daily minimum hours of work shall be four (4) hours. This provision does not apply to call-outs or to Supervisory Aides.
- 9.30 For the purpose of establishing shifts for all but bus drivers:
- 9.31** A shift in which the majority of the hours worked fall between 07:00h and 16:00h shall be designated day shift. Employees working day shift shall have their work scheduled

over a period of up to eight (8) hours, up to eight and one half (8 1/2) hours in the case of clerical **and Attendant** employees, including rest breaks with pay, as per 9.50 following, and one half (1/2) hour for lunch break, without pay.

- 9.32** A shift in which the majority of the hours worked fall between 16:00h and midnight shall be designated as afternoon shift. Where practical, and where the security of facilities can be assured, the Board will endeavour to have afternoon shift conclude by 23:00 h. Employees working afternoon shift shall have their hours scheduled over a period of up to seven and one-half (7 1/2) hours, up to eight (8) hours in the case of clerical **and Attendant** employees, to include rest breaks with pay as per 9.50 following, and one-half (1/2) hour for lunch break, with pay.
- 9.33** A shift in which the majority of the hours worked fall between midnight and 07:00h shall be designated as night shift. Employees working night shift shall have their hours scheduled over a period of up to seven (7) hours, up to seven and one-half (7 1/2) hours in the case of clerical employees, to include rest breaks with pay, as per 9.50 following, and one-half (1/2) hour lunch break, with pay, for which they will receive up to seven and one-half (7 1/2) hours wages, up to eight (8) hours in the case of clerical **and Attendant** employees.
- 9.34** A split shift shall be up to seven and one-half (7 1/2) hours of work, up to eight (8) hours for clerical **and Attendant** staff scheduled within a twelve (12) hour period between the hours of 06:00h and 24:00h. If the shift is spread beyond the twelve-hour period, overtime for hours over twelve (12) will apply. Employees working a split shift shall have two 15-minute rest breaks with pay, as per 9.50 following and a lunch break without pay to be taken between each half of the split shift.
- 9.35 Should a shift other than day shift be implemented for clerical personnel, then:
- 9.351 No clerical employee on staff as of January 1, 1983 will be arbitrarily assigned to any such shift, but such employees may accept or post into such assignments if they wish.
- 9.352 As a result of the implementation of a clerical shift other than day shift no clerical employees on staff as of January 1, 1983 will be laid off.
- 9.36 Janitors and bus drivers may be scheduled to work split shifts. The Parties may mutually agree upon jobs or other classifications where operational requirements would be best served by a split shift. In such cases the union will not be unreasonable in agreeing with split shifts.
- 9.37 Temporary shift changes (less than 30 days) shall be offered to the senior qualified employee unless an employee has been closely associated with the particular work and there would be a demonstrable difference in the work performed.**

- 9.40 Rest periods of not longer than fifteen (15) minutes duration shall be allowed both in the first and second half of each shift. For the purposes of this article, three (3) hours or more shall constitute one-half (1/2) of a shift. The Board and the Union will cooperate in the operation of this provision.

Approximate rest break times for employees are expected to be posted with the hours of work schedule in each work location, or posted at the maintenance shop for the information of itinerant maintenance employees. All employees are expected to have their rest breaks on school district property, unless impractical. Changes in scheduled rest breaks should be previously authorized by the employee's immediate supervisor.

An employee must work a minimum four and one-half (4 1/2) hour shift to qualify for a paid lunch break as provided in the afternoon and four (4) hours to qualify in the night shift definition.

- 9.50 Whenever it becomes necessary to assign students enrolled in Kindergarten to Grade 12 to other than regularly scheduled school hours (shift classes) the Board and the Union will finalize by mutual agreement any changes to hours of work provisions as set out above prior to its implementation.
- 9.60 Janitors on part-time may apply to the Manager, Service Operations to combine their hours of work into a lesser number of full-time days during the summer when their school is closed. For approval to be granted, the Manager of Service Operations must have the employee's written request no later than May 30th. Permission will be granted presuming all clean-up and security requirements at the facility in question can be met.

- 9.70 Call Out:

Subject to 9.71 immediately following, an employee called, without prior notice, and required to leave from and to return to his/her residence, to work outside the employee's normal working hours, shall be paid a minimum of two (2) hours pay at the applicable rate, as provided in Article 10.

- 9.71 Call Out Extending Into Shift:

Where an employee is called, without prior notice, to commence work within two (2) hours of the employee's regular starting time, the employee will be paid overtime for the first two (2) hours worked and straight time for the remainder of the full shift.

- 9.72 Shift Extension:

Where an employee receives prior notice to report to work early or is required to work beyond or to remain after the regular scheduled shift, the employee shall be paid at the applicable rate for the actual hours worked in accordance with the provisions of Article 10.

When an employee's shift is extended the employee will not be required to work a shorter regular shift in lieu of overtime.

9.73 Overtime When School Used for Polling Purposes:

Notwithstanding 9.70 to 9.72 preceding, or Article 10 following, employees who agree to attend polling stations on days they are not normally scheduled to work shall work and be paid as follows:

9.731 The shift shall be considered a special split shift, not subject to the 12-hour maximum limit per 9.34;

9.732 All time worked, up to four (4) hours, will be at time-and-one-half rates; after four (4) hours, pay will be at double-time rates;

9.733 Employees will be required to attend polling stations twice on the special split shift, once to open the school (normal a half-an-hour), a second time to clean and close the polling facility at the end of the polling day;

9.734 Any call-outs required of the employee by the polling station Deputy Returning Officer between the first part and the second part of the special split shift shall be paid, for actual time worked, pursuant to 9.732 above. Such time worked must be endorsed on the employee's time sheet by the Deputy Returning Officer before pay will be authorized.

9.80 Bus drivers shall be paid at the prevailing rates as per Article 18 and overtime shall be paid in accordance with Article 10.12.

9.81 Bus drivers shall be paid for six (6) hours per day based on a two and one half (2 1/2) hour call out in the morning and a two and one half (2 1/2) hour call out returning pupils in the afternoon, and one (1) hour for cleaning and servicing the vehicle.

9.82 Bus drivers will not be paid for more than twelve (12) hours worked (driving plus waiting time) in any one day without the approval of the Manager, Transportation.

9.83 Rooms and meals required by a bus driver taking an overnight extra trip are to be provided by the party using the bus.

9.84 Layover days shall be paid at straight time rates to a maximum of seven and one-half (7 1/2) hours per day.

## **ARTICLE 10 - OVERTIME**

10.10 For all employees except bus drivers all time worked during an employee's regular work week in excess of scheduled full-time, in accordance with Article 9, shall be paid at time and one-half (1 1/2) the regular hourly rate for the first four (4) hours of overtime in a week and double (2) the regular hourly rate thereafter.

- 10.11 For all employees except bus drivers all work performed on Saturday (or first day of rest for the exception as provided for in Article 9.102) commencing before noon, will be paid at time and one-half (1 ½) the regular hourly rate of pay for the first four (4) hours and double time thereafter. Employees commencing work after 12:00 noon will be paid double the regular hourly rate of pay.
- 10.12 Bus drivers shall be paid overtime at the rate of time and one-half (1 1/2) for the first four (4) hours worked in excess of seven and one-half (7 1/2) hours worked on a regular work day and double time (2) thereafter. Bus drivers required to work on Saturday (first day of rest) shall be paid at the rate of time and one-half (1 1/2) for the first four (4) hours worked, and double time (2) thereafter.
- 10.13 For all employees, all work performed on Sunday (or second day of rest for the exception as provided for in Article 9.102) and on statutory holidays will be paid double the regular hourly rate of pay, in addition to any statutory holiday pay to which the employee may be entitled.
- 10.14 Authorized overtime will be paid at the appropriate rate; however, where an employee and the supervisor concerned, agree prior to overtime being worked, the overtime may be "banked" and taken as time off at the rate earned. Periods of less than one-half (1/2) hour overtime may not be banked or carried forward, and an employee will be limited to a maximum banked amount of time off equal to eight (8) days pay.

Where both employee and supervisor agree in advance to time off in lieu of overtime, the employee will mark his/her time sheet "bank overtime" in the remarks column opposite the day(s) on which the overtime is worked; and such banked overtime must then be taken as time off and may not later be drawn as a wage premium.

Where time off is taken in lieu of overtime, such time off will be taken at the equivalent straight time of the rate earned when the overtime was worked. The time off will be taken at a mutually acceptable time which is convenient to the needs of the department; and the employees will file a request with their supervisor to take such time off at least two (2) weeks before the time off is desired. Under normal circumstances, all banked overtime shall be cleared off by June 30th, and any banked overtime to an employee's credit before the employee returns to work from vacation. However, should it not be possible to schedule the time off by June 30th, the employee will receive the equivalent wage premium in lieu.

- 10.15 During the course of any year ending June 30, overtime work shall be divided equally, within departments or schools, among employees who are available, willing and capable to do the work. This provision will also apply, insofar as is practicable, to the distribution of extra hours among bus drivers, i.e., extra hours will be those hours in excess of six (6) hours per day.

## **ARTICLE 11 WAGES AND ALLOWANCES**

11.10 Wages for all classifications of employees covered by this agreement shall be in accordance with the wage schedules set out in Article 18.

11.20 When an employee is appointed or requested by a department head to perform the duties of a position in a higher classification, the employee shall receive the rate of pay for all hours worked at the higher classification. For the purpose of this section, where practical, the senior employee in the next lower classification in the department or school shall fill the position. Any work performed in excess of forty five (45) minutes shall be paid for at the higher rate and under forty five (45) minutes at the lower rate.

11.21 Employees engaged in "dirty" work shall receive a premium of fifty (50) cents per hour in addition to regular wages for a minimum of three (3) hours per shift while engaged in such dirty work providing the employee works at least one (1) hour in such dirty conditions.

The parties agree that the issue of what constitutes dirty pay shall be subject to the development of a policy by a committee comprised of two members from the Union and two from management. Until the policy has been completed the employer will continue to pay dirty pay on the basis of past practice.

Painters working in spray booths shall be eligible for this premium.

**11.22** A premium of one dollar (\$1.00) per hour shall be paid to maintenance employees named as charge-hands. **A person named as a charge-hand will be the senior qualified member of the applicable work unit or crew.**

11.23 When an employee is directed by the Employer to relieve in a higher-rated excluded position for two (2) or more workdays the employee shall be paid a premium of 10% of his/her regular rate of pay for all days worked in the higher rated excluded position. Upon completion of the assignment, the employee shall return to his/her regular position. An employee may relieve in a higher rated excluded position for a continuous period of up to six (6) months. By mutual agreement between the Employer and the Union, the period of time may be extended beyond six (6) months. While relieving in an excluded position, the employee will continue to be subject to the terms and conditions of this collective agreement.

11.24 Statutory holidays falling within a relief period of employment shall be paid for at the rate for the position relieved. Sick leave, vacation pay and paid leave of absence shall be at the relief employee's regular rate of pay.

11.30 Janitors and clerical staff who work on split shift, shall be paid, in addition to their regular rate of pay, fifty cents (\$.50) per hour for all hours worked on those days when working a split shift, in lieu of travelling time and mileage allowance.

- 11.40 Janitors, teacher assistants, and clerical staff employed at more than one (1) school shall be paid, in addition to their regular rate of pay, fifty cents (\$.50) per hour for all hours worked on those days when working at more than one (1) location in lieu of travelling time and mileage allowance.
- 11.50 Employees in positions with less than sixteen (16) hours per week shall receive, each pay period, an additional payment of four percent (4%) of gross regular earnings in lieu of statutory holidays. Upon completion of thirty (30) working days the foregoing employees shall receive, each pay period, an additional payment of ten percent (10%) of gross regular earnings (comprising of six percent (6%) in lieu of sick leave and four percent (4%) in lieu of statutory holidays), in addition to any annual vacation pay to which the employee may be entitled to under Article 14.202.
- 11.60 All employees shall be paid biweekly (every second week) with pay day being every second Friday for the previous two (2) calendar weeks. Payments shall be by electronic transfer funds to direct deposit in the employee's bank account. When pay day is a banking holiday, the deposit shall be made the preceding Thursday. There will be a five (5) day hold back for each employee.
- 11.70 The Board shall pay an average annual rate to cover tool insurance of maintenance personnel as indicated under Tool Insurance.
- 11.71 This rate shall be paid to employees at the end of December each year.
- 11.72 Employees covered under this agreement for tool insurance, shall be those who have been employed in such capacity for a minimum of three (3) months in a one (1) year period from January to December. This minimum period shall not be accumulated from one year to the next.
- 11.73 This section does not cover new construction employees, except members of the Canadian Union of Public Employees, Local 728, working on new construction.

Tool Insurance:

Department	Average Value	Insurance Rate at \$3.00 per \$100.00
Heating	\$577	\$17.25
Heating Trades Helper II	255	7.50
Utility II	322	9.75
Plumbing	255	7.50
Plumbing Trades Helper II	255	7.50
Electrical	330	9.75
Electrical Trades Helper II	255	7.50
Carpenters	412	12.75
Machinist (2)	338	10.50

Machinist Trades Helper II		255
7.50		
Roofer	375	12.75
Roofer Trades Helper	322	9.75

11.74 The Employer will provide to Repair Technicians in Information Services the tools required to perform their duties.

11.75 The Employer will be responsible for providing tool insurance protection for Mechanics.

11.80 Clothing

Because of special clothing problems associated with certain work, the Board will provide, on request, the following protective clothing:

11.81 used coveralls, on a quarterly basis, for roofers and roofers' trades helpers;

11.82 smocks for teacher assistants;

11.83 lab coats for cafeteria assistants;

11.84 one smock per office photocopying/duplicating room;

11.85 smocks for storekeepers, media technicians and carpentry shop;

11.86 coveralls for maintenance workers in special circumstances (e.g., fire cleanup);

11.87 white pants and/or coveralls for painters;

11.88 appropriate gloves as needed.

**11.90 Bathing Suit Allowance**

**SEAs who are required to participate in a swimming program on a weekly or more frequent basis, for substantially all of the school year, will receive, at school year end, an allowance of up to \$40.00 per year upon application and the submission of the receipt indicating the purchase of a bathing suit.**

**ARTICLE 12**

**SENIORITY, TRANSFERS, DEMOTIONS, PROMOTIONS AND LAY-OFFS**

12.10 Seniority

12.11 Employees shall upon completion of the probationary period be credited with seniority dating from the first day of work for the Board.

- 12.12 Probationary employees applying for posted positions shall be entitled to have their days of actual work for the Board considered when evaluating their suitability for the position, although they have no seniority under this Article.
- 12.13 Seniority shall be accumulated for every day a regular employee is in the service of the Board including:
- 12.131 Days for which the employee is in receipt of Workers' Compensation benefits or sick leave paid by the Board, or in receipt of payments from the sick leave bank.
- 12.132 While on maternity/parental leave.
- 12.133 For other approved leaves of absence without pay for a period not exceeding sixty (60) working days.
- 12.134 Absence while serving in the Canadian Armed Forces during a declared National emergency, providing the employee receives an honourable discharge and returns to the service of the Board within ninety (90) days of such discharge.
- 12.135 Approved leave of absence for up to two years for study or training related to present or future employment with the Employer, or for family emergency leave.
- 12.14 Seniority will be frozen to an employee's credit, but will not further accumulate:
- 12.141 For a period of six (6) months where an employee with less than one (1) year's service is laid off.
- 12.142 Effective May 1, 1996, for a period of eighteen (18) months where an employee with more than one (1) year's service is laid off.
- 12.143 For any period of approved leave of absence without pay in excess of Article 12.133 and 12.135.
- 12.15 An employee shall lose seniority:
- 12.151 On voluntarily leaving the service of the Board.
- 12.152 If discharged for proper cause and not reinstated.
- 12.153 If continuously laid off for a period exceeding 12.141 or 12.142 whichever is applicable.
- 12.16 Permanent reassignment of excluded staff:
- 12.161 Excluded staff leaving their excluded position may be assigned to the appropriate spare board, or to vacant positions for which they qualify and for which no member of the Union has applied or is qualified. Upon permanent reassignment to a position within the Union's jurisdiction the conditions of Union membership will apply.

12.162 In such instances the employee's total service with the Board will be recognized for all benefit provisions of this agreement, with the exception of seniority rights. Only the employee's service within the bargaining unit (subsequent to excluded staff service) will be considered as seniority except those employees who leave the bargaining unit and return to the bargaining unit before completion of the excluded probation period or six (6) months, whichever is less. It is understood that the excluded employee returning under this clause shall return to the appropriate spare board.

#### 12.17 Attendants' Seniority Rights

12.171 Upon completion of one hundred and eighty (180) shifts, attendants shall be deemed to have seniority for the purpose of applying for posted positions with the Board.

12.172 If an attendant is awarded a posted position, the probationary period starts on the first day of work in that position and probation will be served as per Article 2.

12.173 In the event of a layoff at his/her work location, an attendant who has seniority under this Section shall be entitled to replace another attendant in the same classification. Replacement will be effected through the Human Resources Department.

12.174 If a Supervision Aide in a school has a reduction in the number of regular hours of work, the Supervision Aide may bump another Supervision Aide (non-combined position) in the school who has worked less shifts in the district as a Supervision Aide.

12.175 Attendants who attain a regular position shall not be entitled to vacation entitlement, retirement bonus, or sick leave payout from their date of seniority but from the date they started their probation.

12.176 Shifts worked by Attendants since September 1, 1993 shall be used in the calculation of attendant seniority.

**12.177 When additional supervision hours are available at a site, they shall be offered to the senior Supervision Aide on site subject to operational requirements.**

#### 12.20 Criteria for Making Promotions, Transfers, Demotions and Layoffs

12.21 In making promotions, demotions, and transfers as well as layoffs, the required knowledge, ability and skills for the position as outlined within the appropriate class specification shall be the primary consideration and where two or more applicants are qualified to fill the position applied for, seniority shall be the determining factor.

12.22 An employee who moves to a position in which he/she has not satisfactorily completed a probationary or trial period must serve a trial period of up to three (3) months to determine suitability in the new position, without loss of seniority or without loss of

scheduled rate of pay should the employee return to his/her former position or classification in accordance with 12.24.

12.23 An employee who moves to a position in which he/she has previously successfully completed a probationary or trial period will be required to serve an evaluation period of up to but not exceeding one (1) month.

12.24 An employee, having requested and been awarded a promotion or transfer, must remain in the new position for thirty (30) working days. If an employee, prior to or inclusive of the thirtieth (30th) working day in the new position, advises the Board in writing that the new position is unsatisfactory, the employee shall be returned to his or her former position without loss of seniority or scheduled rate of pay. If an employee notifies the Board in writing, after thirty (30) working days but prior to completion of the three (3) month trial period, that the position is unsatisfactory, the employee shall be returned to the junior position in his or her former classification, without loss of seniority or scheduled rate of pay.

In the event an employee proves unsatisfactory in the new position during the aforementioned trial period the employee shall be returned to his or her former position without loss of seniority or scheduled rate of pay.

#### 12.25 Student Support Transfers

12.251 A Student Support employee in a posted position who requests, in writing, a transfer from their current assignment to a different assignment, may do so once in each period (September - December or January - June).

12.252 Upon receipt of such written request the District will place the Student Support employee into an existing unfilled vacancy or into the first available vacancy (in the Student Support employee's classification), for which the Student Support employee is qualified, with the same number of hours.

12.253 In the event that the number of Student Support employees requesting transfers exceeds the available vacant positions, then seniority will be the determining factor.

12.254 A vacant position filled by way of the above transfers shall then be posted at the first applicable posting for Student Support employees.

#### 12.30 Vacant and/or New Positions

##### 12.310 Vacancies

12.3101 When a vacancy occurs or is expected to occur or a new position is created, the Board shall notify the Union and post for the information of all employees the vacancy to be filled at least six (6) working days prior to the closing date for applications. Employees on the spareboard, or long term illness, maternity or WCB leave will have notices

mailed to them or the Board will make available and known a telephone posting system where employees may phone to learn of available posted vacancies.

12.3102 Regular employees shall be given first opportunity to bid for posted vacancies which come within the scope of the Union's bargaining authority. Probationary employees will be given the opportunity to bid for posted positions where no qualified regular employee applies. It is understood that preference will be given to current employees.

12.3103 Although exceptions may be made in extenuating circumstances, employees will not normally be awarded posted vacant positions unless there is a reasonable expectation that they will be able to report for work as required of the vacancy. This provision will not preclude employees who are absent but who will be able to report for work within forty-five (45) calendar days of the posting close, from qualifying for a posted vacancy.

12.3104 Assignment of an employee to a specific job posting shall not preclude the Board from temporarily reassigning the employee to other work locations as may occasionally be required to meet the needs of the school district's operation. Such reassignments will not be made for punitive reasons.

12.3105 Posted positions shall be assigned not later than ten (10) working days after the closing date for applications.

12.3106 Vacant positions may be filled on a temporary basis for a period not exceeding thirty (30) working days prior to a permanent appointment being made.

12.3110 Increased Hours

12.3111 When the hours of a part-time position are increased the incumbent shall accept the additional hours. Should the incumbent choose, however, he/she may accept reassignment to the spareboard, in which case the position will be posted at the increased hours.

12.3112 In the case of Special Education Assistants, the 'incumbent' will be the Special Education Assistant who clearly is the primary service provider for a specific student or group of students.

12.3113 Where regular Special Education Assistant hours are added to a school such that these hours do not increase the hours of a part time position of an incumbent as per (12.3111) above, then the additional Special Education Assistant hours will be offered to the most senior qualified Special Education Assistant in the program in the school. The most senior qualified Special Education Assistant must presently have a schedule that will not be in conflict with the required scheduling of the additional hours so that the additional hours best meet the needs of the applicable student or program. The senior employee's hours of work will be consecutive.

### 12.312 Decreased Hours

12.3121 When the total clerical or janitorial hours in the work location are decreased the hours of the most junior employee in the lowest-rated position in the work location will be reduced.

12.3122 Employees thus affected may, if they choose, then exercise their rights under the layoff provisions of Article 12.5.

### 12.313 Upgrading of Positions

In the absence of any specific agreement to the contrary between the Board and the Union, when a position is upgraded to a higher classification it will be posted.

### 12.314 Postings

Postings shall contain the following information:

Specific position including the job title;  
Location (where applicable);  
Required qualifications;  
The scheduled rate of pay;  
Hours of work; and  
Program/work area (where applicable).

### 12.315 Applications

Employees are expected to state their relevant qualifications when applying for a posted position.

### 12.316 Temporary Postings

Where the Board determines to fill any position which is expected to be vacated for more than thirty (30) working days as a result of an employee's sickness or approved leave of absence, such position will be posted as a temporary vacancy.

### 12.317 Short Term Facilities Center Vacancies

12.3171 Where there is a vacancy of fewer than thirty (30) working days anticipated in the Thomas G. Ellis Facilities Center for a position other than Foreman (m/f), the Board will make the vacancy known to Facilities Center employees by means of a memo posted in the Facilities Center.

12.3172 The position will be filled on the third (3rd) working day after the memo has been posted, by the most senior qualified applicant from among those applicants from lower-rated positions who have signed the memo indicating an interest in filling the

posted position. The successful applicant will assume the actual duties of the position on the fourth (4th) day after the memo has been posted.

#### 12.318 Returning from a Temporary Assignment

A regular employee who bids for and accepts a temporary posted position shall, upon completion of the assignment, return to his/her regular position.

#### 12.319 Student Support Postings

12.3191 Positions being filled in which the Special Education Assistant is the primary service provider for a student(s) with a disorder within 1) the autistic spectrum (Autism, Asperger Syndrome, Pervasive Developmental Disorder – Not Otherwise Specified – PDDNOS, Rhett Syndrome, Kanner’s Syndrome) or 2) meeting the criteria for the Ministry funding designation for “physically dependent with multiple needs” (as determined by the Special Education Department) will be posted on the earliest regular posting. The period during which a successful applicant may return to his or her previous position as per Article 12.24 will be thirty (30) working days unless the employee proves unsatisfactory within the trial period in which case the employee will be returned to his or her former positions or unless mutually agreed to by the union and the employer. Save for this, Special Education Assistants in these positions will remain for at least the remainder of the school year and will not be subject to bumping by other employees during this period. The Special Education Department will review the needs of these particular students annually to see whether monthly postings are appropriate.

#### 12.320 School Closures and New School Openings

Where an existing school is closed, employees working at that location shall be laid off.

Where an existing school is closed, and the students are moved to a new school at the same location, employees shall retain their existing positions providing the positions continue in the new school.

Where an existing school is closed, and the students are moved to a new school but at a different location and the catchment for the school is unchanged, employees shall retain their existing positions providing the positions continue in the new school.

Where an existing school is closed, and a new school is opened and the catchment for the new school has changed, all positions at the new school shall be considered vacant.

Where the Employer moves the location of a facility other than a school, employees shall retain their existing positions providing the positions continue at the new location.

#### 12.40 Relief, Day-to-Day (Spareboard Assignments/Employees)

- 12.41 In order to ensure the assignment of spareboard work in a fair and impartial manner and to provide an efficient method of work assignment for the School District there shall be a system composed of four (4) spareboards. Spareboard assignments are defined as relief and day-to-day work normally undertaken by Spareboard employees to:
- 12.411 relieve employees who are absent due to sickness, leave of absence, or vacation; or to
  - 12.412 augment staff on a day-to-day basis; or to
  - 12.413 work on a special project of limited duration, which shall not exceed thirty (30) working days unless this period is extended by mutual consent, in writing, of both parties.
- 12.42 Clerical Spareboard - This spareboard shall be used to call out for spareboard assignments those employees generally known as clerical.
- 12.43 Student Support Spareboard - This spareboard shall be used to call out for spareboard assignments those employees generally known as student support.
- 12.44 Maintenance/Janitorial/Transport/District Theatre Attendant Spareboard - This spareboard shall be used to call out for spareboard assignments those employees generally known as maintenance, janitorial or transport employees; and to call out for all District Theatre Attendant assignments.**
- 12.45 District Attendant Spareboard – this spareboard shall be used when filling spareboard assignments for district attendant employees. These spareboard employees will be assigned on a rotational basis from the spareboard list for the particular location or locations as determined by the Employer. These spareboard employees may request to be listed on any attendant spareboard list the employee chooses.
- 12.46 Operation of Spareboards- Each spareboard shall operate within the rules laid out below. If there is a dispute as to the application of the rules then the parties agree to meet as soon as possible to try to resolve the difference.
- 12.461 Spareboard employees shall be reassigned as soon as possible upon the completion of each assignment, unless they are laid off. No notice will be required in the event such employees are laid off.
  - 12.462 Spareboard employees whose assignments are completed, shall not be entitled to "bump" other employees still working in other spareboard assignments except in the event of a general layoff, when regular "bumping" procedures would apply.
  - 12.463 When spareboard employees are required, the assignment will first be offered to the senior employee on the spareboard possessing the qualifications as shown in the appropriate class specification for the assignment.

12.464 A probationary employee's name may be removed from the spareboard list if he/she refuses to accept or acknowledge an offer of an assignment and shall be removed if he/she fails to maintain satisfactory service.

12.465 The responsibility for being able to be contacted to accept assignments rests entirely with the employee.

12.466 Regular employees assigned to the spareboard are expected to maintain satisfactory service, but may decline to accept certain assignments for valid reasons acceptable to the Board. The Board shall not be unreasonable with employees who decline work under this provision.

12.467 Employees serving on the spareboard due to transfer, demotion or "bumping" shall continue benefit entitlement as per Article 13.

12.468 Days not worked by an employee on the spareboard for lack of an assignment will be considered days on unpaid leave of absence and not layoff. Statutory holiday pay for such employees shall be at either the relief rate being paid or the average rate being paid or the average rate earned during the last ten (10) days of the qualifying period as defined in Article 14.10, whichever applies.

#### 12.50 Layoffs

12.51 Layoffs include reductions in posted hours, or in the staff complement of a department or the district as a whole.

#### 12.52 Notice of Layoff

12.521 Employees who are to be laid off from the District will be given layoff notice in writing as follows:

- less than three (3) years of service, ten (10) working days;
- three (3) years of service, fifteen (15) working days;
- four (4) years of service, twenty (20) working days
- five (5) years of service, twenty-five (25) working days
- six (6) years of service, thirty (30) working days;
- seven (7) years of service - thirty-five (35) working days
- eight (8) years or more of service - forty (40) working days

12.522 In the event the above layoff notice is not possible the employees concerned shall receive pay in lieu of such notice equal to the days notice not received.

12.523 Such laid off employees will retain seniority recall rights in accordance with 12.10.

12.524 The layoff notice requirement will not apply:

- to recall assignments of fewer than five (5) working days

- to layoffs from the spareboard; or
- where school term employees are not required to work over/during periods of school closures.

12.53 In the event of a layoff:

12.531 The laid off employee may bump the most junior employee working the same or fewer hours in the same classification, providing the junior employee has less overall seniority than the employee who is to be laid off;

12.532 If there is no such employee junior to the laid off employee in the same classification, the laid off employee may bump the junior employee in the classification in which the laid off employee last completed a probationary or trial period, providing the junior employee has less overall seniority and is working the same or fewer hours than the employee who is to be laid off;

12.533 If there is no junior employee to bump in either 12.531 or 12.532 , the laid off employee may bump the junior employee in the classification in which the laid off employee next previously served a probationary period, providing the junior employee has less overall seniority and is working the same or fewer hours than the employee who is to be laid off, or

12.534 If there is no junior employee to bump in either 12.531, 12.532 or 12.533, the laid off employee may go on the spareboard for clerical, student support, maintenance/ janitorial/ transportation, or district attendant whichever is applicable.

12.535 The laid off employee may be laid off from the district.

12.536 Laid off employees shall be given first opportunity for Summer work.

12.54 Where the expression "the same or fewer hours" is used, it is intended that:

12.541 The laid off employee may bump the most junior employee, working the same number of hours, in their classification, providing that employee is junior to the laid off employee, but

12.542 If there is no such junior employee, the laid off employee may then bump the most junior employee working the next fewer hours, providing that employee is junior to the laid off employee.

12.55 A vacancy in a classification will be considered the most junior position for "bumping" purposes.

12.56 Where an employee being laid off exercises his/her seniority in another classification, the change is to come about not later than two working days after the layoff has taken place.

12.57 Effective May 1, 1996, subject to Article 12.14 a position declared redundant shall be deemed to be reinstated if the position is re-established within a eighteen (18) month period and shall be offered to the last incumbent. Thereafter such position would be deemed a "new position" subject to posting.

12.58 Subject to Article 12.14, the most senior laid off employee shall be the first reinstated or rehired.

### **ARTICLE 13 EMPLOYEE BENEFITS**

13.10 It shall be the responsibility of the employer to ensure that employees receive full benefit entitlement.

13.20 Eligibility

Probationary and regular employees are entitled to all fringe benefits, except:

13.201 New construction employees, who will receive rest periods as provided under Article 9.40, and will be eligible for fringe benefits provided under the appropriate construction trades agreements;

13.202 During period of lay-off or leave without pay (in excess of thirty (30) calendar days in either case) employees who wish to retain benefit coverage must pay 100% of premium costs. For the purposes of this provision, personnel employed on a 10-month basis will not be considered to be laid off during periods of school closure.

13.30 Group Life

13.31 As a condition of employment, all employees shall be covered by a Group Life Insurance Plan as of the first day of the month following six (6) months accumulated service.

The Board will pay eighty (80) percent of the monthly premiums and the employee's contribution of twenty (20) percent shall be through payroll deductions.

The Group Life Insurance policy will provide the following insurance coverage:

- a) Life Insurance
  - Under age 35                      300% of your annual Salary
  - Age 35 but under 45            250% of your annual Salary
  - Age 45 but under 55            200% of your annual Salary
  - Age 55 or over                    150% of your annual Salary

b) Accidental Death and Dismemberment

In the event of accidental death, insurance equal and in addition to straight life insurance coverage.

In the event of dismemberment, insurance as provided by the policy.

#### 13.40 Group Medical

Upon application, employees shall be covered by a Group Medical Plan as of the first day of the month following six (6) months accumulated service.

The Board will pay eighty (80) percent of the monthly premiums and the employee's contribution of twenty (20) percent shall be through payroll deductions.

#### 13.50 Dental

Upon application, employees shall be covered by a mutually acceptable dental plan as of the first day of the month following six (6) months accumulated service. The plan will provide for eighty (80) percent of Plan "A" (basic dental) coverage, sixty (60) percent of Plan "B" and fifty (50) percent of Plan "C" to a lifetime maximum of \$2000 per family member.

The Board will pay eighty (80) percent of the monthly premiums and the employee's contribution of twenty (20) percent shall be through payroll deductions.

Participation in the Plan shall be a condition of employment except for employees with alternate dental coverage. Participation in the Plan for employees with alternate dental coverage shall be at their option.

#### 13.60 Extended Health Benefit

Upon application employees shall be covered by an extended health plan as of the first day of the month following six (6) months accumulated service. The plan shall provide a lifetime maximum payable per person of \$1,000,000, a \$150.00/person Vision Care Option in any two calendar year period and a Hearing Aid Option of \$500/person in any four calendar year period.

The Board will pay eighty (80) percent of the monthly premiums and the employee's contribution of twenty (20) percent shall be through payroll deductions.

#### 13.70 Employee and Family Assistance Plan

As a condition of employment, all employees shall be covered by an Employee and Family Assistance Plan as of the first day of the month following six (6) months accumulated service, and shall be eligible for its services.

#### 13.80 Superannuation

13.81 Eligible employees working at least fifty (50) percent of full time will be enrolled in the Municipal Superannuation Plan commencing the beginning of the calendar month immediately following completion of probation, in accordance with the terms of the Plan.

13.82 Once employees have been enrolled in the Plan they will continue to participate, even if their regular hours worked fall below fifteen (15) hours per week.

#### 13.90 Premium Costs

Where an employee who has acquired six (6) months accumulated does not earn sufficient wages in a month to cover his/her portion of benefit costs, the Board will carry forward the employee's share and deduct the carried forward premiums from the earnings of the employee for the following month. Where the Board has carried forward such an employee's premium and the employee fails to return to duty the month following, the Union will reimburse the Board for the employee's share of premium benefits carried forward from the previous month.

#### 13.100 Course Reimbursement

Where the Board has authorized an employee to take a course(s) of instruction the employee will not suffer a loss in wages, benefits or seniority. The employee will be reimbursed for the cost of the course(s) upon successful completion of the course(s).

#### 13.110 Retirement Bonus - Sick Leave

Employees who retire from the service of the Board with a minimum of ten (10) years service as measured from an employee's seniority date, and who have attained at least age fifty-five (55), shall be paid for all unused sick leave accumulated to their credit as of their retirement date, to a maximum payment of one hundred fifty (150) days. This section does not apply to any new employee hired after July 1, 1996.

#### 13.120 Retirement Bonus - Service

After 10 years service with the Board, as measured from an employee's seniority date, employees or their beneficiary shall be paid three (3) days pay for each year of service or major portion thereof to a maximum of seventy-five (75) days pay upon:

13.121 Death of the employee while still in the employ of the Board;

13.122 Retirement or resignation of the employee, or

13.123 Termination of the employee for other than just cause.

This section does not apply to any new employee hired after July 1, 1996.

### 13.130 Payment of Retirement Bonus

Payment of bonuses as provided by 13.110 and 13.120 shall be made at the rate of wages earned during the last month in which the employee was in receipt of full wages from the Board.

Employees will be paid retirement and/or severance payments, which they have earned and to which they are entitled pursuant to 13.110 and 13.120 immediately preceding, in one (1) lump sum subsequent to their last day of employment, unless, prior to their last day of employment, notify the payroll office, in writing, that they wish to defer payment of part or all of the payments to which they are entitled for up to one (1) year following their last day of employment.

## **ARTICLE 14 STATUTORY HOLIDAYS AND VACATION ENTITLEMENT**

### 14.10 Statutory Holidays

14.101 All probationary and regular employees, from the date of employment, shall be granted a day's regular pay for all statutory holidays and for any day which may be declared a public holiday.

**14.102** For the purpose of this section, employees must be in receipt of wages earned from the Board for **nine (9)** working days **during the four (4) "Sunday to Saturday" weeks** preceding the holiday to qualify for pay for the holiday. The rate paid for the holiday will be the employee's regular position rate, unless the employee works both the day before and the day after the holiday in a temporary capacity in which case the temporary rate will be paid pursuant to Article 11.24.

14.11 Employees working fewer than sixteen (16) hours per week, shall be paid an allowance of four (4) percent of their gross regular earnings each pay period.

14.12 In the interpretation of this clause, the following are the statutory holidays which shall apply:

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

and any day appointed or designated by the Lieutenant Governor-in-Council as a holiday of general application throughout Canada and any day appointed by Proclamation or Order of the Lieutenant Governor-General-In-Council as a holiday.

School term clerical employees and student support employees who work sixteen (16) hours or more per week and bus drivers, will be paid for the B.C. Day holiday on submission to the Payroll Department of a statement attesting they were not in receipt of any monies for that day from any source other than the Board.

14.13 Staff shall have their work week reduced by one-fifth (1/5th) in any work week in which a statutory holiday occurs.

14.14 When any of the above-noted statutory holidays fall on an employee's scheduled day off, or should an employee be required to work on a statutory holiday because the statutory holiday is declared to be a regular school day, the employee shall receive another day off with pay at a time mutually agreed upon between the Board and the employee.

If an employee is subsequently required to work on a day off scheduled in lieu of a statutory holiday, then statutory holiday overtime provisions will apply.

14.15 Bus drivers shall be paid seven and one half (7 1/2) hours per day for statutory holidays.

14.200 Annual Vacations

Employees will receive annual vacation as follows:

**14.201 Vacation pay will be calculated as follows:**

**12 Month Employees**

**The greater of:**

- **appropriate percentage multiplied by the prior year's gross annual earnings**
- or**
- **the employee's rate of pay in the position at the time of vacation**

**10 Month Employees**

**The greater of:**

- **appropriate percentage multiplied by the prior year's gross annual earnings**
- or**
- **appropriate percentage multiplied by the prior year's paid hours, paid at the employee's rate of pay in the position at the time of vacation**

**Vacation leave will be pro-rated for employee who have been absent without pay in excess of fifty (50) working days within the prior year ending June 30.**

## 14.202 Vacation Entitlement

Continuous Years of Service from Seniority Date at June 30	Length of Vacation	Vacation Pay
Less than 1 year	1.25 working day for each completed month of employment or major fraction thereof to maximum of 15 working days	6% of gross annual earnings for the previous year ending June 30.
1 year or more	15 working days	The greater of regular pay or of 6% of gross annual earnings for the previous year ending June 30.
5 years or more	20 working days	The greater of regular pay or 8% of gross annual earnings for the previous year ending June 30.
10 years or more	25 working days	The greater of regular pay or 10% of gross annual earnings for the previous year ending June 30.
14 years or more	30 working days	The greater of regular pay or 12% of gross annual earnings for the previous year ending June 30.
20 years	31 working days	The greater of regular pay or 12.4% of gross

		annual earnings for the previous year ending June 30.
21 years and up	one additional working day for each additional year of service	For each additional year of service, an increase of 0.4% of gross annual earnings for the previous year ending June 30.

Effective July 1, 1996 vacation leave will be pro-rated for employees who have been absent without pay in excess of fifty (50) working days within the prior year ending June 30.

14.203 The following method of determining vacation pay entitlement is to be effective for vacations earned after June 30, 1985. For the purpose of calculating a percentage of gross annual earnings, vacation pay will be calculated at the appropriate percentage on an employee's gross annual earnings for the previous 12 months ending June 30.

Gross annual earnings shall include regular and overtime pay, overrates, sick leave, sick leave bank, statutory holiday pay and vacation pay (but shall not include WCB payments or pay received as vacation allowance previously paid on overrates or advances of vacation pay under Article 14.210.

Persons in receipt of Workers' Compensation benefits who receive a "top-up" from their personal sick leave accumulation shall have the top-up computed as part of their "gross annual earnings". Advances from their personal sick leave accumulation to persons filing for Workers' Compensation benefits will not, however, be included as part of "gross annual earnings".

14.204 For purposes of calculating "regular pay" under 14.202 above, an employee must have worked the fifteen (15) days prior to vacation in a higher rated position for it to qualify as "regular pay". If fewer than fifteen (15) days in the position have been worked, the employee will be paid at the last regular position rate earned or at a percentage of gross annual earnings whichever is greater.

14.205 The length of an employee's annual vacation in any year shall be based on his completed years to June 30, which shall be the determination date from which entitlement are calculated.

- 14.206 Annual vacations earned to June 30 each year are to be scheduled during the following twelve (12) month period, as follows:
- 14.2061 Vacations for school and office employees employed for the full twelve (12) months of the year will normally be scheduled during periods of school closure; but approval for vacation when school is in session may be granted when no substitute is required.
- 14.2062 Maintenance employees will be entitled to up to three (3) weeks vacation entitlement during the summer school closure, with the balance scheduled during the following school year.
- 14.207 Employee requests for annual vacation periods to which employees will be entitled effective June 30th pursuant to the foregoing are to be submitted as follows:
- 14.2071 Requests for vacation periods during July and August are to be submitted no later than April 1st to the employee's supervisor for approval by April 30th.
- 14.2072 Requests for vacation periods during the school term months September through June 30th are to be submitted no later than May 15th to the employee's supervisor for approval by June 15th.
- 14.208 Supervisory approval of vacation period requests will be subject to:
- 14.2081 Conformity with the provisions of this Section of the agreement
- 14.2082 Consideration of seniority
- 14.2083 Minimal substitute requirements (normally, substitutes will not be provided for vacation relief).
- 14.2084 The employee remaining in the position and work location held at the time his/her request was made, otherwise a new vacation request must be submitted.
- 14.209 A limited number of twelve (12) month employees whom the Board determines must be replaced while on vacation may take their vacation outside of the normal school closure periods, subject to the following:
- 14.2091 Requests are made in writing to the employee's supervisor prior to January 15 in the year prior to the vacation year in which the requested vacation is to be taken.
- 14.2092 By February 15 the Human Resources Department will advise each employee's supervisor whether the employee's requested vacation is confirmed.
- 14.2093 Up to forty weeks of vacation time off will be approved pursuant to this provision. Each employee shall be entitled to two (2) weeks of vacation time off based on employee seniority. If, after the allocation of up to two (2) weeks, all forty (40) weeks

have not been allocated then the remaining weeks will be allotted to employees who had requested more than two (2) weeks vacation. This shall be done on a seniority basis until no further weeks are available.

14.2094 The Board may agree to let additional employees off pursuant to this clause.

14.2095 Employees who receive vacation pursuant to this clause shall be placed on the bottom of the seniority list for the next year's vacation requests.

**14.210** Notwithstanding 14.206 to 14.2084 preceding, employees employed for the ten (10) month school year, shall be paid vacation pay (that they would normally not be entitled to until the following June 30th) during the Christmas and spring school closures. Notwithstanding the foregoing, employees shall only receive vacation pay for the winter and spring break periods based on the applicable percentage of wages earned during a work period prior to the applicable break. **A bus driver may request in writing that vacation monies earned prior to the applicable break that exceed the paid vacation hours being paid for the break, also be paid.**

Any additional vacation pay owing as at the expiration of the final pay period in June shall be paid through the maintenance of the employee's regular pay in the pay period immediately following until all vacation pay owing has been paid to the employee. **Where the paid vacation hours entitlement remaining would be less than eight (8) hours, those hours will be paid with that pay period.**

14.211 If on account of emergency conditions, the Board requires an employee to change an approved vacation period, the employee will receive one week of vacation pay in addition to his regular entitlement.

14.212 If a statutory holiday falls within or is observed during an employee's annual vacation period, he or she shall be granted an additional day's vacation with pay for each such statutory holiday.

14.213 An employee with a minimum entitlement of fifteen (15) days vacation may request to carry over five (5) days to the next **fiscal** year.

14.30 In the interpretation and application of the vacation provisions set out in 14.200 preceding:

14.31 In the first year of employment employees will be required to take vacation time at least equal to one day for each month of service to a maximum of fifteen (15) days, as provided in the agreement.

14.32 Where employees who have more than one year's service have not earned vacation pay equal to the value of vacations for which they qualify, such employees may elect to reduce their number of vacation days to a number of days equal to the value of their earned vacation pay, providing:

14.321 Employees must take at least ten day's vacation, and

14.322 Employees who wish to take a reduced number of vacation days pursuant to this arrangement must make written application to their supervisor at least one month before the scheduled start of their vacation.

## **ARTICLE 15 LEAVES**

15.10 Sick Leave

15.11 Sick leave is intended to provide employees with a degree of protection against income loss which would otherwise result because of sickness or noncompensable accident, and is payable for this purpose in accordance with the terms of this section. Employees are entitled to sick leave, as specifically provided hereafter, after thirty (30) cumulative working days service.

Pay will be granted for sick leave on the employee's time sheet certificate countersigned by the supervisor. A doctor's certificate may be required.

Except as provided in 13.110, all sick leave credits are cancelled upon leaving the service of the Board.

**15.12** Sick Leave will be credited each pay cycle, in proportion to regular hours worked, to each employee's own sick leave account where:

- The employee has completed thirty (30) cumulative working days service;
- **The employee is not receiving additional pay in lieu of benefits pursuant to Articles 11.50 and 15.14; and**
- For the purposes of sick leave credit, time worked will include hours for which an employee is in receipt of Workers' Compensation for injuries incurred while in the employ of the Board and hours for which an employee is paid sick leave from his/her accumulated sick leave account, and hours which a school term (10 month) employee would have worked had he/she not been laid off because of school closure for the summer break.

**15.121 The sick leave credit for 12 month employees is based on an entitlement of 7.69231% of regular hours worked. The sick leave credit for school term (10 month) employees is based on an entitlement of 9.7561% of regular hours worked.**

15.122 The pay statement for each pay cycle will set out an employee's sick leave account balance.

**15.123** A proportion of the sick leave credit to each employee will be transferred to a sick leave bank established pursuant to 15.13 following. The proportion of sick leave credit to be

transferred to the sick leave bank will be set by the Union by advising the Board, in writing, but will not be changed more often than twice annually, effective **the beginning of the biweekly pay period commencing closest to** January 1<sup>st</sup> and July 1<sup>st</sup>.

The remainder of an employee's sick leave credit after the transfer to the sick leave bank will be assigned to the employee's own sick leave account up to a maximum total accumulated sick leave account equal to one hundred fifty (150) days at the employee's regular hours.

No further sick leave will be credited to an employee, transferred to the sick leave account or assigned to his/her credit once the employee reaches maximum accumulation of one hundred fifty (150) days at regular hours.

- 15.13 The Board will maintain and the union will administer a sick leave bank, which shall be funded by transfers from the regular sick leave credit to employees each pay cycle pursuant to 15.12 preceding.

When an employee has exhausted his/her sick leave accumulation the Union may requisition a specified number of Sick Leave Bank days to be paid to the employee. The Board shall then pay the employee such requisitioned days, from the Sick Leave Bank at the rate of eighty (80) percent of the employee's regular rate of pay, and reduce the Sick Leave Bank balance accordingly.

By June 1st and December 1st each year, the Board will advise the Union of the Sick Leave Bank balance.

- 15.14 Regular part-time employees working fewer than sixteen (16) hours per week, will not be eligible for sick leave pursuant to this section, but will receive 6% of their gross regular earnings each pay period as provided in Article 11.50 in lieu of sick leave. Notwithstanding the foregoing, such employees during an absence, on a regularly scheduled work day, due to illness or non-occupational injury, may receive pay from previously earned and not utilized sick leave credits.
- 15.15 School term employees may apply to the Human Resources Department for sick leave during periods of school closure, but sick leave will not normally be paid for periods of sickness of less than five (5) working days. The Human Resources Department, shall determine the disposition of all such applications for sick leave on the basis of the merits and circumstances of each application and on such criteria as might be determined from time to time by the Board and the Union. The Union may challenge the decision of the Human Resources Department on any such application for leave, in which case the decision shall be made jointly by a designated representative of the Board and a designated representative of the Union. In the event that the representatives are unable to agree on any such question, the matter may be subject to the grievance procedure.

15.16 When relief, spare board or day-to-day employees with more than thirty (30) cumulative working days service are required to book off work because of illness they will be entitled to claim sick leave as long as work is available. Payment will be made at the basic rate for the number of daily hours required of the position the employee was filling at the time of illness.

Relief, spare board or day-to-day employees, not eligible for sick leave under the foregoing provision, will not normally be eligible to claim sick leave if they are unable to accept an offer of work because of illness.

15.17 Where an employee is paid his/her wages **and benefits** by the Board while absent from employment by reason of a disability other than one for which the employee would be entitled to receive Workers' Compensation pension and/or benefits, or military pension and/or benefits and the employee subsequently recovers by way of court action or settlement of an insurance claim, such wages **and benefits** or any part thereof, then the employee shall pay the amount so recovered to the Board (to a maximum of the value of the wages less applicable legal costs). Upon the Board receiving such an amount, it shall credit the employee with the number of days of such leave proportionate to the amount of money so recovered. It is understood that the amount paid to the Board shall also be used to repay the Sick Leave Bank proportionate to the total time absent.

15.20 WCB Leave

15.21 The purpose of this provision is to expedite the payment of Workers' Compensation payments; and to minimize disruptions in earnings, pensionable service and benefit coverage for employees on WCB so long as such employees have sick leave to their credit.

15.22 All WCB payments will made directly to the Board. The Board will turn these monies over to employees in accordance with the provisions of this section. All such monies will be coded for identification as WCB payments.

15.23 When an employee who has sick leave to his or her credit goes on compensation the Board will continue to pay the employee the equivalent of full salary by "topping up" the employee's WCB cheque up to the level of regular salary, from the employee's sick leave credits. **The employee, however, may choose to have the Board not "top up" the employee's WCB cheque provided the employee has exercised this choice, in writing, prior to the date at which the particular payroll work related to the first affected pay period, has been completed. The employee's choice will not be subsequently changed.** Regular coverage under benefit plans will be maintained under these circumstances.

15.24 When the sick leave credits for an employee on WCB are exhausted the employee will receive only those monies and benefits provided by WCB.

15.30 Union Leave - Short Term

- 15.31 With prior notification, approval shall be granted for up to ten (10) official representatives of the Union to attend Union conventions (subject to normal operational requirements). Such leave shall be granted, without pay and shall not be unreasonably denied.
- 15.32 For the purposes of this Section, "Union conventions" shall include any official meetings of the Canadian Union of Public Employees or its affiliate Union organizations.
- 15.33 Such leave of absence shall not affect the employee's seniority and/or benefits contained in this agreement.
- 15.40 Union Leave - Long Term
- 15.41 Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Board for a period of up to one (1) year and may be renewed each year on request during his or her term of office.
- 15.50 Compassionate or Bereavement Leave
- 15.511 The purpose of bereavement leave is to provide regular employees with reasonable protection against loss of pay that would otherwise be incurred as a result of leave required because of a death in the employee's immediate family.
- 15.512 Immediate family shall be deemed to include spouse, or equivalent, child, parent or legal guardian, spouse's parents or legal guardian, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or grandparent.
- 15.513 An employee may be permitted to utilize bereavement leave entitlement in order to travel outside of the Greater Vancouver area to visit a terminally ill immediate family member listed in 15.512. Such days used shall be deducted from the provision for the purpose of bereavement leave upon the death of the immediate family member.
- 15.52 Where a regular employee is required to take leave because of a death in the immediate family, three (3) days will be granted without loss of pay if the funeral is to be held in the Lower Mainland, Fraser Valley (Hope), north to Squamish, or on Vancouver Island.
- 15.53 Four (4) days will be granted without loss of pay if the funeral is held anywhere else in North America.
- 15.54 Five (5) days will be granted without loss of pay if the funeral is held outside of North America.
- 15.55 Extension of compassionate leave for extenuating circumstances may be requested pursuant to 15.60 following.

#### 15.60 Leave of Absence

15.61 Employees desiring a leave of absence with or without pay for any reasons, shall submit an application in writing to the Human Resources Department for processing, where applicable, for such leave. Such requests shall not be unreasonably denied.

15.62 An employee shall be entitled, to up to sixty (60) working days leave of absence without pay upon application as per 15.61 above.

15.63 An employee who wishes to take leave of absence without pay for study or training related to present or future employment with the Board shall be entitled to up to two (2) years leave for such purpose. Application for such leave will be as set out in 15.61 above.

15.631 For leaves granted for one (1) year or less the employee shall return to their previous assignment.

15.632 For leaves longer than one (1) year and up to two (2) years the employee will return to the spareboard or a comparable assignment if no spareboard exists.

15.64 Employees who require leave of absence for family emergency shall be entitled to such leave upon application in 15.61 above.

#### 15.65 Court/Witness Duty

15.651 Leave will be granted with pay where employees are subpoenaed for jury or witness duty (providing the case does not involve the employee's business interests), or where employees are enjoined as a codefendant with the Board.

15.652 Any fees received for court appearance, exclusive of travelling costs or meal allowance, shall be paid to the Board.

#### 15.66 Graduation

An employee shall be entitled to one (1) day with pay for up to one (1) day per year to attend a graduation ceremony of the employee's child at a secondary school or a recognized post-secondary educational institute when the ceremony is held during the employee's regular hours of work.

#### 15.67 Citizenship Leave

One (1) day of leave (which may be taken as two half days) will be granted with no loss of pay for an employee to obtain their Canadian citizenship.

#### 15.70 Maternity/Parental Leave

15.71 Maternity Leave

Employees desiring maternity leave without pay shall be granted such leave pursuant to the Employment Standards Act, which shall be deemed to form a part of this agreement.

15.72 Parental Leave

An employee shall be granted up to one (1) year leave without pay to enable the employee to spend full time with the employee's natural or adopted children. An employee who has been on maternity leave may then go on parental leave.

15.73 Seniority for employees on Maternity/Parental leave shall be governed by Article 12.10; benefit continuance as set out in the Employment Standards Act; vacations by Article 14.200.

15.74 Employees returning to work from maternity/parental leave shall return to their former assignment if such leave is one (1) year or less and shall return to the spareboard or another comparable assignment if such leave is greater than one (1) year.

**ARTICLE 16  
JOB SECURITY**

16.10 If the School Board intends to introduce a technological change or change in method of operation which would affect the conditions of employment or security of employment of employees, the School Board will provide the Union with not less than ninety (90) calendar days notice. The School Board and the Union will then discuss what measures should be taken to address such technological change, including training for existing employees. If the School Board and the Union are unable to reach agreement on the application of this Section, the dispute will be referred to the grievance and arbitration procedures under this collective agreement. In such arbitration, emphasis will be given to an assessment as to whether the School Board's proposals to address the change are reasonable in the circumstances.

16.20 Volunteers

16.21 Volunteers shall not perform work described in the agreed CUPE class specifications.

16.22 No member of the CUPE bargaining unit will be laid off as a result of the use of volunteers and volunteers will not displace hours held by existing CUPE staff.

16.23 Contracting Out

16.231 The Board will not engage a contractor to do work where the effect of such contracting out will result in the lay-off of current employees or failure to recall a laid off employee.

16.232 In every circumstance where the School Board is considering the contracting out of bargaining unit work, the School Board will consult with the Union a reasonable period in advance of the date contracting out is to occur and will give due consideration to alternatives the Union may propose.

16.233 A joint contracting out committee will meet at least once every two (2) months during the school year to review the contracting out of work which may be performed by the Board's own employees.

## **ARTICLE 17 CLASS SPECIFICATIONS**

### 17.10 Union Committee

The Union and the Board will each select two (2) representatives to act in discussions on matters described in 17.21 to 17.22 immediately following. Additional members of the bargaining unit or representatives of the Board may be called as required as resource persons.

### 17.20 New, Amended or Deleted Class Specifications

17.21 Where the Board determines to introduce a new class specification, amend an existing class specification or delete an existing classification the committee will meet to enable the Union to offer suggestions on additions, deletions or amendments to the class specification under discussion.

17.22 The parties may, at any time twenty (20) working days after discussions began under 17.21, invite a mutually acceptable advisor who will have thirty (30) working days to attempt to mediate any differences of opinion that exist over the contents of a proposed class specification. These time limits may be extended by mutual agreement.

17.23 Once the above process has been completed, the class specification shall be referred to the JJEC for processing as described in the Pay Equity Implementation Agreement.

### 17.30 Upgrading of Required Qualifications

When, as a result of the development, upgrading or revision of a class specification, the requirements for training experience, licensing, certification or registration are increased or amended, incumbents in the classification at the time of the changes shall have the option of remaining within their current position without meeting the new classification thresholds. However, should they transfer or post to another position in the same classification they will have to satisfy the new requirements within one (1) year of such transfer or posting.

## **ARTICLE 18 WAGE SCHEDULES**

## 18.10 General

18.11 The indication of a classification and accompanying wage rate in the Wage Schedules shall not bind the Board to create or fill positions.

18.121 If it is found necessary to engage the services of an employee in a classification not provided for in the schedule of wages, salaries and classifications herein before referred to, the salaries or wages to be paid said employee will be determined by the Board and representatives of the Union in accordance with Article 4.40 of this agreement.

18.122 Any salary or classification adjustment shall not constitute a new position as per Article 12.30 of this agreement.

## 18.13 Cola Clause

Effective January 1, 1991 for every 1% increase in Vancouver CPI in excess of a 12% increase (measured over November, 1990) wages will be adjusted by 10 cents per hour. Changes will be measured and adjustments made where appropriate on a quarterly basis effective April, July, and October, 1991, and January, April, July and October, 1992, based on the CPI average for the three months preceding the measurement date.

## 18.20 Clerical Positions

18.21 Secondary schools having an assigned total of 160 or more clerical hours per week shall have two (2) twelve (12 month) clerical positions.

## 18.40 General Maintenance Positions

18.41 Employees who perform the duties of "lagging" shall be paid at the Trades Helper II/Utility II rate.

18.42 Employees employed as Trades Helper I, Utilityman I or Groundsman I shall progress to Trades Helper II, Utilityman II or Groundsman II, as the case may be, on the completion of two (2) years in the same classification, provided they meet requirements of the appropriate II classification specifications and are capable of satisfactorily performing the duties of Trades Helper II, Utilityman II or Groundsman II, as the case may be.

18.43 All maintenance employees who are required to furnish their own tools to perform their duties shall be reimbursed by the Board in the amount of fifty (50) percent of the cost of a broken tool upon the employee producing the broken tool.

18.44 The Board shall ensure that copies of certificates of proficiency or other proof for tradesman positions are to be given to the Union upon request. Employees who have performed tradesmen positions prior to April 1, 1970, shall not be required to produce a certificate of proficiency, or other proof, if a three (3) month trial period in the tradesman classification has been completed.

## 18.50 Janitorial Positions

18.51 Where a Janitor I has a single work location, and there are no other janitorial staff employed in the same location, the Janitor I shall be paid as Janitor II.

Janitor II supervises other janitors working less than fifty seven (57) regular hours/week.

Janitor III supervises other janitors working from fifty seven (57) to less than one hundred and thirty two (132) regular hours/week.

Janitor IV supervises other janitors working from one hundred thirty two (132) to less than two hundred and forty four (244) regular hours/week.

Janitor V supervises other janitors working a minimum of two hundred forty four (244) regular hours/week.

18.52 The Employer shall ensure that all Head Janitors, during an absence for any reason, shall be replaced in the school concerned, at all times including Summer holidays, Christmas break, and Spring break and that the replacement shall be paid at the Head Janitor's regular rate of pay. During an absence by a Head Janitor, the vacancy shall be offered by seniority to the Janitor(s) at the school concerned. If no Janitor accepts the vacancy, management may appoint the least senior Janitor capable of performing the required duties. The replacement Head Janitor shall take over the duties, responsibilities and cleaning assignment of the Head Janitor. The position vacated by the senior janitor shall be filled by a spareboard employee, if available.

## 18.60 Bus Drivers

18.61 Spare bus drivers shall be assigned extra trips only when regular drivers are unavailable.

18.62 Every effort will be made to have bus routes established for the school year no later than July 31 each year. Bus drivers will be advised by mail to their home addresses of the planning for regular runs, including the location of individual stops on each bus route, as soon as the bus routes have been established.

## 18.63 Bus Driver Transfers

18.631 Any bus driver wishing to transfer to another route from the one to which he/she has been assigned the previous school year must make application in writing to the Manager, Transportation no later than August 15. The application must state the route requested by the bus driver.

## 18.632 Information for Bus Drivers

When bus routes are posted or changed the bus drivers shall be given the following information as soon as practically possible as to the type of students being picked up:

Regular;  
Special Needs;  
French Cadre;  
Walk-on Special Needs;  
Hearing Impaired, etc.

18.633 Routes will be assigned by seniority, as requested by drivers, subject to assignments being made within the general areas of the district - north, south and west-centre - and transfers will be within these areas to minimize "deadhead" mileage.

18.634 No transfers will be made subsequent to assignments made in accordance with the foregoing, unless a transfer is required in the interest of the Board or to rectify a personnel problem.

18.64 Bus drivers will be paid for six (6) hours for one day prior to school opening in September to clean and prepare their buses for the school term.

### **18.70 Attendants**

District attendant spareboard employees and **Supervision Aides** are excluded from the provisions of this agreement except only that:

18.701 Each shift worked shall be accumulated for eligibility for seniority and posting as per Article 12.171.

18.702 Pay in lieu of statutory holidays and sick leave shall be paid in accordance with Article 11.50.

18.703 A percentage of gross earnings at a rate set by the Union, as union dues, shall be deducted monthly and forwarded to the Union as if employees were not excluded from the provisions of this agreement. The foregoing provisions will not preclude such employees from grieving matters relating to rates of pay, allowances, discipline or discharge.

## PAY SCHEDULE

### HOURLY RATE

	<b>Effective 1 July 2006</b>	<b>Effective 1 July 2007</b>	<b>Effective 1 July 2008</b>	<b>Effective 1 July 2009</b>
<b><u>Attendants</u></b>				
District Attendant - Education Centre	18.03	18.39	18.76	19.14
District Attendant - Learning Centre	20.47	20.88	21.30	21.73
Safe School Liaison	21.28	21.71	22.14	22.58
School Meal Program Aide	16.42	16.75	17.09	17.43
Supervision Aide	18.03	18.39	18.76	19.14
<b><u>Bus Drivers</u></b>				
Bus Drivers	21.38	21.81	22.25	22.70
<b><u>Custodial</u></b>				
Caretaker (Janitor I)	19.15	19.53	19.92	20.32
Day Custodian (Janitor III)	19.66	20.05	20.45	20.86
(Janitor IV)	19.93	20.33	20.74	21.15
(Janitor V)	20.18	20.58	20.99	21.41
District Theatre Attendant	19.15	19.53	19.92	20.32
Head Caretaker (Janitor II)	19.41	19.80	20.20	20.60
Senior Head Caretaker (Janitor II)	19.41	19.80	20.20	20.60
(Janitor III)	19.66	20.05	20.45	20.86
(Janitor IV)	19.93	20.33	20.74	21.15
(Janitor V)	20.18	20.58	20.99	21.41
<b><u>Clerical</u></b>				
Accounting Assistant I	22.07	22.51	22.96	23.42
Accounting Assistant II	22.89	23.35	23.82	24.30
Buyer	25.21	25.71	26.22	26.74
Career Centre Assistant	22.07	22.51	22.96	23.42
Clerk Typist	19.66	20.05	20.45	20.86
Corporate Services Specifier	25.31	25.82	26.34	26.87
Data Entry Clerk	19.66	20.05	20.45	20.86
District Office Clerk	21.28	21.71	22.14	22.58
District Office Clerk (Payroll)	21.28	21.71	22.14	22.58
Education Centre Secretary	22.89	23.35	23.82	24.30
Elementary School Head Secretary	23.69	24.16	24.64	25.13
Elementary School Clerk	20.47	20.88	21.30	21.73
Head Clerk - Learning Resources	25.31	25.82	26.34	26.87
Learning Resources Clerk	20.47	20.88	21.30	21.73

## HOURLY RATE

	<b>Effective 1 July 2006</b>	<b>Effective 1 July 2007</b>	<b>Effective 1 July 2008</b>	<b>Effective 1 July 2009</b>
Library & Information Technologist	22.89	23.35	23.82	24.30
Mail Clerk	18.30	18.67	19.04	19.42
Payments Clerk	21.28	21.71	22.14	22.58
Payroll Assistant	22.89	23.35	23.82	24.30
Purchasing Clerk	22.07	22.51	22.96	23.42
Records Management Clerk	22.07	22.51	22.96	23.42
Reprographics Operator	21.28	21.71	22.14	22.58
Research Analyst	23.69	24.16	24.64	25.13
School Meal Program Assistant	22.89	23.35	23.82	24.30
Secondary Information Mgmt Clerk	22.89	22.35	23.82	24.30
Secondary School Clerk	20.47	20.88	21.30	21.73
Secondary School Head Secretary	24.51	25.00	25.50	26.01
Senior Accounting Assistant	26.12	26.64	27.17	27.71
Senior Buyer	26.12**	26.64**	27.17**	27.71**
Senior District Office Clerk	23.69	24.16	24.64	25.13
Senior Learning Resources Clerk	22.07	22.51	22.96	23.42
Senior Payroll Assistant	25.31	25.82	26.34	26.87
Senior Research Analyst	27.73**	28.28**	28.85**	29.43**
Web Communication Specialist	24.51**	25.00**	25.50**	26.01**
 <b><u>Information Technology</u></b>				
Audio Visual Technician	25.39	25.90	26.42	26.95
Help Desk Technologist	23.69	24.16	24.64	25.13
Information Services Technologist	23.69	24.16	24.64	25.13
LAN Technologist	25.31	25.82	26.34	26.87
Network Technologist	Start	26.75	27.29	27.84
Specialist	Year I	27.05	27.59	28.14
	Year II	27.35	27.90	28.46
Programmer/Analyst		26.14	26.66	27.19
Repair Technician		25.39	25.90	26.42
Senior Repair Technician		27.05	27.59	28.14
Senior Help Desk Technologist		24.51	25.00	25.50
Senior Info. Services Technologist		25.31	25.82	26.34
Senior User Support Technologist		26.14	26.66	27.19
Systems Application	Start	26.22	26.74	27.27
Specialist	Year I	27.60	28.15	28.71
	Year II	28.43	29.00	29.58
Systems Trainer		24.35	24.84	25.34
Team Leader		29.36	29.95	30.55

## HOURLY RATE

		<b>Effective 1 July 2006</b>	<b>Effective 1 July 2007</b>	<b>Effective 1 July 2008</b>	<b>Effective 1 July 2009</b>
<b><u>Maintenance</u></b>					
Equipment Operator I		19.35	19.74	20.13	20.53
Equipment Operator II		19.84	20.24	20.64	21.05
Equipment Operator III		21.38	21.81	22.25	22.70
Facilities Technologist	Start	26.75	27.29	27.84	28.40
	Year I	27.05	27.59	28.14	28.70
	Year II	27.35	27.90	28.46	29.03
Groundskeeper	Start	19.35	19.74	20.13	20.53
	Year I	20.74	21.15	21.57	22.00
	Year II	21.70	22.13	22.57	23.02
Labourer		19.15	19.53	19.92	20.32
Maintenance Planner		26.93	27.47	28.02	28.58
Material Foreman		27.05	27.59	28.14	28.70
Non Trades Foreman		24.79	25.29	25.80	26.32
Storekeeper	Start	21.70	22.13	22.57	23.02
	Year I	23.96	24.44	24.93	25.43
Trades Foreman		27.65*	28.80*	29.98*	30.88*
Trades Foreman II		27.65**	28.80**	29.98**	30.88**
Trades Helper	Start	19.35	19.74	20.13	20.53
	Year I	20.74	21.15	21.57	22.00
	Year II	21.70	22.13	22.57	23.02
Trades Person		25.99*	27.11*	28.25*	29.12*
Trades Person II		25.99**	27.11**	28.25**	29.12**
Utility Worker	Start	19.35	19.74	20.13	20.53
	Year I	20.74	21.15	21.57	22.00
	Year II	21.70	22.13	22.57	23.02
<b><u>Student Support</u></b>					
Aboriginal Child/Youth Care Worker		25.31**	25.82**	26.34**	26.87**
Aboriginal District Cultural Facilitator		23.69	24.16	24.64	25.13
Aboriginal Education Assistant		23.69**	24.16**	24.64**	25.13**
Cafeteria Assistant		21.28	21.71	22.14	22.58
Child/Youth Care Worker		25.31	25.82	26.34	26.87
Inner City Secondary School Worker		24.51	25.00	25.50	26.01
Language Assistant		21.28	21.71	22.14	22.58
Multicultural Worker		22.89	23.35	23.82	24.30
Oral Communication Facilitator		24.51	25.00	25.50	26.01
Senior Aboriginal Support Worker		24.51	25.00	25.50	26.01
Sign Language Interpreter		25.31	25.82	26.34	26.87
Special Education Assistant I		23.69	24.16	24.64	25.13
Special Education Assistant II		24.51	25.00	25.50	26.01

**HOURLY RATE**

	<b>Effective 1 July 2006</b>	<b>Effective 1 July 2007</b>	<b>Effective 1 July 2008</b>	<b>Effective 1 July 2009</b>
Substance Use Liaison	28.55	29.12	29.70	30.29
Y.E.S. Co-ordinator	25.31	25.82	26.34	26.87
Youth Diversity Liasion	29.36	29.95	30.55	31.16

\*includes the Trades Wage/Apprentice Sponsor Adjustment

\*\*Temporary pay rate. Final pay rate is subject to review by the Joint Job Evaluation Committee (JJEC)

**APPRENTICESHIP TRAINING PLAN RATES  
(Percentage of Trades Rate)**

In effect on the date of expiry of the Collective Agreement

	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009
	<u>4 year</u>			
First six months	75%/\$19.47	\$20.33	\$21.19	\$21.84
Second six months	77%/\$20.01	\$20.87	\$21.75	\$22.42
Third six months	79%/\$20.53	\$21.42	\$22.32	\$23.00
Fourth six months	81%/\$21.05	\$21.96	\$22.88	\$23.59
Fifth six months	83%/\$21.57	\$22.50	\$23.45	\$24.17
Sixth six months	85%/\$22.09	\$23.04	\$24.01	\$24.75
Seventh six months	87%/\$22.61	\$23.59	\$24.58	\$25.33
Eighth six months	90%/\$23.39	\$24.40	\$25.43	\$26.21
	<u>3 year</u>			
First six months	75%/\$19.47	\$20.33	\$21.19	\$21.84
Second six months	77.5%/20.14	\$21.01	\$21.89	\$22.57
Third six months	80%/\$20.79	\$21.69	\$22.60	\$23.30
Fourth six months	82.5%/\$21.44	\$22.37	\$23.31	\$24.02
Fifth six months	87.5%/\$22.74	\$23.72	\$24.72	\$25.48
Sixth six months	90%/\$23.39	\$24.40	\$25.43	\$26.21
	<u>2 year</u>			
First six months	75%/\$19.47	\$20.33	\$21.19	\$21.84
Second six months	80%/\$20.49	\$21.69	\$22.60	\$23.30
Third six months	85%/\$22.09	\$23.04	\$24.01	\$24.75
Fourth six months	90%/\$23.39	\$24.40	\$25.43	\$26.21

**VERIFICATION OF MEDICAL STATUS**

(Employee's Name) \_\_\_\_\_ has been examined and/or under treatment by the undersigned, and I would advise that:

1. WHERE THE PERSON HAS BEEN EXAMINED TO DETERMINE MEDICAL FITNESS

This person is/is not medically fit to perform work as a \_\_\_\_\_ subject to the following conditions:

\_\_\_\_\_  
\_\_\_\_\_

2. WHERE THE PERSON HAS BEEN UNDER MEDICAL TREATMENT FOR ILLNESS OR ACCIDENT

This person has been under treatment from \_\_\_\_\_, 20\_\_ for \_\_\_\_\_, and will be medically fit to return to work as a \_\_\_\_\_ as of \_\_\_\_\_ 20\_\_ (position held) subject to the following conditions:

\_\_\_\_\_  
\_\_\_\_\_

3. VERIFICATION

\_\_\_\_\_  
(Doctor's signature)

\_\_\_\_\_  
(Office address)

\_\_\_\_\_  
Office telephone)

\_\_\_\_\_,20\_\_

## **LETTER OF UNDERSTANDING**

### **HOURS OF WORK FOR STUDENT SUPPORT, ATTENDANTS (CONTINUING EDUCATION), AND CLERICAL EMPLOYEES**

1. The School Board and the Union agree to the establishment of a joint committee which will meet no less frequently than quarterly to discuss the possibility of combining the hours of work of part-time teacher assistants, attendants (continuing education) and clerical positions into full-time positions.
2. The parties will consider such factors as the stability of the hours of work of the various part-time positions, the compatibility and logistics of combining part-time positions, the impact on students and on programs, etc.
3. If the Union requests the creation of a full-time position pursuant to this letter of understanding, such request will not be unreasonably denied.

## **LETTER OF INTENT**

If an employee feels that he or she has been treated differently than another employee(s) by his or her supervisor without a reason or for reasons prohibited by Article 8.100 (No discrimination), the employee should request the reason(s) of the supervisor.

In the event that the employee does not receive reasons for the different treatment the employee may refer the matter to the Associate Superintendent of Human Resources or his/her designate for a review with a subsequent explanation to the employee and to the Union President or his/her designate. Reasons related to another employee's personal confidences will remain confidential.

Nothing in this letter prevents the employee from grieving a violation of the collective agreement.

**LETTER OF AGREEMENT**

**BETWEEN**

**SCHOOL DISTRICT NO. 36 (SURREY)**  
(Hereinafter referred to as "the Employer")

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728**  
(Hereinafter referred to as "the Union")

Re: Shift Trades in Maintenance

The Employer is prepared to introduce on a trial basis, for the life of the renewed collective agreement with commencement on the date of ratification, a procedure for the trading of shifts within maintenance.

Requests for trading of shifts must be made a minimum of twenty-four (24) hours in advance. A request will only be considered if it is from two employees working on the same day. Management must approve all shift trades. Approval for the trading of shifts shall be at the discretion of management. Requests shall not be unreasonably denied.

The trading of shifts must not result in any additional costs to the Employer.

Employees requesting to trade shifts must be in the same classification and must be fully qualified to perform each other's duties.

Signed this 21<sup>st</sup> day of September, 1999 in Surrey, BC

**For the Employer**

**For the Union**

**Loris Pante**

**Susan Zander**

**LETTER OF AGREEMENT**

**BETWEEN**

**SCHOOL DISTRICT NO. 36 (SURREY)**  
(Hereinafter referred to as "the Employer")

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728**  
(Hereinafter referred to as "the Union")

The Parties hereby agree to the establishment of a joint Pro D committee comprising of two (2) members of the Union and two (2) representatives of the Employer.

The purpose of the joint committee is to develop a program for the work related development of employees in CUPE jurisdiction. The work related development activities and programs shall be held during prescheduled Pro D day(s) or on other agreed to times. The joint committee will have a budget of thirty thousand dollars (\$30,000).

**For the Employer**

**For the Union**

**Loris Pante**

**Susan Zander**

## TEACHER ASSISTANTS

### 1. Increase in Hours (Article 12(3)(b))

#### Increased Hours

- (i) When the hours of a part-time position are increased, the incumbent shall accept the additional hours. Should the incumbent choose, however, he/she may accept reassignment to the spareboard, in which case the position will be posted at the increased hours.
- (ii) In the case of teacher assistants the 'incumbent' will be the teacher assistant who clearly is the primary service provider for a specific student or group of students.
- (iii) Where regular teacher assistant hours are added to a school such that these hours do not increase the hours of a part time position of an incumbent as per (I) above, then the additional teacher assistant hours will be offered to the most senior qualified teacher assistant in the program in the school. The most senior qualified teacher assistant must presently have a schedule that will not be in conflict with the required scheduling of the additional hours so that the additional hours best meet the needs of the applicable student or program. The senior employee's hours of work will be consecutive.

### 2. Teacher Assistant Postings (Article 12, Section 3 (k))

(a)(ii) Positions being filled in which the TA is the primary service provider for a student(s) with a disorder within 1) the autistic spectrum (Autism, Asperger Syndrome, Pervasive Developmental Disorder – Not Otherwise Specified – PDDNOS, Rhett Syndrome, Kanner's Syndrome) or 2) meeting the criteria for the Ministry funding designation for "physically dependent with multiple needs" (as determined by the Special Education Department) will be posted on the earliest regular posting. The period during which a successful applicant may return to his or her previous position as per Article 12(2)(d) will be *thirty (30)* working days unless the employee proves unsatisfactory within the trial period in which case the employee will be returned to his or her former positions or unless mutually agreed to by the union and the employer. Save for this, the TA in these positions will remain for at least the remainder of the school year and will not be subject to bumping by other employees during this period. The Special Education Department will review the needs of these particular students annually to see whether monthly postings are appropriate.

### 3. Maximization of Hours

- (i) The needs of students and programs are paramount in the determination of the number of hours of work for teacher assistant positions. Where a member of the Union, or the Union, has the view that the hours of work of positions can be combined without adversely affecting the service to student(s) or program delivery, then the matter will be raised with the principal of the applicable school by the Union. A meeting will be held and if there remains a difference of opinion with regard to the combination of positions, it will be referred to the joint Board-Teacher Assistant Liaison Committee. A Union request to combine positions will not be unreasonably denied and will not result in an increase in paid hours.

- (ii) Prior to the expiration of the first week of July, up to two (2) representatives of the parties will meet, without loss of pay, to review and discuss the Position Identification Forms for teacher assistants and consider the appropriateness of combining positions.

Note: intent is to replicate meeting and process that took place when union representatives met with Tannis in June).

#### **4. Scheduling of Teacher Assistant Hours of Work**

The Employer agrees that once the total number of hours of teacher assistant time at a school have been established, the administrative officer of the school, the teacher affected and the teacher assistants will determine the most effective scheduling of assigned hours in order to meet the needs of the students. In the event of a disagreement on the scheduling of hours the administrative officer will decide the schedule.

#### **BOARD-TEACHER ASSISTANT LIAISON COMMITTEE**

The Parties agree to establish a joint committee of three (3) members each that will meet no less than quarterly to discuss relevant issues of interest to both parties.

**Loris Pante**

**Susan Zander**

**For the Employer**

**For the Union**

## **PAY EQUITY**

Postings – employees on staff on 25 November 1999, will be eligible, for a period of two (2) years after the implementation of the pay equity program, to post to vacant positions based on the required knowledge, ability and skills in place on 25 November 1999 for the applicable position.

Bumping Rights. Employees on staff as of the 25<sup>th</sup> of November whose title or classification is changed as a result of the implementation of the pay equity program will have bumping rights, as defined in Article 12, Section 5, based on the required knowledge, ability and skills in place on November 25, 1999 for the applicable position.

There will be a fund of \$25,000 available to employees to use for release time and/or course fees to allow employees to upgrade to meet the required knowledge, abilities and skills in the pay equity class specifications which they would, in the past, have been able to post into without these qualifications. This fund will be administered jointly by the Parties.

**Loris Pante**

**For the Employer**

**Susan Zander**

**For the Union**

## LETTER OF UNDERSTANDING

### SEA ASSIGNMENTS, POSTINGS, BUMPING AND LAYOFFS

1. In the event that any provision contained in this article conflicts with any other provision in the collective agreement, the provision in this article shall apply.
  
2. Each SEA position will be either a school-based SEA position or a child-specific position.
  
3. a) Each SEA in a regular position as of the first day of school shall be entitled, for the period up to the following June 30<sup>th</sup>, to maintain at least their regular weekly pay in ways provided for herein unless the SEA accepts and agrees to fewer hours of work. During the school year, all SEAs not in regular positions as of the first day of school will be considered spareboard SEAs. This maintenance of regular weekly pay does not apply to spareboard employees.
  
- b) Article 12.50, Layoffs does not apply to SEAs during the school year and article 12.316, Temporary Postings, will not apply to SEA positions during the school year.
  
- c) An SEA in a regular position where there is a reduction in the SEA's regular hours of work may choose to:
  - i) have the Board maintain at least her/his regular weekly pay up to the following June 30<sup>th</sup>,
  
  - ii) assume a school-based SEA position in the school consistent with 6 herein,

- iii) assume the position with lesser hours on an ongoing basis,
- iv) assume the position with lesser hours on a temporary basis or
- v) revert to the spareboard on a relief or day-to-day basis.

An SEA who chooses i), iv) or v) will have the right to bump the following August based on his/her regular hours of work prior to the reduction of hours unless the SEA obtains a position through the June posting process.

4. If an SEA in a regular position chooses 3(c)i) above, the Board may maintain the SEA's regular weekly pay by placing the SEA in a spareboard assignment(s). A spareboard assignment made pursuant to this article is independent of, and takes precedence over, the normal spareboard provisions provided for in article 12.40.
5. An SEA position may be designated as a child-specific position by Student Support Services. Prior to making the designation, there will be an individual assessment of the educational, emotional, medical, communication and safety needs of the particular student as well as the need for SEA continuity due to the specialized SEA training for the student. This assessment will be done annually.
6. In the event that the regular hours of work for an SEA covered by 3a) herein are reduced during the school year, then the SEA will be given the opportunity to assume any school-based SEA position in the school, where the hours of the position are the same or fewer, provided the SEA has the required qualifications for the position and

has greater overall seniority than the SEA in the position or, in the alternative, opt for one of the options noted in 3c) above.

An SEA who assumes another position in the school, with fewer hours pursuant to this sub section will be considered to have accepted the fewer regular hours of work.

7. a) Nothing in this agreement will preclude the Board and the Union from agreeing, when appropriate circumstances exist, to transfer an SEA from a regular position to another position or assignment.
- b) During the school year, an SEA in a regular SEA position may agree to be assigned to another regular SEA position in the school without 3a) above being activated.
- c) In the event that a student receives service from a child-specific SEA and the student transfers to another location, the SEA may, provided the SEA agrees, move with the student until the end of the school year or exercise their options pursuant to Section 3c) above. Should the SEA position continue for the next school year, it will be posted pursuant to 11 below.
- d) In the event that a student was receiving school-based SEA service and is then assigned a child-specific SEA during the school year, the school-based SEA who primarily provided the service to the student may be reassigned, on a temporary basis, for the remainder of the school year, as the child-specific SEA if the SEA has required qualifications.

8. Subject to 3, 4, 6 and 7 above, new temporary or regular SEA vacancies which are filled on or after the first day of school will be filled by placing qualified spareboard SEAs in those vacancies as provided for in article 12.463.
9. An SEA who successfully posts into a non-SEA position during the school year may return to an SEA position by:
  - a) successfully posting into a position through the June posting or
  - b) reverting to the SEA spareboard if there is an availability or, failing that, by bumping the most junior spareboard SEA not in a regular position, if the SEA has sufficient seniority.
10. a) Adding regular SEA hours of work will be done so that the additional hours best meet the needs of the applicable student(s) or program. Additional regular hours of work which are a logical extension of an existing SEA position will be given to the part-time incumbent. Subject to the preceding, additional regular hours will be offered to the most senior SEA in a regular position where the hours of work are consecutive, no scheduling conflict exists and where the SEA is qualified for the position.
  - b) If the incumbent is in a school-based SEA position and does not accept the additional hours, he/she may accept reassignment to the spareboard, in which case the position will be filled on a temporary basis by a spareboard employee and posted in June.
  - c) An SEA in a child-specific position will assume additional regular hours if the expectation of increased hours is reflected in the posting.

- 11a) When a school-based SEA's regular hours of work are anticipated to be reduced for the following school year, the SEA may i) accept the reduced hours or ii) bump first within the school consistent with the process provided for in Article 12.53.
- b) By no later than the fifth working day prior to the last school day in June, the Human Resources department will publish, electronically on its First Class (or substitute) Human Resources Support Staff Conference, the names of all SEAs in regular positions, with their anticipated regular hours of work for the following school year. The SEAs will be advised in general terms of the date and the posting and bumping procedures.
- c) At least four days prior to the last day of school in June, the Human Resources department will publish, electronically on its Human Resources Support Staff Conference, a posting bulletin of all known SEA positions available for the next school year. The date, time and location of the "Posting" meeting will be indicated in the posting bulletin. A hard copy will be available at all SEA work sites and the Human Resources department. SEA employees on long term illness, maternity or WCB leave will be notified by letter on how to obtain the posting bulletin.
- d) The posting bulletin will include the following vacancies that are expected to continue the next school year:
- i) all regular SEA vacancies not filled by the end of the preceeding August bumping process, but which are then filled during the school year by spareboard SEAs,

- ii) all SEA school-based positions which were increased five hours per week or more during the school year, (and will continue as such for the next school year).
- iii) all child-specific SEA positions as a result of students moving to another location during the year,
- iv) all SEA positions filled on a temporary basis during the year
- v) all new SEA vacancies.

A child-specific SEA position where the increase in the regular hours were reflected in the posting bulletin consistent with subsection 10c) will not be posted.

- e) During the June administrative day (the last day of school) a meeting will be held of all SEAs wishing to bid for an available SEA vacancy. Non SEAs wishing to apply for one or more of the available SEA positions will submit a written application to the Human Resources department by 1:30 p.m. the day before the posting meeting. SEAs attending the meeting will have no loss of pay for the time spent at the meeting and no SEA attending the meeting will be paid for time not scheduled for work on that day.
- f) Posted vacancies will be awarded on the day of the meeting to the extent possible. The successful applicant for a vacancy will be the most senior qualified applicant applying for the position. An SEA may exercise her/his posting rights personally, through a representative (with written authorization) or by requesting Human Resources, in writing, to act on behalf of the SEA in a manner requested by the SEA.

- g) An SEA who chooses 3c i), iv) or v) will have the right to bump the following August based on his/her regular hours of work prior to the reduction of hours unless the SEA obtains a position through the June posting process.
- h) If the anticipated regular hours of work for the following school year were reduced for an SEA and
  - i) the SEA did not accept the reduced hours or
  - ii) the SEA did not bump within the schoolthen, if the SEA does not successfully post for a position in June, the SEA must advise the Human Resources department, no later than by the end of the meeting, as to whether they are going to take the position with the anticipated reduced hours or whether they will participate in the bumping meeting based on his or her regular hours of work prior to the anticipated reduction of hours. Failure to do so will result in the SEA retaining their position with the reduced hours.
- i) SEA positions will be posted either as child-specific or school based positions.

The child-specific position posting will indicate a behaviour and self-help description of the student and a needs intensity rating. These descriptions could change over time.

The school-based position will include the general nature of the assignment. The nature of the assignment could subsequently change over time as circumstances in the school warrant.

- 12a). There will be a general “bumping” meeting open to all laid off SEAs who are eligible to bump. All such SEAs will be advised by publication on the Human Resources Support Staff Conference of the time and location of the bumping meeting which will take place the Monday before Labour Day. All SEA position vacancies will be available to SEAs eligible to bump. The bumping process will be consistent with that provided for in Article 12.53.
- b) New or changed vacancies that become newly available, after the bumping process is in progress, will only be available to SEAs who have not already bumped into a position.
- c) The day following the bumping meeting Human Resources staff will commence placing SEAs, who were bumped as a result of the bumping meeting, in a vacancy or position which provides the SEA with the greatest number of regular hours of work consistent with the process outlined in Article 12.53. If an SEA prefers to revert to the spareboard instead, the SEA may do so provided that written advice is given to Human Resources no later than the end of the first week of school and the SEA has sufficient seniority in which case the SEA will not be covered by 3a) herein.

13. Implementation and Duration of Letter of Understanding

The Letter of Understanding will come into effect upon ratification of the Collective Agreement. The Letter shall expire on September 1, 2008 unless the parties mutually agree to continue all or parts of the letter. In the case that this letter expires, the following deleted and changed articles will be reinstated:

2001 – 2003  
EXISTING ARTICLES

2003 – 2006  
CHANGE

2.51

replace 1 with:

Special Education Assistant  
(classification)

Queen Elizabeth Secondary  
School (location)

School-Based or Child-Specific  
(position)

12.25 – 12.254

deleted

12.3112, 12.3113

deleted

12.314

no language change but Program/work area not  
applicable to SEAs

12.319

deleted

18.30 – 18.33

deleted

Letter of Understanding page 115

deleted

Teacher Assistant Provision

replaced “teacher assistant” with page 121 – 123  
“SEA”; deleted, 1, 2, 3;  
renumbered 4 as 1 and maintain  
Liaison Committee language

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BOARD OF SCHOOL TRUSTEES**  
**OF SCHOOL DISTRICT NO. 36 (SURREY)**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 728**

---

The parties agree to establish a committee of up to three representatives from each party to discuss the implementation of the LTD Plan (the Plan) as outlined in the Letter of Understanding of May 22, 2006. The parties further agree to integrate the Plan with the current sick leave provisions in a mutually satisfying manner.

It is agreed that the integration:

- 1) Will result in no increased cost to the School District.
- 2) Could involve the topping up of the Plan and/or payment of employee benefits while on the Plan. These are merely examples and do not restrict the parties.
- 3) May generate savings to the School District which will be returned to the Union and its' members in a manner to be mutually agreed by the parties.

Dated this 1 day of June 2006 at Surrey, B.C.

FOR THE UNION

Susan Zander  
Darcy Copan

FOR THE EMPLOYER

Kyle Uno  
Brian Bastien

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE BOARD OF SCHOOL TRUSTEES**  
**OF SCHOOL DISTRICT NO. 36 (SURREY)**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 728**

---

The parties agree to the establishment of a joint working committee to investigate the question of standby pay and callouts and to make recommendations to the parties by January 1, 2007.

The committee will comprise three (3) members of the union and three (3) representatives of the employer.

Dated this 31 day of May 2006 at Surrey, B.C.

FOR THE UNION

Susan Zander  
Darcy Copan

FOR THE EMPLOYER

Kyle Uno  
Brian Bastien

**APPENDIX A**  
**EMPLOYMENT STANDARDS ACT**

**PART 6 – LEAVES AND JURY DUTY**

- 50. Pregnancy leave** – (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.
- 51. Parental Leave** – (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) of this section.
- 54. Duties of employer – (1)** An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- (2) An employer must not, because of an employee's pregnancy or a leave allowed by this Part,
  - (a) terminate employment, or
  - (b) change a condition of employment without the employee's written consent.
- (3) As soon as the leave ends, the employer must place the employee
  - (a) in the position the employee held before taking leave under this Part, or
  - (b) in a comparable position.
- (4) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collection agreement, comply with subsection (3) as soon as operations are resumed.

**APPENDIX B**  
**FAMILY EMERGENCY LEAVE**

Family Emergency Leave will include but not be limited to the following:

1. Marital breakup
2. Serious family illness requiring the employee to be with or to care for the ill family member.
3. Time to be taken before or after the death of a family member other than bereavement leave.
4. In the event an employee or family member is involved with a "recovery" program requiring the active participation of the employee.

An example of what would not be a Family Emergency Leave is a wedding out of the country. This would be a normal leave of absence issue. A sudden illness or injury to a family member out of the country would be a legitimate Family Emergency Leave.

This type of leave is not to be used for frivolous purposes, but for real need.

**APPENDIX C  
APPRENTICESHIP TRAINING PLAN**

- (1) School District No. 36 (Surrey) recognizes the opportunity for apprenticeship training to take place in the following trades:
  - (a) Painting/Decorating
  - (b) Roofing, Damp and Water Proofing
  - (c) Benchwork/Joinery
- (2) As expertise may change and permit further/other apprenticeship opportunities or invite changes in 1(a) - (c) above, it is also recognized that either the Union or the Board may reapply to the Apprenticeship Training Program Branch for recognition or alteration of trades/programs training.
- (3) Given the current instability in the labour market, it is agreed that no apprentices would be hired to work for School District No. 36 (Surrey) in any trade in which there are laid off tradesmen either still employed in other classification with the district or still on layoff with recall rights as specified under the 1983 collective agreement.

APPRENTICESHIP TRAINING PLAN  
Between  
SCHOOL DISTRICT #36 (SURREY)  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)  
LOCAL 728

The following Memorandum of Agreement dated November 5th, 1984 is entered into between the Employer and the Union to establish an Apprenticeship Training Plan (ATP) in the district and is to become part of the collective agreement marked "Appendix C".

**PURPOSE**

School District #36 (Surrey) and the Canadian Union of Public Employees (CUPE) Local 728 do hereby agree to enter into an Apprenticeship Training Plan (ATP) as defined and described hereafter.

Purposes of the ATP are as follows:

1. To provide on-the-job training for employees as apprentices in trades in which there are expected to be vacancies or new positions created by the end of the apprenticeship training period;

2. to provide current employees of the district in Trades Helper and other semi-skilled categories an opportunity to upgrade their skills to become journeymen;
3. to provide the potential opportunity for students of the school district to obtain trades qualification through employment with the district after graduation;
4. to provide the Board with superior quality employees while at the same time protecting the rights and prerogatives of Union members;
5. to do away with the need in future for the Board to hire any more Trades Helpers, in favour of either journeymen or apprentices.

It is recognized that some unforeseen problems may arise in respect to this first Apprenticeship Training Program. Therefore, it is agreed that such problems shall be discussed between the Union and the Employer with a view to the settlement of the problems to the mutual satisfaction of both parties.

#### CONDITIONS OF APPRENTICESHIP OPPORTUNITIES

1. School District #36 (Surrey) recognizes the opportunity for apprenticeship training to take place in the following trades:
  - (a) Painting/Decorating
  - (b) Roofing, Damp and Waterproofing
  - (c) Benchwork/Joinery
2. As expertise may change and permit further/other apprenticeship opportunities or invite changes in (a - c) above, it is also recognized that either the Union or the Board may reapply to the Apprenticeship Training Program Branch for recognition or alteration of trades/programs training.
3. Given the uncertainty in the labour market as at the signing date of this agreement, it is agreed that no apprentices be hired to work for the Board in any trade in which there are laid-off tradesmen either still employed in other classifications with the district or still on layoff with recall rights as specified under the collective agreement.

#### STRUCTURE

##### Section 1

- The Board will ensure that apprentices be given the necessary on-the-job practical training;
- Entrance to any apprenticeship will be subject to the applicant meeting the standards required for acceptance by the Apprenticeship and Industrial Training Branch.

- This agreement and contracts of apprenticeship entered into pursuant to this agreement shall be governed by the provisions of the Apprenticeship Act.
- No provision of this agreement shall infringe upon or limit the Employer's right to hire, discharge or layoff employees as circumstances warrant;
- Every apprentice shall be bound by all the provisions of the collective agreement prevailing between the Employer and the Union;
- All vacancies for new apprentice positions shall be posted and filled in accordance with the provisions of the collective agreement.

## QUALIFICATIONS

### Section II

1. Each of the employees listed in Schedule "A" attached shall be paid as a journeyman in the trade designated opposite their name while employed in such trade.
2. Subject to Section II, Clause 4 (a - c) following, each of the Trades Helpers listed in Schedule "B" attached shall apply for examination for a certificate of proficiency in the trade after their name within sixty (60) days of the effective date of this agreement.
  - (a) Applications are made to the Director of Apprenticeship and Industrial Training appointed in the provisions of the Apprenticeship and Tradesmen's Qualification Act (hereinafter referred to as "the Director" and "the Act" respectively).
  - (b) Schedule "B" employees who successfully complete their trades qualification examination at the first opportunity provided by said Director will qualify as a journeyman and henceforth be paid accordingly.
3.
  - (a) Every employee described in Clause 2 above who fails the examination taken or who is refused an opportunity to write the examination by the Director may apply for entry into a contract of apprenticeship in the grade designated opposite their name.
  - (b) Such applicants shall be accepted by the Employer as an apprentice at the appropriate level if they are approved for an apprenticeship with the district by the Director.
4.
  - (a) Any Schedule "B" employee who has reached their forty-fifth (45th) birthday as of the date of this agreement may elect to not write the qualifying examination or to participate in the ATP.
  - (b) Such employees shall make that opt-out election within sixty (60) days of the date of this agreement.

- (c) Employees named in Schedule "B"
  - (i) who opt-out as in clauses 4 (a - b) preceding, or
  - (ii) who fail the qualifying examination under Clause 2 above and who subsequently decline to become an apprentice, or
  - (iii) who are refused entrance into an apprenticeship contract by the Director shall be retained by the Employer in their last regular position at the rate of pay provided for in the collective agreement between the employer and the Union. Such employees shall be "red-circled" and shall not thereafter be entitled to progress to a higher increment level in that classification (i.e. to progress from TH-I to TH-II.)

## LAYOFFS/SENIORITY

### Section III

For the purpose of layoff of journeymen and apprentices within the trades of the School District, apprentices and journeymen shall be separate as to classification and seniority, as follows:

- (i) In the event of a reduction in trades sections, layoffs shall occur in the following order: (1st) red-circled Trades Helper I's and apprentices with two or fewer years of apprenticeship; (2nd) all other apprentices; (3rd) red-circled Trades Helper II's; (4th) journeymen. All laid off employees will, however, be able to exercise their seniority in other classifications as dictated by the collective agreement.
- (ii) If apprentices are laid off, seniority as an apprentice shall determine order of layoff.
- (iii) In the event of recall or re-hire, classifications filled shall be in reverse order described in sub-clause (i) above.

## SCOPE OF PLAN

### Section IV

1. Subject to the obligations of the Employer under Section II, Clause 3(b) above to employ as apprentices those employees who fail their qualifications exams for their respective designated trades, the Employer may also employ up to one (1) apprentice to four (4) journeymen, provided however, that:
  - (i) the Employer may authorize apprentices in trades where the number of journeymen is fewer than four, if an apprenticeship is deemed warranted.
  - (ii) during the initial implementation phase of this Apprenticeship Training Plan, the maximum may be exceeded at the discretion of the Employer by reason

of applications for apprenticeships from incumbent trades helpers applying under Section II, clause 3 (b) above, and

- (iii) the Board will ensure that the apprentice to journeyman ratio is sufficient to respond to future planning needs in any trade (without, however, prejudicing the Board's right to hire journeymen in preference to hiring apprentices).
2. (a) Every apprentice who has obtained a certificate of proficiency or a certificate of apprenticeship in their designated trade under the Act for whom no journeyman's position is immediately open in the district shall, subject to the availability of work, be retained on staff in the district for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in the contract of apprenticeship.
  - (b) After expiration of the said six (6) month period, the Employer shall have no obligation to offer them employment as a journeyman.
  - (c) In the event a position is not available for a graduate apprentice as a journeyman in their trade, they shall exercise their seniority as per the collective agreement.

## APPRENTICESHIP PROBATION

### Section V

1. (a) An employee who applies to the Employer to enter into an apprenticeship contract with the Employer and is accepted as a prospective apprentice shall serve a three (3) month probationary period provided the Director has approved the probationary contract of apprenticeship.
  - (b) The employer may only extend the probationary period with the express permission of the Apprenticeship Branch or as provided under Section VII (5) following.
2. Upon the completion of the probationary period by the apprentice to the satisfaction of his superintendent, the Employer and the apprentice shall execute an apprenticeship contract and the three (3) months probationary period shall be considered part of the first year of apprenticeship.
  3. Any employee who fails to complete the probationary period for any reason or fails to execute an apprenticeship contract shall retain their overall district seniority and shall be transferred back to their former position (or otherwise exercise their seniority) pursuant to the collective agreement.

## APPRENTICESHIP COURSEWORK

## Section VI

1. An apprentice shall be paid their regular rate of pay while attending full-time courses set by a training authority established under the Act during each year of apprenticeship.
2. Where possible, however, the apprentice will be directed to undertake coursework during times other than normally scheduled work hours.
3. The Employer has no obligation to authorize time off for coursework or exam writing for more than one trade apprenticeship per employee.
4. An apprentice failing the qualifications exam shall be permitted to repeat the examination only once at the next available examination period if his superintendent considers his in-shop performance adequate. Should the second examination be failed, the apprentice's contract shall be terminated and he shall revert to his previous regular position, if applicable, or exercise seniority rights as per the collective agreement, or be laid off.
5.
  - (a) Where an apprentice incurs delay in taking one of the tests due to unavailability of an examination or rescheduling of an examination, the delay shall not prejudice their right to any wage increments provided for in this agreement.
  - (b) Such pay due and owing shall not be paid, however, until the apprentice has passed the examination, but shall be retroactive to the increment date.
  - (c) Responsibility for providing examination results rests solely with the employee.
6. Apprentices shall be required to attend any and all classes pertaining to their trade as laid down by the Apprenticeship Branch.
7.
  - (a) In cases of failure on the part of any apprentice to fulfill his obligations in respect to school attendance, the Employer -- subject always to the grievance procedure contained in the collective agreement -- shall have the authority to recommend to the Apprenticeship Branch that it suspend or revoke the apprenticeship and agreement, and will notify the Union of the violation.
  - (b) Any appeal through the grievance procedure shall be processed prior to a recommendation being made to the Apprenticeship Branch.
  - (c) Pending resolution of the grievance launched in Clause 7(a) above, the employee shall not qualify for further apprenticeship wage increments.
  - (d) Should the Branch uphold the agreement or the grievance succeed, any increments withheld shall be paid retroactive to their due date.

## APPRENTICESHIP CONTRACTS

### Section VII

1. Apprenticeship contracts shall be prepared before the end of the probationary period and shall be signed by the apprentice (and, if a minor, their parent or guardian).
2. Each applicant for an apprenticeship (and if they are a minor, their parent or guardian) shall be given an opportunity to read a statement of apprenticeship standards before signing the apprenticeship contract.
3. Every apprenticeship contract entered into under these standards of apprenticeship shall contain a clause making these standards a part of the agreement with the same effect as if expressly written therein.
4. Copies of each apprenticeship contract, completely filled out, shall be given to the apprentice and the Union.
5. Where an apprentice is absent from work for a substantial period in any year, the Employer -- after consultation with and with the approval of the Apprenticeship Branch -- shall extend the term of such apprentice's contract for the duration of the sickness, injury, or leave of absence. Any wage increments normally due will be delayed accordingly, and the Union advised in writing.

## HOURS OF WORK

### Section VIII

1. The apprentice's hours of work shall be the same as those of the journeyman. During times an apprentice is scheduled to attend school classes, however, the Employer may not call him in to work. Nevertheless the apprentice may, however, be required to service emergencies prior to or after scheduled classes. In such instances normal overtime rates of pay will apply.
2. Apprentices shall be paid overtime rates in accordance with the overtime provisions contained in the current collective agreement, based on the apprentice's regular rate of pay.

## RATES OF PAY

### Section IX

1. Every employee described in Section II, Clause 3 (a - b) who enters into a contract of apprenticeship with the Employer shall be paid during the term of such contract the higher of:
  - (i) their last regular rate of pay as of the date of their contract of apprenticeship (without any further experience increments during the term of the contract of apprenticeship), or
  - (ii) the rate of pay established by the terms of the collective agreement between the Employer and the Union for the appropriate apprenticeship level attained from time to time under the contract.
  
2. For all other apprentices, remuneration shall be as outlined in Wage Schedules in the collective agreement.

MISCELLANEOUS

Section X

1. Every journeyman in apprenticeship trades taken on staff after the date of this agreement shall be required to have a B.C. trades qualification (TQ) certificate of proficiency and a certificate of apprenticeship or its equivalent in their designated trade as required by the Act.

SIGNATORIES

Section XI

For the Union

For the Employer

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

## **APPENDIX D**

### **Letter of Understanding (LOU)**

**Between**

**BC Public School Employers' Association**

**And**

**School Boards who are Signatories to this LOU**

**And**

**Support Staff Unions who are Signatories to this LOU**

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are Signatories to this LOU.

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non-cost issues agreed to between the parties.

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

#### **Term**

July 1, 2006 to June 30, 2010

#### **General Wage Increase**

July 1, 2006	2%
July 1, 2007	2%
July 1, 2008	2%
July 1, 2009	2%

#### **Incentive Payment**

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

The following principles for distribution shall guide the parties in the distribution of this one-time funding:

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.

- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
  - maternity or parental
  - short-term disability
  - long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
  - leaves granted to employees in receipt of workers' compensation benefits

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

Subject to the allocated funding above, the local and the district may also choose to allocate the funds in a manner consistent with the district's staffing structure.

## **Public Education Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee**

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:
  - a. an employee demographic analysis; and
  - b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

In the event the Committee cannot agree on any of the matters within its jurisdiction, these matters will be referred to Mark Brown for mediation and, if, necessary final adjudication.

### **Skills Enhancement and Retraining Funding**

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million).

These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.

4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

#### **Apprenticeship Opportunities Funding**

6. The Committee will be provided with a one-time payment equal to a maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.
7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

#### **Apprentice Sponsor Funding**

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2007	\$828,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

## **Workforce Adjustment Committee Funding**

14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.
15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

## **Labour Market Adjustment Fund**

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
  - i. Demonstrating evidence of recruitment or retention difficulties;
  - ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
  - iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
  - iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
  - v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

Adjustments proposed under this paragraph must be funded through demonstrable cost neutral trade-offs.

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below):

July 1, 2007	\$1,656,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.

21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

### **Trades Adjustment**

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2006	\$1,656,000
July 1, 2007	\$828,000
July 1, 2008	\$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

### **Liaison on Education Policy Matters**

27. The Minister of Education will establish scheduled opportunities for representatives of support staff unions to discuss education policy matters that have employment implications for their bargaining unit members.

### **Education Assistants Committee**

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.
29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

### **Long Term Disability and Joint Early Intervention**

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall

be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

31. Once the PEBT is able to do so, 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 benefit carrier(s)/consultants, as soon as possible; or
  - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
32. 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.

## **Fiscal Dividend**

33. Each Memorandum of Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus.

### **THE PARTIES AGREE AS FOLLOWS:**

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

#### **1.0 Fiscal Dividend:**

- 1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

- 1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.
- 1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:
- All leaves with pay
  - Maternity and parental leave
  - All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

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