COLLECTIVE AGREEMENT

between

School District No. 38
(Richmond)

and

Canadian Union of Public Employees
Local 716

July 1, 2014 to June 30, 2019
# 2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

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2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO THIS 3rd DAY of March, A.D., 2012

between THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 38
(RICHMOND), (HEREINAFTER CALLED "THE BOARD")

OF THE FIRST PART

and THE CANADIAN UNION OF PUBLIC EMPLOYEES, RICHMOND
SCHOOL BOARD EMPLOYEES' UNION, LOCAL 716, (HEREINAFTER
CALLED "THE UNION")

OF THE SECOND PART.

PREAMBLE

WHEREAS it is the responsibility of all parties to this Agreement to work for the effective and efficient operation of the schools in the School District, all in accordance with the School Act, recognizing meanwhile the parties responsibilities and obligations each to the other as hereinafter set forth;

AND WHEREAS, it is the desire of both parties to this Agreement to maintain a harmonious relationship between the Board and the employees;

AND WHEREAS, the Union shares with the Board a desire to provide this District with efficient service through the medium of the members' labours;

AND WHEREAS, to reach these objectives, both parties recognize the mutual value of joint discussion and negotiation in all matters pertaining to the well-being, morale and security of those employees included in the bargaining unit; for the purpose of implementing the spirit and intent of the foregoing, and without surrendering the right of the Board to determine policy, it is agreed that changes in policy possibly affecting the employees' security or the Union's sphere of bargaining authority will be discussed and negotiated with the Union prior to implementation so that the Union's representatives will, having been advised of such contemplated change, be afforded the opportunity to consult with the Board's representatives in the advisability and practical application of such contemplated change;

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:
ARTICLE 1
TERM OF AGREEMENT

This Agreement shall remain in full force and effect from **July 1, 2014 to June 30, 2019** and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

In the event that either party exercises its rights to commence collective bargaining, this Agreement shall remain in full force and effect until a revised or new Collective Agreement is consummated.

The Board and the Union agree to exchange, at the first meeting of the parties' Negotiating Committees following notice to commence collective bargaining, proposals of any changes or amendments to the Agreement either party may desire.

Present Conditions and Benefits
Any working conditions and welfare benefits or other conditions of employment at present in force which are not specifically mentioned in this Agreement and are not contrary to its intent, shall continue in full force and effect for the duration of this Agreement.

Legislative Change
Should an amendment to any statute or regulation render any part of this Agreement unenforceable or null and void, the remainder of the terms of the Agreement shall continue; and in that event, the parties shall meet to determine mutually acceptable provisions which will achieve the original intent of the Agreement to the full extent legally possible. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration as provided for in this Agreement.
2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

ARTICLE 2
MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the management, supervision and control of the Board's operation and the direction of the working force shall remain the exclusive function of Management provided that such Management and direction does not contravene the express provisions of this Agreement.

The Board shall have the right to select and promote its employees and to discipline or discharge them for proper cause, provided that employees shall retain the right of appeal under the grievance procedure contained in this Agreement.

No Discrimination
There shall be no discrimination against any person covered by this Agreement on the basis of age, race, sex or sexual orientation, colour, creed, religious or political affiliation, national origin, marital or parental status, family status, physical disability, or membership or activity in the Union. In particular there shall be no such discrimination in terms of hiring, promotion, salary, discipline, dismissal, layoff and recall, except with respect to bona fide job requirements.

UNION SECURITY

Section 1 Bargaining Agency
The Board recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent in respect to wages, hours, working conditions, adjustment of grievances and other conditions as are in this Agreement. Further, the Board will not enter into private arrangements or enter into any agreement with any employee or group of employees within the bargaining unit.

Section 2 Deduct Dues
a) The Board agrees to deduct Union dues and/or levies according to the Constitution and Bylaws of the Union, from all employees who come within the certificate of bargaining authority of the Union.

b) Necessary adjustments in dues structure arising from promotion, demotion or transfer, will be made by the Payroll Department.

c) Union dues will be reported on T-4 forms.

d) Forty-five (45) calendar days notice and implementation will be provided to the Board of any change in dues structure requiring computer reprogramming. All other changes to take effect after the next full pay period.
Section 3  Remit Dues
The Board agrees to remit the deductions made under Section 2 to the Union by the end of the month, together with a list of the names of the employees from whom such deductions were made.

Section 4  Union Membership
All employees of the Board shall, as a condition of continued employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union.

Section 5  Union Officials
The Union shall provide the Board with a list of its elected officers, shop stewards and any other official representatives. The list shall be kept current by the Union at all times.

Section 6  New Employees
a) The Board will notify the Union Secretary and appropriate Shop Steward of the name, address, position and location of each new employee within two (2) weeks of the date of appointment to staff. On commencement of employment, the new employee will be notified by the Board of the name and work location of the appropriate Shop Steward.

b) The Board will provide an orientation to all new employees within sixty (60) days of the commencement of their employment to acquaint them with the basic operation of the School District.

Section 7  Collective Agreement & Addenda
a) New employees shall be presented with a copy of this Agreement by the Board on commencement of employment.

b) The Board shall forward to all employees a copy of each new contract and addendum negotiated.

Section 8  Picket Line
It is understood and agreed that no employees, individually or collectively, will be required to enter any building or property where a picket line is in evidence, when such picket line is established by a recognized trade union.

Section 9  Access to Information
The Board shall provide to the Union the following:
 a) Financial information including annual financial reports and audits, school district budgets, preliminary and fiscal frameworks, statements of final determination and other information available to the public.
b) A copy of the agenda shall be sent to the Union when distributed to the Board. In addition, the Board public package (minutes and attachments) shall be delivered to the Union in a timely manner. One copy of the Board public package shall be available at the Board meeting for a CUPE representative.

c) A list of names, work locations, hours assigned and classification of employees each October 30, January 30, February 28, and July 30 reflecting the status of employees on the last working day of the previous month. It is understood that the Union, upon reasonable notice, shall be given additional lists from time to time as required.
ARTICLE 3
COMMITTEES AND MEETINGS

Section 1 Board's Negotiating Committee
The Board's Negotiating Committee will comprise two Trustees, the Superintendent of Schools, and such other employees as the Board may determine.

Section 2 Size of Union Negotiating Committee
The Union Negotiating Committee shall consist of no more than seven (7) members of C.U.P.E., Local 716 and C.U.P.E. National Representatives.

Section 3 Committees & Meetings
Joint meetings should occur at least every second month and that such meetings be between the Board's Committee and the Union's Committee, each comprising four or five persons, who would have the opportunity to discuss matters of a general nature which fall outside the scope of normal discussions by negotiating committees.

Section 4 Notice of Meetings
In the event either party wishes to call a joint meeting of the Negotiating Committees, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

Section 5 Interpretation of Agreement
Any questions regarding the interpretation of this Agreement shall be decided by a meeting of the Union Negotiating Committee and the Board or its representatives in accordance with Article 3, Section 4 (Notice of Meeting) of this Agreement. However, in the event that the parties fail to agree to the interpretation, such interpretation shall be decided by reference to a Board of Arbitration established in accordance with Article 4 (Grievance Procedure) of this Agreement.
2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

ARTICLE 4
GRIEVANCE PROCEDURE

Section 1 Application
In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether any matter is arbitrable, such difference or question shall be settled finally and conclusively without stoppage of work, in accordance with the procedures laid down in Section 2 below.

It is agreed that there should be regular discussion of concerns and full information sharing between staff and Union representatives, so that concerns can be resolved before parties take opposing positions.

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

Section 2 Procedure

Step 1 Without delay, the employee and/or the Shop Steward shall take up the difference or grievance with the employee’s immediate Supervisor. If the difference or grievance is not settled immediately to the satisfaction of the employee, then

Step 2 Within five (5) working days of the difference or grievance arising, the matter shall be reduced to writing and presented by the employee and/or a representative of the Union in person to the Superintendent of Schools or designate. If the difference or grievance is not settled by the Superintendent of Schools or designate to the satisfaction of the employee within two working days of meeting with the employee and the Union representative, then

Step 3 a) Within ten (10) working days of the meeting between the Superintendent of Schools, or designate, the employee and/or the Union representative, the matter shall be taken up by the employee and the representative of the Union with the Superintendent of Schools or designate. The School Board, through its structure, shall notify the Union of its decision in writing within five (5) working days of the next School Board meeting. If the School Board decision is not satisfactory to the Union membership, then

b) for serious matters (i.e. suspension or termination of an employee), the Union shall be permitted to make a presentation to the Board or standing committee of the Board when an appeal of a decision is sought.

c) Whenever practical, as per Article 4, Section 2 of the Collective Agreement, when a matter is unresolved after a third step grievance meeting, use may be made of the dispute resolution
mechanism provided for under Section 87 of the Labour Relations Code.

d) In situations covered by 3 b) and 3 c), the parties agree to waive the time limits within the Collective Agreement until a decision is rendered.

Step 4 Within five (5) working days from the date on which the next Union meeting is held, the Union shall submit the matter to Arbitration by notifying the School Board accordingly in writing.

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

Step 6 Within five (5) working days of the date on which written notification is received from the Union, the School Board shall appoint its member to the Arbitration Board.

Step 7 The Board of Arbitration shall consist of two (2) members appointed by the parties and the third member who shall be Chairperson, shall be appointed by the two (2) members appointed by the parties.

Step 8 The Chairperson of the Arbitration Board is to be appointed within five (5) days of the date of appointment of the School Board's member.

Step 9 Should the members appointed by the parties fail to agree to a Chairperson within the said five (5) days, then the Minister of Labour of the Province of B. C. shall be requested to appoint a Chairperson.

Section 3 Arbitration Board's Decision
The majority decision of the Board of Arbitration shall be final and binding on both parties and each party shall bear the expense of their Arbitrator and shall also pay one-half the expenses of the Chairperson. The Board of Arbitration shall be requested to finally settle such difference or grievance within ten (10) days after the appointment of the Chairperson.

Section 4 Extension of Time Limits
Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties in writing.

Section 5 Substitution of Penalty
The provisions of Section 89 (Authority of Arbitration Board) of the Labour Relations Code will apply.
ARTICLE 5
DEFINITION OF EMPLOYEES

Section 1 Definitions

a) Regular Employees
   i) Regular employees are those working three (3) hours per day for five
days per week or fifteen (15) hours or more per week, who have
satisfactorily completed twenty-six (26) weeks of continuous
employment as a probationary, temporary, or substitute employee.
Regular employees shall be entitled to benefits incorporated in this
agreement in proportion to their time worked.

   ii) For the purposes of clarification "continuous employment" shall include
and not be interrupted by Christmas and Spring Breaks, provided the
assignment starts before and ends after the break.

   iii) It is understood that a substitute employee must be working in a single
assignment for the full twenty-six (26) week period described above. It
is further understood that a single assignment may include minor
changes in job duties or multiple work locations or assignments where
the ongoing assignment is as a result of the continuous absence of a
single regular employee.

   iv) A regular employee, whose hours of work are reduced by the Board to
three (3) hours per day for five (5) days a week or fifteen (15) hours per
week or less, shall continue to be considered a regular employee as
defined in this section for purposes of entitlement to benefits
incorporated in this Agreement.

   v) A regular employee whose hours of work are reduced by the Board to
three (3) hours per day for five (5) days a week or fifteen (15) hours per
week or less, shall have the option to continue as a contributor to the
Municipal Superannuation Plan. This option shall be exercised in
writing and may not be changed.

b) Casual part-time employees are those employees engaged to perform specific
tasks not involving in excess of three (3) hours per day for five (5) days per
week or fifteen (15) hours per week, and who are paid at an hourly rate of
pay for the position held. Such employees are not entitled to claim welfare
benefits incorporated in this Agreement.

c) Temporary employees are engaged for specific projects or to cover the
prolonged absence of a regular employee for a period not exceeding two (2)
months except by mutual consent of both parties to this Agreement. Such
employees are not entitled to claim welfare benefits included in this
Agreement, subject however, to subsection (a).

d) Substitutes are employees who are not normally employed on a regular basis
and who are called in to substitute for staff members as required. They may
be employed as relief staff in higher rated categories as might from time to
time be required. However, should it be anticipated that such relief will be
required for prolonged periods (i.e. in excess of one (1) week's duration), replacement shall be drawn from the regular staff, selected when feasible on a seniority basis. Substitute employees may replace any regular staff so temporarily transferred.

e) Notwithstanding the provisions of subsection (c) above, persons may be employed on groundwork for the period April to October inclusive as temporary employees.

f) Temporary employees defined in subsection (c), (d), and (e) above will not be entitled to benefits enjoyed by the Union, but the provisions of Article 21 (Promotions, Demotions, Re-classifications and Layoffs) shall be applicable.

g) Probationary employees are those employees hired to fill a position on the regular staff who are serving a period of not more than six (6) months in order to determine suitability for continued employment.

An employee who works a minimum of five (5) uninterrupted weeks in a vacant position and is the successful applicant when that position is posted and commences in that assignment without interruption shall have that time worked credited toward completion of the probationary period.

Section 2 Confirmation

When an employee is appointed to the regular staff, the date of commencement of the probationary period shall be the anniversary date for the purpose of calculating service for any benefits in this Agreement. However, when such an employee has prior temporary employment with the Board, the employee's anniversary date will be ante-dated to allow for those days of temporary employment falling within the twelve (12) month period immediately preceding the date of commencement of probation.

Section 3 Temporary Position

To avoid confusion and conflict, a temporary position, as opposed to a temporary employee, is defined as follows:

a) A temporary position is one created to fill a specific work requirement which is anticipated to be of limited duration. Such a position may be filled by either a temporary employee, a casual part-time employee, or a regular employee, dependent upon the requirements of the position. Prior to establishing and filling such a position, it will be discussed with the Union to mutually establish the anticipated duration, the best manner of filling such a position and the consequences of it being filled by a regular employee.

b) A regular employee who posts into a temporary position shall return to their regular position at the end of the temporary assignment, if the temporary assignment:
   i) is in a different classification from their regular position; or
   ii) is a different shift from their regular position; or
iii) pays more than the regular position during the course of the assignment.

At the end of a temporary assignment which does not meet one of the above criteria, the employee shall be deemed to be a regular unassigned employee in their former classification with no loss of pay or benefits.

Section 4 Assignment of Substitutes
The Board agrees that in assigning substitute work it will make every effort to use a single employee in each continuous assignment, and that ongoing, long-term vacancies will not be filled by assigning a series of substitute employees.
ARTICLE 6
RENUMERATION

Section 1  Salary Scale
The schedule of salaries attached to this Agreement shall form a part thereof, and shall prevail and govern during the term of this Agreement. (Schedule "A" - Salary Schedule).

Section 2  Pay Periods
The Board agrees to maintain a two-weekly pay period during the life of this Agreement.

Section 3  Work Week
The work week is deemed to commence at midnight Saturday.
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ARTICLE 7
CLERICAL STAFF HOURS OF WORK & OVERTIME

Section 1  35 Hour Week
   a) The hours of work for clerical staff shall be Monday to Friday inclusive, between the hours of 7:00 a.m. and 5:00 p.m., with the exception of the Call Board Operator and employees in the Continuing Education Division.

   Regular hours of work shall be seven (7) consecutive hours per day, exclusive of one hour for lunch, or one-half hour for lunch at the employee's request and with the approval of the Supervisor, and thirty-five (35) hours per week, always provided that all school offices, the Maintenance Shop and the School Board Administration Offices are adequately staffed from 8:30 a.m. to 4:30 p.m. during the school year.

Section 2  Overtime
   Hours worked in excess of seven (7) in a twenty-four (24) hour period commencing with the start of such shift shall be deemed to be overtime. The first four (4) hours overtime in any week shall be paid at the rate of time and one-half (1 1/2) and all subsequent overtime in that week at the rate of double time.
   Double time will be paid to all except casual part-time employees for all call-outs on Saturdays, Sundays or holidays exclusive of normal holiday pay the employee is entitled to under Article 18 (Statutory Holidays). For the purpose of computing the overtime rate, the two-weekly salary shall be divided by 70, being the number of working hours in a pay period. It is agreed that casual part-time, substitute or temporary employees will not be called upon to do work that would normally be done by regular employees, except in emergent circumstances.

Section 3  Clerical - 10 Month Year
   All Elementary School Administrative Assistants, Richmond Virtual School – Clerical Support and Administrative Assistants in the Administration Office, Support Services Department, and Secondary schools, as appointed, are classified as ten (10) month employees and are deemed to be employed from the Monday of the week prior to school opening in September to the Friday of the week following school closure in June; and are deemed to be laid off for the period in between.

Section 4  Library Technicians – 10 Month Year
   Library Technicians are classified as ten (10) month employees and are deemed to be employed from the day of school opening in September to the day of school closure in June; and they are deemed to be laid off for the period in between.

Section 5  Casual Labour
   Casual part-time employees will be paid only straight time rates except where total hours worked exceed seven (7) hours per day or thirty-five (35) hours per week.
Section 6  Shift Differential – Callboard Operators
In recognition of work performed before 7:00 a.m., regular full-time and part-time Callboard Operators and Senior Callboard Operator shall receive a daily shift differential equal to half-hour straight-time pay in addition to pay for hours worked.
ARTICLE 8
MAINTENANCE STAFF HOURS OF WORK & OVERTIME

Section 1  40 Hour Week

a) Regular hours of work shall be eight (8) consecutive hours per day exclusive of lunch break between the hours of 7:00 a.m. and 5:00 p.m. and forty (40) hours per week.

b) An afternoon shift, where mutually agreed between the Board and the Union, shall be between the hours of 2:00 p.m. and 12:00 midnight. Where an afternoon shift is instituted and the major portion of the shift occurs after 5:00 p.m., the employee shall work seven and one-half (7 1/2) hours and be paid for eight (8) hours.

It is understood that the assignment of employees to afternoon shifts shall be limited to expediting seasonal work or specific projects.

Section 2  Overtime

Hours worked in excess of eight (8) in a twenty-four (24) hour period commencing with the start of such shift shall be deemed to be overtime. However, where an employee of the Maintenance Department works two separate shifts in a twenty-four (24) hour period, and there is a break of at least seven (7) hours between the shifts, the second shift will not be deemed to be overtime. The first four (4) hours overtime in any week shall be paid at the rate of time and one-half (1 1/2) and all subsequent overtime in that week at the rate of double time. Double time will be paid to all except casual part-time employees for all call-outs on Saturdays and Sundays or holidays, exclusive of normal holiday pay the employee is entitled to under Article 18 (Statutory Holidays). For the purpose of computing the overtime rate, the two-weekly salary shall be divided by eighty (80), being the number of hours in a pay period.

Within the Maintenance and Operations departments, scheduled overtime shall be assigned based on seniority and appropriate qualifications for the work to be done. Assignments will be drawn from an Expression of Interest list prepared no later than September 15th annually.

It is agreed that casual part-time, substitute or temporary employees will not be called upon to do work that would normally be done by regular employees, except in emergent circumstances.

Section 3  Casual Labour

Casual part-time employees will be paid only straight time rates except where total hours worked exceeds eight (8) hours per day or forty (40) hours per week.
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ARTICLE 9
OPERATIONS STAFF HOURS OF WORK & OVERTIME

Section 1 40 Hours Week
Regular hours of work shall be eight (8) consecutive hours per day exclusive of the lunch break and forty (40) hours per week.

a) a day shift shall be between the hours of 5:00 a.m. and 5:00 p.m.

b) an afternoon shift shall be between the hours of 2:00 p.m. and 12:00 midnight.

c) a night shift shall be between the hours of 10:00 p.m. and 8:00 a.m.

Section 2 Differential
a) Where an afternoon shift is instituted and the major portion of the shift occurs after 5:00 p.m., the employee shall work seven and one-half (7 1/2) hours and be paid for eight (8) hours.

b) Where a night shift is instituted and the major portion of such shift occurs after 11:00 p.m., the employee shall work seven (7) hours and be paid for eight (8) hours.

Section 3 Overtime
Hours worked in excess of eight (8) in a twenty-four (24) hour period commencing with the start of such shift shall be deemed to be overtime. However, where an employee of the Operations Department works two separate shifts in a twenty-four (24) hour period, and there is a break of at least seven (7) hours between the shifts, the second shift will not be deemed to be overtime. The first four (4) hours overtime in any week shall be paid at the rate of time and one-half (1 1/2) and all subsequent overtime in that week at the rate of double time. Double time will be paid to all except casual part-time employees for all call-outs on Saturdays and Sundays or holidays, exclusive of normal holiday pay the employee is entitled to under Article 18 (Statutory Holiday). For the purpose of computing the overtime rate, the two-weekly salary shall be divided by eighty (80), being the number of hours in a pay period.

Within the Maintenance and Operations departments, scheduled overtime shall be assigned based on seniority and appropriate qualifications for the work to be done. Assignments will be drawn from an Expression of Interest list prepared no later than September 15th annually.

It is agreed that casual part-time, substitute or temporary employees will not be called upon to do work that would normally be done by regular employees, except in emergent circumstances.
Section 4  Casual Labour
Casual part-time employees will be paid only straight time rates except where total hours worked exceeds eight (8) hours per day or forty (40) hours per week.

Section 5  Summer Hours of Work – Day Care Centres
The Union and the Board agree that during the term of this agreement the day shift hours of 5:00 a.m. to 5:00 p.m. for the Operations staff may be extended to 7:00 p.m. during spring, summer and winter school breaks in no more than nine (9) schools specifically designated for day care. The Board will provide a list of the specific sites to the Union no later than June 1st of each year.

Both parties recognize that there may be other schools so designated and the Board shall inform the Union accordingly.
ARTICLE 10
BUS DRIVERS HOURS OF WORK & OVERTIME

Section 1 30 Hour Week
Regular hours of work shall be six (6) hours a day, including one (1) hour for cleaning and servicing buses. Time worked in excess of six (6) hours a day up to a maximum of eight (8) hours a day shall be paid for at straight time rate. Bus drivers shall be paid a minimum of two (2) hours for work performed after the regularly scheduled forenoon work and prior to the regularly scheduled afternoon work. However, hours worked in excess of eight (8) in a twenty-four (24) hour period commencing with the start of such shift and hours worked in excess of forty (40) in a week shall be deemed to be overtime. Furthermore, all driving time after 5:00 p.m. on those days on which the normal shift has been worked, shall be deemed to be overtime. The first four (4) hours overtime in any week shall be paid at the rate of time and one-half (1 1/2) and all subsequent overtime in that week at the rate of double time. Double time will be paid to all except casual employees for all call-outs on Saturdays and Sundays and holidays, exclusive of normal holiday pay the employee is entitled to under Article 18 (Statutory Holidays). For the purpose of computing the overtime rate, the two-weekly salary shall be divided by sixty (60), being the number of hours in a pay period.

It is agreed that casual part-time, substitute or temporary employees will not be called upon to do work that would normally be done by regular employees, except in emergent circumstances.

Section 2 Lunch Break
When a Bus Driver takes a daytime educational trip and there is waiting time between the hours of 11:00 a.m. and 1:00 p.m., then an unpaid lunch break of up to thirty (30) minutes is to be taken.

Section 3 Special Conditions of Service
a) Bus Drivers are classified as ten (10) month employees and are deemed to be employed from the working day prior to school opening in September up to and including the day following student dismissal in June and are deemed to be laid off for the period in between. It is understood that the working day prior to school opening shall be a six (6) hour day and the last working day in June shall be an eight (8) hour day.
b) On one day prior to school opening in September and on one day at the end of the school year, Bus Drivers are to thoroughly clean their buses. Where there are no working days prior to school opening, an additional day's pay will be issued for cleaning buses. On other scheduled school days when classes are not in session, Bus Drivers are to report to the Maintenance Shop for allocation of suitable duties.

c) Notwithstanding any other provisions in this Agreement, Bus Drivers will receive fringe benefits as follows:-
i) Statutory holidays and vacations will be paid on eight (8) hour a day basis.
ii) Sick leave will be accumulated and paid on an eight (8) hour a day basis.
iii) Salary for superannuation purposes will include overtime.
iv) Salary for Group Life Insurance purposes will be based on four-thirds (4/3) of annual salary.

d) When a vacancy for a Bus Driver arises from promotion, resignation, retirement or dismissal, regular Bus Drivers may apply to Department Head for the route which becomes vacant. In making such reassignments, the provisions of Article 21, Section 6 (Seniority) shall apply.
ARTICLE 11
PARA-EDUCATORS HOURS OF WORK & OVERTIME

Section 1  10 Month Year
Para-Educators are classified as ten (10) month employees and are deemed to be employed as follows:

Library Technicians, Laboratory Technicians, Career Information Advisors, Educational Assistants, Food Services Cooks and Aides, Kitchen Aides Elementary Counselling Support Workers, Crossroads Alternate Program Youth Support Workers, and Educational Assistant Consultant - from the day of school opening in September to the day of school closure in June;

Markers - from mid-September to mid-June (actual dates to be established each year).

Para-Educators are deemed to be laid off from their termination date in June to recommencement in September.

Section 2  Hours of Work & Overtime
a) The hours of work and overtime clauses for Clerical staff (Article 7, Section 2) apply to Para-Educators. However, Markers are normally employed on a part-time basis for less than seven (7) hours a day.

b) Employees requested to be in attendance at meetings to develop or discuss IEP’s shall do so on Board time.
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ARTICLE 12
TEN (10) MONTH EMPLOYEES HOURS OF WORK

Section 1 Definition
Para-Educators; Bus Drivers; Clerical Staff in Elementary Schools; and Clerical Staff in the Administration Office, Learning Services Department and Secondary schools, as appointed, are defined as ten (10) month employees.

Section 2 Payment of Salaries
Except for absence without pay, ten (10) month employees will be paid for the period between the date of commencement at the start of the school year and the date of layoff at the end of the school year.

Section 3 Working Days
Ten (10) month employees are required to work on all prescribed school days, regardless of whether classes are in session or not.

Section 4 10 Month Building Service Workers
Building Service Workers, appointed as 10 month employees, are deemed to be employed from the day of school opening in September to the day of school closure in June; and are deemed to be laid off for the period in between.

Bulletins of a general nature, indicating the availability of 10 and/or 12 month positions as Building Service Workers, will be issued in anticipation and/or as the result of vacancies arising.
ARTICLE 13
CALL-OUT, STANDBY & OVERTIME – REGULAR EMPLOYEES

Section 1 Call-out
All regular employees shall be paid a minimum of two (2) hours at double time, when they are called back, as set out in Section 2 below, to work after completing their regular shift or if they are called in to work prior to starting their regular shift. Call-outs are for a minimum of two hours of work. Should an employee be required to attend a subsequent call-out during these two hours, the call-out is deemed to be extended with work being paid at double time.

Section 2 Definition
For the purpose of this section only, a call-out is defined as any situation when an employee is called outside of the employee’s regular shift.

Section 3 Standby Allowance
A standby allowance for maintenance trades staff designated as being on standby during evenings, weekends and statutory holidays shall be $100.00 bi-weekly.

Section 4 Work Prior to Normal Hours
If any employee is required to report for work earlier than the normal hour for commencing the day’s work, and continues to work during the shift for that day, then the time so worked prior to the regular working hours shall be paid at the overtime rates set out in this Agreement.

Section 5 Equalization of Overtime
An employee shall not be required to lay off during regular hours to equalize any overtime worked.

Section 6 Overtime
Overtime work shall normally be on a voluntary basis. The Employer shall keep overtime to a minimum.

Section 7 Time Off in Lieu of Overtime
Authorized overtime will be paid at the appropriate rate. Overtime may be banked and taken as time off equivalent to the hours earned. The employee must indicate on his or her time sheet whether the overtime is to be banked or paid out. If there is no indication, then the overtime shall be paid out.

This provision does not apply to Bus Drivers.

This agreement is subject to the following regulations:
a) For 12 month staff, accumulation of banked overtime shall not exceed 10 working days at any one time per school year. By September 1 each year, any time so accumulated which has not been used will be paid out.
b) For 10 month staff, accumulated vacation carry-over and banked overtime together shall not exceed a total of 10 working days. By June 30 each year, any time so accumulated which has not been used will be paid out.
c) Employees who wish to use banked overtime shall obtain approval from the Department Head on the basis that the service will not be impaired and a minimum of substitution will be required.

Section 8 Meal Allowance
A meal allowance of $10.00 shall be paid to an employee who is required to work two (2) or more hours overtime after 5:00 p.m. provided the employee has not had a break of at least two (2) hours at the end of the employee’s regular shift.
ARTICLE 14
HOURS OF WORK

Section 1  Travelling Time
Where an employee is required to work at more than one location during the working day, travelling time between the various locations shall be considered part of the hours of work.

for example:
If a Janitor is normally required to work for three (3) hours at one school and four (4) hours at another school, it is in order for the employee to travel from the first school to the second school within the time allotment for either school without any deductions in pay.

Section 2  Christmas Eve Day/New Year's Eve Day
Employees required to work their last scheduled shift on Christmas Eve Day and/or New Year's Eve Day or days designated by mutual agreement in lieu thereof, will be permitted to terminate one and one-half (1 1/2) hours in advance of their normal time on those days without loss of pay.

Section 3  Rest Periods
Employees shall be permitted a fifteen (15) minute rest period, both in the first half and the second half of each shift. Rest periods shall be taken at times that will cause, in the opinion of the Supervisor, the least possible interference with the work in which the employees are engaged.

Section 4  Work at Home
Employees will not be required to perform regular work of the School District while at their residence.
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ARTICLE 15
FOUR HOUR MINIMUM WORK DAY

Section 1 The District is committed to providing a minimum of four (4) hours of work for regular employees reporting for work and for temporary employees who have posted into positions when reporting for work.

Section 2 Exemptions from the four (4) hour minimum:
   a) Noon Hour Supervisors
   b) Crossing guards
   c) Other positions by mutual agreement

Section 3 The four hours shall be consecutive but may exclude a lunch period of up to one hour.

Section 4 Bus Drivers are exempt from the requirement for consecutive hours. The daily hours shall be completed within a period of twelve (12) consecutive hours.

Section 5 Notwithstanding Article 21, Section 2 (Bulletins), subsection (a) where posting is required, additional hours of less than four hours may be posted as “additional hours” and are available to employees who are able to accept the hours in addition to the current assignment.

Section 6 The four-hour minimum for employees shall begin to be implemented immediately and shall be fully implemented no later than July 1, 2001.

Section 7 A Joint Implementation Committee shall be established comprised of a maximum of four representatives from CUPE Local 716 and a maximum of four representatives for the Board to deal with the implementation of the four-hour minimum. In order to attain the four-hour minimum for employees who are currently working less than four hours per day, the Committee shall consider, but not be limited to:
   a) the combination of positions
   b) the elimination of current positions of less than four hours in duration and the layoff of employees in those positions
   c) the reassignment of hours of current positions currently less than four hours
   d) the rate of pay for any combined position
   e) the funding available for the implementation of the four-hour minimum from the provincial four-hour fund
   f) the posting requirements, if any, for combined positions
   g) which, if any, casual and temporary employees in non-posted positions who report for work should be included in the four hour minimum workday requirement
   h) the applicability of other articles in the collective agreement.
Section 8  The parties shall follow a two-step process to resolve disputes over the implementation of the four-hour minimum.

a) Either party may request that a mediator be appointed by the Labour Relations Board.

b) Failing resolution at mediation, either party may request that Joan Gordon hear the dispute on an expedited basis. The expedited process is intended to be short and concise. Written submissions shall be used and shall be exchanged at least five (5) working days prior to the arbitration. Joan Gordon shall render a decision within 24 hours of the hearing. The parties shall share equally the costs of the fees and the expenses of the arbitrator. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the BC Labour Relations Code. The decision of the arbitrator shall be final and binding on the parties. 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.
ARTICLE 16
ANNUAL VACATION ENTITLEMENT

Section 1  Anniversary
July 1st shall be the anniversary date for computation of annual vacation entitlement.

Section 2  Length of Paid Vacations
Vacations with pay will be granted on the following basis:

a) Casual and temporary employees - in accordance with the Employment Standards Act.

b) Employees with less than six month’s service.
   i) Employees with less than six (6) calendar months’ service on July 1st shall be entitled to one (1) day vacation for each calendar month service to a maximum of six (6) working days which may be taken at any time during the vacation year subject to appropriate approval.
   ii) An employee commencing duties on or before the last working day of the month shall be credited with that month’s service for purposes of this subsection. An employee with more than six (6) months’ service on July 1st shall be entitled to ten (10) working days vacation which may be taken at any time subject to appropriate approval.
   iii) In all instances in (i) and (ii) above vacation shall be paid as a day’s pay for each day’s entitlement or 4% of gross earnings whichever is greater.

c) Employees who reach their second anniversary during the vacation year shall be entitled to three (3) weeks vacation with pay or six (6) percent of gross earnings whichever is greater, which may be taken at any time during the vacation year subject to subsection (g) below.

d) Employees who reach their seventh anniversary during the vacation year shall be entitled to four (4) weeks vacation with pay or at eight (8) percent of gross earnings whichever is greater, which may be taken at any time during the vacation year subject to subsection (g) below.

e) Employees who reach their fifteenth anniversary during the vacation year shall be entitled to five (5) weeks vacation with pay or at ten (10) percent of gross earnings whichever is greater, which may be taken at any time during the vacation year subject to subsection (g) below.

f) Employees who reach their twenty-second anniversary during the vacation year shall be entitled to six (6) weeks vacation with pay or at twelve (12) percent of gross earnings whichever is greater, subject to subsection (g) below.
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g) Employees shall not be considered to have earned the additional vacation with pay until they reach the anniversary dates stipulated above. However, they may take the new vacation entitlement in these years (second, eighth, sixteenth and twenty-third anniversary) at any time during the vacation year providing that, if they subsequently terminate prior to reaching their anniversary date, they will be required to repay the one week vacation overpayment.

Section 3 Supplementary Vacation
Effective July 1, 1978 and pursuant to Article 5, Section 1 (a), each employee will be entitled to one (1) week of supplementary vacation at the beginning of each five (5) vacation* years following completion of ten (10) calendar years of service, with each supplementary week to be taken during the course of the five (5) vacation year period.

The foregoing to be in addition to the basic annual vacation entitlement in the Agreement.

It is understood between the parties that each employee shall become entitled to supplementary vacation under this clause on the first day of July in the year in which the employee qualifies for such supplementary vacation.

(An explanatory note and table is annexed hereto as Appendix A for the purposes of clarification.)

*Vacation year is defined as the period from July 1 to June 30 of the following year.

Section 4 Sickness During Vacation
Where an employee commences annual vacation and becomes incapacitated either through illness or injury, the period of incapacity, provided that it extends for three (3) consecutive days or more, will be deemed to be sick leave rather than vacation, always provided that a medical certificate is produced certifying that the employee was, in fact, incapacitated for the period claimed. The vacation period during which the employee was incapacitated shall be taken later, on dates to be mutually agreed upon by the employee and the Department Head.

Section 5 Vacation Credit For Prior Service
An employee who returns to regular employment with the Board within one (1) year of having resigned from regular employment, shall have such period of prior service counted for determining future annual vacation entitlement only, after completion of two (2) years continuous service.
ARTICLE 17
ANNUAL VACATION PERIOD

Section 1 Vacation Period – 12 Month Clerical Staff
Annual vacations earned to July 1st each year may be taken at any time during
the following twelve (12) month period provided approval is given by the
Department Head on the basis that the service will not be impaired and a
minimum of substitution will be required.

Section 2 Vacation Period – Maintenance Staff
Annual vacations earned to July 1st each year may be taken at any time during
the following twelve (12) month period provided approval is given by the
Department Head on the basis that the service will not be impaired and a
minimum of substitution will be required.

On or before May 1st each year, employees shall submit in writing their request
for vacations to be taken during periods of school closure. The Department Head
will review all requests and approve on the basis outlined above, confirmation of
approved vacations shall be given within two (2) weeks of May 1st.

Requests for vacations to be taken when school is in session shall be submitted in
writing as early as possible. The Department Head will review all such requests
and approve on the basis outlined above within two (2) weeks of application.

Section 3 Vacation Period – Twelve (12) Month Operations Staff
Annual vacations earned to July 1st each year may be taken at any time during
the following twelve (12) month period provided approval is given by the
immediate supervisor on the basis that the service will not be impaired and a
minimum of substitution is required.

Each employee shall be required to take two (2) weeks of annual vacation
entitlement during the summer months of July and August. This shall not prevent
an employee from taking more than two (2) weeks of annual vacation entitlement
during the summer months.

On or before April 15th each year, employees shall submit in writing their
requests for vacations to be taken during periods of school closure. The
Department Head will review all requests and approve on the basis outlined
above, confirmation of approved vacation shall be given within four (4) weeks of
April 15th.
Requests for vacations to be taken when school is in session shall be submitted in writing as early as possible. The Department Head will review all such requests and approve on the basis outlined above within two (2) weeks of application.

Section 4 Vacation Period – 10 Month Employees
Ten (10) month employees (as defined in Article 12, Section 1) will be deemed to be on vacation during scheduled Christmas and Spring school closures. When the number of days in such school closures, excluding Statutory Holidays, is in excess of ten (10) days, those employees entitled to only ten (10) days vacation will be deemed to be on leave of absence without pay for the excess days. Vacation earned in excess of that used during the scheduled Christmas and Spring closures, except vacation carried over, shall be paid out no later than October 31st of the following school year. Where an employee commences after the normal commencement date and/or terminates prior to the normal date of layoff, the pay for the vacation taken at Christmas and/or Easter will be adjusted on a pro rata basis.

Vacation Carry Over (other than Educational Assistants)
Ten (10) month employees may elect to defer up to a maximum of seven (7) vacation days earned in excess of that used during the scheduled Christmas and Spring school closures. Ten (10) month employees who wish to take a part of their annual vacation during the following school year, shall obtain the approval of their immediate supervisor and notify the Human Resources Department before May 31st.

Vacation carried over but unused by June 30th of the following school year, will be paid out at the rate of pay effective in the month of June in the year the vacation was earned.

Refer to Letter of Understanding re: Hours of Work & Vacation Carry Over - Educational Assistants, page 100
ARTICLE 18
STATUTORY HOLIDAYS

Section 1 Statutory Holidays
Regular employees shall be paid or time off with pay shall be granted for the following Statutory Holidays: New Year’s Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any or all holidays that may be proclaimed by the Federal, Provincial or Municipal Governments. Holidays proclaimed under the Civil Service Acts will also be granted to employees when consideration for such holidays is not already given under the foregoing provisions.

Section 2 Statutory Holiday during Annual Vacations
If a Statutory Holiday falls on a regular working day while an employee is on annual vacation, the employee shall receive the Statutory Holiday.

Section 3 Payment for Statutory Holiday
A regular or a temporary employee will be paid for a statutory holiday if:

a) the employee received wages for the working day preceding or the working day following the holiday; or

b) the employee earns wages from the Board on ten (10) days in the thirty (30) calendar day period preceding the Statutory Holiday or on ten (10) days in the thirty (30) calendar day period following the Statutory Holiday, providing the employee was not hired subsequent to the Statutory Holiday; or

c) the Employee is on authorized Leave of Absence without pay of 15 days or less and the statutory holiday falls within the period of the leave.

Section 4 Ten (10) Month Employees
Ten (10) month employees (as defined in Article 12, Section 1, Definition) will be paid for all Statutory Holidays falling within their period of employment, always subject to the provision of Article 18, Section 3 (Payment for Statutory Holidays) above. In addition, they shall be paid for Statutory Holidays falling outside their period of employment, in the event they earn wages from the Board on ten (10) days in the thirty (30) calendar day period preceding the Statutory Holiday or on ten (10) days in the thirty (30) calendar day period following the Statutory Holiday, providing the employee was not hired subsequent to the Statutory Holiday.
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ARTICLE 19
EMPLOYEE BENEFITS

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health and group life insurance benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

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

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

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

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

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

Section 1  Medical and Dental Plans
For purposes of this article and applicable sections “couple” shall include common-law and same-sex spousal relationships.

a) Medical Services Plan
   The Board will contribute one hundred (100) percent of the cost of the Medical Services Plan of B. C. for all regular employees.

b) Extended Health Benefits
   The Board will contribute one hundred (100) percent of the premiums of the Medical Services Association Extended Health Benefit plan for all regular employees. Coverage under the plan shall include:
   i) hospital co-insurance coverage,
   ii) Medex International (as no cost additional coverage),
   iii) maximum lifetime benefit payable to any one member or dependent shall be unlimited,
   iv) vision care providing a benefit of $250 per 24 month period,
   v) eye examinations providing a benefit of $75 per 36 month period,
   vi) medically advised speech therapy,
   vii) clinical psychology ($500 per year),
   viii) podiatrist ($500 per year),
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ix) acupuncture ($500 per year),

x) audio care ($400 per five (5) years),

xi) physiotherapy/massage therapy ($500 per year),

xii) chiropractor/naturopath ($500 per year),

xiii) orthotics ($200 per year),

xiv) any other coverage options that may be available at no additional cost.

c) Dental Plan

i) the Board will contribute one hundred (100) percent of the cost of the 
   Medical Services Association Dental Plan for all regular employees.

ii) the MSA Dental Plan shall provide coverage as follows:
   Plan A - 80% of dental costs
   Plan B - 60% of dental costs
   Plan C - 50% of dental costs
   (The maximum lifetime payment under Plan C shall be four
   thousand ($4,000) dollars per member, spouse or dependent
   child.)

iii) the Dental Plan shall be compulsory for all regular employees, except
     for those employees who produce evidence of coverage by virtue of
     their spouse’s participation in a similar plan.

iv) premiums will be based on Single, Couple and Couples with
     dependents.

Section 2 Retirement Benefits

Upon the retirement of an employee, the Board will continue the coverage and
continue to pay its share of premiums for MSP, EHB and the Dental Plan for the
month in which the retirement occurred and for one calendar month thereafter.

Section 3 Group Life Insurance

The Board will provide Group Life Insurance coverage, based on three times
annual earnings, for all eligible regular employees and will pay 100% of the
premiums thereof.

Section 4 Death Benefit

In the event of the death of an employee who has completed the probationary
period and has received salary from the Board during any of the preceding three
(3) calendar months, the Board shall pay one (1) month’s salary/wages to the
person named as beneficiary under the employee’s Group Life Insurance in
addition to any amount earned by the deceased up to the date of death. The
Board shall also maintain the benefit plan (Medical, Extended Health and Dental
Plans) for the immediate family for a ninety (90) day period following the death
of the employee.
Section 5  Sick Leave

a) Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

b) Employees will be permitted to accumulate sick leave without restriction from year to year, but may only draw from accumulated sick leave 180 days in any calendar year, i.e. between January 1st and December 31st in any year. Sick leave with pay shall be granted to all regular employees on the basis of one and one half (1 1/2) days per month.

c) Sick Leave due to Family Illness
Where no one other than the employee can provide for the needs during illness of an immediate member of the employee’s family, an employee shall be entitled, after notifying their supervisor, to use a maximum of five accumulated sick leave days per calendar year for this purpose. In special circumstances, further use of accumulated sick leave may be granted for this purpose upon written application to the Human Resources Department, provided that the additional paid sick leave days used does not exceed four days in the employee’s first year of service, and one day in the second and subsequent years.
Employees who have more than 75 days of accumulated paid sick leave days in their bank may use the excess of 75 days in addition to the above for this purpose.

d) The Board shall provide a record to each employee of their accumulated sick leave at the end of each pay period.

e) Upon the death of an employee, any accumulated sick leave will be paid to the employee’s estate in accordance with Section 8 (Termination Pay) below.

f) Regular employees working less than full time shall receive sick leave benefits in the same proportion that their regular hours are to a regular work day or work week.

(For Extended Unpaid Sick Leave provisions, see Art.20, Sec.3, p.42)

Section 6  Additional Sick Leave
Notwithstanding the foregoing section, the Board may at its own discretion, grant further periods of sick leave for the employee’s own use in special circumstances.

Section 7  Medical Certificates
The Board may require a medical certificate as proof of sickness where absence is in excess of three (3) days; the cost of such certificate shall be borne by the Board upon submission of a receipt by an employee.
Section 8 Termination Pay

a) EMPLOYEES PARTICIPATING IN THE B.C. MUNICIPAL SUPERANNUATION SCHEME
   i) Unused accumulated sick leave will be paid on termination other than for cause as follows:
      - More than three (3) but less than five (5) years of service ---- up to twenty (20) days pay.
      - More than five (5) but less than ten (10) years of service ---- up to fifty (50) days pay.
      - More than ten (10) but less than fifteen (15) years of service ---- up to sixty (60) days pay.
      - More than fifteen (15) but less than twenty (20) years of service ---- up to seventy (70) days pay.
      - More than twenty (20) years of service ---- up to eighty (80) days pay.

   ii) Where it is more beneficial, an employee with ten (10) years service or more will be paid fifty (50) percent of accumulated sick leave, but the fifty (50) percent shall not exceed one hundred (100) days.

   iii) One day's pay means the normal daily rate of pay, calculated in accordance with the salary schedules attached to this Agreement, earned at the time of termination.

b) EMPLOYEES NOT PARTICIPATING IN THE B.C. MUNICIPAL SUPERANNUATION SCHEME
   After three (3) years of service, unused accumulated sick leave to a maximum of one hundred and twenty (120) working days will be paid on termination other than for cause.

c) ALL EMPLOYEES
   i) When an employee is absent on sick leave for five days or less in any one calendar year January 1st to December 31st, the maximum termination leave entitlement shall be increased in accordance with the following scale:

<table>
<thead>
<tr>
<th>No. of Days Absent on Sick Leave</th>
<th>Increase in No. of Days of Max Termination Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 or 1</td>
<td>4</td>
</tr>
<tr>
<td>2 or 3</td>
<td>3</td>
</tr>
<tr>
<td>4 or 5</td>
<td>2</td>
</tr>
</tbody>
</table>

   ii) When absences in total result in a half (1/2) day or less, the half (1/2) day or less will be ignored; thus two (2) absences of a half (1/2) day will count as one (1) day, but absences totaling say five and one-half (5 1/2) days will count as five (5) days.
iii) The Board shall provide to each employee a written statement, not later than February 28th of each year, indicating the total accumulated number of days credited as at January 1st of that year.

iv) In the event an employee’s accumulated sick leave is exhausted as provided under Section 5 (Sick Leave) of this Article, days earned under this Section 8C shall be used to supplement sick leave.

Section 9 WorkSafeBC Cases
When an employee is absent from work and receives a WorkSafeBC (WCB) benefit in respect of the absence, the Board will make up the difference between the amount of the benefit and the employee’s full pay, provided that the employee has sufficient sick leave credit. One-quarter (1/4) of a day will be deducted from the employee’s accumulated sick leave for each day the employee is absent and receives the benefit. When the employee’s accumulated sick leave is exhausted, the employee shall receive the WorkSafeBC benefit only.

Section 10 Employment Insurance
a) All employees shall be covered by the provisions of the Employment Insurance Act and the Board will contribute its share in accordance with the provisions of the Act.

b) Provided the Employment Insurance Commission continues to approve a reduction in the Board’s EIC premium, the Board agrees to remit the appropriate share of the premium reduction in accordance with the Employment Insurance Regulations to the Union for the benefit of employees.

Section 11 Protective Clothing
The Board will provide and maintain protective clothing for employees and such clothing shall remain the property of the Board and shall be returned to the Board on termination, transfer or promotion.

a) The Board will provide rainwear and rubber boots for Grounds Service Workers.

b) Smocks will be available in each stationary area for use of employees maintaining photocopying equipment.

c) Coveralls will be available for the use of custodial staff involved in work in crawl spaces or on boilers.

d) Laboratory coats will be provided for Laboratory Technicians, staff in the District Resource Centre, and Kitchen staff.
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e) The Board shall provide regular Bus Drivers with appropriate uniform jackets and slacks and shall be responsible for cleaning and repairing. Bus Drivers are expected to wear the jackets and slacks whenever they are performing driving duties and to take reasonable care of them.

f) Smocks will be available, upon request, for the use of Educational Assistants who are required to provide personal care (i.e. diapering, toileting, catheterization, etc.) to students.

g) In the matter of issuing replacement protective clothing, the employee's immediate supervisor shall determine if replacement is warranted on an assessment as to whether the useful life of the article has been depleted.

h) The Board will provide to each school an adequate accessible supply of disposable gloves and disinfectant.

Section 12 Service Pay

a) Regular employees shall be entitled to service pay as follows:

   After 10 years of service -- $5.00 per month
   After 15 years of service -- $10.00 per month

b) Service pay shall be paid in a lump sum in December each year prior to commencement of Christmas vacation.

c) Years of service will be calculated as at December 31st of the preceding year.

d) If an employee retires, resigns, or is terminated other than for cause, before December, the employee will receive service pay at the time of termination based on the number of full calendar months of service in the year of termination.

e) For the purpose of this Section:
   i) Employees who normally work for the school year only will be credited with twelve months a year service.
   ii) Authorized leaves of absence, with or without pay will count as service.

f) Service pay will only be paid for those months for which the employee received wages, in total or in part.

g) Employees who, at the time of payment of service pay are working four (4) hours a day or less, shall receive fifty (50) percent of the service pay quoted in (a) above. Employees working on a regular basis more than four (4) hours a day at the time of payment shall receive the full rate of service pay.
Section 13 Other Allowances and Coverage

a) Skilled Tradesmen and Apprentices required to supply their own hand tools shall receive an annual tool allowance of $50.00 commencing January 1st of any year which may be accumulated over a two (2) year period.

b) Skilled Tradesmen and Apprentices, Grounds Service Workers and Machine Operators, Building Service Workers (designated to the summer clean up floor-stripping crew), and Computer Technologists (who are required to enter crawl spaces or ceiling recesses) required to supply and maintain their own work-related clothing shall receive an annual clothing allowance of $60.00 commencing January 1st of any year which may be accumulated over a two (2) year period.

c) The following employees shall receive a safety footwear allowance of $100.00 per year effective each January 1, which may be accumulated over a three (3) year period:
   - Grounds Crew (including Labourers)
   - Driver-Delivery
   - Driver-Courier
   - Carpet Cleaner
   - Tradespersons and Apprentices
   - Operations Foreman
   - Building Technologist
   - Stores Personnel
   - Building Service Workers
   - Bus Attendants
   - Bus Drivers
   - Para-Educators working in woodwork, automotive and metalwork shops
   - Computer Technologists

d) Tradespersons required to provide their own tools in the performance of their duties shall be covered for loss from Board premises by theft. They will be required to:
   i) maintain a current inventory list of tools with the Maintenance Office
   ii) file a report of theft with the RCMP.

e) Where a regular employee is required to enter the pool in order for a student to participate in a swimming program, the employee shall be paid a swimsuit allowance of sixty dollars ($60) per school year.

Section 14 Metric Conversion

Any metric tools required by the Board will be financed by the Board; the Board shall have the right to determine the metric tool requirements for its employees.
Section 15 Employee and Family Assistance Program/ Union Counselling Program

Employee and Family Assistance Program

a) The Board and the Union shall enter into a new Employee and Family Assistance Plan. The parties have also agreed to use the service provider to provide this benefit. The Board shall pay 90% and employee shall pay 10% of the actual experience rated premium, per month. The Union will determine if the employee or the Union will pay the employees' share of the premium.

b) The parties further agree that either party may opt out of this program by giving two months’ notice prior to the expiry of the contract between the Board and the service provider.

c) The Union Counselling Program will continue to operate and will also perform a referral function for the Employee and Family Assistance service provider.

Union Counselling Program - Terms of Reference

a) The Board of Education recognizes, supports and encourages the Union in the establishment and operation of the Union Counselling Program. In this regard the Board undertakes to:

i) grant, in emergency circumstances, upon receiving permission from the supervisor in each specific case, time off without loss of pay to a Union Counsellor for the purpose of assisting an employee or a member of the employee's family who is in a crisis situation. It is understood that the confidential nature of the crisis shall be maintained.

ii) grant, in emergency circumstances or when shifts conflict, and upon receiving permission from the supervisor in each specific case, time off without loss of pay to an employee to meet with a Union Counsellor. The Union Counsellor shall exercise discretion so that disruption to the work schedule is minimized.

iii) grant leave of absence without pay or grant sick leave, or, in special circumstances, leave of absence with pay to an employee who applies for such leave and/or requires some form of rehabilitative treatment. Such applications shall be made in writing, in confidence, to the Superintendent of Schools.

iv) grant time off without loss of pay for up to three (3) Union Counselling Committee members to attend one half-day monthly meeting, and for up to two (2) Committee members to attend an annual seminar/conference sponsored by the United Way or other recognized agency.
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v) Establish and administer a budget in the amount of $2,000 annually to be used in such areas as: training and upgrading of Union Counsellors, distributing copyrighted materials, engaging guest speakers, providing seminars for staff (awareness), reimbursing the cost of billed United Way services.

b) In order to monitor the success of the Program, the Union Counselling Committee shall periodically submit activity reports to the Board regarding number and type of program referrals.

c) The Board agrees that employees shall not be disciplined or harassed as a result of their participation in the Program.
ARTICLE 20
LEAVE OF ABSENCE

Section 1 Absence from Duty for Union Officials

a) Where an employee is elected or selected for a part-time/full time position with C.U.P.E., Local 716, or is a delegate to conventions, affiliate functions, seminars, workshops and so forth, the employer may grant leave of absence for a period of up to one (1) year, without loss of seniority, provided that the absence of the employee does not interfere with the operation of the School Board. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.

During the term of office, or with respect to any leave of absence granted without pay under this Section 1(a) that has been requested by the Union, such employee shall receive the pay and benefits as provided in the current agreement on the understanding that the Union will reimburse the Board for all pay and benefits during the period of absence. Such an employee may request a further leave of absence prior to the expiry of any such leave of absence.

It is understood that such an employee will give sufficient notice to the Board prior to returning to the service of the Board.

b) The Board agrees that any employee who might be elected or appointed to a part-time or full time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour or one of its Councils, or the Canadian Labour Congress, may be granted leaves of absence without pay, without loss of seniority for a period of up to one year. Such leave shall be renewed each year on request, during the term of office. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Board.

Section 2 Union Business

a) Upon receiving permission from the Department Head in each specific case, an officer or official representative of the Union shall be granted time off with pay to attend meetings with the Board or the Board's representatives.

b) Union delegates attending to business affecting the Union Local shall be granted time off with pay by the Superintendent of Schools.

c) Each year, three Union delegates to the Canadian Union of Public Employees' Provincial Convention shall each be granted two (2) days leave of absence with pay by the Superintendent of Schools.
Section 3 Extended Unpaid Sick Leave
When an employee is absent on extended unpaid sick leave:

a) The Board will continue payment of premiums for medical and dental benefits on the understanding that the Union will reimburse the Board for the employee's share of the premiums.

b) Only the first six months of such absence during any school year will be countable when calculating vacation benefit for the year and for determining the number of years service for vacation pay.

c) Only the first six months of such absence during a calendar year pursuant to Article 19, Section 12 (Service Pay) will be countable for determining the number of years service for service pay and termination benefits.

d) For the purposes of subsections (b) and (c) above, a part month of less than eleven (11) working days of absence will be ignored, but a part month absence of twelve (12) or more working days will count as one month.

e) An employee in receipt of WorkSafeBC payments who exhausts their sick leave provisions will be considered under this Section 3 except that the employee will be required to reimburse the Board for Medical and Dental premiums. If for any reason an employee's WorkSafeBC payments are suspended, the employee shall be considered under (a) above.

Section 4 Extended Sick Leave
An employee on extended sick leave will hold his/her position for a maximum of one year. An employee who returns after one year shall be deemed to be a regular unassigned employee in her/his former classification with no loss of pay or benefits. This section does not apply to employees on WorkSafeBC leave.

Section 5 Pregnancy, Parental Leave and Extended Parental Leave
Employees shall be entitled to Pregnancy and Parental Leave, without pay in accordance with the provisions of the Employment Standards Act, as follows:

a) Pregnancy Leave

i) A pregnant employee shall be entitled to up to 17 consecutive weeks, beginning:

- no later than 11 weeks before the expected birth date, and
- no later than the actual birth date, and ending:
- no earlier than 6 weeks after the actual birth date, unless the employee request a shorter period, and
- no later than 17 weeks after the actual birth date.

ii) 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.
iii) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave, if for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under subsection i) or ii).

b) Parental Leave
i) A birth mother who takes pregnancy leave shall be entitled to up to 35 consecutive weeks of unpaid leave beginning immediately after the pregnancy leave.
ii) A birth mother who does not take pregnancy leave shall be entitled to up to 37 consecutive weeks of unpaid leave commencing within 52 weeks of the child’s birth.
iii) A birth father/spouse (spouse does not apply to a birth mother) shall be entitled to up to 37 consecutive weeks of unpaid leave commencing within 52 weeks of the child’s birth.

c) Extended Parental Leave
Immediately following the above leaves, employees shall also be entitled to Extended Parental Leave without pay for not more than an additional 52 weeks.

d) Notice requirements and commencement of leave.
The following conditions apply:
i) The employee should make an application to the Human Resources Department no later than four (4) weeks prior to the anticipated commencement of leave
ii) The employee may be required to furnish a medical certificate indicating the expected date of delivery, or documentation of the expected date the child will come into care
iii) The employee will be required to provide the Board with the anticipated date of return to work
iv) For situations other than maternity, the leave must be taken within 52 weeks of the birth of the child, or of coming into care of the child.

e) Return to Work
The employee will contact the Human Resources Department no later than four (4) weeks before the anticipated expiry of the Pregnancy or Parental Leave to confirm the date of return to work. If the employee does not contact the Board to confirm these arrangements the Board will make reasonable efforts to contact the employee, which will include sending a registered letter. If there is no response from the employee, the employee shall be considered to have permanently separated from employment.

f) Early Commencement of Pregnancy Leave
The employer may require an employee to commence leave early, where the duties of the employee cannot reasonably be performed because of the
pregnancy and a reassignment to other duties is not possible and to continue the leave until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties. In such a case, the employer will reimburse the employee for the cost of the medical certificate.

If the employer requires an employee to commence leave prior to 11 weeks before the expected birth date, it is understood that such leave will be with pay until pregnancy leave commences.

g) Job Protection
   i) An employee who applies for and is granted Pregnancy/Parental Leave for a period of less than 52 weeks shall be reinstated in the position previously occupied by the employee.
   ii) Vacancies resulting from Pregnancy/Parental Leaves less than 52 weeks shall be posted as a temporary assignment for the duration of the leave and that the successful applicant shall return to the position held before obtaining the temporary assignment. Any posting issued to cover such situations shall contain an appropriate informational comment. It is understood that a substitute, casual or temporary employee who works in excess of 26 consecutive weeks in a single assignment shall acquire regular employee status.
   iii) An employee who is granted Pregnancy, Parental and Extended Parental Leave in excess of 52 weeks shall be reinstated in a comparable position in the same pay grade upon returning to work.

h) Adoption Leave/Legal Guardianship

In cases of child adoption, employees shall be entitled to leave of absence without pay on the same basis as provided under the Pregnancy and Parental Leave provisions above. In addition, up to two (2) working days leave with pay and up to a further four (4) weeks leave without pay will be granted to either parent or both (if both are employees of the Board) for mandatory interviews or traveling time to receive the child in the case of adoption or legal guardianship.

i) Spousal Leave

A spouse shall be granted up to (2) working days leave with pay on the occasion of the birth of his/her child. The above shall not apply to the birth mother.

j) Employee Benefits

The services of an employee who is absent from work in accordance with Pregnancy and Parental Leave shall be considered continuous for the purpose of any medical or other plan beneficial to the employee and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent where:

i) the Board pays the total cost of the plan or
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ii) the employee elects to continue to pay the employee’s share of the cost of a plan that is paid for jointly by the employer and the employee.

An employee on Extended Parental Leave under this Article, may maintain benefit coverage by making arrangements with the appropriate department in advance of the leave and by the employee paying the full share of the benefit premiums for the period of leave.

k) Sick Leave
An employee on Pregnancy and Parental Leave shall not be entitled to use Sick Leave for an incapacity and disability arising from a normal delivery and subsequent convalescence.

Subject to the stipulation above, an employee on Pregnancy and Parental Leave who has notified the Human Resources Department of their intention to return to work pursuant to paragraph e) and who subsequently suffers any incapacitating illness which prevents the employee from returning to work at the time intended, whether or not such illness is related to the pregnancy, shall be entitled to paid Sick Leave benefits commencing on the first working day on which the employee would otherwise have returned to work, provided that the employee has sufficient Sick Leave credits, and provided that the employee produces to the Human Resources Department a Disability Certificate duly completed by the attending physician.

l) In the event that the Pregnancy and Parental Leave granted and /or Sick Leave above exceeds 52 weeks the following will apply:
Upon return to work, paragraph g) iii) above will apply.
The requirements of Article 5, Section 1 and 3 with respect to temporary employees and temporary positions will not apply except that a temporary employee will be entitled to the welfare benefits of the Collective Agreement upon completion of six months employment.
Seniority shall be adjusted in accordance with Article 21, Section 5 (Calculation of Seniority).
Section 6 Travel Leave

a) The Board may grant extended leave of absence without pay to regular employees for the purpose of travel upon written request to Superintendent of Schools or designate.

b) Requests for extended leave pursuant to this Article shall not be considered from employees who have not completed three (3) years of service in the Richmond School District.

c) Employees granted extended leave pursuant to this Article, shall not be granted further leave of absence of such a kind until an additional three (3) years of service has been completed.

d) Requests for travel leave pursuant to this Article shall be considered in the order in which they are received by the Board. Requests, in most cases, must be made in writing not later than eight (8) weeks prior to the anticipated commencement of the leave.

e) Extended leave granted under this Article or combined with other extended leave shall not exceed a total period of twenty-four (24) months.

f) An employee returning from travel leave shall inform the Board in writing of their intention to return to work no later than eight (8) weeks prior to their anticipated return.

Section 7 General, Travel and Education Leaves

Where an employee is granted extended leave of absence without pay for more than one month other than for reasons in Section 1 (Absence from Duty for Union Officials) and Section 3 (Extended Unpaid Sick Leave) above:

a) The Board will continue payment of premiums for Group Life Insurance, Medical and Dental benefits, on the understanding that the employee will reimburse the Board for the total premiums so paid for the whole period of absence.

b) Only the first two months of such absence during any school year will be countable when calculating vacation benefits for the year and for determining the number of years service for vacation pay.

c) Only the first two months of such absence during a calendar year will be countable for determining the number of years service for service pay and termination benefits.

d) For the purpose of subsection (b) and (c) above, a part month absence of eleven (11) or less working days will be ignored, but a part month absence of twelve (12) or more working days will count as one month.
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e) Where an employee is granted leave of absence without pay for a period of four weeks or less, the Board will continue payment of premiums for dental and medical, but the employee will be deducted his/her share of the premiums. Such absence will not affect calculation of service for benefits.

f) In the event that an employee is granted extended leave of absence without pay in excess of two (2) months, the requirements of Article 5, Sections 1 and 3 with respect to temporary employees and temporary positions, will not apply except that a temporary employee will be entitled to the welfare benefits of the Collective Agreement upon completion of 6 months employment.

g) An employee who is granted leave of absence without pay for less than six (6) months shall be reinstated in the position previously occupied by the employee.

h) An employee who is granted leave of absence without pay in excess of six (6) months shall be reinstated in a position in the same classification and with equivalent hours.

Section 8 Court Duty
Employees who are required by law to serve as Jurors or witnesses in any court shall be granted leave of absence without loss of pay, providing the employee deposits with the Board any monies received, other than expenses.

Employees called for such service shall provide the Board with a copy of the summons/subpoena, or such documents as are available, and shall, as soon as possible, but within five (5) working days, notify their immediate supervisor of the requirement to serve, and if known, the duration of any such absence, by any means available.

Section 9 Bereavement Leave
Employees shall be granted up to five (5) working days without loss of pay in the event of a death in the immediate family. "Immediate family" shall be defined as: father, step-father, mother, step-mother, husband, wife, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, common law spouse, sister-in-law, brother-in-law or any other person living in the employee's household. On written application to the Human Resources department, consideration will be given to other bereavement situations not included in the above definition of immediate family.

Employees may also be granted one-half day's leave without loss of pay to attend the funeral of a person outside the immediate family. Upon application, this leave may be extended to a maximum of one (1) day with pay for reasons of travel, schedule or other extenuating circumstances. Such leave will not be unreasonably denied.
Section 10 Family Emergency Leave
In the event of critical illness or hospitalization of an immediate family member, an employee shall be granted up to two (2) days leave with pay per calendar year. A letter of verification from the attending physician may be requested in support of such leave.

Section 11 Religious Leave
Employees shall be entitled to take up to five (5) days leave without pay per calendar year for religious purposes. It is understood that the reason for the leave must be reported to the employer at the time of requesting the leave. Such leave will not be unreasonably denied.
Refer to Letter of Understanding: Religious Leave.

Section 12 Canadian Citizenship
Employees shall be granted leave of absence without loss of pay for the day on which the employee attends the official proceedings for Canadian citizenship.

Section 13 Amateur Competitions
Leave without pay shall be granted for preparation and participation in a provincial, national or international competition to a maximum of 5 days.

Section 14 Public Office
When an employee is nominated as a candidate and wishes to contest a municipal, provincial or federal election, the employee shall be given leave of absence without pay during the election campaign. Should the employee be elected as Member of Parliament or as a Member of the Legislative Assembly the employee shall be granted leave to the end of the term of office. Further, employees elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence without pay for each day of absence.

Section 15 Community Service/Charitable Organizations
Employees serving on the boards of community service, philanthropic and/or charitable organizations such as the United Way may be granted leave of absence with or without pay upon application to the Superintendent of Schools or designate. Approval of such leave, whether with or without pay, shall not be unreasonably withheld.

Section 16 Written Request
All leaves of absence, except for Article 20, Section 2 (a) (Union Business) must be requested in writing to the Superintendent of Schools or designate. The employee shall advise the immediate supervisor of the leave request in advance of the leave, except in emergency circumstances.
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ARTICLE 21
PROMOTIONS, DEMOTIONS, RE-CLASSIFICATIONS & LAYOFFS

Section 1 Definitions

a) Promotion shall be defined as the movement of an employee to a position involving increased responsibilities and duties, or to a position with increased hours of work, or to a position with a higher rate of pay.

b) Demotion shall be defined as the movement of an employee to a position involving reduced responsibilities and duties, where there is a reduction in the hours of work or where there is a reduction in the rate of pay. Demotions shall not be used as a disciplinary measure.

c) Transfer shall be defined as a lateral movement of an employee from one position to another which involves similar responsibilities and duties or is within the same classification and with the same number of hours of work.

d) Layoff shall be defined as a reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement.

e) In the event adjustments in staffing resulting from the application of Board Regulations are required, every effort shall be made to ensure that an employee's hours are maintained through reassignment. However, if an employee's hours cannot be maintained, the affected employee shall be deemed to have been laid off.

If, as the result of a school closure, employees cannot be placed in similar positions, then those employees shall be deemed to be laid off.

f) For the purpose of promotion, transfer, layoff, recall and termination of service, if two or more employees have the same seniority date, then the dates of the employees' letters of appointment to the regular staff, may be used for the purpose of breaking any deadlock.

Section 2 Bulletins

a) Where vacancies are created through promotions, resignations, retirements or dismissals and when new positions are created, notice thereof will be posted in the Administration Offices, Maintenance Shop, and staff rooms (or equivalent) of each school. All bulletins posted over the summer months will be by electronic means. A copy of every bulletin will be forwarded to the Secretary of the Union within seven (7) days. The closing date of bulletins will be a minimum of seven (7) calendar days after posting, with the exception of bulletins closing during the summer months, which will be posted for a minimum of fourteen (14) calendar days.
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Vacancies for Clerical Assistants or below, and Janitor will only be posted when arising from the filling of a bulletined vacancy in a different classification.

It is agreed and understood that an increase of two (2) days or more in a part-time position constitutes a major change and creates a new position. An increase of less than two (2) days is a minor change and does not constitute a new position. A copy of each bulletin will be mailed to each laid off employee whose name is on the recall list.

b) Such posting and notice shall contain the following information: Nature of position, required ability, hours of work, location, anticipated commencement date and wage rate or salary range.

c) The Secretary of the Union and the appropriate Shop Steward are to be advised in writing of the name(s) of the successful applicant(s) within fifteen (15) working days following the closing date for receipt of applications.

d) All unsuccessful applicants may protest in writing to the Superintendent of Schools within seven (7) working days of being notified by the employer and a copy of the written protest to be forwarded to the Secretary of the Union and the appropriate Shop Steward. The matter shall then be taken up under Step 2 of the grievance procedure.

Section 3 Secondary Seniority

Casual employees shall accumulate seniority within the casual employee ranks. This seniority will only be used when comparing one (1) casual employee to another casual employee when applying for a position within the Board and, with effect from date of award for shift assignment. Casual employees shall have the right to apply for posted regular and temporary positions. A casual employee who is successful in obtaining a permanent position shall have her/his accumulated seniority credited retroactively once the employee has passed a probationary period in a permanent position.

a) Effective June 13, 2001 casual employees shall gain bidding rights upon completion of sixty (60) shifts in any six month period. For the initial implementation of this clause, the total number of shifts worked since December 1, 2000 will be used.

b) Upon attaining bidding rights, casual employees shall be able to use their seniority in applying for posted positions. Such seniority may be used after regular employees have been considered and before non-senior and outside applicants. Seniority will be the determining factor between relatively equal applicants for the purpose of this clause only.

c) Casual employees who have not attained bidding rights may apply for posted positions and will be considered as outside applicants.
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d) Casual employees who have attained secondary seniority/bidding rights shall be called for casual assignments for which they are qualified in order of their secondary seniority.

e) Secondary seniority shall be lost in the event the employee:
   • Fails to respond to eight (8) call-ins or call-outs within a twelve (12) month period.
   • The employee is terminated and not reinstated.
   • The employee terminates employment with the Board.

f) It is understood that an employee who is unavailable for assignment shall notify the Board in advance in writing except in cases of emergency. Failure to do so will result in the employee being charged with a single refusal.

g) A list showing the secondary seniority of each casual employee by the number of shifts completed will be sent to the Union and posted as at June 22, 2001. This list will be used for job posting and shift assignment until the next update.

h) An up-to-date list showing the number of shifts completed for each employee shall be sent to the Union and posted at each worksite in October and April of each year. This list will be used for job posting and shift assignment until the next update.

A casual employee who has acquired secondary seniority and is unavailable for work by virtue of a WorkSafeBC compensable injury in the employ of the school district shall have any shifts missed due to that injury/claim credited towards their shift count accumulation.

i) The six month period for acquiring secondary seniority shall be extended for the duration of the injury for a casual employee who has not acquired secondary seniority and who is unavailable for work by virtue of a WorkSafeBC compensable injury in the employ of the school district. Any credited shifts shall be retained toward the calculation of secondary seniority.

Section 4  Definition of Seniority

Seniority is defined as the length of service in the bargaining unit and shall include service with the Board prior to the certification or recognition of the Union.

Section 5  Calculation of Seniority

a) When an employee is appointed to the regular staff, the date of commencement of the probationary period shall be the employee’s seniority date, adjusted as necessary in accordance with the following conditions:

i) A casual employee who has attained secondary seniority and is successful in obtaining a permanent position shall have her/his
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accumulated seniority credited retroactively once the employee has passed a probationary period in a permanent position.

ii) Period(s) of service prior to temporary layoff (as defined in Article 21, Section 11 (Recall Procedure)) will be allowed.

iii) Service is to be interpreted as full time employment.

iv) Overtime will not count as service for seniority.

v) When an employee is absent on an extended period of unpaid sick leave, the first twelve (12) months of the period will count towards seniority, but any absence over twelve (12) months will not be counted.

vi) When an employee is absent on an accepted LTD or WorkSafeBC (WCB) claim, up to twenty-four (24) months of the period of absence will count towards seniority, but any absence over twenty-four (24) months will not be counted.

vii) When an employee is absent on an extended period of leave of absence without pay other than unpaid sick leave, the first six (6) months of the period will count towards seniority, but any absence over six (6) months will not be counted.

b) Contract work will not count as service for seniority.

c) Employees who resign their positions shall lose all seniority on termination.

d) This method of computing service with the Board shall be used only for seniority purposes. It is not to be used for the purpose of calculating benefits contained in the Agreement.

e) Employees who work in the bargaining unit and accept or are promoted to positions excluded from the Union's certificate of bargaining authority and employees who have held during their employment with the Board, no other than excluded positions, who may return or obtain a position within the jurisdiction of the bargaining unit, shall have their total years of seniority with the Board applied only to benefits which are determined by seniority/length of service.

For the purpose of promotion, transfer, layoff and recall, only that seniority accrued while working in the Union certificate of bargaining authority shall be applicable.

f) A seniority list will be issued within 30 days of March 31st each year and shall be deemed to be correct for that year unless an objection is received from any employee concerned within thirty (30) days after the said list has been issued.

Section 6 Seniority

In making promotions, demotions, transfers and layoffs, the required knowledge, ability and skills for the position shall be the primary consideration.
When two (2) or more applicants are capable of fulfilling the duties of the position, seniority or years of continuous service with the Board shall be the determining factor. In all instances, present qualified employees shall be given preference.

Selection shall be made at the discretion of the School Board but employees retain the right to appeal under the grievance procedure contained in this Agreement.

Section 7 Application of Section 6 above

a) In the matter of promotions, the employee must be an applicant for the vacant position and must furnish with the application satisfactory evidence of qualifications for the position.

b) In cases of promotion or demotion requiring different qualifications or certification, the employer shall give consideration to employees who do not possess the required formal qualifications, but are preparing for qualifications prior to filling a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time, as mutually agreed between the parties to the Agreement, and to revert to their former positions if the required qualifications are not met within such time.

Section 8 Job Security

a) Both parties recognize that job security shall increase in proportion to length of service. In the event of a layoff, the Board shall notify incumbent employees and the Union when their position shall be subject to layoff. Employees so notified can then exercise their seniority rights to bump other employees with less seniority. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified, in accordance with Article 21, Section 6 (Seniority), to perform the duties of the position held by the less senior employee.

A laid off employee retaining recall rights shall be called in order of seniority for casual/substitute work provided the employee is qualified in accordance with Article 21, Section 6 (Seniority). Accordingly, at the time of layoff, an employee shall indicate in writing those areas in which the employee is qualified and wishes to be considered for casual/substitute work. An employee may change those areas in which he/she wishes to be considered for casual/substitute work in the event that he/she is qualified.

b) It is not the intent of these layoff and recall procedures that regular 10 month employees are allowed to bump other employees during normal school closures.
c) The bumping procedure shall be undertaken in such a way that an orderly process is ensured.

d) It is mutually agreed that the movement of employees under this procedure shall be accomplished without reference to the posting procedure contained in Article 21, Section 2. However, normal vacancies that may occur due to attrition or job creation shall be posted.

e) If, as the result of a layoff, an employee wishes to exercise seniority to move to a position which the employee has not previously held and served the required probationary or trial period, the employee shall furnish proof of qualifications acceptable to the Board as provided under Section 7 a) of this Article and shall be required to serve a three (3) month trial period as provided under Section 12 a) of this Article.

f) Grievances concerning layoffs and recall shall be initiated at Step 2 of the Grievance Procedure.

g) Volunteers will not be scheduled to perform work normally carried out by regular union staff. Other employee groups will not perform work normally carried out by regular union staff. The use of volunteers shall not result in:
   i) layoff of employees as defined in Article 21, Section 1 d);
   ii) failure to recall laid-off employees who retain recall rights;
   iii) failure to call a substitute or casual employee for an assignment.

Section 9 Contracting Out
Contracting out shall not result in the layoff or reduction in hours of regular employees or the failure to recall available laid off employees retaining recall rights who possess the required knowledge, ability and skills necessary to perform the work.

In order to ensure the employment security of members of the bargaining unit, the Board agrees that it will not expand the contracting out of services or work currently performed by members of the bargaining unit, unless mutually agreed to by the parties.

Further, the Board will endeavour to assign new, as yet unforeseen, work into the bargaining unit.

If after discussions the Union still objects and the Board decides to implement the proposed change or to contract out the new work, it shall provide the Union with written reasons. The Union shall have the right to seek a resolve through S.54 of the BC Labour Relations Code.
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The Board will take all reasonable steps to ensure that participating contractors pay wages in accordance with current wages in the District in accordance with the School Act.

Section 10 Severance Pay
Regular employees laid off by the Board shall be eligible to receive severance pay, based on length of service, as follows:

- Less than 1 year service: no severance pay
- 1 or more years but less than 2 years service: 0.8% of annual salary for each year of service
- 2 or more years service but less than 5 years service: 1.6% of annual salary for each year of service
- 5 or more years service: 3.2% of annual salary for each year of service to a max. of 6 mo. salary

At any time up to sixty (60) days following the date of layoff, a laid off regular employee shall elect in writing either to receive severance pay or to be placed on a recall list for a period of up to one (1) year from the date of layoff. An employee who elects to receive severance pay shall forfeit all seniority rights and rights of recall.

For the purpose of this section, the following shall apply:
- Service shall be defined as the length of an employee’s service in years and completed months, dating from the employee’s seniority date to the date of layoff.
- Annual salary on which severance pay is based shall be based on the employee's number of scheduled work and paid days, prorated for part-time employment, in the 365 day period immediately preceding the date of layoff and the employee's rate of pay at the time of layoff.

Section 11 Recall Procedure
a) In the event of a layoff not exceeding a period of one year, the Board agrees to recall, after the completion of the posting procedure contained in Article 21, Section 2, employees affected by such layoffs in order of their seniority provided they have suitable qualifications. New employees shall not be hired until those laid off have been given an opportunity of recall.

b) Where a temporarily laid off employee is subsequently re-employed, the employee shall be credited with previous service for the purpose of determining length of service for vacations and other benefits based on length of service.

c) A laid off employee who elects to be placed on the recall list and who works in casual, substitute or temporary assignments, shall have that period of recall extended by an equivalent number of working days.
Section 12 Trial Period

a) All promotions and reassignments involving a change in classification shall be made subject to the successful completion of a three month trial period. If after the three (3) month trial period in a position it is proven that the employee is incapable of fulfilling the duties of the new position, the employee shall revert to his/her former position.

b) Employees shall be paid at the current rate for the position occupied after promotion or demotion.

c) In the matter of Board initiated demotions, temporary or otherwise, the employee shall receive the rate of pay for the lower rated position to which the employee is transferred effective from the sixth (6th) working day in which the position has been occupied. In the event an employee is promoted to a higher rated position, such employee shall receive the rate of pay for the higher rated position with immediate effect.

Section 13 Promotion During Probation

Employees promoted during their probation period shall:

i) serve the probation period as provided in Article 5, Section 1 g) and;

ii) serve the trial period as provided in Article 21, Section 12 a) from the date of promotion.

Section 14 Job Descriptions and Reclassifications

a) Job Descriptions shall be an addendum to this Agreement.

b) Procedures concerning the creation of new classifications and reclassifications shall be set out in the Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement appended to this Agreement.

Section 15 Transfers

a) An employee will not normally be eligible to apply for a transfer until the completion of the probationary period or trial period.

b) Notwithstanding the foregoing, an employee may request and receive a transfer at any time, subject to the approval of the Board.

c) The Board may initiate transfers at any time for sufficient reason. An employee will not normally be transferred more than once in a school year.

i) The Board will provide the employee, the Union Secretary and the appropriate shop steward with prior written notice of such transfers.

ii) An employee who disputes the transfer can take the matter up under Step 2 of the grievance procedure.

d) Notwithstanding a), b) and c) above, the Board will consider all transfer requests initiated by the Union Executive.
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e) an employee may apply for promotion at any time.

Section 16 Position Schedule Change - 10 Month or 12 Month
The Board shall give the Union and any employee(s) to be affected 90 days' advance notice whenever it is proposed to change the schedule of a position from a 12 month basis to a 10 month basis or vice versa. In such cases, the incumbent shall have the choice of:

i) remaining in the position on the new schedule, or

ii) applying seniority to transfer to a comparable position at the same pay grade at the employee’s existing working schedule.

If a comparable position is not available the transfer may be delayed for up to twelve months. At this time an employee whose position is being changed from a twelve (12) month schedule to a ten (10) month schedule shall have the option of accepting the ten (10) month schedule or to be treated as having been laid off. Where the incumbent chooses alternative ii) the position shall be posted in accordance with Article 21, Section 2 (Bulletins).
Section 1  Amount of Notice on Termination of Service or Resignation
   a) Subject to Section 2 below, if the Board desires to terminate the engagement of a regular employee, the Board shall give one (1) months’ notice or one (1) month’s pay in lieu of notice. In the case of an employee who has attained regular status as a result of replacing an ill employee or an employee on a WorkSafeBC claim, and where the notice of termination is as a result of the ill or injured employee returning to work the notice shall be ten (10) working days or ten (10) day’s pay in lieu of such notice.
   
b) Probationary and regular employees are required to give two (2) weeks notice of resignation on the understanding that, at the Board’s discretion, a shorter period of notice may be accepted.
   
c) An employee, having given notice of resignation in accordance with this Section, may withdraw such notice in writing within five (5) working days.

Section 2  Definition of Termination of Service
Termination of service is considered to be a severance of the employee’s association and/or employment with the Board, voluntarily or involuntarily, permanently or temporarily, in all instances; except leave of absence as requested and approved.

Section 3  New Employees on Probation
Where it does not appear that a probationary employee is likely to reach the required level of competence or performance, the employee may be released upon one week’s notice.

It is understood that such terminations may be processed through the Grievance Procedure.

Section 4  Disciplinary Action/Adverse Report
   a) Where an employee is under investigation by the employer for any cause, the employee and the Union shall be advised in writing of that fact and of the allegations unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event the employee shall be notified at the earliest reasonable time and before any action is taken by the employer. The employer shall conduct any investigation or interview without undue delay. The employee shall be accompanied by a representative designated by the Union at any meeting or interview in connection with such an investigation.
b) Where disciplinary action is to take place, the employee will be so advised and shall be accompanied by a representative designated by the Union.

c) Whenever the conduct or the work standards of an employee is of such a nature to warrant disciplinary action, or a warning of disciplinary action or an adverse report, the Board shall notify the employee of its dissatisfaction in writing, with copies to the Secretary of the Union and the appropriate Shop Steward. The employee shall have the right to request a meeting with his immediate supervisor and shop steward to discuss the Board's dissatisfaction. The employee's written reply, if any, shall become part of the employee's record.

d) In cases of discipline and discharge, the burden of proof of just cause shall rest with the Board.

e) In the event that an employee is proven to have been wrongfully dismissed or suspended the employee shall be reimbursed by the payment of the wages or salary plus all benefits the employee would have otherwise received but for the wrongful dismissal or suspension.

f) Any record of reprimand or warning will be maintained on the employee's file for a period of thirty (30) months after which it will be destroyed.

Section 5  Summer Layoff, 10 Month Employees
In the event of temporary work assignments becoming available during the summer months when school is not in session; the Board agrees to offer employment to 10 month employees on temporary layoff in accordance with Article 21, Section 6 (Seniority). Employees interested in undertaking such work assignments shall advise the Human Resources Department, in writing, by June 15 of each year of their interest in accepting such assignments and indicating their preference, if any, for full time or part time assignments. The Board agrees that a reasonable effort will be made to contact qualified employees, whose names have been submitted, on the basis of seniority as such assignments arise.

Section 6  Retirement
Retirement of employees shall be in conformity with the B. C. Municipal Superannuation Act.

Section 7  Access to Personnel File
An employee shall have the right upon written request and at a time convenient to the Human Resources Department to have access to and review the employee's personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.
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Section 8  Declining Enrollment
In the event that declining enrollment is envisaged, the Board agrees to establish a committee comprising Management and Union members to determine how continuing employment can best be arranged.
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ARTICLE 23
GENERAL PROVISIONS

Section 1  Business Agent
The Business Representative of the Union shall have access to the school premises to attend to all business of the Union, provided he/she first makes necessary arrangements with the Principal or Head Teacher of the school, or with the Superintendent of Schools, if the Administration Building is involved.

Section 2  Travel Allowance
Where authorized to use their private automobiles on School Board business, employees will be reimbursed as follows:
a) Less than 8 kilometres per day:
   23 cents per kilometre plus $2.00 per day

   8 kilometres or more per day:
   50 cents per kilometre

b) Accident Reimbursement
The Board agrees to reimburse an employee who is authorized to use his/her own vehicle for Board business and whose vehicle is rated for pleasure use, or driving to work, for any premium increase assessed by the ICBC or any other vehicle insurance carrier as the result of an accident during such business use, provided that the driving of the employee does not constitute:
   i) gross negligence, or
   ii) a breach of the employee’s insurance coverage.

c) Vandalism to Employees’ Vehicles
Employees covered by this Agreement shall be reimbursed up to three hundred dollars ($300) of the deductible on the employee’s insurance for vandalism or hit and run damage to their vehicles which may occur at the workplace or at a school function at another location.

The Board will also reimburse up to three hundred dollars ($300) of their deductible in cases of vehicle accidents while using the vehicle on Board authorized business. Proof of insurance and original receipts are required.

d) Business Car Insurance
The Board will pay employees who are required to use their personal vehicles on Board business the difference in insurance premium cost between coverage for “To and From Work” and “Business” coverage where such employees are not covered by the Board’s business insurance coverage and where there is an increased cost to the employee.
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Section 3 Physical Examination
a) All new employees are required to submit themselves for a physical examination by a physician of their own choice in order to obtain certification that they are physically and mentally fit and free from infectious or contagious diseases. The new employee concerned shall bear the cost of such examination. The Board reserves the right to have an employee examined as above by a physician at Board expense.

b) Where the Board requires an employee to undergo an examination under Section 92 of the School Act, the process shall be as follows:
   i) the employee and the Union shall be advised in writing that the examination is required pursuant to that section, and of the possible consequences of the examination as set out in the Act;
   ii) the medical practitioner shall be agreed to by the Union, the employee and the Board on the recommendation of the school medical officer pursuant to Section 92 of the School Act. In case of failure to agree, the medical practitioner shall be appointed by the Dean of the Faculty of Medicine at UBC.
   iii) the employee shall receive a copy of the certificate as well as copies of any report or other information that is received by the Board.

c) The Board will reimburse regular bus drivers an amount in accordance with the B.C. Medical Association Schedule of Fees for medical examinations as well as the associated processing fee required for employees to renew their class 2 with air brake endorsement licenses.

Section 4 T.B. Tests
All employees are required as a condition of continued employment to submit themselves for appropriate T.B. Tests as may be required and to forward the cards showing the results of such tests to the Human Resources Department for record purposes.

Section 5 Technological Change
a) In this Article, "technological change" shall mean:
   i) the introduction by the Board into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Board, or
   ii) change in the manner, method or procedure in which the Board carries on its work, undertaking or business that is related to the introduction of that equipment or material, or
   iii) the introduction of a measure, policy, practice or change that effects the terms, conditions or security of employment of a number of regular employees.
b) The Board will give to the Union in writing at least ninety (90) days notice of any intended technological change that:
   i) affects the terms and conditions, or security, of employment of a number of regular employees to whom this Agreement applies; or
   ii) alters the basis upon which this Agreement was negotiated.

c) In the event that the employer should introduce a technological change which require new or greater skills than are possessed by the current incumbents, the affected employees shall at the expense of the employer, be given a period of time not to exceed six (6) months (or such longer period as may be agreed to by the Board and the Union) during which to acquire the skills necessary for the new methods of operation. Where a different rate is established for the job, the new rate shall become effective upon completion of the training period.

d) Any disputes arising in relation to adjustment to technological change shall be discussed between the representatives of the two parties to this Agreement, without stoppage of work.

e) If any disputes cannot be settled by direct negotiations, either party may refer the matter directly to an Arbitration Board constituted under Article 4 of this Agreement, by-passing all other steps in the grievance procedure.

Section 6 Video Display Terminals - VDTs

a) An employee who works on a VDT and who submits a medical certificate to the effect that continued VDT operation may result in health damage, will be considered for transfer under Article 21, Section 15 (Transfers).

A pregnant employee shall have the option to refuse or to continue to operate a VDT. If there is not sufficient work available to permit a reassignment, the employee will be considered to be on maternity leave.

b) The Board agrees to take reasonable measures to minimize glare on VDT/CRT screens caused by direct or indirect lighting and to ensure that terminals are equipped with brightness controls.

The Board agrees that VDTs will be serviced in accordance with manufacturer's specifications by qualified technicians.

c) Employees working on VDTs may request an examination during working hours to establish the condition of the eyes. Employees may have further tests conducted not more than every 12 months. The Board will pay for such examinations if the cost is not covered elsewhere upon referral from their Doctor that the work is potentially harmful to their vision.
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d) Where an employee is required to operate a VDT, the employee will not monitor a screen continuously for longer than two (2) hours without either a fifteen (15) minute rest period or reassignment to other work for a period of fifteen (15) minutes or more.

e) An employee who provides a relevant medical certificate from a medical practitioner will not be required to monitor a full display VDT during the last half-hour of a shift.

f) Problems or concerns of employees who operate VDTs shall be referred to their immediate supervisor’s attention. If a solution cannot be effected, the matter shall be referred to the Health and Safety Committee.

Section 7 Disabled Employee’s Preference

If an employee has been incapacitated at work by injury or compensable occupational disease or is, because of advancing years, unable to perform the employee’s regular duties, the Board will try to place the employee in a position where that individual is able to perform the regular duties.

Section 8 Duty to Accommodate

The parties acknowledge their respective duties to accommodate employees protected under the Human Rights Act.

Section 9 Sick Reporting

When an employee is unable to report for duty because of sickness or some other proper cause, the employee is to notify his/her department or school through established department/school procedures before the commencement of the shift.

Section 10 Report for Duty after Indefinite Absence

a) An employee returning to work after an indefinite absence is required to notify his/her department or school through established procedures at the very latest on the day before returning to work, except afternoon shift employees who must give notification no later than 11:00 a.m. on the date of their return to work.

b) If an employee fails to comply with this subsection and both a substitute and the regular employee report for duty for the same shift, the substitute will complete the shift; while the regular employee will be required to wait until the employee’s next scheduled shift before commencing work and will be deemed to be absent without pay for the missed shift.
Section 11 Courses
a) The Board will reimburse employees who have been on staff for twelve (12) months the following proportion of fees for job-related courses:
   on registration 50% of course fee
   on satisfactory completion 50% of course fee
for a total of 100% if course satisfactorily completed.

Approval for reimbursement should be obtained from the office of the Human Resources Department prior to commencement of the course.

b) Courses to which an employee is sent or requested to attend by the Board shall be paid for by the Board.

c) Employees who are directed by the Board to attend an out of town/overnight training course shall not suffer loss of pay and shall be reimbursed for out of pocket expenses in accordance with current practice at rates set out in Board Policy.

Section 12 Paid Educational Leave Trust Fund
a) PURPOSE OF FUND
   In the interests of improved labour relations, paid education leave will be provided for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. As it is in the interests of the School Board to have well trained employees for the proper functioning of the establishment, so too it is in the interests of the School Board and the Union to have experienced, responsible, well trained shop stewards and other employee representatives in their undertakings.

   Effective July 1, 1978, the Richmond School Board and C.U.P.E. Local 716 agree to establish a Joint Paid Educational Leave Trust Fund. The Fund will be shared equally by the School Board and the Union. The Fund will be jointly administered by both parties.

   It is recognized that some unforeseen problems may arise in respect to this Paid Educational Leave Trust Fund, therefore, it is agreed that such problems shall be discussed between the Union and the Board with a view to the settlement of the problems to the mutual satisfaction of both parties.

b) FUNDING
   $5.82 per regular employee per quarter will be paid into the Trust Fund with the contribution of each party as follows:

   Richmond School Board - $2.91 per regular employee per quarter
   C.U.P.E., Local 716 - $2.91 per regular employee per quarter
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(This is an amount approximately equal to one point two cents (1.2) per hour per regular employee for all compensated regular hours.)

c) JOINT TRUST FUND ADMINISTRATION COMMITTEE
This Fund will be administered by a Committee comprising two appointees of the Union and two appointees of the Board.

d) ELIGIBILITY
Application for paid educational leave will be limited to members of C.U.P.E., Local 716 with a minimum of one year's service.

Selection of members will be at the discretion of the Union.

e) COURSES AND PAYMENTS
Recognizing that the purpose of the Fund is to improve labour relations, the Fund will cover the cost of Union education including Canadian Labour Congress sponsored courses and schools, Canadian Union of Public Employees sponsored courses and schools, government agency seminars, matters relating to contract negotiations, management seminars, conferences, workshops and other related courses.

After the Union approves an application, it will be submitted to the Joint Trust Fund Administration Committee for funding.

The Joint Trust Fund Administration Committee will meet as required to discuss which courses being made available are eligible for payment from the fund.

f) LEAVE OF ABSENCE
Sufficient notice for leave will be given to the School Board of those employees approved to attend courses in order that it will not interfere with the efficient operation of the School Board. Such leave shall not be unreasonably withheld and any appeal may be instituted under Article 4 (Grievance Procedure) of the Collective Agreement.

Employees on leave of absence under this programme will continue to accrue seniority and benefits during such leave.

Section 13 Sexual/Personal Harassment
The Board and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. A joint statement to that effect will be issued annually by the Board and the Union.

Complaints of sexual and personal harassment shall be treated in strict confidence by the Board and the Union.
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In the first instance the alleged complaint shall be dealt with promptly by the Superintendent of Schools for the Board and the President of the Union or their designates. Should the matter not be resolved, it may then be taken up under Step 3 of the grievance procedure, with the Union or the Employer having the right to advance the matter, determined by which party initiated the complaint.

An employee who alleges that he/she is being subjected to sexual or personal harassment shall not be forced to transfer unless the employee specifically consents to the transfer.

No employee shall be subject to reprisal or threat of reprisal as a result of filing a grievance under this clause. It is recognized, however, that false or malicious complaints may damage the reputation or be unjust to other employees and therefore disciplinary action may apply in cases where false or malicious complaints are lodged.

The Board may grant to the employee alleging sexual or personal harassment, short term leave of absence with pay pending resolution of the matter. Such a request shall not be unreasonably denied.

Definitions

a) For the purpose of this article harassment shall be defined as including:
   i) sexual harassment; or
   ii) any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
   iii) objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
   iv) the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
   v) such misuses of power or authority as intimidation, threats, coercion and blackmail.

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

Training
a) The employer, in consultation with the Union, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

b) Within twelve (12) months of the concluding of the collective agreement, the employer shall have a training program in place. The program shall include but not be limited to:
   i) the definitions of harassment and sexual harassment as outlined in this Agreement;
   ii) understanding situations that are not harassment or sexual harassment including the exercise of an employer’s managerial and/or supervisory rights and responsibilities;
   iii) developing an awareness of behaviour that is illegal and/or inappropriate;
   iv) outlining strategies to prevent harassment and sexual harassment;
   v) a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
   vi) understanding malicious complaints and the consequences of such;
   vii) outlining any Board policy for dealing with harassment and sexual harassment;
   viii) outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

Section 14 Race Relations
The Board and the Union will not condone and will not tolerate any expression of racism. A joint statement to that effect will be issued annually by the Board and the Union.

In the first instance, any alleged complaint shall be dealt with promptly by the Superintendent of Schools and the President of the Union or their designates.

Section 15 Workload
a) General
When an employee is absent from work, another employee may be required to carry out some of the duties of the absent employee. In this event, priorities may be established to accommodate the work to be performed.
b) Custodial Workload
The Board shall establish and maintain a custodial workload formula (Custodial Standards and Job Frequency Schedule) to be used as a general guideline in determining custodial assignments. The formula shall be used to ensure that basic workloads for custodians are reasonably equal.

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

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

Section 16 Merger/Amalgamation
In the event that a merger or amalgamation affecting employees covered by this Collective Agreement is announced, the Board undertakes to make every reasonable effort to ensure the continuing employment of its employees.

Section 17 Health & Safety
a) Co-operation on Safety
The parties mutually agree to co-operate in developing rules and practices relating to employee Health and Safety.

b) Health & Safety Committee
The Committee shall comprise not less than six (6) members chosen by and representing the Union, the Richmond Teachers' Association and the Board. The Committee shall comprise not less than two (2) representatives of the Union. In no case shall the Board's representatives outnumber those representing the Union and the Teachers' Association. Union representatives on the Health & Safety Committee shall be given compensating time-off for attending meetings during non-working hours.

c) Right to Refuse
i) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
ii) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection i) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
iii) A supervisor or employer receiving a report made under subsection ii) must immediately investigate the matter and
   - Ensure that any unsafe condition is remedied without delay or
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• If in his or her opinion the report is not valid, must so inform the person who made the report.

iv) If the procedure under subsection iii) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
• a worker member of the joint Health and Safety Committee and
• a worker who is selected by the trade union representing the worker

v) If the investigation under subsection iv) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify a WorkSafeBC officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the Workers Compensation Act and Occupational Health and Safety Regulations because the worker has acted in compliance with Section 3.12 (Refusal of unsafe work) or with an order made by an officer.

No employee shall be discharged, penalized or subjected to disciplinary action for compliance with the foregoing paragraph or an order made by an officer of WorkSafeBC.

Temporary assignment to alternative work at no loss in pay to the worker until the matter in Section 3.12 is resolved is not deemed to constitute discriminatory action.

d) Compliance with Health & Safety Legislation
   i) The parties to this Agreement recognize and shall comply with applicable federal, provincial and municipal Health & Safety Legislation and Regulations such as the Workers Compensation Act and Occupational Health and Safety Regulations and regulations established under WHMIS (Workplace Hazardous Material Information System).

   ii) The Employer shall ensure the adequate direction and instruction of workers in the safe performance of their duties.

e) Correction of Unsafe Conditions
   Whenever an employee observes what appears to be an unsafe or harmful condition or act the employee shall report it as soon as possible to a supervisor or to the Employer. The person receiving the report shall investigate the reported unsafe condition or act and shall ensure that any necessary corrective action is taken without delay.
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No employee shall be disciplined for bringing to the attention of a supervisor any unsafe practice or condition that may be detrimental or pose a hazard to other employees, students or the public in general.

f) The Board shall provide training in lifting of students and training in the use of appropriate mechanical lifting devices as may be required to effect lifting of students in a manner which reduces the risk of musculoskeletal injury to staff.

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

In order to promote and maintain a workplace free of violence:
The Employer is responsible for conducting risk assessment and in consultation with the District Health and Safety Committee, shall develop policies, procedures and arrangements to minimize and/or eliminate risks, including communicating to employees the methods to report, investigate and document incidents or violence.

Definitions
Violence is defined as:
The attempted or actual exercise of any physical force so as to cause injury to any employee, any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk or injury.

A threat directed against a worker’s family may also be considered a threat against a worker for the purpose of this provision.

Injury is defined as:
Meaning ‘harm or hurt’. Thus an incident may be considered ‘violent’ even if any injury suffered is slight or does not require medical attention.

Any action or behaviour which does not give an employer reasonable cause to believe that he or she is at risk of injury is not covered by this provision.

i) Reporting Violent Incidents
An employee who encounters, or who is involved in a violent situation, must promptly report the incident to the employer. The employer shall immediately forward the report to the District Health and Safety Committee, the Union Secretary and the applicable Shop Steward.

ii) Notification of Physical Risk
• The employer shall notify staff who may be at risk of violence and will reduce the risk through the provision or training, alteration or
working arrangements and other appropriate methods as may be required through the circumstances of each case.

- Appropriate debriefing and post-traumatic counselling will be made available for employees who have been victims of violence, or who have witnessed a violent act. Where an employee requires time off to attend debriefing or post-traumatic counselling, it shall be without loss of pay.

h) Worksite Environment
Except for employees who are responsible for maintenance and upkeep of the following conditions, employees shall only be expected to work at work sites that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic and meet health and safety standards. The following health standards shall be maintained to the fullest extent possible:

i) Temperature must be maintained above 18°C and below 24°C.

ii) There must be an uninterrupted supply of water for drinking and washing.

iii) Washrooms must be functional and sanitary.

iv) Waste must not accumulate in such a way as to cause unsanitary conditions.

v) All classrooms, offices, halls and exits must be adequately lighted.

vi) Rooms designated as lunchrooms and/or cafeterias must be in a sanitary condition.

vii) Dust levels must be at a level where there is no discomfort for students or staff.

viii) Combustible materials shall not be kept in hallways, stairs, walls, furnace rooms; nor can fire exits be blocked in any way.

ix) Specific problems which endanger the health and safety of employees must be eliminated.

x) Adequate supplies of soap, towelling and tissue must be maintained.

i) Procedure in the case of an Emergency in a Work Site:
In accordance with Board Policy 907 and Board Regulation 907R – Post Disaster Procedures the following procedures shall apply:

i) If there is any possibility that a work site is not safe, employees shall be advised to vacate the site immediately.

ii) As soon as the immediate emergency has been dealt with and the staff has vacated the site, the supervisor(s) shall immediately notify the Superintendent of Schools or designate and the Union’s Health and Safety Representative. The Superintendent or designate shall notify the President of the Union or designate of the nature of the emergency.

iii) The Superintendent or designate, the supervisor(s), the President of the Union or designate and the Union’s Health and Safety Representative
shall meet to discuss the nature of the emergency and plans to eliminate the unsafe conditions.

iv) The Superintendent or designate shall consult with the President of the Union or designate prior to resuming normal operations at the work site.

v) The Superintendent or designate, in consultation with the Union’s representatives to the Health and Safety Committee, shall continue to monitor the building conditions for a minimum or sixty (60) days.

vi) In the event that the Board closes a workplace or a section of a workplace because the workplace or sections of it are deemed to be unsafe or potentially unsafe to occupy, or emergency action is required to correct a condition which constitutes an immediate threat to workers only those qualified and properly instructed workers necessary to correct the unsafe condition shall be allowed to enter the site, and every possible effort must be made to minimize the hazard while work is being done.

j) Procedures in the Case of an Earthquake
The Board shall develop directives and provide advice regarding earthquake preparedness in accordance with Regulation 504.9 and 504.10-R. Earthquake drills will be held in worksites as directed by the Superintendent of Schools or designate.

k) Hearing Tests
The Board shall maintain a program for annual hearing tests for employees who are engaged in work that potentially could cause hearing loss.

Section 18 Indemnification Clause
The School Board recognizes that as a general principle it has an obligation to its employees to indemnify them from damages and costs incurred by them as a result of actions or prosecutions brought against employees acting in the ordinary course of their duties.

The Board shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

The Board shall reimburse an employee for reasonable expenses incurred if criminal proceedings arise from any acts or omissions which occurred during or arose out of the performance of his/her duties, including a duty imposed by statute, provided the employee is not convicted of the criminal offence.
Section 19 Communicable Disease Protection
Where an employee working in an environment where serious communicable
diseases have been determined by the School Medical Health Officer to exist, the
Board will pay expenses associated with preventive medication not covered by
the employee's own medical insurance coverage.

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

Section 20 First Aid
The Board shall pay an annual allowance (in monthly installments) to qualified
employees who agree to act as a designated First Aid attendant as required under
the WorkSafeBC Occupational Health and Safety Regulations:
- $300 to an employee who holds a valid Level I First Aid Certificate
- $1200 to an employee who holds a valid Level II First Aid Certificate

Section 21 Administration of Medication
The Board shall maintain policies and procedures governing the administering of
medicines and medical procedures to students. No employee shall be disciplined
for following those policies and procedures. The Board shall provide copies of
these policies and procedures to employees who may be required to perform such
duties and shall post those policies and procedures in all staff and medical rooms.

Section 22 Para-Educator Supervision
All Para-Educators employed by the Board to assist teachers in carrying out their
responsibilities and duties under the School Act and Regulations shall be assigned
to classes and/or students by the Principal and shall be assigned specific duties by
the teacher during the appropriate periods of time. Teachers shall not assume
employment supervision responsibilities for Para-Educators.

Section 23 Non-Sexist Environment
The Board does not condone and will not tolerate any written or verbal
expression of sexism and shall annually notify in writing, its employees of this
position.

The Board and the Union will work towards creating and promoting a non-sexist
environment. A non-sexist environment shall be defined as that in which there is
no discrimination against females and/or males by portraying them in gender
stereotyped roles or by omitting their contributions to the School District.

Section 24 Assistance to Falsely Accused Non-Teaching Staff
When a member of CUPE has been accused of child abuse or sexual misconduct
in the course of exercising the employee’s duties as an employee of the Board, and
a) an investigation by the Board has concluded the accusations are false; or
b) the employee is acquitted of criminal charges in relation to the accusations and the arbitrator considering the discipline or dismissal of the employee finds the accusations to be false and finds that no disciplinary action is appropriate, the employee shall be entitled to assistance from the Board as provided in this Section.

i) The employee and the employee’s family shall be entitled to reasonable specialist counselling and/or medical assistance to deal with the negative affects of the allegations as recommended by a medical professional or if the President of the Union and the Superintendent of Schools (or their designates) determine counselling/assistance is necessary.

ii) The employee shall be assisted by the Board in assuring a successful return to duties; including any necessary leave with pay, first priority for reassignment to a vacant position for which the employee is qualified (if requested by the employee), and provision of factual information to parents by the Board (if requested by the employee).
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ARTICLE 24
DEFINITIONS OF POSITIONS

Please refer to Job Descriptions covering Non-Teaching positions, printed separately.

Section 1 Positions

a) OPERATIONS
Solo Janitor is a Janitor regularly working alone in a school where no daytime Custodian is employed. A Janitor so employed on a regular basis for four (4) hours or more each shift will receive the full allowance. A Janitor so employed on a regular basis for less than four (4) hours each shift will receive fifty percent (50%) of the allowance.

b) TRANSPORTATION
Bus Driver/Janitor is an employee who is in possession of a Class 4 License and who operates a mini-bus transporting pupils to and from school for four (4) hours per day and who also performs Janitorial duties for three and one-half (3 1/2) hours per day in accordance with the definition of Janitor contained in Article 15 (B) of this Agreement. The Mini-Bus Driver/Janitor shall be scheduled as the driver for daytime trips which are scheduled one or more days in advance.

c) MAINTENANCE
Head Tradesman is a skilled tradesman responsible for direct supervision over four (4) or more employees, or who is required to give supervision to projects being undertaken by Contract.

Relief Labourer is a regular employee selected through the posting procedure to work as a labourer on occasions as determined by the Maintenance Department. No less than two employees shall be designated as Relief Labourers.

d) PARA-EDUCATOR
Educational Computer Assistant is an employee performing clerical, typing and limited operational duties related to the educational computer system under the supervision of a teacher/operator. Typical duties include recording information related to system usage, monitoring normal system operation, performing well-defined information backup procedures, and distributing pre-written materials; and such other duties as may be required to assist the teacher/operator. Basic typing skills and a driver's license are required for this position.

e) MISCELLANEOUS
Student Employed at D.R.C. is an employee who packs and unpacks textbook orders, educational support materials under explicit instructions, guidelines, procedures and marks orders as returned or issued. Good English, the ability to keep accurate count of textbooks, educational support materials, and the physical ability to lift, move and stock boxes weighing up to 40 lbs. are required for this position.
Section 2   Exclusions
It is mutually agreed the positions of Director - Maintenance & Operations, Manager – Maintenance & Operations, Maintenance Manager – Natural Resources, Assistant Manager - Operations, Assistant Manager – Maintenance, Assistant Manager – Transportation & Stores will be excluded from the bargaining unit provided however, that in filling these positions, the provision of Article 21, Section 6 shall apply.
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FOR THE BOARD OF EDUCATION,
SCHOOL DISTRICT NO. 38 (RICHMOND):

original signed
D. Kaltenbach
District Administrator – Human Resources

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 716

original signed
J. Kaiser
President
Explanation of Following Table

The figures show the number of working days* of supplementary vacation, and appear in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the vacation years beginning with the one in which they were credited but prior to the vacation year in which the next 5 days are credited.

Examples: An employee hired in 1983 is in his/her 16th calendar year during 1998. The employee in 1998 will be credited on July 1, 1998 with 5 supplementary working days which may be taken at any time between July 1, 1998 and July 1, 2003. On July 1, 2003 the employee will be credited with a further 5 supplementary working days, etc.

Each regular employee will be credited with 5 supplementary working days on July 1 of his/her 11th calendar year which may be taken at any time prior to the end of the 15th vacation year, etc.

In summary, each employee will receive one supplementary week of vacation at the beginning of each 5 vacation years following completion of 10 calendar years of service, with each supplementary week to be taken during the course of the 5 year vacation period.

*Entitlement in working days is based upon a five-day work week.
# 2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

## SUPPLEMENTARY VACATION TABLE

### ENTITLEMENT YEAR

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APPENDIX B
APPRENTICESHIP REGULATIONS

1) This clause shall apply to apprentices who enter into a contract with the Board under the provisions of the Apprenticeship and Tradesmen's Qualification Act.

2) Every apprentice shall be bound by all the provisions of the Collective Agreement between the Board and the Union prevailing from time to time.

3) This clause and the contracts of apprenticeship entered into pursuant to this Agreement shall be governed by the provisions of the Apprenticeship and Tradesmen's Qualification Act.

4) An apprentice shall be paid the regular rate of pay while attending full time courses requiring five or more hours of instruction per day set by a training authority established under the Apprenticeship and Tradesmen's Qualification Act during each year of apprenticeship. This payment shall be made for only one course of apprenticeship completion and certification. No payment shall be made to an apprentice for repetition of a course occasioned by his/her failure to pass an examination.

5) Where an apprentice is absent from work by reasons of sickness or injury, the Board shall extend the term of such apprentice's contract but such extension shall not exceed six (6) months in duration without the approval of the Secretary-Treasurer of the Board.

6) Any apprentice failing an examination conducted under the direction of the Director of Apprenticeship and Industrial Training shall be permitted to repeat the examination once only at the next available examination period. Should the second examination be failed, the apprentice's contract shall be terminated.

7) Every apprentice who has obtained a certificate of proficiency or a certificate of apprenticeship in his/her designated trade under the Act for whom no journeyman's position is immediately open in the School District shall, if the Board deems work is available, be retained on staff for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in his/her contract of apprenticeship; and after the expiration of the said six (6) months period, the Board shall have no obligation to continue his/her employment.

8) All vacancies for apprentice positions shall be posted in accordance with the provisions of the Collective Agreement.

9) An employee who was on staff as of the signing of this contract who enters into a contract of apprenticeship with the Board shall be paid during the term of such contract:

   a) his/her regular rate of pay as of the date of his/her contract of apprenticeship (without any further wage increases during the term of his/her contract of apprenticeship); or
b) the rate of pay established by the terms of the Collective Agreement between the Board and the Union for the level he/she attains from time to time under his/her contract of apprenticeship

whichever rate is the higher.

10) The Board will ensure that the apprentices will be given the necessary on-the-job practical training.

11) Entrance to any apprenticeship will be subject to the applicant meeting the standards required for acceptance by the Apprenticeship and Industrial Training Branch.

12) 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 his/her right to wage increments provided for in this Agreement.

13) The first three (3) months of the term of apprenticeship shall be a probationary period.

14) The Apprenticeship Agreement shall be prepared before the end of the probationary period and shall be signed by the apprentice (and, if a minor, his/her parent or guardian).

15) Each applicant for an apprenticeship (and, if he/she is a minor, his/her parent or guardian), shall be given an opportunity to read these standards before signing the Apprenticeship Agreement.

16) Every apprenticeship agreement 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.

17) Copies of each Apprenticeship Agreement, completely filled out, shall be given to the apprentice and the Union.

18) Apprentices shall be required to attend classes pertaining to his/her trade as laid down by the Apprenticeship Branch of the Department of Labour, British Columbia.

19) In cases of failure on the part of any apprentice to fulfill his/her obligations in respect to school attendance, the Board, subject always to the Grievance Procedure contained in this Agreement, shall have the authority to recommend to the Apprenticeship Branch of the Department of Labour, British Columbia, that they suspend or revoke his/her agreement, or to notify the Union of the violation for disciplinary action. Any appeal through the Grievance Procedure shall be settled prior to a recommendation being made to the Apprenticeship Branch of the Department of Labour.
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20) The apprentice's hours of work shall be the same as those of the journeyman, but in no case shall overtime be worked by the apprentice on days the apprentice is scheduled to attend school.

21) Apprentices shall be paid overtime rates in accordance with the overtime provisions contained in the current Collective Agreement and based on the apprentice's regular rate of pay.

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

23) The ratio of apprentices to journeymen shall not exceed one apprentice to four journeymen.

24) In the event that an apprentice is required to attend classes during his/her normal working hours, the employee shall be paid his/her full rate of pay at the regular hourly rate. This clause shall not apply to night school programs. No payment shall be made for repeating a course.

25) Remuneration shall be in accordance with the provisions set down in the Apprenticeship and Tradesmen's Qualification Act.

APPRENTICE SALARY SCHEDULE

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Order in Council - December 4, 1974
It is agreed between the parties that it is desirable that there should be a standard procedure for a PAY EQUITY/GENDER NEUTRAL JOB EVALUATION MAINTENANCE AGREEMENT for positions and classes covered by the Collective Agreement between the parties.

The 1999 approved Job Descriptions, Ratings, Job Evaluation Plan, the Job Evaluation Questionnaire, the Pay Equity Implementation Agreement and the Collective Agreement are the guiding documents of this Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement and shall be the basis for all future procedures.

a) Joint Job Evaluation Committee

The Pay Equity/Gender Neutral Job Evaluation Agreement shall be administered by a Joint Job Evaluation Committee (J.J.E.C.) which shall consist of two committee members and one alternate representing the Board and two committee members and one alternate representing the Union. The committee shall be gender balanced and reflect as wide a variety of classifications as possible.

The Board shall arrange leaves of absence for the committee members to do the J.J.E.C.'s work and shall pay all costs associated with the J.J.E.C's work. The Board will supply necessary clerical support so the J.J.E.C. may do it's work in a timely manner.

b) Joint Job Evaluation Committee (J.J.E.C.) Responsibilities

i) Review new positions established by the Board.
ii) Review existing positions or classifications as requested by the employee, Union or the Board.
iii) Modify the job descriptions of existing positions or classifications as requested by the employee, Union or the Board.
iv) Review appeals of positions or classifications as requested by the employee, Union or the Board.

c) Joint Job Evaluation Committee Decisions

All J.J.E.C. decisions shall be by consensus of the committee. Where the committee cannot reach consensus the matter shall be referred to the parties for discussion. If unresolved at that stage the matter may be taken to arbitration pursuant to this agreement.
d) Establishment of New Positions and Classifications

Whenever the Board needs to establish a new position, the following procedures shall apply:

i) The Board shall prepare a draft Job Description for the position.

ii) The J.J.E.C. shall meet and based on the draft job description and preliminary rating of the position establish a temporary pay rate.

iii) The position(s) shall be posted and any person appointed to the position shall be paid the temporary pay rate. The Union shall be notified that the posting has been filled.

iv) After six (6) months from the appointment of an incumbent to the position, the incumbent(s) and the supervisor shall complete a Job Evaluation Questionnaire, which shall be submitted, along with an updated Job Description, to the J.J.E.C.

v) The J.J.E.C. shall review the Job Description and rate the position accordingly. The rating of the position shall determine the pay rate for the position. The J.J.E.C. shall notify the incumbent, Board and Union of any changes to the Job Description and the rating.

vi) The calculated pay rate shall be paid to each incumbent effective the date of their appointment to the position.

vii) In the event that the pay rate is lower as the result of the six month re-examination of the job, the incumbent's current pay rate will be reduced to the new pay rate at the beginning of the next pay period following completion of any Appeal Review or Arbitration. The J.J.E.C. shall notify the employee, Board and Union.

e) Job Evaluation Reviews for Female Dominated Positions

Whenever the Board changes the duties and responsibilities of a position or the incumbent(s)/Union feel that the duties and responsibilities of a position have been changed, or that the Job Description does not reflect the duties and responsibilities of the position, the following procedures shall be followed:

i) The incumbent(s)/Union or the Board/supervisor may request a Job Evaluation Review by completing and submitting a Job Evaluation Review Request Form. The date that the completed Job Evaluation Review Request Form is received by the J.J.E.C. is the date that any retroactivity shall be implemented. The J.J.E.C. shall provide the Job Evaluation Questionnaire to the incumbent(s) so that their portion of the Questionnaire can be completed and returned to the J.J.E.C. within thirty (30) calendar days. If this time limit is not met, it will be assumed that the employee(s) no longer want the review and the request for review is terminated. When the Questionnaire has been returned to the J.J.E.C., it shall then be sent to the supervisor for the completion of the Questionnaire and shall be returned within thirty (30) calendar days to the J.J.E.C.
ii) Upon receipt of a completed Job Evaluation Questionnaire, the J.J.E.C. shall proceed to review the position. Where further information is required, interviews shall be held with employee(s) and/or supervisors and/or visits to the work site. Based on all information, the J.J.E.C. shall update the Job Description as necessary. The J.J.E.C. shall normally have thirty (30) working days to complete a Job Evaluation Review after receipt of the completed Job Evaluation Questionnaire.

iii) Where the Job Description has been changed, the J.J.E.C. shall meet to rate each sub-factor, and to establish a new Rating for the position and advise the incumbent(s), the Board and the Union of its decision.

iv) The rating of the position shall determine the pay rate for the position. If there is less than fifteen (15) point change in the revised rating for the position, the pay rate will remain as in the Collective Agreement.

v) If there is a fifteen (15) point or greater change in the revised rating for a position, the pay rate shall be determined by the following formula:

vi) Adjust the Collective Agreement pay rate for the position by an amount equal to the point change multiplied by the cents per hour (3 cents) adjustment resulting from the original calculation of the male regression line.

vii) In no circumstances may an inequity identified in the initial pay equity review be re-established.

viii) When the review is complete, the J.J.E.C. shall provide the Board, the Union and the incumbent(s) a copy of the Job Description, Rating and/or new pay rate. Both parties should respond with their acceptance within thirty (30) working days. No response to the J.J.E.C. within thirty (30) working days, from the Board or the Union shall indicate acceptance of the J.J.E.C.'s review results.

ix) If the Board or Union are not able to agree on the Job Description, Rating or Pay rate, the matter shall be referred to an Appeal Review.

f) Job Evaluation Review for Male Dominated Positions

Whenever the Board changes the duties and responsibilities of a position or the incumbent(s)/Union feel that the duties and responsibilities of a position have been changed, or that the Job Description does not reflect the duties and responsibilities of the position, the following procedures shall be followed:

The incumbent(s)/Union or the Board/supervisor may request a Job Evaluation Review by completing and submitting a Job Evaluation Review Request Form to the J.J.E.C. The date that the completed Job Evaluation Review Request Form is received by the J.J.E.C. is the date that any retroactivity shall be implemented. The J.J.E.C. shall provide the Job Evaluation Questionnaire to the incumbent(s) so that their portion of the Questionnaire can be completed and returned to the J.J.E.C. within thirty (30) calendar days. If this time limit is not met, it will be assumed that the
employee(s) no longer want the review and the request for review is terminated. When the Questionnaire has been returned to the J.J.E.C., it shall then be sent to the supervisor for the completion of the Questionnaire and shall be returned within thirty (30) calendar days to the J.J.E.C.

Upon receipt of a completed Job Evaluation Questionnaire, the J.J.E.C. shall proceed to review the position. Where further information is required, interviews shall be held with employee(s) and/or supervisors and/or visits to the work site. Based on all information, the J.J.E.C. shall update the Job Description as necessary. The J.J.E.C. shall normally have thirty (30) working days to complete a Job Evaluation Review after receipt of the completed Job Evaluation Questionnaire.

Where the Job Description has been changed, the J.J.E.C. shall meet to rate each sub-factor, and to establish a new Rating for the position and advise the incumbent(s), the Board and the Union of its decision.

When the review is complete, the J.J.E.C. shall provide the Board, the Union and the incumbent(s) a copy of the Job Description and the rating. Both parties will then meet to negotiate a rate of pay consistent with the pay plan adopted by the parties and considering the PSEC principle that after the initial pay equity review is complete the parties must maintain the principles of pay equity as outlined in the 1995 Pay Equity Policy - Principle and Guideline documents.

The rating of the position shall determine the pay rate for the position. If there is less than fifteen (15) point change in the revised rating for the position, the pay rate will remain unchanged.

If there is a fifteen (15) point or greater change in the revised rating for a position, the J.J.E.C. will recommend a pay rate for the position that considers the principles of Pay Equity as outlined in the 1995 Pay Equity Policy Δ Principles and the formula that follows:

Adjust the Collective Agreement pay rate for the position by an amount equal to the point change multiplied by the cents per hour (3 cents) adjustment resulting from the original calculation of the male regression line.

In no circumstances may an inequity identified in the initial pay equity review be re-established.

When the review is complete, the J.J.E.C. shall provide the Board, the Union and the incumbent(s) a copy of the Job Description, Rating and/or new pay rate. Both parties should respond with their acceptance within thirty (30) working days. No response to the J.J.E.C. within thirty (30) working days,
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from the Board or the Union shall indicate acceptance of the J.J.E.C.'s review results.

If the Board or Union are not able to agree on the Job Description, Rating or Pay rate, the matter shall be referred to an Appeal Review.

g) Appeal Review

If the Board or the Union do not accept the results of the J.J.E.C. review, they may initiate an Appeal Review by filing an appeal letter with all pertinent information, to the J.J.E.C. within thirty (30) calendar days. The J.J.E.C. will then meet for an Appeal Review of the new information so provided and will respond within another thirty (30) calendar days. The J.J.E.C. may also invite the parties to the Appeal Review if necessary. Either party may attend the J.J.E.C. deliberations if they so desire.

Results of the Appeal Review shall be communicated by the J.J.E.C. to both parties. Should the Appeal Review results not be accepted by the Board or the Union, then the matter may be referred to Arbitration within thirty (30) calendar days of the J.J.E.C.'s Appeal Review Report.

h) Arbitration

The matter shall be referred to Joan Gordon or Rod Germaine as a single arbitrator for binding resolution. The arbitrator shall first of all attempt to settle the matter by mediation-arbitration. The arbitrator shall be provided with all relevant documentation. Either party may have advisors or counsel present at the mediation-arbitration.

If unable to do settle the matter the arbitrator shall proceed to hear the case and make a ruling.

The Arbitrator shall be bound by the Collective Agreement, Pay Equity Plan documents and this Agreement and shall not have the power to modify or amend any of their provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.

The Board and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

The Arbitrator's fees and expenses shall be borne equally between the parties.
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i) Time Limits

The time limits contained in this agreement may be extended by mutual agreement of the parties.

j) Job Descriptions and Ratings

Once a Job Evaluation Review is complete and accepted by the Board and the Union, the revised Job Description(s) and Rating(s) shall be implemented by the parties and shall supersede the former or shall be added.

k) Pay Adjustments Resulting From Job Evaluation

In the event that a position or job description is changed and results in a new pay rate, that new pay rate shall be implemented to the date of retroactivity that has been previously established. The pay rate changes shall be implemented when the Review, the Appeal Review or the Mediation-Arbitration is final. In no circumstances will an employee's pay rate be reduced.

l) Changes to the Job Evaluation Plan

The Joint Job Evaluation Committee may request from time to time that the Job Evaluation Plan or Job Evaluation Questionnaire be modified. These documents may be modified at any time by mutual consent of the parties.

m) Term of Agreement

This Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement shall remain in full force and effect unless either party gives written notice of its intention to amend or terminate this Agreement.

Notice shall be given at least sixty (60) days prior to the expiry of the collective agreement.

If such notice is given, this Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement shall be terminated if there is no agreement to amend or to continue this agreement during bargaining for renewal/revision of the collective agreement.

Signed this __6__ day of __August__, 1999 and effective December 1, 1999.

For the Union

For the Employer

[signature]
Linda Barnes - President

[signature]
Scott Morgan – Supervisor – Non-Teaching Personnel
LETTER OF UNDERSTANDING

re: Work Experience/Job Shadowing/Career Preparation

The following shall apply to the Richmond School Board’s program of student placements in Work Experience, Job Shadowing or career Preparation programs to assignments within the operations of the School District that impact upon the jurisdiction of the bargaining unit and work performed by members of CUPE Local 716.

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

References made to Work Experience shall also include Job Shadowing and Career Preparation.

Requests for student placements shall be forwarded to the Union through the Board (individual teachers and schools may not approach the Union directly).

Placements shall not occur without the express written consent of the Union. Each request shall be considered by the Union’s Executive on an individual basis. Requests must be received in a timely manner and must be forwarded, in writing, to the Union’s President (or designate).

Criteria:

1) Students of Work Experience will not replace or displace any regular, temporary, part-time or casual employee. Work Experience students shall not be used to supplement the work force. The assignment of a student to a Work Experience placement shall not result in the lay-off of any regular, temporary, part-time or casual employees.

2) At no time will a student be placed or continue in a workplace during a strike or lockout. If a strike or lockout arises during a Work Experience placement, the Board will notify the educational supervisor and the placement shall be suspended. No student on a Work Experience placement shall have cause to cross any picket line honoured by CUPE Local 716.

3) Employee participation in a Work Experience placement shall be voluntary. The employee who is assigned to supervise a student on a Work Experience placement will be provided adequate time with the student without penalty or threat of discipline.

4) The indemnification clause in the Collective Agreement shall apply to all employees participating in a Work Experience placement.

5) On commencement of a Work Experience placement, the Board shall provide students with general and job-specific training in the safe performance of their duties. Appropriate safety equipment shall be provided and/or identified prior to the commencement of a Work Experience placement.

6) By Order-In-Council, the students, for the purpose of the Workers’ Compensation Act are deemed to be “workers” of the Government of the Province of British Columbia. A copy of the Standard Work-Site Agreement is attached.
7) The student on a Work Experience placement will be supervised by the employee(s) whose job (s) he/she is learning. Students designated “Special Needs” by the Board shall be accompanied, as required, by an Educational Assistant. The hours of work of a student on Work Experience shall be within those of the supervising employee(s).

8) Students will be instructed on the importance of respecting confidential information and will not be placed in assignments where they will have unsupervised access to confidential student or employee records.

9) At the end of a Work Experience placement, the student’s workplace supervising employee/mentor will evaluate the student worker in the performance of his/her duties, on a form provided by the teacher.

10) Upon the commencement of Work Experience placement, the Union will supply a union information package to the student.

11) Work Experience placements shall not exceed 30 hours for students in Career & Personal Planning, 120 hours for students in Career Preparation programs, or as prescribed for special needs/pre-employment students, without the written agreement of the Union.

12) Periodic meetings between the Union and the Board will be held to discuss Work Experience placements within the School District.

Signed this _____ day of May, 1996

For the School District: ___________________________ For C.U.P.E. Local 716: ___________________________

_ original signed _
W.S. Morgan
Supervisor – Non-Teaching Personnel

_ original signed _
P. Charles
President
LETTER OF UNDERSTANDING

re: New Positions

It is agreed that the establishment of a Registration Clerk position be referred to processes contained in the Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement.

Signed this 14th day of March, 2000:

For the School District:  

original signed  

S. Morgan  
Supervisor – Non-Teaching Personnel

For CUPE Local 716:  

original signed  

L. Barnes  
President
LETTER OF UNDERSTANDING

Re: Applications from full-time employees for a reduction in hours

Requests for a temporary reduction in hours can be initiated by interested, full-time regular employees in writing to the Supervisor of Non-Teaching Personnel. Applications will be given consideration where the needs of the school and/or the department will continue to be met and alternative part-time positions are not readily available. Also, the viability of the proposal will be considered with respect to increased salary and benefit costs for the district.

If the Board's concerns are satisfied, the Supervisor of Non-Teaching Personnel will forward the request to the Union President for consideration.

All arrangements will reflect the Union's and the Board's desire to maintain and preserve full-time positions.

Approved job sharing arrangements will be consistent with the following conditions:

1) A letter of understanding between the Union and the Board will be made in each specific case.

2) Job sharing arrangements will not result in a permanent reduction in the total number of full-time positions in the District.

3) When a job sharing arrangement is agreed upon, a posting for the new temporary position will be issued.

4) Arrangements are to be considered temporary for the duration of the current school year or such other appropriate length of time not to exceed 12 months.

5) If the incumbent, full-time employee wishes the arrangement to be extended, a written application for extension must be made at least three months prior to the expiration date. The application for extension will be reviewed by the Union and the Board and can be renewed for a further period of up to 12 months or one school year only.

6) The work schedule for the shared position shall remain the same, as if the position were not shared (i.e. the two employees will not work simultaneous hours).

7) Employees party to these arrangements will be entitled to benefits subject to the provisions of the Collective Agreement.

8) Joint applications from two or more employees for a single, full-time posted vacancy will not be accepted.

9) If there is a significant change in the school or department's needs in mid-year, the job sharing arrangement may need to be reconsidered.
10) If the incumbent full-time employee resigns or is reassigned during the tenure of a job sharing arrangement, the sharing arrangement will be canceled and the original full-time position will be posted.

11) Should the incumbent full-time employee need to discontinue the job sharing arrangement due to a significant change in his/her personal circumstances, the position will revert to full-time and the second incumbent will return to his/her original position.

12) When the term of the job sharing arrangement expires, both incumbents will revert to their original positions.

Signed this 15th day of March, 2000:

For the School District:  For CUPE Local 716:

original signed  original signed
S. Morgan  L. Barnes
Supervisor – Non-Teaching Personnel  President
2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

re: Staff Development/Inservice

The Board of Education recognizes, supports, and encourages all employees in their staff development. In this regard, the Board undertakes to:

- continue to support and facilitate the operation of district committees to identify and organize inservice opportunities for Clerical and Para-Educator staff and for other support staff in Maintenance, Operations and Transportation.

- support and facilitate inservice and professional development activities of all non-teaching staff on district-wide professional development days. In consideration of the scheduling of maintenance and operations work, alternate dates may be selected for inservice and professional development activities for staff in these areas.

Signed the 25th day of March 2000:

For the School District: For C.U.P.E. Local 716:

original signed original signed

S. Morgan L. Barnes
Supervisor – Non-Teaching Personnel President
LETTER OF UNDERSTANDING

re: Professional Development / Inservice

The Board agrees that professional growth for all employees is desirable throughout their career. It is part of each individual employee's responsibility to seek out and pursue opportunities to grow professionally and since employee growth enhances education, it is part of the Board's responsibility to support professional development within the District as well as outside the District.

Therefore the parties agree to refer this issue to a committee which shall consist of two (2) representatives for the Board and two (2) for the Union and shall meet within thirty (30) days of ratification of the Memorandum of Agreement.

The committee shall consider ways and means of providing staff development opportunities for regular employees at no cost to the Board. Recommendations of the committee shall be subject to ratification by the Board and the Union.

Signed the 25th day of March 2000:

For the School District: For C.U.P.E. Local 716:

S. Morgan L. Barnes
Supervisor – Non-Teaching Personnel President
Letter of Understanding

Re: Placement of Post-Secondary Practicum Students

The following shall apply for the confirmation of post-secondary student Practicum placements within the School District that impact upon the jurisdiction of the bargaining unit and the work performed by members of CUPE, Local 716.

Requests from institutions for post-secondary practicum placements in the District shall be received and considered by Non-Teaching Personnel.

If the Board feels these requests can be met within the district, the information will then be forwarded to the Union President (or designate) detailing the type of program, the institution name, the practicum duration dates and other pertinent information. This information shall be forwarded, in writing, in a timely manner. Should the Union have any objections, representatives of the Union and the Board shall meet if necessary to discuss and resolve any questions or concerns the Union may have regarding the placement request.

Practicum placement arrangements shall be made by Non-Teaching Personnel with schools and/or departments and a Confirmation of Post-Secondary Student Practicum form shall be completed and signed by all parties concerned (see attached).

In considering practicum placement requests from institutions, the following criteria must be met:

i) Students on practicum placement will not replace or displace any regular, temporary, part-time or casual employee. Practicum students shall not be used to supplement the workforce. The assignment of a student to a practicum placement shall not result in the lay-off of any regular, temporary, part-time or casual employee.

ii) At no time will a student be placed or continue in a workplace during a strike or lockout. If a strike or lockout arises during a practicum placement, the Board will notify the educational institution and the practicum shall be suspended. No student on a practicum placement shall have cause to cross any picket line honoured by CUPE, Local 716.

iii) Employee participation in a practicum placement shall be voluntary. An employee participating in a practicum placement shall be assigned adequate time with the practicum student without penalty or threat of discipline.

iv) Employees participating in a practicum placement shall be considered acting in the ordinary course of duty as contemplated by the indemnification clause in the Collective Agreement.

v) On commencement of a practicum placement, the Board shall provide students with general and job-specific training in the safe performance of their duties. Appropriate safety equipment shall be provided and/or identified prior to the commencement of a practicum placement.
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vi) Institutions requesting practicum placements shall provide appropriate Workers' Compensation Board coverage for practicum students while placed in the District.

vii) The student on a practicum placement will be supervised by the employee(s) whose job(s) he/she is learning. At the end of a practicum placement, the student's workplace supervising employee/mentor may be requested to provide input into the evaluation of the student worker's performance of his/her duties.

viii) The hours of work of a student on practicum placement shall be within those of the participating CUPE employee(s).

ix) Practicum students will be instructed on the importance of respecting confidential information and will not be placed in assignments where they will have unsupervised access to confidential student or employee records.

x) Upon commencement of a practicum placement, the Union will supply an information package to the student.

xi) Practicum placements shall not exceed the agreed duration.

Signed this 25th day of March, 2000:

For the School District: For CUPE Local 716:

original signed
S. Morgan  L. Barnes
Supervisor – Non-Teaching Personnel  President
2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

MEMORANDUM OF AGREEMENT

Re: Implementation of the Four-Hour Minimum Work Day

Applicable to Bus Drivers and Bus Attendants in the Transportation Department

The four-hour daily minimum will be applied retroactively to September 1, 2001.

Bus Drivers:
Part-time Bus Drivers will be assigned additional hours from the following categories and in the order indicated to achieve the four-hour daily minimum:

Bus Driving – i.e.: field trips and/or substituting for absent Bus Drivers in the morning.
Bus Attendant – should no bus driving work be available on any given day, the individuals may be assigned to morning Bus Attendant work.
Other work as assigned including work for the Operations Department appropriate to the qualifications of the individuals involved.

Should no work be available as described above, a minimum of four (4) hours at the Bus Driver rate shall be paid.

Applicable to Rental Custodians

In accordance with Article 7 – I (Four Hour Minimum Workday), Section 2 (c), the parties agree that the four-hour minimum workday applies to Rental Custodians working on Saturdays, Sundays, and statutory holidays. For Rental Custodians working on weekdays (Monday through Friday) a three-hour minimum applies.

Signed this 4th day of April 2002

for School District No. 38 (Richmond): For CUPE local 716:

______________________________  ________________________________
Scott Morgan    Peter Charles
Supervisor – Non-Teaching Personnel  President
2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

Re: Hours of Work & Vacation Carry Over – Educational Assistants

For the term of the new Collective Agreement, “full-time” Educational Assistants which includes: Educational Assistants, Educational Assistants – Braillists, Educational Assistants – Registered Nurse, Educational Assistants – Sign Language, Youth Support Workers shall be employed for six (6) hours per day five (5) days per week.

“Full time” (thirty (30) hours per week) Educational Assistants shall be assigned to work an additional two (2) hours biweekly for the purposes of consultation and preparation. Educational Assistants will perform such work during the regular hours of work at times which best meet the requirements of the school. It is understood that the utilization of these hours will not result in overtime pay.

Part time (fewer than thirty (30) hours per week) Educational Assistants shall be assigned to work an additional one (1) hour biweekly for the purposes of consultation and preparation. Educational Assistants will perform such work during the regular hours of work at times which best meet the requirements of the school. It is understood that the utilization of these hours will not result in overtime pay.

Notwithstanding Article 7A – Hours of Work – Overtime, Section 1 and 2, hours worked in excess of six (6) hours in a day or thirty (30) hours per week, unless prescheduled twenty-four (24) hours in advance, shall be paid at overtime rates. I.e. time and one-half for the first four (4) hours in a week and double-time thereafter.

Hours worked in excess of seven (7) hours in one day or thirty-five (35) hours in one week shall be paid at overtime rates in accordance with Article 7A, Section 2, regardless of notice.

The parties recognize that value and importance of involving Educational Assistants in the development and implementation of IEPs. At various stages of the process Educational Assistants play an integral role. When an employee is required to be in attendance at a meeting to develop or discuss an IEP, he/she shall do so on Board time, either within normal working hours or as set out above.

Vacation Carry Over Applicable to Educational Assistants

Notwithstanding Article 17 – Vacation Carry Over, Sec. 4, Educational Assistants may elect to defer up to a maximum of two (2) vacation days earned in excess of that used during the scheduled Christmas and Spring school closures. Educational Assistants who wish to take a part of their annual vacation during the following school year, shall request in writing their intention to do so and the proposed dates of vacation no later than June 30th. This request shall be submitted to their immediate supervisor and Personnel Services. Requested vacation days shall be granted subject to seniority and operational requirements and shall not be unreasonably denied.
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Vacation carried over but not used by June 30th of the following school year, will be paid out at the rate of pay effective in the month of June in the year the vacation was earned.

Vacation earned in excess of that used during the scheduled Christmas and Spring school closures, except vacation carried over, shall be paid out no later than October 31st of the following school year.

Signed this 10th day of May, 2005:

For the School District: For CUPE Local 716

original signed
S. Morgan
Supervisor – Non-Teaching Personnel

original signed
J. Kaiser
President
LETTER OF UNDERSTANDING

re: Spul’u’kwuks Modified School Calendar

This Letter of Understanding applies only to the specific situation of CUPE members employed at Spul’u’kwuks Elementary School at the time of its signing and establishes no precedence for future modified calendar staffing processes and is without prejudice to other provisions of the Collective Agreement.

Reassignment
Should a current school term employee not wish to remain at Spul’u’kwuks because of the change to an alternate calendar, the Employer and the Union will facilitate a transfer. If a transfer acceptable to the employee cannot be arranged, the employee may elect to post into another position or be placed on the list of regular unassigned employees. If a suitable placement cannot be made, current CUPE employees at Spul’u’kwuks, without prejudice to the collective agreement provisions concerning the definition of a layoff, shall be given an opportunity to bump less senior employees within their job classifications.

Number of Days of Employment
Educational Assistants, Clerical staff and Noon Hour Supervisors at Spul’u’kwuks work the same number of days as they would under a standard school calendar.

Transportation
In the event that student transportation is required during the month of July, “laid off” regular Bus Drivers will be called for that work in accordance with the Collective Agreement (Article 13, Section 5).

Postings
Future vacancies will be posted with information regarding the school year.

Operations Staff Vacation
Operations staff are required to take ten days vacation within the three break periods.

Dated at Richmond this 4\textsuperscript{th} day of May, 2005:

For the School District: For CUPE Local 716

\underline{original signed} \underline{original signed}
S. Morgan P. Charles
Supervisor – Non-Teaching Personnel President
2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

re: Garden City Modified School Calendar

This Letter of Understanding applies only to the specific situation of CUPE members employed at Garden City Elementary School at the time of its signing and establishes no precedence for future modified calendar staffing processes and is without prejudice to other provisions of the Collective Agreement.

Reassignment
Should a current school term employee not wish to remain at Garden City because of the change to an alternate calendar, the Employer and the Union will facilitate a transfer. If a transfer acceptable to the employee cannot be arranged, the employee may elect to post into another position or be placed on the list of regular unassigned employees. If a suitable placement cannot be made, current CUPE employees at Garden City, without prejudice to the collective agreement provisions concerning the definition of a layoff, shall be given an opportunity to bump less senior employees within their job classifications.

Number of Days of Employment
Educational Assistants, Clerical staff and Noon Hour Supervisors at Garden City work the same number of days as they would under a standard school calendar.

Transportation
In the event that student transportation is required during the month of July, “laid off” regular Bus Drivers will be called for that work in accordance with the Collective Agreement (Article 13, Section 5).

Postings
Future vacancies will be posted with information regarding the school year.

Operations Staff Vacation
Operations staff are required to take vacation within the three break periods.

Dated at Richmond this 4th day of March, 2010:

For the School District: For CUPE Local 716

_________ original signed _________ original signed
D. Kaltenbach J. Kaiser
District Administrator – Personnel Services President – CUPE Local 716
2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

For the duration of the Collective Agreement which expires on June 30, 2010, the following Letter of Understanding shall apply:

re: Call-outs for Security Runners.

Employees designated as Security Runners shall be selected through the posting procedure.

Designations shall continue until the employee resigns.

re: Maintenance Department – Stand-by Tradespersons

In September of each year, the Maintenance Department will invite tradespersons to express their interest for standby trades work after regular hours.

The department will select an appropriate number of tradespeople by seniority who meet the response criteria to be on standby.

Employees on standby shall be paid a standby allowance in accordance with the Collective Agreement.

Signed this 2nd day of May, 2006:

For the School District: 

For CUPE Local 716

S. Morgan 
Supervisor – Non-Teaching Personnel

J. Kaiser
President

original signed

original signed
2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

re: Religious Leave

The parties agree to meet and develop a policy on Religious Leave ‘work re-scheduling’ which will follow the principles outlined in the Richmond Teacher’s Association/ School District # 38 (Richmond) guidelines. Such a policy will be developed no later than December 31, 2006.

Signed the 30th day of May 2006:

For the School District:  For C.U.P.E. Local 716:

original signed  original signed
S. Morgan  J. Kaiser
Supervisor – Non-Teaching Personnel  President
LETTER OF UNDERSTANDING

re: Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement

As contemplated by Appendix D, Paragraph 1 of the Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement of the Collective Agreement, School District No. 38 (Richmond) and CUPE Local 716 agree to establish a Job Evaluation Review Committee for the purpose of reviewing the job evaluation process contained in Appendix D of the Collective Agreement.

The mandate of the Committee is to research, develop and recommend to the parties a simplified process to evaluate positions covered by this Collective Agreement. This Committee will consist of:

- Three (3) members from the Richmond School District, comprised of: the District Administrator - Support Staff, one serving member of the Joint Job Evaluation Committee (JJE C) representing the School District and one member from the District’s Excluded Staff and:
- Three (3) members from CUPE Local 716, comprised of: the President - CUPE Local 716, one serving member of the Joint Job Evaluation Committee representing CUPE Local 716 and one member selected by the Union to represent the members of CUPE Local 716.

Recommendations approved by the Committee will be presented to each party by their representatives for ratification and, if ratified by each of the signatories to this Collective Agreement, the process for implementation will be determined by mutual agreement of the Committee members. Appendix D of the Collective Agreement will be modified accordingly.

Signed this 25th day of February, 2011:

For the School District: For the Union:

original signed

Don Kaltenbach June Kaiser
District Administrator – Support Staff President – CUPE Local 716
LETTER OF UNDERSTANDING

re: Entitlement to Benefits for Temporary Assignments

Casual employees working in temporary assignments created by absence of employees on pregnancy, parental leave and extended parental leave, travel leave, general and education leave and absences created as a result of injuries to employees resulting in WorkSafeBC claims will be covered by Article 5 Section 1 and Article 20 Sections 5 (l) and 6 (f), after 52 weeks of continuous employment, not 26 weeks or 6 months, as mentioned in the above Articles. Casual employees who are selected for these positions must remain in these positions for the length of the assignment unless they are the successful applicant for a regular position. All other applicable provisions of the Collective Agreement will continue to apply to these employees.

Signed this 21st day of April, 2011:

For the School District:  
Don Kaltenbach  
District Administrator – Support Staff

For the Union:  
June Kaiser  
President – CUPE Local 716
March 13th, 2013

Ms. June Kaiser
President CUPE Local 716
PO Box 94383
Richmond BC
V6Y 2A8

Dear Ms. Kaiser,

The Richmond School District and CUPE Local 716 agree to implement a volunteer shift for Maintenance Workers of 8 consecutive hours starting no earlier than 6 am and a volunteer shift of 8 consecutive hours ending no later than 6 pm as the workload necessitates under the following conditions:

- A canvass of the appropriate work group along with a posted expression of interest list will be undertaken 5 working days prior to the assignment to solicit volunteers to work the identified volunteer shift.

- Where the number of volunteers will be restricted selection of volunteers will be based on seniority and the appropriate skill set.

- Employees working the volunteer shift may elect to withdraw from the shift by providing 5 working days’ notice to their supervisor.

- Employees working volunteer shifts will not be eligible for overtime payments unless they meet the criteria for overtime payments contained in the provisions of Article 8 Section 2 of the Collective Agreement.

- The parties agree to meet to resolve any issues arising out of the administration of this agreement.

This agreement is without prejudice to the parties, the terms of the Collective Agreement and will not be used or referred to by either party in any grievance, arbitration or other third party hearing between the parties except for the enforcement of the specific terms contained herein.

\[Signature\] \[Signature\]

School District #38 (Richmond)  
CUPE Local 716

"OUR FOCUS IS ON THE LEARNER"
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**Notes:**
- The hourly rate listed is for casual staff and includes an allowance for statutory holidays.
- The rates are for actual hours worked and include an allowance for statutory holidays.
MEMORANDUM OF SETTLEMENT
“Memorandum”

Between

BOARD OF EDUCATION for SCHOOL DISTRICT #38
Richmond School District
“Employer”

And

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 716
“Union”

The parties to this Memorandum of Settlement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

Continuing Provisions of the Current Collective Agreement

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2014 will be incorporated in their entirety into the revised collective agreement between the parties.

Effective Date

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Memorandum.

Changes to the Revised Collective Agreement

The July 1, 2012 – June 30, 2014 Collective Agreement will continue in force and effect and will be rolled over into the 2014 – 2019 Collective Agreement.
Appendix "A" – Local Memorandum of Agreement between the Board of Education for School District #38 Richmond School District and the Canadian Union of Public Employees Local #716 dated July 8th, 2014 which sets out all other agreed changes to the Collective Agreement.


These changes shall be included in the 2014 – 2019 Collective Agreement.

Ratification

This memorandum is subject to ratification by the Board of Education for School District #38 Richmond School District the BC Public School Employers’ Association and the membership of CUPE Local #716.

AGREED July 8, 2014

Board of Education for School District #38

Diane Brow
Sean Harrington
Michael Beausoleil
Lori Campion

CUPE Local #716

June Kaiser
Ross McCluskie
Mike Siegel
Lisa Devitt
Tim Bakker
Liz Foster
Bob Paris
Appendix "A"

Local Memorandum of Agreement
between
the Board of Education for School District #38 Richmond School District
and
the Canadian Union of Public Employees Local #716

The parties hereby agree to the roll-over of the 2012-2014 Collective Agreement.

Dated the July 8th, 2014

[Signature]
School District #38, Richmond School District

[Signature]
CUPE Local #716
Appendix “B”

Provincial Framework Agreement (“Framework”) between
BC Public School Employers’ Association (“BCPSEA”) and
The K-12 Presidents’ Council and Support Staff Unions (“the Unions”)

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than November 30, 2014.

1. Term

July 1, 2014 to June 30, 2019.

2. Wage Increases

Wages will increase by 5.5%. Increases will be effective on the following dates:

- July 1, 2015  1.0%
- May 1, 2016  Economic Stability Dividend
- July 1, 2016  0.5%
- May 1, 2017  1.0% plus Economic Stability Dividend
- July 1, 2017  0.5%
- May 1, 2018  1.0% plus Economic Stability Dividend
- July 1, 2018  0.5%
- May 1, 2019  1.0% plus Economic Stability Dividend

The terms of the Economic Stability Dividend are described in Appendix A.

3. Employee Support Grant
BCPSEA, the Unions and the Government agree to the principle that support staff union members who have lost wages as a result of not crossing lawful picket lines during full days of the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.
Appendix “B” – Provincial Framework Agreement 2014

4. Benefits Standardization

The Parties agree to pursue a voluntary standardized extended health plan to be implemented during the term of the collective agreement in accordance with the terms laid out in Appendix C.

5. The Support Staff Education and Adjustment Committee (SSEAC)

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs

b) a study of the potential for regionalization of wages

c) an exploration of the potential for a standardized extended health and dental benefit plan

d) recommendations to address issues associated with hours of work and service delivery

e) a review of practices in districts having modified school calendars and the resulting impact on support staff

f) skills enhancement for support staff

There will be a total of $100,000 of annual funding allocated for the purposes set out above commencing July 1, 2015. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

6. Education Assistants Committee

a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.

b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
Appendix “B” – Provincial Framework Agreement 2014

c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.

d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.

e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.

f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

7. Learning Improvement Fund – Support Staff

The funds stipulated in Item 1 of the LOA – Learning Improvement Fund: Support Staff Priorities (Appendix D) are the greater of $10 million or 20% of the LIF commencing on July 1, 2015. These funds will be allocated to School Districts in accordance with the following principles as per established SSEAC procedures:

a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.

b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.

c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.

d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA’s in circumstances of changing enrollment throughout the school year.

e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA’s are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
Appendix “B” – Provincial Framework Agreement 2014

f) SSEAC will receive the jointly agreed plans from school districts and locals.

g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.

h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.

i) If permitted by legislation and regulation, a one-time allocation of $2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

8. PEBT

a) Date adjustment for the annual funding of the PEBT LTD plan:

Change the date of the annual funding payment of $19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with $19,428,240 each April 1.

The annual contribution period will continue to be based on the calendar year.

Recognizing the impact on interest earnings as a result of the three (3) month delay in 2015, the PEBT will be provided with a one-time interest payment by the Ministry of Education of $300,000 on January 2, 2015.

b) Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the viability of administering all support staff EFAP plans.

9. Shared Services

The Parties will write a joint letter to the Ministry seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertakings that may have an impact on support staff positions.

10. Demographic, Classification and Wage Information
Appendix “B” – Provincial Framework Agreement 2014

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

11. Standardized Job Evaluation Study

The Parties will establish a provincial joint job evaluation steering committee (the JE committee) within thirty (30) days following the signing of this framework agreement. The committee is responsible to create a provincial job evaluation plan which may include a regional or local approach. The JE tool will be based upon the CUPE gender neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

The committee will report out to the Parties at key milestones during the development of the plan. Should any concerns arise during the development they will be discussed and resolved by the Parties at that time.

Upon successful completion of the plan the Parties will identify one local in each of the seven established CUPE regions to pilot the plan prior to full implementation.

12. Job Evaluation Fund

To fund the development work of the JE committee during 2014 the Parties agree to a one-time allocation of $50,000 from SSEAC.

To facilitate the implementation of the provincial job evaluation plan a fund will be established within SSEAC with an initial one-time allocation of $250,000 on July 1, 2015 and annually each year thereafter during the term of the framework agreement, for a total of $1,000,000 in one-time funding.

In addition to the one-time allocations, ongoing annual funds of $900,000 will be added to the job evaluation fund for implementation purposes at January 2, 2019. Any residual ongoing funds that are available after the implementation of the standardized benefit plan will be added to the job evaluation fund.

13. Provincial Bargaining

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding of $200,000 to the K-12 Presidents’ Council to facilitate the next round of provincial bargaining. This funding will be allocated as of July 1, 2016.
Appendix “B” – Provincial Framework Agreement 2014

14. Unpaid Work

In accordance with the Employment Standards Act, no employee shall be required or permitted to perform unpaid hours of work.

15. Workload Concerns

The Parties agree that employees should be provided with a reasonable workload. Employees with workload concerns are encouraged to bring these concerns to their supervisor or union in order that the concerns can be addressed.

16. Modified Calendar

The parties recognize calendar changes are an area of concern for local support staff unions. For future calendar amendments during the term of the collective agreement the Parties agree to review and compile best practices on existing modified calendars.

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.

Dated this 7th day of June, 2014.

The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

K-12 Presidents’ Council and Support Staff Unions

BC Public School Employers’ Association & Boards of Education

[Original signed by Bargaining Committees]
APPENDIX A

LETTER OF AGREEMENT

BETWEEN:
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
K-12 PRESIDENTS COUNCIL

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

“Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.


“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as “the period from April 1 in one year to March 31 in the next year’;

“Calendar year” Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial
Appendix “B” – Provincial Framework Agreement 2014

Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

(i) February Budget – Forecast GDP for the upcoming calendar year;
(ii) November of the following calendar year – Real GDP published for the previous calendar year;
(iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
(iv) Advice from the PSEC Secretariat to employers’ associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

(i) February 2015 – Forecast GDP for calendar 2015;
(ii) November 2016 – Real GDP published for calendar 2015;
(iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
Appendix “B” – Provincial Framework Agreement 2014

(iv) Direction from the PSEC Secretariat to employers’ associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend

(v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.
APPENDIX B

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

The K-12 Presidents' Council and Support Staff Unions ("the Unions") 

And:

Her Majesty the Queen in Right of the Province of BC as Represented by the Ministry of Education ("the Government")

Re: Employee Support Grant for May/June 2014

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA during May and June 2014 as set out in this letter.

2. Subject to the terms of this Letter:

(a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.

(b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.

(c) If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
Appendix “B” – Provincial Framework Agreement 2014

3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]  [Original signed by Marcel Marsolais]

BCPSEA  K-12 Presidents’ Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her Majesty in Right of the Province of BC
Appendix “B” – Provincial Framework Agreement 2014

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

And:

Her Majesty the Queen in Right of the Province of BC as Represented by the Ministry of Education (the “Government”)

Re: Employee Support Grant for after June 30, 2014

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may be entitled to recover wages lost as a result of legal strike activity by the BC Teachers’ Federation (“BCTF”) or lockout by BCPSEA after June 30, 2014.

2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.

3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.

4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee’s behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.

5. If the joint committee is unable to resolve the employee’s claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
Appendix “B” – Provincial Framework Agreement 2014

6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro] [Original signed by Marcel Marsolais]

BCPSEA K-12 Presidents’ Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her Majesty in Right of the Province of BC
APPENDIX C

Provincial Support Staff Extended Health Benefit Plan

TERMS OF REFERENCE
BETWEEN:
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
K-12 PRESIDENTS COUNCIL
Re: Exploration of a Greater Standardization of Benefits Plans

The parties agree to move to an optional standardized provincial extended health benefits plan (standardized plan) which would include the majority of support staff members. To further such change the parties agree to form a working committee with the goal of achieving agreement on a standardized extended health benefits plan.

Terms of Reference:

1. The committee will consist of no more than 4 members of the K-12 Presidents’ Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10th, 2014.

2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.

3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.

4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.

5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.

6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.
Appendix “B” – Provincial Framework Agreement 2014

7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of $3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.

8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.

9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13th, 2014 or a mutually agreed upon day.
Appendix "B" - Provincial Framework Agreement 2014

APPENDIX D

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED BY THE MINISTRY OF EDUCATION

RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities

WHEREAS:

The Ministry has established and maintains additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant (EA) work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of $10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.
Appendix "B" – Provincial Framework Agreement 2014

2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.

3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.

4. This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro] [Original signed by Marcel Marsolais]

BCPSEA Support Staff Unions

[Original signed by Paige MacFarlane]

Ministry of Education
# 2014-2019 CUPE-RSB COLLECTIVE AGREEMENT

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