



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

**COLLECTIVE  
AGREEMENT  
2019 - 2022**

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

***CUPE***



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## **PREAMBLE**

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

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

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

## **COLLECTIVE AGREEMENT**

**This Collective Agreement effective July 1, 2019 Between**

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

**And**

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

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

- 1.10 This agreement shall be for the period from and including **July 1, 2019** to and including **June 30, 2022** inclusive and from year to year thereafter subject to the right of either party to the agreement at any time within four (4) months immediately preceding the date of the expiry of this agreement (**June 30, 2022**) or immediately preceding the last day of December in any year thereafter, by written notice, to require the other party to the agreement to commence collective bargaining.
- 1.20 If notice to commence collective bargaining has been given and the term of the collective agreement between the parties has expired, neither the employer nor the trade union shall, except with the consent of the other, alter any term or condition of employment, until:
- (1) A strike or lockout has commenced.
  - (2) A new collective agreement has been negotiated, or
  - (3) The right of the Union to represent the employees in the bargaining unit has been terminated, whichever occurs first.
- 1.30 The parties hereto agree to the exclusion of the operation of Section 50, subsections (2) and (3) of the Labour Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

## ARTICLE 2: DEFINITIONS

### Employee Departments

2.10 For the purposes of this collective agreement, the parties recognize the following Employee Departments: **School and Community Support**

Caretakers  
Clerical  
Information Technology  
Maintenance  
Student Support

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

#### **Caretakers**

Caretaker  
Day Custodian  
District Theatre Attendant  
Head Caretaker  
Senior Head Caretaker

#### **Clerical**

Accounting Assistant I  
Accounting Assistant II  
Buyer  
Career Centre Assistant  
Clerk Typist  
**Communications Officer**  
Corporate Services Specifier  
Data Entry Clerk  
DEC Office Assistant  
Development Officer  
**Dispatch Office Clerk**  
District Office Clerk  
District Office Clerk (Payroll)  
Education Centre Secretary  
Education Centre Secretary – Learning Centre  
Elementary School Head Secretary  
Elementary School Clerk  
**Front of House Coordinator**  
Head Clerk - Learning Resources  
Learning Resources Clerk  
Library & Information Technologist  
Mail Clerk  
Marketing Coordinator  
Payments Clerk

Payroll Assistant  
Purchasing Clerk  
Records Management Clerk  
Reprographics Operator  
Research Analyst  
School Meal Program Assistant  
Secondary Information Management Clerk  
Secondary School Clerk  
Secondary School Head Secretary  
Senior Accounting Assistant  
**Senior Business Analyst**  
Senior Buyer  
Senior District Office Clerk  
Senior Learning Resources Clerk  
Senior Payroll Assistant  
Senior Payroll Assistant - Benefits  
Senior Research Analyst  
Team Leader, Administrative Services  
**Team Leader, Fiscal Management Services**  
**Team Leader, Learning Resources**  
Team Leader, Office Systems and Data Management  
Web Communication Specialist

**Information Technology**

Audio Visual Technician  
Help Desk Technologist  
Information Services Technologist  
LAN Technologist  
Network Technologist Specialist  
Systems Trainer  
Programmer/Analyst  
Repair Technician Info. Serv.  
Senior Help Desk Technologist  
Senior User Support Technologist  
Sr. Repair Technician Info. Serv.  
Sr. Information Services Technologist  
Systems Application Specialist  
Team Leader, IMS

**Maintenance**

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

Maintenance Planner  
Material Foreperson  
Non Trades Foreperson  
Shipper Receiver  
Storekeeper  
Trades Foreperson  
Trades Foreperson II  
Trades Helper  
Trades Person  
Trades Person II  
Utility Worker

**School and Community Support**

Community Schools Facilitator  
District Attendant - Education Centre  
District Attendant - Learning Centre  
Outreach Worker  
Safe School Liaison  
School Meal Program Aide  
StrongStart Facilitator  
Supervision Aide

**Student Support**

ABA Support Worker  
Aboriginal Child/Youth Care Worker  
Aboriginal District Cultural Facilitator  
Aboriginal Education Assistant  
Child/Youth Care Worker  
Culinary Assistant  
EA Peer Support Facilitator  
Education Assistant I  
Education Assistant II  
Hairdressing Assistant  
Inner City Secondary School Worker  
Language Assistant  
Multicultural Worker  
Oral Communication Facilitator  
Senior Aboriginal Support Worker  
Settlement Workers  
Sign Language Interpreter  
Substance Use Liaison  
Y.E.S Co-ordinator  
Youth Diversity Liaison

## **Employees**

- 2.20 "Employee" or "Employees" means a person or persons defined as such under the Labour Relations Code.
- 2.21 "Probationary Employee" shall be defined as an employee who is serving a probationary period to determine their general suitability as a regular employee. All employees are hired on a probationary period, after whose successful completion they become regular employees.
- 2.22 "Regular Employee" shall be defined as an employee who has satisfactorily completed the probationary period of employment defined in Article 2.30 below.
- 2.23 "Spare Board Employee" shall be defined as an employee who is either a probationary employee or a regular employee who is engaged on a relief or day-to-day basis only and who does not hold an assignment through a posting.
- 2.24 "New Construction Employee" shall be defined as an employee who has been engaged to work only on the construction of buildings or on new or school addition projects, where new foundations are involved. Such employees shall receive wages, working conditions and fringe benefits as provided in the appropriate agreements of the trade unions in the Building Trades applicable to the Greater Vancouver area, and shall be required to pay a monthly assessment of \$1.00 to the Canadian Union of Public Employees, Local 728. They shall not be entitled to the benefits of this agreement except for daily rest periods which will be granted in accordance with Article 9.40.

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

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

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

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

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

## **Evaluation Periods and Reports**

### **Probationary Period**

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

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

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

- 2.301 a probationary employee must work a minimum of four (4) months from the first day of work and a minimum of 450 hours worked, or
- 2.302 Six (6) months from the first day of work and a minimum of 450 hours worked.
- 2.303 If the requirements of (2.301) and (2.302) have not been met the probationary period will be extended until eight (8) months from the first day of work.
- 2.304 Thereafter, the probationary period may only be extended for a definite period upon the consent of both parties, and in such event the employee and the Union shall be notified in writing of such extension.

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

### **Trial Period**

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

### **Other Evaluation Periods**

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

Employees who have been evaluated in accordance with (2.30) and (2.31) and remain in the same location thereafter, will be evaluated on performance every two (2) years from the date of the previous evaluation.

### **Evaluation Reports**

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

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

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

### **Staff Change Forms**

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

### **Personnel Files**

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

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

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

## **Positions, Class Specifications and Location**

### **Position**

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

## **Classification**

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

## **Class Specifications**

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

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

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

## **Regular Positions**

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

## **Amalgamated Regular Attendant Positions**

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

## **Temporary Positions**

Temporary positions are defined as:

- 2.45 Relief positions necessitated by regular position vacancies resulting from employee sickness or approved leave of absence, when such vacancies are expected to exceed thirty (30) working days;
- 2.451 Day-to-day positions for employees augmenting the regular workforce when the duration of their employment exceeds or is expected to exceed three (3) months;
- 2.452 New positions designated as temporary by the Board, whose duration exceeds or is expected to exceed three (3) months but will not exceed six (6) months. New positions where funding is of a temporary nature will not exceed twelve (12) months and will be

identified on the posting with an end date and a reason for the posting. The employer shall notify the Union prior to the posting of such positions.

All positions defined as temporary shall be posted.

### **Most Junior Position**

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

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

### **Location**

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

Painter (classification)  
Maintenance (location)

### **Assignments and Job Movements**

#### **Assignment**

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

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

#### **School Closure Assignments**

2.51 Employees in school term positions who wish additional work during periods of school closure (Summer, Spring Break, Christmas) shall indicate their desire for such work by signing up **online**. Such employees must be qualified to perform the available work as per Article 12. **The employer will make known which computer(s) in each school support staff can use.**

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

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

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

### **Promotion**

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

### **Demotion**

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

### **Transfer**

2.54 Transfer shall be defined as the movement of an employee from one position to another, in the same classification at the same rate of pay.

## **ARTICLE 3 MANAGEMENT RIGHTS**

3.10 The management and the operation of and the direction of the working force is vested exclusively in the Board, provided however, that this will not be used for the purpose of discrimination against employees, and provided that it is not against or contrary to the articles of this agreement.

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

3.30 Subject to the provisions of this agreement, the Board shall have the right to determine the size of the work force.

## **ARTICLE 4 RECOGNITION OF THE UNION**

### **Bargaining Agency**

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

Administrative Assistants

Assistant Director, Physical Plant

**Assistant Manager, Community Schools Partnership**

Assistant Manager, Finance  
Assistant Manager, Payroll  
Assistant Manager, Purchasing  
Assistant Manager, Service Operations  
Assistant Secretary Treasurer  
**Associate Manager, Human Resources**  
**Associate Manager, International Education**  
**Associate Manager, District Theatre**  
Associate Director, Business Development and Corporate Services  
Associate Director, Human Resources  
Associate Director, Internal Audit  
**Director, Capital Projects Office**  
Director, Fiscal Management Services  
Director, Information Management Services  
**Director, Labour Relations**  
Director, Physical Plant and Transportation Services  
**Director, School and Community Connections**  
Executive Assistants  
**Executive Director, Human Resources**  
Health and Safety Officer  
Human Resources Assistants  
Human Resources Coordinator  
**Manager, Administrative Services**  
Manager, Business Support  
Manager, Communication Services  
**Manager, Community Schools Partnership**  
**Manager, Data and Research**  
**Manager, Electrical Maintenance**  
Manager, Facilities and Demographics Planning  
Manager, Food Services  
Manager, Grounds Maintenance  
Manager, Health, Safety and Benefits  
Manager, Human Resources  
Manager, Information Management Services  
Manager, International Education  
**Manager, Learning Resources**  
**Manager, Mechanical Maintenance**  
Manager, Occupational Health  
Manager, Payroll  
Manager, Purchasing  
Manager, Safe Schools  
Manager, Security and Infrastructure  
Manager, Service Operations  
Manager, Structural Maintenance  
Manager, Theatre Operations  
Manager, Transportation and Central Stores  
**Manager, Welcome Centre**

Planning Officer (Personnel)  
 Property and Minor Projects Coordinator  
 Secretary Treasurer  
 Senior Manager, Business Management Services  
 Senior Manager, Finance  
 Senior Manager, Human Resources  
**Senior Manager, Payroll**

Employees of the Board employed in the teaching profession.

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

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

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

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

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

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

Processing Grievances	President and up to two (2) representatives
Arbitrations Hearings	President and up to two (2) representatives plus witnesses while needed
Negotiating Renewal of Collective Agreement: (including mediation)	President and up to seven (7) representatives
Processing Class Specifications	President and up to one (1) representative for each department

	affected
Attending Labour Relations Board and Arbitration Appeals Hearings	President and up to one (1) representative
Duty to Accommodate and WCB Meetings	President and up to one (1) representative
Negotiating Revision of Collective Agreement	President and up to one (1) representative for each department affected

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

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

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

## **ARTICLE 5 UNION SECURITY**

- 5.10 Acceptance of employment by an applicant shall constitute acceptance by that applicant of all terms and conditions of this collective agreement.
- 5.11 All present and future employees of the Board, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and/or By-laws of the Union.

- 5.12 All employees, on date of hire, shall be required to sign an Application for Membership and authorization for Dues Deduction, supplies of which will be kept on hand in the Board Office and supplied by the Union.
- 5.13 The Board shall check off all Union dues and assessments levied in accordance with the Constitution and/or By-laws of the Union. The Union shall advise the Board of the amounts of such Union dues and/or assessments as may be determined from time to time by the Union. The Board, upon receipt of such advice from the Union, shall deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made. Such deductions to be remitted to the Union Treasurer not later than the tenth (10th) day of the following month.

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

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

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

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

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

## **ARTICLE 6 OCCUPATIONAL HEALTH AND SAFETY**

- 6.10 The Board and the Union will cooperate to ensure that occupational health and safety in the workplace is accomplished. Three (3) members of CUPE will be entitled to sit on a District Health and Safety Committee which will recommend action to the Board to enhance and improve the effectiveness of the health and safety program and to promote compliance with health and safety regulations and standards.  
The Manager, Health and Safety shall act as a resource person on this committee.
- 6.20 All new employees as a condition of employment shall produce evidence of TB screening within the past twelve (12) months.

- 6.21 To protect employees against the effects of communicable diseases, in environments where communicable diseases are known or suspected to exist the Board will pay the cost of injections or medication not covered by the Medical Services Plan. Advance notice of the medical condition, of students or other persons the employee may be in contact with, shall be provided wherever possible.
- 6.22 Any employee who has been absent from work for illness or noncompensable injury for a period in excess of two (2) weeks shall, upon request, provide the Board, at the Board's cost, with a medical certificate stating the employee is fit to return to normal duties. The necessary form will be provided by the Board. (A copy of the form (No. 36.12.4A) is attached to this agreement.) Any queries regarding the doctor's certificate shall be directed to the doctor in question.
- 6.23 Prior to September 1 each year, all bus drivers shall submit to a physical examination by a licensed medical practitioner designated by the Board and file a copy of the doctor's report with the Manager, Transportation and Central Stores. The doctor's report shall be entered on the form "Verification of Medical Status" (No. 36.12.4A), a copy of which is attached to this agreement. Any charges for such physical examination shall be paid by the Board.

**First Aid Attendants**

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

Level 1	\$25.00 ( <b>\$32.50 effective July 1, 2020</b> )
Level 2	\$120.00 ( <b>\$156.00 effective July 1, 2020</b> )

- 6.41 Employees shall be reimbursed the cost of attaining and maintaining their certificates. Employees who are designated as First Aid Attendants shall be entitled to certification and recertification during regular hours of work at no cost to the employee.
- 6.42 Employees who hold a valid Level 1 Certificate, are not designated but are willing to act as a First Aid Attendant in emergencies, shall be paid \$15.00 per working month.
- 6.421 Employees in (6.42) shall provide the Health and Safety Department with copies of the certificate(s) along with signed statement that they agree to act, as required, as first aid attendants.

**Safety Footwear**

- 6.50 An allowance of \$80.00 (eighty dollars) shall be made annually to employees whose regular work, under WCB regulations, requires them to wear safety footwear. Eligible employees shall be those who have actively worked in such capacity for a minimum of three (3) months in the calendar year and have worn the required safety footwear. Eligible employees who complete the safety footwear request form shall be paid the allowance at the end of December of each year.

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

### **Violence in the Workplace**

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

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

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

## **ARTICLE 7 DISCIPLINE AND GRIEVANCE PROCEDURES**

### **Discipline**

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

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

7.12 When a supervisor schedules an interview with an employee for disciplinary purposes, the employee at their option, shall have the right to have their shop steward present at the interview.

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

### **Grievance Procedure**

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

- Step 1. The question or difference shall first be taken up verbally by the employee and the employee's immediate excluded supervisor. Whenever possible this shall be done within five (5) working days of the alleged violation occurring or the difference arising. The supervisor shall have five (5) working days to effect a settlement.
- Step 2. In the event that the alleged difference or violation is not resolved or if the Union becomes aware of an alleged difference or violation the matter shall then be reduced to writing and shall be filed as a grievance which shall include full particulars and the remedy sought. The grievance shall be sent to the excluded supervisor/department head with a copy sent to the Human Resources Department within five (5) working days of the response of the supervisor in Step 1. The supervisor/department head shall have five (5) working days to effect a settlement and shall reply to the Union giving reasons in writing.
- Step 3. Should the supervisor/department head not resolve the matter the grievance may then be referred to Human Resources within a further five (5) working days. Human Resources shall have ten (10) working days to effect a settlement and shall send its response to the Union giving reasons in writing.
- Step 4. If a settlement is not reached at Step 3 then either party may refer the matter to arbitration under Section 3 (Expedited Arbitration) or Section 4 (Arbitration Board), within ten (10) working days of the response of the Human Resources Department.

### **Expedited Arbitration**

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

Vince Ready  
Bob Diebolt  
Heather J. Laing  
John Kinzie  
Judi Korbin  
Dave McPhillips  
**Corinn Bell**

- 7.301 The arbitrator shall schedule a hearing within one (1) month of being appointed.
- 7.302 The location of the hearing shall be agreed to between the parties.
- 7.303 All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- 7.304 Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance or make written recommendations to resolve the grievance.

- 7.305 Where mediation fails or is not appropriate, a decision will be rendered as contemplated herein and shall be binding on the parties.
- 7.306 The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
- 7.307 The parties shall share equally the cost of the fees and expenses of the arbitrator.
- 7.308 The expedited arbitrator shall have the same powers and authority as an arbitrator established pursuant to the Labour Relations Code of B.C.
- 7.309 All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- 7.310 The parties shall rotate through the list as the arbitrators are available. Either party may reject the first person next on the list. If an arbitrator is rejected the next person on the list must be engaged. Should this process fail to provide an arbitrator on a timely basis, the parties may agree to another arbitrator by mutual agreement.
- 7.311 It shall be completely within the power of the arbitrator to determine if a full hearing is appropriate.

### **Arbitration Board**

- 7.40 An arbitration board shall be formed to hear the grievance. Either party shall notify the other in writing of the grievance to be arbitrated and the name and address of its chosen nominee on the arbitration board. After receiving such notification, the other party shall within five (5) days appoint its nominee on the arbitration board and give notice in writing of such appointment to the other party. Such nominees shall try to select a third member who shall be chairperson.
- 7.41 Should the representatives fail to select such a third member within five (5) days from the appointment of the last nominee, either party may request the Minister of Labour to appoint a chairperson.
- 7.42 The expenses and compensation of the nominees shall be borne by the respective Parties. The expenses and compensation of the chairperson shall be shared equally between the Parties.
- 7.43 The arbitration board shall hear the matter and report its decision on the grievance within ninety (90) days of the appointment of the chairperson. The majority decision of the arbitration board shall be final and binding on all persons bound by this agreement. In the event that there is no majority decision, the decision of the chairperson shall govern.

- 7.50 Wherever a stipulated time is mentioned herein the said time may be extended by mutual consent of the parties. Such consent shall not be unreasonably denied.
- 7.60 A grievance shall not be denied because of technicalities.

### **Surveillance**

- 7.70 The Employer agrees that it will not use video surveillance equipment to conduct general, on-going supervision of employees. When alleged incidences occur which are not part of an employee's regular work, but involve either students or staff, the Parties agree that the video recording can be used by the Employer for purposes of clarification of potential disciplinary cases.
- 7.71 Employees on the staff of schools or working in school Board facilities where video surveillance equipment has been installed to assist with student safety and misconduct will be advised by a posting in the staff room of the location of such equipment. Employees working temporarily at a school or district site will also be advised of the location of such equipment upon request of the principal or presiding supervisor.
- 7.72 This clause does not restrict the Employer from installing and using video surveillance equipment where there is probable cause to suspect an employee of criminal activity provided that the surveillance is relevant and appropriate to the suspicion and is not excessive or unduly intrusive.

## **ARTICLE 8 CONDITIONS OF EMPLOYMENT**

- 8.10 All newly hired tradespersons must have a copy of their trades certificate or other acceptable proof of competency filed with the employer at the time of hire.

A tradesperson in a posted position shall exercise any or all duties required under valid tickets or certificates in their possession and relevant to the posted position.

- 8.20 It shall be the duty of all employees to report for work on each and every working day at the prescribed hours of work.
- 8.21 Where employees will not be reporting for work as scheduled they will notify the dispatcher or other designated representative of the Board prior to commencement of the employee's shift, as hereinafter provided. Should there be a change in the period of absence originally indicated by the employee, the employee must notify the dispatcher or other designated representative of the Board and advise of any such changes.

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

### **Notifying When Absent – Day Shift**

- 8.22 Employees on day shift must advise the dispatcher or other designated representative of the Board:
- 8.221 No later than the start of their scheduled shift if they are going to be absent from work.
- 8.222 No later than 13:00h of the working day prior to their return to work, if they have been off work for more than one (1) shift.

### **Notifying When Absent – Afternoon Shift**

- 8.23 Employees on afternoon shift must advise the dispatcher or other designated representative of the Board:
- 8.231 No later than 11:00h if they are going to be absent from work that day.
- 8.232 No later than 11:00h on the working day they plan to return to work, if they have been absent for more than one (1) shift.

### **Notifying When Absent – Night Shift**

- 8.24 Employees on night shift must advise the dispatcher or other designated representative of the Board:
- 8.241 No later than 20:00h if they are going to be absent from their next regularly scheduled shift.
- 8.242 No later than 16:00h if they plan to return to work on their next regularly scheduled shift, if they have been absent for more than one (1) shift.
- 8.25 Where circumstances render it impossible for employees to notify the dispatcher of their absence as prescribed above, it shall be their responsibility to report as soon as practicable thereafter.

### **Transportation Failure**

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

### **Conference/Professional Days**

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

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

### **Retirement**

8.50 Notice of retirement must be provided to the Human Resources Department at least two (2) months prior to the intended retirement date.

### **Notice of Resignation**

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

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

### **Kilometerage**

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

### **Business Insurance**

8.72 Where "business use" rated insurance is required but not provided directly by the School District through a special auto plan policy, employees shall be reimbursed if travel in the employee's position reasonably demonstrates the need for "business use" rated insurance (drive for work and are paid kilometerage more than six (6) times in a month) as follows:

8.721 For the difference between the cost of an employee's "to and from work" rated insurance premium and "business use" rated insurance premium, as per the Employer policy for such re-imburement; and

8.722 By presenting to the Finance Department documentation that "business use" rated insurance was purchased and a declaration by the ICBC insurance agent of the difference in insurance premiums between the two rating categories (a declaration form will be made available by the Finance Department).

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

## **Vehicle Vandalism**

- 8.80 The Board will pay 100% of the deductible portion of an employee's comprehensive motor vehicle insurance coverage (or the cost of repairs) - to a maximum of \$300.00 - for a damage claim on an employee's motor vehicle which has been vandalized at the employee's workplace during their regular shift.

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

## **Sexual and Personal Harassment and Bullying**

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

- 8.91 Personal harassment and bullying is defined as inappropriate behaviour which could reasonably be interpreted as intimidating, threatening, demeaning, humiliating or belittling.

## **No Discrimination**

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

## **Indemnification**

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

## **Fair and Equitable Treatment**

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

In the event that the employee does not receive reasons for the different treatment the employee may refer the matter to the Associate Superintendent of Human Resources or their designate for a review with a subsequent explanation to the employee and to the

Union President or their designate. Reasons related to another employee's personal confidences will remain confidential.

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

## **ARTICLE 9 HOURS OF WORK**

### **Work Week**

- 9.10 The work week will be Monday to Friday inclusive.
- 9.101 Notwithstanding 9.10 above, **School and Community Support employees** and up to four (4) employees engaged in calling out substitutes to replace absent employees, may be required to work a week other than Monday to Friday, but shall have two (2) consecutive days off. (Note: It is understood this provision does not apply to clerical employees in the Maintenance or Caretaker departments.)
- 9.102 Part-time **School and Community Support employees** may be assigned two (2) days off per week which are not consecutive.

### **Flexible Clerical Work Week**

- 9.11 The flexible work week provided clerical employees under this section is intended to allow the work week of such employees to be scheduled as any combination of hours in a four (4) or five (5) day period, Monday to Friday inclusive to a maximum thirty-seven and one-half (37-1/2) hour workweek. Work schedules will be determined by the department head; but, wherever possible, consideration will be given to employee preferences. Work schedules must be submitted by the department head to the Human Resources Department for approval, and will not be changed subsequently without prior approval of the Human Resources Department.

### **Work Day**

- 9.20 Full time maintenance, caretakers, and information technology employees will work seven and one half (7 1/2) hours per day, thirty seven and one half (37 1/2) hours per week.
- 9.21 The weekly regular hours of work for the District Attendant may be up to and including 37.5 hours per week and/or up to and including 8 hours per day.
- 9.22 Bus drivers will work six (6) hours per day, thirty (30) hours per week.
- 9.23 Full time Clerical and Student Support employees will work seven and one half (7 1/2) hours per day, thirty-seven and one-half (37 1/2) hours per week except employees scheduled on the flexible clerical work week.

9.24 The daily minimum hours of work shall be four (4) hours. This provision does not apply to call-outs or to Supervisory Aides.

### **Shifts**

9.30 For the purpose of establishing shifts for all but bus drivers:

#### **Day Shift**

9.31 A shift in which the majority of the hours worked fall between 07:00h and 16:00h shall be designated day shift. Employees working day shift shall have their work scheduled over a period of up to eight (8) hours, up to eight and one half (8 1/2) hours in the case of Clerical and **School and Community Support** employees, including rest breaks with pay, as per 9.40 following, and one half (1/2) hour for lunch break, without pay.

#### **Afternoon Shift**

9.32 A shift in which the majority of the hours worked fall between 16:00h and midnight shall be designated as afternoon shift. Where practical, and where the security of facilities can be assured, the Board will endeavour to have afternoon shift conclude by 23:00h. Employees working afternoon shift shall have their hours scheduled over a period of up to seven and one-half (7 1/2) hours, up to eight (8) hours in the case of Clerical and **School and Community Support** employees, to include rest breaks with pay as per 9.40 following, and one-half (1/2) hour for lunch break, with pay.

#### **Night Shift**

9.33 A shift in which the majority of the hours worked fall between midnight and 07:00h shall be designated as night shift. Employees working night shift shall have their hours scheduled over a period of up to seven (7) hours, up to seven and one-half (7 1/2) hours in the case of clerical employees, to include rest breaks with pay, as per 9.40 following, and one-half (1/2) hour lunch break, with pay, for which they will receive up to seven and one-half (7 1/2) hours wages, up to eight (8) hours in the case of Clerical and **School And Community Support** employees.

#### **Split Shift Hours**

9.34 A split shift shall be up to seven and one-half (7 1/2) hours of work, up to eight (8) hours for Clerical and **School and Community Support** staff scheduled within a twelve (12) hour period between the hours of 06:00h and 24:00h. If the shift is spread beyond the twelve-hour period, overtime for hours over twelve (12) will apply. Employees working a split shift shall have two 15-minute rest breaks with pay, as per 9.40 following and a lunch break without pay to be taken between each half of the split shift.

#### **Clerical – Day Shift**

9.35 Should a shift other than day shift be implemented for clerical personnel, then:

- 9.351 No clerical employee on staff as of January 1, 1983 will be arbitrarily assigned to any such shift, but such employees may accept or post into such assignments if they wish.
- 9.352 As a result of the implementation of a clerical shift other than day shift no clerical employees on staff as of January 1, 1983 will be laid off.

### **Split Shift Classifications**

- 9.36 Caretakers, **School and Community Support**, Clerical and Bus Drivers may be scheduled to work split shifts. The Parties may mutually agree upon jobs or other classifications where operational requirements would be best served by a split shift. In such cases the union will not be unreasonable in agreeing with split shifts.
- 9.37 Temporary shift changes (less than 30 days) shall be offered to the senior qualified employee unless an employee has been closely associated with the particular work and there would be a demonstrable difference in the work performed.

### **Rest Periods**

- 9.40 Rest periods of not longer than fifteen (15) minutes duration shall be allowed both in the first and second half of each shift. For the purposes of this article, three (3) hours or more shall constitute one-half (1/2) of a shift. The Board and the Union will cooperate in the operation of this provision recognizing that rest periods provide employees an opportunity to rest and recover from the performance of their normal workplace duties.

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

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

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

## **Call Out**

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

## **Call Out Extending Into Shift**

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

## **Shift Extension**

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

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

## **Overtime When School Used for Polling Purposes**

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

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

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

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

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

### **Bus Drivers Hours of Work/Rate of Pay**

- 9.80 Bus drivers shall be paid at the prevailing rates as per Article 18 and overtime shall be paid in accordance with Article 10.12.
- 9.81 Bus drivers shall be paid for six (6) hours per day based on a two and one half (2 1/2) hour call out in the morning and a two and one half (2 1/2) hour call out returning pupils in the afternoon, and one (1) hour for cleaning and servicing the vehicle.
- 9.82 Bus drivers will not be paid for more than twelve (12) hours worked (driving plus waiting time) in any one day without the approval of the Manager, Transportation.
- 9.83 Rooms and meals required by a bus driver taking an overnight extra trip are to be provided by the party using the bus.
- 9.84 Layover days shall be paid at straight time rates to a maximum of seven and one-half (7 1/2) hours per day.

### **Shift Trades in Maintenance**

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

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

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

## **ARTICLE 10 - OVERTIME**

- 10.10 For all employees except bus drivers all time worked during an employee's regular work week in excess of scheduled full-time, in accordance with Article 9, shall be paid at time and one-half (1 1/2) the regular hourly rate for the first four (4) hours of overtime in a week and double (2) the regular hourly rate thereafter.
- 10.11 For all employees except bus drivers all work performed on Saturday (or first day of rest for the exception as provided for in Article 9.101) commencing before noon, will be paid at time and one-half (1 1/2) the regular hourly rate of pay for the first four (4) hours and double time thereafter. Employees commencing work after 12:00 noon will be paid double the regular hourly rate of pay.
- 10.12 Bus drivers shall be paid overtime at the rate of time and one-half (1 1/2) for the first four (4) hours worked in excess of seven and one-half (7 1/2) hours worked on a regular work day and double time (2) thereafter. Bus drivers required to work on Saturday (first day of

rest) shall be paid at the rate of time and one-half (1 1/2) for the first four (4) hours worked, and double time (2) thereafter.

10.13 For all employees, all work performed on Sunday (or second day of rest for the exception as provided for in Article 9.102) and on statutory holidays will be paid double the regular hourly rate of pay, in addition to any statutory holiday pay to which the employee may be entitled.

10.14 Authorized overtime will be paid at the appropriate rate; however, where an employee and the supervisor concerned, agree prior to overtime being worked, the overtime may be "banked" and taken as time off at the rate earned. Periods of less than one-half (1/2) hour overtime may not be banked or carried forward, and an employee will be limited to a maximum banked amount of time off equal to **six (6) days pay**.

Where both employee and supervisor agree in advance to time off in lieu of overtime, the employee may bank the overtime; and such banked overtime must then be taken as time off and may not later be drawn as a wage premium.

Where time off is taken in lieu of overtime, such time off will be taken at the equivalent straight time of the rate earned when the overtime was worked. The time off will be taken at a mutually acceptable time which is convenient to the needs of the department; and the employees will file a request with their supervisor to take such time off at least two (2) weeks before the time off is desired. Under normal circumstances, all banked overtime shall be cleared off by June 30<sup>th</sup> **for 10 month employees and August 31<sup>st</sup> for 12 month employees**, and any banked overtime to an employee's credit before the employee returns to work from vacation. However, should it not be possible to schedule the time off by June 30<sup>th</sup> **for 10 month employees and August 31<sup>st</sup> for 12 month employees**, the employee will receive the equivalent wage premium in lieu.

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

## **ARTICLE 11 WAGES AND ALLOWANCES**

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

### **Working in a Higher Classification**

11.20 When an employee is appointed or requested by a department head to perform the duties of a position in a higher classification, the employee shall receive the rate of pay for all hours worked at the higher classification. For the purpose of this section, where practical, the senior employee in the next lower classification in the department or school shall fill

the position. Any work performed in excess of forty five (45) minutes shall be paid for at the higher rate and under forty five (45) minutes at the lower rate.

### **Dirty Pay**

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

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

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

### **Chargehand Pay**

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

### **Relieving in an Excluded Position**

11.23 When an employee is directed by the Employer to relieve in a higher rated excluded position for two (2) or more workdays the employee shall be paid a premium of 10% of their regular rate of pay for all days worked in the higher rated excluded position. Upon completion of the assignment, the employee shall return to their regular position. An employee may relieve in a higher rated excluded position for a continuous period of up to twelve (12) months. By mutual agreement between the Employer and the Union, the period of time may be extended beyond twelve (12) months.

Where an employee is relieving in an excluded position that is anticipated to be longer than three consecutive months, or if the employee reaches three consecutive months relieving in an excluded position, the employer will notify the Union.

While relieving in an excluded position, the employee will continue to be subject to the terms and conditions of this collective agreement. It is agreed that employees relieving in an excluded position will be restricted from applying further or other disciplinary measures as per Article 7.11.

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

### **Split Shift Pay**

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

### **Employed at More than One Location**

11.40 Caretakers, education assistants, and clerical staff employed at more than one (1) school shall be paid, in addition to their regular rate of pay, fifty cents (\$.50) per hour for all hours worked on those days when working at more than one (1) location in lieu of travelling time and mileage allowance.

### **Working Less than Sixteen Hours per Week**

11.50 Employees in positions with less than sixteen (16) hours per week shall receive, each pay period, an additional payment of four percent (4%) of gross regular earnings in lieu of statutory holidays. Upon completion of thirty (30) working days the foregoing employees shall receive, each pay period, an additional payment of ten percent (10%) of gross regular earnings (comprising of six percent (6%) in lieu of sick leave and four percent (4%) in lieu of statutory holidays), in addition to any annual vacation pay to which the employee may be entitled to under Article 14.202.

### **Bi-weekly Pay**

11.60 All employees shall be paid biweekly (every second week) with pay day being every second Friday for the previous two (2) calendar weeks. Payments shall be by electronic transfer funds to direct deposit in the employee's bank account. When pay day is a banking holiday, the deposit shall be made the preceding Thursday. There will be a five (5) day hold back for each employee.

### **Tool Insurance**

11.70 The Board shall pay an average annual rate to cover tool insurance of maintenance personnel as indicated under Tool Insurance.

11.71 This rate shall be paid to employees at the end of December each year.

11.72 Employees covered under this agreement for tool insurance, shall be those who have been employed in such capacity for a minimum of three (3) months in a one (1) year period from January to December. This minimum period shall not be accumulated from one year to the next.

11.73 This section does not cover new construction employees, except members of the Canadian Union of Public Employees, Local 728, working on new construction.

Tool Insurance:

Department	Insurance Average Value	Rate at \$3.00 per \$100.00
Heating	\$577	\$17.25
Heating Trades Helper II	255	7.50
Utility II	322	9.75
Plumbing	255	7.50
Plumbing Trades Helper II	255	7.50
Electrical	330	9.75
Electrical Trades Helper II	255	7.50
Carpenters	412	12.75
Machinist (2)	338	10.50
Machinist Trades Helper II	255	7.50
Roofer	375	12.75
Roofer Trades Helper	322	9.75

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

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

**Clothing and Supplies**

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

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

11.82 smocks for education assistants;

11.83 lab coats for culinary assistants;

11.84 one smock per office photocopying/duplicating room;

11.85 smocks for storekeepers, media technicians and carpentry shop;

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

11.87 white pants and/or coveralls for painters;

11.88 appropriate gloves as needed;

**11.89 medical gloves as needed.**

### **Bathing Suit Allowance**

11.90 EAs who are required to participate in a swimming program on a weekly or more frequent basis, for substantially all of the school year, will receive, at school year end, an allowance of up to \$60.00 per year upon application and the submission of the receipt indicating the purchase of a bathing suit.

### **Rain Gear Allowance**

11.91 All 12 month employees who work outside on a daily basis will receive a reimbursement of up to \$100 per year upon application and the submission of receipts indicating the purchase of rain gear. Should the position of a 12 month employee entitled to reimbursement for rain gear become temporarily vacant, the employee filling the vacancy may only seek reimbursement if the vacancy exceeds eight (8) months.

### **Maintenance Training Allowance**

**11.92 A premium of two dollars (\$2.00) per hour shall be paid to regular maintenance employees with special certification(s) or endorsement(s) approved by the employer and who are assigned to deliver certification training sessions including snow removal equipment, lift training and forklift training.**

## **ARTICLE 12**

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

#### **Seniority**

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

12.11 Probationary employees applying for posted positions shall be entitled to have their days of actual work for the Board considered when evaluating their suitability for the position, although they have no seniority under this Article.

#### **Seniority Accumulation**

12.12 Seniority shall be accumulated for every day a regular employee is in the service of the Board including:

12.121 Days for which the employee is in receipt of Workers' Compensation benefits or sick leave paid by the Board, or in receipt of payments from the sick leave bank.

12.122 While on maternity/parental leave.

12.123 For other approved leaves of absence without pay for a period not exceeding sixty (60) working days.

12.124 Absence while serving in the Canadian Armed Forces during a declared National emergency, providing the employee receives an honourable discharge and returns to the service of the Board within ninety (90) days of such discharge.

12.125 Approved leave of absence for up to two years for study or training related to present or future employment with the Employer, or for family emergency leave.

### **Seniority Frozen**

12.14 Seniority will be frozen to an employee's credit, but will not further accumulate:

12.141 For a period of six (6) months where an employee with less than one (1) year's service is laid off.

12.142 Effective May 1, 1996, for a period of eighteen (18) months where an employee with more than one (1) year's service is laid off.

12.143 For any period of approved leave of absence without pay in excess of Article 12.123 and 12.125.

### **Seniority Loss**

12.15 An employee shall lose seniority:

12.151 On voluntarily leaving the service of the Board.

12.152 If discharged for proper cause and not reinstated.

12.153 If continuously laid off for a period exceeding 12.141 or 12.142 whichever is applicable.

### **Permanent Reassignment of Excluded Staff**

12.16 Excluded staff leaving their excluded position may be assigned to the appropriate spare board, or to vacant positions for which they qualify and for which no member of the Union has applied or is qualified. Upon permanent reassignment to a position within the Union's jurisdiction the conditions of Union membership will apply.

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

## **Attendants' Seniority Rights**

- 12.17 Upon completion of one hundred and eighty (180) shifts, attendants shall be deemed to have seniority for the purpose of applying for posted positions with the Board.
- 12.171 If an attendant is awarded a posted position, the probationary period starts on the first day of work in that position and probation will be served as per Article 2.
- 12.172 In the event of a layoff at their work location, an attendant who has seniority under this Section shall be entitled to replace another attendant in the same classification. Replacement will be effected through the Human Resources Department.
- 12.173 If a Supervision Aide in a school has a reduction in the number of regular hours of work, the Supervision Aide may bump another Supervision Aide (non-combined position) in the school who has worked less shifts in the district as a Supervision Aide.
- 12.174 Attendants who attain a regular position shall not be entitled to vacation entitlement, retirement bonus, or sick leave payout from their date of seniority but from the date they started their probation.
- 12.175 Shifts worked by Attendants since September 1, 1993 shall be used in the calculation of attendant seniority.
- 12.176 When additional supervision hours are available at a site, they shall be offered to the senior Supervision Aide on site subject to operational requirements.

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

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

An employee shall not be eligible for more than three (3) transfers in any twelve (12) month period without the mutual agreement of the parties.

## **Trial Period**

- 12.21 An employee who moves to a position in which they have not satisfactorily completed a probationary or trial period must serve a trial period of up to three (3) months to determine suitability in the new position, without loss of seniority or without loss of scheduled rate of pay should the employee return to their former position or classification in accordance with 12.23.

## **Evaluation Period**

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

## **Reverting**

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

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

## **Student Support Transfers**

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

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

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

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

## **Vacant and/or New Positions**

### **Vacancies**

12.30 When a vacancy occurs or is expected to occur or a new position is created, the Board shall notify the Union and post for the information of all employees the vacancy to be filled at least six (6) working days prior to the closing date for applications. See Letter of Understanding – Online Posting System.

- 12.301 Regular employees shall be given first opportunity to bid for posted vacancies which come within the scope of the Union's bargaining authority. Probationary employees will be given the opportunity to bid for posted positions where no qualified regular employee applies. It is understood that preference will be given to current employees.
- 12.302 Although exceptions may be made in extenuating circumstances, employees will not normally be awarded posted vacant positions unless there is a reasonable expectation that they will be able to report for work as required of the vacancy. This provision will not preclude employees who are absent but who will be able to report for work within forty-five (45) calendar days of the posting close, from qualifying for a posted vacancy.
- 12.303 Assignment of an employee to a specific job posting shall not preclude the Board from temporarily reassigning the employee to other work locations as may occasionally be required to meet the needs of the school district's operation. Such reassignments will not be made for punitive reasons.
- 12.304 Posted positions shall be assigned not later than ten (10) working days after the closing date for applications.
- 12.305 Vacant positions may be filled on a temporary basis for a period not exceeding thirty (30) working days prior to a permanent appointment being made.

### **Increased Hours**

- 12.31 When the hours of a part-time position are increased the incumbent shall accept the additional hours. Should the incumbent choose, however, they may accept reassignment to the spareboard, in which case the position will be posted at the increased hours.
- 12.311 In the case of Education Assistants, the 'incumbent' will be the Education Assistant who clearly is the primary service provider for a specific student or group of students.
- 12.312 Where regular Education Assistant hours are added to a school such that these hours do not increase the hours of a part time position of an incumbent as per (12.31) above, then the additional Education Assistant hours will be offered to the most senior qualified Education Assistant in the program in the school. The most senior qualified Education Assistant must presently have a schedule that will not be in conflict with the required scheduling of the additional hours so that the additional hours best meet the needs of the applicable student or program. The senior employee's hours of work will be consecutive.

### **Decreased Hours**

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

12.3131 Employees thus affected may, if they choose, then exercise their rights under the layoff provisions of Article 12.5.

### **Upgrading of Positions**

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

### **Postings**

12.315 Postings shall contain the following information:

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

### **Applications**

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

### **Temporary Postings**

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

### **Short Term Facilities Center Vacancies**

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

12.3181 The position will be filled on the third (3rd) working day after the memo has been posted, by the most senior qualified applicant from among those applicants from lower-rated positions who have signed the memo indicating an interest in filling the posted position. The successful applicant will assume the actual duties of the position on the fourth (4th) day after the memo has been posted.

### **Returning From a Temporary Assignment**

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

## **Student Support Postings**

- 12.32 Positions being filled in which the Education Assistant is the primary service provider for a student(s) with a disorder within 1) the autistic spectrum (Autism, Asperger Syndrome, Pervasive Developmental Disorder – Not Otherwise Specified – PDDNOS, Rhett Syndrome, Kanner’s Syndrome) or 2) meeting the criteria for the Ministry funding designation for “physically dependent with multiple needs” (as determined by the Special Education Department) will be posted on the earliest regular posting. The period during which a successful applicant may return to his or her previous position as per Article 12.23 will be thirty (30) working days unless the employee proves unsatisfactory within the trial period in which case the employee will be returned to his or her former positions or unless mutually agreed to by the union and the employer. Save for this, Education Assistants in these positions will remain for at least the remainder of the school year and will not be subject to bumping by other employees during this period. The Special Education Department will review the needs of these particular students annually to see whether monthly postings are appropriate.

## **School Closures and New School Openings**

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

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

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

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

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

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

- 12.40 In order to ensure the assignment of spareboard work in a fair and impartial manner and to provide an efficient method of work assignment for the School District there shall be a system composed of five (5) spareboards. Spareboard assignments are defined as relief and day-to-day work normally undertaken by Spareboard employees to:

12.401 relieve employees who are absent due to sickness, leave of absence, or vacation; or to

12.402 augment staff on a day-to-day basis; or to

12.403 work on a special project of limited duration, which shall not exceed thirty (30) working days unless this period is extended by mutual consent, in writing, of both parties.

### **Spareboard Categories**

12.41 Clerical Spareboard - This spareboard shall be used to call out for spareboard assignments those employees generally known as clerical.

12.42 Student Support Spareboard - This spareboard shall be used to call out for spareboard assignments those employees generally known as student support.

12.43 Maintenance/Caretakers/Transport/District Theatre Attendant Spareboard - This spareboard shall be used to call out for spareboard assignments those employees generally known as maintenance, caretakers or transport employees; and to call out for all District Theatre Attendant assignments.

12.431 Community and School Support Spareboard – this spareboard shall be used to call out for spareboard assignments those employees generally known as Community and School Support.

12.44 District Attendant Spareboard – this spareboard shall be used when filling spareboard assignments for district attendant employees. These spareboard employees will be assigned on a rotational basis from the spareboard list for the particular location or locations as determined by the Employer. These spareboard employees may request to be listed on any attendant spareboard list the employee chooses.

### **Operation of Spareboards**

12.45 Operation of Spareboards - Each spareboard shall operate within the rules laid out below. If there is a dispute as to the application of the rules then the parties agree to meet as soon as possible to try to resolve the difference.

12.451 Spareboard employees shall be reassigned as soon as possible upon the completion of each assignment, unless they are laid off. No notice will be required in the event such employees are laid off.

12.452 Spareboard employees whose assignments are completed, shall not be entitled to "bump" other employees still working in other spareboard assignments except in the event of a general layoff, when regular "bumping" procedures would apply.

12.453 When spareboard employees are required, the assignment will first be offered to the senior employee on the spareboard possessing the qualifications as shown in the appropriate class specification for the assignment.

12.454 A probationary employee's name may be removed from the spareboard list if they refuse to accept or acknowledge an offer of an assignment and shall be removed if they fail to maintain satisfactory service.

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

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

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

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

### **Layoffs**

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

### **Notice of Layoff**

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

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

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

12.512 Such laid off employees will retain seniority recall rights in accordance with Article 12.

12.513 The layoff notice requirement will not apply:

- to recall assignments of fewer than five (5) working days
- to layoffs from the spareboard; or
- where school term employees are not required to work over/during periods of school closures.

### **In the event of a layoff:**

- 12.52 The laid off employee may bump the most junior employee working the same or fewer hours in the same classification, providing the junior employee has less overall seniority than the employee who is to be laid off;
- 12.521 If there is no such employee junior to the laid off employee in the same classification, the laid off employee may bump the junior employee in the classification in which the laid off employee last completed a probationary or trial period, providing the junior employee has less overall seniority and is working the same or fewer hours than the employee who is to be laid off;
- 12.522 If there is no junior employee to bump in either 12.52 or 12.521, the laid off employee may bump the junior employee in the classification in which the laid off employee next previously served a probationary period, providing the junior employee has less overall seniority and is working the same or fewer hours than the employee who is to be laid off, or
- 12.523 If there is no junior employee to bump in either 12.52, 12.521 or 12.522, the laid off employee may go on the spareboard for clerical, student support, maintenance/caretakers/ transportation, or district attendant whichever is applicable.
- 12.524 The laid off employee may be laid off from the district.
- 12.525 Laid off employees shall be given first opportunity for Summer work.

### **“Same or Fewer Hours”**

- 12.53 Where the expression "the same or fewer hours" is used, it is intended that:
- 12.531 The laid off employee may bump the most junior employee, working the same number of hours, in their classification, providing that employee is junior to the laid off employee, but
- 12.532 If there is no such junior employee, the laid off employee may then bump the most junior employee working the next fewer hours, providing that employee is junior to the laid off employee.
- 12.54 A vacancy in a classification will be considered the most junior position for "bumping" purposes.
- 12.55 Where an employee being laid off exercises their seniority in another classification, the change is to come about not later than two working days after the layoff has taken place.
- 12.56 Effective May 1, 1996, subject to Article 12.14 a position declared redundant shall be deemed to be reinstated if the position is re-established within a eighteen (18) month

period and shall be offered to the last incumbent. Thereafter such position would be deemed a "new position" subject to posting.

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

### **ARTICLE 13 EMPLOYEE BENEFITS**

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

13.11 The parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article with the PEBT.

#### **Eligibility**

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

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

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

#### **Group Life**

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

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

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

##### **a) Life Insurance**

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

b) Accidental Death and Dismemberment

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

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

**Group Medical**

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

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

**Dental**

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

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

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

**Extended Health Benefit**

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

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

**Employee and Family Assistance Plan**

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

## **Pension**

- 13.80 Eligible employees working at least fifty (50) percent of full time will be enrolled in the Municipal Pension Plan commencing the beginning of the calendar month immediately following completion of probation, in accordance with the terms of the Plan.
- 13.81 Once employees have been enrolled in the Plan they will continue to participate, even if their regular hours worked fall below fifteen (15) hours per week.
- 13.82 Spareboard employees will be enrolled in the Municipal Pension Plan in the calendar month following both:
- a) completion of probation; and
  - b) working an accumulated number of hours equalling or exceeding nine (9) weeks of full time hours of the classification

## **Premium Costs**

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

## **Course Reimbursement**

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

## **Retirement Bonus - Sick Leave**

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

## **Retirement Bonus - Service**

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

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

13.122 Retirement or resignation of the employee, or

13.123 Termination of the employee for other than just cause.

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

### **Payment of Retirement Bonus**

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

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

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

### **Statutory Holidays**

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

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

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

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

Christmas Day  
Boxing Day  
New Year's Day

**Victoria Day**  
Canada Day  
B.C. Day

Good Friday  
Easter Monday  
Remembrance Day

Labour Day  
Thanksgiving Day  
**Family Day**

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

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

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

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

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

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

### **Annual Vacations**

14.20 Employees will receive annual vacation as follows:

14.201 Vacation pay will be calculated as follows:

#### 12 Month Employees

The greater of:

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

#### 10 Month Employees

The greater of:

- appropriate percentage multiplied by the prior year's gross annual earnings
- or

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

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

## **Vacation Entitlement**

14.202

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

21 years and up	One additional working day for each additional year of service	For each additional year of service, an increase of 0.4% of gross annual earnings for the previous year ending June 30.
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Effective July 1, 1996 vacation leave will be pro-rated for employees who have been absent without pay in excess of fifty (50) working days within the prior year ending June 30.

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

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

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

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

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

**Vacation for 12 month Employees**

14.206 Annual vacations earned to June 30 each year are to be scheduled during the following twelve (12) month period, as follows:

14.2061 Vacations for school and office employees employed for the full twelve (12) months of the year will normally be scheduled during periods of school closure; but approval for vacation when school is in session may be granted when no substitute is required.

14.2062 Maintenance employees will be entitled to up to three (3) weeks vacation entitlement during the summer school closure, with the balance scheduled during the following school year.

### **Vacation Request Timeline for Submission/Approval**

14.207 Employee requests for annual vacation periods to which employees will be entitled effective June 30th pursuant to the foregoing are to be submitted as follows:

14.2071 Requests for vacation periods during July and August are to be submitted no later than April 1st to the employee's supervisor for approval by April 30th.

14.2072 Requests for vacation periods during the school term months September through June 30th are to be submitted no later than May 15th to the employee's supervisor for approval by June 15th.

### **Criteria for Approval of Vacation**

14.208 Supervisory approval of vacation period requests will be subject to:

14.2081 Conformity with the provisions of this Section of the agreement

14.2082 Consideration of seniority

14.2083 Minimal substitute requirements (normally, substitutes will not be provided for vacation relief).

14.2084 The employee remaining in the position and work location held at the time their request was made, otherwise a new vacation request must be submitted.

### **Twelve Month Employees Vacation Approvals during the School Year**

14.209 A limited number of twelve (12) month employees whom the Board determines must be replaced while on vacation may take their vacation outside of the normal school closure periods, subject to the following:

14.2091 Requests are made in writing to the employee's supervisor prior to January 15 in the year prior to the vacation year in which the requested vacation is to be taken. By February 15 the **Supervisor** will advise each employee's supervisor whether the employee's requested vacation is confirmed.

14.2092 Up to forty weeks of vacation time off will be approved pursuant to this provision. Each employee shall be entitled to two (2) weeks of vacation time off based on employee seniority. If, after the allocation of up to two (2) weeks, all forty (40) weeks have not been allocated then the remaining weeks will be allotted to employees who had requested more than two (2) weeks vacation. This shall be done on a seniority basis until no further weeks are available.

14.2093 The Board may agree to let additional employees off pursuant to this clause.

14.2094 Employees who receive vacation pursuant to this clause shall be placed on the bottom of the seniority list for the next year's vacation requests.

### **Ten Month Employees Vacation Pay**

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

After spring school closure any vacation pay accrued shall be paid out on each bi-weekly pay until the last pay period of the school year.

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

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

### **Vacation Carryover**

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

14.30 In the interpretation and application of the vacation provisions set out in 14.20 preceding:

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

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

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

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

## **ARTICLE 15 LEAVES**

### **Sick Leave**

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

A doctor's certificate may be required.

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

### **Sick Leave Credit**

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

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

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

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

### **Union Sick Bank**

15.122 A proportion of the sick leave credit to each employee will be transferred to a sick leave bank established pursuant to 15.13 following. The proportion of sick leave credit to be transferred to the sick leave bank will be set by the Union by advising the Board, in

writing, but will not be changed more often than twice annually, effective the beginning of the biweekly pay period commencing closest to January 1<sup>st</sup> and July 1<sup>st</sup>.

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

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

- 15.13 The Board will maintain and the union will administer a sick leave bank, which shall be funded by transfers from the regular sick leave credit to employees each pay cycle pursuant to 15.11 preceding.

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

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

### **Sick Leave – Part-time Employees Working fewer than Sixteen Hours**

- 15.14 Regular part-time employees working fewer than sixteen (16) hours per week will not be eligible for sick leave pursuant to this section, but will receive 6% of their gross regular earnings each pay period as provided in Article 11.50 in lieu of sick leave. Notwithstanding the foregoing, such employees during an absence, on a regularly scheduled work day, due to illness or non-occupational injury, may receive pay from previously earned and not utilized sick leave credits.

### **Sick Leave during School Closure Periods**

- 15.15 School term employees may apply to the Human Resources Department for sick leave during periods of school closure, but sick leave will not normally be paid for periods of sickness of less than five (5) working days. The Human Resources Department, shall determine the disposition of all such applications for sick leave on the basis of the merits and circumstances of each application and on such criteria as might be determined from time to time by the Board and the Union. The Union may challenge the decision of the Human Resources Department on any such application for leave, in which case the decision shall be made jointly by a designated representative of the Board and a designated representative of the Union. In the event that the representatives are unable to agree on any such question, the matter may be subject to the grievance procedure.

## **Sick Leave - Spareboard**

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

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

## **Subrogation**

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

## **WCB (WorkSafe BC) Leave**

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

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

## **WCB Top Up**

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

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

### **Union Leave - Conventions**

15.30 With prior notification, approval shall be granted for up to ten (10) official representatives of the Union to attend Union conventions (subject to normal operational requirements). Such leave shall be granted, without pay and shall not be unreasonably denied.

15.31 For the purposes of this Section, "Union conventions" shall include any official meetings of the Canadian Union of Public Employees or its affiliate Union organizations.

15.32 Such leave of absence shall not affect the employee's seniority and/or benefits contained in this agreement.

### **Union Leave - Long Term**

15.40 Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Board for a period of up to one (1) year and may be renewed each year on request during his or her term of office.

### **Compassionate or Bereavement Leave**

15.50 The purpose of bereavement leave is to provide regular employees with reasonable protection against loss of pay that would otherwise be incurred as a result of leave required because of a death in the employee's immediate family.

15.51 Immediate family shall be deemed to include spouse or equivalent, child, parent or legal guardian, spouse's parents or legal guardian, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or grandparent.

15.52 An employee may be permitted to utilize bereavement leave entitlement in order to travel outside of the Greater Vancouver area to visit a terminally ill immediate family member listed in 15.51. Such days used shall be deducted from the provision for the purpose of bereavement leave upon the death of the immediate family member.

15.53 Where a regular employee is required to take leave because of a death in the immediate family, three (3) days will be granted without loss of pay if the funeral is to be held in the Lower Mainland, Fraser Valley (Hope), north to Squamish, or on Vancouver Island.

15.54 Four (4) days will be granted without loss of pay if the funeral is held anywhere else in North America.

15.55 Five (5) days will be granted without loss of pay if the funeral is held outside of North America.

15.56 One (1) day funeral leave shall be granted for the funeral of a nephew or niece under 19 years of age.

15.57 Extension of compassionate leave for extenuating circumstances may be requested pursuant to 15.60 following.

### **Leave of Absence**

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

15.61 An employee shall be entitled to up to sixty (60) working days leave of absence without pay upon application as per 15.60 above.

### **Education Leave**

15.62 An employee who wishes to take leave of absence without pay for study or training related to present or future employment with the Board shall be entitled to up to two (2) years leave for such purpose. Application for such leave will be as set out in 15.60 above.

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

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

### **Family Emergency Leave**

15.63 Employees who require leave of absence for family emergency shall be entitled to such leave upon application in 15.60 above.

### **Court/Witness Duty**

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

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

### **Graduation**

15.65 An employee shall be entitled to one (1) day with pay for up to one (1) day per year to attend a graduation ceremony of the employee's child at a secondary school or a

recognized post-secondary educational institute when the ceremony is held during the employee's regular hours of work.

### **Citizenship Leave**

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

### **Maternity/Parental Leave**

#### **Maternity Leave**

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

#### **Parental Leave**

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

15.72 Seniority for employees on Maternity/Parental leave shall be governed by Article 12.10; benefit continuance as set out in the Employment Standards Act; vacations by Article 14.20.

15.73 Employees returning to work from maternity/parental leave shall return to their former assignment if such leave is **equal to or less than the Employment Standards Act maximum leave for maternity/parental leave** and shall return to the spareboard or another comparable assignment if such leave is greater **than the Employment Standards Act maximum for maternity/parental leave**.

**15.80 Domestic or sexual violence leave of absence shall be provided in accordance with the B.C. Employment Standards Act.**

## **ARTICLE 16 JOB SECURITY**

### **Technological Change or Change in Method of Operation**

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

procedures under this collective agreement. In such arbitration, emphasis will be given to an assessment as to whether the School Board's proposals to address the change are reasonable in the circumstances.

### **Volunteers**

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

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

### **Contracting Out**

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

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

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

## **ARTICLE 17 CLASS SPECIFICATIONS**

### **Union Committee**

17.10 The Union and the Board will each select two (2) representatives to act in discussions on matters described in 17.20 to 17.21 immediately following. Additional members of the bargaining unit or representatives of the Board may be called as required as resource persons.

### **New, Amended or Deleted Class Specifications**

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

17.21 The parties may, at any time twenty (20) working days after discussions began under 17.20, invite a mutually acceptable advisor who will have thirty (30) working days to attempt to mediate any differences of opinion that exist over the contents of a proposed class specification. These time limits may be extended by mutual agreement.

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

### **Upgrading of Required Qualifications**

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

## **ARTICLE 18 WAGE SCHEDULES**

### **General**

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

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

18.12 Any salary or classification adjustment shall not constitute a new position as per Article 12 of this agreement.

### **COLA Clause**

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

### **Clerical Positions**

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

### **General Maintenance Positions**

18.40 Employees employed as Trades Helper I, Utilityman I or Groundsman I shall progress to Trades Helper II, Utilityman II or Groundsman II, as the case may be, on the completion of two (2) years in the same classification, provided they meet requirements of the

appropriate II classification specifications and are capable of satisfactorily performing the duties of Trades Helper II, Utilityman II or Groundsman II, as the case may be.

- 18.41 All maintenance employees who are required to furnish their own tools to perform their duties shall be reimbursed by the Board in the amount of fifty (50) percent of the cost of a broken tool upon the employee producing the broken tool.
- 18.42 The Board shall ensure that copies of certificates of proficiency or other proof for tradesman positions are to be given to the Union upon request. Employees who have performed tradesmen positions prior to April 1, 1970, shall not be required to produce a certificate of proficiency, or other proof, if a three (3) month trial period in the tradesman classification has been completed.

### **Caretaker Positions**

- 18.50 Where a Caretaker I has a single work location, and there are no other caretaker staff employed in the same location, the Caretaker I shall be paid as Caretaker II.

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

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

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

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

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

### **Bus Drivers**

- 18.60 Spare bus drivers shall be assigned extra trips only when regular drivers are unavailable.
- 18.61 Every effort will be made to have bus routes established for the school year no later than July 31 each year. Bus drivers will be advised by mail to their home addresses of the

planning for regular runs, including the location of individual stops on each bus route, as soon as the bus routes have been established.

### **Bus Driver Transfers**

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

### **Information for Bus Drivers**

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

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

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

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

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

### **School and Community Support**

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

18.701 Each shift worked shall be accumulated for eligibility for seniority and posting as per Article 12.17.

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

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

**ARTICLE 19  
2019 LOCAL BARGAINING FUNDS**

**19.10 The parties adopt the Provincial Framework Agreement including 'Local Bargaining Funding' under the Sustainable Services Negotiating Mandate for the 2019 renewal of the Collective Agreement.**

**19.11 The local allocation of \$942,496.50 is ongoing funding commencing July 1, 2020.**

**19.12 As of the commencement date, the parties agree to distribute the local allocation as follows:**

a) Letter of Understanding #X RE: Joint Pro-D Committee -	20,000
b) Article 6.40 First Aid Allowance -	30,000
c) Article 11.XX Training Premium -	1,496.50
d) Article 19.14 Training and Development -	100,000
e) Article 19.15 EA Hours -	<u>791,000</u>
Total -	942,496.50

**Joint Implementation Group**

**19.13 The parties agree to establish a Joint Implementation Group comprised of three (3) representatives of The District and three (3) representatives of the Union with the mandate of establishing terms of reference and implementation processes for The Funding in 19.14 and 19.15 below. The District and The Union will bear the cost of working group representative attendance respectively.**

**The Joint Implementation Group will meet to provide oversight of the application of the funds and make adjustments to processes as agreeable.**

**Training and Development**

**19.14 At the commencement date of The Funding, a fund in the amount of \$100,000 annually will be allocated for the intent and purpose of addressing Training and Development of CUPE members. Funding is intended to address Professional Development, Career Progression, Skill Enhancement and Job Satisfaction. Funding may be used for facilitators or tuition, training materials, release time or other identified priorities.**

**Residual unallocated funds at the end of any fiscal year will be applied to the Education Assistant Hours fund in 19.15 to be utilized in the fiscal year immediately following.**

**Education Assistant Hours**

**19.15 At the commencement date of The Funding, a fund in the amount of \$791,000 annually will be allocated for the intent and purpose of adding incremental hours**

**to Part Time Education Assistants (EAs) to elevate as many as possible to Full Time (full school day) positions in Elementary and Secondary schools. Priorities of the funding will be to maximize the number of Full Time positions while attending to locations with high wait lists and other indicators of elevated student need.**

## PAY SCHEDULE

### HOURLY RATE

	Effective 01-Jul-19	Effective 01-Jul-20	Effective 01-Jul-21
<b><u>Caretakers</u></b>			
Caretaker (Caretaker I)	23.11	23.57	24.04
Day Custodian (Caretaker III)	23.73	24.20	24.68
Day Custodian (Caretaker IV)	24.06	24.54	25.03
Day Custodian (Caretaker V)	24.33	24.82	25.32
District Theatre Attendant	23.11	23.57	24.04
Head Caretaker (Caretaker II)	23.44	23.91	24.39
Senior Head Caretaker (Caretaker II)	23.44	23.91	24.39
Senior Head Caretaker (Caretaker III)	23.73	24.20	24.68
Senior Head Caretaker (Caretaker IV)	24.06	24.54	25.03
Senior Head Caretaker (Caretaker V)	24.33	24.82	25.32
<b><u>Clerical</u></b>			
Accounting Assistant I	26.62	27.15	27.69
Accounting Assistant II	27.64	28.19	28.75
Buyer	30.42	31.03	31.65
Career Centre Assistant	26.62	27.15	27.69
Clerk Typist	23.73	24.20	24.68
Community Schools Coordinator	34.35	35.14	35.84
Communications Officer	32.52	33.17	33.83
Corporate Services Specifier	30.56	31.17	31.79
Data Entry Clerk	23.73	24.20	24.68
DEC Office Assistant	24.72	25.21	25.71
Development Officer	31.53	32.16	32.80
Dispatch Office Clerk	28.58	29.15	29.73
District Office Clerk	25.68	26.19	26.71
District Office Clerk (Payroll)	25.68	26.19	26.71
Education Centre Secretary	27.64	28.19	28.75
Education Centre Secretary – Learning Centre	28.58	29.15	29.73
Elementary School Head Secretary	28.58	29.15	29.73
Elementary School Clerk	24.72	25.21	25.71
Head Clerk - Learning Resources	30.56	31.17	31.79
Learning Resources Clerk	26.62	27.15	27.69
Library & Information Technologist	28.58	29.15	29.73
Mail Clerk	22.07	22.51	22.96
Marketing Coordinator	28.58	29.15	29.73
Payments Clerk	25.68	26.19	26.71
Payroll Assistant	27.64	28.19	28.75
Purchasing Clerk	26.62	27.15	27.69
Records Management Clerk	26.62	27.15	27.69
Reprographics Operator	25.68	26.19	26.71
Research Analyst	28.58	29.15	29.73
School Meal Program Assistant	28.58	29.15	29.73
Secondary Information Management Clerk	27.64	28.19	28.75
Secondary School Clerk	24.72	25.21	25.71
Secondary School Head Secretary	29.58	30.17	30.77
Senior Accounting Assistant	31.53	32.16	32.80
Senior Business Analyst	34.45	35.14	35.84
Senior Buyer	32.52	33.17	33.83
Senior District Office Clerk	28.58	29.15	29.73
Senior Learning Resources Clerk	28.58	29.15	29.73

## PAY SCHEDULE

### HOURLY RATE

	Effective 01-Jul-19	Effective 01-Jul-20	Effective 01-Jul-21
Senior Payroll Assistant	30.56	31.17	31.79
Senior Payroll Assistant – Benefits	30.56	31.17	31.79
Senior Research Analyst	33.45	34.12	34.80
Team Leader, Administrative Services	30.56	31.17	31.79
Team Leader, Facility Rentals	30.56	31.17	31.79
Team Leader, Fiscal Management	33.45	34.12	34.80
Team Leader, LRS	31.53	32.16	32.80
Team Leader, Office Systems and Data Mgmt	33.45	34.12	34.80
Web Communication Specialist	30.56	31.17	31.79

### Information Technology

Audio Visual Technician	30.65	31.26	31.89
Help Desk Technologist	28.58	29.15	29.73
Information Services Technologist	28.58	29.15	29.73
LAN Technologist	30.56	31.17	31.79
Network Technologist Specialist Start	32.27	32.92	33.58
Network Technologist Specialist Year I	32.65	33.30	33.97
Network Technologist Specialist Year II	33.03	33.69	34.36
Programmer/Analyst	31.55	32.18	32.82
Repair Technician Information Services	30.65	31.26	31.89
Senior Repair Technician Information Services	32.65	33.30	33.97
Senior Help Desk Technologist	29.58	30.17	30.77
Senior Info. Services Technologist	30.56	31.17	31.79
Senior User Support Technologist	31.55	32.18	32.82
Systems Application Specialist Start	31.64	32.27	32.92
Systems Application Specialist Year I	33.29	33.96	34.64
Systems Application Specialist Year II	34.30	34.99	35.69
Systems Trainer	29.41	30.00	30.60
Team Leader, IMS	35.43	36.14	36.86

### Maintenance

Bus Driver	25.83	26.35	26.88
Equipment Operator I	23.35	23.82	24.30
Equipment Operator II	23.94	24.42	24.91
Equipment Operator III	26.19	26.71	27.24
Facilities Technologist Start	32.27	32.92	33.58
Facilities Technologist Year I	32.65	33.30	33.97
Facilities Technologist Year II	33.03	33.69	34.36
Facilities Technologist II	34.35	35.14	35.84
Groundskeeper Start	23.35	23.82	24.30
Groundskeeper Year I	25.01	25.51	26.02
Groundskeeper Year II	26.19	26.71	27.24
Labourer	23.11	23.57	24.04
Maintenance Planner	32.52	33.17	33.83
Material Foreperson	32.65	33.30	33.97
Non Trades Foreperson	32.52	33.17	33.83
Shipper Receiver	27.64	28.19	28.75
Storekeeper Year I	26.19	26.71	27.24
Storekeeper Year II	28.91	29.49	30.08
Trades Foreperson	35.12	35.82	36.54

## PAY SCHEDULE

### HOURLY RATE

	Effective 01-Jul-19	Effective 01-Jul-20	Effective 01-Jul-21
Trades Foreperson II	35.12	35.82	36.54
Trades Helper Start	23.35	23.82	24.30
Trades Helper Year I	25.01	25.51	26.02
Trades Helper Year II	26.19	26.71	27.24
Trades Person	33.12	33.78	34.46
Trades Person II	33.12	33.78	34.46
Utility Worker Start	23.35	23.82	24.30
Utility Worker Year I	25.01	25.51	26.02
Utility Worker Year II	26.19	26.71	27.24

#### School and Community Support

Community Schools Facilitator	29.58	30.17	30.77
District Attendant - Education Centre	21.77	22.21	22.65
District Attendant - Learning Centre	24.72	25.21	25.71
Outreach Work	26.62	27.15	27.69
Safe School Liaison	25.68	26.19	26.71
School Meal Program Aide	20.80	21.22	21.64
StrongStart Facilitators	26.62	27.15	27.69
Supervision Aide	21.77	22.21	22.65

#### Student Support

ABA Support Worker	28.58	29.15	29.73
Aboriginal Child/Youth Care Worker	30.56	31.17	31.79
Aboriginal District Cultural Facilitator	28.58	29.15	29.73
Aboriginal Education Assistant	30.56	31.17	31.79
Culinary Assistant	25.68	26.19	26.71
Child/Youth Care Worker	30.56	31.17	31.79
Education Assistant I	28.58	29.15	29.73
Education Assistant II	29.58	30.17	30.77
EA Peer Support Facilitator	30.56	31.17	31.79
Hairdressing Assistant	27.64	28.19	28.75
Inner City Secondary School Worker	29.58	30.17	30.77
Language Assistant	25.68	26.19	26.71
Multicultural Worker	27.64	28.19	28.75
Oral Communication Facilitator	29.58	30.17	30.77
Senior Aboriginal Support Worker	29.58	30.17	30.77
Settlement Worker	28.58	29.15	29.73
StrongStart Coordinator	28.58	29.15	29.73
Substance Use Liaison	34.45	35.14	35.84
Visual Language Interpreter	30.56	31.17	31.79
Y.E.S. Co-ordinator	31.53	32.16	32.80
Youth Diversity Liaison	35.43	36.14	36.86

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

In effect on the date of expiry of the Collective Agreement

	<u>4 year</u>
First six months	75%
Second six months	77%
Third six months	79%
Fourth six months	81%
Fifth six months	83%
Sixth six months	85%
Seventh six months	87%
Eighth six months	90%

	<u>3 year</u>
First six months	75%
Second six months	77.5%
Third six months	80%
Fourth six months	82.5%
Fifth six months	87.5%
Sixth six months	90%

	<u>2 year</u>
First six months	75%
Second six months	80%
Third six months	85%
Fourth six months	90%

**VERIFICATION OF MEDICAL STATUS**

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

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

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

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

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

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3. VERIFICATION

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

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

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

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

**LETTER OF UNDERSTANDING**

**HOURS OF WORK FOR STUDENT SUPPORT, SCHOOL AND COMMUNITY  
SUPPORT, AND CLERICAL EMPLOYEES**

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

LETTER OF AGREEMENT

BETWEEN

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

AND

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

**RE: Joint Pro-D Committee**

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

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

**\*Increased to fifty thousand (\$50,000) effective July 1, 2020.**

Loris Pante

Susan Zander

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

**PAY EQUITY**

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

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

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

Loris Pante

Susan Zander

\_\_\_\_\_  
Employer

\_\_\_\_\_  
For the Union

For the

**LETTER OF UNDERSTANDING**

**EA ASSIGNMENTS, POSTINGS, BUMPING AND LAYOFFS**

1. In the event that any provision contained in this article conflicts with any other provision in the collective agreement, the provision in this article shall apply.
2. Each EA position will be either a school-based EA position or a child-specific position.
3. a) Each EA in a regular position as of the first day of school shall be entitled, for the period up to the following June 30<sup>th</sup>, to maintain at least their regular weekly pay in ways provided for herein unless the EA accepts and agrees to fewer hours of work. During the school year, all EAs not in regular positions as of the first day of school will be considered spareboard EAs. This maintenance of regular weekly pay does not apply to spareboard employees.
- b) Article 12.50, Layoffs does not apply to EAs during the school year and article 12.317, Temporary Postings, will not apply to EA positions during the school year.
- c) An EA in a regular position where there is a reduction in the EA's regular hours of work may choose to:
  - i) have the Board maintain at least her/his regular weekly pay up to the following June 30<sup>th</sup>,
  - ii) assume a school-based EA position in the school consistent with 6 herein,
  - iii) assume the position with lesser hours on an ongoing basis,
  - iv) assume the position with lesser hours on a temporary basis or,
  - v) revert to the spareboard on a relief or day-to-day basis.

An EA who chooses i), iv) or v) will have the right to bump the following August based on their regular hours of work prior to the reduction of hours unless the EA obtains a position through the June posting process. An EA who chooses iv) and remains at their school and subsequently attains hours up to the quantity that were reduced will have the option to return to their regular EA status, covered by 3a), prior to their reduction in hours.

4. If an EA in a regular position chooses 3(c)i) above, the Board may maintain the EA's regular weekly pay by placing the EA in a spareboard assignment(s). A spareboard assignment made pursuant to this article is independent of, and takes precedence over, the normal spareboard provisions provided for in Article 12.

5. An EA position may be designated as a child-specific position by Student Support Services. Prior to making the designation, there will be an individual assessment of the educational, emotional, medical, communication and safety needs of the particular student as well as the need for EA continuity due to the specialized EA training for the student. This assessment will be done annually.
6. In the event that the regular hours of work for an EA covered by 3a) herein are reduced during or at the end of the school year, then the EA will be given the opportunity to assume any school-based EA position in the school, where the hours of the position are the same or fewer, provided the EA has the required qualifications for the position and has greater overall seniority than the EA in the position or, in the alternative, opt for one of the options noted in 3c) above.

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

7. a) Nothing in this agreement will preclude the Board and the Union from agreeing, when appropriate circumstances exist, to transfer an EA from a regular position to another position or assignment.
  - b) During the school year, an EA in a regular EA position may agree to be assigned to another regular EA position in the school without 3a) above being activated.
  - c) In the event that a student receives service from a child-specific EA and the student transfers to another location, the EA may, provided the EA agrees, move with the student until the end of the school year or exercise their options pursuant to Section 3c) above. Should the EA position continue for the next school year, it will be posted pursuant to 11 below.
  - d) In the event that a student was receiving school-based EA service and is then assigned a child-specific EA during the school year, the school-based EA who primarily provided the service to the student may be reassigned, on a temporary basis, for the remainder of the school year, as the child-specific EA if the EA has required qualifications.
8. Subject to 3, 4, 6 and 7 above, new temporary or regular EA vacancies which are filled on or after the first day of school will be filled by placing qualified spareboard EAs in those vacancies as provided for in article 12.453.
  9. An EA who successfully posts into a non-EA position during the school year may return to an EA position by:
    - a) successfully posting into a position through the June posting or
    - b) reverting to the EA spareboard if there is an availability or, failing that, by bumping the most junior spareboard EA not in a regular position, if the EA has sufficient seniority.
  - 10 a) Adding regular EA hours of work will be done so that the additional hours best meet the needs of the applicable student(s) or program. Additional regular hours

of work which are a logical extension of an existing EA position will be given to the part-time incumbent. Subject to the preceding, additional regular hours will be offered to the most senior EA in a regular position where the hours of work are consecutive, no scheduling conflict exists and where the EA is qualified for the position.

- b) If the incumbent is in a school-based EA position and does not accept the additional hours, **they** may accept reassignment to the spareboard, in which case the position will be filled on a temporary basis by a spareboard employee and posted in June.
  - c) An EA in a child-specific position will assume additional regular hours if the expectation of increased hours is reflected in the posting.
- 11a) When a school-based EA's regular hours of work are anticipated to be reduced for the following school year, the EA may i) accept the reduced hours or ii) bump first within the school consistent with the process provided for in Article 12.52.
- b) The Principal/VP shall advise all EAs, after the assigned hours have been received at the school, the available positions at the school for the following September. The Principal/VP will consider seniority and preference in the assigning of positions but the final determination of positions shall be made by the Principal/VP.
  - c) By no later than the fifth working day prior to the last school day in June, each school will **communicate electronically**, the names of all EAs in regular positions, with their anticipated regular hours of work for the following school year, at their site.

The Human Resources Department will advise on **the HUB** (or substitute) Human Resources Support Staff Conference and on the June posting, in general terms of the date and the posting and bumping procedures.

- d) At least four days prior to the last day of school in June, the Human Resources department will publish, electronically on its Human Resources Support Staff Conference, a posting bulletin of all known EA positions available for the next school year. The date, time and location of the "Posting" meeting will be indicated in the posting bulletin. A hard copy will be available at all EA work sites and the Human Resources department. EA employees on long term illness, maternity or WCB leave will be notified by letter on how to obtain the posting bulletin.
- e) The posting bulletin will include the following vacancies that are expected to continue the next school year:
  - i) all regular EA vacancies not filled by the end of the preceding August bumping process, but which are then filled during the school year by spareboard EAs,
  - ii) all EA school-based positions which were increased five hours per week or more during the school year, (and will continue as such for the next school year).

- iii) all child-specific EA positions as a result of students moving to another location during the year,
- iv) all EA positions filled on a temporary basis during the year
- v) all new EA vacancies.

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

- f) During the June administrative day (the last day of school) a meeting will be held of all EAs wishing to bid for an available EA vacancy. Non EAs wishing to apply for one or more of the available EA positions will submit a written application to the Human Resources department by 1:30 p.m. the day before the posting meeting. EAs attending the meeting will have no loss of pay for the time spent at the meeting and no EA attending the meeting will be paid for time not scheduled for work on that day.
- g) Posted vacancies will be awarded on the day of the meeting to the extent possible. The successful applicant for a vacancy will be the most senior qualified applicant applying for the position. An EA may exercise her/his posting rights personally, through a representative (with written authorization) or by requesting Human Resources, in writing, to act on behalf of the EA in a manner requested by the EA.
- h) An EA who chooses 3c i), iv) or v) will have the right to bump the following August based on their regular hours of work prior to the reduction of hours unless the EA obtains a position through the June posting process.
- i) If the anticipated regular hours of work for the following school year were reduced for an EA and
  - i) the EA did not accept the reduced hours or
  - ii) the EA did not bump within the school

then, if the EA does not successfully post for a position in June, the EA must advise the Human Resources department, no later than by the end of the meeting, as to whether they are going to take the position with the anticipated reduced hours or whether they will participate in the bumping meeting based on his or her regular hours of work prior to the anticipated reduction of hours. Failure to do so will result in the EA retaining their position with the reduced hours.

- j) EA positions will be posted either as child-specific or school based positions.

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

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

- 12a)** There will be a general “bumping” meeting open to all laid off EAs who are eligible to bump. All such EAs will be advised by publication on the Human Resources Support Staff Conference of the time and location of the bumping meeting which will take place on the **Wednesday following the B.C. Day Statutory Holiday**. All EA position vacancies will be **posted electronically the Friday prior to the B.C. Day Statutory Holiday**. **Such EAs shall attend the “bumping” meeting or submit an application electronically. EAs wishing to submit shall apply for one or more of the available EA positions to the Human Resources department by 1:30p.m. the day before the “bumping” meeting.** The bumping process will be consistent with that provided for in Article 12.52.
- b) The day following the bumping meeting Human Resources staff will commence placing EAs, who were bumped as a result of the bumping meeting, in a vacancy or position which provides the EA with the greatest number of regular hours of work consistent with the process outlined in Article 12.52. If an EA prefers to revert to the spareboard instead, the EA may do so provided that written advice is given to Human Resources no later than the end of the first week of school and the EA has sufficient seniority in which case the EA will not be covered by 3a) herein.
- c) An EA, who has obtained a regular EA position that fails to exist by the end of the day on Wednesday in the second week of school, will be eligible for EA vacancies in order of seniority if qualified. The EA will be eligible for any vacancy and, if successful, shall obtain the position on a temporary basis ending the school year.
- On the Thursday of the second week of school, the Human Resources Department will begin calling all eligible EAs, in seniority order. Eligible EAs will be offered all known vacancies at the time.

Eligible EAs are not obliged to participate in the above process and if they do not participate will continue to be covered by Section 3 of this agreement.

If an eligible EA enters the process and opts for a position with the same hours then they will continue to be covered by Section 3 of this agreement.

If an eligible EA opts for a position with fewer hours, then Section 3 and 6 of this letter will not apply to the EA except that they will be allowed to bump at the bumping meeting at the hours of their previously assigned position. They will also be guaranteed the fewer hours until the end of the school year.

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

**14. In preparation for each meeting in 13) above, the Board will provide to the joint committee a current “locator” report.**

15. The Letter of Understanding will come into effect upon ratification of the Collective Agreement. In the case that this letter expires, the following deleted and changed articles will be reinstated:

2001 – 2003 EXISTING ARTICLES	2003 – 2006 CHANGE
2.51	replace 1 with:
Education Assistant	(classification)
Queen Elizabeth Secondary	School (location)
School-Based or Child-Specific	(position)
12.25 – 12.254	deleted
12.3112, 12.3113	deleted
12.314	no language change but Program/work area not applicable to EAs
12.319	deleted
18.30 – 18.33	deleted
Letter of Understanding page 115	deleted
Teacher Assistant Provision page 121-123	replaced “teacher assistant” with “EA”; deleted, 1, 2, 3; renumbered 4 as 1 and maintain Liaison Committee language

MEMORANDUM OF AGREEMENT

between

SCHOOL DISTRICT No. 36 (Surrey)  
(hereinafter referred to as the Employer)

and

CUPE – LOCAL 728  
(hereinafter referred to as the Union)

**Re: Sick Leave Benefits, Sick Leave Bank Benefits and Long Term Disability (LTD) Benefits**

1. The parties have negotiated sick leave provisions which include personal sick leave and a Sick Bank which provides benefits for eligible employees for one (1) year following the termination of personal sick leave (Article 15 of the collective agreement).
2. The Public Education Benefits Trust (PEBT) provides a provincially funded long term disability plan (LTD Plan) that became effective November 1, 2006 and is referenced in the Long Term Disability and Joint Early Intervention section of Appendix D of the collective agreement. Benefits in this plan are paid to eligible employees after a one hundred and twenty (120) day elimination period.
3. The parties have agreed that the integration of the sick leave and sick bank plan and the LTD plan will not result in any extra cost for the employer and if savings are generated, they will be returned to the Union and its members to be distributed in a manner to be mutually agreed by the parties.
4. The LTD Plan provides benefits to eligible employees after an elimination period of 120 calendar days. An employee on sick leave and eligible to receive sick leave benefits will receive sick leave benefits during the elimination period of the LTD Plan. School term (ten (10) month) employees will not receive sick leave benefits during periods of school closure.
5. During the period that an eligible employee is in receipt of LTD benefits, sick leave benefits will not be paid and therefore not deducted from the employee's sick leave entitlement. During the period that an eligible employee is in receipt of LTD benefits, Sick Leave Bank benefits will not be paid.
6. Employees eligible to receive Sick Leave Bank benefits (i.e. regular employees working a minimum of sixteen (16) hours per week and who have completed two (2) years of regular service) and do not have sufficient sick leave credits to cover the elimination period of 120 days, shall be eligible to receive benefits from the Sick Leave Bank until the completion of the elimination period. Hereinafter referred to as "Elimination Period Sick Leave Bank benefits." Such benefits shall be equal to 80% of their regular rate of pay. School term (ten (10) month) employees will not receive Elimination Period Sick Leave Bank benefits during periods of school closure.

7. During the first year of receipt of LTD benefits, employees eligible to receive Sick Leave Bank benefits (i.e. regular employees working a minimum of sixteen (16) hours per week and who have completed two (2) years of regular service), shall accrue vacation entitlement equivalent to the amount accrued if the employee was in receipt of benefits from the Sick Leave Bank. An employee will not be eligible to utilize the foregoing vacation entitlement until her/his return to active service.
  - For a school term (ten (10) month) employee, annual vacation balance remaining on the 1<sup>st</sup> day of school in September following the employee's return to active service shall be paid to the employee as a lump sum.
  - For a twelve (12) month employee, on June 30 following the employee's return to active service, the employee's accrued vacation balance is subject to article 14.213 and any vacation in excess shall be paid to the employee as a lump sum.
  - An employee who does not return to active service shall be paid their vacation entitlement upon retirement or resignation.
8. Employees eligible to receive Core LTD benefits shall be enrolled in the following plan hereinafter referred to as the "top-up plan." The top-up plan will provide eligible employees in receipt of the Core LTD benefits of 60% of pre-disability earnings with a top-up to 70% of pre-disability earnings. The full costs of the top-up plan will be funded from the Sick Leave Bank. The top-up plan will be administered by the third party selected by the PEBT to administer the Core LTD Plan. The cost of the top-up plan will be determined in negotiation with the provider.
9. Employees eligible to receive Sick Leave Bank benefits (i.e. regular employees working a minimum of sixteen (16) hours per week and who have completed two (2) years of regular service) will be eligible for waiver of EHB, Dental, EFAP, ~~ADD~~ and MSP premiums while in receipt of LTD benefits. During the first year that an employee is in receipt of Core LTD benefits 20% of the cost of the waiver of premiums will be funded from the Sick Leave Bank. For subsequent years during which the employee is in receipt of Core LTD benefits, the full cost of the waiver of premiums will be funded from the Sick Leave Bank. The premium costs will be based on the invoices received from the carriers.
10. The Parties will determine the proportion of hours of the sick leave credit to each employee that will be transferred to the Sick Leave Bank to fund the plans identified in this agreement. The calculation of the monetary value of the hours transferred to the Sick Leave Bank will be done by the Employer and will be based on the weighted average of the hourly rate of all employees eligible to receive Sick Leave Bank benefits. The weighted average shall be calculated annually on July 1 applying the methodology used to determine the rate in the actuarial evaluation done by Morneau Sobeco in October 2007.
11. The parties will meet annually to review the costs of the benefits funded by the Sick Leave Bank (i.e. Elimination Period Sick Leave Bank benefits, top-up plan and waiver of benefit premiums). The parties will ensure that the costs of the foregoing in total do not exceed the cost of the Sick Leave Bank as was determined by the actuary (i.e. \$941,468 per annum). The amount of \$941,468 per annum will be increased/decreased due to a change in staffing and/or to the average hourly rate utilized in the actuarial evaluation done by Morneau Sobeco in October 2007. The savings referred to in #3 of this document shall be the difference between the cost of the Sick Leave Bank (as determined by the actuary) and the cost of the benefits funded by the Sick Leave Bank.

12. This Memorandum of Agreement shall become effective September 1, 2009. Employees in receipt of Sick Leave Bank benefits prior to September 1, 2009, shall continue to receive Sick Leave Bank benefits under the previous eligibility rules for the duration of the absence.
13. The first year that an eligible employee receives LTD benefits will count as one (1) year of service for the provisions of Article 13.120.
14. Should a major change occur to the Core LTD benefits (i.e. a reduction in the current Core LTD benefits of 60% or the Municipal Pension Plan ceases to recognize the Core LTD Plan as an approved plan) this Memorandum of Agreement will no longer be in force and effect unless the parties mutually agree otherwise. If the parties do not agree to maintain this Memorandum of Agreement in effect it shall be null and void and the administration of the Sick Leave Bank shall revert to the practice in effect prior to this Memorandum of Agreement.
15. This agreement is subject to the ratification of the Board of Education, School District No. 36 (Surrey) and CUPE Local 728, and the approval of the British Columbia School Employers' Association (BCPSEA).

Signed this 29 day of April, 2009 in Surrey, BC.

Kyle Uno  
Loris Pante  
Patti Dundas

Susan Zander

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For the Employer

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For the Union

LETTER OF UNDERSTANDING

BETWEEN:

SCHOOL DISTRICT NO. 36 (SURREY)  
(hereinafter referred to the "District")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728  
(hereinafter referred to the "Union")

**RE: Sick Leave Benefits, Sick Leave Bank Benefits and Long Term Disability Benefits**

Further to the Memorandum of Agreement signed April 29, 2009 regarding the above, the parties agree to the following:

During the first year of receipt of LTD benefits, employees eligible to receive Sick Leave Bank benefits (i.e. regular employees working a minimum of sixteen (16) hours per week and who have completed two (2) years of regular service), shall accrue seniority equivalent to the amount accrued if the employee was in receipt of benefits from the Sick Leave Bank.

Dated this 6<sup>th</sup> day of December , 2011.

Kyle Uno

\_\_\_\_\_  
For the Employer

Janice Meehan

\_\_\_\_\_  
For the Union

LETTER OF UNDERSTANDING

BETWEEN:

SCHOOL DISTRICT NO. 36 (SURREY)  
(hereinafter referred to the "District")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728  
(hereinafter referred to the "Union")

**RE: StrongStart Facilitators**

The parties agree to the following terms and conditions of employment with respect to the inclusion of the classification of StrongStart Facilitator within the union's bargaining authority as follows:

1. A new classification of StrongStart Facilitators will be established in the Attendant department, in accordance with Article 17 of the Collective Agreement, effective July 1, 2008.
2. The incumbent StrongStart staff will be given the option to work as StrongStart Facilitators effective September 1, 2008. All subsequent StrongStart Facilitator positions created will be posted as per the Collective Agreement requirements.
3. In recognition of their previous service in the StrongStart Centres, the seniority date for the grandparented StrongStart Facilitators will be the start date of their contract to work in the StrongStart Centres in the District's schools.
4. The four hour minimum as per Article 9.24 shall be interpreted as an average of four hours worked daily over the course of a four week period in order to meet the needs of the program and the requirement for flexibility in scheduling hours of work outside of the hours of operation of the StrongStart Centre.
5. Annual vacation for the StrongStart Facilitators will be scheduled in a manner that ensures there is no interruption with the delivery of the program.
6. Paid rest period as per Article 9.40 shall be taken during times that will not interfere with the operation of the StrongStart Centre (i.e. when children and their caregivers are in the Centre).
7. This agreement is without prejudice or precedent to either party except to enforce the terms of the agreement, and may be reviewed annually by the parties.

8. This agreement is subject to the ratification of the Board of Education, School District No. 36 (Surrey) and CUPE Local 728, and the approval of the British Columbia School Employers' Association (BCPSEA).

Dated this 13<sup>th</sup> day of September, 2010.

Kyle Uno

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For the Employer

Janice Meehan

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For the Union

LETTER OF UNDERSTANDING

BETWEEN:

SCHOOL DISTRICT NO. 36 (SURREY)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728

**RE: Settlement Workers**

The parties agree to the following terms and conditions of employment with respect to the establishment of Settlement Workers in Schools as positions within the bargaining unit.

1. A new classification of Settlement Worker in Schools will be established in accordance with Article 17 of the Collective Agreement, in the Student Support Department effective October 1, 2007.
2. All of the terms of the Collective Agreement will apply to the Settlement Workers except as otherwise agreed between the parties.
3. Hours of work for the Settlement Workers will not exceed 37.5 hours per week on average, calculated over a four week period, and up to eight and a half (8 ½) hours per day. The hours of work will be assigned in accordance with the Collective Agreement, after consultation with the Settlement Workers, and may include split shifts where operational requirements would be best served by a split shift.
4. Hours of work may be scheduled on a Saturday or Sunday. In such cases, article 9.101 and 9.102, and article 10.11 and 10.13, with the exception of the statutory holiday provisions, shall not apply to Settlement Workers. Where Settlement Workers are required to attend to duties in the evening or on weekends, the Settlement Workers may take a corresponding amount of time off at a time mutually agreed between the Settlement Worker and the Manager.

Dated this 13<sup>th</sup> day of September, 2010.

Kyle Uno

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For the Employer

Janice Meehan

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For the Union

Letter of Understanding #9

Letter of Understanding

Between

School District No. 36 (Surrey)

And

Canadian Union of Public Employees, Local 728

**RE: Online Posting System**

Whereas the parties have agreed to replace the paper based posting system with an online posting system, **the following will still apply:**

- 1. One copy posted in the staff room (emailed to the school for posting)**
- 2. Step by Step instructions on how to use the online system provided to all new hires**
- 3. Employer to make known which computer(s) in each school for support staff to use**
- 4. Email to ALL support staff informing that a posting is online**
- 5. Facilities to post a paper copy posted in the lunch room**

Letter of Understanding

Between

School District No. 36 (Surrey)

And

Canadian Union of Public Employees, Local 728

**RE: Part Time employees required to work beyond the normal scheduled hours**

In extenuating circumstances where a part-time employee is required to work beyond the normal scheduled hours of work the employee may choose:

- a) to receive in pay the additional time worked or;
- b) where the part-time employee and the supervisor concerned agree in advance to time off in lieu of extra straight time hours, the employee may bank the extra hours and will be entitled to the value of those hours in paid time off

In situations where the employee and the supervisor do not have the opportunity to agree in advance that extra time is required, the employee may request after working the extra time that the extra time worked be banked or paid out. Such requests will not be unreasonably denied.

The time off in lieu will be at a mutually acceptable time that is convenient to the needs of the department; and the employees will file a request with their supervisor to take such time off at least two (2) weeks before the time off is desired or an agreed upon time between the parties. Under normal circumstances, all banked time shall be cleared off by June 30<sup>th</sup> **for 10 month employees and August 31<sup>st</sup> for 12 month employees**, and any banked time to an employee's credit before the employee returns to work from vacation. However, should it not be possible to schedule the time off by June 30<sup>th</sup> **for 10 month employees and August 31<sup>st</sup> for 12 month employees**, the employee will receive the equivalent wage in lieu.

Letter of Understanding

Between

School District No. 36 (Surrey)

And

CUPE Local 728

**Re: Spareboard and Casual Spareboard**

1. The parties agree to create a Casual Spareboard consisting of the following classifications to provide on-call relief work:
  - Buyer
  - District Attendant
  - Payroll Assistant
  - School Meal Program Aides
  - StrongStart Facilitators
  - Visual Language Interpreters
  - Culinary Assistant
2. Casual employees are excluded from the provisions of the Collective Agreement except only that:
  - a. Upon completion of one hundred and eighty (180) shifts, Casual Spareboard employees shall be deemed to have seniority for the purpose of applying for posted positions with the Board.
  - b. If a Casual Spareboard employee is awarded a posted position, the probationary period starts on the first day of work in that position and probation will be served as per Article 2.
  - c. Casual Spareboard employees who attain a regular position shall not be entitled to vacation entitlement, retirement bonus, or sick leave payout from their date of seniority but from the date they started their probation.
  - d. Shifts worked by Casual Spareboard employees since September 1, 1993 shall be used in the calculation of Casual Spareboard employees' seniority.
  - e. Pay in lieu of statutory holidays and sick leave shall be paid in accordance with Article 11.50.

- f. A percentage of gross earnings at a rate set by the Union, as union dues, shall be deducted monthly and forwarded to the Union as if employees were not excluded from the provisions of this agreement. The foregoing provisions will not preclude such employees from grieving matters relating to rates of pay, allowances, discipline or discharge.
  - g. Casual Spareboard employees who are successful in posting to a temporary position may be entitled to benefits for the duration of their posting, subject to the eligibility requirements outlined in Article 13.
- 3. Any existing employees with benefits on the Casual spareboard shall be provided with three (3) months notice that their benefits will end (except Pension). Employees may choose to continue their benefits, but must pay 100% of the premiums.
- 4. Ten month employees on the regular spareboard or part-time ten month employees may choose to make themselves available for call out to another ten month spareboard provided they are deemed qualified to perform the position. Employees will designate themselves to a primary spareboard and will be available for work on their primary spareboard prior to being called out for work in their secondary spareboard.
- 5. This Letter of Understanding will come into effect upon ratification of the Collective Agreement. The Letter will expire on December 31, 2013, unless the parties mutually agree to continue all or parts of the letter.

Letter of Understanding

Between

School District No. 36 (Surrey)

And

Canadian Union of Public Employees, Local 728

**Re: Child and Youth Care Postings**

- 1) In the event that any provision contained in this article conflicts with any other provision in the collective agreement, the provision in this article shall apply.
- 2) CYCWs will work a minimum of 6.4 hours a day, with the exception of CYCWs working at Learning Centres.
- 3) a) When a CYCWs regular hours of work are anticipated to be reduced for the following school year, the CYCW may choose to:
  - i) Accept the reduced hours
  - ii) Bump; based on the regular hours of work prior to the reduction
  - iii) Revert to the spareboardb) The bumping process will be consistent with that provided in Article 12.50
- 4) During the month of June, the Human Resources department will notify by email or by phone all CYCWs whose hours have been reduced or increased. The CYCW will provide their decision no later than forty-eight (48) hours after being notified.
- 5) All known vacant CYCW positions will be posted prior to, but no later than the last Friday of the school year (Administrative Day). The posting will close the following Monday at 4:00 p.m. and will be awarded the following day. This will be the only CYCW posting during the school year.
- 6) All remaining vacancies will be filled by placing qualified spareboard CYCWs for the duration of the assignment or until the end of the school year as provided for in Article 12.453. A placement meeting will be held prior to the start of the school year. Notice of the date/time of the placement meeting will be posted on the Human Resources Support Staff website.
- 7) Nothing in this agreement will preclude the board and the Union from agreeing, when appropriate circumstances exist, to transfer a CYCW from a regular position to another position or assignment.

The Letter of Understanding will come into effect upon ratification of the Collective Agreement. This Letter of Understanding will expire on October 31, 2015, unless the parties mutually agree to continue all or parts of the Letter.

Dated this 16 day of April, 2013 in Surrey, B.C.

Letter of Understanding

Between

School District No. 36 (Surrey)

And

Canadian Union of Public Employees, Local 728

**Re: 10 Month Vacation Payout**

The parties agree to establish a joint working committee to review the feasibility of offering 10 month employees the ability to opt out of the current vacation payout process after Spring Break (as outlined in Article 14.210, second paragraph), as follows:

Step 1 – Committee Review

The committee shall consist of up to three (3) representatives from the Union and three (3) representatives of the District who will be responsible to determine:

- the implications on pension, EI benefits or other benefit provisions
- the operational payroll issues, including software modifications, payroll calendar issues and payroll processing issues
- any other impact not considered above

The Committee's review shall be completed within four (4) months following the date of ratification of the collective agreement.

Step 2 – Communicating with Employees

Following completion of the review, the parties will issue a joint communique to all 10 month employees explaining the implications of opting out of the provisions of Article 14.210 (second paragraph).

After reviewing the information provided employees will be required to select either to continue the current vacation payout process (paid biweekly following Spring Break) or participate in the trial to have their vacation paid out over the summer (biweekly following the last pay period in June).

The Committee will review employee selections to ensure that a minimum of 10% of all 10-month employees are interested in participating in the vacation payout trial before moving to

Step-3 below. Should fewer than 10% of all 10-month employees be interested, it is agreed that the trial will not commence and the Committee's work will come to an end.

### Step 3 – Activating the Trial

The trial period will operate from February 1 up to the last Friday before Labour Day in either the 2013/14 school year or the 2014/15 school year.

Following completion of the trial, the provisions of Article 14.210 will apply, unless the parties mutually agree to continue all or parts of the letter.

It is understood that if the parties agree to continue all parts of this letter that current employees will be eligible to make one further selection to opt out of or opt into the summer vacation payout during the course of their employment with the District. New employees will be required to choose their vacation pay out option upon hire and will be eligible to make one further selection during the course of their employment with the District.

Dated this 16 day of April, 2013 in Surrey, B.C.

Letter of Understanding

Between

School District No. 36 (Surrey)

And

Canadian Union of Public Employees, Local 728

**Re: Summer Hours**

The parties agree to establish summer hours (7:30am to 3:30pm) on a trial basis in the Janitorial department. Such trial will be in effect from July 2, 2014 up to and including August 22, 2014. The parties agree the aforementioned trial will only occur at those work sites where operational needs permit. It is further agreed that where an operational need changes, an employee who has commenced the summer trial hours (7:30am to 3:30pm) at a particular work site will be required to revert to the standard summer hours of 8am to 4pm.

Future summer hours (those outside of the standard 8:00am to 4:00pm shift) will be based on a joint review of the operational impacts experienced during this trial and will require the Employer's express agreement. The operational impacts will be reviewed at the Custodial Workload Committee.

Dated this 16 day of April, 2013, in Surrey, B.C.

Letter of Understanding  
Between  
CUPE Local 728  
And  
School District No. 36 (Surrey)

**RE: Bus Drivers and Extended Day Schools**

**When** there is a requirement for shifts beyond six (6) hours per day for Bus Drivers due to the extended day at **schools**, the parties agree to the following terms and conditions:

1. Article 9.22 shall be interpreted as Bus drivers will work six (6) hours per day, thirty (30) hours per week, but may work up to seven and one half (7.5) hours per day, thirty seven and one half (37.5) hours per week.
2. Article 12.31 will apply to the increased hours of work for the year, except that existing Bus Drivers who decline the additional hours will remain at six (6) hours per day.
3. The Article 18.62 to 18.623 annual process of assigning routes shall apply to the routes. Existing Bus Drivers, in seniority order, shall be offered the additional hours on an annual basis.
4. Article 18.63 will apply to the increased hours of work for this one day.
5. The increased hours shall apply for sick leave (Article 15.12 sick leave accrual and Article 15.122 maximum total accumulated sick leave) and vacation entitlement pay (Article 14.210).
6. This letter of understanding will be effective September 1, 2011.

LETTER OF UNDERSTANDING

BETWEEN:

SCHOOL DISTRICT NO. 36 (SURREY)  
(hereinafter referred to the "District")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728  
(hereinafter referred to the "Union")

**RE: Education Assistant (EA) Committee**

The parties agree to the establishment of a joint working committee to review the creation of whole EA jobs, and for the deployment of EA staff in accordance with recognized best practices.

The committee will be comprised (6) six members in total - three (3) members of the Union and three (3) representatives of the District. The parties agree that meetings will normally be scheduled to occur after school hours so that EA's may attend at no cost to the District. Where a meeting cannot be scheduled to occur outside of normal school hours the District will bear the cost for up to two (2) EAs to attend.

The parties agree the committee will commence its work once the provincial EA committee has completed its work and reported its findings.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

LETTER OF UNDERSTANDING  
BETWEEN:  
SCHOOL DISTRICT NO. 36 (SURREY)  
(hereinafter referred to the “District”)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728  
(hereinafter referred to the “Union”)

**Re: Labour Management Committee**

**MANDATE**

The Joint Labour Management Committee will be comprised of management and union representatives to problem-solve, promote workplace productivity, and foster good relations between the District and Union.

**STRUCTURE**

Up to four (4) representatives from each party will comprise the Committee with alternating Chair responsibilities shared between the Union Chairperson and the District Chairperson. The committee will meet at least once every sixty (60) days unless in bargaining. At the beginning of each school year, the parties shall schedule tentative committee meeting dates. The Union and the District will bear the cost of committee member attendance respectively.

**PURPOSE**

The Joint Labour Management Committee will make recommendations:

- relating to the maintenance of good relations between the parties; and,
- concerning matters that may otherwise result in grievances or misunderstandings.

Discussions at the Joint Labour Management Committee will not:

- include matters that have been grieved, nor will the committee discussions be grievable;
- include matters relating to wages or any other collective bargaining issue;
- replace the work of other Committees; or
- be binding on either the Union or the Employer.

**COMMUNICATION**

Agenda items will be provided to the appropriate Chairperson at least 7 days prior to the scheduled meeting that they will chair. Minutes will be taken at each meeting by the respective Chairperson person to be distributed to committee members wherever possible within 14 days of the meeting.

LETTER OF UNDERSTANDING

BETWEEN:

SCHOOL DISTRICT NO. 36 (SURREY)

Hereinafter referred to as the "Employer"

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728

Hereinafter referred to as the "Union"

**RE: Caretaker Overtime Callout**

Whereas the parties have agreed that Caretaker work performed during a call out (Article 9.70) shall first be offered to the existing Caretaker(s) at a school/work location. Should those Caretaker(s) at the school/work location decline the work, the following process shall apply;

The parties agree as follows:

1. In June of each year, all qualified Caretaker employees shall be given an opportunity to be put on a list of employees who are willing to be called out as per Article 9.70. The call out shall be done by seniority on a rotational basis. This callout shall only apply to work during the regular work week (Monday to Friday).
2. Employees on the list are expected to accept callouts but may decline work for valid reasons acceptable to the Employer. Employees on the list shall be removed if they fail to maintain satisfactory service. The responsibility for being contacted to accept assignments rests entirely with the employee.
3. Overtime worked as per this Letter of Understanding does not apply to Article 10.15.

Dated at Surrey, B.C. on \_\_\_\_ of January, 2011.

Letter of Understanding #19

LETTER OF UNDERSTANDING

BETWEEN:

SCHOOL DISTRICT NO. 36 (SURREY)

Hereinafter referred to as the "Employer"

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728

Hereinafter referred to as the "Union"

**RE: High Dusting Crew**

Whereas the parties have agreed that Caretaker work performed on the High Dusting Crew requires specialized training on the equipment required to perform the work, is work performed at considerable heights and on evening shifts;

The parties agree as follows:

1. In June of each year, employees on the Maintenance/Caretaker /Transport/District Theatre Attendant Spareboard (the "Spareboard") shall be given an opportunity to be put on a list of qualified employees who are willing to be given assignments as High Dusting Crew spareboard during the period from July 1 to June 30.
2. The Employer shall provide training to call qualified employees on this list and shall call employees on this list in order of seniority for such assignments. In the event that the Employer requires more employees for assignments than those on the list who are available, it shall call out other employees from the Spareboard in reverse order of seniority.

Dated at Surrey, B.C. on \_\_\_\_ of January, 2011.

LETTER OF UNDERSTANDING

BETWEEN:

SCHOOL DISTRICT NO. 36 (SURREY)  
(hereinafter referred to the "District")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728  
(hereinafter referred to the "Union")

**RE: Statutory Holiday Pay for Part-week Employees and Spareboard Employees**

CUPE 728 and Surrey Schools agree to the following process for paying Statutory holiday pay to "part-time" employees and Spareboard employees. A "part-time" employee is defined in this agreement as an employee who works less than five (5) days per week or an employee who works five days/week but not the same hours each day.

Subject to meeting the Article 14.101 threshold (in receipt of wages earned from the Board for nine (9) working days during the four (4) "Saturday to Sunday" weeks preceding the holiday to qualify for pay for the holiday) the following shall apply:

1. Article 14.13 shall not apply to the part-week and spareboard employee.
2. If a statutory holiday falls upon a regularly scheduled day of work, the employee will be paid their scheduled hours for the day (see example 1).
3. If the statutory holiday does not fall upon a regularly scheduled day work of work the employee shall be paid 1/5 of their weekly hours of work for the statutory holiday (see example 2).
4. Part-time employees who also work on the spareboard who meet the Article 14.101 threshold shall be paid for the statutory holiday the greater of:
  - Their scheduled hours of work if the statutory holiday falls upon a regular scheduled day of work or if not a scheduled day of work, paid 1/5 of their weekly hours of work:  
OR
  - Paid the average hours/rate of pay per day (excluding overtime) from the previous four (4) "Saturday to Sunday" calendar weeks.
5. Spareboard employees who meet the Article 14.101 threshold shall be paid for the statutory holiday their average hours/rate of pay per day (excluding overtime) from the previous four (4) "Saturday to Sunday" calendar weeks.

6. For statutory holidays falling in a school closure period (Winter, Spring and Summer break) 10 month part-week employee who meet the Article 14.101 threshold shall be paid 1/5 of their weekly assignment hours. 10 month spareboard employees who meet the Article 14.101 threshold shall be paid the average hours/rate of pay per day from the previous four (4) “Saturday to Sunday” calendar weeks.
7. The District and the Union agree to meet as quickly as possible to discuss and resolve any unforeseen issues that may arise during the course of this agreement.

Dated this 14th day of September, 2016.

**Example 1 – Stat holiday falling on a scheduled work day**

	Monday	Tuesday	Wednesday	Thursday	Friday	Total
Regular weekly schedule	7.5		7.5		7.5	22.5
Statutory Holiday Week	STAT – 7.5 hours paid		7.5		7.5	22.5

**Example 2 – Stat holiday falling on a non scheduled work day**

	Monday	Tuesday	Wednesday	Thursday	Friday	Total
Regular weekly schedule	7.5		7.5		7.5	22.5
Statutory Holiday Week	7.5	STAT – 4.5 hours	7.5		7.5	27

## **Letters of Understanding not Included in the Collective Agreement**

- Alternate Local Calendar, 2019/20 to 2020/21
- CUPE President
- CUPE Secretary Treasurer
- District Theatre Attendant
- Duty to Accommodate Protocol
- EA Continuity Committee
- EA Spareboard Special Programs Callout
- Pay Equity Implementation
- Practicum Students
- Retired EA Casual Spareboard
- Technical Coordinator and Front of House Coordinator
- Telecommuting
- Union Executive Leave

EMPLOYMENT STANDARDS ACT

Part 6 — Leaves and Jury Duty

Maternity leave

**50** (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins

- (a) no earlier than 13 weeks before the expected birth date, and
- (b) no later than the actual birth date

and ends no later than 17 weeks after the leave begins.

(1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.

(2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

(3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).

(4) A request for leave must

- (a) be given in writing to the employer,
- (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
- (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

## **Parental leave**

**51** (1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,

(a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,

(b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and

(c) [Repealed 2011-25-327.]

(d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

(a) be given in writing to the employer,

(b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

### **Family responsibility leave**

**52** An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

### **Compassionate care leave**

**52.1** (1) In this section, "**family member**" means

- (a) a member of an employee's immediate family, and
- (b) any other individual who is a member of a prescribed class.

(2) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after

- (a) the date the certificate is issued, or
- (b) if the leave began before the date the certificate is issued, the date the leave began.

(3) The employee must give the employer a copy of the certificate as soon as practicable.

(4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.

(5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:

- (a) the family member dies;
- (b) the expiration of 52 weeks from the date the leave began.

(6) A leave taken under this section must be taken in units of one or more weeks.

(7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in subsection (5) (b), the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

### **Critical illness or injury leave**

**52.11** (1) In this section, "**family member**" means

- (a) a member of an employee's immediate family, and
  - (b) any other individual who is a member of a prescribed class.
- (2) An employee who requests leave under this section is entitled to the following unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate in accordance with subsection (4):
- (a) up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;
  - (b) up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.
- (3) If a certificate issued in accordance with subsection (4), with respect to a leave under this section, sets out a period for which a family member of an employee requires care or support that is less than the maximum number of weeks specified in subsection (2) (a) or (b), as applicable, the employee
- (a) is entitled to take the leave only up to the number of weeks indicated in the certificate, and
  - (b) may, respecting the leave, obtain one or more additional certificates in accordance with subsection (4), but the employee's entitlement to the leave does not exceed the maximum number of weeks specified in subsection (2) (a) or (b), as applicable.
- (4) A certificate referred to in subsection (2) must
- (a) state that the baseline state of health of the family member has significantly changed and the life of the family member is at risk as a result of an illness or injury,
  - (b) state that the care or support required by the family member can be met by one or more persons who are not medical professionals, and
  - (c) set out the period for which the family member requires care or support.
- (5) The employee must give the employer a copy of the certificate referred to in subsection (2) as soon as practicable.
- (6) An employee may begin a leave under this section respecting a family member no earlier than the earlier of the following:
- (a) the first day of the week in which the certificate referred to in subsection (2) respecting the family member is issued;

- (b) the first day of the week in which the baseline state of health of the family member significantly changes and the life of the family member is at risk as a result of an illness or injury.
- (7) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
  - (a) the family member in respect of whom the leave is taken dies;
  - (b) the expiration of 52 weeks from the date the leave began.
- (8) A leave taken under this section must be taken in units of one or more weeks.
- (9) If an employee takes a leave under this section and, at the time referred to in subsection (7) (b), the life of the family member remains at risk as a result of the illness or injury, the employee may take a further leave after obtaining a new certificate in accordance with subsection (4), and subsections (5) to (8) apply to the further leave.

### **Leave respecting disappearance of child**

**52.3** (1) In this section and section 52.4:

**"child"** means a person under 19 years of age;

**"crime"** means an offence under the *Criminal Code* other than an offence prescribed by the regulations made under section 209.4 (f) of the *Canada Labour Code*.

- (2) If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 52 weeks.
- (3) If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under subsection (2).
- (4) A leave under subsection (2) must be taken during the period that starts on the date the child disappears and ends on the date that is 53 weeks after the date the child disappears.
- (5) A leave under subsection (2) may be taken by the employee in
  - (a) one unit of time, or
  - (b) more than one unit of time, with the employer's consent.

(6) Despite subsection (4), a leave under subsection (2) ends on the earliest of the following dates, if any apply:

- (a) the date on which circumstances indicate it is no longer probable that the child's disappearance is a result of a crime;
- (b) the date the employee is charged with a crime that resulted in the disappearance of the child;
- (c) the date that is 14 days after the date on which the child is found alive;
- (d) the date on which the child is found dead;
- (e) the date that is the last day of the last unit of time in respect of which the employer consents under subsection (5) (b).

(7) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.

### **Leave respecting death of child**

**52.4** (1) If a child of an employee dies and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 104 weeks.

(2) If an employee is charged with a crime that resulted in the death of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.

(3) A leave under subsection (1) must be taken during the period that starts

- (a) on the date the child dies, or
- (b) on the date the child is found dead, in the case of the child disappearing before the child dies,

and ends on the date that is 105 weeks after the date referred to in paragraph (a) or (b), as applicable.

(4) A leave under subsection (1) may be taken by the employee in

- (a) one unit of time, or
- (b) more than one unit of time, with the employer's consent.

(5) Despite subsection (3), a leave under subsection (1) ends on the earlier of the following dates, if any apply:

- (a) the date the employee is charged with a crime that resulted in the death of the child;

(b) the date that is the last day of the last unit of time in respect of which the employer consents under subsection (4) (b).

(6) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child is dead.

### **Leave respecting domestic or sexual violence**

**52.5** (1) In this section:

**"child"** means a person under 19 years of age;

**"domestic or sexual violence"** includes

(a) physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,

(b) sexual abuse by any person,

(c) attempts to commit

(i) physical abuse by an intimate partner or by a family member, or

(ii) sexual abuse by any person, and

(d) psychological or emotional abuse by an intimate partner or by a family member, including

(i) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,

(ii) unreasonable restrictions on, or prevention of, financial or personal autonomy,

(iii) stalking or following, and

(iv) intentional damage to property;

**"eligible person"** means, with respect to an employee,

(a) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian,

(b) a person who

(i) is 19 years of age or older,

(ii) is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and

- (iii) is under the day-to-day care and control of the employee, who is the person's parent or former guardian, and
- (c) a prescribed person;

**"family member"** means any of the following:

- (a) with respect to a person,
  - (i) the spouse, child, parent, guardian, sibling, grandchild or grandparent of the person, or
  - (ii) an individual who lives with the person as a member of the person's family;
- (b) any other individual who is a member of a prescribed class;

**"intimate partner"** means, with respect to a person, any of the following:

- (a) an individual who is or was a spouse, dating partner or sexual partner of the person;
- (b) an individual who is or was in a relationship with the person that is similar to a relationship described in paragraph (a).

(2) In addition to experiencing domestic or sexual violence in the circumstances described in the definition of "domestic or sexual violence" in subsection (1), a child who is an employee or eligible person also experiences domestic or sexual violence if the child is exposed, directly or indirectly, to domestic or sexual violence experienced by any of the following individuals:

- (a) an intimate partner of the child;
- (b) a family member of the child.

(3) If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:

- (a) to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
- (b) to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
- (c) to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
- (d) to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;

- (e) to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;
- (f) any prescribed purpose.

(4) If an employee requests leave under subsection (3), the employee is entitled during each calendar year to

- (a) up to 10 days of unpaid leave, in units of one or more days or in one continuous period, and
- (b) in addition to the period of time referred to in paragraph (a), up to 15 weeks of unpaid leave.

(5) A leave under subsection (4) (b) may be taken by the employee in

- (a) one unit of time, or
- (b) more than one unit of time, with the employer's consent.

(6) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic or sexual violence against the eligible person.

(7) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

## **APPENDIX B**

### **FAMILY EMERGENCY LEAVE**

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

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

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

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

## APPENDIX C

### APPRENTICESHIP TRAINING PLAN

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

### APPRENTICESHIP TRAINING PLAN

Between

SCHOOL DISTRICT #36 (SURREY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

LOCAL 728

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

#### PURPOSE

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

Purposes of the ATP are as follows:

1. To provide on-the-job training for employees as apprentices in trades in which there are expected to be vacancies or new positions created by the end of the apprenticeship training period;
2. to provide current employees of the district in Trades Helper and other semi-skilled categories an opportunity to upgrade their skills to become journeymen;

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

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

#### CONDITIONS OF APPRENTICESHIP OPPORTUNITIES

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

#### STRUCTURE

##### Section 1

- The Board will ensure that apprentices be given the necessary on-the-job practical training;
- Entrance to any apprenticeship will be subject to the applicant meeting the standards required for acceptance by the Apprenticeship and Industrial Training Branch.
- This agreement and contracts of apprenticeship entered into pursuant to this agreement shall be governed by the provisions of the Apprenticeship Act.
- No provision of this agreement shall infringe upon or limit the Employer's right to hire, discharge or layoff employees as circumstances warrant;

- Every apprentice shall be bound by all the provisions of the collective agreement prevailing between the Employer and the Union;
- All vacancies for new apprentice positions shall be posted and filled in accordance with the provisions of the collective agreement.

## QUALIFICATIONS

### Section II

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

- (iii) who are refused entrance into an apprenticeship contract by the Director shall be retained by the Employer in their last regular position at the rate of pay provided for in the collective agreement between the employer and the Union. Such employees shall be "red-circled" and shall not thereafter be entitled to progress to a higher increment level in that classification (i.e. to progress from TH-I to TH-II.)

## LAYOFFS/SENIORITY

### Section III

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

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

## SCOPE OF PLAN

### Section IV

- 1. Subject to the obligations of the Employer under Section II, Clause 3(b) above to employ as apprentices those employees who fail their qualifications exams for their respective designated trades, the Employer may also employ up to one (1) apprentice to four (4) journeymen, provided however, that:
  - (i) the Employer may authorize apprentices in trades where the number of journeymen is fewer than four, if an apprenticeship is deemed warranted.
  - (ii) during the initial implementation phase of this Apprenticeship Training Plan, the maximum may be exceeded at the discretion of the Employer by reason of applications for apprenticeships from incumbent trades helpers applying under Section II, clause 3 (b) above, and
  - (iii) the Board will ensure that the apprentice to journeyman ratio is sufficient to respond to future planning needs in any trade (without, however, prejudicing

the Board's right to hire journeymen in preference to hiring apprentices).

2. (a) Every apprentice who has obtained a certificate of proficiency or a certificate of apprenticeship in their designated trade under the Act for whom no journeyman's position is immediately open in the district shall, subject to the availability of work, be retained on staff in the district for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in the contract of apprenticeship.
- (b) After expiration of the said six (6) month period, the Employer shall have no obligation to offer them employment as a journeyman.
- (c) In the event a position is not available for a graduate apprentice as a journeyman in their trade, they shall exercise their seniority as per the collective agreement.

## APPRENTICESHIP PROBATION

### Section V

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

## APPRENTICESHIP COURSEWORK

### Section VI

1. An apprentice shall be paid their regular rate of pay while attending full-time courses set by a training authority established under the Act during each year of apprenticeship.

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

## APPRENTICESHIP CONTRACTS

### Section VII

1. Apprenticeship contracts shall be prepared before the end of the probationary period and shall be signed by the apprentice (and, if a minor, their parent or guardian).

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

## HOURS OF WORK

### Section VIII

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

## RATES OF PAY

### Section IX

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

2. For all other apprentices, remuneration shall be as outlined in Wage Schedules in the collective agreement.

## MISCELLANEOUS

### Section X

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

## SIGNATORIES

### Section XI

For the Union

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

For the Employer

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

## APPENDIX D

### Changes to the 2012-2014 Collective Agreement

#### 1 - Class Specifications

Article 2.12      **ADD** the following class specifications:

CLERICAL

**DEC Office Assistant**

**Team Leader, Administrative Services**

**Team Leader, Office Systems and Data Management**

MAINTENANCE

**Shipper Receiver**

Article 4.10      **ADD** the following titles:

**Capital Construction Coordinator**

**Manager, Facilities and Demographic Planning**

**Property and Minor Projects Coordinator**

#### 2. WorkSafe B.C.

Article 6.10      CHANGE: Health, Safety and Benefits Officer to **Manager, Health and Safety**

Article 6.23      CHANGE: Health, Safety and Benefits Officer to **Manager, Transportation and Central Stores**

Article 6.421 CHANGE: Health, Safety and Benefits Officer to the **Health and Safety Department**

Article 6.60      CHANGE: Health, Safety and Benefits Officer to **Health and Safety Department**

Article 15.20 CHANGE: WCB leave to **WCB (WorkSafe BC) leave**

#### 3. Video Display Terminals

**DELETE** Article 6.30 and sub-articles

**ADD** to last sentence of the first paragraph, Article 9.40:

Rest periods of not longer than fifteen (15) minutes duration shall be allowed both in the first and second half of each shift. For the purposes of this article, three (3) hours or more shall constitute one-half (1/2) of a shift. The Board and the Union will cooperate in the operation of this provision **recognizing that rest periods provide employees an opportunity to rest and recover from the performance of their normal workplace duties.**

#### 4. Casual Spareboard

**ADD** the following classifications to the Casual Spareboard LOU:

**Culinary Assistant**

**ABA Support Worker (agreement for this classification expires at the end of the collective agreement)**

#### 5. Relieving in an Excluded Position

CHANGE Article 11.23 as follows:

When an employee is directed by the Employer to relieve in a higher-rated excluded position for two (2) or more workdays the employee shall be paid a premium of 10% of their regular rate of pay for all days worked in the higher rated excluded position. Upon completion of the assignment, the employee shall return to their regular position. An employee may relieve in a higher rated excluded position for a continuous period of up to **twelve (12)** months. By mutual agreement between the Employer and the Union, the period of time may be extended beyond **twelve (12)** months.

**Where an employee is relieving in an excluded position that is anticipated to be longer than three consecutive months, or if the employee reaches three consecutive months relieving in an excluded position, the employer will notify the Union.**

While relieving in an excluded position, the employee will continue to be subject to the terms and conditions of this collective agreement. **It is agreed that employees relieving in an excluded position will be restricted from applying further or other disciplinary measures as per Article 7.12.**

Dated this 8th day of October, 2013, in Surrey, B.C.

## 6. Housekeeping

- Article 15.541 One (1) day funeral leave shall be granted for the funeral of a nephew or niece under 19 years of age **without loss of pay.**
- Article 2.12 Change Cafeteria Assistant to **Culinary Assistant**
- Article 2.12 Trades Foreman II **(m/f)**
- Article 2.23 "Regular Employee" shall be defined as an employee who has satisfactorily completed the probationary period of employment defined in ~~Section 3 below~~ ADD **Article 2.31.**
- Article 8.5 ~~Employees shall have the option of retiring the last working day of the month in which they reach age sixty five (65) or at the end of any subsequent month up to the end of the current school year.~~ Notice of retirement must be provided to the Human Resources Department at least two (2) months prior to the intended retirement date.
- ADD Bus Driver LOU to the collective agreement
- Article 2.11 DELETE Bus Drivers, ADD **Bus Drivers** to Maintenance in Article 2.12
- Article 9.23 Full time clerical **and Student Support** employees will work seven and one half (7.5) hours per day, thirty-seven and one half (37.5) hours per week except employees scheduled on the flexible clerical work week.
- Article 9.24 DELETE
- Article 12.41 In order to ensure the assignment of spareboard work in a fair and impartial manner and to provide an efficient method of work assignment for the School District there shall be a system composed of ~~four (4)~~ **five (5)** spareboards. Spareboard assignments are defined as relief and day-to-day work normally undertaken by Spareboard employees to:
- Article 12.441 ADD **Attendant Spareboard – this spareboard shall be used to call out for spareboard assignments those employees generally known as attendants.**

7. **NEW Article 11.91 – Rain Gear Allowance**

**All 12 month employees who work outside on a daily basis will receive a reimbursement of up to \$100 per year upon application and the submission of receipts indicating the purchase of rain gear. Should the position of a 12 month employee entitled to reimbursement for rain gear become temporarily vacant, the employee filling the vacancy may only seek reimbursement if the vacancy exceeds eight (8) months.**

8. **Benefit - Eye Exam**

Eye exam for employees only once every **three (3) years.**

9. **ADD Letter of Understanding – CYCW Postings**

10. **ADD Letter of Understanding –10 Month Vacation Payout**

11. **ADD Letter of Understanding – Janitorial Workload Committee**

12. **ADD Letter of Understanding – Summer Hours**

## **Changes to the 2014-2019 Collective Agreement**

1. **Housekeeping**

Various Articles - Change Custodian and Janitor to **Caretaker** in Collective Agreement

Article 2.55 - Move “An employee shall not be eligible for more than three (3) transfers in any twelve (12) month period without the mutual agreement of the parties.” to new second paragraph in Article 12.21.

Article 2.12 - Add “Outreach Worker” to the Attendant department

Article 2.453 – Change to read:

New positions where funding is of a **temporary nature** will not exceed twelve (12) months **and will be identified on the posting with an end date and a reason for the posting. The employer shall notify the Union prior to the posting of such positions.**

Delete References to Timesheets in Collective Agreement

Article 5.20 - Employees who leave work to attend Union meetings under this provision will report the duration of their absence **to their Supervisor.**

Article 9.734 -Such time worked must be authorized **by the employee’s supervisor.**

Article 10.14 - Where both employee and supervisor agree in advance to time off in lieu of overtime, the employee **may bank the overtime;** and such banked overtime must then be taken as time off and may not later be drawn as a wage premium.

Article 15.11 – **Delete first sentence, second paragraph (“Pay will be granted for sick leave on the employee’s timesheet certificate countersigned by the supervisor.”)**

LOU on Banking Straight Time Hours - where the part-time employee and the supervisor concerned agree in advance to time off in lieu of extra straight time hours, the employee **may bank the extra hours** and will be entitled to the value of those hours in paid time off"

**2. Expedited Arbitration**

Article 7.301 - Remove "Don Munroe" and replace with "**John Kinzie**"

**3. EA LOU**

EA LOU, 12c – Replace second paragraph with:

**On the Thursday of the second week of school, the Human Resources Department will begin calling all eligible EAs, in seniority order. Eligible EAs will be offered all known vacancies at the time.**

**4. Bulletin Board**

Article 4.45 – New article:

**The Union shall be provided with adequate space on staff bulletin boards for the posting of notices pertaining to union business.**

**5. Probation Period**

Article 2.311, 2.312, 2.313, 2314 (first sentence) – Replace with:

Article 2.311 - **Four (4) months from the first day of work and a minimum of 450 hours worked**

Article 2.312 - **Six (6) months from the first day of work and a minimum of 450 hours worked**

Article 2.313 - **Eight (8) months from the first day of work**

Article 2.314 – Delete first sentence.

**6. Bullying and Harassment**

Add "bullying" to Article 8.90, 8.91 and 8.92 to read:

8.90 – Sexual and Personal Harassment **and Bullying**

8.91 – "....sexual and personal harassment **and bullying.**"

8.92 – "Personal harassment **and bullying....**"

7. ADD Letter of Understanding - CCW Entitlement Committee

8. ADD Letter of Understanding - EA LOU

9. ADD Letter of Understanding - Labour Management Committee

The parties agree to create a new Appendix "F" to reflect matters agreed to in the 2012-14 and this round of collective bargaining.

**Changes to the 2019-2022 Collective Agreement**

1. Housekeeping

Various - All reference to he/she in the CA shall be changed to gender neutral

Various - All reference to Teaching & Special Education Assistants in the CA shall be changed to "**Education Assistants**"

Various - All reference to Janitorial Workers shall be changed to **“Caretakers”**

Various - All reference to Foreman shall be changed to **“Foreperson”**

Various - Reference to “Attendant” department changed to **“School and Community Support”** Department

Various – Add subtitles and re-number Article numbers accordingly

Article 2.12 - **ADD** the following class specifications under Clerical:

**Communications Officer**

**Dispatch Office Clerk**

**Front of House Coordinator**

**Senior Business Analyst**

**Team Leader, Fiscal Management Services**

**Team Leader, Learning Resources**

Article 2.52 – Change language as follows:

“Employees in school term positions who wish additional work during periods of school closure (Summer, Spring Break, Christmas) shall indicate their desire for such work by signing up **online**. Such employees must be qualified to perform the available work as per Article 12. **The employer will make known which computer(s) in each school support staff can use.**”

Article 4.10 – Bargaining Agency. Add the following titles:

**Assistant Manager, Community Schools Partnership**

**Associate Manager, Human Resources**

**Associate Manager, International Education**

**Associate Manager, District Theatre**

**Director, Capital Projects Office**

**Director, Labour Relations**

**Director, School and Community Connections**

**Manager, Administrative Services**

**Manager, Community Schools Partnership**

**Manager, Data and Research**

**Manager, Electrical Maintenance**

**Manager, Learning Resources**

**Manager, Welcome Centre**

Article 7.301 – Add **“Corinn Bell”**

Remove second sentence of Article 14.12 and create as new Article 14.121 for easier reference.

Article 14.2091 and 14.2092– Change language as follows:

Requests are made in writing to the employee's supervisor prior to January 15 in the year prior to the vacation year in which the requested vacation is to be taken. By February 15 the ~~Human Resources Department~~ **Supervisor** will advise each employee whether the employee's requested vacation is confirmed.

**Delete Article 14.2092**

Article 14.12 - add **“Family Day”**. Change Reigning Sovereign’s Birthday to **“Victoria Day.”**

**Delete Article 18.41**

**CYCW LOU – Update with current LOU and add title “Child and Youth Care Postings”**

2. Article 6.40 - Designated First Aid Allowance, change amount to:  
Level 1 to **\$32.50**  
Level 2 to **\$125**  
(effective July 1, 2020)
3. New Article 8.120 – **Fair and Equitable Treatment..** Change from LOU #2 – Letter of Intent to its own article
4. New Article 9.90 – **Shift Trades in Maintenance..** Change from LOU #3 to it’s own article.
5. Article 10.14 – Banked Overtime. Change language as follows:

Periods of less than one-half (1/2) hour overtime may not be banked or carried forward, and an employee will be limited to a maximum banked amount of time off equal to **six (6)** days pay.

Where time off is taken in lieu of overtime, such time off will be taken at the equivalent straight time of the rate earned when the overtime was worked. The time off will be taken at a mutually acceptable time which is convenient to the needs of the department; and the employees will file a request with their supervisor to take such time off at least two (2) weeks before the time off is desired. Under normal circumstances, all banked overtime shall be cleared off by June 30<sup>th</sup> **for 10 month employees and August 31<sup>st</sup> for 12 month employees**, and any banked overtime to an employee's credit before the employee returns to work from vacation. However, should it not be possible to schedule the time off by June 30<sup>th</sup> **for 10 month employees and August 31<sup>st</sup> for 12 month employees**, the employee will receive the equivalent wage premium in lieu.

6. New Article 11.89 - **“Medical gloves as needed”**
7. New Article 11.92 – **Training Premium:**  
  
**A premium of two dollars (\$2.00) per hour shall be paid to regular maintenance employees with special certification(s) or endorsement(s) approved by the employer and who are assigned to deliver certification training sessions including snow removal equipment, lift training and forklift training.**
8. Article 15.74 – Change language as follows:  
Employees returning to work from maternity/parental leave shall return to their former assignment if such leave is **equal to or less than the Employment Standards Act maximum leave for maternity/parental leave** and shall return to the spareboard or another comparable assignment if such leave is greater **than the Employment Standards Act maximum leave for maternity/parental leave.**
9. New Article 15.80 - **“Domestic or sexual violence leave of absence shall be provided in accordance with the BC Employment Standards Act.”**
10. New Article 19.10 – **“2019 Local Bargaining Monies Allocation”:**

The parties agree to allocate the local bargaining monies of \$942,000 as follows:

- a) Support Staff Pro-D day in May (LOU #4) - \$20,000
- b) First Aid allowance (Article 6.40) - \$30,000
- c) Training premium (Article 11.xx) - \$1,496.50
- d) Training and development – \$100,000

e) Education Assistant hours - \$791,000

The above is effective July 1, 2020.

11. Add LOU – High Dusting
12. Add LOU – Caretaker Call out
13. Add LOU – Stat Holiday Pay for Part-time Employees
14. Update LOU#4 – EA Assignments, Postings, Bumping and Layoffs
15. Update LOU#9 – Online Posting System
16. Update LOU#10 – Part Time employees required to work beyond the normal scheduled hours
17. Include list of LOUs outside of the collective agreement

# APPENDIX E

## 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.

### 1. Term

July 1, 2019 to June 30, 2022

### 2. Wages Increases

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

### 3. Local Bargaining

Provide funding to the local support staff tables for service enhancements that are beneficial to students and as otherwise consistent with the 2019 Sustainable Services Negotiating Mandate in the amount of:

Year	Amount
2019/2020	\$0
2020/2021	\$7,000,000
2021/2022	\$7,000,000

The \$7 million is an ongoing annual amount.

This money will be prorated according to student FTE providing that each district receives a minimum of \$15,000 annually.

#### 4. Benefits

Provide annual ongoing funding to explore and implement enhancements to the Standardized Extended Health Plan including consideration of an addiction treatment support program as below:

Year	Amount
2019/2020	\$1,000,000
2020/2021	\$3,000,000
2021/2022	\$3,000,000

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the support staff unions.

Any residual from the 2019-2022 for benefits standardization will be allocated to training initiatives under the Support Staff Education Committee.

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEBT and utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost consideration, and relapse response.

- a. 2010-2012 FLOU – remaining balance of \$477,379
- b. Work Force Adjustment – remaining balance of \$646,724

#### 5. Safety in the Workplace

The Parties agree that, in accordance with WorkSafe BC regulations, safety in the workplace is an employee right and is paramount. The Parties commit to providing a healthy and safe working environment which includes procedures to eliminate or minimize the risk of workplace violence. The Parties will work collaboratively to support local districts and unions to comply with all WorkSafe BC requirements.

Information relating to refusing unsafe work, and workers' rights and responsibilities, and employer responsibilities, as provided by WorkSafeBC is attached to this PFA for information purposes.

The Parties will establish a Joint Health and Safety Taskforce of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. Each Party will consider the appointment of subject matter experts in occupational health and safety, and special education.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

The work of this joint taskforce will be completed by January 1, 2020 and will include:

- Developing a joint communication to school districts and local unions on the obligation to report and investigate incidents including incidents of workplace violence.

- Reviewing and developing a Joint Health and Safety Evaluation Tool for the K-12 sector to ensure compliance with WorkSafe BC regulations.
- Identifying and developing appropriate training. This may include use of the evaluation tool, non-violent crisis intervention, ABA, incident reporting and investigations, and employee rights and responsibilities under WorkSafe BC regulations including the right to refuse unsafe work. Training implementation will fall under the mandate of the SSEC.

Utilizing the developed Health and Safety Evaluation Tool for K-12 sector, a joint evaluation shall be performed by a union member appointed by the local union and a representative appointed by the employer. This evaluation shall be on paid time (up to a maximum of three and a half (3.5) hours) and to be completed by March 31, 2021. The union agrees to cover any other costs incurred for the union member.

Copies of completed evaluations shall be provided to local presidents and employers as outlined on the evaluation tool.

The parties agree to commence the work of this taskforce upon approval of the Provincial Framework Agreement by both parties prior to the commencement of this PFA. Costs associated with this committee will be provided from existing SSEAC funds. These funds will be reimbursed with the funds provided under Section 9 Committee Funding.

## **6. Support Staff Education Committee (SSEC)**

Structure:

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

Mandate:

The mandate of the committee is to manage the distribution of education funds for the following:

- a. Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b. Developing and delivering education opportunities to enhance service delivery to students;
- c. Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d. Skills enhancement for support staff

e. EA curriculum module development and delivery

f. These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations

#### Terms of Reference:

The SSEC shall develop, not later than December 31, 2019, terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Parties.

#### Funding:

There will be a total of \$1 million of annual funding allocated for the purposes set out above commencing July 1, 2019 for the term of this agreement.

### **7. Job Evaluation (JE) Committee**

The Parties will continue and conclude the work of the provincial job evaluation steering committee (the JE Committee) during the term of this Framework Agreement. The objectives of the JE Committee for phase two are as follows:

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

It is recognized that the work of the committee is potentially lengthy and onerous. To accomplish the objectives expeditiously the Parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) on a fulltime basis if necessary to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined below is appropriate.

The committee, together with consultant(s) if required, will develop a method to convert points into pay bands. The confirmed method must be supported by current compensation best practices.

The disbursement of available JE funds shall commence by January 2, 2020 or as mutually agreed.

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time has been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

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

The parties confirm that the \$900,000 of ongoing annual funds established under the 2014-2019 Provincial Framework Agreement will be used to implement the Job Evaluation Plan. An additional \$3 million of ongoing annual funds will commence on July 1, 2021.

## **8. Provincial Labour Management Committee (PLMC)**

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

The PLMC shall not discuss specific grievances or have the power to bind either Party to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either Party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **9. Committee Funding**

There will be a total of \$100,000 of annual funding allocated for the purposes of the Support Staff Education Committee and the Provincial Labour Management Committee. There will be a one-time \$50,000 allocation for the purposes of the Joint Health and Safety Taskforce.

## **10. Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE)**

The Parties commit to a Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE) with the following objectives:

- a. Gathering data of existing support staff recruitment and retention challenges and projected demand in the sector

- b. Gathering data of existing offerings for applicable post-secondary programs, vocational programs and identify potential gaps in program offerings to meet projected demands
- c. Partnering with post-secondary schools and vocational training providers to promote support staff positions in school districts
- d. Marketing the support staff opportunities within the sector (eg. Make a Future)
- e. Targeted support for hard to fill positions

The representatives of the PLMC will mutually select a consultant to perform the work of the initiative. The consultant will report to the PLMC on key milestones and as otherwise requested. During the term of the agreement \$300,000 will be allocated for the purposes set out above.

### **11. Early Care and Learning Plan**

In support of the Province's Early Care and Learning (ECL) Plan, the parties will pursue collaborative opportunities for the K-12 sector to support effective transitions for care and learning from the early years to kindergarten e.g. before and after school care.

### **12. Unpaid Work**

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

### **13. Employee Family Assistance Program (EFAP) services and the PEBT**

The Parties request that the PEBT Board undertake a review to assess the administering of all support staff Employee Family Assistance Program (EFAP) plans.

### **14. Demographic, Classification and Wage Information**

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.

### **15. Public Education Benefits Trust**

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement On Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEPT.

## **16. Employee Support Grant (ESG)**

The Parties 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 a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

## **17. Adoption of Provincial Framework Agreement (PFA)**

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties no later than November 30, 2019.

## **18. Funding**

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

## **19. Provincial Bargaining**

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. \$200,000 will be allocated as of July 1, 2020.

Dated this \_\_12th\_\_ day of July, 2018.

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

### **K-12 Presidents' Council and Support Staff Unions**

Warren Williams (Local 15 - Metro)  
Tracey Mathieson  
Rob Hewitt  
Leslie Franklin (Local 703 - Fraser Valley)  
Nicole Edmondson (Local 3500 - Okanagan)  
Paul Simpson (Local 379 - Metro)  
Marcey Campbell ( Local 728 - Metro)  
Sylvia Lindgren (Local 523 - Okanagan)  
Rolanda Lavallee (Local 2145 – North)  
Len Hanson. (Local 2298 – North)  
Joanne (Jody) Welch. (Local 401- North Island)  
Fred Schmidt (Local 382 - South Island)  
Jane Massy (Local 947 - South Island)  
Michelle Bennett ( Local 748 – Kootneys)  
Brent Boyd. (Local 407 - Metro)  
Patti Price (Local 1091 – Metro)  
Rod Isaac (Local 411 - Fraser Valley)  
Marcel Marsolais ( Local 409 – Metro)  
Anne Purvis (Local 440 – Kootneys)  
Rob Zver ( Local 606- North Island)

### **BC Public School Employers' Association & Boards of Education**

Leanne Bowes, BCPSEA  
Renzo del Negro, BCPSEA  
Tammy Sowinski, OLRG  
Kyle Uno, SD36 Surrey  
Robert Weston, SD40 New Westminster  
Jason Reid, SD63 Saanich  
Marcy VanKoughnett, SD20 Kootenay-Columbia  
Alan Chell, BCPSEA Board of Directors  
Ken Dawson, PSEC  
Elisha Tran (Minute Taker)

Bruce Scott ( WVMEA)  
Tim DeVivo. ( IUOE Local 963)  
Corey Thomas  
Loree Wilcox  
Corinne Iwata (minute taker)

Appendix A

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

**Re: Employee Support Grant (ESG) after June 30, 2019**

This Employee Support Grant (ESG) establishes a process under which employees covered by collective agreements between Boards of Education and the Unions shall 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, 2019.

1. The ESG will be available provided that:

- a. A board and local union have a collective agreement which has been ratified by both parties no later than November 30, 2019 and,
- b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.

2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.

3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:

- a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.

- b. The residual 25% of the employees’ base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.

4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.

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

6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on \_\_\_\_\_ by:

\_\_\_\_\_  
BCPSEA  
Leanne Bowes

\_\_\_\_\_  
K-12 Presidents' Council  
Warren Williams

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

**Re: Public Sector General Wage Increases**

1. If a public sector employer as defined in s. 1 of the Public Sector Employers Act enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Provincial Framework Agreement will be adjusted on the third anniversary of the 2019-2022 Provincial Framework Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Agreement will be effective during the term of the 2019-2022 Provincial Framework Agreement.

This information is provided for reference only and is current as of the date of drafting. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.

## Refusing unsafe work

Workers have the right to refuse unsafe work. If you have reasonable cause to believe that performing a job or task puts you or someone else at risk, you must not perform the job or task. You must immediately notify your supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation.

As an employer, workers are your eyes and ears on the front line of workplace health and safety. When workers refuse work because they believe it's unsafe, consider it an opportunity to investigate and correct a situation that could have caused harm.

If a worker refuses work because it's unsafe, workplace procedures will allow the issue to be properly understood and corrected. As a worker, you have the right to refuse to perform a specific job or task you believe is unsafe without being disciplined by your employer. Your employer or supervisor may temporarily assign a new task to you, at no loss in pay.

### Steps to follow when work might be unsafe:

#### 1. Report the unsafe condition or procedure

As a worker, you must immediately report the unsafe condition to a supervisor or employer.

As a supervisor or employer, you must investigate the matter and fix it if possible. If you decide the worker's concern is not valid, report back to the worker.

#### 2. If a worker still views work as unsafe after a supervisor or employer has said it is safe to perform a job or task

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed. This investigation must take place in the presence of the worker and a worker representative of the joint health and safety committee or a worker chosen by the worker's trade union. If there is no safety committee or representing trade union at the workplace, the worker who first reported the unsafe condition can choose to have another worker present at the investigation.

#### 3. If a worker still views work as unsafe, notify WorkSafeBC

If the matter is not resolved, the worker and the supervisor or employer must [contact WorkSafeBC](http://www.worksafebc.com). A prevention officer will then investigate and take steps to find a workable solution.  
<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=s&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23q%3Dunsafe%2520work%26sort%3Drelevancy%26f%3Alanguage-facet%3D%5BEnglish%5D>

Note: WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.

## Worker Rights and Responsibilities:

On a worksite, everyone has varying levels of responsibility for workplace health and safety. You should know and understand your responsibilities — and those of others. If you're a worker, you also have three key rights.

### Your rights

- The right to know about hazards in the workplace
- The right to participate in health and safety activities in the workplace
- The [right to refuse unsafe work](#) without getting punished or fired

### Your responsibilities

As a worker, you play an important role in making sure you — and your fellow workers — stay healthy and safe on the job. As a worker, you must:

- Be alert to hazards. Report them immediately to your supervisor or employer.
- Follow safe work procedures and act safely in the workplace at all times.
- Use the protective clothing, devices, and equipment provided. Be sure to wear them properly.
- Co-operate with [joint occupational health and safety committees](#), worker health and safety representatives, WorkSafeBC prevention officers, and anybody with health and safety duties.
- Get treatment quickly should an injury happen on the job and tell the health care provider that the injury is work-related.
- Follow the treatment advice of health care providers.
- Return to work safely after an injury by modifying your duties and not immediately starting with your full, regular responsibilities.
- Never work under the influence of alcohol, drugs or any other substance, or if you're overly tired.

## Employer Responsibilities:

Whether a business is large or small, the law requires that it be a safe and healthy place to work. If you are an employer, it is your responsibility to ensure a healthy and safe workplace.

### Your responsibilities

- Establish a valid occupational [health and safety program](#).
- [Train](#) your employees to do their work safely and provide proper supervision.
- Provide [supervisors](#) with the necessary support and training to carry out health and safety responsibilities.
- Ensure adequate [first aid](#) equipment, supplies, and trained attendants are on site to handle injuries.

- Regularly **inspect** your workplace to make sure everything is working properly.
- Fix problems reported by workers.
- Transport injured workers to the nearest location for medical treatment.
- Report all injuries to WorkSafeBC that required medical attention.
- Investigate incidents where workers are injured or equipment is damaged.
- Submit the necessary forms to WorkSafeBC.

## Supervisor Responsibilities:

Supervisors play a key role with very specific health and safety responsibilities that need to be understood.

A supervisor is a person who instructs, directs, and controls workers in the performance of their duties. A supervisor can be any worker — management or staff — who meets this definition, whether or not he or she has the supervisor title. If someone in the workplace has a supervisor's responsibilities, that person is responsible for worker health and safety.

## Your responsibilities

- Ensure the health and safety of all workers under your direct supervision.
- Know the WorkSafeBC requirements that apply to the work under your supervision and make sure those requirements are met.
- Ensure workers under your supervision are aware of all known hazards.
- Ensure workers under your supervision have the appropriate **personal protective equipment**, which is being used properly, regularly inspected, and maintained.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities>

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