

This Agreement made this first day of **July 2006**.

BETWEEN:

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

PARTY OF THE FIRST PART.

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1851
(Hereinafter called the "Union")

PARTY OF THE SECOND PART.

ARTICLE 1- PREAMBLE

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

- a. To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- b. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c. To encourage efficiency in operation.
- d. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2- DEFINITIONS

- a. "Employee" shall mean a person who is an "Employee" as defined in the Labour Relations Code as designated on the Certificate issued November 6, 1952 and varied May 8, 1981, save and except:

Accountant-Compliance and Internal Control
Assistant Director of Grounds/Transportation

Assistant Director of Physical Plant Operations and Maintenance
Budget Officer
Business Manager
Community School Coordinator
Coordinator-Apex Program
Director of Facilities
Director – Information Systems
Director-ISP
Executive Assistant to Assistant Superintendent
Executive Assistant to Assistant Superintendent of Human Resources
Executive Assistant to the Secretary Treasurer
Executive Assistant to the Superintendent
Human Resources Coordinator
Manager, Accounting Services
Manager, Communications
Manager, Custodial Services/Health and Safety
Manager, Building Trades
Manager, Human Resources
Manager, Information Systems
Manager, Marketing
Manager-Purchasing and Logistical Services
Payroll and Benefits Officer
Registration Officer-ISP
Supervisor, Custodial
Supervisor, Technical Services

and those excluded by the Labour Relations Board

- b. "Probationary Employees" shall mean a person serving an initial trial period of forty-five (45) days of work, from date of hire, to determine suitability for employment as a "Regular Employee".
- c. "Regular Employee" shall mean an employee, full or part-time, who has successfully completed the probationary period and who is employed on a regular basis.
- d. "Regular and Probationary Employees" shall be entitled to all benefits as provided by the Collective Agreement, from initial date of hire.
- e. i. "Substitute Employees" are those persons other than probationary, regular or regular part-time employees:
 - not having been appointed to posted positions but required to cover day-to-day casual employment at the rate of pay applicable to the position, for those employees absent due to sickness or authorized leave of absence or vacation.
 - who are employed on a time duration basis to augment the regular staff, or,

- who are employed on a time duration basis on a special project of limited duration not exceeding ten calendar months, unless this time period is extended by mutual consent of both parties in writing.

Substitute employees shall pay Union dues in any month in which more than three shifts are worked.

- ii. Substitute employees are not entitled to employee benefits but shall be paid an additional twelve (12) percent over and above their rate in lieu of benefits including vacation pay and statutory holiday pay.
 - iii. Substitute employees assigned to a temporary position where it is known at the start of the work that the work will continue beyond three (3) calendar months shall have the option of electing to receive employee benefits for the duration of the assignment in lieu of the twelve (12) percent referred to in (ii.) above. This option shall be available at the start of the assignment and once elected shall apply for the duration of the assignment.
- f. "New Construction Employee" is an employee who is employed to work only on new construction projects. Such employees shall receive wages, working conditions and fringe benefits as provided by the appropriate agreements of the trade unions in the Building Trades applicable to the Greater Vancouver area. They shall not be entitled to any of the benefits of this Agreement. Regular School Board employees shall be entitled to the benefits provided by this Agreement in lieu of the working conditions and fringe benefits stated above.

New construction is defined as construction of buildings financed by funds approved for capital projects.

- g. "Early Retirement" shall mean the first (1st) day of any month following completion of fifteen (15) years of continuous service and the attainment of age fifty-five (55) with the consent of the Employer. The Employer shall not withhold consent unreasonably.
- h. "Normal Retirement" shall mean the first day of the month following attainment of age sixty-five (65) or the July 1st next following at the employee's option.

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

- i. "Spouse"

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

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

- Article 17(e) - Bereavement Leave
- Article 17(h) - Maternity/Adoption Leave

- Article 17(i) - Parental Leave
- Article 17(k) - Adoption Leave
- Article 17(l) - Paternity Leave
- Article 17(m) - Emergency Family Illness Leave
- Article 20(b) - Health Insurance Benefits

ARTICLE 3- RECOGNITION AND NEGOTIATIONS

a. Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 1851 as the sole and exclusive collective bargaining agent for all employees and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

b. Work of the Bargaining Unit

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

The Union agrees that the Manager, Custodial/Transportation may perform any service required to sustain the continuity of production of the shops department, provided however, that such service shall not decrease the pay or hours of work of any employee bound by this Agreement.

c. No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or the Employer's representative which may conflict with the terms of this Collective Agreement.

d. Representative of the Union

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

ARTICLE 4- MANAGEMENT RIGHTS

The Union recognizes that it is the function of the Employer, to exercise the regular and customary function of management and to direct the working forces of the Employer, (provided that this will not be used for the purpose of discrimination against employees and subject to the terms of this Agreement). The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure. For the satisfactory and more efficient operation of the Employer's business, the parties to this Agreement recognize the following Departments: Custodial, Maintenance,

Transportation, Information Systems and Stores-Warehouse. Additional Departments may be added as needed.

ARTICLE 5- UNION SECURITY

- a. Acceptance of employment by an applicant shall constitute acceptance by that applicant of all terms and conditions of this Collective Agreement.
- b. The Employer agrees to notify the Union, in writing within 5 working days, when an employee covered by this Agreement, is hired, promoted, demoted, transferred, laid-off, recalled, resigns, is suspended, or is terminated.
- c. On the date of hire, employees shall be required to sign the recognized Union forms for membership application and dues deduction.
- d. All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing of the Union.

ARTICLE 6- CHECK -OFF OF UNION DUES

The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employee such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the tenth (10th) day of the following month. If the remittance cannot be made by the tenth (10th) the Union Treasurer will be notified.

ARTICLE 7- LABOUR MANAGEMENT RELATIONS

a. Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

b. Labour/Management Committee

A Labour/Management Committee shall be appointed and consist of not more than five (5) representatives of the Employer, as appointees of the Employer, and not more than five (5) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

c. Function of Labour/Management Committee

All matters of mutual concern pertaining to performance of work, Operational Problems, rates of pay, hours of work and other working conditions shall be referred to the Labour/Management Committee for discussion and recommendation for settlement. The Labour/Management Committee cannot change any article of the present Agreement, but may recommend a Letter of Understanding to the parties. The Parties agree to exchange any information relating to the matter under discussion, provided always that such information is not confidential, and either party has the legal right to disseminate same.

d. Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

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

e. Meeting of Committee

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held no later than six (6) calendar days after the request has been given. Should it become necessary such specified time may be extended by mutual consent of the parties.

f. Chairman of Committee

A representative of the Employer and a representative of the Union shall be designated as Joint Chairpersons and they shall alternate in presiding over meetings.

g. Time Off for Meeting

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

The Local president or designate shall have the privilege to attend Board meetings held within their normal working hours without loss of remuneration.

ARTICLE 8- GRIEVANCE PROCEDURE AND ARBITRATION

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing dismissal or

suspension of any employee bound by this Agreement, and including any question as to whether any matter is arbitrable, there should be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner:

- a. The grievance shall be submitted in writing to the supervisor/administrative officer concerned with a copy to the Assistant Superintendent, Human Resources/Labour Relations Officer and to the Superintendent of Schools, within ten (10) working days of the difference arising and shall state that the matter is a Grievance in accordance with this Article.
- b. If the matter is not settled within seven (7) working days of submission of the written grievance to the supervisor/administrative officer, the matter shall be referred in writing within a further seven (7) working days to the Senior Board Official directly responsible, with a copy to the Assistant Superintendent, Human Resources/Labour Relations Officer and the Superintendent of Schools.
- c. If the matter is not settled within seven (7) working days of being referred to the Senior Board Official directly responsible, the matter shall within a further seven (7) working days be referred in writing to the Grievance Committees of the Employer and the Union.
- d. The grievance shall be discussed between the Grievance Committee of the Employer, the aggrieved employee and the Grievance Committee of the Union. Failing settlement within fourteen (14) days of the matter having been referred to this stage, that matter shall within a further fourteen (14) working days by mutual written agreement be referred to step (e) or shall be referred in writing to step (f).
- e. **Expedited Arbitration**
 - i) All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
 - ii) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code.
 - iii) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
 - iv) The decision of the arbitrator is to be mailed to the Parties within ten (10) working days of the hearing. The decision shall include a brief written explanation of the basis for the conclusion.
 - v) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.
 - vi) All settlement of proposed expedited arbitration cases made prior to the hearing shall be without prejudice and shall not be referred to by either Party in any subsequent proceeding.
 - vii) The parties shall equally share the costs of the fees and expenses of the expedited arbitrator.

viii) The expedited arbitrators who shall act _____ as sole arbitrators shall be either
_____ or _____.

- ix) It is understood that the Parties shall not appeal a decision of an expedited arbitrator. A decision of an expedited arbitrator is final and binding on the Parties.
- x) The expedited arbitrator will ensure a fair hearing and ensure that all necessary parts and considerations are brought forward by the representatives of the Parties.
- xi) If the expedited arbitrator or the Parties mutually conclude at the hearing that the issues indicate a complexity or significance not previously apparent so as to require further consideration by the Parties, the case shall be referred back to the Parties for reconsideration and the regular arbitration process.
- xii) The expedited arbitrator shall have the same powers and authority as an Arbitration Board established under Section (f) of this Article.

- f. An Arbitration Board shall be formed to hear the grievance. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairman. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia appoint a Chairman. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.
- g. Within fourteen (14) days following the establishment of the Arbitration Board, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement.
- h. In the event the Arbitration Board finds that an employee has been dismissed or suspended for other than proper cause, the Arbitration Board may direct the Employer to reinstate the employee without loss of seniority, and pay to the employee a sum equal to his/her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Arbitration Board is fair and reasonable, or to make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.
- i. Wherever a stipulated time is mentioned in this Article, the said time may be extended by mutual written consent of the parties.

ARTICLE 9- SENIORITY

a. Seniority Defined

Seniority shall operate on a bargaining unit wide basis, commensurate with the employees original date of hire.

b. Seniority List

The Employer shall maintain a seniority list showing the commencement date of each employee's service. An up-to-date seniority list shall be sent to the Union annually, including one to each school, to be posted by the custodian in his work area when received, during the month of March each year.

c. Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of forty-five (45) days of work from date of hiring. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

d. Loss of Seniority

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

An employee shall only lose his seniority in the event:

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

e. Transfers Outside Bargaining Unit

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

f. Substitute Employees

A substitute employee who has completed a probationary period of 45 working days or 360 hours shall have seniority effective from the original date of hire.

A probationary substitute employee shall be paid at the regular rate for the position plus 4% vacation pay. Upon successful completion of the probationary period, the substitute employee will

receive their regular rate of pay plus 12% in lieu of benefits including vacation and statutory holiday pay.

Substitute employees will be called out in order of seniority. The Union and the Board agree that the call out of probationary substitute employees will be accommodated to allow assignments in blocks of time for the purpose of evaluation.

Should no work be available for substitute employees no layoff notice is required.

ARTICLE 10- ADVERSE REPORTS

a. Adverse Reports

Wherever the work conduct or the work standard of an employee is of such a nature to warrant disciplinary action, a warning of disciplinary action or adverse report, the Board shall notify the employee of its dissatisfaction in writing within five (5) days with a copy to the Union. The employee's written reply, if any, shall become part of his record. An adverse report of an employee shall not be used against the employee after twelve (12) months following a suspension or disciplinary action providing that no further disciplinary action has been recorded during this period. Providing that no further disciplinary action has been recorded in this period the adverse report shall be removed from the employee's file after eighteen (18) months.

b. Access to Personnel File

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

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

c. Right to Representation

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

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

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

ARTICLE 11- PROMOTIONS AND STAFF CHANGES

a. Job Postings

- i. When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing, and post a notice of such vacancy or new position on the bulletin boards provided in Article 25 (b), within seven (7) days, unless a reasonable explanation is supplied to the Union, in order that all employees will know about the vacancy or new position to be able to make written application for same. Such posting shall be for a period of seven (7) days. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.
- ii. Should the criteria for a vacancy as posted, be amended, the original notice shall be cancelled and a new notice posted.
- iii. Applicants and the Union shall be notified of the successful applicant's name within five (5) days of the Board's decision.
- iv. During the summer break, the Board will maintain a taped telephone message system which will provide current posting information and will mail out all postings to any interested members who fill out a request form.

b. Information in Postings

Such notice shall contain the following information: date of issue, nature of position, qualifications, required knowledge and education, skills, shift, hours of work, location, wage or salary rate or range and that the position is open to male and female applicants.

A copy of all current Job Descriptions will be available at all District sites and facilities.

c. Promotions and Transfers

That in making promotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration and where two or more employees are qualified to fill the position, seniority with the Employer shall be the determining factor.

d. Temporary Vacancy

Temporary vacancies of less than three (3) months shall first be filled by persons within that school or site who possess the required knowledge, abilities and skills for the position as outlined within the class specification. Where two or more employees are qualified to fill the position, seniority shall be the determining factor. A substitute shall fill the resulting vacancy.

Temporary vacancies of three months or longer shall be posted as per Article 11 [c]. The resulting vacancy shall be filled first by the persons within that school or site who possess the required knowledge, abilities and skills for the position as outlined within the class specification. Where two or more employees are qualified to fill the position, seniority shall be the determining factor. A substitute employee shall fill the resulting vacancy.

At the completion of the term assignments, employees will return to their original posted positions.

e. Trial Period

- i. The successful applicant shall be placed on trial for a period of thirty (30) days of work. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) days of work. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and previous wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and previous wage or salary. The thirty (30) working day trial period may be extended by mutual agreement of the Employer and the Union.
- ii. Employees shall receive a copy of their probationary report.
- iii. Class specifications shall be issued to employees upon promotion or transfer to a position having a different class specification.
- iv. Employees posting into a lateral transfer shall serve a fifteen (15) day trial period, and retain a thirty (30) day period to return to their former position.

ARTICLE 12- LAYOFFS AND RECALLS

a. Layoff

In the event of a layoff, employees shall be laid off in the reverse order of their seniority. An employee served layoff notice shall be given the opportunity to displace an employee with less accumulated seniority in the same or lower classification provided the employee has the necessary qualification and ability. The employee shall also be given the opportunity to apply for any higher classifications which are occupied by an employee with lesser accumulated seniority. Once an application has been received, the Employer shall interview the employee to evaluate the employee's ability and qualifications for the position as compared to the incumbents. The required knowledge, ability and skills for the position shall be the primary consideration and where both employees are qualified to fill the position, seniority with the employee shall be the determining factor.

For the purpose of this Article, a layoff shall, at the employee's option, also be deemed to occur when the hours of work of an employee working a minimum of fifteen (15) hours per week are reduced by twenty (20) percent or five (5) or more hours per week, whichever is less. This will also include the total cumulative reduction of hours per week to an individual employee's position at one location over the previous five (5) years.

An employee who wishes to displace an employee with less accumulated seniority should notify the Employer as soon as possible and in any event must notify the Employer within seven (7) days of receipt of layoff notice for employees with five (5) or less years of seniority. Employees with greater than five (5) years of seniority shall give such notice within fourteen (14) days.

Employees who have not successfully bumped into a position within three (3) months of notification, shall be allowed to revise and update their original list of choices.

b. Layoff Notice

The Employer shall notify regular employees with less than six (6) years of continuous service ten (10) working days prior to the date layoff is to be effective. An employee with six (6) or more years of service shall receive twenty (20) working days notice prior to the date layoff is to be effective. If the employee to be laid off has not had the opportunity to work ten (10) or twenty (20) full days after notice of layoff, the employee shall be paid in lieu of work that portion of ten (10) or twenty (20) days during which work was not made available. For the purpose of this section when weather conditions, or emergency situations make regular work impractical or impossible the provisions of this section shall be set aside.

c. Recall from Layoff

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

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

d. Severance Pay

- i. A regular employee who has one or more years of seniority and who is laid off under this Article may elect either to receive severance pay or to have his/her name placed on a recall list for a period of up to one year. The employee may elect to receive severance pay at any time during the first year following notification of layoff.
- ii. An employee on temporary layoff and not recalled before loss of recall rights in accordance with Article 9, Section d(iv), shall automatically be paid severance pay within one (1) week of loss of recall rights.
- iii. Severance pay shall be calculated at the rate of five (5) percent of one year's salary for each year of full-time equivalent seniority, or portion thereof, to a maximum of one (1) year's salary. Salary shall be based on the current calendar year's annual salary at time of layoff. Annual salary is defined as the amount the employee earned to the layoff date and the amount which would have been earned had the employee remained in the position occupied at the time of layoff, based upon the straight time hourly rate, weekly hours of work and number of weeks worked per year.
- iv. An employee who chooses not to exercise bumping rights, where such bumping rights are available, shall be deemed to have voluntarily terminated his/her employment. This shall not affect an employee's right to receive sick leave payout if the employee otherwise meets all requirements of Article 16 (h) of this Agreement. Should the original position from which this employee is forced to bump become vacant, that employee shall be given first opportunity to fill that position.

- v. It is not the intent of this Article that school term employees will be entitled to receive severance pay as a result of normal school closures.
- vi. An employee who has received severance pay and is subsequently rehired by the Board shall retain any payment under the terms of this Article, but the calculation for future years of service shall commence with the date of rehiring.
- vii. An employee who accepts severance pay under this Article shall have no further right to recall of employment.

ARTICLE 13- HOURS OF WORK

a. Hours of Work Defined

- i. The standard working day shall consist of eight (8) hours. The work day for Maintenance employees shall be completed eight and one-half (8 1/2) hours of commencing same.
- ii. The standard working week shall consist of five (5) shifts of eight (8) hours each.
- iii. Each employee shall have two (2) days off each calendar week. Such days off shall be scheduled consecutively and may be in consecutive weeks. Such days off shall be considered as the employees Saturday and Sunday.
- iv. The days shall commence at 12:01 a.m. and end at 12:00 midnight the same day.
- v. The week shall commence at 12:01 a.m. Saturday and end the following Friday night at 12 midnight.
- vi. A shift, commencing on one day and extending into the next day, shall be considered work performed on the day the shift commenced.
- vii. In the event of staggered class timetables, night school classes and extra-curricular activities, etc., it is agreed that the matter of extra hours of work and additional compensation for the Custodian will be discussed as per Article 13, Subsection (b).
- viii. Employees working an afternoon or graveyard shift, shall be allowed one-half (1/2) hour lunch period during their working shift for which there shall be no deduction from wages. On graveyard shift 12:01 a.m. to 7:30 a.m. an employee would work a seven (7) hour shift and be paid for eight (8) hours.
- ix. Employees shall be paid a shift differential of 5% of the regular hourly rate for each hour of the entire shift if any hours of the shift fall between twelve (12) midnight and seven (7) a.m.
- x. Employees working an eight (8) hour shift shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift.

- xi. It shall be the duty of all employees to report for work on each and every working day at the prescribed hours. Failure of employees to comply with the provisions of this clause, without proper cause, will result in disciplinary action by the Board, provided however, that where an employee is unable to report to work because of sickness he will arrange to notify his immediate supervisor or some other official of the Board by telephone prior to the commencement of the working day, or as soon as possible thereafter.
- xii. Employees returning to work after an absence for any reason, shall notify their Department Head of their intentions not less than six (6) hours prior to the commencement of their regular shift. Failure to comply with the provisions of this clause where a substitute has been hired to temporarily replace the absent employee, may result in the substitute completing the shift and the regular employee waiting until the next regular shift before commencing work.
- xiii. Employees who fail to comply with the provisions of clause (xii) shall lose their pay for the day or days they do not work.
- xiv. It is agreed that during summer vacation, Christmas, and Spring school break, all employees employed will be on a regular day shift, except in those schools where educational programs occur during these periods or in District offices where a day shift is impractical (eg: Milner Education Centre, School Board Office, Maintenance, Conference Centre).

b. Overtime

All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered as overtime, and shall be paid for at two (2) times the regular hourly rate of pay. Overtime shall be worked on voluntary basis.

Employees shall have the option to take overtime in dollars or in time off at the appropriate overtime rate. The present practice for arranging when the time off is to be taken will continue. Any overtime to be taken as time off will be paid out if not taken or scheduled as time off by May 31st of the school year in which it is earned. If the scheduled overtime has not been taken by May 31st of the following year, it will be paid out by June 30th of that school year.

c. Minimum Working Hours

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

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

d. CallOut

A call-out shall mean a request by the Employer to an employee to work any time outside such employee's regularly scheduled working hours and shall receive a minimum of two (2) hours pay at the prevailing overtime rates.

Employees notified prior to the end of their shift to report for work outside the regular shift the following day shall not constitute a call out however, for that day the employee will be paid eight (8) hours pay for seven (7) hours worked. Any hours worked that day beyond seven (7) will be paid at two (2) times the regular hourly rate of pay.

e. Overtime Authorization

All "overtime" must have prior authorization from an official of the Employer before being worked, except in the case of an emergency resulting from inclement weather or other cause. In such cases, the employee shall use his best judgement for the protection of school board property. In such instances, overtime must be reported, at the earliest opportunity, to the employee's immediate supervisor/administrative officer, Director, Facilities Services or the Secretary-Treasurer for approval.

f. Overtime Equalization

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

ARTICLE 14- STATUTORY HOLIDAYS

a. Statutory Holiday Entitlement

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

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

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

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

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

b. Statutory Holidays While Laid Off

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

c. Statutory Holidays While School In Session

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

d. Statutory Holidays on Day Off

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

e. Hours Worked on a Statutory Holiday

All employees who are required to report for work on a Statutory Holiday shall be paid for the hours worked, with a minimum of two (2) hours pay at two (2) times his regular wage rate, for each time the employee is called out, in addition to any compensation that he/she is entitled to for the Statutory Holiday.

ARTICLE 15- ANNUAL VACATIONS

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

a. Vacation Year

For the purpose of this section, the calendar year shall end with the last pay period ending in June of each year and a new calendar year shall commence the following day. Employees will not receive a separate vacation cheque but will receive pay on a continuous basis on their regular pay day.

b. Vacation Entitlement

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

Employees anticipating a requirement for an extension to their total vacation entitlement, due to exceptional circumstances, in the next vacation year are entitled to carry over two (2) weeks of their current vacation entitlement. This carry-over should be applied for at the same time as the request for annual vacation and must be taken in the next vacation year. Any changes to the carryover entitlement shall be subject to the approval of the supervisor. The value of the carried week will be pegged to the prevailing contract at the time the week of vacation is taken.

- ii. An employee's vacation entitlement will be in accordance with Article 15 (iii-viii) except where an employee has taken a leave of absence without pay of three months or longer. Employees who have taken a leave of absence totally three (3) months or longer will have their vacation entitlement pro-rated in accordance with the length of their leave.

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

Employees who have been continuously employed for less than a twelve month period, but are on the payroll as of the last pay period ending in June shall be considered to have completed their first calendar year of service.

- iv. Employees, during their second (2nd) year of continuous service, shall earn fifteen (15) working days annual vacation at their regular rate of pay or six (6) percent of their annual gross earnings, whichever is greater.
- v. Employees, during their seventh (7th) year of continuous service, shall earn twenty (20) working days annual vacation at their regular rate of pay or eight (8) percent of their annual gross earning, whichever is greater.

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

Employees who have completed twenty (20) years of continuous service shall be entitled to a further one time only supplementary entitlement of five (5) days vacation to be taken within the next five (5) year period.

The supplementary vacation entitlement upon completion of ten (10) years continuous service is excluded from the five (5) week entitlement referred to in (e) Vacation Preference of this Article.

c. Added Vacation

Where an employee becomes eligible for added vacation in any year, the employee shall be entitled to such added vacation at the time of taking his or her annual vacation.

d. Vacation Schedule

On or before April 30th of each calendar year, employees shall submit their requests for annual vacation _____ 31st
 on forms provided by the Employer, _____ on _____
 and or before May _____ of the same calendar year,
 the Employer shall approve the scheduling of annual vacations for employees.

Where an employee has made arrangements for annual vacation which has been approved by the Employer and subsequently such employee is required by the Employer, due to emergent conditions to change such vacation period, then the employee at the employee's discretion shall be granted one (1) additional week of vacation or vacation pay in addition to the employee's regular entitlement. The employee will also be reimbursed for any cancellation costs which are not covered by insurance, provided that the Employer was advised of these costs prior to confirming the requirement that the employee work and actual cancellation of the vacation plans.

e. Vacation Preference

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

Employees with vacation entitlement of five (5) weeks or more shall be allowed to take up to two (2) weeks vacation anytime during the year, provided that the arrangements are confirmed to the Supervisor at least two (2) months in advance or by mutual consent with less notice.

f. Statutory Holiday During Vacation

When a Statutory Holiday falls or is observed during an employee's annual vacation period, he or she shall be granted an additional days vacation for each Statutory Holiday in addition to his or her regular vacation time.

g. Sick Leave/Bereavement During Vacation

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

ARTICLE 16- SICK LEAVE PROVISIONS

a. Sick Leave Defined

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

b. Sick Leave Accumulation

All employees, upon completion of the probationary period, shall be granted one and one -half (1 1/2) days' sick leave with pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave for his future benefits.

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

c. Sick Leave Advance

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

d. Sick Leave Deductions

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

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

e. Proof of Sickness

An employee may be required to produce a certificate from a qualified medical practitioner for any sickness in excess of three (3) working days, certifying that such employee is unable to carry out his duties due to sickness, or non-compensable accident.

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

f. Sick Leave Records

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

g. Sick Leave Payout

New employees shall not be entitled to gratuity sick leave pay out until one year of service has been completed. An employee shall be entitled to one-third (1/3) of the employee's unused sick leave accumulation for the previous calendar year. This sick leave payout for the year may be taken in cash or time off in lieu, if properly scheduled, at a time which is mutually agreeable, after one full year of employment, the pay-out commencing in the employee's second year or proportion thereof. The rate of pay shall be calculated on the basis of that in effect the previous December 31st and shall be paid before the end of March. The pay-out is calculated on the total number of gratuity days as of December 31st of the previous year. The number of gratuity days shall be calculated to the nearest full day and the total shall be deducted from the total sick leave balance for that year.

h. Retirement/Death Payout

An employee with ten (10) or more years of continuous service shall receive the number of days sick leave to the employee's credit to a maximum of one-hundred (100) days upon retirement or termination of employment by the Employer. The provisions of this clause shall be nullified in the case of dismissal for just cause.

On an employee's death, the number of days sick leave to the employee's credit to a maximum of one-hundred (100) days will be paid to the employee's estate or beneficiary.

ARTICLE 17- LEAVE OF ABSENCE

a. General Leave

The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. In the case of emergency, approval may be sought and granted verbally, and shall be confirmed in writing.

b. Leave for Grievances/Negotiations

Representatives of the Union shall be granted leave with pay when required to leave their employment temporarily with respect to a grievance, provided not more than five (5) employees are absent at any one time, or, for negotiation meetings with the Employer, provided not more than five (5) employees are absent at any one time. The cost of any substitute staff will be paid equally by the Employer and the Union for negotiating meetings.

Members of the Union Negotiating Committee who work afternoon or graveyard shifts and are required to negotiate after twelve (12) noon on normal work days shall be granted leave of absence with pay and a substitute shall be provided for said employees, to a maximum of three (3) employees. The cost of such substitutes shall be paid equally by the Union and the Employer.

c. Leave for Union Duties

i. Short Term

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

ii. Long Term

It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year

and shall be renewed each year on request during the employee's term of office. Such leave of absence shall not affect the employee's seniority.

d. Leave for Public Duties

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

e. Bereavement Leave

Up to five (5) days leave with pay shall be granted where a death or serious illness, where recovery is in doubt, occurs in the immediate family of an employee or an employee's spouse. Immediate family is defined as including parents, grandparents, children, grandchildren, brothers, sisters, step-children, step-parents, sister-in-law and brother-in-law. Up to three (3) additional days may be granted where extensive travel is involved. Request for leave should be made as soon as practicable.

f. Mourner's Leave

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

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

g. Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he received for jury service or court witness. The employee will present proof of service and the amount of pay received.

This leave shall not be granted with pay where an employee is appearing on the employee's own behalf.

h. Maternity/Adoption Leave

i. Upon written request at least four (4) weeks prior to intended date of leave, supported by a certificate from a qualified medical practitioner stating that the employee is pregnant and estimating the probable date of birth or documentation that an employee has commenced adoption proceedings under the provisions of the Adoption Act, an employee shall be granted maternity/adoption leave without pay to a maximum of seventeen (17) consecutive weeks. Seniority shall be accumulated during this seventeen (17) weeks.

- ii. The Employer may require an employee to commence or to remain on maternity leave if the employee is unable to reasonably perform her regular duties as a result of the pregnancy and to continue the leave until the employee is able to perform her regular duties.
- iii. Maternity/Adoption Leave may commence up to eleven (11) weeks immediately before the birth or adoption of a child and shall conclude no later than eighteen weeks immediately following the birth or adoption of a child. Upon receipt of a certificate from a qualified practitioner certifying that the employee is unable to return to work after the expiry of maternity leave due to reasons related to the birth or the termination of the pregnancy, the employee shall be granted up to six (6) additional weeks of leave without pay.
- iv. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of benefits provided under Article 20 a. and b., provided that the employee continues to pay his/her share of the premiums.
- v. The employee, on return from maternity/adoption leave shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- vi. In the case of incomplete pregnancy, death of the child or other special situation, a written request, accompanied by a medical certificate providing clearance for the employee to return early from the leave, may be submitted in which case the Employer will attempt to accommodate the request.

i. Parental Leave

- i) Upon written request at least four (4) weeks prior to the intended date of leave, supported by a certificate from a qualified medical practitioner stating the date or probable date of birth of the employee's child or documentation that an employee has commenced adoption proceedings under the provisions of the Adoption Act, an employee shall be granted parental leave without pay and without loss of seniority to a maximum of thirty-seven (37) consecutive weeks. Seniority shall be accumulated during this thirty-seven (37) week period.
- ii) Additional parental leave of up to five (5) consecutive weeks shall be granted where the new born or adopted child will be at least six months of age at the time the child comes into custody of the mother or father and it is certified by a qualified medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- iii) Leave will commence:
 - a) in the case of a natural mother, or the adopting mother or father, immediately following the end of the maternity-adoption leave taken under Article 17 (h) unless the supervisor/administrative officer and employee agree otherwise, or

- b) in the case of a natural father, following the birth of the child and within the fifty-two week period after the birth date of the new born child.
- iv) The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of benefits provided under Article 20 a. and b., provided that the employee continues to pay the employee's share of the premiums.
- v) The employee, on return from parental leave shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- vi) Where an employee submits a written request at least four (4) weeks prior to the expiry of the parental leave for additional leave, a General Leave to commence immediately upon expiry of the Parental Leave, up to a maximum of six (6) months shall be allowed. The premium cost for benefits during this period of General Leave shall be fully paid by the employee.
- vii) The combined entitlement to leave under Article 17(h) and (i) is limited to fifty -two (52) weeks.

j. Education Leave

Leave of absence without pay shall be granted to an employee, in order to upgrade his education or training so as to improve his employment opportunities for positions within the School District.

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

k. Adoption Leave

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

l. Paternity Leave

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

m. Emergency Family Illness Leave

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

ARTICLE 18- PAYMENT OF WAGES AND ALLOWANCES

a. Pay Days

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

b. Equal Pay for Equal Work

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

c. Part-Time Employees

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

d. Education Allowances

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself to perform his job. Payment shall be made one half (1/2) prior to the start of the course and the remainder on successful completion of the course.

e. Higher Classification

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

f. Level II First Aid Premium

The Employer shall pay an allowance of \$100 per month to an employee who is willing to perform first aid duties, holds a valid Level II First Aid Certificate and is designated by the Employer as an Level II First Aid Attendant.

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

ARTICLE 19- CLASSIFICATIONS

a. Specifications

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

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

b. Classification/Reclassification/Job Evaluation Maintenance

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

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

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

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

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

ARTICLE 20- EMPLOYEE BENEFITS

a. Pension Plan

All employees hired on or before 90 12 31 and enrolled in the "Pension Plan" in effect in School District No. 35 (Langley) as of 90 12 31, and who elected to remain in that plan as of 91 01 01, shall continue to participate in that plan.

Employees hired on or after 91 01 01, and who are assigned to fifteen (15) or more hours per week, shall participate in the Municipal Superannuation Plan in accordance with the regulations and requirements of the Municipal Superannuation Plan.

b. Health Insurance Benefits

The Employer agrees to provide the following benefits as a condition of employment when an employee is eligible. Where an employee is covered for the same, or similar benefit by spouse, the provisions of this sub-section shall not apply.

- i. Medical Services Plan of British Columbia
- ii. Extended Health Benefits
 - Vision Care - \$200 limit per each 24 months.
 - \$1,000,000 lifetime maximum (includes out of province coverage)
 - Audio Care - \$500 limit per each 48 months
 - hospital co-insurance -- the daily rate of co-insurance shall be maintained at the co-insurance charge of B.C. Hospital Programs up to, but not exceeding, 2.433% of the average of Vancouver General Hospital's and Langley Memorial Hospital's daily rate for basic ward accommodation.
- iii. Dental Plan - Plan A - 100%
Plan B - 50%
Plan C - 50% with a \$2,500.00 lifetime limit per insured individual

The cost of providing medical benefits will be paid one-hundred percent (100%) by the Employer. The cost of providing dental benefits will be paid seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee.

The cost of providing the extended health benefit shall be paid one hundred percent (100%) by the Employer.

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

c. Group Life

The Employer agrees to provide and each employee shall participate in a Group Life Insurance Plan which provides a benefit equal to two hundred (200) percent of annual earnings. The Employer will pay 100 percent (100%) of the premium cost.

d. Joint Benefits Trust

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

specified in this Article (note – districts without AD&D would not include reference to that benefit) as soon as the trust is able to take on that responsibility.

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

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

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

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

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

e. Supplementation of Compensation Award

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

f. Legislation Affecting Benefits

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

g. Unemployment Insurance

All employees shall be covered by the provisions of the Unemployment Insurance Act.

h. Part-time Employees

For any employee employed less than twenty (20) hours per week, participation in the benefits plan will be at the employees option and if selected the Board portion of benefit premiums will be the same percentage as the percentage the employees hours are to forty (40).

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

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

j. Continuation of Benefits During Work Stoppages

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

ARTICLE 21- SEXUAL AND PERSONAL HARASSMENT

a. Definitions

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

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

The definition of "sexual harassment" shall include:

- any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- an implied promise of reward for complying with a request of a sexual nature; or

- a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

b. **Investigation**

The investigation process for Harassment complaint is:

The information provided in the course of an investigation and any outcome of such investigation is confidential and will be treated as having been supplied in confidence within the meaning of section 22(2)(f) of the Freedom of Information and Protection of Privacy Act, and will only be disclosed to the extent necessary to carry out the investigation, or as required by law.

The following process will apply to any complaints where the complainant and alleged harasser are employees of the District. Where the employee is a member of a bargaining unit they shall be accompanied by their Union Representative in accordance with the applicable collective agreement. Where an administrative officer, management member is involved, they may be accompanied by a representative of their choice and shall be informed of that right.

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

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

2. Superintendent appoints a member of senior management to be responsible for the investigation of the complaint. The member of senior management may designate a trained and/or experienced investigator, and note taker if required, to investigate the complaint.
3. The complainant will be interviewed by the investigator, with the note taker if required, and the complainant's representative.
4. The investigator will meet with the alleged harasser and the alleged harasser's representative(s) to provide written notification that the District intends to initiate an investigation into allegation(s) of harassment, including particulars of the complaint.
5. The alleged harasser will be interviewed by the investigator, with the note taker if required, and the alleged harasser's representative(s) present.
6. Interviews of witnesses will include the investigator, the note taker if required, the alleged harasser's representative if required, and the complainant's representative if required. If the witness is a member of a bargaining unit they shall be accompanied by a representative. Other witnesses may be accompanied by a representative.

It is understood and agreed that the representative of the complainant and the representative of the alleged harasser will not show nor read to the complainant, the alleged harassers or to any witnesses, the notes the representatives have taken at the interviews with the witnesses. Verbal comments made about the notes will only be made in general terms.

7. Upon completion of the investigation, a report by a member of Senior Management will be submitted to the Superintendent for disposition of the complaint.
 8. The Superintendent will decide on the disposition of the complaint and respond directly and in writing to the complainant, the alleged harasser and their respective representatives.
- c. Because of the sensitivity of such situations and the desire to handle these in a confidential manner, complaints shall be referred to the Superintendent of Schools. In the event that the issue remains unresolved after review by the Superintendent, the employee may refer the matter to the Grievance Committee, step (d) of the Grievance Procedure.
 - d. No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a complaint of sexual or personal harassment. It is recognized that false or malicious complaints may damage the reputation of, or be unjust to other employees and therefore the complainant may be subject to disciplinary action.

ARTICLE 22- NO DISCRIMINATION

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

ARTICLE 23- HEALTH AND SAFETY

a. Cooperation on Safety

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

b. Union/Employer Safety Committee

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

c. Meetings of Committee

The Health and Safety Committee shall hold meetings on a regular basis and all unsafe, hazardous or dangerous conditions shall be taken up with and dealt with at such meetings. Either party may call for a meeting which will be held within five (5) working days. Minutes of all Health and

Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.

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

d. Disclosure of Information

The Employer shall request from the manufacturer, and when received shall be provided to the Union, written information which identifies the contents and potential hazards of products used in the work environment.

Standardized work site labels will be provided with all necessary and required information for all containers of products purchased through Central Stores used in the workplace

e. Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing when needed. The Board will supply annual flu shots.

f. No Disciplinary Action

No employee shall be disciplined for refusal to work on a job which the employee has reasonable cause to believe is unsafe.

g. Incident Investigation

The Union shall be notified immediately of each incident or injury that results in a time loss. The site Health and Safety Committee shall investigate within two (2) days and report within five (5) days on the nature and causes of these incidents or injuries.

h. Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

i. Transportation of Accident Victims

Transportation to and where necessary, from, the nearest physician or hospital for employees requiring medical care as the result of an accident shall be at the expense of the Employer. Where the Employer chooses to use its own means of transportation, sufficient assistance will be provided to attend to the employee's needs during transportation.

j. Infestations

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

k. Violence in the Workplace

i. Definition

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

l. Reporting Violent Incidents

1. All staff are required to report to the Principal any incident of violence. Incidents include threats as well as physical acts of violence.
2. Incidents must be documented. Staff must complete a Violence Incident Report Form and submit the form to the District Health and Safety Committee.
3. If there is an injury or any medical treatment is contemplated then the employer must complete a WCB Form 7.

m. Product Review Committee

The Board shall establish and maintain a Product Review Committee to develop, test, educate and standardize product, chemicals and equipment used by CUPE Local 1851 employees.

The Product Review Committee shall consist of 4 representatives of the union and 4 representatives from the employer.

The Product Review Committee should establish and maintain a mission statement and guidelines for the use of safe chemicals and products in School District #35. Any amendments to the mission statement and guidelines shall be by mutual agreement of the parties.

ARTICLE 24- JOB SECURITY

a. Contracting Out

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

b. Work in the Bargaining Unit

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

c. Reductions in Staff

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

d. Amalgamation or Merger

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

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

ARTICLE 25- GENERAL CONDITIONS

a. Accommodation

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

b. Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

c. Tools

Where an employee is required to furnish the employee's own tools in the performance of the employee's duties and such tools are broken or worn the Employer shall replace the tools with tools of equal quality upon presentation of the broken or worn tools by the employee. This provision shall not apply if the employee is able to effect replacement without cost to the employee under the terms of a guarantee or warranty.

Where an employee is required to furnish the employee's own tools in the performance of the employee's duties, the Employer shall replace any tool lost due to fire or theft at the worksite with tool of equal quality. In order to receive this replacement the employee must notify the supervisor

immediately on discovery of the loss and submit a written claim for said tool. Employees are expected to provide reasonable safeguard for their tools.

Employees required to furnish their own tools shall provide the Employer with a complete and itemized listing of all tools furnished by the employee.

The Employer shall absorb all the costs for training and/or the replacement of tools used by an employee where such training and/or replacement of tools is a result of a conversion to the metric measurement system.

A basic tool kit of small hand tools will be provided by the Employer at all schools.

d. Performance of Duties

Every employee, engaged in the maintenance, cleaning and servicing of School Board property, is responsible to the employee's supervisor for the proper performance of his duties. Technical advice and assistance regarding the custodial area will be provided by a designated District Supervisor.

e. Cooperation with Staff

Employees shall immediately report any problems relating to heat, light, water systems and security, pests and rodents using the reporting procedures provided by the Employer.

f. Required Duties

Each employee shall be informed of the policy of the Board in respect to the cleaning of the various schools, and shall, when necessary, be instructed in the use of the equipment used for cleaning schools. The allowable time allotment, details of the work to be performed, and hours of work schedules shall be posted in each individual school.

g. Standard of Cleanliness

The Board shall retain the sole right to determine the standard of cleanliness and care in which a school and grounds shall be maintained.

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

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

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

The Employer agrees that any amendments to the custodial workload formula (Custodial Standards and Job Frequency Schedule) shall be by mutual agreement of the parties. If resolution cannot be

achieved by mutual agreement, the matter shall be handled in accordance with the Grievance Procedure.

A copy of the Custodial Standards and Job Frequency Schedule shall be posted at all worksites.

h. Mileage

Where an employee is requested by the Employer and uses the employee's own motor vehicle on the Employer's business an allowance of forty-one (\$.41) per kilometer for the first 300 kilometers and thirty-two (\$.32) per kilometer for mileage in excess of 300 kilometers shall be paid by the Employer.

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

i. Vehicle Coverage

The Employer, in the event of an accident while an employee is using his vehicle on Employer's business or in the event of vandalism to an employee's vehicle while it is parked on District property, will be responsible to pay the deductible portion of the insurance coverage. Such payment not to exceed two hundred dollars (\$200.00) per accident or three hundred dollars (\$300.00) per vandalism incident. Any accident or vandalism occurring to an employee's vehicle in such circumstances as aforementioned must be reported immediately to his Supervisor and proper accident forms completed through his Supervisor's office. The employee will be reimbursed for the costs as noted upon submission by the employee of a copy of the accident report filed with the police or I.C.B.C., and provided the accident or vandalism did not arise out of the employee's own gross negligence.

In the event of vandalism the employee will meet with his supervisor to discuss ways or methods of preventing further occurrences.

j. Continuation of Existing Conditions

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

k. Monthly Union Meetings

Due to the nature of shift work:

1. Maintenance employees working on day shift shall be allowed to start work up to two hours later,
2. Day shift custodians shall be allowed to take up to two hours and fifteen minutes off,

once per calendar month for the purpose of attending a general monthly Union meeting. Employees who take time off in this regard shall complete their working hours that day by

working the time taken at the end of their regular shift. The provisions of this Article may not be available to some employees from time to time as determined by the Employer, due to work requirements.

Employees may opt to combine their breaks to reduce the amount of time off required provided however, that all employees in the Maintenance Department do so on the same basis.

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

The provisions of this Article shall operate at no additional cost to the Employer.

l. Professional Development

A Joint Employer/Employee Pro-D Committee will develop professional activities on three (3) District Wide Professional Development days.

A representative of the Employer and a representative of the Union shall be designated as Joint Chairpersons and they shall alternate presiding over meetings.

The Employer shall allocate an amount equal to \$50.00 per employee for the purpose of promoting professional development. A Joint Employer/Employee Pro-D Committee shall administer these funds. All unused funds will be carried over to the following year. A yearly accounting of the Pro-D funds shall be forwarded to the Joint Employer/Employee Pro-D Committee and the Union.

All CUPE Local 1851 employees shall have the opportunity to attend Professional Development activities. Employees shall request to attend Professional Development activities prior to the Pro-D Day. Such request shall not be unreasonably denied.

Government mandated courses may take place on either non-instructional days or district wide professional development days in consultation with the Joint Employer/Employee Pro-D Committee.

m. Indemnification

i. The Employer shall either:

1. defend an employee from claim for damages, or,
2. indemnify and save harmless an employee from any damages or costs awarded against them and from any legal costs incurred by them as a result of any claim or damages,

arising from any acts or omissions which arose out of the performance of their duties, including a duty imposed by any statute. The decision of which of (i) or (ii) above is selected shall be determined by the Board. This defense/indemnification shall include the payment of any sum required and any legal costs incurred in the settlement of such action or proceeding provided the Employer's consent to settlement is obtained prior to the settlement.

- ii. Subsection (a) does not apply where:
 - 1. an employee has, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or willful misconduct, or,
 - 2. the cause of the action is libel or slander.
- iii. The Employer may, by an affirmative vote of not less than 2/3 of all the members of the Board, pay:
 - 1. any sum required to indemnify an employee for a criminal prosecution, which prosecution arises out of the employee's performance of his/her employment duties and
 - 2. costs necessarily incurredbut the employer shall not pay a fine arising from an employee's conviction.
- iv. The Employer may seek indemnity against an employee where:
 - 1. the claim for damages arises out of an employee's gross negligence or
 - 2. in relation to the action that gave rise to the claim for damages against an employee, the employee willfully acted contrary to the terms of his/her employment or an order of a supervisor.

ARTICLE 26- CROSSING OF PICKET LINES DURING STRIKE

In the event that any employee of the Employer, other than those covered by this Agreement, engage in a legal strike, or where employees in a labour dispute engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 27- UNIFORM AND CLOTHING ALLOWANCE

The Employer shall issue two (2) sets of coveralls and gloves to each painter, and one (1) set to each groundsman and labourer on the grounds crew. These coveralls and gloves will be replaced as necessary upon return of the previous set. It shall be the employer's responsibility to clean, launder, and maintain all such clothing as supplied to the groundsmen and the labourers. The painters shall clean, launder and maintain their coveralls and gloves.

The Employer shall issue coveralls and/or protective clothing to the mechanics, the equipment operators (for purposes of vehicle maintenance) and the roofer. It shall be the Employer's responsibility to clean, launder, and maintain all such clothing.

The Employer will provide a stock of rain gear to be utilized by employees needing such attire during inclement weather.

The Employer shall provide a stock of coveralls for use by the Maintenance Department employees when they are performing work in dirty areas such as crawl spaces, attic spaces or for fire clean up, as well as coveralls for Custodians who are required to clean dirty areas such as oil troughs and sawdust collection bags in secondary I.E. shops.

The employer shall provide a footwear allowance of \$125.00 per year for each employee that is required to wear safety footwear as per WCB requirements.

The Board shall reimburse the employee upon proof of purchase.

ARTICLE 28- TECHNOLOGICAL CHANGE

a. Definition

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

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

b. Retraining

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

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

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

c. Displaced Employees

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

ARTICLE 29- RETROACTIVITY

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

ARTICLE 30- TERM OF AGREEMENT

This Agreement shall be for the period July 1st, 2006 to June 30th, 2010, inclusive, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four months immediately preceding June 30th of any year thereafter, by written notice, to require the other party to the Agreement to commence bargaining.

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

- 1. The Union shall give notice to strike (or until the Union goes on strike) or;
- 2. The Employer shall give notice of lock-out (or the Employer shall lock-out its employees) or;
- 3. The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement.

whichever is the earliest.

Approved and Adopted by:

THE BOARD OF SCHOOL TRUSTEES,
SCHOOL DISTRICT NO.35 (LANGLEY)

This ___ day of _____

for the Board

Approved and Adopted by:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1851

This ___ day of _____

CUPE Local 1851

**SCHOOL DISTRICT NO.35 (LANGLEY)
CUPE 1851 SALARY GRID**

	July 1/2007	July 1/2008	July 1/2009
Maintenance	Hrly rate	Hrly rate	Hrly rate
Business Systems Tech	25.43	25.94	26.46
Equipment Operator I	20.52	20.93	21.35
Equipment Operator II	21.34	21.77	22.21
Grounds Foreman	25.43	25.94	26.46
Groundsman	20.05	20.45	20.86
Labourer I	19.13	19.51	19.90
Leadhand Ø Grounds	21.40	21.83	22.27
Leadhand Ø Tradesperson	27.29	28.84	29.31
Receiver Warehouseman	21.40	21.83	22.27
Route Driver	20.05	20.45	20.86
Senior Systems Engineer	26.58	27.11	27.65
Service Technician	26.64	27.77	28.63
Support Assistant Information Systems Technician	19.13	19.51	19.90
Technical Support Specialist	25.43	25.94	26.46
Trades Foreman	27.79	28.95	29.83
Tradesperson	26.64	27.77	28.63
Utility Man (Welder)	20.27	20.68	21.09
Warehouseman	19.13	19.51	19.90
Custodian			
Custodian IV	20.04	20.44	20.85
Custodian III	19.64	20.03	20.43
Custodian II	19.35	19.74	20.13
Custodian I	19.13	19.51	19.90

Employees hired after January 1, 1975 shall have a valid British Columbia Trades Qualification Certificate, or proof of having completed a satisfactory apprenticeship in a recognized trade. Employees hired by the Employer as Tradesman, prior to January 1, 1975, shall be exempt from the above requirements.

Recognizing the desirability of hiring tradesmen who have completed a recognized apprenticeship the Employer shall, all other considerations being equal, hire persons holding a valid apprenticeship certificate prior to hiring persons holding a British Columbia Trades Qualification Certificate.

LABOUR MARKET ADJUSTMENT

The District is prepared to discuss rates of pay for tradespersons should there be sufficient criteria to make a case for a Labour Market Adjustment during the course of this collective agreement.

LETTER OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT NO.35 (LANGLEY)
AND
CUPE LOCAL 1851

The Board and the Union agree that pursuant to Article 21 – Sexual and Personal Harassment, where the investigation outcomes determines that the harassment complaint has been substantiated, the complainant shall be entitled to a reinstatement of sick leave used as a result of the harassment.

SIGNED FOR THE UNION

Allen E. Bell

April 10, 2000
DATE

SIGNED FOR THE EMPLOYER

Jennifer Comas
7:30pm

LETTER OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT NO.35 (LANGLEY)
AND
CUPE LOCAL 1851

Recognizing that the primary responsibility is to maintain normal operations, the Parties agree to a four day work week on a trail basis for the 2000 summer break, for employees employed on a twelve month basis on the following conditions:

- Will apply during the first week of Summer Break and the last two weeks prior to school opening at the discretion of the supervisor.
- Regular weekly hours being worked in four days instead of five.
- The four day work week does not apply during weeks which contain a statutory holiday or during which vacation time is taken.
- Each department is required to maintain normal coverage required within that department for full week.
- There will be no additional costs to the Employer.
- A committee consisting of the Manager, Facilities, Administrative Officer from Elementary and Secondary, a custodial representative, a maintenance representative will be formed to review the implementation and follow up of the 4 day week for July and August.
- Participation in the four day work week for the Maintenance Department will be compulsory.
- Will be renewed annually at the sole discretion of the employer.

SIGNED FOR THE UNION

Steen E. Bohl

march 31/2000

DATE

3:08 PM

SIGNED FOR THE EMPLOYER

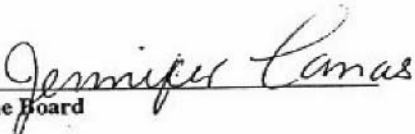
Jennifer Lomas
3:20 pm

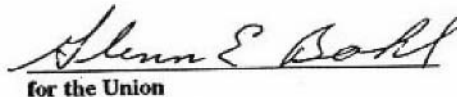
LETTER OF UNDERSTANDING

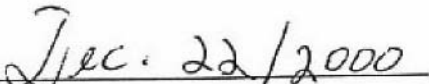
BETWEEN CUPE LOCAL 1851 AND SCHOOL DISTRICT NO.35 (LANGLEY)

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

- the Board pays a 1% wage increase retroactive to 1999 01 01.
- the Board agrees to convert approximately .64% of the 2% wage increase effective January 1, 2001 for the purpose of achieving 100% employer paid benefits for medical, extended health and group life.
- for the period January 1, 2002 to June 30, 2003, a wage increase equivalent to wage increases negotiated in the broad public sector, such as between the Public Service Employee Relations Commission (PSERC) and B.C. Government & Service Employees' Union (BCGEU), the Health Employers Association of B.C. (HEABC) and the health care unions, the B.C. Public School Employers' Association (BSPSEA) and the B.C. Teachers Federation (BCTF). In the event a dispute arises, it shall be referred to Irene Holden and Vince Ready for a final and binding resolution.
- wage increase of 1%, effective January 1, 2002.
- the parties agree to fulfill the intent of the Accord and no layoffs of CUPE employees after September 30th for the duration of the school year. Staff changes that become necessary during the school year will be dealt with through the process outlined in Article 12 (Layoff and Recalls), and where if, after September 30th, there were no available positions, then the individual would be placed on the casual list on a float basis with equivalent hours and rate of pay until the end of the school year.
- Article 9(f) will be implemented with current substitute employees successfully completing a 45 day probationary period commencing 2001 01 22 upon which regular seniority will be calculated from the number of consecutive days worked prior to June 15, 2000. An approved leave of absence of up to two (2) days shall not constitute a break in continuous work. New substitute employees upon successful completion of a 45 day probationary period, will have their seniority date calculated to the original date of hire.
- The shift premiums as per Article 13(a) (ix) retroactive to 2000 06 15.
- The boot allowance as per Article 27 retroactive to 2000 06 15.
- The term of the Collective Agreement is July 1, 1999 to June 30, 2003.


for the Board


for the Union


Date

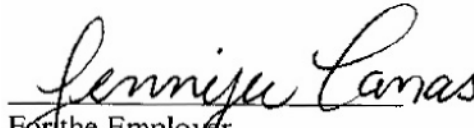
MEMORANDUM OF AGREEMENT
BETWEEN
SCHOOL DISTRICT NO.35 (LANGLEY)
THE “EMPLOYER”
AND
CUPE LOCAL 1851
THE “UNION”

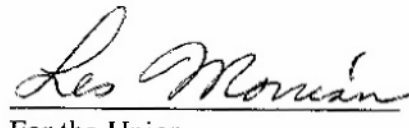
1. The parties have agreed to modify the following provisions of the collective agreement:

Article 2 - Definitions
Article 17 (f) ~~Ð~~ Mourner’s Leave
Article 23 (m) ~~Ð~~ Product Review Committee
Article 25 (g) ~~Ð~~ Custodial Standards and Job Frequency Schedule
Labour Market Adjustment

2. The details of the agreed upon modifications are set out in the attached agreements.

AGREED TO THIS 20th DAY OF June, 2006


For the Employer


For the Union

MEMORANDUM OF AGREEMENT
BETWEEN
SCHOOL DISTRICT NO.35 (LANGLEY)

THE “EMPLOYER”

AND

CUPE LOCAL 1851

THE “UNION”

The parties to this agreement agree to recommend to their respective principals the ratification of a new collective agreement incorporating the changes set out in the following attachments:

Attachment #1 – Letter of Understanding between Signatory School Boards and Signatory Support Staff Unions

Attachment #2– Memorandum of Agreement dated 2006 06 20, which sets out all other agreed upon revisions to the collective agreement.

AGREED TO THIS 20th DAY OF June, 2006

Jennifer Lomas
For the Employer

Les Morin
For the Union

Letter of Understanding (LOU)
Between
BC Public School Employers' Association
And
School Boards who are Signatories to this LOU
And
Support Staff Unions who are Signatories to this LOU

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

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

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

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

Term

July 1, 2006 to June 30, 2010

General Wage Increase

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

Incentive Payment

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

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

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

For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full -time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1, 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.

The one-time payment is subject to normal statutory deductions.

Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
- leaves granted to employees in receipt of worker's compensation benefits

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

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

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

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

- a. an employee demographic analysis; and
- b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

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

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprenticeship Opportunities Funding

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

Apprentice Sponsor Funding

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50%

of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

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

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

Workforce Adjustment Committee Funding

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

Labour Market Adjustment Fund

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

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

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

July 1, 2007 \$1,656,000

July 1, 2008 \$828,000

July 1, 2009 \$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.
21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

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

July 1, 2006 \$1,656,000

July 1, 2007 \$828,000

July 1, 2008 \$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.

25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Liaison on Education Policy Matters

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

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistant working hours and not being paid.

29. The parties agreed to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The Committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

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

Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
- a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
 - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
32. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

1.0 Fiscal Dividend:

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

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.
- 1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period of September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:

LETTER OF UNDERSTANDING

BETWEEN

SCHOOL DISTRICT NO.35 (LANGLEY)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS 1260 AND 1851

Further to the Letter of Understanding dated 2003 05 21, the parties agree:

That the provincially fully funded PEBT Core LTD Plan was revised effective September 1, 2005 to include the same level of coverage as the PEBT Core LTD Plan and the Optional Plan.

The retroactive cost savings for the period March 1, 2003 to September 1, 2005 is calculated to be \$107,500. This amount represents the difference between the rate paid for the District LTD plan (\$121,000), just prior to the implementation of the PEBT Core Plan in 2003 and the annual premiums paid by the District between March 1, 2003 to August 31, 2005 for the Optional Plan (\$78,000).

The \$107,500 will be paid as a one-time payment calculated on the total regular hours worked between March 1, 2003 to August 31, 2005 and will be payable to all current employees on the PEBT Plan as at March 31, 2006. ($\$121,000 - \$78,000 = \$43,000 \neq 12 \times 30 \text{ months} = \$107,500$).

That a percentage increase of .54% is payable to all current employees as at March 31, 2006 retroactive to September 1, 2005.

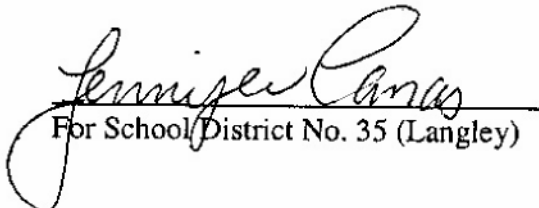
This percentage increase was based on the annual premiums of the School District No. 35 LTD Plan (\$121,000) just prior to the implementation of the PEBT LTD Plan in March, 2003.



For CUPE Local 1260



For CUPE Local 1851



For School District No. 35 (Langley)

2006 05 05

Date

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