

TABLE OF CONTENTS

TABLE OF CONTENTS 1

PREAMBLE 1

..... 2

I

TERM OF AGREEMENT 2

..... 2

..... Legislative Change 2

ARTICLE 2 3

MANAGEMENT RIGHTS 3

UNION SECURITY 3

Section 1 Bargaining Agency 3

..... 3

Section 3 Remit Dues 4

Section 4 Union Membership 4

Section 5 Union Officials 4

..... Section 6 New Employees 4

Section 7 Collective Agreement & Addenda 4

Section 8 Picket Line 4

Section 9 Access to Information 4

Section 1 Notice of Meetings Interpretation of Agreement

Section 2 ARTICLE 3 6

Section 3 COMMITTEES AND MEETINGS 6

Section 4

Section 5

ARTICLE 4 6

6

Section 2 Application 6

Section 3 Procedure 6

Section 4 Arbitration Board's Decision 6

Section 5 Extension of Time Limits 6

Section 6 Substitution of Penalty 6

Section 103 of Labour Relations Code 6

..... 6

..... 6

..... 6

6 7

7

..... 7

7

8

8 8 8

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

ARTICLE 59

 DEFINITION OF EMPLOYEES 9

 Section 1 Definitions 9

 Section 2 Confirmation.....10

 10

 Section 3 Temporary Position 10

 11

ARTICLE 6 12

CALL-OUT, STANDBY & OVERTIME – REGULAR EMPLOYEES	22
Section 1 Call-out.....	22
Section 2 Definition	22
Section 3 Standby Allowance	22
Section 4 Work Prior to Normal Hours.....	22
Section 5 Equalization of Overtime	22
Section 6 Overtime.....	22
Section 7 Time Off in Lieu of Overtime	22
Section 8 Meal Allowance	23
ARTICLE 14.....	24
HOURS OF WORK.....	24
Section 1 Travelling Time.....	24
Section 2 Christmas Eve Day/New Year's Eve Day	24
Section 3 Rest Periods.....	24
Section 4 Work at Home	24
ARTICLE 15.....	25
FOUR HOUR MINIMUM WORK DAY.....	25
ARTICLE 16.....	27
ANNUAL VACATION ENTITLEMENT	27
Section 1 Anniversary	27
Section 2 Length of Paid Vacations	27
Section 3 Supplementary Vacation	28
Section 4 Sickness During Vacation	28
Section 5 Vacation Credit For Prior Service	28
ARTICLE 17.....	29
ANNUAL VACATION PERIOD	29
Section 1 Vacation Period – 12 Month Clerical Staff	29
Section 2 Vacation Period – Maintenance Staff	29
Section 3 Vacation Period – Twelve (12) Month Operations Staff	29
Section 4 Vacation Period – 10 Month Employees	30
ARTICLE 18.....	31
STATUTORY HOLIDAYS	31
Section 1 Statutory Holidays	31
Section 2 Statutory Holiday during Annual Vacations.....	31
Section 3 Payment for Statutory Holiday	31
Section 4 Ten (10) Month Employees	31
ARTICLE 19.....	32
EMPLOYEE BENEFITS	32
Section 1 Medical and Dental Plans	32
Section 2 Retirement Benefits.....	33
Section 3 Group Life Insurance.....	33

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

	Section 15 Transfers	56
	Section 16 Position Schedule Change - 10 Month or 12 Month	57
	ARTICLE 22	58
	EMPLOYMENT, TERMINATION OF SERVICE, DISMISSAL.....	58
	AND TEMPORARY LAYOFFS	58
	Section 1 Amount of Notice on Termination of Service or Resignation.....	58
	Section 2 Definition of Termination of Service	58
	Section 3 New Employees on Probation	58
	Section 4 Disciplinary Action/Adverse Report.....	58
	Section 5 Summer Layoff, 10 Month Employees.....	59
	ARTICLE 23	61
GE		
NE	Section 1 Business Agent.....	
RA	Section 2 Travel Allowance	
L	Section 3 Physical Examination.....	
PR	Section 4 T.B. Tests	
OV	Section 5 Technological Change.....	
ISI	Section 6	
ON	Section 7	
S	Section 8 Duty to Accommodate	
61	Section 9 Sick Reporting.....	
61	Section 10 Report for Duty after Indefinite Absence.....	61
62	Section 11 Courses	
62	Section 12 Paid Educational Leave Trust Fund	
62	Section 13 Sexual/Personal Harassment	
62	Section 14 Race Relations	
62	Section 15 Workload	
63	Section 16 Merger/Amalgamation	
	Section 17 Health & Safety	
	Section 18 Indemnification Clause.....	
	Section 19 Communicable Disease Protection.....	
	Section 20 First Aid.....	
	Section 21 Administration of Medication	
	Section 22 Para-Educator Supervision	
	Section 23 Non	
	Section 24 Assistance to Falsely Accused Non-Teaching Staff.....	

ARTICLE 24	
DEFINITIONS OF POSITIONS	76
Section 1 Positions	76
Section 2 Exclusions	77

.....	64
	64
.....	64
	64
	65
	65
	66
	68
	68
	69
	69
	73
	74
	74
	74
	74
	74
	74
	76

2006-10 CUPEIRSB COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING 104
104 104
Number of Days of Employment 104
Transportation 104
Operations Staff Vacation
104
LETTER OF UNDERSTANDING 106
 re: Call-outs for Security Runners 106
 re: Maintenance Department – Stand-by Tradespersons 106
LETTER OF UNDERSTANDING 107
 re: Religious Leave 107
SALARY SCALES 108
INDEX 110

2006-10 CUPEIRSB COLLECTIVE AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO THIS 12th DAY OF June, A. D., 2006

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

OF THE FIRST PART

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

OF THE SECOND PART.

PREAMBLE

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

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

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

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

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

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

**ARTICLE 2
MANAGEMENT RIGHTS**

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

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

No Discrimination

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

UNION SECURITY

Section 1 Bargaining Agency

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

Section 2 Deduct Dues

- a) The Board agrees to deduct Union dues and/or levies according to the Constitution and Bylaws of the Union, from all employees who come within the certificate of bargaining authority of the Union.
- b) Necessary adjustments in dues structure arising from promotion, demotion or transfer, will be made by the Payroll Department.
- c) Union dues will be reported on T-4 forms.
- d) Forty-five (45) calendar days notice and implementation will be provided to the Board of any change in dues structure requiring computer re-programming. All other changes to take effect after the next full pay period.

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

- b) A copy of the agenda shall be sent to the Union when distributed to the Board. In addition the Board public package (minutes and attachments) shall be delivered to the Union in a timely manner. One copy of the Board public package shall be available at the Board meeting for a CUPE representative.
- c) A list of names, work locations, hours assigned and classification of employees each October 30, January 30, February 28, and July 30 reflecting the status of employees on the last working day of the previous month. It is understood that the Union, upon reasonable notice, shall be given additional lists from time to time as required.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 1 Application

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

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

Section 2 Procedure

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

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

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

Step 4 Within five (5) working days from the date on which the next Union meeting is held, the Union shall submit the matter to Section 103 of the ~~Labour Code (see Section 6 below) and~~ Arbitration by notifying the School Board accordingly in writing.

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

ARTICLE 5
DEFINITION OF EMPLOYEES

Section 1 Definitions

- a) Regular Employees
- i) Regular employees are those working three (3) hours per day for five days per week or fifteen (15) hours or more per week, who have satisfactorily completed twenty-six (26) weeks of continuous employment as a probationary, temporary, or substitute employee. Regular employees shall be entitled to benefits incorporated in this agreement in proportion to their time worked.
 - ii) For the purposes of clarification "continuous employment" shall include and not be interrupted by Christmas and Spring Breaks, provided the assignment starts before and ends after the break.
 - iii) It is understood that a substitute employee must be working in a single assignment for the full twenty-six (26) week period described above. It is further understood that a single assignment may include minor changes in job duties or multiple work locations or assignments where the ongoing assignment is as a result of the continuous absence of a single regular employee.
 - iv) A regular employee, whose hours of work are reduced by the Board to three (3) hours per day for five (5) days a week or fifteen (15) hours per week or less, shall continue to be considered a regular employee as defined in this section for purposes of entitlement to benefits incorporated in this Agreement.
 - v) A regular employee whose hours of work are reduced by the Board to three (3) hours per day for five (5) days a week or fifteen (15) hours per week or less, shall have the option to continue as a contributor to the Municipal Superannuation Plan. This option shall be exercised in writing and may not be changed.
- b) Casual part-time employees are those employees engaged to perform specific tasks not involving in excess of three (3) hours per day for five (5) days per week or fifteen (15) hours per week, and who are paid at an hourly rate of pay for the position held. Such employees are not entitled to claim welfare benefits incorporated in this Agreement.
- c) Temporary employees are engaged for specific projects or to cover the prolonged absence of a regular employee for a period not exceeding two (2) months except by mutual consent of both parties to this Agreement. Such employees are not entitled to claim welfare benefits included in this Agreement, subject however, to subsection (a).

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

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

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

Section 4 Assignment of Substitutes

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

ARTICLE 7
CLERICAL STAFF HOURS OF WORK & OVERTIME

Section 1 35 Hour Week

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

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

Section 2 Overtime

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

Section 3 Clerical - 10 Month Year

All Elementary School Secretaries and Secretaries in the Administration Office, Support Services Department, and Secondary schools, as appointed, are classified as ten (10) month employees and are deemed to be employed from the Monday of the week prior to school opening in September to the Friday of the week following school closure in June; and are deemed to be laid off for the period in between.

Section 4 Library Technicians - 10 Month Year

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

Section 5 Casual Labour

Casual part-time employees will be paid only straight time rates except where total hours worked exceed seven (7) hours per day or thirty-five (35) hours per week.

ARTICLE 8
MAINTENANCE STAFF HOURS OF WORK & OVERTIME

Section 1 40 Hour Week

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

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

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

Section 2 Overtime

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

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

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

Section 3 Casual Labour

Casual part-time employees will be paid only straight time rates except where total hours worked exceeds eight (8) hours per day or forty (40) hours per week.

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

Section 4 **Casual Labour**

Casual part-time employees will be paid only straight time rates except where total hours worked exceeds eight (8) hours per day or forty (40) hours per week.

Section 5 **Summer Hours of Work – Day Care Centres**

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

Both parties recognize that there may be other schools so designated and the Board shall inform the Union accordingly.

2006-10 CUPE/RSB COLLECTIVE IVE AGREEMENT

- c) Notwithstanding any other provisions in this Agreement, Bus Drivers will receive fringe benefits as follows:-
- i) Statutory holidays and vacations will be paid on eight (8) hour a day basis.
 - ii) Sick leave will be accumulated and paid on an eight (8) hour a day basis.
 - iii) Salary for superannuation purposes will include overtime.
 - iv) Salary for Group Life Insurance purposes will be based on four-thirds (4/3) of annual salary.
- d) When a vacancy for a Bus Driver arises from promotion, resignation, retirement or dismissal, regular Bus Drivers may apply to Department Head for the route which becomes vacant. In making such reassignments, the provisions of Article 21, Section 6 (Seniority) shall apply.

ARTICLE 12
TEN (10) MONTH EMPLOYEES HOURS OF WORK

Section 1 **Definition**

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

Section 2 **Payment of Salaries**

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

Section 3 **Working Days**

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

Section 4 **10 Month Building Service Workers**

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

Bulletins of a general nature, indicating the availability of 10 and/or 12 month positions as Building Service Workers, will be issued in anticipation and/or as the result of vacancies arising.

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

- b) h) For 10 month staff, accumulated vacation carry-over and banked overtime together shall not exceed a total of 10 working days. By June 30 each year, any time so accumulated which has not been used will be paid out.
- c) c) Employees who wish to use banked overtime shall obtain approval from the Department Head on the basis that the service will not be impaired and a minimum of substitution will be required.

Section 8 Meal Allowance

A meal allowance of \$10.00 shall be paid to an employee who is required to work two (2) or more hours overtime after 5:00 p.m. provided the employee has not had a break of at least two (2) hours at the end of the employee's regular shift.

ARTICLE 15
FOUR HOUR MINIMUM WORK DAY

- Section 1** The District is committed to providing a minimum of four (4) hours of work for regular employees reporting for work and for temporary employees who have posted into positions when reporting for work.
- Section 2** Exemptions from the four (4) hour minimum:
- a) Noon Hour Supervisors
 - b) Crossing guards
 - c) Other positions by mutual agreement
- Section 3** The four hours shall be consecutive but may exclude a lunch period of up to one hour.
- Section 4** Bus Drivers are exempt from the requirement for consecutive hours. The daily hours shall be completed within a period of twelve (12) consecutive hours.
- Section 5** Notwithstanding Article 21, Section 2 (Bulletins), subsection (a) where posting is required, additional hours of less than four hours may be posted as "additional hours" and are available to employees who are able to accept the hours in addition to the current assignment.
- Section 6** The four-hour minimum for employees shall begin to be implemented immediately and shall be fully implemented no later than July 1, 2001.
- Section 7** A Joint Implementation Committee shall be established comprised of a maximum of four representatives from CUPE Local 716 and a maximum of four representatives for the Board to deal with the implementation of the four-hour minimum. In order to attain the four-hour minimum for employees who are currently working less than four hours per day, the Committee shall consider, but not be limited to:
- a) the combination of positions
 - b) the elimination of current positions of less than four hours in duration and the layoff of employees in those positions
 - c) the reassignment of hours of current positions currently less than four hours
 - d) the rate of pay for any combined position
 - e) the funding available for the implementation of the four-hour minimum from the provincial four-hour fund
 - 1) the posting requirements, if any, for combined positions
 - g) which, if any, casual and temporary employees in non-posted positions who report for work should be included in the four hour minimum workday requirement
 - h) the applicability of other articles in the collective agreement.

ARTICLE 16
ANNUAL VACATION ENTITLEMENT

Section 1 Anniversary

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

Section 2 Length of Paid Vacations

Vacations with pay will be granted on the following basis:

- a) Casual and temporary employees - in accordance with the Employment Standards Act.
- b) Employees with less than six month's service.
 - i) Employees with less than six (6) calendar months' service on July 1st shall be entitled to one (1) day vacation for each calendar month service to a maximum of six (6) working days which may be taken at any time during the vacation year subject to appropriate approval.
 - ii) An employee commencing duties on or before the last working day of the month shall be credited with that month's service for purposes of this subsection. An employee with more than six (6) months' service on July 1st shall be entitled to ten (10) working days vacation which may be taken at any time subject to appropriate approval.
 - iii) In all instances in (i) and (ii) above vacation shall be paid as a day's pay for each day's entitlement or 4% of gross earnings whichever is greater.
- c) Employees who reach their second anniversary during the vacation year shall be entitled to three (3) weeks vacation with pay or six (6) percent of gross earnings whichever is greater, which may be taken at any time during the vacation year subject to subsection (g) below.
- d) Employees who reach their seventh anniversary during the vacation year shall be entitled to four (4) weeks vacation with pay or at eight (8) percent of gross earnings whichever is greater, which may be taken at any time during the vacation year subject to subsection (g) below.
- e) Employees who reach their fifteenth anniversary during the vacation year shall be entitled to five (5) weeks vacation with pay or at ten (10) percent of gross earnings whichever is greater, which may be taken at any time during the vacation year subject to subsection (g) below.
- f) Employees who reach their twenty-second anniversary during the

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

vacation year shall be entitled to six (6) weeks vacation with pay or at twelve (12) percent of gross earnings whichever is greater, subject to subsection (g) below.

ARTICLE 17
ANNUAL VACATION PERIOD

Section 1 Vacation Period – 12 Month Clerical Staff

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

Section 2 Vacation Period – Maintenance Staff

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

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

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

Section 3 Vacation Period – Twelve (12) Month Operations Staff

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

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

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

**ARTICLE 18
STATUTORY HOLIDAYS**

Section 1 Statutory Holidays

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

Section 2 Statutory Holiday during Annual Vacations

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

Section 3 Payment for Statutory Holiday

A regular or a temporary employee will be paid for a statutory holiday if

- a) the employee received wages for the working day preceding or the working day following the holiday; or
- b) the employee earns wages from the Board on ten (10) days in the thirty (30) calendar day period preceding the Statutory Holiday or on ten (10) days in the thirty (30) calendar day period following the Statutory Holiday, providing the employee was not hired subsequent to the Statutory Holiday; or
- c) the Employee is on authorized Leave of Absence without pay of 15 days or less and the statutory holiday falls within the period of the leave.

Section 4 Ten (10) Month Employees

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

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

- ix) audio care (\$400 per five (5) years),
- x) physiotherapy/massage therapy (\$500 per year),
- xi) chiropractor/naturopath (\$500 per year),
- xii) orthotics (\$200 per year),
- xiii) any other coverage options that may be available at no additional cost.

c) Dental Plan

- i) the Board will contribute one hundred (100) percent of the cost of the Medical Services Association Dental Plan for all regular employees.
- ii) the MSA Dental Plan shall provide coverage as follows:
 - Plan A - 80% of dental costs
 - Plan B - 60% of dental costs
 - Plan C - 50% of dental costs(The maximum lifetime payment under Plan C shall be four thousand (\$4,000) dollars per member, spouse or dependent child.)
- iii) the Dental Plan shall be compulsory for all regular employees, except for those employees who produce evidence of coverage by virtue of their spouse's participation in a similar plan.
- iv) premiums will be based on Single, Couple and Couples with dependents.

Section 2 Retirement Benefits

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

Section 3 Group Life Insurance

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

Section 4 Death Benefit

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

200640 CUPE/RSB COLLECTIVE AGREEMENT

Section 8 Termination Pay

- More than twenty (20) years of service -- up to eighty (80) days pay.
 - ii) Where it is more beneficial, an employee with ten (10) years service or more will be paid fifty (50) percent of accumulated sick leave, but the fifty (50) percent shall not exceed one hundred (100) days.
 - iii) One day's pay means the normal daily rate of pay, calculated in accordance with the salary schedules attached to this Agreement, earned at the time of termination.
- b) **EMPLOYEES NOT PARTICIPATING IN THE B.C. MUNICIPAL SUPERANNUATION SCHEME**
After three (3) years of service, unused accumulated sick leave to a maximum of one hundred and twenty (120) working days will be paid on termination other than for cause.
- c) **ALL EMPLOYEES**
- i) When an employee is absent on sick leave for five days or less in any one calendar year January 1st to December 31st, the maximum termination leave entitlement shall be increased in accordance with the following scale:

No. of Days Absent on Sick Leave	Increase in No. of Days of Max Termination Leave
0 or 1	4
2 or 3	3
4 or 5	2

- d) Laboratory coats will be provided for Laboratory Technicians, staff in the District Resource Centre, and Kitchen staff.
- e) The Board shall provide regular Bus Drivers with appropriate uniform jackets and slacks and shall be responsible for cleaning and repairing. Bus Drivers are expected to wear the jackets and slacks whenever they are performing driving duties and to take reasonable care of them.
- f) Smocks will be available, upon request, for the use of Educational Assistants who are required to provide personal care (i.e. diapering, toileting, catheterization, etc.) to students.
- g) In the matter of issuing replacement protective clothing, the employee's immediate supervisor shall determine if replacement is warranted on an assessment as to whether the useful life of the article has been depleted.
- h) The Board will provide to each school an adequate accessible supply of disposable gloves and disinfectant.

Section 12 Service Pay

- a) Regular employees shall be entitled to service pay as follows:
 - After 10 years of service -- \$5.00 per month
 - After 15 years of service --\$10.00 per month
- b) Service pay shall be paid in a lump sum in December each year prior to commencement of Christmas vacation.
- c) Years of service will be calculated as at December 31st of the preceding year.
- d) If an employee retires, resigns, or is terminated other than for cause, before December, the employee will receive service pay at the time of termination based on the number of full calendar months of service in the year of termination.
- e) For the purpose of this Section:
 - i) Employees who normally work for the school year only will be credited with twelve months a year service.
 - ii) Authorized leaves of absence, with or without pay will count *as* service.
- I) Service pay will only be paid for those months for which the employee received wages, in total or in part.
- ^s) Employees who, at the time of payment of service pay are working four (4) hours a day or less, shall receive fifty (50) percent of the service pay quoted

Section 15 Employee and Family Assistance Program/ Union Counselling Program

Employee and Family Assistance Program

- a)
- i) The Board and the Union shall enter into a new Employee and Family Assistance Plan. The parties have also agreed to use Warren Shepell to provide this benefit. The Board shall pay 90% and employee shall pay 10% of the actual experience rated premium, per month. The Union will determine if the employee or the Union will pay the employees' share of the premium.
 - ii) The parties further agree that either party may opt out of this program by giving two months' notice prior to the expiry of the contract between the Board and Warren Shepell.
- b) The parties shall form a committee of three persons from each side to oversee and administer the Employee Assistance Plan provided by Warren Shepell. c) The Union Counselling Program will continue to operate and will also perform a referral function for the Warren Shepell Employee and Family Assistance service.

Union Counselling Program - Terms of Reference

- a) The Board of School Trustees recognizes, supports and encourages the Union in the establishment and operation of the Union Counselling Program. In this regard the Board undertakes to:
- i) grant, in emergency circumstances, upon receiving permission from the supervisor in each specific case, time off without loss of pay to a Union Counsellor for the purpose of assisting an employee or a member of the employee's family who is in a crisis situation. It is understood that the confidential nature of the crisis shall be maintained.
 - ii) grant, in emergency circumstances or when shifts conflict, and upon receiving permission from the supervisor in each specific case, time off without loss of pay to an employee to meet with a Union Counsellor. The Union Counsellor shall exercise discretion so that disruption to the work schedule is minimized.
 - iii) grant leave of absence without pay or grant sick leave, or, in special circumstances, leave of absence with pay to an employee who applies for such leave and/or requires some form of rehabilitative treatment. Such applications shall be made in writing, in confidence, to the Superintendent of Schools.
 - iv) grant time off without loss of pay for up to three (3) Union Counselling Committee members to attend one half-day monthly meeting, and for up to two (2) Committee members to attend an annual seminar/conference sponsored by the United Way or other recognized agency.
 - v) establish and administer a budget in the amount of \$2,000 annually to be used in such areas as: training and upgrading of Union Counsellors, distributing copyrighted materials, engaging guest speakers, providing

ARTICLE 20
LEAVE OF ABSENCE

Section 1 Absence from Duty for Union Officials

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

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

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

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

Section 2 Union Business

- a) Upon receiving permission from the Department Head in each specific case, an officer or official representative of the Union shall be granted time off with pay to attend meetings with the Board or the Board's representatives.
- b) Union delegates attending to business affecting the Union Local shall be granted time off with pay by the Superintendent of Schools.
- c) Each year, three Union delegates to the Canadian Union of Public Employees' Provincial Convention shall each be granted two (2) days leave of absence with pay by the Superintendent of Schools.

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

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

b) Parental Leave

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

c) Extended Parental Leave

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

d) Notice requirements and commencement of leave.

The following conditions apply:

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

e) Return to Work

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

f) Early Commencement of Pregnancy Leave

The employer may require an employee to commence leave early, where the duties of the employee cannot reasonably be performed because of the

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

- ii) the employee elects to continue to pay the employee's share of the cost of a plan that is paid for jointly by the employer and the employee.

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

k) Sick Leave

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

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

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

Section 7 Court Duty

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

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

Section 8 Bereavement Leave

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

Employees may also be granted one-half day's leave without loss of pay to attend the funeral of a person outside the immediate family. Upon application, this leave may be extended to a maximum of one (1) day with pay for reasons of travel, schedule or other extenuating circumstances. Such leave will not be unreasonably denied.

Section 9 Family Emergency Leave

In the event of critical illness or hospitalization of an immediate family member, an employee shall be granted up to two (2) days leave with pay per calendar year. A letter of verification from the attending physician may be requested in support of such leave.

Section 10 Religious Leave

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

Refer to Letter of Understanding: Religious Leave.

Section 11 Canadian Citizenship

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

Section 12 Amateur Competitions

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

ARTICLE 21

PROMOTIONS, DEMOTIONS, RE-CLASSIFICATIONS & LAYOFFS

Section 1

Definitions

- a) Promotion shall be defined as the movement of an employee to a position involving increased responsibilities and duties, or to a position with increased hours of work, or to a position with a higher rate of pay.
- b) Demotion shall be defined as the movement of an employee to a position involving reduced responsibilities and duties, where there is a reduction in the hours of work or where there is a reduction in the rate of pay. Demotions shall not be used as a disciplinary measure.
- c) Transfer shall be defined as a lateral movement of an employee from one position to another which involves similar responsibilities and duties or is within the same classification and with the same number of hours of work.
- d) Layoff shall be defined as a reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement.
- e) In the event adjustments in staffing resulting from the application of Board Regulations are required, every effort shall be made to ensure that an employee's hours are maintained through reassignment. However, if an employee's hours cannot be maintained, the affected employee shall be deemed to have been laid off.

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

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

Section 2

Bulletins

- a) Where vacancies are created through promotions, resignations, retirements or dismissals and when new positions are created, notice thereof will be posted in the Administration Offices, Maintenance Shop, and staff rooms (or equivalent) of each school. In addition, a copy of each bulletin posted during the months of July and August, will be mailed to regular and substitute employees. A copy of every bulletin will be forwarded to the Secretary of the Union within seven (7) days. The closing date of bulletins will be a minimum of seven (7) calendar days after posting.

200640 CUPE/RSB COLLECTIVE AGREEMENT

- d) Casual employees who have attained secondary seniority/bidding rights shall be called for casual assignments for which they are qualified in order of their secondary seniority.
- e) Secondary seniority shall be lost in the event the employee:
- Fails to respond to eight (8) call-ins or call-outs within a twelve (12) month period.
 - The employee is terminated and not reinstated.
 - The employee terminates employment with the Board.
- f) It is understood that an employee who is unavailable for assignment shall notify the Board in advance in writing except in cases of emergency. Failure to do so will result in the employee being charged with a single refusal.
- g) A list showing the secondary seniority of each casual employee by the number of shifts completed will be sent to the Union and posted as at June 22, 2001. This list will be used for job posting and shift assignment until the next update.
- h) An up-to-date list showing the number of shifts completed for each employee shall be sent to the Union and posted at each worksite in October and April of each year. This list will be used for job posting and shift assignment until the next update.
A casual employee who has acquired secondary seniority and is unavailable for work by virtue of a WCB compensable injury in the employ of the school district shall have any shifts missed due to that injury/claim credited towards their shift count accumulation.
- i) The six month period for acquiring secondary seniority shall be extended for the duration of the injury for a casual employee who has not acquired secondary seniority and who is unavailable for work by virtue of a WCB compensable injury in the employ of the school district. Any credited shifts shall be retained toward the calculation of secondary seniority.

Section 4 **Definition of Seniority**

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

Section 5 **Calculation of Seniority**

- a) When an employee is appointed to the regular staff, the date of commencement of the probationary period shall be the employee's seniority date, adjusted as necessary in accordance with the following conditions:
- i) A casual employee who has attained secondary seniority and is successful in obtaining a permanent position shall have her/his

2006-10 CUPE/'RSB COLLECTIVE AGREEMENT

When two (2) or more applicants are capable of fulfilling the duties of the position, seniority or years of continuous service with the Board shall be the determining factor. In all instances, present qualified employees shall be given preference.

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

Section 7 Application of Section 6 above

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

Section 8 Job Security

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

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

- b) It is not the intent of these layoff and recall procedures that regular 10 month employees are allowed to bump other employees during normal school closures.

2006-10 CUPE/'RSB COLLECTIVE AGREEMENT

The Board will take all reasonable steps to ensure that participating contractors pay wages in accordance with current wages in the District in accordance with the School Act.

Section 10 Severance Pay

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

Less than 1 year service:	no severance pay
1 or more years but less than 2 years service:	.8% of annual salary for each year of
2 or more years service but less than 5 years	service 1.6% of annual salary for each year
service: 5 or more years service:	of service

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

For the purpose of this section, the following shall apply:

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

Section 11 Recall Procedure

- a) In the event of a layoff not exceeding a period of one year, the Board agrees to recall, after the completion of the posting procedure contained in Article 21, Section 2, employees affected by such layoffs in order of their seniority provided they have suitable qualifications. New employees shall not be hired until those laid off have been given an opportunity of recall.
- b) Where a temporarily laid off employee is subsequently re-employed, the employee shall be credited with previous service for the purpose of determining length of service for vacations and other benefits based on length of service.
- c) A laid off employee who elects to be placed on the recall list and who works in casual, substitute or temporary assignments, shall have that period of recall extended by an equivalent number of working days.

e) an employee may apply for promotion at any time.

Section 16 Position Schedule Change -10 Month or 12 Month

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

- i) remaining in the position on the new schedule, or
- ii) applying seniority to transfer to a comparable position at the same pay grade at the employee's existing working schedule.

If a comparable position is not available the transfer may be delayed for up to twelve months. At this time an employee whose position is being changed from a twelve (12) month schedule to a ten (10) month schedule shall have the option of accepting the ten (10) month schedule or to be treated as having been laid off. Where the incumbent chooses alternative ii) the position shall be posted in accordance with Article 21, Section 2 (Bulletins).

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

- b) Where disciplinary action is to take place, the employee will be so advised and shall be accompanied by a representative designated by the Union.
- c) Whenever the conduct or the work standards of an employee is of such a nature to warrant disciplinary action, or a warning of disciplinary action or an adverse report, the Board shall notify the employee of its dissatisfaction in writing, with copies to the Secretary of the Union and the appropriate Shop Steward. The employee shall have the right to request a meeting with his immediate supervisor and shop steward to discuss the Board's dissatisfaction. The employee's written reply, if any, shall become part of the employee's record.
- d) In cases of discipline and discharge, the burden of proof of just cause shall rest with the Board.
- e) In the event that an employee is proven to have been wrongfully dismissed or suspended the employee shall be reimbursed by the payment of the wages or salary plus all benefits the employee would have otherwise received but for the wrongful dismissal or suspension.
- f) Any record of reprimand or warning will be maintained on the employee's file for a period of thirty (30) months after which it will be destroyed.

Section 5 Summer Layoff, 10 Month Employees

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

Section 6 Retirement

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

Section 7 Access to Personnel File

An employee shall have the right upon written request and at a time convenient to the Personnel Department to have access to and review the employee's personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.

**ARTICLE 23
GENERAL PROVISIONS**

Section 1 Business Agent

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

Section 2 Travel Allowance

Where authorized to use their private automobiles on School Board business, employees will be reimbursed as follows:

a) Less than 10 kilometres per day:

23 cents per kilometre plus \$2.00 per day

10 kilometres or more per day:

45 cents per kilometre

b) Accident Reimbursement

The Board agrees to reimburse an employee who is authorized to use his/her own vehicle for Board business and whose vehicle is rated for pleasure use, or driving to work, for any premium increase assessed by the ICBC or any other vehicle insurance carrier as the result of an accident during such business use, provided that the driving of the employee does not constitute:

i) gross negligence, or

ii) a breach of the employee's insurance coverage.

c) **Vandalism to Employees' Vehicles**

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

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

d) **Business Car Insurance**

The Board will pay employees who are required to use their personal vehicles on Board business the difference in insurance premium cost between coverage for "To and From Work" and "Business" coverage where such employees are not covered by the Board's business insurance coverage and where there is an increased cost to the employee.

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

- b) The Board will give to the Union in writing at least ninety (90) days notice of any intended technological change that:
 - i) affects the terms and conditions, or security, of employment of a number of regular employees to whom this Agreement applies; or
 - ii) alters the basis upon which this Agreement was negotiated.
- c) In the event that the employer should introduce a technological change which require new or greater skills than are possessed by the current incumbents, the affected employees shall at the expense of the employer, be given a period of time not to exceed six (6) months (or such longer period as may be agreed to by the Board and the Union) during which to acquire the skills necessary for the new methods of operation. Where a different rate is established for the job, the new rate shall become effective upon completion of the training period.
- d) Any disputes arising in relation to adjustment to technological change shall be discussed between the representatives of the two parties to this Agreement, without stoppage of work.
- e) If any disputes cannot be settled by direct negotiations, either party may refer the matter directly to an Arbitration Board constituted under Article 4 of this Agreement, by-passing all other steps in the grievance procedure.

Section 6 **Video Display Terminals - VDTs**

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

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

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

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

- c) Employees working on VDTs may request an examination during working hours to establish the condition of the eyes. Employees may have further tests conducted not more than every 12 months. The Board will pay for such examinations if the cost is not covered elsewhere upon referral from their Doctor that the work is potentially harmful to their vision.

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

Section 11 Courses

- a) The Board will reimburse employees who have been on staff for twelve (12) months the following proportion of fees for job-related courses:
- | | |
|----------------------------|-------------------|
| on registration | 50% of course fee |
| on satisfactory completion | 50% of course fee |
- for a total of 100% if course satisfactorily completed.

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

- b) Courses to which an employee is sent or requested to attend by the Board shall be paid for by the Board.
- c) Employees who are directed by the Board to attend an out of town/overnight training course shall not suffer loss of pay and shall be reimbursed for out of pocket expenses in accordance with current practice at rates set out in **Board Policy**.

Section 12 Paid Educational Leave Trust Fund

- a) PURPOSE OF FUND

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

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

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

- b) FUNDING

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

Richmond School Board - \$2.91 per regular employee per quarter
C.U.P.E., Local 716 - \$2.91 per regular employee per quarter

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

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

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

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

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

Definitions

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

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

b) The definition of sexual harassment shall include:

- i) any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii) an implied promise of reward for complying with a request of a sexual nature; or
- iv) a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

b) Custodial Workload

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

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

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

Section 16 Merger/Amalgamation

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

Section 17 Health & Safety

a) Co-operation on Safety

The parties mutually agree to co-operate in developing rules and practices relating to employee Health and Safety.

b) Health & Safety Committee

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

c) Right to Refuse

i) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

ii) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection i) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.

iii) A supervisor or employer receiving a report made under subsection ii) must immediately investigate the matter and

- Ensure that any unsafe condition is remedied without delay or

No employee shall be disciplined for bringing to the attention of a supervisor any unsafe practice or condition that may be detrimental or pose a hazard to other employees, students or the public in general.

- f) The Board shall provide training in lifting of students and training in the use of appropriate mechanical lifting devices as may be required to effect lifting of students in a manner which reduces the risk of musculoskeletal injury to staff.
- g) Violence
The Board and the Union recognize the right of employees to work in an environment free of violence.

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

Definitions

Violence is defined as:

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

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

Injury is defined as:

Meaning 'harm or hurt'. Thus an incident may be considered 'violent' even if any injury suffered is slight or does not require medical attention.

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

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

- ii) Notification of Physical Risk
 - The employer shall notify staff who may be at risk of violence and will reduce the risk through the provision or training, alteration or

- shall meet to discuss the nature of the emergency and plans to eliminate the unsafe conditions.
- iv) The Superintendent or designate shall consult with the President of the Union or designate prior to resuming normal operations at the work site.
 - v) The Superintendent or designate, in consultation with the Union's representatives to the Health and Safety Committee, shall continue to monitor the building conditions for a minimum or sixty (60) days.
 - vi) In the event that the Board closes a workplace or a section of a workplace because the workplace or sections of it are deemed to be unsafe or potentially unsafe to occupy, or emergency action is required to correct a condition which constitutes an immediate threat to workers only those qualified and properly instructed workers necessary to correct the unsafe condition shall be allowed to enter the site, and every possible effort must be made to minimize the hazard while work is being done.
- j) **Procedures in the Case of an Earthquake**
The Board shall develop directives and provide advice regarding earthquake preparedness in accordance with Regulation 504.9 and 504.10-R. Earthquake drills will be held in worksites as directed by the Superintendent of Schools or designate.
- k) **Hearing Tests**
The Board shall maintain a program for annual hearing tests for employees who are engaged in work that potentially could cause hearing loss.

Section 18 Indemnification Clause

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

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

The Board shall reimburse an employee for reasonable expenses incurred if criminal proceedings arise from any acts or omissions which occurred

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

during or arose out of the performance of his/her duties, including a duty imposed by statute, provided the employee is not convicted of the criminal offence.

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

- b) the employee is acquitted of criminal charges in relation to the accusations and the arbitrator considering the discipline or dismissal of the employee finds the accusations to be false and finds that no disciplinary action is appropriate, the employee shall be entitled to assistance from the Board as provided in this Section.
- i) The employee and the employee's family shall be entitled to reasonable specialist counselling and/or medical assistance to deal with the negative affects of the allegations as recommended by a medical professional or if the President of the Union and the Superintendent of Schools (or their designates) determine counselling/assistance is necessary.
 - ii) The employee shall be assisted by the Board in assuring a successful return to duties; including any necessary leave with pay, first priority for reassignment to a vacant position for which the employee is qualified (if requested by the employee), and provision of factual information to parents by the Board (if requested by the employee).

Section 2 Exclusions

It is mutually agreed the positions of Director - Maintenance & Operations, Manager – Maintenance & Operations, Maintenance Manager – Natural Resources, Assistant Manager - Operations, Assistant Manager – Maintenance, Assistant Manager – Transportation & Stores will be excluded from the bargaining unit provided however, that in filling these positions, the provision of Article 21, Section 6 shall apply.

**APPENDIX A
SUPPLEMENTARY VACATIONS**

Explanation of Following Table

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

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

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

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

*Entitlement in working days is based upon a five-day work week.

**APPENDIX B
APPRENTICESHIP REGULATIONS**

- 1) This clause shall apply to apprentices who enter into a contract with the Board under the provisions of the Apprenticeship and Tradesmen's Qualification Act.
- 2) Every apprentice shall be bound by all the provisions of the Collective Agreement between the Board and the Union prevailing from time to time.
- 3) This clause and the contracts of apprenticeship entered into pursuant to this Agreement shall be governed by the provisions of the Apprenticeship and Tradesmen's Qualification Act.
- 4) An apprentice shall be paid the regular rate of pay while attending full time courses requiring five or more hours of instruction per day set by a training authority established under the Apprenticeship and Tradesmen's Qualification Act during each year of apprenticeship. This payment shall be made for only one course of apprenticeship completion and certification. No payment shall be made to an apprentice for repetition of a course occasioned by his/her failure to pass an examination.
- 5) Where an apprentice is absent from work by reasons of sickness or injury, the Board shall extend the term of such apprentice's contract but such extension shall not exceed six (6) months in duration without the approval of the Secretary-Treasurer of the Board.
- 6) Any apprentice failing an examination conducted under the direction of the Director of Apprenticeship and Industrial Training shall be permitted to repeat the examination once only at the next available examination period. Should the second examination be failed, the apprentice's contract shall be terminated.
- 7) Every apprentice who has obtained a certificate of proficiency or a certificate of apprenticeship in his/her designated trade under the Act for whom no journeyman's position is immediately open in the School District shall, if the Board deems work is available, be retained on staff for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in his/her contract of apprenticeship; and after the expiration of the said six (6) months period, the Board shall have no obligation to continue his/her employment.
- 8) All vacancies for apprentice positions shall be posted in accordance with the provisions of the Collective Agreement.
- 9) An employee who was on staff as of the signing of this contract who enters into a contract of apprenticeship with the Board shall be paid during the term of such contract:
 - a) his/her regular rate of pay as of the date of his/her contract of apprenticeship (without any further wage increases during the term of his/her contract of apprenticeship); or

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

- 20) The apprentice's hours of work shall be the same as those of the journeyman, but in no case shall overtime be worked by the apprentice on days the apprentice is scheduled to attend school.
- 21) Apprentices shall be paid overtime rates in accordance with the overtime provisions contained in the current Collective Agreement and based on the apprentice's regular rate of pay.
- 22) It is recognized that some unforeseen problems may arise in respect to this first Apprenticeship program, therefore, it is agreed that such problems shall be discussed between the Union and the Board with a view to the settlement of the problems to the mutual satisfaction of both parties.
- 23) The ratio of apprentices to journeymen shall not exceed one apprentice to four journeymen.
- 24) In the event that an apprentice is required to attend classes during his/her normal working hours, the employee shall be paid his/her full rate of pay at the regular hourly rate. This clause shall not apply to night school programs. No payment shall be made for repeating a course.
- 25) Remuneration shall be in accordance with the provisions set down in the Apprenticeship and Tradesmen's Qualification Act.

APPRENTICE SALARY SCHEDULE

	2 years	3 years	4 years
First six months	50%	50%	50%
2nd six months	60%	55%	55%
3rd six months	75%	65%	60%
4th six months	90%	70%	65%
5th six months		80%	70%
6th six months		90%	75%
7th six months			80%
8th six months			90%

Order in Council - December 4, 1974

2006-10 CUPE/RSR COLLECTIVE AGREEMENT

APPENDIX D

*School District No. 38 (Richmond) and CUPE Local 716
Pay Equity / Gender Neutral Job Evaluation Maintenance Agreement
July 13, 1999*

PAY EQUITY/GENDER NEUTRAL JOB EVALUATION MAINTENANCE AGREEMENT

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

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

a) Joint Job Evaluation Committee

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

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

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

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

c) Joint Job Evaluation Committee Decisions

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

2006-10 CUPE/RSR COLLECTIVE AGREEMENT

- ii) Upon receipt of a completed Job Evaluation Questionnaire, the J.J.E.C. shall proceed to review the position. Where further information is required, interviews shall be held with employee(s) and/or supervisors and/or visits to the work site. Based on all information, the J.J.E.C. shall update the Job Description as necessary. The J.J.E.C. shall normally have thirty (30) working days to complete a Job Evaluation Review after receipt of the completed Job Evaluation Questionnaire.
- iii) Where the Job Description has been changed, the J.J.E.C. shall meet to rate each sub-factor, and to establish a new Rating for the position and advise the incumbent(s), the Board and the Union of its decision.
- iv) The rating of the position shall determine the pay rate for the position. If there is less than fifteen (15) point change in the revised rating for the position, the pay rate will remain as in the Collective Agreement.
- v) If there is a fifteen (15) point or greater change in the revised rating for a position, the pay rate shall be determined by the following formula:
- vi) Adjust the Collective Agreement pay rate for the position by an amount equal to the point change multiplied by the cents per hour (3 cents) adjustment resulting from the original calculation of the male regression line.
- vii) In no circumstances may an inequity identified in the initial pay equity review be re-established.
- viii) When the review is complete, the J.J.E.C. shall provide the Board, the Union and the incumbent(s) a copy of the Job Description, Rating and/or new pay rate. Both parties should respond with their acceptance within thirty (30) working days. No response to the J.J.E.C. within thirty (30) working days, from the Board or the Union shall indicate acceptance of the J.J.E.C.'s review results.
- ix) If the Board or Union are not able to agree on the Job Description, Rating or Pay rate, the matter shall be referred to an Appeal Review.

f) Job Evaluation Review for Male Dominated Positions

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

The incumbent(s)/Union or the Board/supervisor may request a Job Evaluation Review by completing and submitting a Job Evaluation Review Request Form to the J.J.E.C. The date that the completed Job Evaluation Review Request Form is received by the J.J.E.C. is the date that any retroactivity shall be implemented. The J.J.E.C. shall provide the Job Evaluation Questionnaire to the incumbent(s) so that their portion of the Questionnaire can be completed and returned to the J.J.E.C. within thirty (30) calendar days. If this time limit is not met, it will be assumed that the

2006-10 CUPE/RSR COLLECTIVE AGREEMENT

from the Board or the Union shall indicate acceptance of the J.J.E.C's review results.

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

g) Appeal Review

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

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

h) Arbitration

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

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

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

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

The Arbitrator's fees and expenses shall be borne equally between the parties.

LETTER OF UNDERSTANDING

re: Work Experience/Job Shadowing/Career Preparation

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

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

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

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

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

Criteria:

- 1) Students of Work Experience will not replace or displace any regular, temporary, part-time or casual employee. Work Experience students shall not be used to supplement the work force. The assignment of a student to a Work Experience placement shall not result in the lay-off of any regular, temporary, part-time or casual employees.
- 2) At no time will a student be placed or continue in a workplace during a strike or lockout. If a strike or lockout arises during a Work Experience placement, the Board will notify the educational supervisor and the placement shall be suspended. No student on a Work Experience placement shall have cause to cross any picket line honoured by CUPE Local 716.
- 3) Employee participation in a Work Experience placement shall be voluntary. The employee who is assigned to supervise a student on a Work Experience placement will be provided adequate time with the student without penalty or threat of discipline.
- 4) The indemnification clause in the Collective Agreement shall apply to all employees participating in a Work Experience placement.
- 5) On commencement of a Work Experience placement, the Board shall provide students with general and job-specific training in the safe performance of their duties. Appropriate safety equipment shall be provided and/or identified prior to the commencement of a Work Experience placement.
- 6) By Order-In-Council, the students, for the purpose of the Workers' Compensation Act are deemed to be "workers" of the Government of the Province of British Columbia. A copy of the Standard Work-Site Agreement is attached.

2006-10 CUPE/RSR COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

re: New Positions

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

Signed this 14th day of March, 2000:

For the School District:

For CUPE Local 716:

original signed
S. Morgan
Supervisor – Non-Teaching Personnel

original signed _____
L. Barnes
President

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

- 10) If the incumbent full-time employee resigns or is reassigned during the tenure of a job sharing arrangement, the sharing arrangement will be canceled and the original full-time position will be posted.
- 11) Should the incumbent full-time employee need to discontinue the job sharing arrangement due to a significant change in his/her personal circumstances, the position will revert to full-time and the second incumbent will return to his/her original position.
- 12) When the term of the job sharing arrangement expires, both incumbents will revert to their original positions.

Signed this 15th day of March, 2000:

For the School District:

For CUPE Local 716:

<i>original signed</i>	<i>original signed</i>
S. Morgan	L. Barnes
Supervisor – Non-Teaching Personnel	President

LETTER OF UNDERSTANDING

re: Professional Development /Inservice

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

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

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

Signed the 25th day of March 2000:

For the School District:

For C.U.P.E. Local 716:

original signed
S. Morgan
Supervisor – Non-Teaching Personnel

original signed
L. Barnes
President

2006-10 CUPE/RSR COLLECTIVE AGREEMENT

- vi) Institutions requesting practicum placements shall provide appropriate Workers' Compensation Board coverage for practicum students while placed in the District.
- vii) The student on a practicum placement will be supervised by the employee(s) whose job(s) he/she is learning. At the end of a practicum placement, the student's workplace supervising employee/mentor may be requested to provide input into the evaluation of the student worker's performance of his/her duties.
- viii) The hours of work of a student on practicum placement shall be within those of the participating CUPE employee(s).
- ix) Practicum students will be instructed on the importance of respecting confidential information and will not be placed in assignments where they will have unsupervised access to confidential student or employee records.
- x) Upon commencement of a practicum placement, the Union will supply an information package to the student.
- xi) Practicum placements shall not exceed the agreed duration.

Signed this 25th day of March, 2000:

For the School District:

For CUPE Local 716:

original signed
S. Morgan
Supervisor – Non-Teaching Personnel

original signed
L. Barnes
President

2006-10 CUPE/RSR COLLECTIVE AGREEMENT

MEMORANDUM OF AGREEMENT

Re: Implementation of the Four-Hour Minimum Work Day

Applicable to Bus Drivers and Bus Attendants in the Transportation Department

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

Bus Drivers:

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

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

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

Applicable to Rental Custodians

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

Signed this 4th day of April 2002

for School District No. 38 (Richmond):

For CUPE local 716:

original signed
Scott Morgan
Supervisor – Non-Teaching Personnel

original signed
Peter Charles
President

2006-10 CUPE/RSR COLLECTIVE AGREEMENT

Vacation carried over but not used by June 30th of the following school year, will be paid out at the rate of pay effective in the month of June in the year the vacation was earned.

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

Signed this 10th day of May, 2005:

For the School District:

For CUPE Local 716

original signed
S. Morgan
Supervisor – Non-Teaching Personnel

original signed
J. Kaiser
President

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

Dated at Richmond this 4th day of May, 2005:

For the School District:

For CUPE Local 716

original signed

S. Morgan
Supervisor – Non-Teaching Personnel

original signed _____
P. Charles
President

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

re: Religious Leave

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

Signed the 30th day of May 2006:

For the School District:

For C.U.P.E. Local 716:

original signed
S. Morgan
Supervisor – Non-Teaching Personnel

original signed
J. Kaiser
President

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

Salary Schedule "B"

Clallitkati9111 Job Tide	July 1, 2006		July 1, 2007		July 1, 2008		July 1, 2009	
	Hourly Rate		Hourly Rate		Hourly Rate		Hourly Rate	
Students Employed at DRC	1	\$17.69		\$18.04		\$18.77		
App. Cabods Develop Per/Patatiase	1	\$30.60		\$31.21		\$30.73		
Assistant Pl*0-51 On/Pl*0-51	2	\$28.96		\$29.54		\$29.38		
Budding Service Worker - Carpet Cleaner	2	\$19.21		\$19.59		\$20.52		
Budding Service Worker - Site Preparation **	2	\$19.38		\$19.77		\$20.11		
budding 51? Yke v. erke. Cl - Janitor	2	\$19.38		\$19.77		\$20.11		
Building Service Worker II - Sr. Janitor (Elena)	2	\$19.38		\$19.77		\$20.11		
Building Se. Aix Worker III - quitiudian	2	\$19.38		\$19.77		\$20.11		
Nvdi1951_eryicg Worker III - F-T ROO Janitor	2	\$39.38		\$39.77		\$40.11		
Building Service Worker IA - sr. Jan. (Sec.)	2	\$19.38		\$19.77		\$20.11		
Budding Service Worker IV - Assistant Engineer	2	\$19.95		\$20.35		\$20.39		
Bvdi Service Worker IV - En*neer	2	\$19.95		\$20.35		\$20.39		
Buildin* Ledino Ost	2	\$24.58		\$25.07		\$25.18		
Bus Driver	2	\$21.86		\$22.74		\$22.88		
Bus Driver en/PlsPalcher **	2	\$19.60		\$20.74		\$20.50		
Bus Driver - Janitor	2	\$19.60		\$20.74		\$20.50		
C-PMPLA#5 systems Technologist I **	2	\$24.58		\$25.07		\$25.18		
Computer Systems Technologist I **	2	\$24.58		\$25.07		\$25.18		
plAtrct Courier	2	\$21.86		\$22.74		\$22.88		
Delivery Driver	2	\$19.07		\$19.39		\$19.85		
Food Se/Lce\$ Cook	2	\$73.99		\$72.45		\$70.91		
Furniture Repairman	2	\$127.18		\$122.34		\$119.45		
Ground, \$+ m, e Worker	2	\$127.18		\$122.34		\$119.45		
Fla* h/le P\$irAter	2	\$127.18		\$122.34		\$119.45		
mechanical Suppott Technidan **	2	\$127.18		\$122.34		\$119.45		
Operations Foreman	2	\$127.18		\$122.34		\$119.45		
shlcr Grounds -u-v, ice Worker	2	\$122.25		\$122.72		\$123.15		
Senior Storekeeper	2	\$18.87		\$22.70		\$22.70		
Storekeeper - Pl\$Oigt_Nefigurce Centre	2	\$18.87		\$22.70		\$22.70		
Storekeeper - Receiver	2	\$21.03		\$19.25		\$26.54		
Storekeeper	2	\$21.03		\$19.25		\$26.54		
Trades Foreperson	2	\$28.65		\$21.45		\$26.68		
Tradesman - with B.C. Gov't Cat.	2	\$26.65		\$26.02		\$26.16		
notes	1 - hi-weekly pay based on 35 hours per week 2 = bi-weekly pay based on 40 hours per week 3 - hi-weekly pay based on 30 hours per week							
** Tentative rate of pay pending determination of a final rate through the job evaluation process.								
ALLOWANCES	July 1, 2006		July 1, 2007		July 1, 2008		July 1, 2009	
	Hourly	Bi-weekly	Hourly	Bi-weekly	Hourly	Bi-weekly	Hourly	Bi-weekly
Maintenance	\$ 0.68		\$ 0.69		\$ 0.70		\$ 0.71	
Spray Painters' premium		\$ 114.53		\$ 116.82		\$ 119.16		\$ 121.54
Head Tradesman's Allowance						\$ 100.00		\$ 100.00
Standby Allowance							\$ 1.62	
HVAC "A" Ticket or Electrical FSR Allowance		\$ 100.00		\$ 8.07		\$ 8.23		\$
Operations	\$ 1.53		\$ 1.56		\$ 1.59		\$ 1.62	
FrCtneer\$ Eer Malt5PPerYisoc's Allowance				\$ 19.66		\$ 29.05		\$ 8.39
Custodian 18 Rooms +		\$ 7.91		\$ 11.63		\$ 11.06		\$ 20.45
50 v. Janitor								
Casual Staff	July 1, 2006		July 1, 2007		July 1, 2008		July 1, 2009	
Rental Custodian	Hourly		Hourly		Hourly		Hourly	
basic rate	\$ 18.70		\$ 19.07		\$ 19.45		\$ 19.84	
vacation pay	\$ 0.75		\$ 0.76		\$ 0.78		\$ 0.79	
hourly rate	\$ 19.45		\$ 19.83		\$ 20.23		\$ 20.63	
Substitute Janitor	Hourly		Hourly		Hourly		Hourly	
_basic	\$ 18.70		\$ 19.07		\$ 19.45		\$ 19.84	
vacation pay	\$ 1.31		\$ 1.33		\$ 1.36		\$ 1.39	
hourly rate	\$ 20.76		\$ 21.16		\$ 21.59		\$ 22.02	
sick leave	\$ 79.79		\$ 20.70		\$ 21.11		\$ 21.53	
hourly rate	\$ 0.81		\$ 0.83		\$ 0.84		\$ 0.86	
Substitute Bus Driver	\$ 22.52		\$ 22.98		\$ 23.43		\$ 23.90	
Note: The hourly rate listed for Casual staff is the rate paid for actual hours worked and includes an allowance for Statutory Holidays.								

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

Collective Agreement & Addenda	4
Committees and Meetings	6
Communicable Disease Protection	74
Community Service/Charitable Organization	48
Compliance with Health & Safety Legislation	70
Confirmation	10
Contracting Out	54
Correction of Unsafe Conditions	70
Courses	65
Court Duty	47
Custodial Workload	68
Death Benefit	33
Declining Enrollment	60
Definition of Seniority	51
Definition of Ten (10) Month Employees	21
Definition of Termination of Service	58
Definitions of Employees	9
Definitions of Positions	76
Definitions of Promotion, Demotion etc.	49
Demotion (Definition)	49
Dental Plan	33
Differential (Applicable To Operations Staff)	16
Disabled Employee's Preference	64
Disciplinary Action/Adverse Report	58
Discrimination, No	3
Dues (Deduct)	3
Dues (Remit)	4
Duty to Accommodate	64
EAP	39
Education Leave	46
EI	36
Emergency Leave, Family	47
Employee and Family Assistance Program	39
Employee Benefits	32
Employment Insurance	36
Employment, Termination Of Service, Dismissal & Temporary Layoffs	58
Examination, Physical	62
Extended Health Benefits	32
Extended Unpaid Sick Leave	42
Extension of Time Limits	8
Falsely Accused Non-Teaching Staff, Assistance to	74
Family Emergency Leave	47
Family Sick Leave	34
First Aid	74
Four Hour Minimum	25
Funerals	47

2006-10 CUPE/RSB COLLECTIVE AGREEMENT

Medical Certificates	34
Medical Plan	32
Medication, Administration of	74
Membership, Union	4
Memo of Agreement re: Implementation of 4 Hour Minimum Work Day – Trans.	101
Merger/Amalgamation	69
Metric Conversion	38
Negotiating Committee, Board's	6
Negotiating Committee, Union	6
New Employees	4
New Employees on Probation	58
New Year's Eve Day	24
No Discrimination	3
Non-Sexist Environment	74
Notice of Meetings	6
Officials, Union	4
Orientation (New Employees)	4
Other Allowances and Coverage	38
Overtime (Applicable To Clerical Staff)	13
Overtime (Applicable To Maintenance Staff)	15
Overtime (Applicable To Operations Staff)	16
Overtime (Equalization of)	22
Overtime (Voluntary)	22
Overtime, Time off in Lieu of	22
Paid Educational Leave Trust Fund	65
Para-Educator Supervision	74
Parental Leave	43
Pay Periods	12
Payment of Salaries (Applicable To Ten (10) Month Employees)	21
Personal Harassment	66
Personnel File, Access to	60
Physical Examination	62
Picket Line	4
Position Schedule Change	57
Preamble	1
Present Conditions and Benefits	2
Probation	58
Probation, Promotion During	56
Probationary Employee (Definition)	10
Promotion (Definition)	49
Promotion During Probation	56
Promotions, Demotions, Reclassifications & Layoffs	49
Protective Clothing	36
Public Office	48
Race Relations	68
Recall Procedure	55

Ten Month Year - Library Technicians	13
Ten Month Year (Applicable To Clerical Staff)	13
Ten Month Year (Applicable To Para-Educators)	20
Term of Agreement	2
Termination Pay	35
Time off In Lieu of Overtime	22
Transfer (Definition)	49
Transfers	56
Travel Allowance	61
Traveling Time	24
Trial Period	56
Union Business	41
Union Counselling Program	39
Union Membership	4
Union Negotiating Committee	6
Union Officials	4
Union Security	3
Vacation (Sickness During)	28
Vacation Carry Over Applicable To Ten (10) Month Employees	30
Vacation Credit for Prior Service	28
Vacation Period Applicable To Maintenance Staff	29
Vacation Period Applicable To Ten (10) Month Employees	30
Vacation Period Applicable To Twelve (12) Month Clerical Staff	29
Vacation Period Applicable To Twelve (12) Month Operations Staff	29
Vacations (Length of Paid ...)	27
Vandalism to Employees' Vehicles	61
VDT's	63
Vehicle Vandalism	61
Video Display Terminals (VDTs)	63
Violence in the Workplace	71
Volunteers (Job Security)	54
Work at Home	24
Work Experience, Job Shadowing, etc. - Letter of Understanding	91
Work Prior to Normal Hours	22
Work Week	12
Working Days Applicable To Ten (10) Month Employees	21
Workload	69
WorkSafeBC Cases	36
Written Request (for Leave of Absence)	48