



COLLECTIVE AGREEMENT

BETWEEN

**The Board of
School Trustees of
School District No. 43
(Coquitlam)**

AND

**Canadian Union of Public Employees
Local 561**

July 1, 2006 to June 30, 2010

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ARTICLE 1: COLLECTIVE AGREEMENT

This Agreement ratified the 2nd day of June in the year of our Lord, Two Thousand and six (2006).

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 43 (COQUITLAM)**

(hereinafter called the "Board")

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 561

(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS, it is the desire of both parties to this Agreement to maintain the existing harmonious relationship between the Board and the Employees to recognize the mutual value of joint discussion and negotiations on all matters pertaining to the well-being, morale and security of those employees included in the bargaining unit.

AND WHEREAS, it is the desire of both parties to this Agreement that the schools be operated in a manner so as to give the maximum in public service and the best educational opportunity to the people resident in the School District.

AND WHEREAS, the Board recognizes the Canadian Union of Public Employees and its Local 561 as the sole and exclusive collective bargaining agency for all its employees save and except:

Secretary-Treasurer
Director of Human Resources
Director of Facilities Services
Director of Financial Services
Director Corporate and Property Services
Director of Continuing Education
Director of Purchasing Services
Manager of Business Affairs – International Education
Manager of Corporate Services
Manager of Financial Services – Accounting and Pension
Manager of Financial Services – Accounting
Manager of Payroll
Manager of Information Services
Manager of Custodial Services
Manager of Human Resources
Manager of Maintenance
Manager of Projects
Manager of Resource Conservation
Purchasing Agent
Executive Assistant to Secretary-Treasurer
Executive Assistant to Superintendent
Executive Assistant to Director of Human Resources
Food Service Co-ordinator
Systems Co-ordinator
Communications Co-ordinator
Assistant Administrator - Continuing Education
Health, Safety & Environment Officer
Financial Services Accountant

Employees of the School Board specifically excluded by the School Act and employed as teachers.
Any employees who by a ruling of the Labour Relations Board are not employees within the meaning of the Labour Code of the British Columbia Labour Act or through and by mutual consent of both parties.

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

1.1 Duration of Agreement

This Agreement shall come into effect on July 1st, 2006, and remain in effect until June 30th, 2010, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement by written notice to require the other party to commence collective bargaining. If notice is not given by either party ninety (90) days or more before the expiry of the agreement then both parties are deemed to have given notice (Section 46 (4) of the Labour Code).

If notice to commence collective bargaining has been given on the term of a collective agreement that was in force between the parties has expired, the employer or the union must not, except with the consent of the other, alter any term or condition of employment until:

- a) a strike or lockout has commenced;
- b) a new collective agreement has been negotiated; or
- c) the right of the trade union to represent the employees in the bargaining unit has been terminated.

1.2 Committees

- A. The Board shall appoint five (5) representatives to be known as the "Board Committee".
- B. The Union shall name a "Union Committee" composed of five employees plus the National Representative.
- C. It is agreed that each party shall notify the other, in writing, of the persons who are members of their respective Committees.
- D. The Board Committee and the "Union Committee" shall from time to time negotiate with a view to reaching speedy settlement on all matters arising in the future relating to rates of pay, hours of work, or other working conditions, including any grievances or complaints concerning the promotion, discharge or hiring of the said employees.

The first meeting held to negotiate a new collective agreement or revision to this Agreement shall be held between the Union Committee and the Board of School Trustees. At this meeting the Board Committee will provide the Union with a copy of proposed changes to the Agreement and the Union will explain their proposed changes to the Board.

- E. In the event either party wishes to call a joint meeting of the Committees herein to be referred, the CHAIR of the School Board shall call the same for a suitable time not more than ten (10) days after receipt of a request by him or her from the party requesting such meeting.
- F. Any member of the Union Committee in the employ of the Board shall have the privilege of attending such meetings without loss of remuneration.

1.3 District Joint Consultation Committee

- A. A District Joint Consultation Committee shall be established for the purpose of consulting regularly about issues relating to the workplace that affect the parties or of any employee bound by the agreement, for promoting cooperative resolution of workplace issues, fostering the development of work related skills and for promoting workplace productivity.
- B. The committee shall not have authority to adjust the terms of the collective agreement nor offer interpretations regarding sections of this agreement which may be in dispute.
- C. The committee shall consist of five (5) representatives from each side. The committee shall develop a regular meeting schedule with the Chair of the committee alternating between the Board and the Union from meeting to meeting.

1.4 No Other Agreements

No employee shall be required or permitted to make a verbal or written agreement with the employer or his or her representative which may conflict with the terms of this collective agreement.

ARTICLE 2: UNION RECOGNITION

2.1 Union Membership

All employees covered by this Agreement shall become and remain members in good standing in the Union, according to the Constitution and By-laws of the Union, not later than one (1) month after commencing employment with the Board.

2.2 Union Dues and Assessments

Union dues and assessments shall be paid by all employees except student lab assistants.

Deductions will be forwarded in one (1) cheque to the Treasurer of the Union, not later than the tenth day of the following month for which the dues, initiation fees and/or assessments were levied. The Board will pay the Union interest at the rate of 2% per month or a fraction of a month, for any delay in remitting the cheque.

The Board agrees to provide with the cheque, a report consisting of the names of employees from whose wages the deductions were made, whether full-time or part-time and the number of hours worked, and the gross earnings for the month.

The Board further agrees to provide by January 31, each year, a report consisting of the names of employees, their gender, classification, and current addresses as at December 31, the preceding year.

The Board will consider and where practicable provide the Union with additional information, if so requested.

2.3 Posting Procedure

- A. Except as provided in Article 7.9 B.2., in situations where the hours of a position increase or, because of a formula the employee's position is changed and the value of the job increases, the positions shall be posted.
- B. It is agreed that before filling any position on the permanent staff of the Board notice thereof will be posted in the Board Offices and in such other places that will be easily accessible to all employees, for a period of five (5) working days before the position is filled.
- C. Such notices shall contain information relating to the nature of the position, a description of the main duties, the qualifications, whether day, evening or night shift, location and salary rate or salary range.
- D. In making application for a posted position which requires certification/documentation, employees should attach the certification/documentation to the application. In the event the employee does not have possession of the certification/documentation they must produce the certification/documentation to the employer within forty-eight (48) hours of being offered the position applied for except in exceptional circumstances.
- E. Upon being offered a posted position an employee shall have twenty-four (24) hours in which to accept or reject the offer. It is understood that if an offer is made on a Friday the employee has until the following Monday to reply.
- F. The Union shall be advised in writing of the name(s) of the successful applicant(s) within three (3) days of his/her official appointment to the position.
- G. The Board shall also advise employee applicants for a job vacancy of the name of the successful applicant.
- H. The successful applicant shall assume the duties of the position within a reasonable length of time, normally within fourteen (14) working days of the effective date listed in the posting. Should the employer delay this transfer further than the fourteen (14) days after award of the position, the employee shall receive additional corresponding pay and benefits.
- I. First preference for posted positions shall go to current regular employees with seniority. Second preference shall go to qualified casual employees with bidding rights (as per Article 7.3 C).
- J. Qualified regular employees and casual employees with bidding rights shall not have to compete with outside applicants. Casual employees who have not attained bidding rights may apply for posted positions and will be considered as outside applicants.
- K. No outside applicants will be interviewed until applications from current employees with bidding rights have been processed.

2.4 Temporary Positions and Vacancies

A. Temporary Positions

1. A temporary position is defined as one (1) created to fill a specific work requirement that is anticipated to be of limited duration not to exceed twelve (12) consecutive months. Temporary positions in excess of sixty (60) working days will be posted.
2. If the work requirements of this position exceed twelve (12) consecutive months, the Board may extend this position for a period not to exceed six (6) calendar months with the written agreement of the union, provided that the Board declares this position to be a permanent position at the end of the six (6) months when it shall post the position as such.
3. No temporary position will be refilled within two (2) months unless mutually agreed to by the parties or in the case of an emergency such as fire or severe weather.

B. Temporary Vacancies

Temporary vacancies arising from a leave of absence, illness or pregnancy in excess of sixty (60) working days will be posted. Temporary postings arising under this Article 2.4 B shall not have a defined end date but will end on the return of the absent employee.

- C. Permanent employees may bid on temporary positions provided that the employee and the Board arrive at a mutually acceptable period in which the employee may take his/her vacation entitlement. On expiration of the term of the position or vacancy the employee will revert to his or her former position which will have been filled by either a casual or permanent employee as determined by the employer.

- D. In the backfilling of temporary vacancies, the following procedure shall be used:

1. Human Resources shall provide a list of the three (3) most senior, capable, casual employees who have attained bidding rights (90 shifts completed) to the appropriate supervisor.
2. The supervisor shall backfill from amongst the three (3) referred candidates.
3. Should no casual accept, the supervisor shall backfill from amongst the next three (3) most senior casuals.
4. Should none of these six (6) casuals accept, then the selection rests with the employer.

- E. The provisions of Article 7.5 on transfer and promotion shall apply save and except the trial period.

- F. The provisions of Article 2.3 shall apply as to the procedure to be followed in temporary postings.

- G. In the case of Grounds Work which may require a student's service for up to four (4) months, the above provisions are waived.

2.5 Shop Stewards/Local Union Officers

- A. The Board recognizes the Union's right to select stewards/local union officers to represent employees. The Union agrees to provide the Board with a list of the employees designated as stewards/local union officers.

- B. The Board agrees that such representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. Permission to leave work during working hours for such purposes shall first be obtained from the Human Resources Department and, second the steward/local union officer shall advise his/her immediate supervisor.

- C. 1. Where a supervisor intends to interview an employee for disciplinary purposes or to discuss an adverse report, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.
2. A Steward or local union officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 3: GRIEVANCE PROCEDURE

- A. In order to provide an orderly and speedy procedure for the settlement of grievances, the Board acknowledges the rights and duties of the Union Grievance Committee and the Union stewards.
- B. 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 question or difference shall be finally and conclusively settled without stoppage of work, in the following manner:
1. The grievance shall be signed by the President of the Union, as well as the employee and be submitted in writing to the Department Head immediately concerned within ten (10) working days of the date of the occurrence of the alleged grievance. At the same time a copy of the grievance shall be sent to the Secretary of the Union and to the Superintendent of Schools or his/her designate.

2. The Department Head and/or other appropriate district representative(s) immediately concerned shall meet within two (2) working days with the aggrieved employee and a representative(s) of the Union. If the matter is not settled within five (5) working days, then the Union may submit the grievance to the next stage of the procedure.

The Board Committee, the aggrieved employee and the Union Committee shall meet within five (5) working days after the reply to the grievance from the Union.

3. Where the grievance is instituted as a result of suspension or dismissal, the grievance procedure will commence at the stage of the Board Committee, and the grievance shall be submitted to the Department Head immediately concerned within five (5) working days of the date of the suspension or dismissal.

Should the Board Committee and the Union Committee fail to attain a settlement, then the grievance may be referred to a Board of Arbitration by the Union or the Board, provided that the request to refer to a Board of Arbitration is made in writing within ten (10) working days after the meeting between the Board Committee and the Union Committee. This Board of Arbitration shall comprise one (1) member appointed by the Board, and one (1) member appointed by the Union. The Board and the Union shall make their respective appointments within a period of ten (10) working days after either party has advised the other of the reference to a Board of Arbitration. The two members thus appointed shall select a third member, who shall be Chair. In the event that the two appointees are unable to agree on a Chair within five (5) working days of their appointment, they shall request the Minister of Labour for the Province of British Columbia to name a Chair. The Board of Arbitration shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which this Board deems just and equitable. The decision of this Board shall be final and binding on both parties.

Each party shall bear the expenses of its own arbitrator and the expense of the Chair shall be borne equally by both parties.

4. Department Heads referred to in this clause shall be:
The Superintendent of Schools' designate for clerical employees, cafeteria employees, noon hour assistants, crossing guards, teacher assistants, special education assistants and shop assistants.
Manager of Custodial Services for caretakers. Manager of Maintenance for maintenance employees.
In the absence of a Department Head, the Superintendent of Schools may name a substitute person.

ARTICLE 4: CLASSIFICATION

4.1 Definition of Employee

- A. Employee shall mean a person who is an employee as defined by the Labour Relations Code.

B. Gender

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

C. Probationary Employee

1. Each employee shall be on a probationary appointment for sixty (60) working days from the effective date of appointment by the Board to a regular position.
2. In the event an employee does not complete the probationary period due to layoff, transfer, promotion or due to reverting back (as per Article 7.5) the following shall apply:
 - a) If the employee has not completed thirty (30) working days of the probationary period the employee shall be required to serve the full sixty (60) working days probation in the second position; or
 - b) If the employee has completed thirty (30) working days of the probationary period the employee shall be required to serve the balance of the sixty (60) working days probation in the second position providing the second position is in the same classification as the first position; or
 - c) If the employee moves to a second position during the probation period and it is not the same classification as the original position the employee shall serve sixty (60) working days of probation.
 - d) If the employee moves to a temporary position during the probation period, the probation period will be completed in the temporary position as follows:
 - If to a different classification, a new 60 working day probation period;
 - If in the same classification, and less than 30 working days already served, a new 60 days probation period;
 - If in the same classification, and more than 30 working days probation already served, a 30 working day probation to be served at the new location.
3. Noon Hour Assistants and Cashiers shall serve a probation period of sixty (60) shifts. Upon completion of the probation period they shall be considered regular employees and shall obtain bidding rights as per Article 7.3 C.
4. The probationary period may be extended a further period not exceeding sixty (60) working days for cause and in such event the employee and the Union shall be notified in writing of such extension. Should a transfer be granted by the Board the probationary employee does not have the right to return to his/her former position.
5. It is agreed and understood that during an employee's probationary period, his or her transfer, layoff or dismissal shall be entirely at the discretion of the Board and shall be subject to appeal through the grievance procedure.

D. Regular Full Time Employee

Regular Full Time Employee shall mean an employee who has successfully completed the prescribed period of probation and who is employed each working day during the calendar year on a full time basis. Grounds, Trades, Caretakers and Information Technologists shall remain twelve (12) month classifications unless mutually agreed.

E. Full Time School Term Employee

Full time school term employee shall mean an employee who has successfully completed the prescribed period of probation and who is employed each working day during the school year, September to June, on a full time basis. A cafeteria employee working seven (7) hours or more per day is considered a full time school term employee.

F. Part Time Employee

Part Time Employee shall mean an employee who has successfully completed the prescribed period of probation and who is employed on less than a full time basis.

G. Casual Employee

Casual employee shall mean all other employees of the Board.

H. Regular Full Time & Full Time School Term Employees

Regular full time and full time school term employees shall be entitled to all benefits contained in this Agreement.

Effective January 1, 1989 part time employees working 20 hours or more per week shall be entitled to benefits as contained in this Agreement.

I. Recall Employee

A recall employee shall be defined as any employee who has been laid off/bumped from a regular position and has not bumped into a different regular position, has not been recalled to a regular position or has not attained a regular position through some other provision of this agreement.

1. Recall employees shall have priority over casual employees for available casual work in their classification and shall be entitled to benefits as outlined in Article 6.17.
2. It is understood that recall employees who accept casual assignment remain as permanent employees, but are paid a percentage in lieu of benefits as if they were casual employees.
3. Article 7.5 H. does not apply to employees who have been recalled.

4.2 Joint Job Evaluation Program

A. As reflected in the Letter of Understanding and terms of reference dated February 24, 1992, the parties agree to implement the Joint Job Evaluation Program effective July 1, 1993.

B. Joint Job Evaluation Committee (JJEC)

1. A Standing Joint Job Evaluation Committee shall have equal representation and participation from the parties, consisting of two representatives from the employer and two representatives from the Local Union. Each party may appoint alternate representatives to serve as replacements for absent representatives or to assist the committee in its work, from time to time.
2. Committee members and alternates appointed by CUPE shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the committee. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure and promotional opportunities to which the employee would normally be entitled, including any increase that may occur as a result of evaluation of their present position.
3. Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full committee and shall be final and binding on the parties, subject only to the appeal procedure contained in this article. Alternate members shall have the right to vote only when replacing a regular committee member who is absent.
4. The committee shall establish a meeting schedule.
5. Either party may engage advisors to assist its representatives on the JJEC Any such advisor shall be entitled to voice opinions but not to vote and shall not be considered to be a member of the committee.

C. Mandate of the Standing JJEC

The Standing JJEC shall:

- a) Maintain the integrity of the job evaluation program.
- b) Recommend changes to point banding, pay grades, the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time, to the parties. However, any change must be negotiated by the parties.
- c) The Board will establish the levels of knowledge and experience that it requires for, and are reasonably related to the duties and responsibilities that it requires for class specifications. Any disputes will be dealt with by the grievance procedure. The committee shall evaluate jobs as outlined in Section E below.

D. Job Analysis Procedures and Ratings for New and/or Changed Jobs

The following general procedure shall be used to rate jobs:

1. Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the JJEC along with the copy of the current class specification. The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

Step 2

The Committee shall make any necessary revisions to class specifications based on the information gathered. Interviews may be held with incumbent(s) and/or their supervisor. The Committee shall then submit the revised class specification to the incumbent(s) and the supervisor for their mutual agreement. Amendments may be made to the class specification, as deemed necessary by the Committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the class specification shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

Step 3

The job shall now be rated, based on the agreed-upon class specification, in accordance with the Job Evaluation Plan. The Committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the job site. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. To minimize errors of personal judgment, each of these factors is subdivided into subfactors which provide a standard against which each job is rated to determine its relative worth.

Step 4

When the Committee has completed the rating of all jobs, it will provide the supervisor and the incumbent(s) with a copy of the class specification and Advice of Rating.

2. Job Ratings serve to:

- a) Group jobs having relatively equivalent point values (this is commonly referred to as banding);
- b) Provide the basis upon which wage rate relationships between jobs are established;
- c) Measure changes in job content;
- d) Assign classifications into their proper pay grade in the salary schedule.

3. In the application of the Job Evaluation Plan, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s), that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;

- c) Jobs are placed at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition, and the description of each degree level;
- d) The job analysis and rating of each job shall be relative to and consistent with the class specifications and ratings of all other jobs rated under the plan;
- e) No interpolation of subfactor degrees (i.e. mid-points) is permitted.

E. Maintaining the Job Evaluation Program

1. Either the incumbent(s) or the Director of Human Resources may request reconsideration of the class specification and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form stating the reason(s) for disagreeing with the class specification and/or the rating of the job. Any such request shall be submitted within sixty (60) calendar days of receipt of the Advice of Rating. Both the incumbent(s) and the Director of Human Resources using the Review Decision Form shall be permitted to make a presentation to the committee. The JJEC shall consider the request and make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the Director of Human Resources of its decision.
2. It is important to maintain accurate class specifications and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to review all jobs once every five years.
3.
 - a) Whenever the Director of Human Resources authorizes changes to the duties and responsibilities of a job, the Director of Human Resources may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration form.
 - b) Whenever the incumbent(s)/union feel the duties and responsibilities of a job have been changed or that the class specification does not reflect the duties and responsibilities of the job, the incumbent(s)/union may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form.
 - c) After a job evaluation review has been completed, no further review will be conducted for a period of 12 months unless there is a change in the duties and responsibilities.
4. Upon receipt of a completed Job Evaluation Reconsideration Form, the committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire, interviewing of incumbents, supervisors, the Director of Human Resources and/or visits to the job site. Based on this information, the committee shall update the class specification, as necessary;
5. Where the class specification has been changed, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and Director of Human Resources of its decision. The rating of the job shall determine the pay grade for the job;
6. If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Reconsideration form was submitted.
7. Whenever the incumbent(s)/union request a job evaluation review or whenever the five year job review determines the job is rated at a paygrade lower than the existing paygrade, the incumbent's rate shall be red circled and shall continue at the old rate until surpassed by the new rate for the classification. However, if the Employer downgrades the duties and responsibilities of a classification as per 4.2 F.3.a) above, resulting in the classification being rated at a paygrade lower than the existing paygrade, the incumbent shall receive 50% of all further negotiated wage increases until the current rate paid the incumbent and the rate established as a result of the job review, meet. Any new incumbent to the job shall receive the rate as established by the evaluation process.

F. When the Employer wishes to establish a new job, the following procedures shall apply

1. The Employer shall prepare a draft class specification for the job;
2. The Standing JJEC shall meet and establish a temporary pay rate for the job, based on the draft class specification;
3. The job shall be posted and any person appointed to the job shall be paid the temporary pay rate;
4. After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with updated job information to the JJEC. The Committee shall revise the class specification and rate the job according to the procedure set out in this Article 4.2.
5. If the job is rated at a paygrade higher than the temporary pay rate, the incumbent's rate of pay shall be adjusted retroactive to the date of his/her appointment to the job.
6. If the job is rated at a paygrade lower than a temporary pay rate, the incumbent's rate of pay will be adjusted to the lower rate at the beginning of the next pay period following notification by the committee.

G. Existing classifications shall not be eliminated or changed without prior agreement with the Union.

H. Settlement of Disagreements

1. In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.
2. If, after meeting with the two (2) advisors appointed pursuant to Article 4.2 H.1. the Committee remains unable to agree upon the matter in dispute, the Committee shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.
3. Either party may, by written notice to the other part, refer the dispute to Bob Diebolt or John Kinzie, who will hear the matter within thirty (30) days of its referral to him.
4. The Arbitration Hearing will be an informal process where the Director of Human Resources or his/her designate and the Local 561 President or his/her designate have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the authority to require the parties to present additional information and to require other person(s) to present evidence as deemed necessary.
5. The Arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final and binding on the JJEC, the Employer, the Union and all affected employees. The Arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan 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.
6. The Arbitrator's fees and expenses shall be borne equally between the parties.
7. The time limits contained in this Article 4.2 H may be extended by mutual agreement of the parties.

ARTICLE 5: HOURS OF WORK & SHIFTS

5.1 Hours of Work

Unless otherwise stated "Days in Session" shall include:

- A. Days in session for teachers or pupils
- B. Days in session for teachers only - (non-instructional days)

- C. All employees shall work a minimum of four (4) hours per shift except Teachers Assistants, Special Education Assistants, Noon Hour Assistants, and Cashiers. School Meals Coordinators and Cooks shall work a minimum four (4) hours per shift except as otherwise agreed to by the employer and union.
- D. The hours of work shall not exceed:
1. 40 hours per week/8 hours per day for Facilities/Caretaking employees, Cafeteria employees, Culinary Assistants, Shop Assistants, Information Technologist, Community School Coordinator, Purchasing Supervisor, District Secretary V (Maintenance Shop), School Secretary V (Secondary School) and Clerical Supervisor.
 2. 37.5 hours per week/7.5 hours per day for Youth Workers.
 3. 35 hours per week/7 hours per day for all other classifications.
- Otherwise, overtime rates as per Article 5.6 shall be applicable.
- E. Full time employees shall work five consecutive days per week, Monday to Saturday, except Security Runners who shall work as per Article 5.7. Those employees assigned to positions less than full time may be employed for up to the maximum hours as shown in D. above during a six day period, Monday to Saturday. Overtime rates shall apply for time worked in excess of the maximum daily or weekly hours.
- F. Employees not presently scheduled to work on Saturdays shall not be required to work on that day unless they accept a posted position in which Saturday is designated as a day in their work week.
- G. Except as provided in Article 5.6, casual employees shall be paid at straight time rates for the hours assigned.
- H.
1. Special Education Assistants, Teacher Assistants, Media Resource Person I's, Career Resource Facilitators, and Library Assistant I's will work on days school is in session for pupils and may also be required to work on non-instructional days at locations as set out by the Superintendent of Schools or her/his designate.
 2. Special Education Assistants and Career Resource Facilitators shall be entitled to two (2) non-instructional days with pay each school year. These two (2) paid Pro-D days shall normally be the non-instructional days between September and December (Note: refer to 6.1 G.3).
 3. School term clerical employees, Youth Workers, Culinary Assistants and Library Assistant II's will work on non-instructional days and may be required to work the first week prior to school commencing and/or the first week of the summer break.
 4. Winslow Centre employees may be required to work the first week prior to school commencing and/or the first week of the summer break.
 5. Crossing Guards hours of work will necessitate a split shift.
- I. Cafeteria employees will work on days school is in session for pupils unless otherwise agreed to by the Department Head. The total time worked, however, shall not exceed the number of days school is in session each school year. Cafeteria operations will be considered closed for a maximum of five (5) working days at semester turnaround. Cafeteria employees will be paid for one (1) mandatory inservice day but will not be paid for the balance of this period, and will not be considered laid off but may request and be granted vacation during this period.
- Should a cafeteria require any cooks or culinary assistants during semester turnaround, available work will be offered in order of seniority.
- However cafeteria employees, including culinary workers, shall be given preference over casuals for cafeteria work assignments in other locations.
- J. Crossing Guards will work on days school is in session for pupils.
- K. Noon Hour Assistants will work on all days school is in session for pupils where the students are present during the noon hour. Where the students are not present the Noon Hour Assistants may seek casual assignments for which they are qualified.

- L. Each school location shall have a minimum of one (1) thirty-five (35) hour clerical position. A school is defined as a location under the auspices of one (1) principal.

5.2 Shifts

A. Day Shift

Day shift shall be between 6:00 a.m. and 6:00 p.m. Afternoon shift is not applicable when the shift is completed by 6:00 p.m.

B. Afternoon Shift

Afternoon shift shall be between 12:00 noon and 12:00 midnight. Night shift is not applicable when the shift is completed by 12:00 midnight.

C. Night Shift

Night shift shall be between the hours of 11:00 p.m. and 8:00 a.m. The night shift shall be for a period of 8 hours with employees working 7 1/2 hours for five consecutive days between 11:00 p.m. on Sunday evening and 8:00 a.m. on Saturday morning. No employee on staff at December 31, 1965 will be required to work night shift.

5.3 Shift Differential

The hours of work arrived at by the Board shall be posted at the schools. Shift differential of 3% and 5% per hour shall be paid to employees on afternoon shift and night shift respectively.

A. Statutory Holidays

Employees paid shift differential on the day before the statutory holiday shall be paid the shift differential on the statutory holiday.

B. Compassionate Leave

Employees paid shift differential on the day before commencing compassionate leave shall be paid the shift differential for the compassionate leave.

C. Annual Vacation

No shift differentials are to be paid.

D. Overtime

The shift differential shall be paid for the number of hours worked, not for one and a-half (1 1/2) or double times the number of hours worked.

E. Termination

No shift differential paid.

F. Sick Leave

Shift differential will be paid if employee is paid a differential on the day before being sick, except during any period in which a differential would not be applicable.

G. Retirement

Shift differential shall be paid.

H. Service Recognition & Sick Leave Gratuity

Shift differential shall be paid.

I. Jury Pay

Shift differential shall be paid unless during July and August (except for those employees working shifts during July and August).

J. Workers' Compensation

Shift differential shall be paid if employee is paid a shift differential on the day before going onto Workers' Compensation.

5.4 Shift Changes

If an employee reports for work at the regularly scheduled starting time and is informed of a change in shift for that day, he or she shall be paid the regular rate of pay for the entire period spent at the place of work with a minimum in any one (1) day of two hours pay at regular rate, except where the employee's condition is such that he or she is not competent to perform duties or has failed to comply with accident prevention regulations of the Workers' Compensation Board; and if the employee commences work, four hours pay at the employee's regular rate.

5.5 Meal Period & Rest Period

A. Meal Period

Employees who work more than five (5) hours per day shall be entitled to a meal period of not less than thirty (30) minutes and not more than one (1) hour.

Employees who work five (5) hours or less per day and who currently have a meal period as part of their regular shift shall continue to be entitled to the meal period.

B. Rest Periods

Employees who work more than two (2) hours and up to six (6) hours shall be permitted a fifteen (15) minute rest period. Employees who work six (6) or more hours per day shall be permitted a fifteen (15) minute rest period in each half of their shift. It is further understood that such periods shall be taken at times that will cause the least possible interference with the work in which the employee is engaged.

C. Where an employee is required by the Board to work at more than one (1) location during the working day, traveling time between the various locations shall be considered part of the hours of work and as time worked. This Article 5.5 C. does not apply to employees who bid on more than one (1) position.

5.6 Overtime

All overtime shall be on a voluntary basis and shall be distributed equally at each work location between such employees. Overtime shall be kept to a minimum.

A. Overtime Rates - Normal Work Week

All time worked beyond the normal work day shall be deemed to be overtime. Where conditions necessitate overtime, and where the work is authorized, such overtime will be paid for at the rate of time and one-half for the first two hours, and double time after two hours in any one (1) day or shift, Monday to Saturday.

B. Overtime Rates - Rest Days

The employee working on either of his normally scheduled rest days immediately following his normal work week shall be paid at the rate of double time for all work performed by him on those days. All employees who have worked the hours for the week for their classification as per Article 5.1D. shall be paid double time for continuation of work beyond those hours on the last day of the week.

C. Overtime Rates - Statutory Holidays

An employee who is required to work on a statutory holiday shall be paid at the rate of double the regular rate of pay for every hour worked in addition to his regular holiday pay.

When a statutory holiday falls on any day, Monday to Friday inclusive, employees on night shift shall work not later than 8:00 a.m. on the statutory holiday at regular salary rates and shall not return to work until 11:00 p.m. on the next regular work day following the statutory holiday, unless overtime rates as set out above are paid.

D. Minimum Call Back Time

Every employee who is called out and is required to work outside his regular working hours shall be paid at overtime rates, and shall be paid from the time he leaves his home to report for duty until he arrives back upon proceeding directly from work. It is understood and agreed that the employee is guaranteed a minimum of two (2) hours pay at double time rates.

E. Notification of Overtime Work

The Board agrees that employees will be notified (where possible) forty-eight (48) hours in advance (except in case of emergency) of any night activity in schools, where it is necessary to have a caretaker in attendance.

F. Time in Lieu

Authorized overtime will be paid at the appropriate rate; however, where an employee and the supervisor concerned agree prior to overtime being worked, overtime may be banked and taken as equivalent time off, subject to the following regulations:

- 1) "Banked" overtime is to be clearly noted on the time card.
- 2) Accumulation of "Banked" overtime is not to exceed 80 hours or two normal work weeks at straight time per pay year. Any overtime in excess of this maximum will be paid to the employee in the pay period in which it was worked. The overtime bank may be carried forward to the following year but the total accumulation shall not exceed the above amount.
- 3) Banked overtime off must be at a mutually acceptable time with the employee filing such a request to the supervisor no less than twenty-four (24) hours prior to the time being taken.

G. A meal allowance of \$10.00 shall be paid to an employee who is required to work two (2) or more hours overtime. This allowance only applies to employees who work past their maximum daily hours of work for their classification.

5.7 Security Runners

A. Security Runners work a special work week which includes weekends and statutory holidays. Employees who are regularly scheduled to work statutory holidays will be paid at time and one-half plus a day off in lieu to be taken Monday through Friday.

B. Security Runners who regularly work Saturday or Sunday will be paid at straight time rates. Employees who normally work Monday to Friday but are required to work security coverage shall be paid overtime as per the Collective Agreement.

C. There will be three shifts as follows:

1. Day shift
2. Afternoon shift
3. Night shift

D. Unless otherwise stated here, all benefits accorded those on a Monday to Friday basis will apply to employees working the agreed upon exception to the work week. The hours of work for these employees will be eight (8) hours per day, forty (40) hours per week with two consecutive days off.

E. No more than fifty (50) per cent of the security staff may take vacation on the same day.

F. These positions are created for weekend and holiday coverage so leave of absence or banked overtime will not normally be granted on these days except under extenuating circumstances.

ARTICLE 6: BENEFITS

6.1 Annual Vacations & Vacation Pay

- A. 1. The date for calculation of annual vacation shall be based on the final seniority as at the last pay period of the previous year.
- 2. All regular employees appointed to positions of twenty (20) or more hours shall receive vacation based on their seniority.
- 3. Employees whose hours are reduced below twenty (20) but not less than fifteen (15) should refer to Article 6.16.
- 4. Other part time and casual employees and Student Grounds shall receive four (4) percent in lieu of vacation days which shall be paid each pay day.
- 5. For the purpose of this section, seniority shall include time worked, time while on paid vacation and on paid accumulated sick leave and on unpaid sick leave to a maximum of sixty (60) working days. (Reference 6.3 D 3).
- 6. Employees who have not completed one (1) year of seniority as at the final pay period of the previous year shall receive one (1) day at regular rates of pay for each month worked in an appointed position to a maximum of ten (10) working days or 4% of gross earnings to the final pay period of the previous year, whichever is greater. (Note re Transition to a position with benefits: the "greater of" value of the vacation days to be paid under this clause includes 4% vacation pay already received in the previous year under Article 6.17 A.)
- 7. Employees who have completed one (1) or more years of seniority as at the final pay period of the previous year shall receive annual vacation entitlement as shown below:

1 Complete Year	10 days
2 to 6 Complete Years	15 days
*During 7th Year to 14th Complete Year	20 days
*During 15th Year to 18th Complete Year	25 days
*During 19th Year to 20th Complete Year	30 days
*During the 21st Year and for each additional year thereafter	1 additional day to a maximum of 5 days

*An employee who is granted an increase in vacation during the 7th, 15th or 19th year who terminates employment with the Board before completing the 7th, 15th or 19th full year of seniority, shall repay the Board for the increased vacation granted.

B. Vacation Pay

Vacation pay shall be based on the number of days of vacation entitlement as shown in A.7 above paid at regular rates of pay or the percentage of gross earnings during the year preceding the first pay of the year, whichever is greater. Any difference will be paid on the final pay of the current calendar year as shown in the following table subject to employees scheduling and taking their vacation entitlement (except for vacation which cannot be rescheduled due to an employee's illness) as provided for in Article 6.1 K.

10 days	4 per cent
15 days	6 per cent
20 days	8 per cent
25 days	10 per cent
30 days	12 per cent
31 - 35 days	appropriate percentage

- C. Annual vacations for caretakers shall normally be taken during spring break, summer vacation closure, and the Christmas/New Year break. Caretakers, ten month clerical employees (District Secretary, School Secretary, Telephone Operator Receptionist, Library Processing Clerk, Library Technologist, Library Assistant II's, Purchasing Clerk, Continuing Education Secretary and Accounting Clerk) Media Resource I & II, Resource Loans

Clerk, Career Resource Facilitator and Work Experience Facilitator who have completed five (5) years of employment with the Board may take one (1) week of vacation during the school year. This school year vacation shall be taken no more often than once every two years.

- D. Cafeteria employees may take vacation days during a semester turnaround.
- E. Employees will be entitled to take their vacation in an unbroken period except as in 6.1 C. above. All vacations shall be taken at a time mutually agreed between the employee and the Board.
 - 1. In the event an employee is unable to take vacation at the scheduled time the employee shall be entitled to reschedule the vacation at a mutually agreeable alternate time.
 - 2. In the event that a twelve (12) month employee who has approved vacation, changes status to a ten (10) month employee, the employee shall remain entitled to take that vacation period with pay providing the employee notifies the employer at the time of the status change.

F. Sick/Bereavement Leave on Vacation

- 1. Sick/Bereavement leave may be substituted for vacation where it can be established (as provided in Article 6.10 D. for sick leave), by the employee that an illness, accident or bereavement occurred while he or she was on vacation, provided notice is given to the employer as soon as the need arises.
- 2. The unused portion of the vacation entitlement shall be taken at another time mutually agreeable to the employer and the employee.
- 3. This clause applies to all regular full time, full time school term and part time employees with benefits.

G. Christmas/Spring Break/Non-Instructional Days Vacation

- 1. Full time and 12-month part time employees with benefits may apply to take paid vacation during the Christmas and spring breaks. It is recognized that it may not be possible for the Board to grant all requests. Requests will be granted on a first come first served basis.
- 2. Regular full time school term and regular part time school term employees with benefits may apply to take part of their vacation at spring break. Such employees may also defer part of their vacation to be used at the next Christmas break. Employees must apply for Spring break and/or Christmas vacation by March 1st each year. Employees will receive the balance of the vacation pay at the end of the school year as follows:
 - a) The employees may request payment in either a lump sum payment or continue to receive vacation pay bi-weekly on regular pay days. This request must be indicated on the vacation sheet.
 - b) The lump sum payment if elected will be paid no later than two days prior to the employee's last working day.
 - c) If no request is received vacation pay shall be paid in a lump sum.
- 3.
 - a) In addition where Christmas break is still in effect at the beginning of a calendar year, employees may apply to take these days as part of their next year's vacation.
 - b) These employees may also apply to take vacation on days when school is not in session for students.
 - c) Where there are more than two (2) non-instructional days between September and December, a Special Education Assistant or Career Resource Facilitator has the option of taking an unpaid leave of absence or of taking an advance on the next year's vacation entitlement for those days in excess of the two (2) paid days. If the employee leaves the School District for any reason, she/he shall have any advance prorated and deducted from her/his final cheque (Note: refer to 5.1 H 2).

- H. Employees who are absent without pay for a period in excess of sixty (60) working days shall be paid the percentage of earnings set out under Article 6.1 B. This would not prevent an employee from taking the full number of days off, but he may return to work if he so wishes. It is not the intent of this clause to apply to those employees absent on Maternity Leave. Employees receiving the percentage of earnings will not be allowed to carry these days over to the following year.

- I.
 - 1. Employees may carry forward one (1) week's paid vacation time (non-cumulative) over to the following year provided, however, that no employee shall be allowed to take less than two weeks' vacation per year.
 - 2. This clause applies to full time employees only.
 - 3. All other conditions respecting annual vacations apply.
- J.
 - 1. Employees who do not qualify for three weeks' vacation shall on request be granted such additional time as will permit a three week vacation on the understanding that the leave:
 - Is granted without pay, and
 - Is taken at a time when such employees are normally permitted to schedule their holidays, and
 - Is taken at a mutually agreed time, and
 - 2. This clause applies to full time employees only.
- K. If two or more people in any work location have requested by March 1 vacation for the same period, vacation schedule approval will be based on the preference of the most senior employee.

All regular twelve (12) month employees with benefits must submit to Human Resources a preliminary vacation schedule by March 1 and their final annual vacation schedule no later than July 1 of each year or the supervisor will establish their vacation schedule. Employees who fail to schedule and/or take their vacation (unless unable to reschedule due to continuing illness) within the time frames established in this article shall be paid for vacation days taken only and shall not be entitled to the percentage of earnings specified above.

L. Vacation Pay

Provided three weeks notice is given, employees leaving on a minimum of one (1) week's vacation will be paid at least two (2) working days prior to the last working day before the beginning of the annual holiday.

- M. All requests for vacation or changes to scheduled vacation must be received and approved in Human Resources twenty-four (24) hours prior to the scheduled vacation.

6.2 Statutory Holidays

- A. All regular full time, full time school term, and part time employees receiving benefits per Article 6.16 who have been employed thirty (30) calendar days or more shall be paid for the following statutory holidays:

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

and any other day proclaimed by the Federal and/or Provincial Government.

- B. Any employee who has an unpaid leave of absence of sixty-one (61) working days or more will not be eligible for a statutory holiday which occurs during that leave.
- C. Any employee listed above who is at work on the last working day before Christmas and/or New Year's Day will be granted paid leave for the last half of that shift, unless it is a day that school is in session.
- D. When statutory holidays fall on a Saturday or a Sunday and no day is proclaimed in their stead, then such holidays shall be added to the next annual vacation of each employee.

Note: See Article 6.17 A regarding statutory holiday pay for Student Grounds.

6.3 Leave of Absence

Written request for leave of absence shall be made to the Superintendent of Schools or his/her designate.

A. Bereavement Leave

1. A full time and full time school term employee and employees covered in Article 6.16 shall be granted up to five (5) days leave, without loss of salary or wages, to be off work due to the death of a direct relative in the family. Direct relative shall be defined as husband, wife or common-law spouse (including same sex relationship), brother, sister, parent, surrogate parent, grandparent, (not including grandparent-in-law), child, grandchild mother-in-law, father-in-law
2. An employee shall be granted up to one-half (1/2) day with pay to attend a funeral as a pallbearer.
3. At the discretion of the Board, an employee may be granted leave of absence without pay to attend a funeral as a mourner.
4. Up to one (1) day of paid leave shall be granted to attend the funeral of a brother-in-law, sister-in-law, nephew, niece.

B. Leave of Absence for Public Office

1. The Board recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Board shall grant leave of absence without pay to such employees. In the event that the leave does not exceed five (5) working days, the employee's benefits shall be maintained and the Board will pay its annual share of such benefits. Benefits for employees granted leave for a longer period than five (5) working days shall be continued in effect but be paid for by the employee.
2. An employee who is elected to public office shall be granted leave of absence without pay and benefits. Upon return from the leave of absence the employee shall return to the first vacant position for which she/he is qualified. On return from leave of absence an employee shall be granted the same number of days seniority as on the date of leaving.

C. Leave of Absence for Union Office

1. An employee who is elected by the Local or selected by the Local to a full or part time position with Local 561 shall be granted leave of absence provided:
 - a) The leave is requested by the Local in writing.
 - b) The Local shall request in writing each year a renewal of such leave.
 - c) Adequate notice of the leave requested is given to permit the Board to arrange a suitable replacement.
 - d) It is understood the employee may return to his/her former position at any time following completion of his/her term of office.
 - e) The employee who replaced the full-time officer shall be advised of d) above when offered the position and upon the return of the full-time officer the employee being replaced shall be issued layoff notice.
 - f) Upon receipt of a request for leave under this Article 6.3 C, the employee shall receive pay and benefits as provided for in this Agreement. The Union shall reimburse the Board monthly for all costs.
2. It is agreed that any employee who is elected or selected to a full time position with any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority calculated to the date of leaving for a period up to one (1) year and may be renewed each year on request during his or her term of office. The employee may return to the first vacant position for which he/she is qualified.

3. Conventions, Conferences, Workshops and Seminars

It is agreed that official representatives named by the Union be granted leave of absence without pay to attend Union workshops, seminars, conferences or conventions of the Union and its affiliates; provided not more than eight (8) Union representatives shall be away at any one (1) time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

D. Leave of Absence (General)

1. An employee, with benefits, shall be entitled to leave of absence with pay for up to one (1) day per year for the following:
 - a) To attend a graduation ceremony of an employee's child at high school or a recognized post secondary educational institute when the ceremony is held during the employee's regular hours of work:
 - b) To attend her/his formal hearing to become a Canadian citizen (also applicable to employees without benefits if previously scheduled to work).
 - c) To attend the birth or adoption of an employee's grandchild within one (1) week of the birth or adoption.
 - d) To attend court about an employee's dependent child where the court requires the attendance of the parent (also applicable to employees without benefits if previously scheduled to work).
 - e) To allow an employee a maximum of two (2) days per year to attend to an ill spouse and/or ill parent.
2. The Board may grant leave of absence without pay for other reasons. Such leave shall be available as shown below. The Board shall not unreasonably deny these leaves:
 - a)
 - (i) Educational Leave of up to one (1) year to attend a recognized post secondary or trade institution provided that the employee has been employed with the Board for five (5) consecutive years or provided five (5) years have elapsed since the employee's return to work from a previously approved educational leave.
 - (ii) Such leave shall be requested in writing no later than two months prior to the requested start date of the leave.
 - b) General Leaves Without Pay
 - (i) Up to fifteen (15) days per employee per year on the employee's written request.
 - (ii) Up to sixty (60) consecutive working days after three (3) consecutive years of employment with the Board or after three (3) years have elapsed since the employee's return from a similar previous leave. Such leave shall be requested no later than one (1) month prior to the requested start date of the leave.
3. Approved unpaid leaves of absence of up to and including seventy-five (75) working days per year shall not affect seniority, vacation, or any other benefit or condition contained in this Collective Agreement.
4. Employees returning to work after an absence for any reason shall notify the CADS system of their intent to return as early as possible. If an employee returns to work without notifying the CADS system at least three (3) hours before he or she is about to return, the employee shall be deducted salary for one (1) day. It is agreed that this paragraph does not apply if an employee returns to work having received clearance from his or her physician to do so within three (3) hours prior to returning.

If an employee has physician clearance but is unable to perform full duties, they must contact the Human Resources Department before returning to work to arrange graduated/modified duties where feasible.
5. When an employee is unable to obtain suitable care for their child (under age 21 and living at home) who is ill or severely injured, the employee shall be granted up to two days of paid leave per year (based on assigned hours) for the period of time the employee is required to be off work to provide said care.

E. Educational Leave

The Board and the Union encourage employees to attend training and upgrading courses, seminars and workshops.

The Board and the Union shall each contribute \$10.00 per employee with benefits each year for Educational Leave.

An Educational Leave Committee of four (4) members shall be established. The Union shall appoint two (2) employees to the committee. The Board shall appoint two (2) non-union employees to the committee.

The Committee shall administer the Education Leave program under the approved terms of reference agreed to by the Board and the Union setting out the regulations governing the operation and administration of the fund.

The Committee may refer applications for job-related courses to the employer for consideration for funding under Article 6.18.

F. Parenthood Leave

Employees are entitled to the greater of Parental Leave as per the current Employment Standards Act or the following:

1. Length of Leave

a) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, without pay beginning immediately after the end of the pregnancy leave unless the employer and employee agree otherwise.

A birth mother who does not take pregnancy leave shall be entitled to up to thirty-seven (37) consecutive weeks parental leave without pay beginning after the child's birth and within fifty-two (52) weeks of the child's birth.

In the event the birth mother dies or is totally disabled, the father of the child shall be entitled to both pregnancy and parental leave without pay.

b) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two weeks of the child's birth or the date the child comes within the care and custody of the employee.

c) Extensions - Special Circumstances

An employee shall be entitled to extend the pregnancy leave by up to an additional six (6) consecutive weeks leave where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

Provided however, that in no case shall the combined pregnancy and parental leave exceed fifty-two (52) consecutive weeks (plus any allowable extension permitted by the Employment Standards Act) following the commencement of such leave.

An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks leave without pay where the child has a physical, psychological or emotional condition requiring an additional period of parental care.

d) If both parents are employees of the Board and one (1) parent uses parental leave the other parent is not eligible for such leave.

2. Notice Requirements and Commencement of Leave

- a) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- b) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of the adoption of a child, the employee shall provide as much notice as possible.)
- c) The Board may require a pregnant employee to commence pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy nor can the employee be reasonably accommodated in another comparable position. In such cases the employee's previously scheduled leave period will not be affected.
- d) The Board shall contact in writing the employee who has been granted pregnancy or parental leave no later than eight (8) weeks prior to the anticipated date of the return from such leave, to determine the date of return to work. The employee must provide four (4) weeks notice in writing of the date she/he intends to return to work.
- e) An employee on pregnancy leave shall provide at least one (1) week's written notice if she wishes to return to work within six (6) weeks following the commencement of pregnancy leave. The employee may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- f) Where a pregnant employee gives birth before requesting pregnancy leave or before commencing pregnancy leave, her pregnancy will be deemed to have started on the date she gave birth.

3. Return to Work

- a) On resuming employment an employee returning from pregnancy leave or parental leave shall be reinstated in all respects in her/his position previously occupied by the employee.
- b) On resuming employment an employee shall have the leave time counted as service for all benefit entitlements and vacation purposes.

4. Sick Leave

An employee on pregnancy leave or parental leave shall be entitled to paid sick leave during the period of such leave upon presentation of a medical certificate.

5. Benefits

- a) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on pregnancy or parental leave provided that the employee makes arrangements prior to commencing the leave to pay his or her share of the benefit premiums for that period where the premiums are cost shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- b) The employer share of pension contributions will be paid during the period of the leave if the employee makes arrangements prior to commencing the leave to pay the employee share of contributions under the pension plan.

6. Paternity/Adoption Leave

- a) At the birth/adoption of a child, up to two (2) days leave of absence (with pay) may be taken either:
 - i) At the time of birth to transport spouse to and from hospital or during the term when the spouse is confined to hospital; and
 - ii) At the time of adoption.

G. Leave of Absence Jury Duty and/or Crown Witness

It is understood and agreed that where an employee is required to serve on a jury or as a crown witness, and is absent from duty, said employee should continue to receive his regular wage rate or salary. It is further agreed and understood that said employee shall turn over or cause to be turned over to the Board, any monies received as jury pay, other than meals and mileage.

6.4 Insurance Contracts

Prior to the Board placing any medical, dental or insurance policy provided for in this agreement with a carrier, the Labour Management Committee shall review the wording of the policy. The intent of this review will be to establish the effective date of the policy and determine that the proposed policy includes the benefits set out in this agreement. When the Board places the policy with a carrier, the terms of the insurance contract shall govern all benefits to be paid.

It is the responsibility of each employee to complete and return to the Board the appropriate documentation in order to receive coverage and to update the documentation from time to time.

6.5 Medical Services Plan & Extended Health Benefits

The Board shall make the basic Medical Services Plan, the Extended Health and Vision Care plans available to all full time, full time school term employees and employees covered by Article 6.16 of this agreement.

The coverage shall include:

1. The basic coverage provided under the Medical Services Plan of B.C., and
2. Pacific Blue Cross Extended Health Benefits,
 - a) With a maximum lifetime limitation for any one (1) member or dependent of \$100,000.00, and
 - b) 100% of the excess over the accumulation of the first \$25.00 deductible, and
3. The Pacific Blue Cross Vision Care Benefits, the maximum amount claimable during any consecutive twelve (12) month period shall be \$325.00.
4. Pacific Blue Cross Plan to include coverage for hearing aids, with \$700 claimable every five (5) years.

The Board shall pay 80% of the Medical Services Plan Premium and 100% of the Pacific Blue Cross Extended Health Benefit premium except as provided in Articles, 6.10 E, 6.11 C, and 6.16 of this agreement.

6.6 Dental Plan

The Board shall keep in force, a contract with a carrier to provide a dental plan for employees. The plan shall cover all full time, full time school term employees and part time employees covered by Article 6.16 of this agreement.

The coverage shall include:

- A. Basic dental services including diagnostic, preventative, surgical, restorative, prosthetic, endodontics and periodontics services.
- B. Prosthetic appliances, crown and bridge procedures.
- C. Orthodontics.

Effective January 1, 1995 costs paid by the plan shall be the following percentage calculated in accordance with the current fee schedule, or the dentists' usual and customary fee, whichever is the lesser.

1. Basic dental services - 80%.
2. Prosthetics, crown and bridge procedures - 60%.
3. Orthodontics - 60% with a maximum lifetime benefit of \$3,500 for each insured with coverage to cease upon termination of employment.

Premiums will be paid 100% by the Board except as provided for in Articles 6.10 E, 6.11 C, and 6.16.

6.7 Group Life Insurance

A Group Life Insurance program shall be implemented by the Board offering the following life insurance coverage to full time, full time school term employees and employees covered under Article 6.16.

A \$25,000.00 non-reducing term life insurance will be provided, terminating on retirement or age 65, whichever is earlier.

Premiums shall be shared 50% by the Board and 50% by participating employees except as provided in A., B. and D. below.

A. After the fifth anniversary of joining the plan, the employee shall pay 25% of the premium and the Board 75%.

B. After the tenth anniversary of joining the plan, the Board shall pay 100% of the premium.

The anniversary date for calculation of 1 and 2 above shall be April 1st of each year.

C. It is understood and agreed that dividend payments received on the policy will be shared between the Board and the employees on the same basis as contributions for the year on which the dividend is paid.

D. Premiums for part time employees with reduced hours as a result of enrollment decrease shall be governed by Article 6.17 C.

Full time employees reverting to part time employment as a result of declining enrollment please refer to Article 6.17 C.

6.8 Insurance--Tools

The Board shall provide fire and theft insurance covering the tools owned by employees and used in performance of their duties with the Board. The limit of such coverage shall be \$600.00 per employee with a \$30.00 deductible on theft. The insurance coverage will apply while the tools are on Board premises and while in transit.

6.9 ICBC Regulations

The Board will reimburse an employee for an increase in the basic premium in the employee's auto insurance premium that results from an accident for which the employee is not at fault while the employee is using his/her vehicle on school business while the employee is employed by the Board. Where such an accident results in the loss of Roadstar or similar coverage, the Board shall not be liable for an increase in the employee's auto insurance that results from a subsequent accident which occurs other than while the employee is using his/her vehicle on school business while the employee is employed by the Board.

6.10 Sick Leave

A. Sick Leave Program

1. This sick leave program shall come into effect January 1st, 1954, and any employee in the employ of the Board on or before the aforesaid date shall be credited with an accumulation of eighteen (18) days; thereafter all employees shall be entitled to sick leave on the basis of one (1) and one-half (1 1/2) days for each calendar month worked, pro-rated for the assigned hours fraction in the case of part-time positions.
2. Employees shall not be granted paid sick leave until they have completed three (3) months' service. After three (3) months' service, employees shall be entitled to sick leave credit on the basis of one (1) and one-half (1 1/2) days for each month worked, retroactive to the first complete calendar month of employment.
3. Twelve (12) month employees shall be credited with eighteen (18) days sick leave January 01, of each calendar year.

4. Ten (10) month employees shall be credited with fifteen (15) days sick leave January 01, of each calendar year. It is understood that ten (10) month employees who work one (1) day in July and/or August shall be credited with one (1) and one half days (1 1/2) days sick leave for each month. Statutory Holiday pay and/or vacation pay paid in July or August to ten (10) month employees does not qualify the employee for the additional sick leave credits.
5. Employees absent due to illness on January 1st, who provide a medical note indicating that there is a reasonable expectation that the employee will be returning to work by March 1st, shall be credited with their sick leave entitlement for the calendar year.
6. If an employee terminates before the end of the calendar year the employer shall recover any overpayment of sick leave. Such overpayment shall be recovered from vacation credits, severance pay, vacation deferment and/or from the employee's final pay.
7. An employee who has exhausted accumulated sick leave credits shall be placed on sick leave without pay.
8. An employee on sick leave without pay shall continue to accumulate sick leave credits for a maximum of six (6) months from the date of being placed on sick leave without pay. This does not apply to employees receiving sick leave topup under Article 6.11A.

B. Sick Leave Accumulation

Employees will be permitted to accumulate sick leave without restriction from year to year.

C. Sick Leave Usage

1. A deduction shall be made from accumulated sick leave credits of all working days absent with pay due to illness, except those resulting from an accident on the job, for which the employee is covered by Workers' Compensation.
2. Subrogation:
 - i) Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any sick leave pay compensation recovered from an insurer or court award shall be repaid by the employee to the Board.
 - ii) The Board shall thereupon reinstate the number of days of sick leave credit represented by the repayment of wages and employer's cost of benefits.

D. An employee requesting sick leave with pay, may be required to produce a certificate from a registered practicing physician certifying that such employee is unable to carry out his or her duties due to illness and the cost of such certificate shall be borne by the employer.

E. Benefits While on Sick Leave Without Pay

1. In the event that an employee is absent on sick leave without pay, the employee shall be covered by the dental and medical plans as in Article 6.5 and 6.6 for a period not exceeding six (6) months. Premiums on behalf of such employees shall be paid during the period of absence, 45% by the Union and 55% by the Board.
2. An employee on sick leave without pay shall be credited with any statutory holiday pay for a maximum period of six (6) months after being placed on sick leave without pay.

F. Ill employees will not be requested to pick up or deliver keys.

G. Sick Leave Trust

1. A sick leave trust fund shall be continued.
2. Contributions to the fund will be made by employees and the Board. Contributions made by employees and the Board shall be a percentage of the employee's gross earnings. The contribution shall be one fifth

(1/5) of one (1) per cent of gross earnings. Such percentage shall be determined annually by the Sick Leave Trust Committee, and requires the approval of the parties.

3. Regulations regarding the operation of the Sick Leave Trust Fund are contained in the Terms of Reference as adopted by both parties.

6.11 Workers' Compensation Board Payments

Workers' Compensation

- A. Sick leave benefit shall apply to employees absent from work as the result of a disability which has been assessed as compensable and for which the Worker's Compensation Board is paying wage loss benefits. WCB shall pay the wage loss benefit direct to the Board and the Board shall make up the difference between the compensation payment and full pay. The employee's accumulated sick credit shall be reduced for each day's absence by a fraction of one (1) day. The fraction shall be equal to that portion of full pay being made up by the Board. Employees receiving sick leave top up under this clause shall continue to receive sick leave credit per Article 6.10 A.
- B. Employees returning to work from a WCB injury that arose out of and in the course of employment with the Board, and who were receiving wage loss benefits direct from WCB as a result of the depletion of their accumulated sick leave credit, shall be entitled to vacation on returning to work as follows:
 1. If returning to work in the same year as the injury occurred, the remaining vacation days for that year are to be taken or carried forward in accordance with Article 6.1, and in the following year, the employee shall receive the full allotment of vacation days in accordance with Article 6.1 (If unable to return to work in the same year as the injury occurred, the employee will be paid the remainder of the vacation entitlement at the end of that year.);
 2. If absent and receiving wage loss benefits direct from WCB for one (1) or more complete calendar years, no vacation is applicable for those years;
 3. In the year the employee returns to work, the number of days of vacation entitlement for that year shall be prorated according to the number of complete calendar months remaining in the year and in the following year, the employee shall receive the full allotment of vacation days in accordance with Article 6.1.
- C. MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted for a period of up to six (6) months following expiry of sick leave top-up provided that the employee makes arrangements to pay his or her share of the benefit premiums for that period where the premiums are cost shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

6.12 Transportation Allowance

- A.
 1. Employees designated by the Superintendent of Schools or his/her designate, who are required to use their own vehicles to carry out their normal assignment, shall receive a basic travel allowance of twenty-five (\$25.00) dollars per month in addition to the mileage indicated below.
 2. The job posting shall indicate "business use of personal vehicle required".
 3. To receive the aforementioned allowance, employees may be required annually to file proof of purchase of business insurance as determined by the employer based on insurance regulations.
- B. It is agreed and understood that no employee shall be required to transport or haul in or upon his or her vehicle any materials or goods on behalf of the Board. Employees who, on a voluntary basis, carry equipment/supplies in a private vehicle shall receive, upon application and approval by the Superintendent or designate, an allowance of twenty \$20.00 dollars per month when such cartage is required two or more days per week.
- C. Employees designated in A above, or any other employee requested and agreeable to use his or her vehicle on behalf of the Board shall receive payment for mileage at the rate of forty-five (45) cents per kilometer.
- D. Employees not designated to receive \$25.00 travel allowance will not be requested to use their vehicle in violation of ICBC Regulations requiring business insurance.

6.13 Pension

- A. It is agreed that the Board will not alter the pension plan during the course of this Agreement except with the unanimous approval of the Retirement Committee.
- B. Employees not eligible to contribute to the pension plan because of a reduction in hours worked, and who have not withdrawn their pension contributions, shall accumulate, for pension eligibility purposes, part time non-contributory hours of service subsequent to joining the plan. The calculation of the employee's pension on retirement shall be based on contributory service.
- C. Participation in the School Board's pension plan will become compulsory for all new employees with benefits.
- D. An amount not to exceed .02% of the value of the pension plan as at June 30 each year shall be calculated as available from the fund each year to cover the cost of the Joint Pension Committee members attendance at seminars, workshops etc. related to pension issues.

6.14 Benefits Upon Leaving Service of the Board

A. Service Recognition and Sick Leave Gratuity Pay

- 1. On severance or retirement, an employee whose age and ten (10) years of seniority equals sixty (60) or more, having accrued sick leave to his/her credit shall receive an amount in lieu thereof equal to such credit to a maximum of eighty (80) days at the rate of pay effective immediately prior to severance or retirement.
- 2. In the event of the death of an employee, the value of all accrued sick leave shall be paid as calculated in A.1. above to the employee's designated beneficiary or the employee's estate, where a beneficiary has not been designated.

B. Leaving Service or Retirement

- 1. An employee leaving the service of the Board after accumulating ten (10) years' seniority shall receive one (1) additional month's pay at the current salary rate at the time the employee leaves the service of the Board.
- 2. All employees shall retire normally no later than the end of the school year (June 30) in the year they reach eligibility to retire under the Canada Pension Plan.

Employees wishing to work beyond their normal retirement date shall at their expense, annually provide the employer with a physician's certificate that they are fit to work in their regular appointed position without restriction. If unfit to work due to other than a temporary illness they may be required to retire.

Employees who wish to extend employment beyond the normal retirement date shall forfeit all days in their sick leave bank in excess of 100 days. Up to 80 of these 180 days shall be set aside for payout upon severance or retirement. They remaining 100 days may be carried forward if not used but will not be paid out upon severance or retirement. They will then receive normal sick leave entitlement annually which will not be accrued.

Retirement shall be not later than the end of November in the year they attain age 69.

6.15 Benefits on Death

- A. All benefits payable on the death of the employee shall be paid to the estate of the employee except where the employee has named a beneficiary as in the case of a life insurance policy.
- B. The Board agrees that upon the death of an employee the Board will continue the benefits and pay all premiums for MSP, EHB, and Dental for the month in which the death occurred and for two calendar months thereafter.

6.16 Part-Time Employees' Benefits

Part time employees working 20 or more hours per week effective January 1, 1989, will be granted full benefits on a cost sharing basis whereby the Board will pay seventy-five percent toward the premium which the Board would pay toward the benefits of a full time employee. Statutory holiday pay will be paid provided the employee qualifies as set out in Article 6.2, Statutory Holidays. The hours paid for a day on sick leave, vacation or a statutory holiday shall be the number of hours normally assigned by the Board for that day.

If the hours of work of the above employees or full time employees are reduced below twenty (20) hours but not less than fifteen (15) hours per week, the employees will continue on full benefits provided that:

- A. The employee elects to receive the benefits instead of the allowance paid in lieu of benefits to casual and part time employees as per Article 6.17; and
- B. The election in (A) is irrevocable. The irrevocable election may be changed with approval of the Superintendent of Schools or his/her designate under extenuating circumstances, such as death of a spouse or a divorce; and
- C. The Board will pay 50% towards the premium which the Board would pay toward the benefits of full time employees.

6.17 Part-Time and Casual Employees' Benefits

A. Allowance

Except as provided for in Article 6.16 of this Agreement, an allowance of 16% of gross salary shall be paid to casual employees and to part-time employees as payment for all benefits set out in this Agreement.

This allowance does not apply to Student Grounds who will receive four (4) percent vacation pay (each pay day) as set out in Article 6.1 A.4. and Statutory Holiday pay as set out in Article 6.2.

B. Sick Leave

When an employee who receives sick benefits is assigned to work less than 20 hours per week, he or she shall have the option to elect an allowance of 12% of gross salary and carry forward sick credit. If an employee uses all the sick leave to his credit, he or she will revert to the 16% allowance basis.

C. Group Life - (decrease in enrollment)

When part time employment falls below 20 hours as a result of a decrease in the enrollment of a school, the Board will pay and subsequently bill the employee each month for the full cost of Group Life Insurance premiums if the employee wishes to continue coverage.

6.18 Job Related Courses

The employer and Union encourage employees to attend training and upgrading courses, seminars, and workshops related to their work. When the employer requires an employee to take certain training, the employer will pay the cost of tuition and textbooks.

The Board, with prior written approval from the Superintendent of Schools or designate, will reimburse employees for fees or texts for job-related courses. Reimbursement will be contingent upon receipt of proof of participation and/or satisfactory completion of the course work. It is understood that any leave of absence approval and the total funds available will be at the discretion of the employer.

This will not preclude any training procedures with regard to technological change as outlined in the Letter of Intent of April 9, 1987 as agreed and attached to and forming part of this Agreement.

6.19 Employee Assistance Program

The Board and the Union agree to maintain an employee assistance program as mutually agreed between the parties, funded fully by the Board effective September 1, 1990.

ARTICLE 7: EMPLOYMENT

7.1 Medical Examinations

It is agreed and understood that when an employee is required by the Board to undergo a medical examination, the cost of such examination shall be borne by the Board in the sum agreed to between the Board and its Industrial Medical Officer.

It is further agreed that this clause shall be applicable to persons about to enter the service of the Board.

7.2 Pay Days

Pay days shall be on a bi-weekly basis. Pay day will be every second Friday for the pay period ending on the previous Saturday.

All employees must utilize the automatic deposit payroll system.

The employer shall provide an employee with a cheque for wages if the bank deposit system fails.

7.3 Seniority List and Appeals

A. Definition of Seniority

Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining vacation entitlement and priority for such matters as promotion, transfer, layoffs, or recall, as set out in other provisions of this Agreement.

B. Leaves of absence may affect seniority as per Article 6.3 (Leave of Absence) except that in the case of pregnancy, paternity, or adoption leave without pay, seniority credit shall be granted for a period of up to twenty-four (24) weeks.

C. Casual employees will accumulate seniority within the casual employee ranks. This seniority will only be used when comparing one (1) casual employee to another casual employee applying for a position with the Board. The seniority will not be used in assigning work to casual employees. Casual employees shall have the right to apply for regular full time and regular part time positions as shown below. A casual employee who is successful in getting a permanent position shall have their accumulated seniority credited retroactively once the employee has passed a probationary period in a permanent position.

1. Casual employees shall gain bidding rights upon completion of ninety (90) shifts.

2. Noon Hour Assistants and Cashiers shall be required to work ninety (90) shifts as a Noon Hour Assistant or Cashier to gain bidding rights for other Noon Hour Assistant and Cashier positions and three hundred and sixty (360) shifts to gain bidding rights for other positions.

3. A Noon Hour Assistant or Cashier who works casual hours in other classifications must work ninety (90) shifts as a casual employee in those other classifications or three hundred and sixty (360) shifts as a Noon Hour Assistant or Cashier to gain bidding rights.

4. Upon attaining bidding rights, casual employees, Noon Hour Assistants and Cashiers shall be able to use their seniority in applying for posted positions.

5. Casual employees who have not attained bidding rights may apply for posted positions and will be considered as outside applicants.

D. The Board will maintain a record showing the date upon which each employee's service commenced and terminated.

E. Any employee may request information from the Board relative to his or her own seniority. On request, the National Representative or President of the Union will be supplied with a copy of such record and/or with the necessary information relative to the seniority and rates of pay of any employee or group of employees covered by this Agreement.

- F.
1. A Seniority list indicating seniority as at the final pay period of the previous year will be issued to each work location and to the Union by March 01 of each year. This shall be deemed to be correct for that year unless a written objection is filed in the Human Resources Department from an employee or the Union by April 01 of that year.
 2. A Seniority appeals committee comprised of two members from CUPE and two members from management shall review each appeal and issue a unanimous decision. If a unanimous decision is not achieved, the employee may file a grievance.
 3. Seniority appeals are limited to the calculation of seniority for the year of the seniority list only and no changes will be made for previous years.
 4. The seniority appeals committee may consider changes to previous years' seniority upon the specific request of the Union.
- G. Seniority shall be calculated and reported as total accumulated hours (a tie will be decided by date of hire) as outlined below except that for purpose of:
- i) Article 6.1 Vacation – hours shall be converted to years of seniority annually as at the final pay period of the year. For purpose of this section, a year of seniority is 1820 or more hours as calculated below.
 - ii) Article 6.14 Benefits Upon Leaving Service of the Board – years of seniority shall be calculated using the previous year's vacation seniority plus the hours up to the employee's last day of employment as calculated below.
1. All regular hours worked: specifically --
 - a) Regular hours
 - b) Casual hours (seniority credited as a casual employee will be accumulative and credited retroactively once the employee has passed a probationary period in a permanent position)
 - c) Part time hours
 - d) "Special funding hours"
 - e) Continuing appointment school term employees working additional hours, e.g. during July or August on a casual time or draw time basis.
 - f) Vacation hours
 2. While on WCB leave.
 3. While on Deferred Salary Leave for the ratio worked, e.g. a ten-month employee would not receive credit for weeks or months not normally worked.
 4. While on E.I. Sick Leave and Sick Leave Trust.
 5. While on leave of absence with pay.
 6. While on approved Leave of Absence without pay to a maximum of seventy-five (75) days per year.
 7. While on maternity leave per (6.3) Employment Standards Act.
 8. The above shall apply to casual employees for the duration of posted temporary positions and assigned backfills.

7.4 Orientation and Familiarization

There shall be up to a three-day orientation and familiarization period for a new employee and for employees who transfer or post to a new school, location, or job function. Adequate time shall be allowed to the employee who supervises the orientation and familiarization period in order that he/she will not be required to take time from his/her own or new position to complete the process.

7.5 Promotions, Demotions and Transfers

A. In making promotions, demotions, or transfers, the required knowledge, ability and skills for the positions shall be the primary consideration. Where an employee applies for promotion, demotion or transfer and has the knowledge to fill the vacancy, the employee shall be given the opportunity to prove ability and skills in the position, provided that:

1. The employee has not been employed in a position with the Board where he has demonstrated this ability and skills for such a position, and
2. The employee has seniority over all other applicants.

Where two or more applicants are capable of fulfilling the duties of the position, seniority shall be the determining factor provided always that current service employees shall be given preference over any other type of applicants.

3. For Supervisor I, II, III & IV positions, the employer will interview and test the four (4) most senior applicants possessing qualifications for the posted position. Selection for the position will then be based on knowledge, ability and skills.

In the event that two (2) or more of the candidates interviewed are relatively equal in terms of knowledge, ability and skills, the employer will select the most senior applicants.

The Union will be present for the interview process. In the event none of the four (4) most senior internal candidates possess the required knowledge, ability and skills, then the next four (4) most senior applicants possessing qualifications will be considered. This process will continue in increments of four (4) or less until a candidate has been selected or all internal applicants have been deemed to not have the knowledge, ability or skill.

Only once the internal process has been exhausted, can the Board consider or advertise for outside applicants.

The successful applicant will be given a sixty (60) working day trial period.

- B. In the event of layoffs, the employee with the least seniority shall be the first laid off.
- C. It is further understood and agreed that the employees concerned retain the right to appeal under the grievance procedure contained in this Agreement.
- D. If a regular employee is promoted or transferred or demoted to a classification for which the Union is the certified bargaining authority, then the promoted employee shall be considered an employee "on trial" for a period of fifteen (15) working days exclusive of holidays, leaves of absence and illness.
- E. In the event an employee who is promoted, demoted or transferred (to a different classification) proves unsatisfactory or is dissatisfied during the aforementioned period, he or she shall be returned to their former position or to a position of equal status if the former position no longer exists, without loss of seniority or salary and any other employee promoted or transferred because of the rearrangement of positions shall, if necessary, be returned to his or her former position without loss of seniority or salary. Application for transfer, as outlined in paragraph H, shall not apply to employees returned to a position of "equal status".
- F. Any employee promoted or transferred or demoted into a different classification may be required to stay in the position for a period of fifteen (15) working days, notwithstanding that he may have expressed dissatisfaction with the position. If the employee returns to his or her original position or leaves the employ of the Board within the above-mentioned "on trial" period, the posting file shall not be reopened. If required, a new posting will be issued.
- G. If a regular employee transfers within the same classification and if the employee is dissatisfied with the new position(s) he/she may revert to their former position within five (5) working days.
- H. Where an employee requests and receives a permanent transfer from one place of work to another, such employee shall not be eligible to apply for another permanent transfer for a period of twelve (12) months following the effective date of transfer. Employees who wish to revert back as outlined in E and G above shall not be entitled to do so if they have exercised this option during the previous twelve (12) months. However, it is understood and

agreed that the Board may at its discretion initiate transfers during the aforementioned twelve (12) month period. This provision shall not prohibit an employee making an application for promotion.

7.6 Termination of Service

A. Termination of Service

The Board will give employees who have completed their probation period with less than one (1) year of service, two (2) calendar weeks' notice, or two (2) calendar weeks' pay in lieu of notice when an employee's services are no longer required.

The Board will give employees, with more than one (1) year of service, one (1) month's notice or one (1) month's pay in lieu of notice, when an employee's services are no longer required.

Wherever possible, an employee will give the Board two (2) calendar weeks' notice of termination of employment.

B. Dismissal

Employees, for proper cause, may be dismissed without notice and at the time of such dismissal shall be entitled to all earned, accumulated and statutory benefits. Any employee dismissed with or without notice and/or benefits shall retain the right to the established grievance procedure outlined in this Agreement.

Where an employee has been dismissed with or without notice, and has submitted an appeal in accordance with the provisions of the grievance procedure contained in this Agreement and as a direct result is subsequently reinstated, he or she shall be reimbursed with full pay for the period between dismissal and reinstatement.

Where an employee is dismissed for proper cause, the Board shall advise the employee, at the time of dismissal in writing, of the reason for dismissal.

Where an employee is dismissed for proper cause they shall not be eligible for payment of service recognition.

C. The parties agree that casual employees who are terminated have access to the grievance procedure.

D. It is recognized that the district faces a proportionately stiffer test in proving "proper cause" for termination based on an increasing amount of seniority. The Board faces a lesser test for employees with no bidding rights than for probationary employees. Likewise, the Board faces a lesser test for probationary employees than for regular employees who have completed the probationary period.

7.7 Personnel Files

A. Personnel Files

Employees may review the contents of their personnel file which shall be located at the Board Office, 550 Poirier Street, Coquitlam. The following arrangements shall apply:

1. Data entered into the file subsequent to the date of employment may be viewed.
2. Viewing will be by prior appointment.
3. The employee must make an appointment at a time other than his regular working hours.
4. The file may be viewed not more often than once per year.
5. The viewing will be done in the presence of the Director of Human Resources or designate.
6. The employee must produce adequate identification to the Director of Human Resources or designate.
7. No items may be removed from the file but the employee may request copies of items in the file.

B. Adverse Report

1. The Board shall notify the employee and the Union in writing of any major expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint. The employee's reply to such a complaint, or accusation shall become part of his/her record. Any adverse report or complaint shall be signed by the complainant before it is discussed with the employee or entered into his/her personnel file and if not signed shall be deemed invalid and inadmissible for any purpose.
2. Verbal or written adverse reports will be removed from an employee's file after eighteen (18) months.
3. Discipline involving a suspension will be removed from an employee's file after twenty-four (24) months.

7.8 Layoff and Recall

A. Definition

1. A layoff shall be defined as a reduction in the work force, or any reduction of hours for any employee except as outlined in Article 7.9, Declining Enrolment - Work Reduction. Any twelve (12) month position reduced to a ten (10) month position is considered to be a layoff. No other form of layoff shall be made until there is consultation with the Union.
2. It is not the intent of these layoff and recall procedures that full and/or part time school term employees be allowed to bump other employees during the normal school closure periods.

3. Role of Seniority

Both parties recognize that job security shall increase in proportion to length of service.

4. Layoff Procedure

- a) The employer shall notify incumbents when positions are subject to layoff.
- b) An employee with the least seniority shall be the first laid off.
- c) Thereafter employees may exercise their rights to bump on a seniority basis.
- d) An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is capable, pursuant to Article 7.5, to perform the work of the less senior employee. The right to bump shall include the right to bump up.
- e) If a position is eliminated by the Board, and subsequently reinstated within a period of sixty (60) calendar days from the date of the notice of layoff, the employee who previously held that position shall be given the opportunity to return to that position. Any resulting vacancy shall be subject to the posting provisions.

5. Recall Procedure

- a) Employees shall be recalled in the order of their seniority.
- b) It is the responsibility of each employee to maintain a current telephone number and mailing address with the employer at all times. The employer will contact, personally, the employee to be recalled by telephone, registered letter or courier to the mailing address last provided by the employee.
- c) Failure to report to work upon recall within 72 hours on receipt of notice shall mean that such employee has no further right.
- d) Exceptions can be made where an employee is unable to report to work due to circumstances beyond his/her control.
- e) Employees who are laid off shall remain on the recall list for a period of one (1) year from the date of layoff. The recall period shall be extended for periods of employment by the number of shifts a laid off employee works in casual assignments.

- f) Employees who are laid off and subsequently attain a temporary posting shall at the end of the term of the temporary position be deemed to be on a new lay off and the one (1) year period of recall shall begin again.
- g) In the event of layoffs not exceeding the period of one (1) year, the Board agrees that it will offer employment to employees affected by such layoffs prior to engaging any new employees for similar work.
- h) When a former employee is subsequently re-employed on permanent staff within one (1) year, he or she shall be credited with previous service for the purpose of determining length of service in connection with vacations and other benefits based on length of service.
- i) Posting procedures as outlined in Article 2.3 of this agreement will continue to apply, however, bumping procedures under this clause will prevail in the event of a layoff.
- j) Employees who are on the recall list shall be deemed to have applied for all posted positions within their sphere of work and shall be deemed to be recalled when they are the senior applicant for a position which has the same or greater hours than their former position, is the same shift (afternoon or days) and is in the same classification.

6. Advance Notice of Layoff

- a) Unless legislation is more favourable to the employees, the employer shall notify employees who are to be laid off, as per Article 7.6 A. of this agreement, prior to the effective date of layoff.

Note: Employment Standards Act provides for an additional week's notice for each subsequent completed year of employment (after 4 years' service) up to a maximum of 8 weeks notice.

- b) If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available.
- c) Normal school closures (summer, spring break, Christmas) shall not be counted for the purpose of layoff notice for ten-month employees only. The aforementioned periods are considered as part of the notification period for twelve-month employees.
- d) When the Board designates that schools are closed for pupils due to inclement weather in accordance with Ministry guidelines, layoff notice for those employees covered by Article 5.1 H1., 5.1 I., 5.1 J. is not applicable.

7. Benefits on Layoff

An employee who retains rights of recall shall be entitled, if otherwise eligible, to maintain participation in the medical services plan, extended health plan and dental plan. Payment of the full cost of such benefits will be made by the Board for the first two (2) months and thereafter by the employee for as long as the employee retains recall rights.

8. Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at the stage of the Board Committee.

7.9 Declining/Increasing Enrolment

A. Declining Enrolment - Work Reduction

If it is necessary to reduce the hours of work as a result of declining enrollment, employees whose hours are reduced by ten (10) hours or more per pay period, during any given fiscal year (July 1 to June 30), shall be considered to have suffered a layoff as per the terms of this agreement.

Note: (For benefit provisions, full time employees reverting to part time employment as a result of declining enrollment please refer to Article 6.16)

B. Increased Enrolment

1. It is recognized by the parties that from time to time it is necessary to increase the hours of work of some employees due to increased enrollment.
2. The Board agrees to post all positions which have an increase of more than ten (10) hours per pay period. The Board shall also post all positions which have an increase of hours where the increased hours would create a full time position or would make that position eligible for benefits.

7.10 Severance

A. Severance Pay

1. An employee who is laid off with less than one (1) year of seniority shall receive no severance pay.
2. An employee with 1 to 2 years seniority shall receive .8% of annual salary.
3. An employee with 2 years to 5 years seniority shall receive 1.6% of annual salary for each year of seniority.
4. An employee with an excess of 5 years seniority shall receive 3.2% of annual salary for each year of seniority up to a maximum of 6 months' salary.

B. Calculation of Severance

1. Salary on which severance pay is calculated shall be based on the employee's rate of pay on the last day worked multiplied by the number of hours the employee would normally work.
2. An employee who is laid off as a result of declining enrollment shall receive severance pay as outlined.
3. The employee may elect to receive severance at any time during the first twenty (20) working days after being notified that a bump has been approved or the employee has notified the employer that the employee will go on the recall list, whichever is the earlier.

C. Severance/Recall

1. An employee is not eligible for severance in the event of an increase in hours (for the employee) or, where because of a formula, the employee's position is changed and the value of the job increases and the employee fails to apply for the position as posted or refuses to accept the new increased hours.
2. An employee whose employment is terminated or who is laid off may, instead of receiving severance pay, elect to have his/her name placed on a recall list for a period of up to (one) 1 year.
3. An employee who has received severance pay and who is subsequently rehired by the Board, shall retain any payment made but the calculation for future years of service shall commence with the date of rehiring.
4. An employee who accepts severance pay shall have no further right to re-employment or recall to employment.
5. The employee retains the right of refusing a job outside his normal sphere of work without losing the right to severance pay.
6. The employee shall be placed on the recall list and if, after one (1) year on the recall list, work within the sphere is not available, the employee shall be paid severance.
7. The employee must accept a job within his normal sphere of work by either exercising his bumping right or returning from the recall list. If an employee does not accept an available job within his normal sphere of work then he will not be considered eligible for either severance pay or the recall list.
8. Normal sphere of work shall be considered as clerical, trades, caretakers, cafeteria employees, etc.

9. Should an employee accept a position either from the recall list or by exercising his right to bump and not prove satisfactory, the employee must either accept severance or place his name on the recall list. If the employee proves unsatisfactory on the second position selected from the recall list, the employee must either accept severance or return to the recall list on the understanding that the employee must accept the next position for which the employee is qualified, regardless of classification or hours. If the employee proves unsatisfactory in that third opportunity the employee will be terminated without severance.
10. It is not the intent of the above clauses that regular 10-month employees will be entitled to receive severance pay as a result of normal school closures.
11. Severance pay will not apply to casual employees employed for a temporary period.

7.11 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wages, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, or discharge by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or activity in the Union. It is agreed that none of the foregoing shall hinder the employer's right to discipline, suspend or discharge an employee for just cause.

7.12 Communicable Disease Protection

To protect against the contraction or to effect a cure of communicable diseases, the Board will pay, upon recommendation of the Public Health or its Medical Officer, any costs not met by an employee's own medical insurance coverage for injections, or medication in lieu of injection, for an employee working in an environment where communicable diseases have been shown to exist.

It was agreed that protocols and procedures will be referred to the Superintendent's committee to develop a district statement for all employees.

ARTICLE 8: TECHNOLOGICAL CHANGE & VISUAL DISPLAY TERMINALS

8.1 Technological Change

A. Definition

"Technological Change" means:

1. The introduction by an employer of a change in his work, undertaking, or business, OR a change in his equipment or material from that equipment or material previously used by the employer in his work, undertaking or business; OR,
2. A change in the manner in which an employer carries on his work, undertaking or business related to the introduction of that equipment or material.

B. Special Joint Committee

1. Both parties recognize that the introduction of computer-based systems can be to the mutual advantage by improving systems, efficiency, and developing better working conditions.
2. This committee shall consist of three (3) representatives from the Union (Local) and three (3) representatives from the employer.
3. The committee shall meet on a regular basis or at the request of the Union or employer to consider, monitor, and analyze:
 - Developments;
 - Changes in working methods and the effects on jobs; and,
 - Any proposed introduction or extension of computer-based systems.

This information shall include the employer's long-term plans for the introduction of new technology.

- C. During the term of this Agreement any dispute arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement.

Where the Board introduces, or intends to introduce, a technological change that:

1. Affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and
 2. Will affect the manner in which an employer carries on his work, undertaking or business related to the introduction of that equipment or material, then either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under the grievance procedure of this Agreement, by-passing all other steps in the grievance procedure.
- D. The arbitration board shall decide whether or not the employer has introduced, or intends to introduce, a technological change, and upon deciding that the employer has or intends to introduce a technological change, the arbitration board:
1. Shall inform the Minister of Labour of its finding; and
 2. May then or later make any one (1) or more of the following orders:
 - a) That the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 - b) That the Board will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
 - c) That the Board reinstate any employee displaced by reason of the technological change;
 - d) That the Board pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable;
 - e) That the matter be referred to the Labour Relations Board and upon such reference being made, the provisions of Section 77 of the Labour Code of British Columbia shall apply.

8.2 Visual Display Terminals (VDT)

Where an employee is required to operate a visual display terminal, the following will apply:

- A. The employee will not monitor a screen continuously for longer than:
- Two (2) hours of routine terminal use without either a 15-minute rest period or re-assignment to other work for a period of 15 minutes or more; or
 - One (1) hour of intensive terminal use without either a ten-minute rest period or re-assignment to other work for a period of ten (10) minutes or more.
- B. An employee will not be required to monitor a full-display VDT screen during the last half hour of a shift.
- C. No employee will be required to work at monitoring a full-display VDT screen for more than a total of six hours in any one (1) day.
- D. A pregnant woman shall have the option to refuse or to continue to operate a VDT.

If there is not sufficient work available to permit a reassignment, an employee will be considered to be on leave of absence without pay until she qualifies for maternity leave. An employee shall apply for maternity leave at the same time as leave of absence commences.

At the request of the employee, health, medical and insurance benefits will be continued in effect until the employee commences maternity leave. The cost of continuing these benefits will be paid by the employee. (See Article 6.3 F.5. Maternity Benefits).

- E. The Board will ensure that all visual display terminals are serviced on an annual basis by a qualified person or persons. Terminals found to be injurious to the health of the operator shall be removed from service until repaired.
- F. The Board will provide a preliminary eye examination by an ophthalmologist for employees at the time the employee is assigned to perform work involving monitoring of a full-display VDT screen. Annual re-testing of eyes shall also be carried out at the employee's request. The Board will pay for these eye examinations if the cost is not covered in an insurance plan, but not for time lost (wages).

If an Ophthalmologist recommends, by form of prescription, the need for eye glasses/lenses for VDT work, the Board will pay up to \$100 for lenses.

A committee to review and report on safety and testing radiation levels from VDT or CRT shall meet as required.

ARTICLE 9: APPRENTICESHIP PROGRAM

- A. This clause shall apply to apprentices who enter into a contract with the Board under the provisions of the Apprenticeship and Trades' Qualification Act.
- B. Every apprentice shall be bound by all the provisions of the Collective Agreement between the Board and the Union prevailing from time to time.
- C. This clause and the contracts of apprenticeship entered into pursuant to this Agreement shall be governed by the provisions of the Apprenticeship and Trades' Qualification Act except for the wage rate which shall be as follows:
 - ◆ Year 1 - 80%,
 - ◆ Year 2 - 85%
 - ◆ Year 3 - 90%
 - ◆ Year 4 and subsequent years - 95% of the applicable trade rate.
- D. An apprentice shall be paid the difference between the regular rate of pay and the sum of any board, lodging, transportation or other allowances granted by the Ministry of Labour and/or Canada Manpower while attending full time courses requiring five or more hours of instruction per day set by a training authority established under the Apprenticeship and Trades' Qualification Act during each year of apprenticeship. This payment shall be made for only one (1) course of apprenticeship completion and certification. No payment shall be made to an apprentice for repetition of a course occasioned by his failure to pass an examination.
- E. Where an apprentice is absent from work by reason 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 Superintendent of Schools or his/her designate. Should there be no extension(s) the apprentice's contract shall be terminated and the employee placed on recall.
- F. 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 and the employee placed on recall.
- G. Apprentices shall be notified at least two (2) calendar months prior to the completion of their apprenticeship if there are no vacant positions in the trade to which they apprenticed; so that they may apply for other job postings.
- H. 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 trades' 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. If no positions are available the apprentice shall have the opportunity of bidding on another position with the Board at the rate of pay for that position. If no position is available through the job posting, the apprentice shall be placed on the recall list for the apprentice's trade and for his/her former sphere of work. If the apprentice obtains another position and a trades position is subsequently posted, the employee shall be eligible to apply.
- I. All vacancies for apprentice positions shall be posted in accordance with the provisions of the Collective Agreement and all employees shall have the opportunity to bid on the apprenticeship position with the Board.
- J. The Board will ensure that the apprentices will be given the necessary on-the-job practical training.

- K. Entrance to any apprenticeship will be subject to the applicant meeting the standards required for acceptance by the Apprenticeship and Industrial Training Branch.
- L. Where an apprentice incurs delay in taking one (1) of the tests due to unavailability of an examination or rescheduling of an examination, the delay shall not prejudice his/her right to wage increments provided for in this Agreement.
- M. The first sixty (60) working days of the term of apprenticeship shall be a probationary period. Should the employee prove unsatisfactory during the probation period, he shall be returned to his/her former position and any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her former position. The apprentice may request to be returned to the former position within the first twenty (20) working days of the probationary period.
- N. The Apprenticeship Agreement shall be prepared before the end of the probationary period and shall be signed by the apprentice (and, if a minor, his/her parent or guardian).
- O. Each applicant for an apprenticeship (and, if a minor, his/her parent or guardian), shall be given an opportunity to read these standards before signing the Apprenticeship Agreement.
- P. Every Apprenticeship Agreement entered into under these standards of apprenticeship shall contain a clause making these standards a part of the agreement with the same effect as if expressly written therein.
- Q. Copies of each Apprenticeship Agreement, completely filled out, shall be given to the apprentice and the Union.
- R. Apprentices shall be required to attend classes pertaining to his/her trade as laid down by the Apprenticeship Branch of the Ministry of Labour, British Columbia.
- S. In cases of failure on the part of any apprentice to fulfill his/her obligations in respect to school attendance, the Board, subject always to the Grievance Procedure contained in this Agreement, shall have the authority to recommend to the Apprenticeship Branch of the Ministry of Labour, British Columbia, that they suspend or revoke his/her agreement, or to notify the Union of the violation for disciplinary action. Any appeal through the Grievance Procedure shall be settled prior to a recommendation being made to the Apprenticeship Branch of the Ministry of Labour. If the apprenticeship agreement is revoked, the employee shall be placed on recall.
- T. Should the apprentice wish to terminate the apprenticeship agreement he/she may obtain another position through the job posting; however, he/she shall not be eligible to apply for another apprenticeship in that trade.
- U. An apprentice who is placed on a recall list as identified in E., F., H., or S., above shall be subject to the terms of Article 7.10 except that severance pay would be available only after a full year on the recall list.
- V. 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.
- W. 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.
- X. It is recognized that some unforeseen problems may arise in respect to this 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.
- Y. The ratio of apprentices to journeymen shall not exceed one apprentice to four journeymen.
- Z. 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.

ARTICLE 10: GENERAL

10.1 Amalgamation or Merger

In the event that the school district is amalgamated, regionalized, or merges with any other body, the Board will undertake to encourage the new district and/or region to implement the working conditions and benefits of the current Collective Agreement, unless the terms of any agreement which the merging district and/or region has are superior to the working conditions and benefits in the current Collective Agreement. In such case the Board will endeavor to have the conditions of the merging Agreement apply.

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

10.2 Crossing Picket Lines

An employee shall have the right to refuse to cross a legal picket line. Failure to cross such shall not be considered a violation of the Agreement. Employees losing work time as a result of not crossing a legal picket line will not be paid.

10.3 Delivery of Bank Deposits

No employee shall be required to deliver deposits to a bank.

10.4 Health & Safety

A. Composition of the Committee

An Occupational Health & Safety Committee shall be established.

1. The committee will be composed of an equal number of CUPE and Employer representatives, but with a minimum of two CUPE Local 561 and two Employer members.
2. The Committee shall elect a Chair and a Vice-Chair. If the Chair is a member of the CTA, the Vice-Chair will be a member of CUPE Local 561. If the Chair is a member of CUPE Local 561, the Vice-Chair will be a member of the CTA
3. The Committee shall elect a secretary, who shall be an employer appointee to the Committee.

B. Function of the Committee

The Industrial Health & Safety Committee shall assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the Industrial Health & Safety Program and shall promote compliance with the regulations of the Workers' Compensation Board.

C. Meetings

The committee shall hold regular meetings at least once each month to review:

1. Reports of current accidents or industrial diseases, their causes and means of prevention, and
2. Remedial action taken or required by the reports of investigations and inspections, and
3. Any other matters pertinent to industrial health and safety.

D. Duties of the Committee

1. Minutes of the meetings shall be recorded by the secretary of the committee and copies of these minutes shall be forwarded immediately to the Superintendent of Schools of the Board, the Secretary of the Union and the Workers' Compensation Board.
2. Determine that regular inspections of the place of employment have been carried out, as required by WCB regulations.
3. Determine that accident investigations are made, as required by the WCB regulations.

4. Recommend measures required to attain compliance with WCB regulations and the correction of hazardous working conditions.
5. Determine that structures, equipment, machinery, tools, methods of operation and work practices are in accordance with the WCB regulations.
6. Consider recommendations from the work force with respect to Industrial Health and Safety matters and recommend implementation where warranted.
7. In the event of an accident, an incident or an occupational health problem, a Union member of the Health and Safety Committee shall be allowed to complete an investigation of the occurrence.

E. Other Regulations

All other regulations contained in the Workers' Compensation Act and regulations, although not specifically expressed herein, shall be recognized and adhered to.

F. Right to Refuse

The parties recognize the WCB Industrial Health and Safety regulations that state: No person shall carry out or cause to be carried out any work, process or operate or cause to be operated any tool, appliance, or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

G. Disclosure of Information

The employer shall provide the Occupational Health and Safety Committee upon written request, written information which identifies all the biological agents, compounds, substances, by-products, and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

10.5 Job Security

The Board has the right to contract out any work, however, such contracting out shall not affect the continued employment (no reduction of hours, days, etc.) or recall of those persons covered by this Agreement.

A joint committee consisting of six individuals will be established to review quarterly capital projects and maintenance work which may be contracted by the Facilities Department, and management will consider any alternatives and suggestions provided by the Union.

10.6 Metrication

Any metric tools and/or courses required by the Board will be financed by the Board. The authority to determine where courses are required rests with the Board, as does determination of metric tool requirements.

10.7 Sexual and Personal Harassment

The Union and the Board recognize the right of all employees to work in an environment free from sexual and personal harassment.

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. Complaints of sexual or personal harassment shall be treated in strict confidence by the Board and the Union.

An employee experiencing harassment shall not be forced to transfer unless he or she specifically consents to the transfer. Such a transfer, nor the time it takes to effect an adequate transfer, shall not result in a lesser hourly rate of pay, wages, hours of work, loss of pay or wages or reduction or loss of any benefit.

In the first instance the alleged complaint shall be dealt with by the Superintendent of Schools or his/her designate and the President of the Union.

If they are unable to resolve the issue, then the grievance shall be dealt with at the Committee stage (Step 3) of the grievance procedure. An alleged harasser shall not sit on any committee dealing with the grievance.

10.8 Special Clothing

A. Crossing Guards

Uniforms are to be supplied to the extent they are provided by the Ministry of Education.

B. Rain Gear

The Board agrees to keeping a stock of heavy rain gear for all outside workers and to up-date that stock as necessary.

C. Other

The Board shall supply suitable leather gloves or mitts and earmuffs or other protective equipment and clothing. Carpenters will be provided aprons by the employer.

The Board shall supply and maintain suitable protective clothing for all employees who may be required to perform the following work: cleaning or re-bricking of boilers, cleaning of manholes, septic tanks, welding or cleaning of heavy equipment.

D. Lab coats or smocks shall be in each stationery supply area for the use of employees using duplicating equipment and shall be supplied to Teacher Assistants, kitchen staff and Resource Centre employees. A committee of cafeteria workers will provide input on choice of cafeteria uniforms.

E. The Board shall provide one (1) set of rain gear per school.

F. The Board will supply and clean three pairs of protective coveralls or smocks as requested by Trades - Painters and apprentices.

G. Safety Footwear to a maximum of \$125 may be provided as required for permanent shop employees.

10.9 Tools

A. Trades' Allowance

Trades and apprentices required to supply their own hand tools shall receive an annual tool allowance of \$150.00.

B. Tool Kits

The Board will supply each uncertified tradesperson with a kit of tools. Contents of the kit shall be determined by the Board after discussion with the uncertified tradesperson employed as at May 1, 1983.

10.10 Use of Buildings

A. Community Use of Buildings

If the community uses a school facility at a time when caretakers are not assigned to work, the Manager of Custodial Service may assign a Local 561 employee to cover the community use of the facility. Employees designated for this service shall be on a volunteer basis and no employee shall be required to accept the duty should they not wish to. Members of the Union will do all of the cleaning required for such use of schools.

B. Saturday and Sunday Use of Building

In those schools which are opened on Saturday and Sunday for public recreation or educational purposes, relief caretaker and relief cafeteria staff only may be employed at the straight rate of pay applicable to Caretaker I and Grounds I rates, except as provided for in Article 5. It is understood and agreed that no regular full time employee should normally be required to perform relief caretaker duties in accordance with the provisions of this section; and that no relief caretaker shall be required to work more than eight (8) consecutive hours per day exclusive of meal times.

No relief caretaker shall be paid for less than four (4) hours after being called out.

Should it become necessary for a regular full time employee to work on a normal rest day for any reason whatsoever, the normal overtime provisions shall prevail as provided in Article 5.

10.11 Work of the Bargaining Unit

The Union shall not have its certificate of bargaining authority reduced as a result of volunteers.

The Board further agrees that volunteers will be supernumerary to established positions in the bargaining unit and that the use of volunteers will not result in the layoff of employees. Duties of the laid off employee(s) will not be performed by volunteers at that location.

For the purposes of this Article 10.11 layoff shall mean a reduction in the work force or any reduction of hours for any employee.

10.12 Work Load

In the event that an employee is required to perform duties which are usually carried out by another employee who is absent from work, his/her own work load may be prioritized to accommodate the work to be performed.

10.13 Injury Pay

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

10.14 Self-funded Leave Plan (Optional)

The Board will maintain a self-funded leave plan in which an employee may choose to participate. Applications for participation in the plan will be received any time during the year with the contribution date commencing in the January following receipt of the application.

10.15 Level 2 Occupational First Aid Certificate

- A. Payment of an additional sixty-five (65) cents per hour will be made to designated employees who hold a Level 2 Occupational First Aid Certificate
- B. Training will be undertaken on a voluntary basis. Upon receipt of certification an employee may be designated by the Board.
- C. First Aid training shall be done on the Board's time, normally during January and February. The Board shall provide up to one-half (1/2) day, with pay, to enable the employee to prepare for the examination. The number to receive training shall be as determined by the employer.
- D. Designated Level 2 Occupational First Aid attendants shall rotate each February 1st and August 1st at each work site in order to maintain the skills and practice of attendants.

10.16 Level 1 Occupational First Aid Certificate

Payment of an additional ten (10) cents per hours will be made to designated employees who hold a Level 1 Occupational First Aid Certificate.

10.17 Indemnification

- A. The Employer 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 action or proceeding, whether civil or criminal, arising from any acts or omissions which arose out of the normal performance of their duties, including any duty imposed by any statute.
- B. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

10.18 Testimony on Behalf of the Board

An employee required to testify on behalf of the Board in any proceedings will be compensated at his or her regular rates of pay for time spent at the proceedings, and for travel time.

10.19 Work at Home

The Board agrees that none of its employees will be required to do work of the employer at their place of residence.

10.20 Employees will be reimbursed annual gas, plumbing, fire alarm certification when required by the employer.

SALARY SCHEDULE (page 1)

Please click Pay rate 2006/2010 worksheet on website

SALARY SCHEDULE (page 2)

Please click Pay rate 2006/2010 worksheet on website

NOTES

1. Each time a coat of varnish is applied to a gymnasium floor or stage by a caretaker employee, a payment of \$4.00 shall be paid to the caretaker or divided between two or more caretakers if two or more caretakers apply the varnish.
2. All persons employed as trades at December 31, 1974 shall be considered to be Certified Maintenance Trades.
3. The employee servicing the grit chamber at the loco Elementary School or Groundsperson working on acid traps will receive a premium of fifty (50) cents per hour during the time it takes to perform these services.
4. An additional twenty (20) cents per hour will be paid for painting in the spray booth.

GENERAL NOTES

1. No employee shall receive a reduction in salary as the result of the implementation of this schedule. For payroll purposes, the implementation of any pay schedule increases shall be arranged for the beginning of the first complete pay period.
2. Employees who are designated by their supervisor to substitute in a position requiring a higher rate of pay are to receive the rate assigned in the Agreement effective the first day. This does not apply to Casual Clericals performing clerical work.
3. When the Board replaces a site supervisor for caretaking, cooks/culinary assistants, or grounds for less than sixty (60) days, the employee in that classification, and at that worksite with the highest seniority, who is willing to perform the duties shall be appointed with the exception of caretakers, grounds, or cooks, it is the decision of the employer whether an employee is rated up, on the absence of a higher-rated position.
4. All trades shall supply their own hand tools. The painter tradesperson shall be supplied with paint brushes, rollers and trays as needed.
5. **Lead Hand Maintenance Trades**
A Maintenance Trades assigned by the Board to supervise in two or more trades.
6. **Shop Assistant**
A journey tradesperson assigned to the staff of a secondary school, employed on a ten-month basis to assist in the Industrial and Vocational Education program.
7. **Lead Hand Painter**
A Maintenance Trades, certified as a painter, who supervises three or more journeyman painters working with him.
8. **Uncertified Trades**
The Board shall not employ more than one (1) Uncertified Trades for each five Tradespeople employed. Uncertified Tradespersons may upgrade themselves by passing Government exams (T.Q.) providing there is a journeyman vacancy. Should the number of Certified Tradespeople employed fall below 20, the ratio of non-certified to Certified Tradespeople will be reduced to 1 uncertified to 7 certified.
9. **Equipment Operator**
This classification to apply to an employee operating a tractor of thirty horsepower or over. Employees working the majority of their time as equipment operators shall receive statutory holiday and sick leave payments at the equipment operator rate.
10. **Caretaker IV**
Head caretaker in charge of a school which has assigned 80 or more caretaker hours per day.
11. **Caretaker II**
Head caretaker in charge of the school. This category applicable when a school has assigned to it a total of 20 or more caretaker hours per day.

12. Grounds II

This category will apply when the employee has assigned, for at least 50% of the time in a calendar year, 20 or more Grounds hours per day, when the Grounds II is in charge. The rate will be paid through the year, not only while he is working directly with the men.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed on the 2nd day of June, 2006.

**ON BEHALF OF THE BOARD OF
SCHOOL TRUSTEES OF SCHOOL
DISTRICT NO. 43 (COQUITLAM)**

M. Hyndes
Chair

L. O'Melinn
Secretary-Treasurer

R. D. Carson
Dir. of Human Resources
Chief Negotiator

**ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 561**

D. Ginter, President
CUPE Local 561

Colin Gray, Treasurer
CUPE Local 561

Brenda Dane, Secretary
CUPE Local 561

**LETTER OF UNDERSTANDING ON POSTING AND
BUMPING PROCEDURES**

**BETWEEN:
SCHOOL DISTRICT NO. 43 (COQUITLAM)
AND:
CUPE LOCAL #561**

The parties will enter into a Letter of Understanding that reads as follows:

- A. The parties agree that the introduction of location into the posting provisions of the collective agreement results in anomalies with respect to posting and bumping which affect the positions of Special Education Assistants (SEA) and Youth Workers. The parties agree to apply the posting and bumping provisions in recognition of the following factors:
1. There may be a necessity with respect to certain Special Education Assistant or Youth Workers positions to require, in either the posting or selection process, that applicants be selected on the basis of gender to reflect needs unique to the position. Examples include positions where the students in the program include a preponderance of abused females who require a female role model to make the program effective. A further example is where the student or students involved in the program require physical assistance with respect to personal needs that can best be accommodated by an employee of the same sex as the student or students.
 2. A reality of the Special Education Assistance and Youth Worker programs is that circumstances may arise requiring the granting of additional hours to employees in part-time positions during the school year where posting the position would disrupt the program by reason of disrupting established relationships that are expected to endure to the end of the school term. In that context the Union agrees that additional hours may be granted to part-time employees in those classifications during the school year on a temporary basis without posting. If the requirement continues beyond the school year, the position involving the increased hours will be posted.
 3. The parties acknowledge that the same potential for disruption exists where the hours in a particular position in the Special Education Assistant or Youth Worker classifications are reduced or eliminated, thus triggering a right in the employee to bump into other positions and perhaps disrupt relationships. The Union agrees in those circumstances that the Employer can make up the hours at another location on a temporary basis for the duration of the school year. In the event the employee is not able to obtain a satisfactory position at the end of the school year, bumping rights will be implemented.
 4. The parties recognize that circumstances may arise where a student receiving one-on-one assistance transfers to another location, or circumstances may require the movement of a special needs program to a new location. The employee assigned to that student or program may move with the student or program to the new location. However, if this movement would result in a vacancy, the employee may opt to remain at the original location. Should there be a circumstance that makes it inappropriate for the employee to move to the new location, and the hours are not required at the original location, the employee may be assigned as a relief Special Education Assistant at the same number of appointed hours on a temporary basis for the duration of the school year. It is expected that the employee would then post to another position of equal or greater hours as quickly as possible, but if this has not occurred by end of the school year, then the employee would exercise bumping rights. The employee may also be granted immediate bumping rights where bumping would not disrupt the learning relationship between the student(s) and the employee to be bumped.

5. The parties acknowledge that where gender is an issue with respect to a position, employees seeking to bump into that position will meet the gender requirement.
- B. In addition to the anomalies arising specifically with respect to Special Education Assistants and Youth Workers, the parties acknowledge that other anomalies may arise with respect to classifications generally which may require adaptation of the posting and bumping provisions. In particular:
1. Where an employee's hours are assigned to more than one (1) location, the parties agree that with the consent of the employee the hours can be adjusted within the total appointed hours of the employee or consolidated at those locations; however, full time day shift caretaker positions will be posted.
 2. Where hours assigned to an employee are reduced or eliminated at a location, those hours, with the consent of the employee, may be made up at another location for the duration of the school year. In the event the employee concerned does not obtain another position through posting, or if the original hours are not restored, the employee's right to bump will be implemented.
- C. The employer will notify the Union prior to making any adjustments as described in A and B above.
- D. The parties recognize that the introduction of the concept of location may result in further anomalies of application which require addressing during the currency of the collective agreement. There is also the possibility of disputes with respect to the application of this Letter of Understanding. In that event, the parties agree:
1. If a dispute arises, the parties agree to meet and seek to resolve particular anomalies. Where no agreement can be reached, they will submit the dispute for resolution by H. A. Hope or Daniel Johnston.
 2. Any decision given in that process will be binding, but only until the expiration of the current collective agreement, at which time the parties will be free to address the issue in collective bargaining.
 3. In resolving disputes, the parties agree to address and resolve them within the context of the principles implicit in this Letter of Understanding. In particular, disputes will be addressed on the basis of ensuring that the seniority rights of employees are recognized and protected, but, recognizing also that the potential for disruption during the currency of a school year may justify a postponement, but not a prohibition, of the exercise of seniority rights.
- D. This Letter of Understanding will be appended to and form part of the collective agreement, and, subject to collective bargaining, will run with the agreement.

Signed this _____ day of December, 1992.

D. Ginter
CUPE Local #561

G. Caldow
School District No. 43 (Coquitlam)

**LETTER OF INTENT
RE ESTABLISHMENT OF TERMS OF REFERENCE
FOR THE
TECHNOLOGICAL CHANGE COMMITTEE**

**BETWEEN:
SCHOOL DISTRICT NO. 43 (COQUITLAM)
AND:
CUPE LOCAL #561**

The following shall form the basis for discussion of terms of reference for the Technological Change Committee.

The Special Joint Committee shall be responsible for establishing and monitoring:

- a) The development of criteria to ensure appropriate training is made available to employees where changes to the employer's work require the acquisition of greater skills. Such training to be at the employer's expense and, where feasible, during the employee's regular hours of work.
- b) Where training procedures in respect to technological change have been exhausted and the employee is rendered redundant or displaced then the seniority provision or severance/layoff provisions of this Agreement shall apply.

SCHOOL DISTRICT
NO. 43
(COQUITLAM)

CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 561

S. W. Urdahl
Secretary-Treasurer

B. Bolton
President

S. Chartrand
Secretary

J. Ross
National Representative

**LETTER OF UNDERSTANDING ON
BENEFIT ADMINISTRATION JOINT COMMITTEE**

**BETWEEN:
SCHOOL DISTRICT NO. 43 (COQUITLAM)
AND:
CUPE LOCAL #561**

- A. The parties agree that there shall be a standing committee of three (3) Union representatives and three (3) Employer representatives who shall design and update as necessary an employee benefit statement to be used by the parties.
- B. This Letter of Understanding will be appended to and form part of the collective agreement, and subject to collective bargaining, will run with the agreement.

Signed this _____ day of July, 1994.

D. Ginter
CUPE Local #561

G. Caldow
School District No. 43 (Coquitlam)

January 22, 1992

LETTER OF UNDERSTANDING

**BETWEEN:
SCHOOL DISTRICT NO. 43 (COQUITLAM)
AND:
CUPE LOCAL #561**

The parties agree to resolve the policy grievance of contracting out (Grievance No. 114, June 5, 1991) in the following terms:

- a) The Union acknowledges that the term "reduction of hours" in Article 10.5 does not apply to casual employees and that the provision is intended to apply to regular full-time, regular part-time and full-time school term employees.
- b) The Union agrees that the employer is entitled to contract out, or to assign work to municipal employers in the school district. Any contracting out will be subject to the committee process established in Article 10.5 and management will consider any alternatives and suggestions provided by the Union. In the event that Article 10.5 is amended in future agreements, any enhancement of the discussion process will apply to work exchanges.
- c) The District has no current plans to extend their concept of the work exchange program presently in place and will discuss any future proposals for contracting out or exchange of work or services with the Union in the process under Article 10.5.
- d) The District agrees that maintenance of the field at Montgomery Junior Secondary School will be transferred back to the District effective July 1, 1992. The District acknowledges that the bargaining unit has the equipment and skills necessary to maintain the field.

School District No. 43 (Coquitlam)

CUPE Local 561

LETTER OF UNDERSTANDING RE STAFFING AND WORKLOAD LEVELS

**BETWEEN:
SCHOOL DISTRICT NO. 43 (COQUITLAM)
AND:
CUPE LOCAL #561**

1. The following full time equivalent totals for Teacher Assistants, Clerical employees (Board Office, Maintenance, Winslow and School-based) as well as Custodians shall be the minimum staffing levels subject to paragraph (3) herein.

FTE Totals:

	Full Time Equivalent
Clerical/Teacher Assistants*	237.0
Caretakers	182.0

* Subject to reduction to 230.0 FTE based on attrition during the term of this Letter of Understanding.

2. The School District and the Union agree that it is the Employer's duty and right to assign work, to set schedules and to set cleaning levels. In assigning work, and in setting schedules and cleaning levels, the Employer shall do so in an equitable manner amongst those employees in the categories set out in paragraph (1) above. Upon receiving a complaint of an inappropriate or excessive workload assignment, the Union undertakes to fully investigate the matter and eliminate frivolous/unsubstantiated complaints. In the event that the Union files a complaint which questions the workload of specific employees, the parties will meet and attempt to resolve the dispute. If the parties cannot agree on a resolution, either party may then refer the matter to Robert Diebolt (or an alternate) for a binding decision. The parties confirm that Mr. Diebolt (or alternate) has the sole jurisdiction to decide if the specific workload is inappropriate or excessive.
3. It is understood and appreciated that paragraphs (1) and (2) are subject to a decline in student population and/or reductions in the School District's budget. Therefore, this Letter of Understanding may be reopened at any time after December 31, 1997 upon either party giving the other side thirty (30) days' written notice that it believes the full time equivalent levels are no longer valid and/or the workload arrangements must be reviewed. The parties will then have a further thirty (30) days to reach agreement on the means to address the change in circumstances. If they are unable to do so, Robert Diebolt (or alternate) will render a binding decision on the matter.
4. This Letter of Understanding will be appended to and form part of the collective agreement, and subject to collective bargaining, will run with the agreement.

Signed this 13th day of May, 2002

D. Ginter, President
CUPE - LOCAL #561

R. Carson, Director of Human Resources

LETTER OF UNDERSTANDING RE FOOD SERVICES

**BETWEEN:
SCHOOL DISTRICT NO. 43 (COQUITLAM)
AND:
CUPE LOCAL #561**

The parties agree that a process is required that ensures the Union is informed about the anticipated requirements of classifications and hours for the continuation of a viable Food Service Operation for the upcoming school year. For any changes during the school year the provisions of Articles 2.4, 5.1 C., 7.8 and 7.10, will be adhered to. Nothing in this letter of understanding precludes either party from exercising any other existing rights or responsibilities.

The School Meal Coordinator classification will be restricted to Elementary schools and the Cook classifications will be applicable to Middle and Secondary Schools.

Signed this 1st day of June, 1999.

D. Ginter
CUPE Local #561

G. Caldow
School District No. 43 (Coquitlam)

LETTER OF UNDERSTANDING RE LATE SIGN UP FOR BENEFITS

**BETWEEN:
SCHOOL DISTRICT NO. 43 (COQUITLAM)
AND:
CUPE LOCAL #561**

Employees choosing not to sign up for benefits must be actively at work (includes paid leave and vacation but not sick leave, WCB or unpaid leave) if they wish to sign on to these benefits plans at a later date. Employees absent without pay for more than one calendar month must be actively at work for two consecutive calendar months prior to signing on to these benefits plans unless the employee can demonstrate loss of coverage on a parent's/spouse's MSP, Extended Health and/or Dental plan. There will also be a no claims waiting period of six months for dental insurance during which time the employee will be required to pay the full premium cost. The insurer will require proof of satisfactory medical health for late life insurance sign-up.

Signed this 1st day of June, 1999.

D. Ginter
CUPE Local #561

G. Caldow
School District No. 43 (Coquitlam)

LETTER OF UNDERSTANDING RE: REQUALIFYING FOR BENEFITS

WHILE ON SICK LEAVE WITHOUT PAY

**BETWEEN:
SCHOOL DISTRICT NO. 43 (COQUITLAM)
AND:
CUPE LOCAL #561**

Pursuant to Article 6.10 E, employees who have previously benefited from this provision must requalify by having returned to work from unpaid sick leave for a period of twenty-four (24) months. Employees who have not collected the maximum six months of benefits under this provision prior to returning to work and who subsequently go on unpaid sick leave again within twenty-four (24) months shall be entitled to receive the balance up to the maximum six months of benefits.

Signed this 1st day of June, 1999.

D. Ginter
CUPE Local #561

G. Caldow
School District No. 43 (Coquitlam)

MEMORANDUM OF AGREEMENT
BETWEEN:
SCHOOL DISTRICT NO. 43 (COQUITLAM)

(“EMPLOYER”)

AND:

CUPE, LOCAL 561

(“UNION”)

WHEREAS the Employer and Union have amended the terms of the pension plan, and

WHEREAS the parties wish to clarify certain clauses of the collective agreement in respect of the amended pension plan,

The parties hereby agree as follows:

- I. For the purposes of Articles 6. 3 (Leaves of Absence), 10.14 (Self Funded Leave Plan) and 6.13 (Pension), when a member contributes to the pension plan in respect of member required contributions for such leave of absence, the following provisions will apply:
 - A. For periods of the leave which fall within the first seventy-five(75) consecutive working days of leave within each calendar year or for which the Employment Standard Act requires the employer to continue making pension plan contributions, the Board will contribute to the pension plan at 1.5 times the amounts paid by the member.
 - B. For other portions of the leave, the Board will not make any contributions. The employee shall be responsible for all contributions related to such periods. In the event the employee opts to not make further contributions, no pensionable service shall accrue for the remainder of the leave.
 - C. For leaves of absence more than seventy-five (75) consecutive days, the employee will advise the employer prior to commencing the leave of their intent to
 1. contribute their portion of pension contributions for the first seventy-five (75) consecutive days of leave, and
 2. cease or continue full pension contributions following the first seventy-five (75) consecutive days of leave.
 - D. Employees whose sick leave credit has expired, and who wish to continue to receive pension service recognition may do so by paying both the employer’s and employee’s share of pension contributions.
 - E. For employees on WCB wage loss benefits as a result of an injury that arose out of and in the course of employment with the Board, the employer will pay it’s share of pension contributions, providing the employee pays his or her share, for up to seventy-five (75) working days following expiry of sick leave top up. In order to receive pension service recognition beyond the seventy-five (75) working days, the employee must pay both the employer’s and employee’s share of pension contributions.
- II. For the purposes of Articles 6.13 (Pension), 6.16 (Part-Time Employees’ Benefits), and 6.17 (Part-Time and Casual Employees’ Benefits), the following provisions apply:

- A. Effective January 1, 1993, part time employees who are eligible to join the pension plan due to PBSA regulations that permit eligibility once they have exceeded the YMPE in 2 consecutive years are permitted to join the plan providing they make the employee contributions.

- III. Once an employee has joined the pension plan, it provides that he or she cannot opt out. No part of the collective agreement attempts to modify or over-ride that provision.

Agreed this 23rd day of February, 1999

G. Caldow
Director of Personnel and Employee Relations

D. Ginter
President, CUPE, Local 561

MEMORANDUM OF AGREEMENT

BETWEEN:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT #43 (COQUITLAM)

“THE EMPLOYER”

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 561

“THE UNION”

The collective agreement, its existing terms and conditions and those modified in this memorandum of agreement shall be renewed for the period of forty-eight (48) months for the term July 1, 2006 to June 30, 2010.

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

Attachment #1 – Letter of Understanding between Signatory School Boards and Signatory Support Staff Unions, dated May 22, 2006.

Attachment #2 – Letters of Understanding:

1. Article 6.13 A Pension; and
2. Integration of Sick Leave Trust and Long Term Disability

AGREED TO THIS 2nd DAY OF JUNE, 2006

On behalf of the Board

Rob Carson

On behalf of the Union

Dave Ginter

Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

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

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

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

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

Term

July 1, 2006 to June 30, 2010

General Wage Increase

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

Incentive Payment

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

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

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

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

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

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

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

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

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

Skills Enhancement and Retraining Funding

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

Apprenticeship Opportunities Funding

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

Apprentice Sponsor Funding

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

July 1, 2007 \$828,000

July 1, 2008 \$828,000

July 1, 2009 \$828,000

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

Workforce Adjustment Committee Funding

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

Labour Market Adjustment Fund

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

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

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

July 1, 2007 \$1,656,000

July 1, 2008 \$828,000

July 1, 2009 \$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.

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

22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

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

July 1, 2006 \$1,656,000

July 1, 2007 \$828,000

July 1, 2008 \$828,000

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

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

Liaison on Education Policy Matters

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

Education Assistants Committee

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

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

Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:

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

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

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

1.0 Fiscal Dividend:

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

The Fund will be determined as follows:

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

LETTER OF UNDERSTANDING

BETWEEN

SCHOOL DISTRICT NO. 43 (COQUITLAM)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 561

RE: INTEGRATION OF SICK LEAVE TRUST AND LONG TERM DISABILITY

The Union and the Employer agree to form a committee consisting of three (3) members each from the Union and the Employer to make recommendations to the parties regarding the integration of the existing Sick Leave Trust and the proposed Public Education Benefit Trust Long Term Disability Plan.

It is understood, that the intent is the Public Education Benefit Trust Long Term Disability Plan should be a base that is topped up by the Sick Leave Trust to provide enhanced coverage and protection as recommended by the committee.

Signed this 2nd day of June, 2006

Rob Carson
Signed on behalf of the Board

Dave Ginter
Signed on behalf of the Union

LETTER OF UNDERSTANDING

BETWEEN

SCHOOL DISTRICT NO. 43 (COQUITLAM)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 561

RE: Article 6.13 A Pension

The Union and the Employer agree to support the recommendations of the taskforce currently studying the financial viability including the unfunded retirees' benefit liabilities of the Pension Plan.

The provisions of Article 6.13 A will not be used to veto the recommendations of the taskforce.

Signed this 2nd day of June, 2006

Rob Carson
Signed on behalf of the Board

Dave Ginter
Signed on behalf of the Union