

This Agreement made this first day of **July 2019**.

BETWEEN:

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

PARTY OF THE FIRST PART.

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1260  
Chartered by the Canadian Union of Public Employees and affiliated with the  
Canadian Labour Congress.  
(Hereinafter called the "Union")

PARTY OF THE SECOND PART.

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## ARTICLE 1 PREAMBLE

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

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

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

**NOW THEREFORE**, the parties agree as follows:

## ARTICLE 2 DEFINITIONS

- a. Employee

“Employee” shall mean a person who is an "Employee" as defined in the British Columbia Labour Relations Code as amended 1995, and as designated in the Certification issued February 3rd, 1970 and varied June 21st, 1989. The parties hereby agree that the following positions are excluded from the bargaining unit:

**Assistant Manager, Purchasing & Supply Solutions**

Budget Officer, ISP

**Community School Coordinator**

Coordinator – Apex Program

**Data Management Coordinator**

Director, Energy and Environment

Director, Facilities

Director, Finance

Director, Information Systems & Technology

Director, ISP

**Director, Learning Support Services**

Enterprise Software Engineer

Enterprise System Administrator

Executive Assistant to Assistant Superintendent

Executive Assistant to Assistant Superintendent of Human Resources

Executive Assistant to Secretary-Treasurer

Executive Assistant to Superintendent of Schools

Executive Director, Langley School District Foundation



Homestay Coordinator, ISP  
 Homestay Officer, ISP  
 Human Resources Officer, Health & Wellness  
 Human Resources Officer, Support Staff  
**IT Supervisor, Infrastructure & Security**  
 Manager, Accounting and Reporting  
 Manager, Building Trades  
 Manager, Capital and Financial Planning  
 Manager, Capital Projects  
 Manager, Communications  
**Manager, Facilities – Information & Security**  
 Manager, Facilities Services  
**Manager, Human Resources**  
 Manager, Mechanical Systems  
 Manager, Occupational Health & Safety  
 Manager, Payroll, Benefits and Personnel  
 Manager, Purchasing & Logistics  
**Manager, SWIS Program**  
 Manager, Technical Services  
**Manager, Transportation & Grounds**  
 Planning & Financial Control Officer  
 Senior Manager, Human Resources  
 Supervisor, Facilities Services  
 Supervisor, Transportation

b. Probationary Employees

“Probationary Employee” shall mean a person serving an initial trial period of forty-five (45) days of work, from date of hire, to determine suitability for employment as a "Regular Employee".

c. Regular Employee

“Regular Employee” shall mean an employee, full or part-time, who has successfully completed the probationary period and who is employed on a regular basis.

d. "Regular and Probationary Employees" shall be entitled to all benefits as provided by the Collective Agreement, from date of hire.

e. **Casual** Employees

i. are defined as employees who:

- are called in on a day-to-day basis up to three (3) months to cover absences due to illness or authorized leave of absence, including vacation at the applicable rate of pay for the position.
  - who are employed to cover illness or authorized leave of absence, to augment the regular staff or to work on a special project, when it is not known at the outset that the assignment will exceed three (3) months.
  - **Casual** employees shall be given an equitable distribution of work and shall pay Union dues in any month in which more than three (3) shifts are worked.
- ii. **Casual** employees are not entitled to employee benefits but shall be paid an additional twelve (12) percent over and above their rate in lieu of benefits including vacation pay and statutory holiday pay.
- iii. **Casual** employees assigned to a temporary position where it is known at the start of the work that the work will continue beyond three (3) calendar months shall have the option of electing to receive employee benefits and eligibility for the paid leaves as per Article 16(b) Sick Leave Accumulation and (d) Sick Leave Deductions, 17 (d) Bereavement Leave, 17(e) Mourner's Leave, 17(j) Adoption Leave, 17(k) Paternity Leave and 17(l) Supplementary Family Illness Leave, in lieu of the twelve (12) percent referred to in (ii) above. Supplementary Family Illness Leave shall be pro-rated based on the percentage of the year for which the temporary work will continue. This option shall be available at the start of the assignment and once elected shall apply for the duration of the assignment.

A **Casual** employee working in a **Casual** assignment is eligible to apply for posted positions. Consideration of any such application will occur only after it has been determined that the end date of the current **Casual** work will not conflict with the start date of the posted position or, that an alternative arrangement acceptable to the supervisors / administrative officers involved can be made.

f. **Term Employees**

**Term** Employees are defined as employees hired to cover illness, leaves of absence, special projects or to augment the regular staff for term positions of three (3) months or longer but not to exceed ten (10) months without the consent of the Union.

**Term** positions shall be posted and filled in accordance with Article 11. **All employees who accept term positions will complete the term assignment unless they post into a continuing position.** A regular employee cannot apply for a **term** position unless on layoff or declared surplus, or the **term** position is ten (10) months or longer. Please refer to the Staffing Process regarding **term** positions.

**Term** employees assigned to a temporary position where it is known at the start of the work that the work will continue beyond three (3) calendar months shall have the option of electing to receive employee benefits and eligibility for the paid leaves as per Article

16(b) Sick Leave Accumulation and (d) Sick Leave Deductions, 17(d) Bereavement Leave, 17(e) Mourner's Leave, 17(j) Adoption Leave, 17(k), Paternity Leave and 17(l) Supplementary Family Illness Leave shall be pro-rated based on the percentage of the year for which the temporary work will continue. This option shall be available at the start of the assignment and once elected shall apply for the duration of the assignment.

- g. "Early Retirement" shall mean the first (1st) day of any month following completion of fifteen (15) years of continuous service and the attainment of age fifty-five (55).
- h. "Normal Retirement" shall mean the first (1st) day of the month following attainment of age sixty-five (65) or any subsequent month at the employee's option.

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

- i. Spouse is defined as a person of **different** sex or same sex as the employee and who is either legally married to the employee, or not legally married to the employee and who has resided continuously with the employee for a period of twelve (12) months, representing themselves **in a marriage or common law relationship**.

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

- Article 17(d) - Bereavement Leave
- Article 17(g) - Maternity/Adoption Leave
- Article 17(h) - Parental Leave
- Article 17(j) - Adoption Leave
- Article 17(k) - Paternity Leave
- Article 17(l) - Supplementary Family Illness Leave
- Article 20(b) - Health Insurance Benefits

### **ARTICLE 3 RECOGNITION AND NEGOTIATIONS**

The Employer recognizes the Canadian Union of Public Employees, Local 1260 as the sole and exclusive collective bargaining agency for all employees and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

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

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

#### **ARTICLE 4 MANAGEMENT RIGHTS**

The Union recognizes that it is the function of the Employer, to exercise the regular and customary function of management and to direct the working forces of the Employer (provided that this will not be used for the purpose of discrimination against employees and subject to the terms of this Agreement). The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

#### **ARTICLE 5 UNION SECURITY**

##### **a. Acceptance of Employment**

- i. Acceptance of employment by an applicant shall constitute acceptance by this applicant of all terms and conditions of this Collective Agreement.
- ii. On the date of hire, new employees shall be required to sign the recognized Union forms for membership application and dues deduction.
- iii. All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing of the Union.
- iv. New employees shall be presented with a copy of this agreement and a copy of their class specification by the employer upon commencement of employment.
- v. The employer shall forward to all employees a copy of each new agreement and any addenda thereto.
- vi. The Employer agrees to notify the Union, **within seven (7) business days**, in writing, when an employee covered by this Agreement, is hired, promoted, demoted, transferred, laid-off, recalled, resigns, **retires**, is suspended, or is terminated.

##### **b. Access to Information**

The Employer agrees to furnish to the Union, within a reasonable period of time of the request, the following information:

- i. Financial information provided to the public, including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks, and statements of final determinations as are available to the public.
- ii. Employee information including listings of employees, showing their names, addresses, phone numbers (exclusive of those that are unlisted), location of assignment **and current job classification**.
- iii. Agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.

**c. Orientation for New Employees**

A staff orientation session for new employees shall be offered by the Employer no later than October 31 each year. This orientation session will be held by November 30 of the same school year.

The Employer shall acquaint the new employees with the basic operation of the School District. Thirty (30) minutes shall be made available to a representative of the Union. The Union shall acquaint employees with the rights and responsibilities set out in the Collective Agreement.

The Employer will provide time for the new employees to attend the staff orientation session at no loss of pay.

**ARTICLE 6 CHECK-OFF OF UNION DUES**

The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employee such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

**ARTICLE 7 LABOUR MANAGEMENT RELATIONS**

The following provisions shall apply to any joint Union/Employer committee meetings:

**a. Representation**

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

**b. Representative of the Union**

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

**c. Labour/Management Liaison Meetings**

Prior to June, the District shall provide the Union with a mutually agreed schedule of Liaison Meetings for the following school year with representatives of the District Leadership Team and the Union Executive to discuss issues arising in the School District.

**d. Time Off for Meetings**

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

**ARTICLE 8 GRIEVANCE PROCEDURE AND ARBITRATION**

Should any difference arise between the parties bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing dismissal or discipline of any employee bound by this Agreement, and including any question as to whether any matter is arbitrable, there should be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner:

a.

Within fifteen (15) calendar days of the alleged violation(s), or within fifteen (15) working days of the parties becoming reasonably aware of the alleged violation(s), the employee(s) shall first discuss the difference with the appropriate Supervisor / Principal. The employee(s) may elect to be accompanied by a shop steward. If the matter is not resolved, the parties may refer the difference to Step 1 of the grievance procedure.

**Step 1**

The grievance shall be submitted in writing to the supervisor / administrative officer concerned, with a copy to the **Manager**, Human Resources, the Assistant Superintendent of Human Resources, and the Secretary Treasurer, within ten (10) working days of the discussion of the alleged violation(s). The grievance shall state that the matter is a grievance in accordance with this Article. The employer shall respond to the Union within ten (10) working days of receipt of the grievance.

### **Step 2**

If the employer's response does not satisfactorily resolve the grievance, the Union shall within **ten (10)** working days of receipt of the response, refer the grievance to the **Manager**, Human Resources. The **Manager**, Human Resources shall respond to the Union within ten (10) working days of the receipt of the grievance. **The Manager, Human Resources shall meet with the Union as soon as practicable and attempt to solve this grievance.**

### **Step 3**

If the Union is not satisfied with the response of the **Manager**, Human Resources, the Union shall within **ten (10)** working days refer the grievance to the Joint Grievance Committee consisting of representatives of the Union and the Employer.

The grievance shall be discussed by the Joint Grievance Committee, and the Assistant Superintendent of Human Resources or the Secretary Treasurer shall advise the Union of its decision in writing within fourteen (14) working days of the referral of the grievance to the Joint Grievance Committee.

If the Union is not satisfied with the Employer's response it shall within fourteen (14) working days refer the matter to Arbitration or if mutually agreeable to Expedited Arbitration.

Representatives of the Union shall be granted leave with pay when required to leave their employment temporarily to attend grievance meetings with the Employer, provided not more than three (3) employees are absent at any one time. The cost of any **Casual** staff will be paid equally by the Employer and the Union for grievance meetings.

### **b. Expedited Arbitration**

- i. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- ii. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance.
- iii. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- iv. The decision of the arbitrator is to be mailed to the Parties within ten (10) working days of the hearing. The decision shall include a brief written explanation of the basis for the conclusion.

- v. All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.
- vi. All settlement of proposed expedited arbitration cases made prior to the hearing shall be without prejudice and shall not be referred to by either Party in any subsequent proceeding.
- vii. The parties shall equally share the costs of the fees and expenses of the expedited arbitrator.
- viii. The expedited arbitrators **shall act as sole arbitrators in accordance with the Labour Relations Code.**
- ix. It is understood that the Parties shall not appeal a decision of an expedited arbitrator. A decision of an expedited arbitrator is final and binding on the Parties.
- x. The expedited arbitrator will ensure a fair hearing and ensure that all necessary parts and considerations are brought forward by the representatives of the Parties.
- xi. If the expedited arbitrator or the Parties mutually conclude at the hearing that the issues indicate a complexity or significance not previously apparent so as to require further consideration by the Parties, the case shall be referred back to the Parties for reconsideration and the regular arbitration process.
- xii. The expedited arbitrator shall have the same powers and authority as an arbitration Board established under Section (f) of this Article.

### **c. Arbitration**

An Arbitration Board shall be formed to hear the grievance. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavor to select a third member who shall be Chairman. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia appoint a Chairman. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.



The parties may mutually agree to use a sole arbitrator instead of a Board of Arbitration.

- d. Within fourteen (14) days following the establishment of the Arbitration Board, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement.
- e. In the event the Arbitration Board finds that an employee has been dismissed or suspended for other than proper cause, the Arbitration Board may direct the Employer to reinstate the employee without loss of seniority, and pay to the employee a sum equal to the employee's wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Arbitration Board is fair and reasonable, or to make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.
- f. Wherever a stipulated time is mentioned in this Article, the said time may be extended by mutual written consent of the parties.

#### **ARTICLE 9 DISCIPLINARY ACTION**

- a.
  - i. Where the Employer intends to initiate an investigation into allegations of misconduct or if the work standard of an employee is such to warrant disciplinary action, the employee and the Union shall be advised in writing of the fact and of the particulars of any allegation(s) immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event before any action is taken by the Employer, and the employee shall be advised of their right to representation under Article 9(c) Representation.
  - ii. It is agreed that if a complaint is received from a third party, it will be necessary for the Employer to clarify and confirm the basis of the complaint with the individual directly involved before deciding an investigation is necessary.
  - iii. **Within thirty (30) calendar days** of completion of an investigation, any disciplinary action to be taken by the Employer shall be communicated in writing to the employee and the Union and shall contain the grounds for the decision. The employee's written reply, if any, shall become part of the employee's record.
  - iv. If the Union and the employee(s) affected disagree with the decision of the Employer, the dispute may be referred to Article 8, Grievance Procedure and Arbitration, of this agreement. It is agreed that the matter may be referred directly to Step 2 within ten (10) working days of the Employer's decision.
  - v. At an arbitration in respect of the discipline or dismissal of an employee, no material may be presented unless the material has been previously brought to the employee's attention.

A letter of disciplinary action of an employee shall not be used against the employee after twelve (12) working months following disciplinary action providing that the matter did not involve a serious form of misconduct or a suspension and that no further disciplinary action has been recorded in this period. Providing that the matter did not involve a serious form of misconduct or a suspension and that no further disciplinary action has been recorded in this period, the letter of disciplinary action shall be removed from the employee's personnel file after eighteen (18) working months.

**b. Access to Personnel File**

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

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

There shall be only one personnel file for each employee and it shall be maintained solely in the District central file system. Employee personnel files shall be kept in locked, secure storage.

A record shall be maintained of all individuals, other than central office staff authorized by the Employer, who have had access to an employee's personnel file, and the dates of such access. The employee shall, upon request, be shown this record. Personnel files shall not be reproduced either in part or in whole, without the knowledge of the employee as to what has been copied.

**c. Representation**

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

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

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

#### **d. Crossing of Picket Lines During Strike**

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

### **ARTICLE 10 SENIORITY**

#### **a. Seniority Defined**

Seniority is defined as the length of service in the bargaining unit with the Employer and shall be accumulated on the basis of hours worked. Overtime hours shall not count towards seniority.

For the purpose of calculating seniority, seniority shall be accumulated while on all paid leaves, including but not limited to the following:

- i. Leave for Union Duties,
- ii. Maternity/Adoption Leave,
- iii. Leave while in receipt of **WorkSafeBC** wage loss replacement benefits.
- iv. E.I.C. Medical Benefits - to obtain seniority credit, the employee must provide the Payroll Department with confirmation of receipt of E.I.C. benefits for the period in question.

#### **b. Casuals**

A **Casual** employee, with the exception of Noon Hour Supervisors and Crosswalk Supervisors, who has successfully completed 90 shifts shall be considered to have seniority for the sole purpose of applying for posted vacancies. Noon Hour Supervisors and Crosswalk Supervisors who have successfully completed two hundred (200) shifts shall be considered to have seniority for the sole purpose of applying for posted vacancies.

Upon completion of the 90/200 shifts as stated above, each day of substituting thereafter shall be added to the accumulated seniority.

In the event that a **Casual** employee becomes a regular employee, the employee will be credited with the number of days worked as a **Casual** employee immediately prior to the appointment to a posted position for the purposes of establishing the employee's full-time seniority date and vacation entitlement.

**c. Seniority List**

The Employer shall provide the Union **and all employees access to a current seniority list quarterly**, listing employees in order of their accumulated service, and showing original date of hire. The list shall reflect accumulated service up to the **end of the previous month and be available in January, April, July and October each year**. There shall be a separate list attached to reflect **Casual** employees' seniority for posting purposes only. The Employer will send the Union copies of all appointments and terminations from staff.

**d. Probationary Employees**

- i. Newly hired employees shall be considered on a probationary basis for a period of forty-five (45) days of work from date of hiring or five (5) months from date of hiring exclusive of normal school breaks, whichever occurs first. The employment of such employees may be terminated at any time during the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.
- ii. Probationary employees shall receive a copy of their probationary report every fifteen (15) days of work.
- iii. The forty-five (45) day probationary period may be extended by mutual consent of the parties.

**e. Loss of Seniority**

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

An employee shall only lose the employee's seniority in the event:

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

**f. Seniority During Layoff**

Should a laid off employee work as a **Casual** employee during the lay off, the laid off employee's seniority will be increased by the number of hours worked, as defined in (a) above, during the layoff period.

**g. Transfers Outside Bargaining Unit**

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

**ARTICLE 11 POSTING AND FILLING VACANT POSITIONS**

**a. Job Postings**

- i. When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing, and post a notice of such vacancy or new position on the Employer's website, in order that all employees will know about the vacancy or new position to be able to make written application for same. Such posting shall be for a period of seven (7) days. Appointments from within the bargaining unit shall be made within six (6) weeks of posting, except where the appointment is being postponed to accommodate an anticipated layoff situation.
- ii. Should the criteria for a vacancy as posted, be amended, the original notice shall be cancelled and a new notice posted.
- iii. Applicants will respond within forty-eight (48) hours of being contacted about a posting they have applied for. If a response is not received within forty-eight (48) hours, the applicant forfeits their right to the posting and the employer will contact the next applicant unless the applicant has notified the employer in advance of the posting closing date that they require an extension to respond and providing there is good and sufficient cause.
- iv. Applicants and the Union shall be notified of the Board's selection within five (5) days of the Board's decision.
- v. CUPE Local 1260 job postings are available on the School District website.
- vi. Applicants must provide all relevant information with their application. Applicants who apply for a posted position will automatically be considered for a repost of that position, in instances where a repost is issued.

**b. Information in Postings**

Such notice shall contain the following information: date of issue, nature of position, the required knowledge, ability and skills for the position as outlined within the Class Specification, shift, hours of work, location, wage and whether the position is open to all applicants. The job descriptions for CUPE 1260 positions will be available to employees on the School District website.

**c. Promotions and Transfers**

That in making promotions and transfers, the required knowledge, ability and skills for the position as outlined within the Class Specification shall be the primary consideration and where two or more employees are qualified to fill the position, seniority based on hours, exclusive of overtime, with the Employer shall be the determining factor.

When a temporary vacancy is to be filled, employees within that school or department who possess the required knowledge, abilities and skills for the position as outlined within the class specification shall be given first opportunity to fill such temporary position and where two or more employees are qualified to fill the position, seniority shall be the determining factor. The resulting temporary vacancy shall be filled by employees within the school or department on the same basis. The final vacancy remaining after this process is complete shall be posted for periods of three (3) months or longer but not to exceed ten (10) months.

**Between the months of September and June:**

- i. Employees employed in a continuous assignment cannot leave the position for another continuing position of the same number of hours in a different site. They can, however, fill the position at the start of the next school year. For the intervening period, the position may be filled by a term appointment.**
- ii. Employees in continuing positions may leave their assignment for a continuing position with higher hours.**

**d. Trial Period**

- i. After the promotion/transfer has been made, the successful applicant shall commence working in the new position within two (2) weeks. If this is not complied with, the appointee shall be paid at the rate of the new position after two (2) weeks, unless such transfer is at a lesser rate. The lesser rate shall not apply until the appointee begins working in the new position.
- ii. The successful applicant, who is assigned or has posted to another position at a higher rate of pay or different job classification, shall be placed on trial for a period of thirty (30) days of work. Conditional on satisfactory service, such trial promotion/transfer shall become permanent after the period of thirty (30) days of work. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new class specification,

the employee shall be returned to the employee's former position without loss of seniority and previous wage. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority and previous wage rate. The thirty (30) working day trial period may be extended by mutual agreement of the parties.

- iii. Employees shall receive a copy of their trial period report.
- iv. Class specifications shall be issued to employees upon promotion or transfer to a position having a different class specification.

**e. Rate of Pay**

When an employee is promoted to another classification and such promotion would not otherwise result in any increase in wages at the time, such employee shall be placed in an experience grade in the new classification which will provide an immediate increase over the employee's previous wage rate. The date of promotion to the new classification shall become the anniversary date for application of the wage progression. An employee bidding to a lower paid classification will be placed on the wage category closest to the employee's present rate of pay.

**ARTICLE 12 LAYOFFS AND RECALLS**

**a. Layoff**

Both parties recognize that job security shall increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off in the reverse order of their seniority.

An employee served layoff notice shall be given the opportunity to displace an employee with less accumulated seniority in the same or lower classification provided the employee has the necessary qualifications and ability. The employee shall also be given the opportunity to apply for any higher classifications which are occupied by an employee with lesser accumulated seniority. Once an application has been received, the Employer shall interview the employee to evaluate the employee's ability and qualifications for the position as compared to the incumbent's. The most qualified employee, as determined by the Employer, shall be selected.

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

An employee who wishes to displace an employee with less accumulated seniority should notify the Employer as soon as possible and, in any event, must notify the Employer within five (5) working days of receipt of layoff notice for employees.

**b. Layoff Notice**

The Employer shall notify regular employees with less than six (6) years of continuous service ten (10) working days prior to the date layoff is to be effective. An employee with six (6) or more years of service shall receive twenty (20) working days notice prior to the date layoff is to be effective. If the employee to be laid off has not had the opportunity to work ten (10) or twenty (20) full days after notice of layoff, the employee shall be paid in lieu of work that portion of ten (10) or twenty (20) days during which work has not been made available. For the purposes of this section when weather conditions, or emergency situations make regular work impractical or impossible the provisions of this section shall be set aside. Laid off employees capable of performing the work and who are regularly employed in similar positions shall be afforded the opportunity of temporarily filling the vacancies based on their seniority. For layoffs corresponding to regular school breaks i.e., Christmas, Spring and Summer Breaks; notice may be given at any time prior to the layoff.

**c. Recall from Layoff**

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

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

**d. Severance Pay**

- i. A regular employee who has one or more years of seniority and who is laid off under this Article may elect either to receive severance pay or to have the employee's name placed on a recall list for a period of up to one year. The employee may elect to receive severance pay at any time during the first year following notification of layoff.
- ii. An employee on temporary layoff and not recalled before loss of recall rights in accordance with Article 10, Section e(iv), shall automatically be paid severance pay within one (1) week of loss of recall rights.
- iii. Severance pay shall be calculated at the rate of five (5) percent of one year's salary for each year of full-time equivalent seniority, or portion thereof, to a maximum of one (1) year's salary. Salary shall be based on the current calendar year's annual salary at time of layoff. Annual salary is defined as the amount the employee earned to the layoff date and the amount which would have been earned had the employee remained in the position occupied at the time of layoff, based upon the straight time hourly rate, weekly hours of work and number of weeks worked per year.
- iv. An employee who chooses not to exercise bumping rights, where such bumping rights are available, shall be deemed to have voluntarily terminated the employee's employment. This shall not affect an employee's right to receive sick leave payout if the employee otherwise meets all requirements of Article 16(h) of this Agreement. Should the original



position from which an employee is forced to bump become vacant, that employee shall be given first opportunity to fill that position.

- v. Should the original position from which an employee is forced to bump become vacant within three (3) months excluding July and August, that employee shall be given an opportunity to fill that position.
- vi. An employee who has received severance pay and who is subsequently rehired by the Board shall retain any payment under the terms of this Article, but the calculation for future years of service shall commence with the date of rehiring.
- vii. An employee who accepts severance pay under this Article shall have no further right to recall to employment.

## **ARTICLE 13 HOURS OF WORK**

It shall be the duty of all employees to report for work on each and every working day at the prescribed hours. Failure of employees to comply with the provisions of this clause, without proper cause, will result in disciplinary action by the Board, provided however, that where an employee is unable to report for work because of sickness, the employee will arrange to notify the employee's immediate supervisor or some other official of the Board prior to the commencement of the working day, or as soon as possible thereafter.

### **Section 1 Bus Drivers**

#### **a. Hours of Work Defined**

- The hours of work for **Regular** Bus Drivers shall be a minimum of five and one-half (5 ½) hours per day Monday through Friday, a guaranteed minimum of twenty-seven and one-half (27 ½) hours per week. **The regularly scheduled working hours are defined on the Dispatch Assignment Notice and are subject to change.**
- **Extra trips for Bus Drivers is any work available outside of the Dispatch Assignment Notices.**
- For drivers working less than five and one-half (5 ½) hours per day, the difference between the driver's actual daily working time and five and one-half (5 ½) hours per day, up to a maximum of one-half hour, may be scheduled by the Supervisor, Transportation and Auxiliary Services, for extra trips to make up the driver's weekly guaranteed hours. This may be scheduled in one or more trips per week up to a maximum of two and one-half (2 ½) hours per week.
- Employees driving a kindergarten run shall be paid a minimum of two (2) hours for each kindergarten run, which shall be included to make up the guaranteed hours of work if necessary.

- Any extra hours per day, up to eight (8) hours actual driving time in a twelve (12) hour period, shall be at the employee's hourly rate of pay.
- It is agreed that if a regular scheduled bus run is cancelled due to inclement weather conditions the employee shall be entitled to two (2) hours pay at his regular rate of pay. It is further agreed that the provisions of Article 13(e) would not apply.
- Employees shall be allowed fifteen (15) minutes per day for the "bus clean up"; such time to be included in the regular scheduled shift. Where drivers are required to wash the interior and exterior of their buses, they shall be allowed a minimum of one and one-half (1 ½) hours per week for full size buses and one (1) hour per week for mini buses, to be included to make up the guaranteed hours of work if necessary.

**b. Overtime**

All work in excess of eight (8) hours per day, or forty (40) hours per week shall be paid for at double (2) the regular hourly rate.

This section shall not apply to employees whose regular work week is other than Monday to Friday inclusive; however, employees required to work on their regular days off shall receive overtime rates of pay as provided above.

Employees shall be paid for the overtime worked which had received the prior authorization of the department head concerned.

**c. Hours Equalization**

**Extra trips would first be allocated to drivers who are not yet at their daily minimum hours.**

All **extra trips** during the school year shall be divided amongst the bus drivers in the unit who are willing and capable to perform the work that is available.

**Extra trips** would be allocated first to **Regular Drivers on equalization**, then **Term Drivers on equalization**, then **Casual Drivers**.

**When extra trips are scheduled for weekends, the Employer shall first seek drivers who are on equalization and extra trips shall be allocated in order – Regular Drivers, Term Drivers, then Casual Drivers.**

**Bus Driver hours of equalization shall be posted on the first working day of each month.**

**If requested, a meeting with the Manager of Transportation and a representative of the union will take place during March to review the posted equalization hours.**

**Drivers on equalization will be afforded the opportunity to book off weekend shifts with a minimum of fourteen (14) days advance notice subject to approval by the Manager of Transportation. Approval shall not be unreasonably denied. Drivers on equalization can request to book off weekend shifts a maximum of four (4) times in a school year.**

**d. Extra Trips**

Employees assigned extra trips other than in cases of emergency shall be notified twenty-four (24) hours in advance of such extra trips. Employees assuming extra trips shall be paid a minimum of two (2) hours pay at the appropriate rate of pay provided such extra trips do not immediately precede or follow a regular scheduled run. Where there is less than one full hour between the completion of a regular scheduled run and the commencement of an extra trip, or where there is less than one full hour between the completion of an extra trip and the commencement of a regular scheduled run, then the driver shall be paid straight through. In these instances the two-hour minimum shall not apply. Payment for extra trips shall be included to make up the daily guaranteed hours of work if necessary.

**Written notification of extra trips shall go to bus drivers and bus monitors via email with copies to follow in mailboxes. Notification of extra trips will be provided as soon as reasonably possible.**

**e. Minimum Working Hours**

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

In the event the employee commences work on a regular scheduled run, a minimum of four (4) hours shall be paid, or, if the employee commences work on an extra trip, a minimum of three (3) hours shall be paid. In either of the foregoing situations, if the employee's work is suspended because of reasons completely beyond the control of the Employer, the employee shall be paid for a minimum of two (2) hours.

**f. Call Out**

A call-out shall mean a request by the Employer to an employee to work anytime outside such employee's regularly scheduled working hours and shall receive a minimum of two (2) hours pay at the prevailing overtime rates. Employees notified prior to the end of their shift to report for work shall not constitute a call-out. Payment for call outs shall be included to make up the daily guaranteed hours of work if necessary.

**g. Rest Periods**

Employees working an eight (8) hour shift shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift. Employees working a minimum four (4) hour shift shall be permitted one (1) fifteen (15) minute rest period.

**h. Non-Driving Days**

Bus Drivers shall receive a rate of pay equal to the average daily rate of pay received for the twenty (20) day period immediately preceding the teachers' Professional Development Day, a statutory holiday, a sick leave day, or a bereavement leave day. The average daily rate of pay calculation shall be exclusive of overtime.

**i. Bus Driver Route Assignments**

**Bus Driver seniority shall be considered when determining route assignments.**

**Section 2 Support Staff - Noon Supervisors and Crosswalk Supervisors**

- a. The hours of work shall be determined by the school administrative officer.
- b. The Board shall pay wages bi-weekly.
- c. The work year shall coincide with the school year for students. Layoff notice shall not apply during the regular school closure periods.
- d. Noon Supervisors and Crosswalk Supervisors working less than 17.5 hours per week shall be paid on each pay cheque the same percentage as paid to **Casuals** in lieu of benefits.
- e. Work performed as a Noon Supervisor shall not be paid as overtime for persons employed in other capacities with the Board.
- f. Seniority shall accumulate based on hours worked commencing September 1, 1989.
- g. Job sharing is appropriate in Noon Supervisor and Crosswalk Supervisor positions.
- h. The following Articles of the Collective Agreement shall not apply to Noon Supervisors and Crosswalk Supervisors:

Article 13 – Hours of Work, with the exception of Article 13, Section 3(b).

The following Articles of the Collective Agreement shall not apply to Noon Supervisors and Crosswalk Supervisors working less than 17.5 hours per week:

Article 14	-	Statutory Holidays
Article 15	-	Vacation
Article 16	-	Sick Leave
Article 17(d)	-	Bereavement Leave
Article 17(e)	-	Mourner’s Leave
Article 17(f)	-	Jury and Court Witness Duty
Article 17(j)	-	Adoption Leave
Article 17(k)	-	Paternity Leave
Article 17(l)	-	Supplementary Family Illness Leave
Article 20	-	Employee Benefits

- i. Crosswalk and Noon Supervisors shall be paid a minimum of one (1) hour for each time they work.
- j. Crosswalk Supervisors shall be provided **with WorkSafe approved safety and crosswalk training, safety gear**, rain gear, stop signs, vests and anything else provided for under **WorkSafeBC** regulations. Noon Supervisors shall be provided rain gear if necessary.

### **Section 3 Support Staff - All Other Employees**

#### **a. Hours of Work Defined**

- i. The regular hours of work shall be seven (7) consecutive hours and not less than four (4) hours per day, exclusive of mealtime, five (5) days per week, Monday through Friday inclusive between the hours of seven (7) a.m. and six (6) p.m. daily.
- ii. Employees employed in schools on shifts shall be exempt from the provisions of subsection (i) above, provided they shall not work in excess of seven (7) hours per day or thirty-five (35) hours in five (5) consecutive days and receive two (2) consecutive days of rest.
- iii. Employees working after six (6) p.m. or before seven (7) a.m. shall receive seven (7) hours pay for six and one-half (6 ½) hours work.
- iv. Employees shall receive twenty-four (24) hours notice of any shift change.
- v. There shall be no split shifts.

- vi. Employees shall have an opportunity for consultation with teachers and administration during the employee's regular scheduled hours and shall be paid for all hours required to work beyond their assigned hours, as approved by the school's administrative officer.
- vii. Employees who work less than a seven (7) hour shift and who work hours in addition to their scheduled shift, but are not eligible for the overtime rate as per Article 13 (b) below, will have the option of banking these additional hours. These additional hours are to be taken off at a later date during the school year in which these hours were earned. Time off shall be scheduled to coincide with non-instructional days or during normal school closures. Any time remaining in the bank at June 30<sup>th</sup> will be paid out.

**b. Overtime**

All time worked in excess of seven (7) hours per day or thirty-five hours (35) per week shall be considered as overtime, and shall be paid for at double (2) their regular hourly rate.

Employees may have the option of accepting equal compensatory time off for overtime worked in lieu of pay. All overtime shall first be authorized by the Employer, with such time off to be taken at a time mutually agreed by the employee and the employee's immediate supervisor. A school term employee may request to take such compensatory time during scheduled school closures if mutually agreed by the employee and employee's immediate supervisor. Any overtime to be taken as time off will be paid out if not taken or scheduled as time off by May 31<sup>st</sup> of the school year in which it was earned. If the scheduled overtime has not been taken by May 31<sup>st</sup> of the following year, it will be paid out by June 30<sup>th</sup> of that school year.

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

**c. Minimum Working Hours**

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

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

**d. Call Out**

A call out shall mean a request by the Employer to an employee to work anytime outside such employee's regularly scheduled working hours and shall receive a minimum of two (2) hours pay at the prevailing overtime rates. Employees notified prior to the end of their shift to report for work shall not constitute a call-out.

**e. Education Assistant Time Prior to School Year**

Where necessary, as determined by the Administrative Officer, education assistant working time prior to the commencement of the school year, shall be scheduled and compensated.

**f. Rest Periods**

Employees working a seven (7) hour shift shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of a shift. Employees working a minimum four (4) hour shift shall be permitted one (1) fifteen (15) minute rest period.

**g. Unpaid Meal Breaks**

- i. Employees working more than a five (5) hour shift are entitled to a one-half (1/2) hour unpaid meal break.
- ii. **Employees working more than one (1) posting who work a combined total of more than five (5) hours shall be entitled to one-half (1/2) hour unpaid meal break exclusive of driving time.**

**h. Bus Monitor Work Year**

The work year for a Bus Monitor shall coincide with school days for students and therefore layoff notice is not required for Pro-D days or normal school breaks.

**i. Four Day Work Week**

Recognizing that the primary responsibility is to maintain normal operation, employees employed on a twelve (12) month basis shall be given the opportunity to work a four (4) day work week during the summer break on the following conditions:

- Not to apply during the first week of Summer Break nor the last two weeks.
- Regular weekly hours worked in four (4) days instead of five (5).
- The four (4) day work week does not apply during weeks which contain a statutory holiday or during which vacation time is taken.
- Each department is required to maintain the normal coverage required within that department for the full week.
- It will be done on a department basis and must have the approval of the department manager.
- There will be no additional costs to the Employer.

## ARTICLE 14 STATUTORY HOLIDAYS

### a. Statutory Holiday Entitlement

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

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

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

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

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

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

### b. Statutory Holidays While Laid Off

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

A school term employee may access their banked time or vacation entitlement to cover a Statutory Holiday that falls during a layoff period which they would not normally be entitled to under this provision.



**c. Statutory Holidays on Day Off**

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

**d. Hours Worked on a Statutory Holiday**

Any employee who is required to work on a statutory holiday shall be paid at double their hourly rate of pay for all hours worked on the statutory holiday in addition to their statutory holiday entitlement set out in (a) above.

**ARTICLE 15 ANNUAL VACATIONS**

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

**a. Vacation Year**

For the purpose of this Article, vacation year shall be the period January 1<sup>st</sup> to December 31<sup>st</sup>, inclusive.

**b. Vacation Entitlement**

- i. An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer. Vacation time will be used in full or half day increments only.

Employees anticipating a requirement for an extension to their total vacation entitlement, due to exceptional circumstances, in the next vacation year are entitled to carry over two (2) weeks of their current vacation entitlement. Where exceptional circumstances do not exist, an employee may carry over two (2) weeks of their current vacation entitlement with approval of the employee's supervisor. In both of the preceding situations the carry over should be applied for at the same time as the request for annual vacation and must be taken in the next vacation year. Any changes to the carryover entitlement shall be subject to the approval of the supervisor. The value of the carried week will be pegged to the prevailing contract at the time the week of vacation is taken.

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

Employees who have been continuously employed for less than a twelve month period, but are on the payroll at January 1st, shall be considered to have completed their first calendar year of service.

- iii. Employees, during their second (2nd) year of continuous service, shall earn fifteen (15) working days annual vacation at their regular rate of pay or six percent (6%) of their annual gross earnings, whichever is greater.
- iv. Employees, during their seventh (7th) year of continuous service shall earn twenty (20) working days annual vacation at their regular rate of pay or eight percent (8%) of their annual gross earnings, whichever is greater.
- v. Employees, during their fifteenth (15th) year of continuous service shall earn twenty-five (25) working days annual vacation at their regular rate of pay or ten percent (10%) of their annual gross earnings, whichever is greater.
- vi. Employees, during their twenty-first (21<sup>st</sup>) year of continuous service shall earn thirty (30) working days annual vacation at their regular rate of pay or twelve percent (12%) of their annual gross earnings, whichever is greater.
- vii. Employees who have completed ten (10) years of continuous service shall be entitled to a one time only supplementary entitlement of five (5) days vacation to be taken within the next five (5) year period.
- viii. Employees who have completed twenty (20) years of continuous service shall be entitled to a further one time only supplementary entitlement of five (5) days vacation to be taken within the next five (5) year period.

**c. Vacation Schedule**

On or before March 1st of each calendar year, employees shall submit their requests for annual vacation on forms provided by the Employer, and on or before the subsequent March 31st of each calendar year, the Employer shall approve the scheduling of annual vacations for employees. When an employee has made arrangements for annual vacation which has been approved by the Employer and subsequently such employee is required by the Employer, due to emergent conditions, to change such vacation period, then the employee shall be granted at the employee's discretion one (1) additional week of vacation or vacation pay in addition to the employee's regular entitlement.

**Vacation requests for ten (10) month employees during the school year shall be considered in special circumstances. All requests are subject to approval by the supervisor and Human Resources and are determined on a case by case basis.**

**d. Vacation Preference**

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

**e. Statutory Holiday During Vacation**

When a Statutory Holiday falls or is observed during an employee's annual vacation period, the employee shall be granted an additional day of vacation for each Statutory Holiday in addition to the employee's regular vacation time.

**f. Vacation Pay**

Employees' pay for their annual vacation entitlement shall be paid in one payment to the employee by the end of the first pay period in February of the following year for employees who do not have a twelve (12) month assignment. A school term employee may request to take any accumulated vacation entitlements during normal school closures if mutually agreed with the employee and employee's immediate supervisor.

An employee with a twelve (12) month assignment shall be paid their annual vacation entitlement on their regular pay dates during the vacation period.

**g. Sick/Bereavement Leave During Vacation**

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

**ARTICLE 16 SICK LEAVE PROVISIONS**

**a. Sick Leave Defined**

Sick leave means the period of time an employee is entitled to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under WorkSafeBC. Where an employee is involved in an accident, other than an accident covered by the Workers' Compensation Act as referred to above, and as a result is paid sick leave during absence from work, any sick leave

compensation recovered from an insurer or court award shall be repaid by the employee to the Employer. The Employer shall thereupon reinstate the number of days of sick leave credit represented by the repayment.

**b. Sick Leave Accumulation**

All employees, upon completion of the probationary period, shall be granted one and one-half (1 ½) days Sick Leave with Pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave for the employee's future benefits.

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, the employee shall not receive sick leave credit for the period of such absence, but shall retain the employee cumulative credit. Sick Leave shall be credited for any **casual** hours worked during layoff period.

**c. Sick Leave Advance**

An employee with more than one (1) year of service who has exhausted the employee's sick leave credits shall be allowed to draw upon an advance of a maximum of eighteen (18) days sick leave provided that there is medical certification of a reasonable expectation of the employee's return to work in the near future.

An employee with more than one (1) year of service who has exhausted the employee's sick leave credits shall be allowed to draw upon an advance of up to two (2) days per calendar year of the maximum of eighteen (18) days of sick leave for use as family illness as identified under Article 16 (d) (ii) – Family Illness. The purpose of the advance shall be to allow the employee to qualify to access the provisions of Article 17 (1) – Supplementary Family Illness.

An advance shall be repaid by the employee upon the employee's return to duty through the employee's normal monthly accumulation. If an employee is able to return to work and then either resigns or is terminated for just cause before the advance is repaid, the individual shall be responsible for repaying the remainder of the advance.

**d. Sick Leave Deductions**

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

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

**i. Medical / Dental Appointments**

Employees shall be allowed to access sick days from their sick bank to use for medical and dental appointments for the employee. If there is no sick bank time available, then such leave shall be considered a leave of absence without pay.

**ii. Family Illness**

Employees shall be allowed to access two (2) days per calendar year from their sick bank where illness occurs in the immediate family of an employee, as defined in Article 17 (d) – Bereavement Leave.

For employees who have exhausted their family illness leave, refer to Article 17 (l) – Supplementary Family Illness Leave.

**e. Proof of Illness**

An employee may be required to produce a certificate from a qualified medical practitioner for any sickness in excess of five (5) working days or if a pattern of behaviour is apparent, certifying that such employee is unable to carry out the employee's duties due to sickness or non-compensable accident.

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

**f. Approved Medical Leave or Long Term Disability**

Employees on an approved medical leave or long term disability who are returning to work within twenty-four (24) months of commencement of the leave shall return to their former position.

For longer periods, the employer shall make reasonable efforts to assist the employee in maintaining his/her previous hours of work in the same or similar classification for which the employee is qualified subject to duty to accommodate requirements. This may include utilizing an existing casual list to assist the employee's efforts to return to work while waiting for a suitable vacancy to arise. If no casual list exists, the provisions of Article 12 – Layoffs and Recalls will be applied to the most junior employee occupying the applicable classification. The returning employee shall be paid the rate of pay applicable to the position they are occupying.

Should the employer find a suitable vacancy and the employee chooses to decline such vacancy, the employer shall be deemed to have met its obligations under this clause.

**g. Sick Leave Payout**

An employee with one (1) year's service shall in the second (2<sup>nd</sup>) year of employment and onward, be entitled to one-third (1/3) of the employee's unused sick leave accumulation from the previous calendar year. This sick leave payout will be paid on the last pay period in April of each year, at the previous rate of pay in effect on the December 31<sup>st</sup>, or time off with pay in lieu, if scheduled at a mutually agreeable time. If time off cannot be scheduled within the one (1) year period immediately following, the amount owing shall be paid out in full. This pay out of time off is calculated on the total number of gratuity days as of December 31<sup>st</sup> of the previous year. The number of gratuity days shall be calculated to the nearest full day and the total shall be deducted from the total sick leave balance for that year.

A school term employee may request to take sick leave payout time off with pay during the normal school closures if mutually agreed with the employee and employee's immediate supervisor.

#### **h. Retirement/Death Payout**

An employee with ten (10) or more years of continuous service shall receive a payout of the number of days sick leave to the employee's credit to a maximum of one hundred (100) days based on seven (7) hours per day with the exception of bus drivers at eight (8) hours per day upon death, retirement or termination of employment. The provisions of this clause shall be nullified in the case of dismissal for just cause. In case of death of an employee, the payment will be made to the estate.

At the request of the employee, the Employer will transfer eligible Retirement / Death Payout funds to a third-party financial instrument chosen by the employee.

The definition of retirement for purposes of this section is as per Article 2 (g) and (h).

### **ARTICLE 17 LEAVE OF ABSENCE**

#### **a. General Leave**

The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. In the case of emergency, approval may be sought and granted verbally, and shall be confirmed in writing. For leaves of one month or more, if the employee requests to be kept on benefits, the employee will pay the full costs of the benefit premiums.

**i. Domestic Violence**

**The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance and performance. Employees in these situations may access General Leave as per 17 (a).**

**ii. Discretionary Leave**

The Employer shall grant a maximum of two (2) days of unpaid discretionary leave of absence per calendar year to an employee requesting such leave. The Employee shall provide a minimum of seventy-two (72) hours notice of the request for leave to the Employer, however less notice may be agreed upon by the mutual consent of the parties. The unpaid discretionary leave of absence days **shall not be combined with any other leave.**

**b. Leave for Negotiations**

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

**c. Leave for Union Duties and/or Public Duties**

It is agreed that official representatives of the Union be granted leave of absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliations, provided not more than seven (7) Union representatives shall be away at any one time. Should seven (7) Union representatives be away at any one time to attend Union Conventions, not more than three (3) other Union representatives shall be away from work at any one time in order to attend to local union issues. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

It is agreed that any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one (1) year and shall be renewed each year on request during the employee's term of office. If the employee requests to be kept on benefits, the employee will pay the full costs of the benefit premiums.

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but no loss of benefits so that the employee may be a candidate in Federal, Provincial or

Municipal elections. An employee who is elected to public office shall be allowed leave of absence without loss of seniority during the employee's term of office. If the employee requests to be kept on benefits the employee will pay the full costs of the benefit premiums.

**d. Bereavement Leave**

Up to five (5) days leave with pay shall be granted where a death occurs in the immediate family of an employee or an employee's spouse. Immediate family is defined as including spouse, parents, grandparents, children, grandchildren, brothers, sisters, step-children, step-parents, sister-in-law, brother-in-law, and foster parents and foster children with whom the employee has had a substantial relationship. Up to three (3) additional days with pay shall be granted where unusual circumstances and/or extensive travel is involved. In extenuating circumstances, additional leave without pay may be granted. Requests for leave should be made as soon as practicable.

**e. Mourner's Leave**

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

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

**f. Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay the employee's normal wages for days the employee was absent from work but any monies received from the court for jury service or court witness shall be payable to the employer. This leave shall not be granted with pay where an employee is appearing on the employee's own behalf.

**g. Maternity/Adoption Leave**

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



- ii. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of benefits provided under Article 20 (a) and (b), provided that the employee continues to pay the employee's share of the premiums.
- iii. In the case of incomplete pregnancy, death of the child or other special situations, a written request, accompanied by a medical certificate providing clearance for the employee to return early from the leave, may be submitted in which case the employer will attempt to accommodate the request.

#### **h. Parental Leave**

- i. Upon written request at least four (4) weeks prior to the intended date of leave, supported by a certificate from a qualified medical practitioner stating the date or probable date of birth of the employee's child or documentation that an employee has commenced adoption proceedings under the provisions of the Adoption Act, an employee shall be granted parental leave without pay **in accordance with the Employment Standards Act** and without loss of seniority to a maximum of thirty-seven (37) consecutive weeks. Seniority shall be accumulated during this thirty-seven (37) week period.
- ii. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of benefits provided under Article 20 (a) and (b), provided that the employee continues to pay the employee's share of the premiums.
- iii. Where an employee submits a written request at least four (4) weeks prior to the expiry of the parental leave for additional leave, a General Leave to commence immediately upon expiry of the Parental Leave, up to a maximum of six (6) months shall be allowed. The premium cost for benefits during this period of General Leave shall be fully paid by the employee.

#### **i. Educational Leave**

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

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

If the employee requests to be kept on benefits, the employee will pay the full cost of the benefit premiums.

**j. Adoption Leave**

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

**k. Paternity Leave**

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

**l. Supplementary Family Illness Leave**

Employees, having exhausted their Family Illness provisions under Article 16 (d) (ii) – Family Illness, shall be allowed up to a maximum of four (4) days with pay per calendar year of supplementary family illness where illness occurs in the immediate family of an employee as defined in Article 17 (d) – Bereavement Leave.

**m. Long Term Personal Leave**

A Long Term Personal Leave shall be granted for a one time aggregate leave of 12 months for personal reasons on the following basis:

- i. the leave will only be granted for up to one year.
- ii. the leave will only be granted for a minimum of 4 months.
- iii. leave shall be without pay.
- iv. application for the leave should be submitted sixty (60) calendar days prior to commencement of the requested leave.
- v. an employee may request early return from leave, with placement to be made when and where possible as determined by the Employer.
- vi. an employee may arrange for continuation of benefits during the leave. The employee shall pay the full cost of the benefit premiums.
- vii. an employee returning to duties from long term personal leave shall be assigned to the position and location held prior to the leave. If the position no longer exists, the employee will be assigned to a position consistent with seniority per Article 12 (Layoff and Recall).

**n. Self-Funded Leave**

Refer to Letter of Understanding included in this Collective Agreement for details. Employees returning from self-funded leave of absence shall return to the position held prior to the absence or placed in a position in accordance with Article 12 (Layoff and Recall).

**o. Union President's Leave**

**An employee elected to the 35 hour per week position of President of the Union shall be granted a leave of absence from their position for up to one (1) year, at the request of the Union. The Union's request for such a leave will be made in writing and submitted to the Director of Human Resources prior to June 1<sup>st</sup> of each year.**

**Where an employee who has been granted leave and is re-elected to the position of President of the Union for an additional term or terms, additional leave of absence shall be granted on an annual basis, on further request of the Union.**

**The Board shall pay the President of the Union full salary and benefits (including pension, health insurance benefits, group life, JEIS, LTD and EAP), and the President shall accumulate vacation, sick leave and seniority during this leave based on 35 hours per week. Vacation accrued during the leave shall be at no cost to the Employer.**

**The Board shall provide the Union with a detailed breakdown of salary and benefit premium costs every month, and upon receipt the Union shall reimburse such costs excluding the employer's contribution to the Municipal Pension Plan.**

**A person returning to their positions with the Board from a leave of absence as President of the Union at the end of the term of leave shall be returned to the position held prior to the leave as President, where such position still exists. Where such position does not exist, the District shall offer the person returning from the leave available positions within the District comparable to the position held by the President prior to the commencement of leave.**

**If the President vacates the position of President before the one year leave expires, they will be returned to their position previously held with the Employer where practicable. If not practicable, the employee will be offered a comparable position for the duration of the leave.**

**For the purpose of sick leave entitlement, the President shall be deemed to be in the employ of the Board and Article 16 shall apply, subject to the following:**

- 1. The President shall accumulate sick leave during the leave of absence as President.**
- 2. Days absent for illness during a leave of absence shall be deducted first from the accumulation in the immediately preceding provision, and thereafter from the sick leave entitlement accumulated prior to commencement of the leave of absence.**

**The President shall accumulate seniority on the basis of 35 hours worked per week as Union President.**

**The Employer shall not be responsible to reimburse the Union for any time spent by the President at joint committee meetings, per Article 7(d), and grievance meetings, per Article 8.**

A designate for the Union president may periodically be granted this leave in lieu of the president provided that notification is provided to the Employer at least one (1) month in advance or with less notice with agreement of the designate's principal / supervisor.

Seniority shall continue to accumulate for this one (1) day per week.

The one (1) day per week will be covered by a **Casual** employee who will be scheduled for the full year. For purposes of determining seniority upon appointment to a regular position for a person who has **worked in a casual capacity** in this situation only, the one day per week will be considered consecutive days worked.

## **ARTICLE 18 COMPENSATION AND ALLOWANCES**

### **a. Pay Days**

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

### **b. Part-time Employees**

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

### **c. Educational Allowances**

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to become better qualified to perform the employee's job.

### **d. Mileage**

Where an employee is requested by the Employer and used the employee's own motor vehicle on the Employer's business, the employee shall be reimbursed for mileage according to the rate specified by the Canada Revenue Agency (CRA).

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

### **e. Vehicle Coverage**

In the event of an accident or interior damage to an employee's vehicle while the vehicle is being used for the Employer's business, or in the event of vandalism to an employee's vehicle while it is parked on District property, the Employer will reimburse the employee **the lesser of actual vehicle damage costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of six-hundred dollars (\$600.00)**, providing that the accident or damage did not arise out of the employee's own negligence. Employees must submit a copy of the accident report (when applicable) and the insurance documents proving loss, completed repairs and the insurance deductible paid.

In the event that the interior of an employee's vehicle is substantially soiled by a student while the vehicle is being used for the Employer's business, the Employer will pay actual cleaning costs to a maximum of fifty (\$50) dollars upon receipt of proof of payment of cleaning charges.

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

**f. Higher Classification**

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

Payment of wages to the replacement employee shall not mean that the employee is qualified for the position pursuant to Article 11.

**g. Level II First Aid Premium**

The Employer shall pay an allowance of fifty (50) dollars per month to an employee who is willing to perform first aid duties, holds a valid Level II First Aid Certificate and is designated by the Employer as a First Aid Attendant.

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

**h. Indemnification**

The employer will defend, save harmless and indemnify all employees from any demands, claims, writs, actions or other proceedings civil or criminal which may be brought against them and which arise from the performance of their duties and responsibilities as an employee and for any cost, loss, damage and liability arising there from, including all legal fees and disbursements incurred in connection therewith. This indemnification will not apply where the employee is found guilty of willful or malicious misconduct, or where the cause of the action is libel or slander.

**i. Professional Development**

The Employer shall allocate to the budget of each school and the District Office, an amount equal to fifty (50) dollars per employee for the purpose of promoting professional development. Any unused funds shall be accumulated from year to year. These funds and any unused funds, shall be administered at the school/District Office level in consultation with employees.

**j. Equal Pay for Work of Equal Value**

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

**ARTICLE 19 CLASSIFICATIONS**

**a. Specifications**

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

**When an employee will be required to use their personal vehicle to perform business for the Employer, this will be clearly stated in the specifications for the position.**

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

**b. Classification / Reclassification / Job Evaluation Maintenance**

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

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

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

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

Where classifications are reclassified, then such position shall be accorded to the incumbent employee, and shall be paid the rate for the position as determined by the Joint Job Evaluation Committee. If it is reclassified upwards, payment of this rate shall be

effective as of the date the request for reclassification is received. If it is a downward reclassification, the incumbent's rate shall be red circled and shall continue at the old rate until surpassed by the new rate for the classification.

## **ARTICLE 20 EMPLOYEE BENEFITS**

For specific information on plan limitations and deductibles, please refer to the benefit brochure/booklet, the Public Education Benefit Trust (PEBT) and the Municipal Pension Plan (MPP) websites prior to using the plan.

### **a. Pension Plan**

All employees hired on or before December 31<sup>st</sup>, 1990, and enrolled in the "Pension Plan" in effect in School District No. 35 (Langley) as of December 31<sup>st</sup>, 1990, and who had elected to remain in that plan as of January 1<sup>st</sup>, 1991, shall continue to participate in that plan.

Employees hired on or after January 1<sup>st</sup>, 1991, and who are assigned to fifteen (15) or more hours per week, shall participate in the Municipal Superannuation Plan in accordance with the regulations and requirements of the Municipal Superannuation Plan.

The definition of retirement is as shown in Article 2, (g) and (h) – Definitions.

### **b. Health Insurance Benefits**

The Employer agrees to provide the following benefits **in accordance with the Public Education Benefits Trust (PEBT) and Plan Carrier Terms**, to employees who are eligible for coverage.

Where an eligible employee is covered by a spousal plan the employee may:

1. waive membership in the Employer's Plan, in which case the employee will not be eligible to enroll subsequently unless the spousal coverage is no longer available, or on a one time only basis the employee may request to join the Employer's Plan and will be permitted to join on the first of the month following date of application. Employees who opt in shall not be permitted to have any major dental work covered for six months after joining the Plan. The employee may not subsequently withdraw from the Plan, or,
2. join the Employer's Plan, in which case the employee must continue in the Employer's Plan as a condition of employment. The employee may not subsequently withdraw from the Plan.

Employees not on the benefit plan who lose their spousal coverage may join the Employer's Plan within thirty (30) days of loss of the spousal plan. Should the spousal coverage later be re-instated the employee may choose to withdraw from the Employer's Plan within (30) days of re-instatement of the spousal plan.

- i. Medical Services Plan of British Columbia
- ii. Extended Health Benefits
- iii. Dental Plan

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

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

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

**c. Group Life**

The Employer agrees to provide and each employee shall participate in a Group Life Insurance Plan which provides a benefit equal to two-hundred (200) percent of annual earnings. The Employer will pay one hundred (100) percent of the premium cost effective January 1, 2001. An employee without dependents may elect either a flat \$5,000 of coverage or the above outlined two-hundred (200) percent.

**d. Joint Benefits**

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article (note: - districts without AD&D would not include reference to that benefit) as soon as the trust is able to take on that responsibility.

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

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

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



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

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

**e. Joint Early Intervention Services / Long-term Disability**

Employees who meet the Public Education Benefits Trust (PEBT) Plan criteria will be enrolled in the plan based on the plan's eligibility requirements. Participation and cooperation in the plan is mandatory for all employees who meet the plan criteria. This plan includes the Joint Early Intervention Services (JEIS) as well as Long Term Disability (LTD) plan.

Employees who meet the plan's criteria are entitled to the Long Term Disability Plan. The cost of the plan to be paid 50% by the employer and 50% by the employee.

**f. Employee Assistance Plan**

The employer shall provide the employees with access to an employer funded Employee Assistance Plan.

**g. Part-time Employees**

For any employee employed less than seventeen and one-half (17 ½) hours per week, participation in the benefit plans will be at the employee's option and if selected the Employer's portion of premiums will be the same percentage as the employee's hours of work are to thirty-five (35) with the exception of pension and group life.

**h. Supplementation of Compensation Award**

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

**i. Legislation Affecting Benefits**

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislation or other Government action, the amount of the savings shall be used to increase other benefits available to the employees, as may be mutually agreed upon between the parties, or shall be passed on to the employees in the form of increased wage or salary rates

or in the form of other benefits. It is mutually agreed that accrued sick leave benefits shall be excluded from this provision.

**j. Employment Insurance**

All employees shall be covered by the provisions of the Employment Insurance Act, and the Employer agrees that no further certificates exempting employees from coverage under the Act shall be issued.

**k. Continuation of Benefits While on WorkSafeBC**

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

**l. Continuation of Benefits During Work Stoppage**

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

**m. Benefits During Layoff**

An individual who retains rights of recall shall be entitled, if otherwise eligible, to maintain participation in all employee benefits enrolled in prior to layoff, by payment of the full cost of such benefits to the Employer.

Within ten (10) days of commencement of layoff, individuals must advise the Employer whether they wish to continue participation in the employee benefits.

**n. Employee Benefits**

Employees who wish to maintain benefits while on an unpaid leave of absence of one month or more, must pay premiums for the length of the leave prior to their last day worked, either in full or monthly postdated cheques. If payment(s) are defaulted, all benefits will be cancelled and subsequently re-instated when payment is received or when they return to work.

**ARTICLE 21 HEALTH AND SAFETY**

**a. Cooperation on Safety**

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

**b. Joint Safety Committee**

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

**The Union President or designate shall be notified weekly of each and any accident or injury reported by any employee.**

**c. Meetings of Committee**

The **site** Health and Safety Committee shall hold meetings on a regular basis at least once per month and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings.

Either party may call for a meeting which will be held within five (5) working days. Minutes of all **site** Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.

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

**d. Safety Measures**

Employees working in any unsanitary or dangerous conditions shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.

**e. Unsafe Working Conditions**

- i. No employee shall be disciplined or subject to disciplinary action as defined in Section 150 of Part 3 of the Workers' Compensation Act for refusal to work on a job.
- ii. The parties recognize that students exhibiting violent behaviour may pose safety concerns for employees and other students and the employees shall have the right under these circumstances to invoke Article 21 (e) (i). An employee who refuses work under this clause may be reassigned to alternate work until the matter is resolved.
- iii. Employees will immediately report any unsafe working conditions to the immediate supervisor and administrator/supervisor. The employee (and Union Representative, if desired) and supervisor will develop an action plan to ensure work can be performed without undue risk.
- iv. If the matter is still unresolved, it shall be referred first to the Site Safety Committee at the school who may consult with the school-based team or other appropriate agencies or individuals. If the matter remains unresolved, it shall be referred to the District Health and Safety Committee and, if necessary, WorkSafeBC.

**f. Injury Prevention Training**

Injury prevention training will be made available to employees who deal with students who display aggressive / violent behaviour.

**g. No Disciplinary Action**

No employee shall be disciplined for refusal to work on a job which the employee has reasonable cause to believe is not safe.

**h. Incident Investigation**

The Union and the site representative shall be notified immediately of each accident or injury. The Site Health and Safety Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

**i. Pay for Injured Employees**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at the employee's 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.

**j. Transportation of Accident Victim**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

**k. Student Personal Care**

**In the event that a student requires personal care of a sensitive nature, such as, but not limited to, toileting, there shall be, wherever practical, no less than two (2) employees required to perform those duties.**

**l. Infectious Environment**

**i. Infestations or Infectious Disease**

The employer will comply with WorkSafeBC Legislation related to the employer's requirements for Protecting Workers from Infectious Disease.

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

**ii. Prevention**

The Board will supply annual flu shots and where a risk of Hepatitis is determined in the workplace by the Public Health Officer, the Board will reimburse the cost of the vaccination.

**iii. Specific Health Risks**

The Board will pay employees the costs not met by employees' own medical coverage for the immediate standard medical treatment to prevent worsening or escalation of HIV, Measles, Hepatitis and AIDS contracted in the workplace.

**iv. General Leave with Pay**

Employees shall be granted General Leave with Pay as per Article 17(a) for necessary treatment of Infestations or Specific Health Risks.

## **ARTICLE 22 JOB SECURITY**

### **a. Contracting Out**

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

### **b. Work in the Bargaining Unit**

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

### **c. Student Transportation**

The Transportation Supervisor will arrange for the transportation of school student(s) for curricular and extra-curricular activities. Langley School District Bus Drivers will be given first priority in the allocation of the trip(s). If for some valid reason the Bus Drivers are unable to do the trip(s), it will be the responsibility of the Transportation Supervisor to post the trip(s) on the bulletin board, stating the valid reason(s) for use of alternate transportation.

### **d. Amalgamation or Merger**

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

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

### **e. Reductions in Staff**

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

## **ARTICLE 23 STUDENT MEDICATION AND MEDICAL PROCEDURES**

The Employer, after consultation with parents, family physicians, the public health nurse and the medical health officer, shall ensure that schools have systems for administering medication and other medical procedures, which systems will include:

- i. Employees shall receive child specific training by appropriate health care personnel.
- ii. A record of training shall be maintained by the Employer and copied to the Health and Safety Committee.
- iii. Ongoing re-evaluation of training shall be conducted by the appropriate health care personnel, records of which shall be copied to the Health and Safety Committee.

## **ARTICLE 24 VIOLENCE IN THE WORKPLACE**

### **a. Definition**

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

### **b. Reporting Violent Incidents**

1. All employees are required to report to the Supervisor any incident of violence. Incidents include threats as well as physical acts of violence.
2. Incidents must be documented. Employees must complete a Violent Incident Report Form and submit the form to the District Health and Safety Committee.
3. If there is an injury or any medical treatment is contemplated then the Employer must complete an Employee Injury / Accident Report Form.

### **c. Sexual and Racial Harassment**

Employees are encouraged to report to the Employer all cases of sexual and racial harassment which are initiated by individuals who are not identified in Article 27 – Sexual and Personal Harassment.

## **ARTICLE 25 GENERAL CONDITIONS**

### **a. Accommodation**

Proper accommodations shall be provided for employees to have their meals and keep and change their clothing.

### **b. Bulletin Boards**

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

### **c. Internal Mail**

Subject to the Board's discretion, the Union may use the District mail service and employee mailboxes for communication with its members provided that the content of the union's communication is not controversial, malicious and/or intimidating to the Board and/or any employee of the school district.

### **d. Plural Terms May Apply**

Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.

### **e. Continuation of Existing Conditions**

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

### **f. Protective Clothing**

The Employer will provide, on request, the following protective clothing:

- i. Education Assistants – protective smocks and rubber gloves as required by the duties of the position.
- ii. Bus Drivers – rain gear as required for the washing of buses.

The employer will provide additional items as required by WorkSafeBC to all employees.



## **ARTICLE 26 TECHNOLOGICAL CHANGE**

### **a. Definition**

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

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

### **b. Retraining**

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

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

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

### **c. Displaced Employees**

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

## ARTICLE 27 HARASSMENT

### a. Definitions

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

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

The definition of “sexual harassment” shall include:

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

### b. Investigation

The investigation process for harassment complaints is:

- The information provided in the course of an investigation and any outcome of such investigation is confidential and will be treated as having been supplied in confidence within the meaning of Section 22 (2) (f) of the Freedom of Information and Protection of Privacy Act, and will only be disclosed to the extent necessary to carry out the investigation, or as required by law.
- The following process will apply to any complaints where the complainant and alleged harasser are employees of the District. Where the employee is a member of a bargaining

unit they shall be accompanied by their Union Representative in accordance with the applicable collective agreement. Where an administrative officer, management member is involved, they may be accompanied by a representative of their choice and shall be informed of that right.

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

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

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

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

7. Upon completion of the investigation, a report by a member of Senior Management will be submitted to the Superintendent for disposition of the complaint.
8. The Superintendent will decide on the disposition of the complaint and respond directly and in writing to the complainant, the alleged harasser and their respective representatives.

9. Because of the sensitivity of such situations and the desire to handle these in a confidential manner, complaints shall be referred to the Superintendent of Schools. At any meeting with the Superintendent in this regard the complainant may be accompanied by a member of the Union and/or the Union's National Representative. In the event that the issue remains unresolved after review by the Superintendent, the employee may refer the matter to the Grievance Committee, Step 3 of the Grievance Procedure.

10. No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of sexual or personal harassment. It is recognized that false or malicious complaints may damage the reputation of, or be unjust to other employees and therefore the complainant may be subject to disciplinary action.

#### **ARTICLE 28 NO DISCRIMINATION**

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

#### **ARTICLE 29 RETROACTIVITY**

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

#### **ARTICLE 30 SCHOOL IMPROVEMENT ALLOCATION**

**This article is effective on July 1, 2020.**

**a. Increase Hours for Continuing Employees.**

**All continuing Employees, with the exception of bus drivers, bus monitors, crosswalk supervisors, and noon hour supervisors who are less than thirty-one (31) hours per week, shall receive an increase of twenty-five (25) minutes per week.**

**b. Any remaining SIA funds will be used for a Professional Development fund to enhance education and training opportunities.**

**ARTICLE 31 TERM OF AGREEMENT**

This Agreement shall be for the period **July 1, 2019 to June 30, 2022** inclusive, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four months immediately preceding June 30<sup>th</sup> of any year thereafter, by written notice, to require the other party to the Agreement to commence bargaining.

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

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

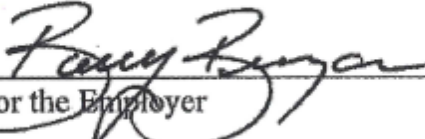
Approved and Adopted by:

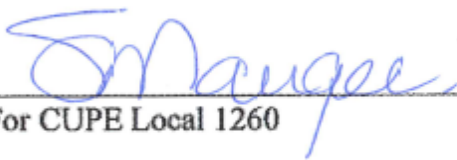
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT #35 (LANGLEY)

THE CANADIAN UNION OF PUBLIC  
EMPLOYERS, LOCAL 1260

This 19 day of June 2019

This 19 day of June 2019

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

  
\_\_\_\_\_  
For CUPE Local 1260

# **WAGE SCHEDULE**

Occupation Code	CLASSIFICATION	Negotiated Increase %	1-Jul-19		1-Jul-20		1-Jul-21	
			2.0% GWI		2.0% GWI		2.0% GWI	
			Hourly	Bi-weekly	Hourly	Bi-weekly	Hourly	Bi-weekly
			Rate	Salary	Rate	Salary	Rate	Salary
T001	ABORIGINAL SUPPORT WORKER	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
ACAP	ACCOUNTS PAYABLE TECHNICIAN	Band 12	\$ 26.20	\$ 1,834.00	\$ 26.72	\$ 1,870.40	\$ 27.25	\$ 1,907.50
ASTS	ADMINISTRATION SYSTEMS TRAINER/SUPPORT ASSISTANT	Band 15	\$ 28.31	\$ 1,981.70	\$ 28.88	\$ 2,021.60	\$ 29.46	\$ 2,062.20
S010	ADMINISTRATIVE ASSISTANT - INSTRUCTIONAL SERVICES	Band 12	\$ 26.20	\$ 1,834.00	\$ 26.72	\$ 1,870.40	\$ 27.25	\$ 1,907.50
S012	ADMINISTRATIVE ASSISTANT - LEC	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
S002	ADMINISTRATIVE ASSISTANT - MAINTENANCE	Band 12	\$ 26.20	\$ 1,834.00	\$ 26.72	\$ 1,870.40	\$ 27.25	\$ 1,907.50
MSAA	ADMINISTRATIVE ASSISTANT - MIDDLE SCHOOL	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
S003	ADMINISTRATIVE ASSISTANT - TRANSPORTATION	Band 12	\$ 26.20	\$ 1,834.00	\$ 26.72	\$ 1,870.40	\$ 27.25	\$ 1,907.50
S009	ADMINISTRATIVE ASSISTANT - VANGUARD	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
S014	ADMINISTRATIVE SUPPORT - INSTRUCTIONAL SERVICES	Band 10	\$ 24.88	\$ 1,741.60	\$ 25.38	\$ 1,776.60	\$ 25.89	\$ 1,812.30
C019	ADMINISTRATIVE SUPPORT - CAREER ED	Band 10	\$ 24.88	\$ 1,741.60	\$ 25.38	\$ 1,776.60	\$ 25.89	\$ 1,812.30
C018	ADMINISTRATIVE SUPPORT - ELL/SWIS	Band 10	\$ 24.88	\$ 1,741.60	\$ 25.38	\$ 1,776.60	\$ 25.89	\$ 1,812.30
C021	ADMINISTRATIVE SUPPORT - INFORM TECH	Band 10	\$ 24.88	\$ 1,741.60	\$ 25.38	\$ 1,776.60	\$ 25.89	\$ 1,812.30
S013	ADMINISTRATIVE ASSISTANT - FINANCE	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
C020	ADMINISTRATIVE SUPPORT - LEARNING SUPP SERV	Band 10	\$ 24.88	\$ 1,741.60	\$ 25.38	\$ 1,776.60	\$ 25.89	\$ 1,812.30
B001	BUS DRIVER	Band 09	\$ 24.25	\$ 1,697.50	\$ 24.74	\$ 1,731.80	\$ 25.23	\$ 1,766.10
B002	BUS MONITOR	Band 06	\$ 22.99	\$ 1,609.30	\$ 23.45	\$ 1,641.50	\$ 23.92	\$ 1,674.40
BYER	BUYER	Band 15	\$ 28.31	\$ 1,981.70	\$ 28.88	\$ 2,021.60	\$ 29.46	\$ 2,062.20
CAST	CAFETERIA ASSISTANT	Band 06	\$ 22.99	\$ 1,609.30	\$ 23.45	\$ 1,641.50	\$ 23.92	\$ 1,674.40
T042	CAREER ADVISOR	Band 10	\$ 24.88	\$ 1,741.60	\$ 25.38	\$ 1,776.60	\$ 25.89	\$ 1,812.30
CESP	COMMUNITY & EVENTS SPECIALIST	Band 13	\$ 26.88	\$ 1,881.60	\$ 27.42	\$ 1,919.40	\$ 27.97	\$ 1,957.90
CWSU	CROSSWALK SUPERVISOR	Band 05	\$ 22.84	\$ 1,598.80	\$ 23.30	\$ 1,631.00	\$ 23.77	\$ 1,663.90
DISP	DISPATCHER - TRANSPORTATION	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
DRAL	DRUG & ALCOHOL WORKER	Band 16	\$ 29.02	\$ 2,031.40	\$ 29.60	\$ 2,072.00	\$ 30.19	\$ 2,113.30
T005	EDUCATION ASSISTANT - COMPUTER	Band 08	\$ 23.65	\$ 1,655.50	\$ 24.12	\$ 1,688.40	\$ 24.60	\$ 1,722.00
T024	EDUCATION ASSISTANT - ISP - SCHOOLS	Band 11	\$ 25.55	\$ 1,788.50	\$ 26.06	\$ 1,824.20	\$ 26.58	\$ 1,860.60
T012	EDUCATION ASSISTANT - MULTICULTURAL	Band 10	\$ 24.88	\$ 1,741.60	\$ 25.38	\$ 1,776.60	\$ 25.89	\$ 1,812.30
T045	EDUCATION ASSISTANT-OUTDOOR ED	Band 13	\$ 26.88	\$ 1,881.60	\$ 27.42	\$ 1,919.40	\$ 27.97	\$ 1,957.90
C002	EDUCATIONAL SOFTWARE SYSTEM CO-ORDINATOR	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
C005	ELEMENTARY SCHOOL OFFICE ASSISTANT	Band 08	\$ 23.65	\$ 1,655.50	\$ 24.12	\$ 1,688.40	\$ 24.60	\$ 1,722.00
S001	ELEMENTARY SCHOOL ADMINISTRATIVE ASSISTANT	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
TM10	FAMILY SUPPORT WORKER	Band 16	\$ 29.02	\$ 2,031.40	\$ 29.60	\$ 2,072.00	\$ 30.19	\$ 2,113.30
KISU	KITCHEN SUPERVISOR	Band 13	\$ 26.88	\$ 1,881.60	\$ 27.42	\$ 1,919.40	\$ 27.97	\$ 1,957.90
LT02	LIBRARY TECHNICIAN - SCHOOLS	Band 11	\$ 25.55	\$ 1,788.50	\$ 26.06	\$ 1,824.20	\$ 26.58	\$ 1,860.60
N/S	NOON SUPERVISOR	Band 06	\$ 22.99	\$ 1,609.30	\$ 23.45	\$ 1,641.50	\$ 23.92	\$ 1,674.40
C011	OFFICE ASSISTANT - ABORIGINAL	Band 12	\$ 26.20	\$ 1,834.00	\$ 26.72	\$ 1,870.40	\$ 27.25	\$ 1,907.50
C001	OFFICE ASSISTANT - CLERICAL RESOURCES	Band 12	\$ 26.20	\$ 1,834.00	\$ 26.72	\$ 1,870.40	\$ 27.25	\$ 1,907.50
C022	OFFICE ASSISTANT - FOUNDATION	Band 06	\$ 22.99	\$ 1,609.30	\$ 23.45	\$ 1,641.50	\$ 23.92	\$ 1,674.40
C007	OFFICE ASSISTANT - HUMAN RESOURCES	Band 12	\$ 26.20	\$ 1,834.00	\$ 26.72	\$ 1,870.40	\$ 27.25	\$ 1,907.50
C006	OFFICE ASSISTANT - MAINTENANCE	Band 10	\$ 24.88	\$ 1,741.60	\$ 25.38	\$ 1,776.60	\$ 25.89	\$ 1,812.30
C016	OFFICE ASSISTANT - MIDDLE SCHOOL	Band 11	\$ 25.55	\$ 1,788.50	\$ 26.06	\$ 1,824.20	\$ 26.58	\$ 1,860.60
C009	OFFICE ASSISTANT - SECONDARY	Band 11	\$ 25.55	\$ 1,788.50	\$ 26.06	\$ 1,824.20	\$ 26.58	\$ 1,860.60
CRSU	OFFICE SERVICES SUPERVISOR	Band 15	\$ 28.31	\$ 1,981.70	\$ 28.88	\$ 2,021.60	\$ 29.46	\$ 2,062.20
PRSU	PAYROLL SUPERVISOR	Band 19	\$ 31.39	\$ 2,197.30	\$ 32.02	\$ 2,241.40	\$ 32.66	\$ 2,286.20
PRCL	PAYROLL TECHNICIAN	Band 15	\$ 28.31	\$ 1,981.70	\$ 28.88	\$ 2,021.60	\$ 29.46	\$ 2,062.20

PROP	PRINT SERVICES TECHNICIAN	Band 12	\$ 26.20	\$ 1,834.00	\$ 26.72	\$ 1,870.40	\$ 27.25	\$ 1,907.50
PFSC	PROFESSIONAL SERVICES COORDINATOR	Band 15	\$ 28.31	\$ 1,981.70	\$ 28.88	\$ 2,021.60	\$ 29.46	\$ 2,062.20
PFSS	PROFESSIONAL SERVICES SUPERVISOR	Band 16	\$ 29.02	\$ 2,031.40	\$ 29.60	\$ 2,072.00	\$ 30.19	\$ 2,113.30
PASL	PROGRAM ASSISTANT - SECOND LANGUAGE	Band 10	\$ 24.88	\$ 1,741.60	\$ 25.38	\$ 1,776.60	\$ 25.89	\$ 1,812.30
RECP	RECEPTIONIST	Band 10	\$ 24.88	\$ 1,741.60	\$ 25.38	\$ 1,776.60	\$ 25.89	\$ 1,812.30
T013	SCIENCE TECHNICIAN	Band 12	\$ 26.20	\$ 1,834.00	\$ 26.72	\$ 1,870.40	\$ 27.25	\$ 1,907.50
HDSE	SECONDARY SCHOOL ADMINISTRATIVE ASSISTANT	Band 17	\$ 29.76	\$ 2,083.20	\$ 30.36	\$ 2,125.20	\$ 30.97	\$ 2,167.90
C009	SECONDARY SCHOOL OFFICE ASSISTANT	Band 11	\$ 25.55	\$ 1,788.50	\$ 26.06	\$ 1,824.20	\$ 26.58	\$ 1,860.60
SBUY	SENIOR BUYER	Band 16	\$ 29.02	\$ 2,031.40	\$ 29.60	\$ 2,072.00	\$ 30.19	\$ 2,113.30
T037	SETTLEMENT WORKER	Band 12	\$ 26.20	\$ 1,834.00	\$ 26.72	\$ 1,870.40	\$ 27.25	\$ 1,907.50
T043	SETTLEMENT WORKER COORDINATOR	Band 17	\$ 29.76	\$ 2,083.20	\$ 30.36	\$ 2,125.20	\$ 30.97	\$ 2,167.90
T017	SPECIAL EDUCATION ASSISTANT	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
T039	SPECIAL EDUCATION ASSISTANT - AUTISM / COMPUTER	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
T026	SPECIAL EDUCATION ASSISTANT - AUTISM	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
T031	SPECIAL EDUCATION ASSISTANT - AUTISM / MODERN LANGUAGES	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
T041	SPECIAL EDUCATION ASSISTANT - DEAF & HH	Band 15	\$ 28.31	\$ 1,981.70	\$ 28.88	\$ 2,021.60	\$ 29.46	\$ 2,062.20
T036	SPECIAL EDUCATION ASSISTANT - ESL	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
T015	SPECIAL EDUCATION ASSISTANT - PHYSICAL NEEDS	Band 15	\$ 28.31	\$ 1,981.70	\$ 28.88	\$ 2,021.60	\$ 29.46	\$ 2,062.20
T027	SPECIAL EDUCATION ASSISTANT - PHYSICAL NEEDS/AUTISM	Band 15	\$ 28.31	\$ 1,981.70	\$ 28.88	\$ 2,021.60	\$ 29.46	\$ 2,062.20
T021	SPECIAL EDUCATION ASSISTANT - VISUALLY IMPAIRED	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
T032	SPECIAL EDUCATION ASSISTANT - WORK EXPERIENCE / AUTISM	Band 14	\$ 27.59	\$ 1,931.30	\$ 28.14	\$ 1,969.80	\$ 28.70	\$ 2,009.00
T044	SPECIAL EDUCATION ASSISTANT - AUTISM/INTERPRETER	Band 17	\$ 29.76	\$ 2,083.20	\$ 30.36	\$ 2,125.20	\$ 30.97	\$ 2,167.90
T034	SPECIAL EDUCATION ASST - APPLIED BEHAVIOUR ANALYST	Band 15	\$ 28.31	\$ 1,981.70	\$ 28.88	\$ 2,021.60	\$ 29.46	\$ 2,062.20
SSFA	STRONGSTART FACILITATOR	Band 12	\$ 26.20	\$ 1,834.00	\$ 26.72	\$ 1,870.40	\$ 27.25	\$ 1,907.50
CCWK	YOUTH CARE WORKER	Band 15	\$ 28.31	\$ 1,981.70	\$ 28.88	\$ 2,021.60	\$ 29.46	\$ 2,062.20

**Economic Stability Dividend (ESD) - if payable\***  
*\*Any increase from ESD will affect negotiated increases in this table*



# LETTERS OF UNDERSTANDING

- i. Provincial Framework Agreement
  - a) Appendix A – Employee Support Grant After June 2019
  - b) Appendix B – Public Sector General Wage Increases
  - c) Information: WorkSafeBC – Refusing Unsafe Work
- ii. Work Experience Placement Partnership
- iii. Strong Start Facilitators
- iv. Four Hour Minimum
- v. Catheterization Procedure
- vi. Deferred Compensation, Self-Funded Leave

**Provincial Framework Agreement ("Framework")**

**between**

**BC Public School Employers' Association ("BCPSEA")**

**and**

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

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

**1. Term**

July 1, 2019 to June 30, 2022

**2. Wages Increases**

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

**3. Local Bargaining**

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

<b>Year</b>	<b>Amount</b>
<b>2019/2020</b>	\$0
<b>2020/2021</b>	\$7,000,000
<b>2021/2022</b>	\$7,000,000

The \$7 million is an ongoing annual amount.

This money will be prorated according to student FTE providing that each district receives a minimum of \$15,000 annually.

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#### 4. Benefits

Provide annual ongoing funding to explore and implement enhancements to the Standardized Extended Health Plan including consideration of an addiction treatment support program as below:

Year	Amount
2019/2020	\$1,000,000
2020/2021	\$3,000,000
2021/2022	\$3,000,000

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the support staff unions.

Any residual from the 2019-2022 for benefits standardization will be allocated to training initiatives under the Support Staff Education Committee.

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEPT and utilized for addiction treatment support programs. The PEPT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost consideration, and relapse response.

- a. 2010-2012 FLOU – remaining balance of \$477,379
- b. Work Force Adjustment – remaining balance of \$646,724

#### 5. Safety in the Workplace

The Parties agree that, in accordance with WorkSafe BC regulations, safety in the workplace is an employee right and is paramount. The Parties commit to providing a healthy and safe working environment which includes procedures to eliminate or minimize the risk of workplace violence. The Parties will work collaboratively to support local districts and unions to comply with all WorkSafe BC requirements.

Information relating to refusing unsafe work, and workers' rights and responsibilities, and employer responsibilities, as provided by WorkSafeBC is attached to this PFA for information purposes.

The Parties will establish a Joint Health and Safety Taskforce of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. Each Party will consider the appointment of subject matter experts in occupational health and safety, and special education.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

The work of this joint taskforce will be completed by January 1, 2020 and will include:

- Developing a joint communication to school districts and local unions on the obligation to report and investigate incidents including incidents of workplace violence.
- Reviewing and developing a Joint Health and Safety Evaluation Tool for the K-12 sector to ensure compliance with WorkSafe BC regulations.
- Identifying and developing appropriate training. This may include use of the evaluation tool, non-violent crisis intervention, ABA, incident reporting and investigations, and employee rights and responsibilities under WorkSafe BC regulations including the right to refuse unsafe work. Training implementation will fall under the mandate of the SSEC.

Utilizing the developed Health and Safety Evaluation Tool for K-12 sector, a joint evaluation shall be performed by a union member appointed by the local union and a representative appointed by the employer. This evaluation shall be on paid time (up to a maximum of three and a half (3.5) hours) and to be completed by March 31, 2021. The union agrees to cover any other costs incurred for the union member.

Copies of completed evaluations shall be provided to local presidents and employers as outlined on the evaluation tool.

The parties agree to commence the work of this taskforce upon approval of the Provincial Framework Agreement by both parties prior to the commencement of this PFA. Costs associated with this committee will be provided from existing SSEAC funds. These funds will be reimbursed with the funds provided under Section 9 Committee Funding.

## **6. Support Staff Education Committee (SSEC)**

### Structure:

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

Mandate:

The mandate of the committee is to manage the distribution of education funds for the following:

- a. Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b. Developing and delivering education opportunities to enhance service delivery to students;
- c. Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d. Skills enhancement for support staff
- e. EA curriculum module development and delivery
- f. These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations

Terms of Reference:

The SSEC shall develop, not later than December 31, 2019, terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Parties.

Funding:

There will be a total of \$1 million of annual funding allocated for the purposes set out above commencing July 1, 2019 for the term of this agreement.

**7. Job Evaluation (JE) Committee**

The Parties will continue and conclude the work of the provincial job evaluation steering committee (the JE Committee) during the term of this Framework Agreement. The objectives of the JE Committee for phase two are as follows:

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.

- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

It is recognized that the work of the committee is potentially lengthy and onerous. To accomplish the objectives expeditiously the Parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) on a fulltime basis if necessary to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined below is appropriate.

The committee, together with consultant(s) if required, will develop a method to convert points into pay bands. The confirmed method must be supported by current compensation best practices.

The disbursement of available JE funds shall commence by January 2, 2020 or as mutually agreed.

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time has been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

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

The parties confirm that the \$900,000 of ongoing annual funds established under the 2014-2019 Provincial Framework Agreement will be used to implement the Job Evaluation Plan. An additional \$3 million of ongoing annual funds will commence on July 1, 2021.

## **8. Provincial Labour Management Committee (PLMC)**

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

The PLMC shall not discuss specific grievances or have the power to bind either Party to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either Party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **9. Committee Funding**

There will be a total of \$100,000 of annual funding allocated for the purposes of the Support Staff Education Committee and the Provincial Labour Management Committee. There will be a one-time \$50,000 allocation for the purposes of the Joint Health and Safety Taskforce.

## **10. Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE)**

The Parties commit to a Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE) with the following objectives:

- a. Gathering data of existing support staff recruitment and retention challenges and projected demand in the sector
- b. Gathering data of existing offerings for applicable post-secondary programs, vocational programs and identify potential gaps in program offerings to meet projected demands
- c. Partnering with post-secondary schools and vocational training providers to promote support staff positions in school districts
- d. Marketing the support staff opportunities within the sector (eg. Make a Future)
- e. Targeted support for hard to fill positions

The representatives of the PLMC will mutually select a consultant to perform the work of the initiative. The consultant will report to the PLMC on key milestones and as otherwise requested. During the term of the agreement \$300,000 will be allocated for the purposes set out above.

#### **11. Early Care and Learning Plan**

In support of the Province's Early Care and Learning (ECL) Plan, the parties will pursue collaborative opportunities for the K-12 sector to support effective transitions for care and learning from the early years to kindergarten e.g. before and after school care.

#### **12. Unpaid Work**

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

#### **13. Employee Family Assistance Program (EFAP) services and the PEBT**

The Parties request that the PEBT Board undertake a review to assess the administering of all support staff Employee Family Assistance Program (EFAP) plans.

#### **14. Demographic, Classification and Wage Information**

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

#### **15. Public Education Benefits Trust**

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement On Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.



- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

**16. Employee Support Grant (ESG)**

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

**17. Adoption of Provincial Framework Agreement (PFA)**

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties no later than November 30, 2019.

**18. Funding**

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

**19. Provincial Bargaining**

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. \$200,000 will be allocated as of July 1, 2020.

Dated this \_\_12<sup>th</sup>\_\_ day of July, 2018.

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

**K-12 Presidents' Council and Support Staff Unions**

Warren Williams (Local 15 - Metro)  
Tracey Mathieson  
Rob Hewitt  
Leslie Franklin (Local 703 - Fraser Valley)

**BC Public School Employers' Association & Boards of Education**

Leanne Bowes, BCPSEA  
Renzo del Negro, BCPSEA  
Tammy Sowinski, OLRC  
Kyle Uno, SD36 Surrey

Nicole Edmondson (Local 3500 - Okanagan)	Robert Weston, SD40 New Westminster
Paul Simpson (Local 379 - Metro)	Jason Reid, SD63 Saanich
Marcey Campbell ( Local 728 - Metro)	Marcy VanKoughnett, SD20 Kootenay-Columbia
Sylvia Lindgren (Local 523 - Okanagan)	Alan Chell, BCPSEA Board of Directors
Rolanda Lavallee (Local 2145 – North)	Ken Dawson, PSEC
Len Hanson. (Local 2298 – North)	Elisha Tran (Minute Taker)
Joanne (Jody) Welch. (Local 401- North Island)	
Fred Schmidt (Local 382 - South Island)	
Jane Massy (Local 947 - South Island)	
Michelle Bennett ( Local 748 – Kootneys)	
Brent Boyd. (Local 407 - Metro)	
Patti Price (Local 1091 – Metro)	
Rod Isaac (Local 411 - Fraser Valley)	
Marcel Marsolais ( Local 409 – Metro)	
Anne Purvis (Local 440 – Kootneys)	
Rob Zver ( Local 606- North Island)	
Bruce Scott ( WVMEA)	
Tim DeVivo. ( IUOE Local 963)	
Corey Thomas	
Loree Wilcox	
Corinne Iwata (minute taker)	

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

**Re: Employee Support Grant (ESG) after June 30, 2019**

This Employee Support Grant (ESG) establishes a process under which employees covered by collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA after June 30, 2019.

1. The ESG will be available provided that:
  - a. A board and local union have a collective agreement which has been ratified by both parties no later than November 30, 2019 and,
  - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
  - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
  - b. The residual 25% of the employees' base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.

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5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on \_\_\_\_\_ by:

\_\_\_\_\_  
BCPSEA  
Leanne Bowes

\_\_\_\_\_  
K-12 Presidents' Council  
Warren Williams

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

**Re: Public Sector General Wage Increases**

1. If a public sector employer as defined in s. 1 of the Public Sector Employers Act enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Provincial Framework Agreement will be adjusted on the third anniversary of the 2019-2022 Provincial Framework Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Agreement will be effective during the term of the 2019-2022 Provincial Framework Agreement.

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This information is provided for reference only and is current as of the date of drafting. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.



## Refusing unsafe work

Workers have the right to refuse unsafe work. If you have reasonable cause to believe that performing a job or task puts you or someone else at risk, you must not perform the job or task. You must immediately notify your supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation.

As an employer, workers are your eyes and ears on the front line of workplace health and safety. When workers refuse work because they believe it's unsafe, consider it an opportunity to investigate and correct a situation that could have caused harm.

If a worker refuses work because it's unsafe, workplace procedures will allow the issue to be properly understood and corrected. As a worker, you have the right to refuse to perform a specific job or task you believe is unsafe without being disciplined by your employer. Your employer or supervisor may temporarily assign a new task to you, at no loss in pay.

Steps to follow when work might be unsafe:

### 1. Report the unsafe condition or procedure

As a worker, you must immediately report the unsafe condition to a supervisor or employer.

As a supervisor or employer, you must investigate the matter and fix it if possible. If you decide the worker's concern is not valid, report back to the worker.

### 2. If a worker still views work as unsafe after a supervisor or employer has said it is safe to perform a job or task

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed. This investigation must take place in the presence of the worker and a worker representative of the joint health and safety committee or a worker chosen by the worker's trade union. If there is no safety committee or representing trade union at the workplace, the worker who first reported the unsafe condition can choose to have another worker present at the investigation.

### 3. If a worker still views work as unsafe, notify WorkSafeBC

If the matter is not resolved, the worker and the supervisor or employer must [contact WorkSafeBC](#). A prevention officer will then investigate and take steps to find a workable solution.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=s&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23q%3Dunsafe%2520work%26sort%3Drelevancy%26f%3Alanguage-facet%3D%5BEnglish%5D>

Note: WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.

**LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 35 (LANGLEY)  
AND CUPE LOCAL 1260  
AND CUPE LOCAL 1851**

**WORK EXPERIENCE PLACEMENT PARTNERSHIP AGREEMENT**

The partners to this Letter of Understanding agree that the provisions of work experience for secondary school students is in the best interest of the community as a whole and students in particular. The purpose of the Letter of Understanding is to set in place the framework within which Work Experience Placements shall operate. This Letter of Understanding will be reviewed and revised when there are changes to the Work Experience program.

The following terms and conditions must be met in order for a Work Experience placement to be acceptable.

- |                    |  |
|--------------------|--|
| TERMS OF REFERENCE | 1. For the purpose of this agreement, work experience placements are identified as follows:<br><br>A Work Experience placement is designed to introduce School District #35 students to specific work experiences and skills by placing the student in a working environment for a period of time in order that the student can experience first hand the demands of the workplace and the jobs and skills in the work force.  |
| EMPLOYMENT ISSUES  | 2. A Work Experience placement is not to be made when such placement will replace an employee. Should the employee with whom the work experience student is working not be available, the educational supervisor shall be notified and the placement will be suspended until such time as the employee returns or an alternate work experience placement is identified. Work experience will only be made with regular employees.  |
| SAFETY ISSUES      | 3. Before a student is placed in a work experience placement the student will be given general occupational health and workplace safety training.<br><br>4. On the first day of the work experience placement the student will be given a site-specific occupational health and workplace orientation before any hands on tasks are performed.<br><br>5. It is the joint responsibility of the School District, the supervising teacher, the student's teacher, and Local 1260 or Local 1851 to ensure that the student wear all appropriate safety equipment needed for that work site as required by the Workers' Compensation Board.<br><br>6. It is the responsibility of the School District to provide Workers' Compensation coverage for any student being placed in a Work Experience placement. |
| SUPERVISION ISSUES | 7. The student on a work experience placement must be supervised at all times by the worker(s) whose job the student is learning. At no time will a student on a work experience placement be allowed to perform hands on unsupervised by the worker whose job the student is learning.<br><br>8. The worker who is assigned to supervise a student on a work experience placement will be provided with adequate time to work with the student.   |

9. When a student is placed in a work area where confidentiality of records/information must be maintained, the teacher supervisor and the worksite supervisor will give clear instructions regarding the protection of confidentiality. It is not recommended that students be placed at a worksite where dealing with confidential information is a major concern of the job the student is learning.
10. The appropriate Local will receive written notification of the intent to place a student on work experience. The Local will notify the Employer if there are any concerns regarding a placement.
11. STEP ONE: Request to principal if school-based or supervisor if district based.  
STEP TWO: Speak to employee who will be the student's supervisor.  
STEP THREE: Send notification of Intent to CUPE 1260 or 1851.  
STEP FOUR: The Local will notify the supervising teacher if there are any concerns regarding a placement.
12. All partners identified in this Letter of Understanding agree that the conditions identified for work experience placement will be adhered to and/or others as may be agreed to by the partners.

NOTIFICATION OF INTENT

NOTIFICATION OF INTENT

EXCEPTIONS

*Dennis Truon*  
For Local 1260  
Sept. 16 1996  
Date

*W. J. [Signature]*  
For Local 1851  
16 Sept-96  
Date

*[Signature]*  
For the Employer  
Sept. 16  
Date





**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**BOARD OF EDUCATION, SCHOOL DISTRICT NO. 35 (LANGLEY)**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1260**

*Re: Strong Start Facilitators*

**WITHOUT PREJUDICE AND WITHOUT PRECEDENT**

This letter of understanding confirms the parties' agreement regarding Strong Start Facilitators and Spring Break 2020.

Strong Start Facilitators normally complete self-directed professional development during one week of Spring Break and are laid off for the other week of Spring Break. During the 2019/2020 school year:

- Strong Start Facilitator's will complete their self-directed learning during evenings and weekends throughout the school year.
- Strong Start Facilitator's are required to complete self-directed professional development equal to five (5) days of work as established by their 2019/2020 assignment.
- For the purpose of this accrual, overtime provisions of the Collective Agreement shall not apply.
- The self-directed professional development will only be used as earned days off with pay from March 23 – 27, 2020.
- Employees will earn pensionable service and seniority for the time worked.
- This letter of understanding does not apply to casual employees.
- Employees posted into a "term" position for the majority of the school year are eligible to complete self-directed learning equivalent to five (5) days of work as established by their assignment.
- Strong Start Facilitator's will submit confirmation of their self-directed learning to the District Teacher responsible for Strong Start for tracking purposes.
- The District Teacher will provide the Payroll Department with confirmation of the professional development time submitted by each Strong Start Facilitator at the end of the first week of June 2020. The Payroll Department will reconcile the time to determine any deficiency owing which will be deducted from their last pay period in June 2020.



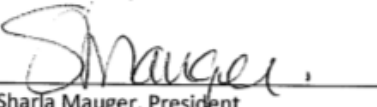
This Letter of Understanding will be in effect for the 2019/2020 school year.

Agreed to this 8 day of May 2019.

For the Employer, School District #35

  
Barry Bunyan,  
Director - Human Resources

For the Union, CUPE Local 1260

  
Sharla Mauger, President  
CUPE, Local 1260

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE DELEGATED BARGAINING AUTHORITY FOR**  
**THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**ACCREDITED FOR AND REPRESENTING**  
**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 35 (LANGLEY)**  
**(hereinafter referred to as the "Employer")**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1260**  
**(hereinafter referred to as the "Union")**  
**STRONG START EMPLOYEES**

The terms set out below represent full and final settlement of all outstanding issues regarding the Strong Start Grievance dated July 12, 2007 and the Records Manager Grievance dated, August 31 2006.

It is understood and agreed that the obligations of the signatories to this Letter Of Understanding shall be of no force and effect unless the terms and conditions set out herein are ratified by the Employer, the British Columbia Public School Employers' Association and the Union.

1. The Employer has agreed to the inclusion of the Strong Start Facilitator position within the bargaining unit represented by the Union. The Union has agreed to the necessary amendments to the Collective Agreement to recognize the distinct character of the pre-school Strong Start program. In extending this voluntary recognition, the Employer does not concede it was obliged to post and fill the initial position under the Collective Agreement. It extends recognition without prejudice to the stand it may take in the creation of new positions, other than the position of Strong Start Facilitator, in the future.
2. With the inclusion of the current and future Strong Start Facilitator positions under the Collective Agreement, the Employer has set the knowledge, abilities and skills in the attached Schedule 1. The Union acknowledges the Employer's right to set the knowledge, abilities and skills and agrees that the qualifications established in Schedule 1 are fair and equitable. It is understood that any future variation of the knowledge, abilities and skills by the Employer will be subject to challenge if the Union does not believe the variation is a proper exercise of management and contractual rights under the Collective Agreement.

3. The Union and Employer acknowledge this newly created and included position, under the Collective Agreement will be subject to review under Article 19 (b) Classification/Reclassification/Job Evaluation Maintenance. Any changes would be effective 2010, June 30 or an earlier date mutually agreed to by the parties.
4. In the interim, the Union and Employer have agreed to the transitional arrangement for the incumbent employees in the attached Schedule 2.
5. In recognition of the character of the Strong Start program, similar to the recognition given to the distinct character of some other programs and positions under the Collective Agreement, the Union and Employer have agreed that in addition to Article 12 Layoff and Recall, the terms of Schedule 3 will apply to the Strong Start Facilitator classification.
6. The daily operation of the Strong Start program does not mirror the K-12 education programs or the school day. The Union and Employer have agreed to recognize this in the application and administration of Article 13 Hours of Work, Section 3, Support Staff - All Other Employees, of the Collective Agreement. The Union and the Employer agreed to the hours and scheduling of work as in the attached Schedule 4.
7. The Strong Start Facilitator will take their annual vacation when the program is not operating or during Christmas and Spring break.
8. The Union shall withdraw their grievances regarding the exclusion of the Records Manager position, dated August 31, 2006 and the inclusion of the Strong Facilitator position.
9. The Union and the Employer agree that this Letter of Understanding will continue until such time as the Union and the Employer agree to terminate or amend the Letter of Understanding.

AGREED TO THIS 23<sup>rd</sup> DAY OF SEPTEMBER, 2009

On behalf of the Board of Education of  
School District No. 35 (Langley)

Jennija Canas

On behalf of the Canadian Union  
of Public Employees, Local 1260

Donna Mason

## SCHEDULE 1

With the inclusion of the current and future Strong Start Facilitator positions under the Collective Agreement, the Employer has set the knowledge, ability and skills in the attached Schedule 1. The Union acknowledges the Employer's right to set these knowledge, abilities and skills and agrees that the qualifications established in Schedule 1 are fair and equitable. It is understood that any future variation of the knowledge, abilities and skills by the Employer will be subject to challenge if the Union does not believe the variation is a proper exercise of management and contractual rights under the Collective Agreement.

- Current BC Early Childhood Education certificate from a recognized post secondary institution.
- Community Care Facilities Branch BC License to Practice
- Currency with early learning and child care issues
- Valid Child Safe First Aid certificate
- Clear Criminal Record Review, completed prior to hiring
- Recent demonstrated work experience in early childhood education, teaching, recreation, social work, community development.
- Training and/or experience working with children aged 0-5
- Ability to work effectively with a variety of parents, caregivers, children, professionals and community members
- Knowledge of child development, family dynamics, community resources and early learning
- Experience in a variety of settings working with diverse ethnic populations
- Experience in creating, planning, implementing and budgeting for a parent participation early learning program.
- Strong verbal and written communication skills
- Good organization and planning skills
- Knowledge of the socio-economic characteristics of this community
- Class 5 drivers license and access to own vehicle
- An understanding of and a commitment to quality early learning
- Credibility with and an ability to work effectively with and proactively establish positive working relationships with a variety of parents, children, volunteers, professionals, community agencies and partners and community members
- Ability to work proactively and in a self directed manner to foster an atmosphere of trust and respect, to promote awareness of early learning issues and to promote and market the Strong Start program as required
- Other qualifications, skills and abilities as may be required to meet Ministry requirements or the terms of the Strong Start contract.

## **SCHEDULE 2**

Transitional Agreement with respect to the incumbent

The parties agree that the incumbent Strong Start Facilitator shall be recognized as a regular part time employee of the School District within the CUPE Local 1260 bargaining unit who will continue to be paid at the rate set out in the current contract of employment with the School District until June 30, 2010 or an earlier date mutually agreed to by the parties.

## **SCHEDULE 3**

The following provision will apply to the Strong Start Facilitator:

Article 12 (a) Layoff and Recall – Bumping

The employer reserves the right to deny an employee to bump into a Strong Start Facilitator position if this would create a negative impact on the Strong Start Program.

Article 13 Section 3 (c) Minimum Working Hours

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

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

## **SCHEDULE 4**

The Strong Start Centre may operate between Monday to Sunday, inclusive. Notwithstanding the provisions of Article 13, Hours of Work, the parties agree that having regard to the unique nature of the role of the Strong Start Facilitator and the needs of the program, there is a requirement for flexibility in scheduling the hours of work from Monday to Sunday, with the Strong Start Facilitator taking two consecutive days off. The hours of work shall be scheduled between 8:00 a.m. and 9:00 p.m. Monday to Friday; and between 8:00 a.m. and 4:30 p.m. on Saturday and Sunday. This flexibility in scheduling hours of work will require the employee(s) to be available on Saturday and Sunday.

Work beyond 40 hours per week or 8 consecutive hours in a day shall be deemed to be overtime. Where conditions necessitate overtime, and where the work is authorized, such overtime shall be paid for at the double time.

A Strong Start Facilitator may decline a shift on a Friday evening or on a Sunday, provided the needs of the program are met by remaining staff attached to the Strong Start Program, with first right of refusal determined by seniority.

Article 13, Section 3 (f) and (g) Rest Period and Meal Breaks

The parties agree that the paid rest periods contemplated by Article 13, Section 3, (f) and (g), shall be taken during times that will not interfere with the operation of the Strong Start Centre.

LETTER OF UNDERSTANDING  
BETWEEN  
CUPE LOCAL 1260  
AND  
SCHOOL DISTRICT NO. 35 (LANGLEY)

Four Hour Minimum

Whereas the School District has reviewed the impact of the four hour minimum and has determined that approximately 18 positions are affected, the cost of which amount to approximately \$23,000 and whereas the Board and the Union would like to implement the four hour minimum with the least disruption to students and the programs and whereas the Board and the Union agree to implement the four hour minimum consistent with decentralized decision making model.

The Board and the Union agrees to the following conditions for the implementation of the 4 Hour Minimum as determined by the IIC#2:

- The Board will implement the four hour minimum to those employees who work less than minimum four hours for the 2000-2001 school year by temporarily increasing their assignments to comply with the 4 hour minimum, effective December 1, 2000 to June 30, 2001. The District will access the 4 Hour Minimum Fund to implement the 4 Hour Minimum. This excludes Noon and Crosswalk Supervisor positions.
- The Board and the Union will establish a Board/Union Four Hour Implementation Committee otherwise known as the "Committee", consisting of 2 representatives from the Union and the Human Resources Officer- Support Staff and Labour Relations Officer.
- The Board may combine positions in order to implement the 4 hour minimum.
- The Board will continue to post vacancies as vacated or created.
- The Board may call out casual staff for less than 4 hours if an employee is unable to continue working and a replacement is required part way through the day.
- The Board will pay mileage to an employee who is required to work in two separate locations to make up the four hour minimum.
- Disputes regarding the implementation of the 4 hour minimum will be referred to the Committee, if within a week of referral the dispute has not been resolved, it shall be referred to the Dispute Resolution Committee consisting of the Administrative Officer, Assistant Superintendent – Human Resources, Labour Relations Officer, the CUPE National Representatives and CUPE Local representatives. In the event there is still a dispute, it will be referred to expedited arbitration pursuant to Article 8. The Board and the Union agree to have Chris Sullivan act as the arbitrator.
- The committee will meet on the third week of May to review the implementation of the four hour minimum for the 2001-2002 school year.

*Jennifer Conas*  
for the Board  
Date Nov. 28/00 9:35am

*Doreen Mason*  
for the Union  
Date Nov. 28/2000 9:35AM

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**SCHOOL DISTRICT NO. 35 (LANGLEY)**  
**AND**  
**C.U.P.E. LOCAL 1260**

**CATHETERIZATION PROCEDURE**

Whereas:

The Board and the Union have met pursuant to the Letter of Understanding dated 2000 03 20. The parties met on 2001 09 13 and 2001 11 07 and have reached an understanding regarding the permissibility of an employee who is trained to perform the catheterization procedure for a special needs student.

- The registered nurse from Nursing Support Services funded by the Ministry of Child and Families will determine which special health related aspects of a child's care may be delegated to a trained Special Education Assistant.
- The registered nurse from Nursing Support Services will be responsible to ensure Special Education Assistants are trained and monitor in the special health related aspects of a child's care.
- Training for a special health procedure is specific to the child for which it was intended.
- Clean intermittent catheterization is one of the delegated special health procedures.

H. A. Robson  
For the Board

Donna Mason  
for the Union

2001 11 07  
Date



THIS AGREEMENT made the 6 day of January, 1994

**BETWEEN: The Board of School Trustees of School District No. 35 (Langley)**  
(hereinafter called "the Board")

PARTY OF THE FIRST PART

**AND: Canadian Union of Public Employees, Local 1260**  
(hereinafter called "the Union")

PARTY OF THE SECOND PART


WHEREAS the Board and the Union wish to establish a Plan whereby members of the Union employed by the Board have the opportunity of taking a one-year leave of absence on a deferred compensation basis.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties agree to institute the Plan attached hereto, whereby an employee may take a leave of absence on a deferred compensation basis on the terms and conditions described in the Plan.

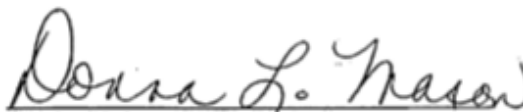
IN WITNESS WHEREOF this Agreement has become executed by the parties hereto as of the day and year first above written.

*Nothing in the Plan shall be construed to conflict with the Revenue Canada legislation or regulations in this regard. Where there is conflict between legislation/regulations and this agreement, the legislation/regulations shall govern.*

THE BOARD OF SCHOOL TRUSTEES  
OF SCHOOL DISTRICT #35 (LANGLEY)

  
\_\_\_\_\_  
For the Board

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1260

  
\_\_\_\_\_  
for the Union

## SELF-FUNDED LEAVE PLAN

### 1. DEFINITIONS

**“Accrued interest”** means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the participant, calculated from:

- (a) the first date any such monies have been invested by the eligible financial institution, or
- (b) the last day to which interest has been paid in accordance with clause 3.5.

whichever is later.

**“Administrative expenses”** means internal costs normally incurred by the Board and not external charges such as may be incurred for the administration of the investment component of the Plan or for consultation, advice, or audit.

**“Collective Agreement”** means the collective agreement in force from time to time between the Union and the Board.

**“Committee”** means a committee as defined by agreement between the Union and the Board.

**“Current compensation amount”** means the total compensation payable by the Board to the participant for the year, as per the current collective agreement.

**“Deferral Period”** shall be the number of years, not to exceed six (6), for which compensation is deferred in accordance with clause 3.1, including the years referred to in clause 4.4 and 4.5, and 7.1 if applicable.

To allow for the possible application of clauses 4.4, 4.5 and 7.1 the original deferral period should not exceed five (5) years.

**“Deferred compensation amount”** means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the participant in accordance with clause 3.4.

**“Eligible employee”** means a regular employee as defined by agreement between the Union and the Board.

**“Eligible financial institution”** means a Canadian chartered bank, any trust company authorized to carry on business in the province of British Columbia, and any credit union authorized to carry on business in the province of British Columbia.

**“Leave of absence”** means the twelve-month period described in clause 4.1.

**“Memorandum of agreement”** means the agreement described in Schedule “A”.

**“Participant”** means an eligible employee who has completed a memorandum of agreement (Schedule “A”) and whose application for participation in the plan has been approved by the Board in accordance with clause 2.2.

**“Plan”** means the self-funded leave plan set out in this agreement and includes all amendments thereto.

## 2. APPLICATION

### Formal Application

- 2.1 In order to participate in the plan, an eligible employee must make written application by way of the Memorandum of Agreement to the Human Resources Department on or before March 31st, or at a date otherwise agreed between the Board and the Union, stating the date when the eligible employee wishes to participate in the Plan.

### Approval

- 2.2 The approval of each application made under clause 2.1 shall rest in the sole discretion of the Board. The Human Resources Department shall, by May 15th of that year, or a date otherwise agreed between the Board and the Union, advise each applicant of the Board's approval or disapproval of his/her application, and if the latter, an explanation therefore.

### Date of Participation

- 2.3 If the Board gives its approval in accordance with clause 2.2, the participation of the eligible employee in the plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the Board then on a date which is agreed to by the Board and the eligible employee.

## 3. FUNDING FOR LEAVE OF ABSENCE

Funding for the leave of absence shall be as follows:

### Compensation Deferred

- 3.1 During each school year prior to the leave of absence, the participant, for a maximum of six (6) school years, will receive his/her current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement for the school year in question and less statutory deductions and other withholdings which is to be retained by the Board. Such percentage amount will be retained by the Board and be invested in accordance with clause 3.3. Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the Board at least one (1) month prior to July 1 in any year for the subsequent years.

### Maximum Percentage Deferred

- 3.2 The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one-third (33 1/3) per cent.

### Investment of Deferred Compensation

- 3.3 The monies retained by the Board for each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Board in guaranteed Government of Canada Treasury Bills through an eligible financial institution. The committee shall choose such eligible financial institution and in making such determination the Board, the Union and

members of the committee shall not be liable to any participant for any investments made which are authorized by this clause.

Payment of Accrued Interest

3.4 The eligible financial institution shall pay the interest accrued to December 31st of each year to the participant.

Reporting to Participants

3.5 The eligible financial institution shall make an annual report to each participant as to the amount of deferred salary retained by the eligible financial institution for such participant, including any interest earned thereon which has not been paid out in accordance with clause 3.4. The annual report shall be made no later than July 31 of each year while the participant participates in the Plan.

Administrative Expenses

3.6 The Board will bear the administrative expenses of the Plan.

**4. TAKING OF LEAVE OF ABSENCE**

The taking of a leave of absence shall be governed by the following provisions:

Period of Leave of Absence

4.1 The leave of absence shall be:

- (a) **for school term employees** - for one (1) full regularly scheduled school year for that position,
- (b) **for twelve (12) month employees** - for one (1) full year commencing on a date between July 1 and September 1 as mutually agreed to by the supervisor and the eligible employee.

Manner of Payment During Leave

4.2 The manner of payment to be made to a participant during the leave of absence shall be equal bi-weekly installments commencing with the first scheduled pay date after commencement of the leave, unless otherwise directed by the participant prior to September 1 of the leave of absence.

Amount of Payment During Leave

4.3 The salary to be paid to a participant during a leave of absence shall be related to the monies retained by the Board in accordance with clause 3.1 for such participant, but less any deductions made by the Board under clause 5.1 and any monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not earn any wages from the Board during the leave.

Board's Right to Refuse Leave

- 4.4 If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, not less than three (3) months notice prior to the scheduled date for the commencement of the leave, may in its discretion defer the leave of absence on one occasion only for one year.

Participant's Right to Defer Leave

- 4.5 Notwithstanding the date shown in the Memorandum of Agreement for a requested leave of absence, a participant may, on one occasion only, with the consent of the Board, postpone such leave for one year. A request to postpone the year of leave must be submitted to the Human Resources Department no later than four (4) months prior to the scheduled start date of the leave.

Year's Leave of Absence

- 4.6 The year's leave of absence shall immediately follow the deferral period.

Position on Return

- 4.7 On return from his/her leave of absence, the employee will be assigned to the position from which the leave was taken. If the position no longer exists, the employee will be assigned to a position consistent with the Layoff and Recall provisions of the Collective Agreement.

Wages and Benefits After Leave

- 4.8 After participation in the Plan, the employee's wages and benefits will be as set out in the collective agreement then in force between the Board and the Union governing such matter.

**5. FRINGE BENEFITS**

The providing of fringe benefits will be as follows:

- 5.1 The employee's benefits will be maintained by the Board during the employee's leave of absence, provided the employee requests such in writing one (1) month prior to the date of the leave. The employee shall pay to the Board the full cost of any such premiums paid on the employee's behalf.

Sick Leave Credits

- 5.2 Sick leave credits will not be earned during the period of leave.

Superannuation

5.3 The provision of the Pension (Municipal) Act require that the employee make arrangements directly with the Superannuation Commission if they wish to purchase pensionable service for the period of leave.

Seniority

5.4 Seniority shall not accrue during the period of leave.

Vacation

5.5 Vacation credit is not earned during the period of leave.

- (a) **For twelve (12) month employees**, the vacation earned from the start of that vacation year to the commencement of the leave and from the end of the leave to the end of that vacation year shall be taken during the next vacation year..
- (b) **For ten (10) month employees**, vacation entitlement earned from the start of that vacation year to the commencement of the leave will be paid out at the commencement of the leave.

Sick Leave Payout

5.6 Sick leave is not earned during the period of leave. Sick leave payout for all employees shall be treated the same as vacation entitlement for twelve (12) month employees.

**6. TERMINATION OF EMPLOYMENT**

Upon Termination of Employment

6.1 A participant who ceases to be employed by the Board also terminates participation in the Plan.

Withdrawal by Employee

6.2 A participant may withdraw from the Plan upon giving written notice not less than two (2) months prior to the date on which the leave of absence is to commence.

Payment

6.3 Upon termination of employment and/or withdrawal from the Plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days or at the option of the participant, at a later date but not later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made, the Board shall have no further liability to the participant.

Upon Death

- 6.4 Should a participant die, the Board shall within sixty (60) days of notification of such death pay the deferred compensation amount to the participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

**7. SUSPENSION FROM PARTICIPATION IN THE PLAN**

Notice to Suspend

- 7.1 A participant may one time only give notice to the Board stating that the participant wishes to suspend his/her participation for a period of one (1) year. Such suspension will commence on the anniversary date of participation in the Plan which immediately follows such notice. During the suspension period the Board shall pay the current compensation amount to the participant as if he/she were not participating in the Plan for that year, but the amounts previously retained by the Board (but less all interest paid to the participant in accordance with clause 3.4), shall continue to be held by the Board.

Re-instatement

- 7.2 If a participant has given notice in accordance with clause 7.1, the participant's participation in the Plan shall be re-instated commencing on the anniversary date of participation in the Plan which immediately follows the year in which his/her participation has been suspended.

**8. TERMINATION OR AMENDMENT OF PLAN**

By Agreement

- 8.1 The Plan may be amended or terminated by agreement between the Board and the Union. Any amendment(s) shall be binding upon all present and future participants.

Not to Prejudice Ruling

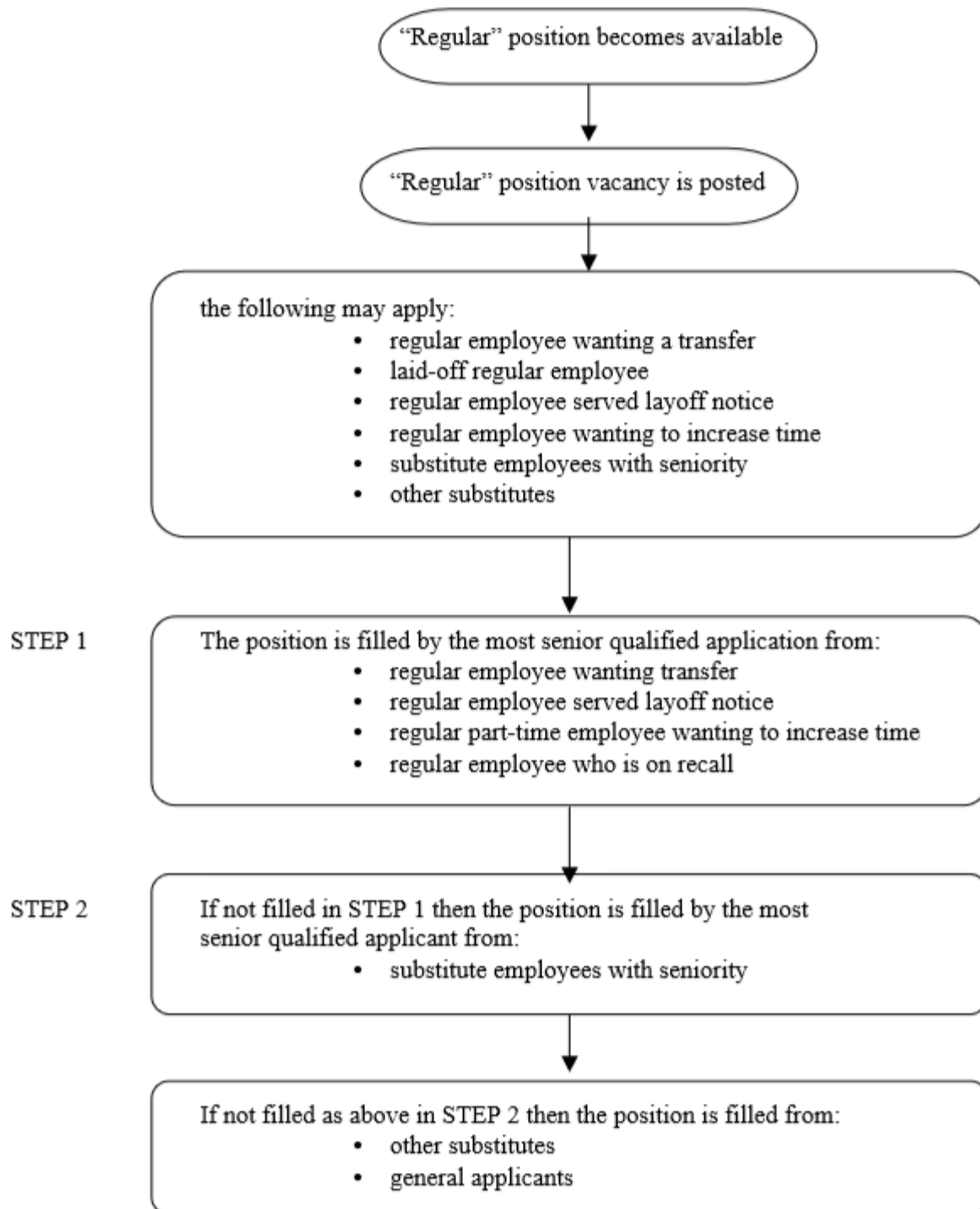
- 8.2 No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

# INFORMATION SECTION

- i. Refined Process for Filling a Vacancy
  - Refined Process for Filling a Regular Vacancy
  - Refined Process for Regular Employees Who Have Been Served Layoff Notice
  - Process for Filling a Time Duration Posting of 3 Months Duration or Greater

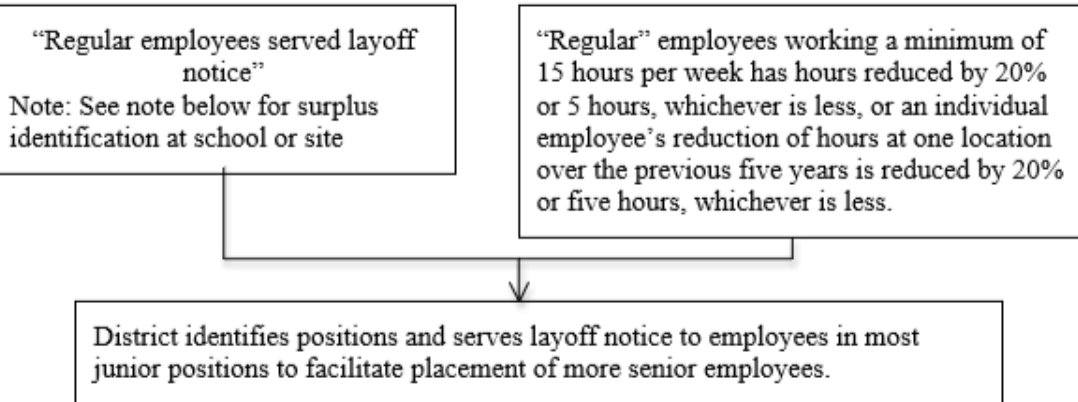


**REFINED PROCESS FOR  
FILLING A REGULAR VACANCY**



Schedule 2

**REFINED PROCESS FOR REGULAR EMPLOYEES  
WHO HAVE BEEN SERVED LAYOFF NOTICE**



Employees served layoff notice may:

- apply for postings
- apply for a higher classification position occupied by a person with lesser seniority
- indicate they wish to displace an employee with less accumulated seniority in the same or lower classification and if so the District will offer a position(s) which will displace a more junior employee

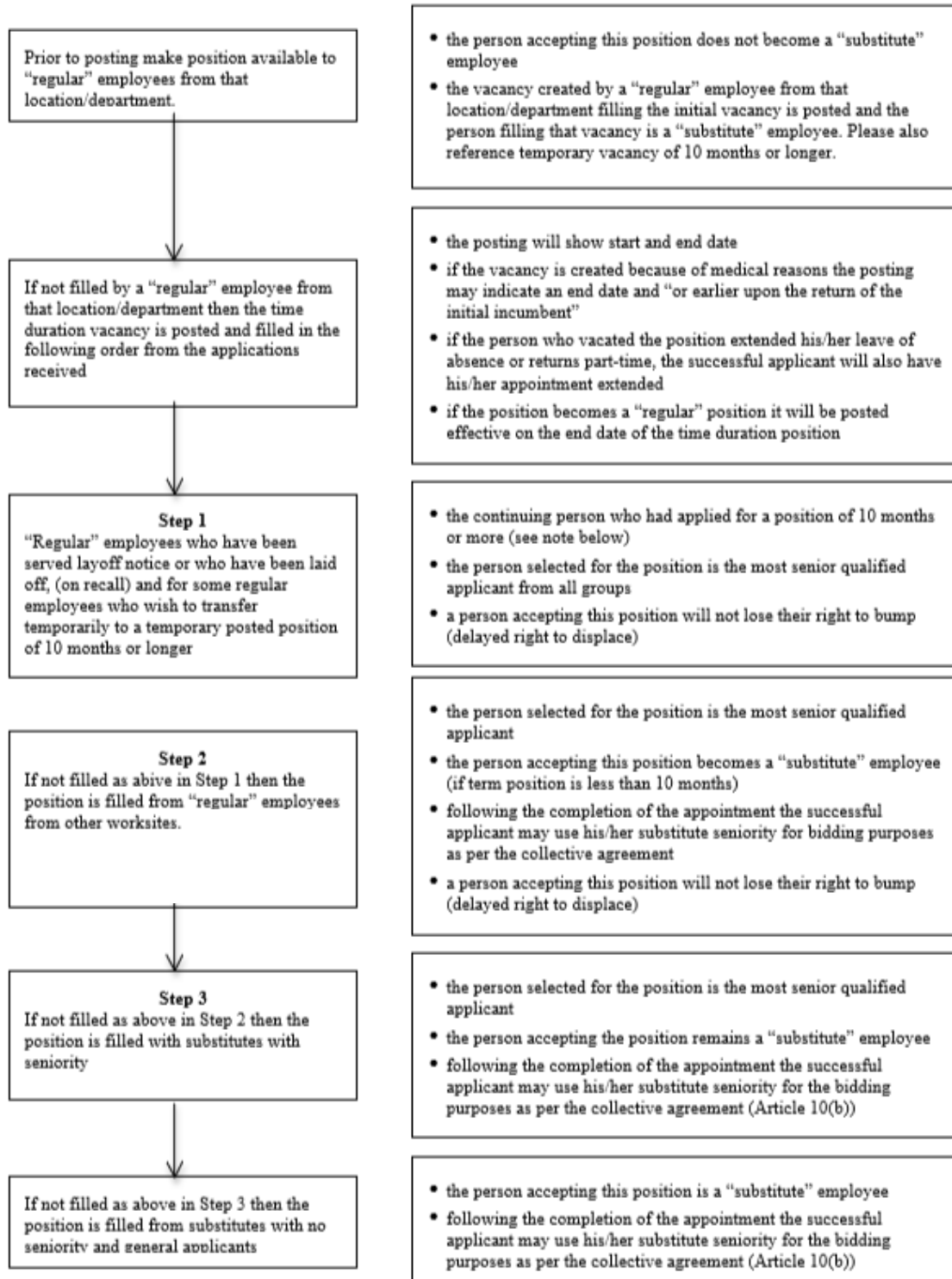
The displacement offers will be made in the following order:

- a) if available, an equivalent position in the same class specification and same hours;
- b) if (a) is not available then a position with equivalent class specification, same pay grade and same hours;
- c) if (b) is not available then a position with the same or equivalent class specification and closest hours within 4 hours or 20%, whichever is less;
- d) if © is not available then a position with closest lower class specification and closest lower hours or 20%, whichever is less;
- e) if none of the above are available, the employee may elect to be placed on the recall list with the right to recall or severance pay.

**NOTE:**

1. The provisions of Article 12 apply to the above.
2. For staffing purposes, SEAs are grouped in four classifications – SEA, SEA/A, SEA/PN, SEA/PN/A. SEAs may be surplus from the classification (as listed above) if there is a reduction in that classification and they are the most junior. However, before we surplus from a school, they may choose to bump within the school to another classification provided they have the qualifications, i.e.: an SEA may bump SEA/Autism if they have ABA and ASD. Likewise, an SEA may bump an SEA/ESL provided they possess the knowledge, skills, and abilities for the position as determined by the employer. Any dispute would be referred to the grievance process.
3. As per the Memorandum of Agreement dated December 20, 2000, should circumstances arise where CUPE 1260 employees are laid off after September 30<sup>th</sup>, i.e. students leave school, employees will be placed in a vacant position of less than 3 months, placed as a priority call-out on casual list until the end of the school year, or may apply for any postings which arise during this time period. At the end of the school year, these individuals (if not placed through a continuing posting) will be part of the normal layoff/staffing process.

**PROCESS FOR FILLING A TIME DURATION\* POSTING OF 3 MONTHS DURATION OR GREATER**  
 (\*includes long term substitute)



**Note: Step 1 – "the subsequent vacancy will only be available to substitutes or employees who have been served layoff notice or on layoff status (recall)"**

# HISTORICAL SECTION

- i. Gender Neutral Job Evaluation Plan
- ii. Employee Support Grant May/June 2014
- iii. Employee Support Grant after June 30<sup>th</sup> 2014
- iv. Exploration of Standardized Benefits
- v. Learning Improvement Funds


LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 35 (LANGLEY)  
AND  
CUPE LOCAL 1260

GENDER NEUTRAL JOB EVALUATION PLAN

Langley School District has implemented the Gender Neutral Job Evaluation Plan 88%. The parties agree to continue with full implementation of the Plan, in accordance with government Job Evaluation guidelines within a mutually agreeable time period. The agreeable time period will be ratified by the parties.

  
for the Union

  
for the Employer

  
Date  
10:13 PM

**Letter of Agreement ("Letter")**

**Between:**

**BC Public School Employers Association ("BCPSEA")**

**And:**

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

**And:**

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

**Re: Employee Support Grant for May/June 2014**

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA during May and June 2014 as set out in this letter.
2. Subject to the terms of this Letter:
  - (a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.
  - (b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
  - (c) If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7<sup>th</sup>, 2014 by:

Rene Del Rego  
BCPSEA

Maecel Marsolais  
K-12 Presidents' Council

[Signature]  
Ministry of Education on behalf of Her  
Majesty in Right of the Province of BC

**Letter of Agreement ("Letter")**

**Between:**

**BC Public School Employers Association ("BCPSEA")**

**And:**

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

**And:**

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

**Re: Employee Support Grant for after June 30, 2014**

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may be entitled to recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA after June 30, 2014.
2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
5. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.



Original signed on June 7<sup>th</sup>, 2014 by:

Rene Del Rego  
BCPSEA

Maed Marsolasi  
K-12 Presidents' Council

Frank Jalna  
Ministry of Education on behalf of Her  
Majesty in Right of the Province of BC

**Provincial Support Staff Extended Health Benefit Plan**

**TERMS OF REFERENCE**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**K-12 PRESIDENTS COUNCIL**

**Re: Exploration of a Greater Standardization of Benefits Plans**

The parties agree to move to an optional standardized provincial extended health benefits plan (standardized plan) which would include the majority of support staff members. To further such change the parties agree to form a working committee with the goal of achieving agreement on a standardized extended health benefits plan.

**Terms of Reference:**

1. The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10<sup>th</sup>, 2014.
2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEFT unless a local collective agreement provides otherwise.
7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of \$3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.

9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13<sup>th</sup>, 2014 or a mutually agreed upon day.

**LETTER OF AGREEMENT**

**BETWEEN:**

**BCPSEA**

**AND**

**K-12 SUPPORT STAFF UNIONS**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED BY THE MINISTRY  
OF EDUCATION**

**RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities**

**WHEREAS:**

The Ministry has established and maintains additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant (EA) work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

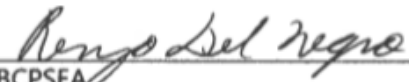
**THEREFORE:**

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.

2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. This letter replaces the letter between the parties signed December 14<sup>th</sup>, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 7<sup>th</sup>, 2014 by:

  
BCPSEA

  
Support Staff Unions

  
Ministry of Education

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