

This Agreement made this first day of **July 2014**.

**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.



**CUPE LOCAL 1260  
COLLECTIVE AGREEMENT**

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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" 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:

**Budget Officer, ISP**

Coordinator – Apex Program

Director – Energy and Environment

Director of Facilities

**Director, Finance**

Director – Information Systems & Technology

Director – ISP

**Enterprise Software Engineer**

**Enterprise System Administrator**

Executive Assistant to the Assistant Superintendent

Executive Assistant to the Assistant Superintendent of Human Resources

Executive Assistant to the Secretary-Treasurer

Executive Assistant to the 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

Manager, Accounting and Reporting

Manager, Building Trades

Manager, Capital and Financial Planning

**Manager, Capital Projects**

Manager, Communications

Manager, Facilities Services

Manager, Mechanical Systems

## ARTICLE 2 DEFINITIONS, cont'd

### **Manager, Occupational Health & Safety**

Manager, Payroll, Benefits and Personnel

Manager, Purchasing & Logistics

### **Manager, Technical Services**

Planning and Financial Control Officer

Senior Manager, Human Resources

Supervisor, Facilities Services

Supervisor, Transportation

- b. "Probationary Employees" shall mean a person serving an initial trial period of forty-five (45) days of work, from date of hire, to determine suitability for employment as a "Regular Employee".
- c. "Regular Employee" shall mean an employee, full or part-time, who has successfully completed the probationary period and who is employed on a regular basis.
- d. "Regular and Probationary Employees" shall be entitled to all benefits as provided by the Collective Agreement, from date of hire.
- e. i. "Substitute Employees" 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.
  - Substitute 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. Substitute employees are not entitled to employee benefits but shall be paid an additional twelve (12) percent over and above their rate in lieu of benefits including vacation pay and statutory holiday pay.
- iii. Substitute employees assigned to a temporary position where it is known at the start of the work that the work will continue beyond three (3) calendar months shall have the option of electing to receive employee benefits 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 Substitute employee working in a substitute 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 substitute 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.

## **ARTICLE 2 DEFINITIONS, cont'd**

- f. "Time Duration 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.

Time Duration positions shall be posted and filled in accordance with Article 11. A regular employee cannot apply for a time duration position unless on layoff or declared surplus, or the time duration position is ten (10) months or longer. Please refer to the Staffing Process regarding time duration positions.

Time Duration 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 the opposite sex or same sex as the employee and who is either legally married to the employee, or not legally married to the employee and who has resided continuously with the employee for a period of twelve (12) months, representing themselves as husband and wife.

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

- Article 17(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.

### **ARTICLE 3 RECOGNITION AND NEGOTIATIONS, cont'd**

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, in writing, when an employee covered by this Agreement, is hired, promoted, demoted, transferred, laid-off, recalled, resigns, 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.

## **ARTICLE 5 UNION SECURITY, cont'd**

- ii. Employee information including listings of employees, showing their names, addresses, phone numbers (exclusive of those that are unlisted) and location of assignment.
- 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.

## **ARTICLE 7    LABOUR MANAGEMENT RELATIONS, cont'd**

### **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 Senior 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 in writing 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 seven (7) working days of receipt of the response, refer the grievance to the Senior Manager, Human Resources. The Senior Manager, Human Resources shall respond to the Union in writing within ten (10) working days of the receipt of the grievance.

### **Step 3**

If the Union is not satisfied with the response of the Senior Manager, Human Resources, the Union shall within seven (7) 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

## **ARTICLE 8      GRIEVANCE PROCEDURE AND ARBITRATION, cont'd**

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 substitute 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. If this occurs, the cost will be borne in accordance with Section 105 of the Labour Relations Code.
- iii. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- iv. The decision of the arbitrator is to be mailed to the Parties within ten (10) working days of the hearing. The decision shall include a brief written explanation of the basis for the conclusion.
- v. All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.
- vi. All settlement of proposed expedited arbitration cases made prior to the hearing shall be without prejudice and shall not be referred to by either Party in any subsequent proceeding.
- vii. The parties shall equally share the costs of the fees and expenses of the expedited arbitrator.
- viii. The expedited arbitrators who shall act as sole arbitrators shall be Chris Sullivan, Emily Burke, Bob Diebolt, Marguerite Jackson, Ron Keras, or Dave McPhillips. The arbitrators will be listed in alphabetical order and appointed on a rotational basis. If the selected arbitrator is unable to meet the time limits of the Article, then the next alphabetical listed referee shall be called upon. If none of the designated arbitrators are available, then selection of an arbitrator will be mutually agreeable by both parties.
- 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

## **ARTICLE 8 GRIEVANCE PROCEDURE AND ARBITRATION, cont'd**

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 endeavour to select a third member who shall be Chairman. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia appoint a Chairman. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.

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.



## **ARTICLE 9 DISCIPLINARY ACTION, cont'd**

- iii. Upon 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.
- vi. 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.

## ARTICLE 9 DISCIPLINARY ACTION, cont'd

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 W.C.B wage loss replacement benefits arising out of the employee's employment with the Employer.
- 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. Substitutes

A substitute 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 substitute employee becomes a regular employee, the employee will be credited with the number of days worked as a substitute 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.**

## **ARTICLE 10 SENIORITY, cont'd**

### **c. Seniority List**

The Employer shall provide the Union by March 31<sup>st</sup> and August 31<sup>st</sup> of each year a Seniority list listing employees in order of their accumulated service, and showing original date of hire. The August 31<sup>st</sup> list shall reflect accumulated service up to the previous June 30<sup>th</sup>. The March 31<sup>st</sup> list shall reflect accumulated service up to the previous December 31<sup>st</sup>. There shall be a separate list attached to reflect substitute 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 Substitute 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 bulletin boards provided in Article 25(b), and 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.**

Applicants and the Union shall be notified of the Board's selection within five (5) days of the Board's decision.

- iv. CUPE Local 1260 job postings are available on the School District website.
- v. **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 Web Site.

### 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.

## ARTICLE 11 POSTING AND FILLING VACANT POSITIONS, cont'd

### 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.

## **ARTICLE 12 LAYOFFS AND RECALLS, cont'd**

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,

## **ARTICLE 12 LAYOFFS AND RECALLS, cont'd**

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.
- 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.

## ARTICLE 13 HOURS OF WORK, cont'd

- 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

All work 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 first be allocated to drivers who are not yet at their daily minimum hours. Work beyond minimum hours would then be allocated first to regular drivers, then term drivers, then casual drivers.**

### 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.



## **ARTICLE 13 HOURS OF WORK, cont'd**

### **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 the W.C.B.

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.

## **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 substitutes 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.

## ARTICLE 13 HOURS OF WORK, cont'd

- 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 rain gear, stop signs, vests and anything else provided for under WCB 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 sub-section (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.

## **ARTICLE 13 HOURS OF WORK, cont'd**

- 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 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.

### **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.

## **ARTICLE 13 HOURS OF WORK, cont'd**

### **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**

Employees working more than a five (5) hour shift are entitled to a one-half (1/2) hour unpaid meal break.

### **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

## **ARTICLE 14 STATUTORY HOLIDAYS, cont'd**

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.

## ARTICLE 15 ANNUAL VACATIONS, cont'd

### 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 (1<sup>st</sup>) 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 (2<sup>nd</sup>) 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 (7<sup>th</sup>) 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 (15<sup>th</sup>) 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.

## **ARTICLE 15 ANNUAL VACATIONS, cont'd**

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.

### **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 the Workers' Compensation Act. Where an employee is involved in an accident, other than an accident covered by the Workers' Compensation Act as referred to above, and as a result is paid sick leave during absence from work, any sick leave compensation recovered from an insurer or court award shall be repaid by the employee to the Employer. The Employer shall thereupon reinstate the number of days of sick leave credit represented by the repayment.

### **b. Sick Leave Accumulation**

All employees, upon completion of the probationary period, shall be granted one and one-half (1 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 substitute 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.



## **ARTICLE 16 SICK LEAVE PROVISIONS, cont'd**

### **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 (I) – 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 Records**

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year (not later than March 31<sup>st</sup>) each employee shall be advised of the amount of sick leave accrued to the employee's credit at December 31<sup>st</sup>.

## **ARTICLE 16 SICK LEAVE PROVISIONS, cont'd**

### **h. 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.

### **i. 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) 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 consecutive days, and
- Shall not be combined with any other leave.

## **ARTICLE 17 LEAVE OF ABSENCE, cont'd**

### **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 substitute 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.

## ARTICLE 17 LEAVE OF ABSENCE, cont'd

### 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 and without loss of seniority to a maximum of seventeen (17) consecutive weeks. Seniority shall be accumulated during this seventeen (17) weeks.
- ii. The Employer may require an employee to commence or to remain on maternity leave if the employee is unable to reasonably perform her regular duties as a result of the pregnancy and to continue the leave until the employee is able to perform her regular duties.
- iii. Maternity/Adoption leave may commence up to eleven (11) weeks immediately before the birth or adoption of a child and shall conclude no later than seventeen (17) weeks immediately following the birth or adoption of a child. Upon receipt of a certificate from a qualified medical practitioner certifying that the employee is unable to return to work after the expiry of maternity leave due to reasons related to the birth or the termination of a pregnancy, the employee shall be granted up to six (6) additional weeks of leave without pay.
- iv. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of benefits provided under Article 20 a. and b., provided that the employee continues to pay the employee's share of the premiums.
- v. The employee, on return from maternity/adoption leave shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- vi. In the case of incomplete pregnancy, death of the child or other special 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

## **ARTICLE 17 LEAVE OF ABSENCE, cont'd**

pay and without loss of seniority to a maximum of thirty-seven (37) consecutive weeks. Seniority shall be accumulated during this thirty-seven (37) week period.

- ii. Additional parental leave of up to five (5) consecutive weeks shall be granted where the new born or adopted child will be at least six months of age at the time the child comes into custody of the mother or father and it is certified by a qualified medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- iii. Leave will commence:
  - a. in the case of a natural mother, or the adopting mother or father, immediately following the end of the maternity/adoption leave taken under Article 17(g) unless the supervisor / administrative officer and employee agree otherwise, or
  - b. in the case of a natural father, following the birth of the child and within the fifty-two week period after the birth date of the new born child.
- iv. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of benefits provided under Article 20 a. and b., provided that the employee continues to pay the employee's share of the premiums.
- v. The employee, on return from parental leave shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not taken place.
- vi. Where an employee submits a written request at least four (4) weeks prior to the expiry of the parental leave for additional leave, a General Leave to commence immediately upon expiry of the Parental Leave, up to a maximum of six (6) months shall be allowed. The premium cost for benefits during this period of General Leave shall be fully paid by the employee.
- viii. The combined leave entitlement under Article 17(g) and (h) is limited to 52 weeks.

### **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 substitute 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.

## **ARTICLE 17 LEAVE OF ABSENCE, cont'd**

### **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 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 or Designate's Leave**

An employee elected to the position of president of the Union shall be granted leave without pay one (1) day per week for the purpose of attending to Union business. Such day to be the same day each week and to be identified by the Union for each school year by June 1<sup>st</sup> of the preceding school year.

## **ARTICLE 17 LEAVE OF ABSENCE, cont'd**

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 substitute 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 substituted 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 for costs paid by the employee to repair vehicle damage up to the employee's insurance deductible or two hundred dollars (\$200) per accident or three hundred dollars (\$300) per vandalism incident, whichever is less, 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.

## **ARTICLE 18 COMPENSATION AND ALLOWANCES, cont'd**

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 \$50 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 \$50.00 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.

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.

## **ARTICLE 20 EMPLOYEE BENEFITS cont'd**

### **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 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**

- Vision Care - \$200 limit per each 24 months
- \$1,000,000 lifetime maximum (includes out of province coverage)
- Audio Care - \$500 limit per each 48 months
- Hospital co-insurance – the daily rate of co-insurance shall be maintained at the co-insurance charge of BC Hospital Programs up to, but not exceeding, 2.433% of the average of Vancouver General Hospital’s and Langley Memorial Hospital’s daily rate for basic ward accommodation.

## **ARTICLE 20 EMPLOYEE BENEFITS, cont'd**

### **iii. Dental Plan**

- Plan A – 100%
- Plan B – 50%
- Plan C – 50% with a \$2,500.00 lifetime limit per insured individual

The cost of providing 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 effective January 1, 2001.

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.

## **ARTICLE 20 EMPLOYEE BENEFITS, cont'd**

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 the Workers' Compensation Board/WorkSafe as compensable within the meaning of the Workers' Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board/WorkSafe 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 the Workers' Compensation Board/WorkSafe.

### **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.

## **ARTICLE 20 EMPLOYEE BENEFITS, cont'd**

### **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 W.C.B.**

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

### **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.

## **ARTICLE 21 HEALTH AND SAFETY, cont'd**

### **b. Union / Employer Safety Committee**

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

### **c. Meetings of Committee**

The Health and Safety Committee shall hold meetings on a regular basis 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 Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.

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

### **d. 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, the Workers' Compensation Board/WorkSafe.

### **f. Injury Prevention Training**

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

## **ARTICLE 21 HEALTH AND SAFETY, cont'd**

### **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. Video Display Terminals**

When employees are required to continuously monitor video display terminals, then:

- i. When an employee's daily work time requires monitoring such video display terminals, the Employer will allow an employee time off with pay for an eye examination, with deduction of such time from the employee's accumulated sick leave, by an eye specialist of the employee's choice and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance.
- ii. Employees will not be required to continuously monitor a video display terminal screen for longer than two (2) hours without either a fifteen (15) minute rest period, or a reassignment to other work for at least fifteen (15) minutes.
- iii. Pregnant employees who are required to operate VDT's on a continuous basis who choose not to continue operating VDT's during pregnancy may elect one of the following options:
  - a. Request a re-assignment to work in the same or lower classification if available and the employee is qualified to perform such work. The rate of pay shall be at the re-assigned classification.
  - b. Request a Leave of Absence without pay for the duration of the pregnancy. Employees wishing to maintain any of the benefits in Article 20 (b) shall pay the full premium costs.

## **ARTICLE 21 HEALTH AND SAFETY, cont'd**

- iv. The District Health and Safety Committee shall review and make recommendations to ensure that standards recommended by the appropriate ministry are being met.

### **I. Infectious Environment**

#### **i. Infestations or Infectious Disease**

The employer will comply with WorkSafe BC 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.



## **ARTICLE 22 JOB SECURITY, cont'd**

### **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 endeavour to have the conditions of the merging agreement apply.

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

### **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.

## **ARTICLE 24 VIOLENCE IN THE WORKPLACE, cont'd**

### **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.

## **ARTICLE 25 GENERAL CONDITIONS, cont'd**

### **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 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.

## ARTICLE 27 HARASSMENT, cont'd

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 (d) 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 TERM OF AGREEMENT

This Agreement shall be for the period **July 1<sup>st</sup>, 2014 to June 30<sup>th</sup>, 2019**, 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:

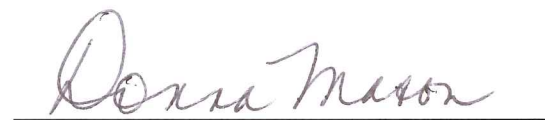
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT #35 (LANGLEY)

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1260

This 3rd day of October 2014.

This 3rd day of October 2014.

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

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

Wage

Schedule



CLASSIFICATION	Banding	1-May-14	1-Jul-15	1-Jul-16	1-May-17	1-Jul-17	1-May-18	1-Jul-18	1-May-19
<b>Negotiated Increase % ** In Addition to Negotiated Increases (see below)</b>			<b>1.0%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>0.5%</b>	<b>1.0%</b>	<b>0.5%</b>	<b>1.0%</b>
ABORIGINAL SUPPORT WORKER	11	\$ 23.26	\$ 23.49	\$ 23.61	\$ 23.85	\$ 23.97	\$ 24.21	\$ 24.33	\$ 24.57
ACCOUNTS PAYABLE TECHNICIAN	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
ADMINISTRATION SYSTEMS TRAINER/SUPPORT ASSISTANT	15	\$ 25.77	\$ 26.03	\$ 26.16	\$ 26.42	\$ 26.55	\$ 26.82	\$ 26.95	\$ 27.22
ADMINISTRATIVE ASSISTANT - APEX	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
ADMINISTRATIVE ASSISTANT - LEC	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
ADMINISTRATIVE ASSISTANT - MAINTENANCE	13	\$ 24.47	\$ 24.71	\$ 24.83	\$ 25.08	\$ 25.21	\$ 25.46	\$ 25.59	\$ 25.85
ADMINISTRATIVE ASSISTANT - MIDDLE SCHOOL	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
ADMINISTRATIVE ASSISTANT - TRANSPORTATION	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
ADMINISTRATIVE ASSISTANT TO DISTRICT ADMINISTRATOR - CAREER EDUCATION & MODERN LANG.	13	\$ 24.47	\$ 24.71	\$ 24.83	\$ 25.08	\$ 25.21	\$ 25.46	\$ 25.59	\$ 25.85
ADMINISTRATIVE ASSISTANT TO DISTRICT ADMINISTRATOR - SPECIAL SERVICES	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
ADMINISTRATIVE ASSISTANT TO DISTRICT ADMINISTRATOR - STUDENT/INSTRUCTIONAL SERVICES	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
APPLICATIONS ANALYST - INFO SYSTEMS	18	\$ 27.85	\$ 28.13	\$ 28.27	\$ 28.55	\$ 28.69	\$ 28.98	\$ 29.12	\$ 29.41
APPLIED BEHAVIOUR ANALYST	15	\$ 25.77	\$ 26.03	\$ 26.16	\$ 26.42	\$ 26.55	\$ 26.82	\$ 26.95	\$ 27.22
BUS DRIVER	09	\$ 22.08	\$ 22.30	\$ 22.41	\$ 22.63	\$ 22.74	\$ 22.97	\$ 23.08	\$ 23.31
BUS MONITOR	06	\$ 20.92	\$ 21.13	\$ 21.24	\$ 21.45	\$ 21.56	\$ 21.78	\$ 21.89	\$ 22.11
BUYER	15	\$ 25.77	\$ 26.03	\$ 26.16	\$ 26.42	\$ 26.55	\$ 26.82	\$ 26.95	\$ 27.22
CAFETERIA ASSISTANT	06	\$ 20.92	\$ 21.13	\$ 21.24	\$ 21.45	\$ 21.56	\$ 21.78	\$ 21.89	\$ 22.11
CAREER ADVISORY ASSISTANT	10	\$ 22.65	\$ 22.88	\$ 22.99	\$ 23.22	\$ 23.34	\$ 23.57	\$ 23.69	\$ 23.93
CLERK STENO / VISUALLY IMPAIRED	09	\$ 22.08	\$ 22.30	\$ 22.41	\$ 22.63	\$ 22.74	\$ 22.97	\$ 23.08	\$ 23.31
CROSSWALK SUPERVISOR	05	\$ 20.78	\$ 20.99	\$ 21.09	\$ 21.30	\$ 21.41	\$ 21.62	\$ 21.73	\$ 21.95
DISPATCHER - TRANSPORTATION	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
DRUG & ALCOHOL WORKER	16	\$ 26.43	\$ 26.69	\$ 26.82	\$ 27.09	\$ 27.23	\$ 27.50	\$ 27.64	\$ 27.92
EDUCATION ASSISTANT - COMPUTER	08	\$ 21.53	\$ 21.75	\$ 21.86	\$ 22.08	\$ 22.19	\$ 22.41	\$ 22.52	\$ 22.75
EDUCATION ASSISTANT - COMPUTER / EBUS	10	\$ 22.65	\$ 22.88	\$ 22.99	\$ 23.22	\$ 23.34	\$ 23.57	\$ 23.69	\$ 23.93
EDUCATION ASSISTANT - COMPUTER / EBUS / THEATRE BOOKING	10	\$ 22.65	\$ 22.88	\$ 22.99	\$ 23.22	\$ 23.34	\$ 23.57	\$ 23.69	\$ 23.93
EDUCATION ASSISTANT - ELEMENTARY INTERPRETER - DEAF AND HARD OF HEARING	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
EDUCATION ASSISTANT - ESL	09	\$ 22.08	\$ 22.30	\$ 22.41	\$ 22.63	\$ 22.74	\$ 22.97	\$ 23.08	\$ 23.31
EDUCATION ASSISTANT - ISP Dept (SBO)	15	\$ 25.77	\$ 26.03	\$ 26.16	\$ 26.42	\$ 26.55	\$ 26.82	\$ 26.95	\$ 27.22
EDUCATION ASSISTANT - ISP - SCHOOLS	11	\$ 23.26	\$ 23.49	\$ 23.61	\$ 23.85	\$ 23.97	\$ 24.21	\$ 24.33	\$ 24.57
EDUCATION ASSISTANT - MULTICULTURAL	10	\$ 22.65	\$ 22.88	\$ 22.99	\$ 23.22	\$ 23.34	\$ 23.57	\$ 23.69	\$ 23.93
EDUCATION ASSISTANT - SPECIAL EDUCATION / PHYSICAL NEEDS / AUTISM	15	\$ 25.77	\$ 26.03	\$ 26.16	\$ 26.42	\$ 26.55	\$ 26.82	\$ 26.95	\$ 27.22
EDUCATION ASSISTANT -VISUALLY IMPAIRED / SPECIAL EDUCATION	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
EDUCATIONAL INTERPRETER - EDUCATION ASSISTANT FOR THE DEAF AND HARD OF HEARING (SECONDARY)	13	\$ 24.47	\$ 24.71	\$ 24.83	\$ 25.08	\$ 25.21	\$ 25.46	\$ 25.59	\$ 25.85
*** Additional Labour Market Adjustment		\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32
EDUCATIONAL INTERPRETER SUPERVISOR	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
*** Additional Labour Market Adjustment		\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39
EDUCATIONAL SOFTWARE SYSTEM CO-ORDINATOR	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
ELEMENTARY SCHOOL ADMINISTRATIVE ASSISTANT	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
ELEMENTARY SCHOOL OFFICE ASSISTANT	08	\$ 21.53	\$ 21.75	\$ 21.86	\$ 22.08	\$ 22.19	\$ 22.41	\$ 22.52	\$ 22.75
FAMILY SUPPORT WORKER (Red Circled)	16A	\$ 27.41	\$ 27.41	\$ 27.41	\$ 27.41	\$ 27.41	Revert to Regular Grid		
FAMILY SUPPORT WORKER	16	\$ 26.43	\$ 26.69	\$ 26.82	\$ 27.09	\$ 27.23	\$ 27.50	\$ 27.64	\$ 27.92
FINANCIAL ACCOUNTING ASSISTANT	13	\$ 24.47	\$ 24.71	\$ 24.83	\$ 25.08	\$ 25.21	\$ 25.46	\$ 25.59	\$ 25.85
LIBRARY / INFO TECHNICIAN	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
LIBRARY ASSISTANT	09	\$ 22.08	\$ 22.30	\$ 22.41	\$ 22.63	\$ 22.74	\$ 22.97	\$ 23.08	\$ 23.31
LIBRARY TECHNICIAN - SCHOOLS	11	\$ 23.26	\$ 23.49	\$ 23.61	\$ 23.85	\$ 23.97	\$ 24.21	\$ 24.33	\$ 24.57

CLASSIFICATION	Banding	1-May-14	1-Jul-15	1-Jul-16	1-May-17	1-Jul-17	1-May-18	1-Jul-18	1-May-19
Negotiated Increase % ** In Addition to Negotiated Increases (see below)			1.0%	0.5%	1.0%	0.5%	1.0%	0.5%	1.0%
MAIL SERVICES ASSISTANT	05	\$ 20.78	\$ 20.99	\$ 21.09	\$ 21.30	\$ 21.41	\$ 21.62	\$ 21.73	\$ 21.95
NOON SUPERVISOR	06	\$ 20.92	\$ 21.13	\$ 21.24	\$ 21.45	\$ 21.56	\$ 21.78	\$ 21.89	\$ 22.11
OFFICE ASSISTANT - ABORIGINAL	11	\$ 23.26	\$ 23.49	\$ 23.61	\$ 23.85	\$ 23.97	\$ 24.21	\$ 24.33	\$ 24.57
OFFICE ASSISTANT - AUDIO VISUAL	10	\$ 22.65	\$ 22.88	\$ 22.99	\$ 23.22	\$ 23.34	\$ 23.57	\$ 23.69	\$ 23.93
OFFICE ASSISTANT - CLERICAL RESOURCES	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
OFFICE ASSISTANT - COUNSELLING	09	\$ 22.08	\$ 22.30	\$ 22.41	\$ 22.63	\$ 22.74	\$ 22.97	\$ 23.08	\$ 23.31
OFFICE ASSISTANT - HUMAN RESOURCES	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
OFFICE ASSISTANT - MAINTENANCE	10	\$ 22.65	\$ 22.88	\$ 22.99	\$ 23.22	\$ 23.34	\$ 23.57	\$ 23.69	\$ 23.93
OFFICE ASSISTANT - MIDDLE SCHOOL	11	\$ 23.26	\$ 23.49	\$ 23.61	\$ 23.85	\$ 23.97	\$ 24.21	\$ 24.33	\$ 24.57
OFFICE ASSISTANT - VISUALLY IMPAIRED	11	\$ 23.26	\$ 23.49	\$ 23.61	\$ 23.85	\$ 23.97	\$ 24.21	\$ 24.33	\$ 24.57
OFFICE SERVICES SUPERVISOR	15	\$ 25.77	\$ 26.03	\$ 26.16	\$ 26.42	\$ 26.55	\$ 26.82	\$ 26.95	\$ 27.22
PAYROLL SUPERVISOR	19	\$ 28.57	\$ 28.86	\$ 29.00	\$ 29.29	\$ 29.44	\$ 29.73	\$ 29.88	\$ 30.18
PAYROLL TECHNICIAN	15	\$ 25.77	\$ 26.03	\$ 26.16	\$ 26.42	\$ 26.55	\$ 26.82	\$ 26.95	\$ 27.22
PRINT SERVICES TECHNICIAN	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
PROFESSIONAL SERVICES ASSISTANT	11	\$ 23.26	\$ 23.49	\$ 23.61	\$ 23.85	\$ 23.97	\$ 24.21	\$ 24.33	\$ 24.57
PROFESSIONAL SERVICES COORDINATOR	15	\$ 25.77	\$ 26.03	\$ 26.16	\$ 26.42	\$ 26.55	\$ 26.82	\$ 26.95	\$ 27.22
PROFESSIONAL SERVICES SUPERVISOR	16	\$ 26.43	\$ 26.69	\$ 26.82	\$ 27.09	\$ 27.23	\$ 27.50	\$ 27.64	\$ 27.92
PROGRAM ADMINISTRATIVE ASSISTANT	09	\$ 22.08	\$ 22.30	\$ 22.41	\$ 22.63	\$ 22.74	\$ 22.97	\$ 23.08	\$ 23.31
PROGRAM ASSISTANT - ASIAN LANGUAGE	10	\$ 22.65	\$ 22.88	\$ 22.99	\$ 23.22	\$ 23.34	\$ 23.57	\$ 23.69	\$ 23.93
PURCHASING ASSISTANT	13	\$ 24.47	\$ 24.71	\$ 24.83	\$ 25.08	\$ 25.21	\$ 25.46	\$ 25.59	\$ 25.85
PURCHASING SUPERVISOR	16	\$ 26.43	\$ 26.69	\$ 26.82	\$ 27.09	\$ 27.23	\$ 27.50	\$ 27.64	\$ 27.92
RECEPTIONIST	10	\$ 22.65	\$ 22.88	\$ 22.99	\$ 23.22	\$ 23.34	\$ 23.57	\$ 23.69	\$ 23.93
REGISTRATION / ACCOUNTING CLERK - ISP	10	\$ 22.65	\$ 22.88	\$ 22.99	\$ 23.22	\$ 23.34	\$ 23.57	\$ 23.69	\$ 23.93
SCIENCE TECHNICIAN	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
SECONDARY SCHOOL ADMINISTRATIVE ASSISTANT	17	\$ 27.11	\$ 27.38	\$ 27.52	\$ 27.80	\$ 27.94	\$ 28.22	\$ 28.36	\$ 28.64
SECONDARY SCHOOL OFFICE ASSISTANT	11	\$ 23.26	\$ 23.49	\$ 23.61	\$ 23.85	\$ 23.97	\$ 24.21	\$ 24.33	\$ 24.57
SETTLEMENT WORKER	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
SPECIAL EDUCATION ASSISTANT	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
SPECIAL EDUCATION ASSISTANT - AUTISM	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
SPECIAL EDUCATION ASSISTANT / AUTISM / COMPUTER	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
SPECIAL EDUCATION ASSISTANT / AUTISM / MODERN LANGUAGES	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
SPECIAL EDUCATION ASSISTANT - AUTISM / VISUALLY IMPAIRED	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
SPECIAL EDUCATION ASSISTANT - COMPUTER	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
SPECIAL EDUCATION ASSISTANT / ESL	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
SPECIAL EDUCATION ASSISTANT / PATHFINDER / AUTISM	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
SPECIAL EDUCATION ASSISTANT / PHYSICAL NEEDS	15	\$ 25.77	\$ 26.03	\$ 26.16	\$ 26.42	\$ 26.55	\$ 26.82	\$ 26.95	\$ 27.22
SPECIAL EDUCATION ASSISTANT / WORK EXPERIENCE / AUTISM	14	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74	\$ 25.87	\$ 26.13	\$ 26.26	\$ 26.52
STRONGSTART FACILITATOR (Red Circled)	12A	\$ 24.28	\$ 24.28	\$ 24.28	Revert to regular grid				
STRONGSTART FACILITATOR	12	\$ 23.85	\$ 24.09	\$ 24.21	\$ 24.45	\$ 24.57	\$ 24.82	\$ 24.94	\$ 25.19
YOUTH CARE WORKER	15	\$ 25.77	\$ 26.03	\$ 26.16	\$ 26.42	\$ 26.55	\$ 26.82	\$ 26.95	\$ 27.22
<b>** In Addition to Negotiated Increases</b>									
Any Economic Stability Divident (ESD) calculation made in accordance with Appendix A of the Provincial Framework Agreement will be applied as a percentage increase on the current collective agreement wage rates. All future wage increases will be based on the newly revised wage rate with ESD.									
Economic Stability Divident (ESD) - if payable will be effective		May 1, 2016							
		May 1, 2017							
		May 1, 2018							
		May 1, 2019							

Letters  
Of  
Understanding

**MEMORANDUM OF SETTLEMENT  
“Memorandum”**

**Between**

**BOARD OF EDUCATION for SCHOOL DISTRICT #35  
(Langley)  
“Employer”**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1260  
“Union”**

---

The parties to this Memorandum of Settlement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

**Continuing Provisions of the Current Collective Agreement**

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2014 will be incorporated in their entirety into the revised collective agreement between the parties.

**Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Memorandum.

**Changes to the Revised Collective Agreement**

The July 1, 2012 – June 30, 2014 Collective Agreement will continue in force and effect until June 30, 2014 except as modified by the following:

Appendix "A" – Local Memorandum of Agreement between the Board of Education for School District #35 (Langley) the Canadian Union of Public Employees Local 1260 dated October 3, 2014 which sets out all other agreed changes to the Collective Agreement.

Appendix "B" – Provincial Framework Agreement between BC Public School Employers' Association & CUPE BC K-12 Presidents' Council & Support Staff Unions dated June 7, 2014.

These changes shall be included in the 2014 – 2019 Collective Agreement.


**Ratification**

This memorandum is subject to ratification by the Board of Education for School District #35 (Langley), the BC Public School Employers' Association and the membership of CUPE Local 1260.

AGREED October 3, 2014


Board of Education for School  
District #35

CUPE Local 1260

  
\_\_\_\_\_  
Parent

  
\_\_\_\_\_  
Donna Mason

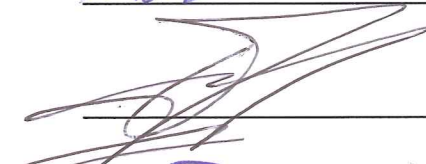
  
\_\_\_\_\_  
Linda Ladouceur

  
\_\_\_\_\_  
R. H.

  
\_\_\_\_\_  
Zoy Smith

  
\_\_\_\_\_  
A. D. B.

  
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J. D. F.

  
\_\_\_\_\_  
M. B.

**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.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than November 30, 2014.

**1. Term**

July 1, 2014 to June 30, 2019.

**2. Wage Increases**

Wages will increase by 5.5%. Increases will be effective on the following dates:

- July 1, 2015 1.0%
- May 1, 2016 Economic Stability Dividend
- July 1, 2016 0.5%
- May 1, 2017 1.0% plus Economic Stability Dividend
- July 1, 2017 0.5%
- May 1, 2018 1.0% plus Economic Stability Dividend
- July 1, 2018 0.5%
- May 1, 2019 1.0% plus Economic Stability Dividend

The terms of the Economic Stability Dividend are described in Appendix A.

**3. Employee Support Grant**

BCPSEA, the Unions and the Government 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 the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.

#### **4. Benefits Standardization**

The Parties agree to pursue a voluntary standardized extended health plan to be implemented during the term of the collective agreement in accordance with the terms laid out in Appendix C.

#### **5. The Support Staff Education and Adjustment Committee (SSEAC)**

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

There will be a total of \$100,000 of annual funding allocated for the purposes set out above commencing July 1, 2015. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

#### **6. Education Assistants Committee**

- a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.
- d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.

- f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

## **7. Learning Improvement Fund – Support Staff**

The funds stipulated in Item 1 of the LOA – Learning Improvement Fund: Support Staff Priorities (Appendix D) are the greater of \$10 million or 20% of the LIF commencing on July 1, 2015. These funds will be allocated to School Districts in accordance with the following principles as per established SSEAC procedures:

- a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.
- b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.
- c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.
- d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.
- e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
- f) SSEAC will receive the jointly agreed plans from school districts and locals.
- g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.
- h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.
- i) If permitted by legislation and regulation, a one-time allocation of \$2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.



## **8. PEBT**

### a) Date adjustment for the annual funding of the PEBT LTD plan:

Change the date of the annual funding payment of \$19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with \$19,428,240 each April 1.

The annual contribution period will continue to be based on the calendar year.

Recognizing the impact on interest earnings as a result of the three (3) month delay in 2015, the PEBT will be provided with a one-time interest payment by the Ministry of Education of \$300,000 on January 2, 2015.

### b) Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the viability of administering all support staff EFAP plans.

## **9. Shared Services**

The Parties will write a joint letter to the Ministry seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertakings that may have an impact on support staff positions.

## **10. 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.

## **11. Standardized Job Evaluation Study**

The Parties will establish a provincial joint job evaluation steering committee (the JE committee) within thirty (30) days following the signing of this framework agreement. The committee is responsible to create a provincial job evaluation plan which may include a regional or local approach. The JE tool will be based upon the CUPE gender neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

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

Upon successful completion of the plan the Parties will identify one local in each of the seven established CUPE regions to pilot the plan prior to full implementation.

## **12. Job Evaluation Fund**

To fund the development work of the JE committee during 2014 the Parties agree to a one-time allocation of \$50,000 from SSEAC.

To facilitate the implementation of the provincial job evaluation plan a fund will be established within SSEAC with an initial one-time allocation of \$250,000 on July 1, 2015 and annually each year thereafter during the term of the framework agreement, for a total of \$1,000,000 in one-time funding.

In addition to the one-time allocations, ongoing annual funds of \$900,000 will be added to the job evaluation fund for implementation purposes at January 2, 2019. Any residual ongoing funds that are available after the implementation of the standardized benefit plan will be added to the job evaluation fund.

## **13. Provincial Bargaining**

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding of \$200,000 to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. This funding will be allocated as of July 1, 2016.

## **14. Unpaid Work**

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

## **15. Workload Concerns**

The Parties agree that employees should be provided with a reasonable workload. Employees with workload concerns are encouraged to bring these concerns to their supervisor or union in order that the concerns can be addressed.

## **16. Modified Calendar**

The parties recognize calendar changes are an area of concern for local support staff unions. For future calendar amendments during the term of the collective agreement the Parties agree to review and compile best practices on existing modified calendars.

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.

Dated this 7<sup>th</sup> day of June, 2014.

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

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

Maurel Marshall

JM

[Signature]

John Lee

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Jill Lense

[Signature]

Tim Deeks

[Signature]

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

Ronaldel Negro

[Signature]

[Signature]

[Signature]

[Signature]

Alan Cull

[Signature]

Heanne Bowes

[Signature]

Joe Strain

[Signature]

[Signature]

LETTER OF AGREEMENT

BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
K-12 PRESIDENTS COUNCIL

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

**The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

#### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

#### **Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

**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 Negro  
BCPSEA

Marcel 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 Negro  
BCPSEA

Marcel Marsolais  
K-12 Presidents' Council

[Signature]  
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 PEBT 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.

**APPENDIX D**

**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:

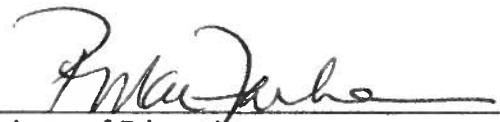
1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.

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

**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

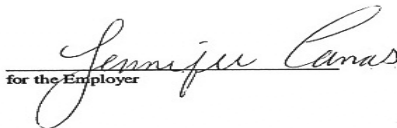
2001 11 07  
Date

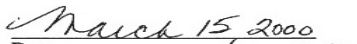
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**SCHOOL DISTRICT NO. 35 (LANGLEY)**  
**AND**  
**CUPE LOCAL 1260**

**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 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.

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

  
for the Union 9:35AM  
Nov. 28/2000

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SCHOOL DISTRICT NO. 35 (LANGLEY)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1260**

**RE: STAFFING PROCESS**

In order to improve and clarify the staffing process, the parties agree as follows:

- a) To continue to use the attached refined process (Schedule 1) for filling a regular position vacancy on a trial basis.
- b) To use the attached refined process (Schedule 2) for regular employees served layoff notice on a trial basis.
- c) The refined process to be utilized for the period **July 1, 2011 to June 30, 2012** and may be reviewed prior to the end of the term.

Dates this 13th day of May, 2011

SIGNED FOR THE UNION

Donna Mason  
[Signature]

SIGNED FOR THE EMPLOYER

G. A. Rowson  
\_\_\_\_\_

**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.

NOTIFICATION OF INTENT



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.

NOTIFICATION OF INTENT

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.

EXCEPTIONS

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.

  
For Local 1260  
Sept. 16 1996  
Date  
  
For Local 1851  
16 Sept - 96  
Date

  
For the Employer  
Sept 16  
Date

**DEFERRED COMPENSATION, SELF-FUNDED LEAVE**

**THIS AGREEMENT made the 6<sup>th</sup> day of January, 1998**

**BETWEEN: The Board of School Trustees of School District #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**

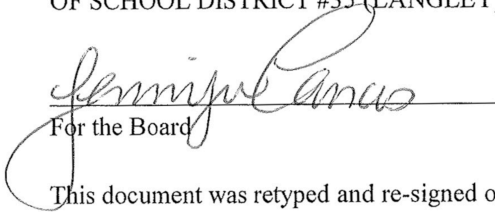
WHEREAS the Board and the Union wish to establish a Plan whereby members of the Union employed by the Board have the opportunity of taking a one-year leave of absence on a deferred compensation basis.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises 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.

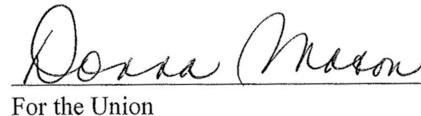
IN WITNESS WHEREOF this Agreement has become executed by the parties hereto as of the day and year first above written.

*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

This document was retyped and re-signed on 2011 05 25 for clarity of the original document signed 1998  
01 06

**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)

Jennifer 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.

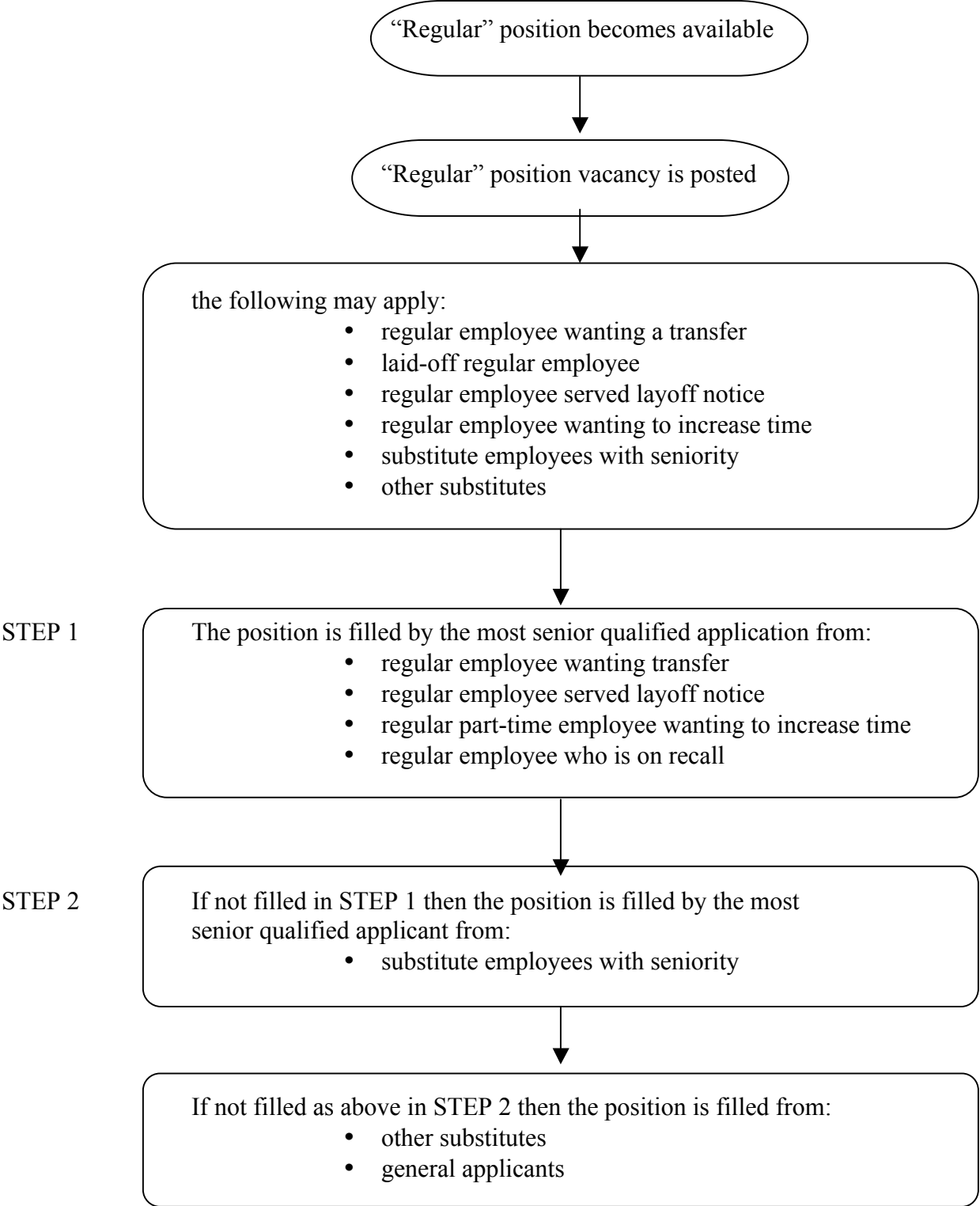
### **Article 13, Section 3 (f) and (g) Rest Period and Meal Breaks**

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.

# Information

# Section

**REFINED PROCESS FOR  
FILLING A REGULAR VACANCY**



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

“Regular employees served layoff notice”

Note: See note below for surplus identification at school or site

“Regular” employees working a minimum of 15 hours per week has hours reduced by 20% or 5 hours, whichever is less, or an individual employee’s reduction of hours at one location over the previous five years is reduced by 20% or five hours, whichever is less.

District identifies positions and serves layoff notice to employees in most junior positions to facilitate placement of more senior employees.

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)

Prior to posting make position available to “regular” employees from that location/department.

- the person accepting this position does not become a “substitute” employee
- the vacancy created by a “regular” employee from that location/department filling the initial vacancy is posted and the person filling that vacancy is a “substitute” employee. Please also reference temporary vacancy of 10 months or longer.

If not filled by a “regular” employee from that location/department then the time duration vacancy is posted and filled in the following order from the applications received

- the posting will show start and end date
- if the vacancy is created because of medical reasons the posting may indicate an end date and “or earlier upon the return of the initial incumbent”
- if the person who vacated the position extended his/her leave of absence or returns part-time, the successful applicant will also have his/her appointment extended
- if the position becomes a “regular” position it will be posted effective on the end date of the time duration position

**Step 1**  
 “Regular” employees who have been served layoff notice or who have been laid off, (on recall) and for some regular employees who wish to transfer temporarily to a temporary posted position of 10 months or longer

- the continuing person who had applied for a position of 10 months or more (see note below)
- the person selected for the position is the most senior qualified applicant from all groups
- a person accepting this position will not lose their right to bump (delayed right to displace)

**Step 2**  
 If not filled as above in Step 1 then the position is filled from “regular” employees from other worksites. Step 2 would apply to regular employees who applied for a term of less than 10 months and did not have lay off status

- the person selected for the position is the most senior qualified applicant
- the person accepting this position becomes a “substitute” employee (if term position is less than 10 months)
- following the completion of the appointment the successful applicant may use his/her substitute seniority for bidding purposes as per the collective agreement
- a person accepting this position will not lose their right to bump (delayed right to displace)

**Step 3**  
 If not filled as above in Step 2 then the position is filled with substitutes with seniority

- the person selected for the position is the most senior qualified applicant
- the person accepting the position remains a “substitute” employee
- following the completion of the appointment the successful applicant may use his/her substitute seniority for the bidding purposes as per the collective agreement (Article 10(b))

If not filled as above in Step 3 then the position is filled from substitutes with no seniority and general applicants

- the person accepting this position is a “substitute” employee
- following the completion of the appointment the successful applicant may use his/her substitute seniority for the bidding purposes as per the collective agreement (Article 10(b))

**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)”**

## **Excerpt from: Employment Standards Act (B.C.)**

### **Part 6 - Leaves and Jury Duty**

#### **51. Pregnancy leave**

1. A pregnant employee who requests leave under this section is entitled to up to 17 weeks of unpaid leave
  - a) beginning
    - i) no earlier than 11 weeks before the expected birth date, and
    - ii) no later than the actual birth date, and
  - b) ending
    - i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
    - ii) no later than 17 weeks after the actual birth date.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
4. A request for leave must
  - a) be given in writing to the employer,
  - b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
  - c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
5. A request for a shorter period under subsection (1) (b)(i) must
  - a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
  - a) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work

#### **51. Parental leave**

1. An employee who requests parental leave under this section is entitled to
  - a) For a birth mother who take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,

- b) for a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after the event,
  - c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
  - d) for an adopting parent, up to 37 consecutive weeks beginning after the child is placed with the parent.
2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
3. A request for leave must
- a) be given in writing to the employer,
  - b) if the request is for leave under subsection (1)(a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
  - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
4. An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50(3) or subsection (2) of this section.

*[Excerpt from: Employment Standards Act (B.C.), Part 6 - Leaves and Jury Duty, Section 50 and 51, 2000, c. 26, s.8 and s. 9]*

**BILL 31 — 2007  
HUMAN RIGHTS CODE  
(MANDATORY RETIREMENT ELIMINATION)  
AMENDMENT ACT, 2007**

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

**1 Section 1 of the Human Rights Code, R.S.B.C. 1996, c. 210, is amended by repealing the definition of "age" and substituting the following:**

**"age"** means an age of 19 years or more;

**2 Section 7 (2) is repealed and the following substituted:**

(2) Subsection (1) does not apply to a private communication, a communication intended to be private or a communication related to an activity otherwise permitted by this Code.

**3 Section 8 is amended**

**(a) in subsection (1) by striking out "sex or sexual orientation" and substituting "sex, sexual orientation or age", and**

**(b) in subsection (2) (b) by adding "or age" after "physical or mental disability".**

**4 Section 13 (3) (b) is repealed and the following substituted:**

(b) as it relates to marital status, physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide group or employee insurance plan, whether or not the plan is the subject of a contract of insurance between an insurer and an employer.

**5 Section 41 is amended by renumbering the section as section 41 (1) and by adding the following subsection:**

(2) Nothing in this Code prohibits a distinction on the basis of age if that distinction is permitted or required by any Act or regulation.

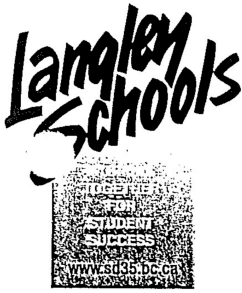
**Consequential Amendment  
Public Service Act**

**6 Section 23 of the Public Service Act, R.S.B.C. 1996, c. 385, is repealed.**

**Commencement**

**7 This Act comes into force on January 1, 2008.**





February 27, 2012

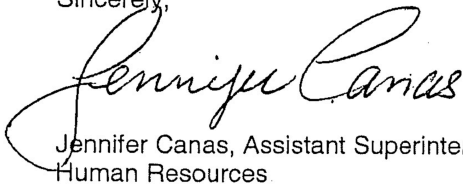
Donna Mason, President  
CUPE Local 1260  
School District No. 35

Dear Donna,

**RE: Framework Letter of Understanding between BCPSEA,  
School District No. 35 and CUPE Local 1260**

This letter is to confirm the parties agreement as a resolution in part to the renewal of the 2006 - 2010 collective agreement between CUPE Local 1260 and the Langley School District. The District agrees, in good faith, to provide a letter to the British Columbia Public School Employers Association (BCPSEA) to request that the Langley School District be included in the Metro area for purposes of regionalization of School Districts.

Sincerely,



Jennifer Canas, Assistant Superintendent  
Human Resources

- c. Suzanne Hoffman, Acting Superintendent  
David Green, Secretary-Treasurer  
Sherry Squires, Senior Manager, Human Resources



www.sd35.bc.ca

February 28, 2012

Donna Mason,  
President, CUPE Local 1260

Kelly Dussin,  
Chief Shop Steward  
CUPE Local 1260

Dear Donna and Kelly:

**Re: EI Rebate and Extended Health Benefits Purchase**

This letter is to confirm the District's commitment to consider applying the EI Rebate to purchase Extended Health Benefits. In determining whether such a purchase is viable it will be necessary for the District and the union to examine and address the issues identified by Gavin Scott in his e-mail to the parties dated February 23, 2012. Furthermore, if the District and Local 1260 proceed with the purchase of Extended Health Benefits and subsequently the EI Rebate is eliminated or reduced, the parties will meet to discuss options for addressing the shortfall. The District will use its best efforts to conclude this matter prior to the end of the school year.

Sincerely,

  
Jennifer Canas  
Assistant Superintendent, Human Resources

David Green, Secretary Treasurer  
Susan Dahlseide, Payroll and Benefits Manager  
Sherry Squires, Sr. Manager, Human Resources

# Historical Section

**MEMORANDUM OF SETTLEMENT  
“Memorandum”**

**Between**

**BOARD OF EDUCATION for SCHOOL DISTRICT #35  
(Langley)  
“Employer”**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1260  
“Union”**

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The parties to this Memorandum of Settlement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

**Continuing Provisions of the Current Collective Agreement**

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2012 will be incorporated in their entirety into the revised collective agreement between the parties.

**Matters Pursued During Collective Bargaining By the Employer or Union**

All matters pursued during collective bargaining by the Employer or the Union and not expressly included in this Memorandum are considered to be introduced and withdrawn on a “without prejudice” basis.

**Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Memorandum.

**Changes to the Revised Collective Agreement**

The July 1, 2010 – June 30, 2012 Collective Agreement will continue in force and effect until June 30, 2012 except as modified by the following:

Appendix “A” – Provincial Framework Agreement between BC Public School Employers’ Association & CUPE BC K-12 Presidents’ Council & Support Staff Unions dated September 18, 2013.

Appendix “B” – Local Memorandum of Agreement between the Board of Education for School District #35 (Langley) and the Canadian Union of Public Employees Local 1260 dated December 2, 2013 which sets out all other agreed changes to the Collective Agreement.

These changes shall be included in the 2012 – 2014 Collective Agreement.


**Ratification**

This memorandum is subject to ratification by the Board of Education for School District #35 (Langley), the BC Public School Employers’ Association and the membership of CUPE Local 1260.

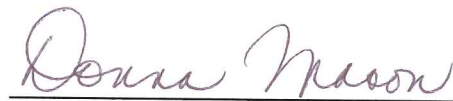
AGREED December 2, 2013

Board of Education for School  
District #35

CUPE Local 1260



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## **Appendix "A"**

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

**between**

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

**and**

**The CUPE BC 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 and Boards of Education.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than Dec. 20, 2013.

#### **1. Term**

July 1, 2012 to June 30, 2014.

#### **2. Wage Increases**

Wages will increase by 3.5%. Increases will be effective on the following dates:

- July 1, 2013 – 1.0%
- February 1, 2014 – 2.0%
- May 1, 2014 – 0.5%

#### **3. The Support Staff Education and Adjustment Committee (SSEAC)**

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery

- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

#### **4. Recognition & Respect for Education Assistants**

- a) The Parties agree to establish a Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee will convene its initial meeting within six weeks of the ratification of support staff collective agreements.
- d) The Parties agree the Committee will be resourced with a fixed budget drawn from SSEAC funds to accomplish its work.
- e) The Parties agree that the Committee will complete its work in time to report back to the Parties for the next round of support staff bargaining.

Items previously agreed to (see attached):

Agreed Understanding of the term Education Assistant

Letter to the Ministry of Education requesting term Education Assistant be made applicable to legislation and regulations.

#### **5. Illness and Injury Leave, Costs and Replacement Policies**

Eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

The provincial and local parties agree to investigate the use and cost of sick leave and Board staff replacement policies with a view to recommending best practices to the parties and the PEBT.

#### **6. Drug Plan**



- (a) The prescription drug provisions of the PEBT extended health plans will be amended, subject to paragraph (b), to provide coverage in accordance with the BlueRX Formulary and implementation of the BlueNet pay direct card.
- (b) Bargaining units with existing drug card coverage and/or those using the Pharmacare formulary are not covered by (a). The provincial parties urge the local parties to seek ways, through local negotiations, to move towards this new provincial standard.

**7. Letter of Understanding**

The parties agree to amend and renew the December 14, 2011 Letter of Understanding, including:

**a. Dedicated Funding**

Dedicated funding in the amount \$100,000 to facilitate the next round of provincial bargaining.

**b. PEBT**

The Parties agree to include the Settlors Statement on Accepted Policy and Practices of the PEBT as contained in the 2011 Letter of Understanding as an attachment to their local collective agreements.

**c. Demographic, Classification and Wage Information**

The undertakings with respect to providing information contained in the 2011 Letter of Understanding are renewed.

**8. Enabling Shared Services**

The Parties and representatives of the Ministry of Education will examine and discuss any impediments arising from, and the options to facilitate, the introduction of shared services.

Signed this 18<sup>th</sup> day of September, 2013.

**For BCPSEA**

**For the Unions**

*[Original signed by Bargaining Committee]*

*[Original signed by Bargaining Committee]*

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

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



**Support Staff Provincial Discussion Agreed Upon Language**

**Add the following letter of understanding to each collective agreement where the parties are signatory to this agreement:**

**LETTER OF UNDERSTANDING No. \_\_\_\_**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. \_\_\_\_  
("The Board")**

**AND**

***[INSERT NAME AND LOCAL OF THE UNION]*  
("The Union")**

**Re: Agreed Understanding of the Term Education Assistant**

For the purposes of this collective agreement, where applicable, the term Education Assistant (EA) has the same meaning as \_\_\_\_\_ (*Position Titles agreed to by the parties to be filled in by the employer and union local*) as found in the 2010-2012 Collective Agreement and is not intended to alter or amend any terms or conditions of employment.

The parties will meet to review existing position titles and develop a schedule of position(s) that require the incorporation of the position title Education Assistant (EA).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
For The Board

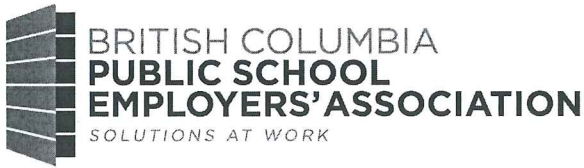
\_\_\_\_\_  
For The Union

Signed this 18<sup>th</sup> day of September, 2013.

*[Original signed by Peter Cameron]*  
Peter Cameron  
BCPSEA

*[Original signed by Bill Pegler]*  
Bill Pegler  
CUPE





September 18, 2013

Claire Avison  
Assistant Deputy Minister, Governance, Legislation and Regulation  
Ministry of Education

Dear Ms.Avison:

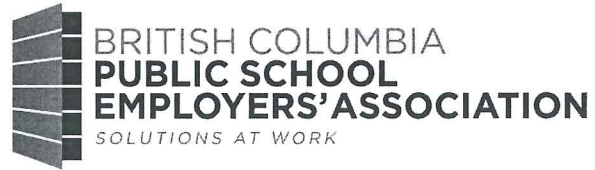
As part of the framework discussions between the K-12 Support Staff Unions and BCPSEA, the parties have agreed that it is desirable to facilitate a transition from the term "Teacher's Assistant" to "Education Assistant".

The parties agree that "Education Assistant" more accurately describes the nature of the work in the current context and into the future. We respectfully request that consideration be given to the possibility that a similar change could be made to applicable legislation and regulations.

Yours truly,

*[Original signed by Peter Cameron]*  
Peter Cameron  
BCPSEA

*[Original signed by Bill Pegler]*  
Bill Pegler  
CUPE



Bill Pegler  
K-12 Coordinator  
Canadian Union of Public Employees (CUPE)

### Letter of Commitment

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.

Original signed on December 14, 2011 by:

*[Original signed by Jacquie Griffiths]*

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Jacquie Griffiths

Associate Executive Director

BCPSEA

Attachment 2

**Memorandum: To All Member School Districts and Support Staff Unions**

Settlors Statement on Accepted Policy and Practices of the PEBT

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K -12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at [www.PEBT.ca](http://www.PEBT.ca)). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.

**Appendix "B"**

**Local Memorandum of Agreement  
between  
the Board of Education for School District #35 (Langley)  
and  
the Canadian Union of Public Employees Local 1260**

**The parties hereby agree to the following amendments to the 2010-2012 Collective Agreement:**

Each signed off item is attached for reference.


<u>Article</u>	<u>Item</u>
2. a.	Definitions
5. c.	Orientation for New Employees
7. c.	Labour/Management Liaison Meetings
8	Grievance Procedure and Arbitration
8	Grievance Procedure and Arbitration
9. a. i.	Disciplinary Action
11. a. i.	Job Postings
13. 2. c.	Support Staff – Noon Supervisors and Crosswalk Supervisors
13. 3. g.	Unpaid Meal Breaks
14. a.	Statutory Holidays
16. c.	Sick Leave Advance
16. d.	Sick Leave Deductions
16. f.	Approved Medical Leave or Long Term Disability
17. a. i.	Discretionary Leave
17. b.	Leave for Negotiations
17. c.	Leave for Union Duties and/or Public Duties
17. d.	Bereavement Leave
17. i.	Supplementary Family Illness Leave
18. d.	Mileage
20	Employee Benefits
20. e.	Joint Early Intervention Services/Long Term Disability
21. l. i.	Infectious Environment
LOU's	Gender Neutral Job Evaluation Plan (Renew) Staffing Process (Renew) Deferred Compensation, Self-Funded Leave (Renew)



Work Experience Placement Partnership Agreement (Renew)  
Strong Start Employees (Renew)  
Catheterization Procedure (Renew)  
Four Hour Minimum (Renew)

Dated the 2nd of December, 2013


  
-----  
School District #35 (Langley)

  
-----  
CUPE Local 1260

## Provincial Framework Agreement

CUPE, Local 1260 and the Board of Education, School District No. 35 agree to recommend the Support Staff Provincial Framework Agreement 2013 for inclusion in the collective agreement between the parties.

  
\_\_\_\_\_  
For the Union, CUPE Local 1260

  
\_\_\_\_\_  
For the Board of Education  
School District No. 35

October 3, 2013

**Appendix “A”**

**Letter of Understanding (LOU)**

**Between**

**BC Public School Employers’ Association**

**And**

**School Boards who are Signatories to this LOU**

**And**

**Support Staff Unions who are Signatories to this LOU**

The following items will form the basis of a framework for settlement between Support Staff Unions and Boards of Education in the K-12 Public Education Sector. This framework in its entirety will be incorporated into memorandum of agreement achieved between Support Staff Unions and Boards of Education no later than February 29, 2012.

**Term**

July 1, 2010 to June 30, 2012

**Wage Re-opener**

This memorandum of agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current round of collective bargaining.

The employer agrees that in the event that Government decides to modify the PSEC Mandate, as it applies to the entire Public Service and Public Sector, during the term of the collective agreement, the school district and the local support staff union will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

**The Support Staff Education and Adjustment Committee**

1. The parties agree to continue and expand the scope of the Support Staff Education and Adjustment Committee (SSEAC) to include the following.





- a) an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services.
- b) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- c) a study of the potential for regionalization of wages and benefits
- d) an investigation of benefit standardization for the purpose of additional efficiencies during the life of the collective agreement
- e) recommendations to address issues associated with hours of work and service delivery
- f) a review of practices in districts having modified school calendars and the resulting impact on support staff
- g) skills enhancement for support staff

There will be a total of \$550,000 allocated for the purposes set out above. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

2. The funds stipulated in Item 1 of the LOA – Class Organization Fund will be allocated in accordance with the following principles:

- a) The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
- b) This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than 10 hours per week and less than 35 hours per week.
- c) Support staff local unions and Boards of Education will formulate a plan for the above funds.
- d) SSEAC will review such plans and provide input to the Ministry of Education.

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

The employer will, subject to the availability of the data, provide the following information.

Every October 1<sup>st</sup>, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

- School District employer

- Years of age (at the time of data submission)
- Gender
- Position code
- Current wage level
- Status (Permanent/Temporary/Casual)
- Annual hours of work
- Years of work experience with the current employer

BCPSEA will provide a Letter of Commitment regarding data as found in Attachment 1.

## **PEBT**

The employer agrees to append the letter found in Attachment 2 to support staff collective agreements re: Public Education Benefits Trust for information purposes.

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.

## **Provincial Bargaining**

At least six (6) months prior to the expiry of collective agreements between K-12 employers and support staff unions, representatives of employers and support staff unions shall meet to discuss the process of provincial bargaining for the next round of collective bargaining.

There will be a total of \$200,000 allocated for the costs associated with provincial discussions related to bargaining.

A handwritten signature in black ink, appearing to be "J. R. M.", located in the bottom right corner of the page.

Dated this 14<sup>th</sup> day of December, 2011

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

**CUPE & Support Staff Unions**

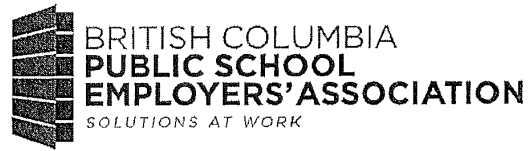
Colin D. Pearson  
Tina Bellio  
Donna Brouse  
Linda Jap  
Daphne Ross  
W.A. [unclear]  
Robert MacLeod  
[unclear]

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

Renzo del Negro  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
A. Bruce [unclear]  
[unclear]  
[unclear]  
[unclear]

JP LN  
R

**Attachment 1**



Bill Pegler  
K-12 Coordinator  
Canadian Union of Public Employees (CUPE)

**Letter of Commitment**

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.

Original signed on December 14, 2011 by:

“Jacquie Griffiths”  
\_\_\_\_\_

Jacquie Griffiths

Associate Executive Director

BCPSEA

## Attachment 2

### **Memorandum: To All Member School Districts and Support Staff Unions**

#### **Settlors Statement on Accepted Policy and Practices of the PEBT**

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K-12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at [www.PEBT.ca](http://www.PEBT.ca)). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.

A handwritten signature in black ink, appearing to be 'JL' followed by a stylized flourish and the number '13'.

**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: CLASS ORGANIZATION FUND: Support Staff Priorities**

**WHEREAS:**

The Ministry intends to establish and maintain 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 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 will be allocated as follows:
  - \$7.5 million for year one, for the school year commencing September 2012, and
  - \$7.5 million per year for each year thereafter.
2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.



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. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14, 2011 by:

“Hugh Finlayson”  
\_\_\_\_\_  
BCPSEA

“Terry Allen”  
\_\_\_\_\_  
Support Staff Unions

“Rick Davis”  
\_\_\_\_\_  
Ministry of Education

**Letter of Understanding (LOU)**  
**Between**  
**BC Public School Employers' Association**  
**And**  
**School Boards who are Signatories to this LOU**  
**And**  
**Support Staff Unions who are Signatories to this LOU**  
**MEMORANDUM OF AGREEMENT – JULY 1, 2006 – JUNE 30, 2010**

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

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

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

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

**Term**

July 1, 2006 to June 30, 2010

**General Wage Increase**

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

**Incentive Payment**

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

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

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1,



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

- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
  - maternity or parental
  - short-term disability
  - long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
  - leaves granted to employees in receipt of worker's compensation benefits

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

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

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

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

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

#### **Skills Enhancement and Retraining Funding**

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.

4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

**Apprenticeship Opportunities Funding**

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

**Apprentice Sponsor Funding**

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

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

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

## **Workforce Adjustment Committee Funding**

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

## **Labour Market Adjustment Fund**

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

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

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

July 1, 2007	\$1,656,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address

recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.

21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

### **Trades Adjustment**

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

July 1, 2006	\$1,656,000
July 1, 2007	\$828,000
July 1, 2008	\$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

### **Liaison on Education Policy Matters**

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

### **Education Assistants Committee**

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistant working hours and not being paid.
29. The parties agreed to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The Committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

### **Long Term Disability and Joint Early Intervention**

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this

purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

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

### **Fiscal Dividend**

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

#### **THE PARTIES AGREE AS FOLLOWS:**

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

#### **1.0 Fiscal Dividend:**

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

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund

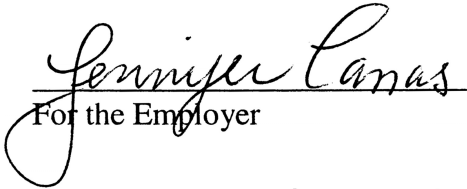
will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.

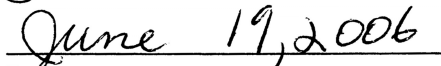
iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.

1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period of September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:

- All leaves with pay
- Maternity and parental leave
- All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

  
For the Employer

  
Date

  
For CUPE Local 1260

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**SCHOOL DISTRICT NO. 35 (LANGLEY)**

**THE “EMPLOYER”**

**AND**

**CUPE LOCAL 1260**

**THE “UNION”**

**RATIFICATION OF A NEW COLLECTIVE AGREEMENT – 2006**

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

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

Attachment #2 – Memorandum of Agreement dated 2006 06 19, which sets out all other agreed upon revisions to the collective agreement.

AGREED TO THIS 19 DAY OF JUNE, 2006.

  
For the Employer

  
For the Union

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**CUPE LOCAL 1260 AND SCHOOL DISTRICT NO.35 (LANGLEY)**

**RENEWAL OF COLLECTIVE AGREEMENT 2003 - 2006**

The Board and the Union have agreed that the following conditions conclude the renewal of the Collective Agreement. The parties agree as follows:

The following signed off items have been agreed to:

- Article 2 – Definitions
- Article 8(a)-Grievance Procedures
- Article 8(b)(viii)
- Article 8(c)(ii)
- Article 12(a)-Layoff
- Article 13-Section 3-All Other Employees (b) Overtime
- Article 13-Section 3 (c) Minimum Working Hours
- Article 15(b)-Vacation Entitlement
- Article 15(f)-Vacation Pay
- Article 24-Violence in the Workplace (c) Sexual and Racial Harassment
- Article 27-Sexual and Personal Harassment

Any other outstanding proposals by either party have been withdrawn and all remaining articles and letters of understanding are rolled over.

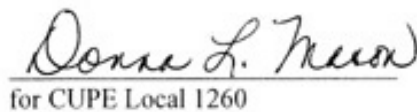
The parties continue with the implementation of the LTD plan as outlined in the Letter of Understanding, dated 2003 05 21.

Discussion of the impact of the School Calendar reduction shall occur outside of the collective agreement negotiations. Parties in good faith will endeavour to reach a resolution. If the parties are unable to reach a resolution there would be no impact on the terms and conditions of the collective agreement.

The parties agree that Article 17(g) Maternity Adoption Leave be changed to a maximum of 17 consecutive weeks maternity leave and that Article 17(h) Parental Leave be changed to a maximum of 37 consecutive weeks. Also, add “The combined entitlement to leave under Article 17(g) and (h) is limited to 52 weeks.

The term of the collective agreement is July 1, 2003 to June 30, 2006.

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

  
\_\_\_\_\_  
for CUPE Local 1260

2005 05 06  
Date



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**SCHOOL DISTRICT NO. 35 (LANGLEY)**

**THE “EMPLOYER”**

**AND**

**CUPE LOCAL 1260**

**THE “UNION”**

**MODIFICATIONS TO COLLECTIVE AGREEMENT – 2006**

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

Article 2 - Definitions

Article 13(b) - Overtime

Article 15(f) – Vacation Pay

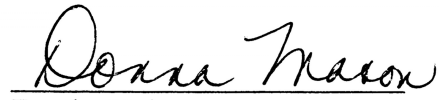
Article 16(g) – Sick Leave Payout

Article 18 (i) – Vehicle Coverage

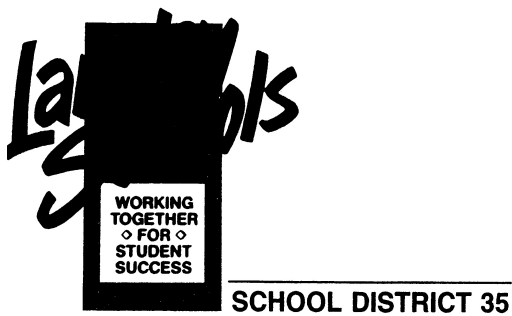
2. The details of the agreed upon modifications are set out in the attached agreements.
3. The parties have agreed to make application under the Labour Market Adjustment Committee to address any internal pay equity issues in year 2 or year 3 of this collective agreement. Should funds be unavailable from the Labour Market Adjustment Committee, the parties will discuss using funds from the general wage increase in year 2 or year 3 of this collective agreement.

AGREED TO THIS 19 DAY OF JUNE, 2006

  
For the Employer

  
For the Union





## JOINT FUNDING APPLICATIONS

2006 06 19

Ms. Donna Mason  
President, CUPE Local 1260  
c/o R.E. Mountain Secondary School

Dear Donna:

### **RE: Letter of Understanding Between Signatory School Boards And Signatory Support Staff Unions**

This letter is to confirm that School District No. 35 (Langley) will participate and support CUPE Local 1260 in any funding application that is available and/or eligible under the terms and conditions of the above named Letter of Understanding, dated June 19, 2006.

We look forward to working with you on the implementation of the terms and conditions of this letter of understanding

Sincerely,

  
Jennifer Canas  
Assistant Superintendent-Human Resources

Cc: Wendy Robson, Manager-Human Resources

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SCHOOL DISTRICT NO. 35 (LANGLEY)**


**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS 1260 AND 1851**

**LONG TERM DISABILITY PLAN**

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

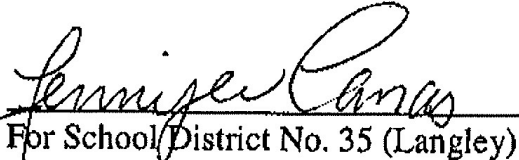
- That the provincially fully funded PEBT Core LTD Plan was revised effective September 1, 2005 to include the same level of coverage as the PEBT Core LTD Plan and the Optional Plan.
- The retroactive cost savings for the period March 1, 2003 to September 1, 2005 is calculated to be \$107,500. This amount represents the difference between the rate paid for the District LTD plan (\$121,000), just prior to the implementation of the PEBT Core Plan in 2003 and the annual premiums paid by the District between March 1, 2003 to August 31, 2005 for the Optional Plan (\$78,000).
- The \$107,500 will be paid as a one-time payment calculated on the total regular hours worked between March 1, 2003 to August 31, 2005 and will be payable to all current employees on the PEBT Plan as at March 31, 2006. ( $\$121,000 - \$78,000 = \$43,000 \neq 12 \times 30 \text{ months} = \$107,500$ ).
- That a percentage increase of .54% is payable to all current employees as at March 31, 2006 retroactive to September 1, 2005.
- This percentage increase was based on the annual premiums of the School District No. 35 LTD Plan (\$121,000) just prior to the implementation of the PEBT LTD Plan in March, 2003.



For CUPE Local 1260



For CUPE Local 1851



For School District No. 35 (Langley)

2006 05 05

Date

**LETTER OF UNDERSTANDING**

**BETWEEN**



**SCHOOL DISTRICT NO. 35 (LANGLEY)**



**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1260**

**WCB COMPLIANCE PLAN**

The District Health and Safety Committee, which includes representation from CUPE Local 1260, has a compliance plan regarding the application of the Workers' Compensation Board Occupational Health and Safety regulations. The compliance plan is set out in the attached document. Any issues regarding the application of the Workers' Compensation Board Occupational Health and Safety Regulations may be resolved through the grievance procedure.

  
\_\_\_\_\_  
FOR CUPE LOCAL 1260  
  
  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
FOR THE EMPLOYER  
  
  
\_\_\_\_\_  
DATE

**THREE YEAR COMPLIANCE PLAN  
FOR WCB OCCUPATIONAL  
HEALTH AND SAFETY REGULATIONS**

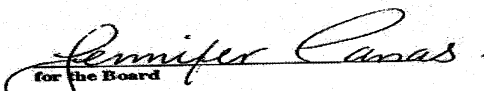
<b>Year One</b> _____	<b>Date</b>
Confined Spaces	January 00
Working Alone	January 00
Biohazardous Material	February 00
Violence in the Workplace	February 00
Inspection of Automotive Hoists	February 00
Lockout Procedures	January 00
First Aid Manual	May 00
Ground Fault Circuit Interrupters (GFCI's)	November 99
Contractor Coordination	January 00
Health and Safety Committee	February 00
• Inspections	
• Investigations	
• Meetings	
Indoor Air Quality    Baseline Audit	March 00
Investigation protocol	November 99
Preventive Maintenance	January 00
Wood Shop Dust    Baseline Audit	March 00
Exterior Lighting    Baseline Audit	March 00
<b>Year Two</b> _____	
Wood Shop Dust	October 00
Exterior Illumination	September 00
Noise Exposure	January 01
Eye Wash Stations – Showers	April 02
Emergency Preparedness	May 02
Respirator Program	January 02
Personal Protective Equipment	September 02
Fall Protection	January 02
<b>Year Three</b> _____	
Office Ergonomics	January 02
Materials Handling Ergonomics	September 02
Pesticides Application	January 02
Cold Stress	April 02
Heat Stress	May 02

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**SCHOOL DISTRICT NO. 35 (LANGLEY)**  
**AND**  
**CUPE LOCAL 1260**

**IIC #2**

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

- the Board shall attach the Paul Ramsey letter dated 2000 06 06 to the Collective Agreement.
- the Board pays a 1% wage increase retroactive to 1999 01 01.
- the Board agrees to convert approximately 1% of the 2% wage increase effective January 1, 2001 for the purposes of achieving 100% employer paid benefits for medical, extended health and group life.
- for the period January 1, 2002 to June 30, 2003, a wage increase equivalent to wage increases negotiated in the broad public sector, such as between the Public Service Employee Relations Commission (PSERC) and B.C. Government & Services Employees' Union (BCGEU), the Health Employers' Association of B.C. (HEABC) and the health care unions, the B.C. Public School Employers' Association (BCPSEA) and the B.C. Teachers' Federation (BCTF). In the event a dispute arises, it shall be referred to Irene Holden and Vince Ready for a final and binding resolution.
- wage increase of 1%, effective January 1, 2002.
- the parties agree to fulfill the intent of the Accord and no layoffs of CUPE employees after September 30<sup>th</sup> for the duration of the school year. Staff changes that become necessary during the school year will be dealt with through the process outlined in the Letter of Understanding dated with 2000 06 20 except in Schedule 2 (e), where if, after September 30<sup>th</sup>, there were no available positions within the same classification or at the same or greater hours, then the individual would be placed on the casual list on a float basis until the end of the school year.
- The term of the Collective Agreement is July 1, 1997 to June 30, 2003.

  
for the Board  
December 20, 2000  
Date

  
for the Union



June 6, 2000

Ref. No. 116240

Irene Holden  
Labour Relations Board  
900 – 360 West Georgia Street  
Vancouver, BC V6B 6B2

and

Vince Ready  
650 – 475 West Georgia Street  
Vancouver, BC V6B 4M9

Dear Irene Holden and Vince Ready:

Re: Industrial Inquiry Commission concerning settlement Collective Agreement Between British Columbia Public School Employers' Association (and Member School Districts) and School District Support Staff Trade Unions (IIC#2)

I am writing concerning IIC #2 and your recommendations for settlement dated May 30, 2000 (the "Report") and provided to the parties and government. Some of these issues were also referenced in the Commission's letter of May 31, 2000 to CUPE representative Gary Johnson.

I understand that you intend to use those recommendations for the basis of your binding decision in accordance with your powers under the Public Education Support Staff Collective Bargaining Assistance Act (the "Act").


I note, as well, that you make reference to certain items which the government has agreed to fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed to be a collective agreement under the Act, that the government commits to fund as follows:

1. The monies committed by government and recommended by IIC #2 for the Four Hour Minimum Work Day Fund (\$5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 as described in the IIC #2 Report.
2. Should the \$5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC #2 and described in the Report.
3. The monies committed by government and recommended by IIC #2 for employment security (\$3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC #2 Report.

4. The monies committed by government and recommended by IIC #2 to fund the LTD plan (\$11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC #2 Report and the Accords.

The government also agrees that it would be appropriate for IIC #2 to retain jurisdiction regarding implementation of these items over the course of the collective agreement.

Sincerely,

A handwritten signature in black ink that reads "Paul Ramsay". The signature is written in a cursive, flowing style.

Paul Ramsay  
Minister of Finance and  
Corporate Relations



**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**SCHOOL DISTRICT NO. 35 (LANGLEY)**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS 1260 &1851**

**WAGE RE-OPENER – July 1, 1996**

The parties recognize that part of the wage re-opener on July 1, 1996 was utilized to fund the Board's portion of a Long Term Disability Plan. With the implementation of the PEBT Core LTD Plan, the Board will utilize the same portion of the wage re-opener to fund an Optional LTD Plan. The Optional Plan will be a taxable plan with 60% of monthly earnings and the same elimination period as the Core LTD Plan. The Board will pay 100% of the cost of the Optional Plan. The premium rate for the Optional Plan at April 30, 2003 is 0.413% of payroll.

The parties recognize that the Union wishes to pursue with the Board any cost savings between the School District No. 35 LTD Plan and the Optional LTD Plan.

The parties recognize that should the provincially fully funded LTD Plan be revised to include the level of coverage provided by the Optional Plan, the Board will negotiate reallocation of the percentage of the July 1, 1996 wage re-opener funding the LTD Plan to the benefit of the employees.

Edna Ruch per Donna Mason  
For CUPE Local 1260

May 21, 2003  
Date

Glenn E. Bohl  
For CUPE Local 1851

May 21, 2003  
Date

H. A. Robison  
For School District No. 35 (Langley)

2003 05 21  
Date

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SCHOOL DISTRICT NO. 35 (LANGLEY)**

**AND**

**C.U.P.E. LOCAL 1260**

**LAYOFF PROCESS**

Where it is anticipated that there will be sufficient regular or substitute vacancies to accommodate the employees served layoff notice, the Parties agree that it is desirable to wait until the first day of student attendance in the new school year to commence the annual layoff process. Where the layoff process is deferred in this manner, the Employer may re-assign employees on one day's notice, to an alternate position, at the same wage rate and hours per week, for the purpose of providing work during the period of layoff notice.

Dennis Mason  
For the Union

James D. Brown  
For the Employer

May 31, 1996  
Date

May 31, 1996  
Date

**LETTER OF UNDERSTANDING**

**BETWEEN**

**C.U.P.E. LOCAL 1260**

**AND**

**SCHOOL DISTRICT NO. 35 (LANGLEY)**

**BUS DRIVERS – HOURS OF WORK**

1. The parties agree to form a joint committee of three (3) representatives of each of the District and the Union to clarify the intent of Article 13, Section 1(a) – Bus Drivers – Hours of Work.
2. The recommended working for the committee will be referred to the Union and the District for ratification.

**SIGNED FOR THE UNION**

*Donna Mason*

*May 31, 1996*  
DATE

**SIGNED FOR THE EMPLOYER**

*James P. [unclear]*

*May 31, 1996*  
DATE

Above dated May 31, 1996

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