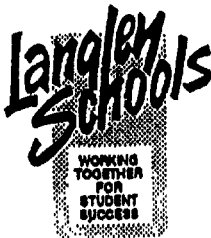


**COLLECTIVE  
AGREEMENT**

July 1<sup>st</sup>, 1989  
to  
June 30<sup>th</sup>, 1991

between  
**Board of School Trustees**  
 School District #35 (Langley)  
 and  
**Canadian Union of  
 Public Employees  
 LOCAL No. 1260**

SOURCE	EFF.	TERM.	No. OF EMPLOYEES	NUMBER DISAPPROVES
Union	89 07 01	9 06 30	467	0



NOV 19 1990

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This Agreement made this first day of July, 1989.

**BETWEEN:**

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

**PARTY OF THE FIRST PART.**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL  
NO. 1260  
Chartered by the Canadian Union of Public Employees and affiliated with  
Le Canadian Labour Congress  
(Hereinafter called the "Union")**

**PARTY OF THE SECOND PART.**

**ARTICLE 1 - PREAMBLE**

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

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

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

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

## ARTICLE 2 • DEFINITIONS

- a, "Employee" shall mean a person who is an "Employee" as defined in the Industrial Relations Act 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

Accountant  
Communications Officer  
Conference Centre Coordinator  
Editor, Continuing Education  
Legal Counsel  
Legal Secretary  
Manager, Finance  
Manager, Personnel Services  
Manager, Purchasing  
Personnel Assistant  
Personnel Officer  
Research Officer  
School/Community Relations Coordinator  
Secretary-Treasurer  
Secretary to the Assistant Superintendent of Instructional Services  
Secretary to the Director of Personnel Services  
Secretary to the Director of Schools  
Secretary to the Secretary-Treasurer  
Secretary to the Superintendent of Schools  
Supervisor, Resource Centre  
Supervisor, Transportation & Auxillary Services  
Work Experience Development Officer

- b. "Probationary Employees" shall mean a person serving an initial vial 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 those persons other than probationary, regular or regular part-time employees

- not having been appointed to posted positions but required to cover day-to-day casual employment at the rate of pay applicable to the position, for those employees absent due to sickness or authorized leave of absence or vacation,
- who are employed on a time duration basis to augment the regular staff, or,
- who are employed on a time duration basis on a special project of limited duration not exceeding ten calendar months, unless this time period is extended by mutual consent of both parties in writing.

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

- ii. Substitute employees are not entitled to employee benefits but shall be paid an additional twelve (12) percent over and above their rate in lieu of benefits.
- iii. Substitute employees assigned to a temporary position where it is known at the start of the work that the work will continue beyond three (3) calendar months shall have the option of electing to receive employee benefits for the duration of the assignment in lieu of the twelve (12) percent referred to in (ii.) above. This option shall be available at the start of the assignment and once elected shall apply for the duration of the assignment.
- f. "Early Retirement" shall mean the first (1st) day of any month following completion of fifteen (15) years of continuous service and the attainment of age fifty-five (55) with the consent of the Employer. The Employer shall not withhold consent unreasonably.
- g. "Normal Retirement" shall mean the first day of the month following attainment of age sixty-five (65) or the July 1st next following at the employee's option.

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

### ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

The Employer recognizes the Canadian Union of Public Employees, Local 1260 as the sole and exclusive collective bargaining agency for all employees and hereby consents and agrees to negotiate with the Union, or any of its authorized

committees, concerning **all matters** affecting the relationship between the parties to this Agreement, **looking towards a peaceful and amicable settlement of any** difference that may arise between them.

Persons whose jobs **are** not in the bargaining unit shall not work on any jobs 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 representatives 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 by an **applicant** shall constitute acceptance by this applicant of all **terms and conditions** of this Collective Agreement.
- b. On the date of hire, **new employees** shall be **required to sign the recognized** Union forms for membership application and dues deduction.
- c. All employees of the Employer, as a condition of continuing employment, **shall become** and remain members in good standing of the **Union**, according to the **Constitution and By-laws** 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.
- d. **New employees shall be presented** with a copy of **this** agreement and a copy of their classification description by the employer upon commencement of employment.
- e. The employer shall forward to all employees a copy of each new agreement and any **addenda thereto**.

- f. **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.**
- g. **The Employer agrees to furnish to the Union, within a reasonable period of time of the request, the following information:**
  - i. **Financial information provided to the public, including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks, and statements of final determinations as are available to the public.**
  - ii. **Employee information including listings of employees, showing their names, addresses, phone numbers (exclusive of those that are unlisted) 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,**
- h. **A staff orientation session for new employees shall be offered by the Employer no later than October 31 each 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 Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.**

## ARTICLE 7 • LABOUR MANAGEMENT RELATIONS

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

### a. Representation

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

### b. Representative of the Union

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

### c. 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. The grievance shall be submitted in writing to the Department Head concerned with a copy to the Personnel Officer within ten (10) working days of the difference arising and shall state that the matter is a Grievance in accordance with this Article.
- b. Should such Department Head be unable to settle the matter following receipt of the written grievance within seven (7) working days, the matter shall be referred to the Personnel Officer.

- c. **Should the Personnel Officer be unable to settle the grievance within seven (7) working days of the matter having been referred to this section, the matter shall be referred to the Grievance Committees of the Board and the Union.**
- d. **The grievance shall be discussed between the Grievance Committee of the Employer, the aggrieved employee and the Grievance Committee of the Union. Failing settlement within fourteen (14) days of the matter having been referred to this stage, that matter may by mutual agreement be referred to step (e) or shall be referred to step (f).**
- e. **Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Collective Agreement, an individual selected from the list of up to three names annually agreed to by the parties, or a substitute agreed to by the parties, shall at the request of either party:**
- i. **Investigate the difference**
  - ii. **define the issue in the difference; and**
  - iii. **make written recommendation to resolve the difference**
- within five (5) days of the date of receipt of the request; and, for those five (5) days from the date, time does not run in respect of the grievance procedure.**
- If referred to step (e) the recommendation of the investigator shall be final and binding on both parties,**
- f. **An Arbitration Board shall be formed to hear the grievance. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairman. Should the representative fail to select such third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia appoint a Chairman. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.**



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

## ARTICLE 9 - DISCIPLINARY ACTION/ADVERSE REPORT

### a. Adverse Reports

Whenever the conduct or the work standard of an employee is of such a nature to warrant disciplinary action, a warning of disciplinary action, or an adverse report, the Board shall notify the employee of its dissatisfaction in writing, with a copy to the President of the Union. The employee shall be requested to acknowledge the receipt of this report in writing and any written reply shall become part of the employee's record.

An adverse report of an employee shall not be used against the employee after twelve (12) months following a suspension or disciplinary action providing that no further disciplinary action has been recorded in this period. Providing that no further disciplinary action has been recorded in this period the adverse report shall be removed from their personnel file after eighteen (18) 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 Personnel 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 Personnel Officer for an appointment during normal working hours. Such appointment

be granted within **two (2)** days of a request. **The Personnel Officer shall grant such access on presentation of appropriate identification.**

There shall be only one personnel file for each employee maintained at the District Office. Any file on an employee kept at a school shall be forwarded to the District Office or destroyed when the employee leaves that school. Employee personnel files shall be kept in locked, secure storage.

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

**c. Representation**

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

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

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

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

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

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 the following leaves:

- 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.

b. Substitutes

A substitute employee who has successfully completed 120 days of work in the preceding 12 months shall be considered to have seniority for the sole purpose of applying for posted vacancies. Of these 120 working days, the substitute employee must have completed a minimum of one fifteen (15) day continuous period of work in the same assignment and two ten (10) day continuous periods of work in the same assignment. An approved leave of absence of up to two (2) days shall not constitute a break in continuous work.

Upon completion of the 120 working days 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 consecutive days worked as a substitute employee immediately prior to appointment to a posted position for the purposes of establishing the employee's full-time seniority date and vacation entitlement,

c. Seniority List

The Employer shall provide the Union in March of each year a Seniority list listing persons in order of their accumulated service, and showing original date of hire. 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,

The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 26 - No Discrimination and Article 4 - Management Rights as the basis of termination. 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 he/she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose his/her seniority in the event

- i. He/she is discharged for just cause and is not re-instated.
- ii. He/she resigns.
- iii. He/she 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.
- iv. He/she 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 • PROMOTIONS AND STAFF CHANCES

### a. Job Postings

- i. The Board shall notify the Union and post all vacancies on Bulletin Boards (see Section 23 B) at least seven (7) days prior to the closing date for applications. Any employee who is laid off or on annual vacation during the summer shall be provided a copy of vacancy notices by mail if the employee has so requested.
- ii. Applicants and the Union shall be notified of the Board's selection within five (5) days of the Board's decision.

### b. Information In Postings

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

### 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, persons 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 filled by a substitute employee.

### 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 four (4) 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 shall be placed on trial for a period of thirty (30) days of work. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) days of work. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the now job classification, he/she shall be returned to his/her former position without loss of seniority and previous wage or salary. 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 or salary.**
- iii. **Employees who are unsatisfactory shall receive a copy of their trial period report.**
- iv. **Class specification 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 salary at the time, such employee shall be placed in an experience grade in the new classification which will provide an immediate increase over his/her previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression. An employee bidding to a lower paid classification will be placed on the salary category closest to his/her present rate of pay.

**ARTICLE 12 • LAYOFFS AND RECALLS**

a. **Layoff**

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

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

most qualified employee, as determined by the Employer, shall be selected.

For the purpose of this Article, a layoff shall, at the employee's option, also be deemed to occur when the hours of work of an employee working a minimum of fifteen hours per week are reduced by twenty (20) percent or five (5) or more hours per week, whichever is less.

**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) days working 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. In the implementation of Article 12 "Layoffs and Recalls", all clerical staff who are laid off during the school summer vacation period, shall receive from the employer, a list of positions which will be continued during the aforementioned period where the incumbent is available for work. 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 his/her name placed on a recall list for a period of up to one year. The employee may elect to receive severance pay at any time during the first year following notification of layoff.

- ii. An employee on temporary layoff and **not** recalled before **loss** of recall rights in accordance with Article 10, Section d(iv), shall automatically be paid severance pay within one (1) week of **loss** of recall rights.
- iii. Severance pay shall be calculated at the rate of five (5) percent of one year's salary for each year of full-time equivalent seniority, or portion thereof, to a maximum of one (1) year's salary. Salary shall be based on the current calendar year's annual salary at time of layoff. Annual salary is defined as the amount the employee earned to the layoff date and the amount which would have been earned had the employee remained in the position occupied at the time of layoff, based upon the straight time hourly rate, weekly hours of work and number of weeks worked per year.
- iv. An employee who chooses not to exercise bumping rights, where such bumping rights are available, shall be deemed to have voluntarily terminated his/her employment. This shall not affect an employee's right to receive sick leave payout if the employee otherwise meets all requirements of Article 16 (h) of this Agreement. Should the original position from which an employee is forced to bump become vacant, that employee shall be given first opportunity to fill that position.
- v. It is not the Intent of this Article that school term employees will be entitled to receive severance pay as a result of normal school closures.
- vi. An employee who has received severance pay and 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.

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, he/she will **merge** to notify his/her immediate supervisor or some other official of the Board by telephone prior to the commencement of the working day, or as soon as possible thereafter.



## Section 1 - Bus Drivers

### A a. Hours of Work Defined

The hours of work for regular Bus Drivers shall be a minimum of five and one-half (5 1/2) hours per day Monday through Friday, a guaranteed minimum of twenty-seven and one-half (27 1/2) hours per week. For drivers working less than five and one-half (5 1/2) hours per day, the difference between the driver's actual daily working time and five and one-half 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 hours per week. 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 trip 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 hours per week for full size Buses and one hour per week for mini buses.

### 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 equally among the bus drivers in the unit who are willing and capable to perform the work that is available.

**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 trip. Where there is less than one full hour between the completion of a regular scheduled trip 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 trip, then the driver shall be paid straight through. In these instances the two hour minimum shall not apply,

**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; and in the event the employee commences work, a minimum of four (4) hours shall be paid. In the event an employee whose shift is less than four (4) hours commences work, a minimum of three (3) hours shall be paid.

**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.

**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 - Clerical/Teacher Assistant/Bus Supervisor

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

- i. **The regular hours of work shall be seven (7) consecutive hours or less 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, or where Continuing Education classes are held 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 split shifts or after six (5) p.m. shall receive seven (7) hours pay for six and one-half (6 1/2) hours work.**
- iv. **Employees shall receive twenty-four (24) hours notice of any shift change.**
- v. **Split shift is defined as an employee's daily hours of work which include an unpaid break of more than one hour.**

### b. Overtime

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

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.

Overtime shall be assigned, within departments of 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; and in the event the employee commences work, a minimum of four (4) hours shall be paid. In the event an employee whose normal shift is less than four (4) hours commences work, a minimum of three (3) hours shall be paid.

**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. Teacher Assistant Time Prior to School Year**

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

**f. Rest Periods**

Employees working a seven (7) hour shift shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of a shift. Employees working a minimum three and one-half (3 1/2) hour shift shall be permitted one (1) fifteen (15) minute rest period.

**g. Bus Supervisor Work Year**

Bus Supervisors shall work on days when students are in attendance.

**ARTICLE 14 - STATUTORY HOLIDAYS**

**a. Statutory Holiday Entitlement**

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

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

and any other school day proclaimed a holiday by the 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.

**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 1st to December 31st, inclusive.

b. **Vacation Entitlement**

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

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 one (1) week** of their current vacation entitlement. **This carry-over** should be applied for at **the same time as the request** for annual vacation and **must** be taken in the next vacation year. **Any** changes to the carryover entitlement shall be **subject to the approval of the supervisor**. The value of **the carried week** will be pegged to the prevailing contract at the time the week of vacation is taken.

- ii. Employees shall be **entitled to receive** the annual vacation in the year following the year in which it is earned.

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

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

- iii. Employees, during **their second (2nd)** year of continuous service, shall earn **fifteen (15)** working days annual vacation at their regular rate of pay or **six percent (6%)** of their annual gross earnings, whichever is greater.
- iv. Employees, during their **seventh (7th)** year of continuous service shall earn **twenty (20)** working days annual vacation at their regular rate of pay or **eight percent (8%)** of their annual gross earnings, whichever is greater.
- v. **Employees, during their fifteenth (15th)** year of continuous service shall earn **twenty-five (25)** working days annual vacation at their regular rate of pay or **ten percent (10%)** of their annual gross earnings, whichever is greater.

vi. Employees, during **their** twenty-first (21st) 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.

c. Vacation Schedule

On **or before** December 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 January 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 one (1) additional week of vacation pay in addition to his **regular** entitlement.

d. Vacation Preference

Where two (2) or more **employees** request the same vacation dates which conflict, seniority shall govern.

e. Statutory Holiday During Vacation

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

An employee with a twelve (12) month assignment shall be paid their annual vacation entitlement on their regular pay dates during the vacation period. Employees wishing to have their vacation pay, which exceeds two (2) weeks, paid prior to leaving on vacation, must advise the Payroll Department one month in advance.

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 notarized affidavit attesting to the sickness or bereavement.**

**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, provided however, the accident did not occur during an employee's period of gainful employment with another employer.**

b. **Sick Leave Accumulation**

**All employees, upon completion of the probationary period, shall be granted one and one-half (1 1/2) days Sick Leave with Pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave for the employee's future benefits. The number of days sick leave with pay paid any one regular employee shall not exceed one hundred and fifty (150) days during any one calendar year.**

**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's cumulative credit.**

c. **Sick Leave Advance**

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



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.

e. Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any sickness in excess of three (3) working days, certifying that such employee is unable to carry out his/her 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. Sick Leave Records

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

g. Sick Leave Payout

An employee with one (1) year's service shall in the second (2nd) year of employment and onward, be entitled to one-third (1/3) of his/her balance of annual accumulated sick leave for the year in cash on the last pay period in March of each year, at the rate of pay in effect on the previous December 31st, 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 or time off is calculated on the total number of gratuity days as of December 31st of the previous year. The number of gratuity days shall be calculated to the nearest full day and the total shall be deducted from the total sick leave balance for that year.

h. Retirement/Death Payout

An employee with ten (10) or more years of continuous service shall receive a payout of the number of days sick leave to the employee's credit to a maximum of ninety (90) days upon death, retirement or termination

of employment by the Employer. 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.

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

## 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 causa, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. In the case of emergency, approval may be sought and granted verbally, and shall be confirmed in writing.

### b. Union Business Leave

Representatives of the Union shall be granted leave with pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, provided not more than five (5) employees are absent at any one time.

### 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 five (5) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

- 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 his/her term of office.

- 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 his/her term of office. If the employee requests to be kept on benefits the Employer will bill for the direct costs,

d. Bereavement Leave

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

e. Mourner's Leave

One-half (1/2) day leave may be granted without loss of salary or wages to attend a funeral as a prill-bearer or mourner. ~~Mourner's~~ leave shall not be in addition to Bereavement Leave.

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 such employee the difference between his/her normal earnings and the payment he/she received for jury service or court witness. The employee will present proof of service and the amount of pay received. This leave shall not be granted with pay where an employee is appearing on his/her 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 six (6) consecutive months. Seniority shall be accumulated during this six (6) months.

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 shall cover a period up to six (6) months before or after the birth or adoption of a child. Where an employee submits a written request at least four (4) weeks prior to the expiry of the maternity/adoption leave for additional leave, a General Leave to commence immediately upon expiry of the Maternity/Adoption Leave, up to a maximum of six (6) months shall be allowed.**
- iv. **The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of benefits provided under Article 20 a. and b., provided that the employee continues to pay his/her share of the premiums. The premium cost for leave beyond six (6) months shall be fully paid by the employee.**
- 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. The provisions of this clause are not applicable for the period of General Leave referred to in (iii) above.**
- 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. Educational Leave**

- **Leave of absence without pay and Without loss of seniority shall be granted to an employee, in order to upgrade his/her education or training, so far as to improve his/her 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.**

**i. Adoption Leave**

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

**j. Paternity Leave**

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

**k. Emergency Family Illness Leave**

In the case of illness in the family of an employee and when no other person at the employee's home can provide for the needs of the ill person, the employee shall be entitled, after notifying the employee's supervisor, to use up to a maximum of three (3) days paid leave per year for this purpose.

**ARTICLE 18 • PAYMENT OF WAGES AND ALLOWANCES**

**a. Pay Days**

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

**b. Part-time Employees**

Regular part-time employees shall receive the wage rates, conditions of employment, and prerequisites 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 uses the employee's own motor vehicle on the Employer's business an allowance of twenty-seven (27) cents per kilometer shall be paid by the Employer,

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

**e. Vehicle' Coverage**

In the event of an accident involving the employee's vehicle while being used for the Employer's business, the Employer will reimburse the employee for costs paid by the employee to repair vehicle damage to a

maximum of one hundred **(100) dollars upon submission by the** employee of a copy of **the** accident report filed with the police and the Insurance Corporation of British Columbia, and also provided the accident did not arise out of the employee's own **gross** negligence,

f. Higher Classification

When an employee is appointed or requested by the Employer to perform **the** duties of a higher classification which extend into the employee's next regular shift, the employee shall receive the higher rate of pay for all hours worked at the higher classification. For the purpose of this section the higher rate of pay shall be a rate on the pay grade appropriate to the higher classification which is the next higher rate above the regular rate received by the employee.

g. Industrial 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 Industrial First Aid Certificate and is designated by the Employer as an Industrial First Aid Attendant.

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

h. Indemnification

a. The Employer shall either:

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

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

- b. Subsection (a) does not apply where
  - i. an employee has, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or willful misconduct, or
  - ii. the cause of the action is libel or slander,
- c. The Employer may, by an affirmative vote of not less than 2/3 of all the members of the Board, pay:
  - i. any sum required to indemnify an employee for a criminal prosecution, which prosecution arises out of the employee's performance of his/her employment duties and
  - ii. costs necessarily incurred

but the employer shall not pay a fine arising from an employee's conviction.
- d. The Employer may seek indemnity against an employee where:
  - i. the claim for damages arises out of an employee's gross negligence or
  - ii. in relation to the action that gave rise to the claim for damages against an employee, the employee willfully acted contrary to the terms of his or her employment or an order of a supervisor.

**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. These funds shall be administered at the school/District Office level in consultation with employees.

**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 eliminated, without prior agreement with the Union.

**b. Classification/Reclassification**

If an employee believes a position is improperly classified, 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 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 Joint Job Evaluation Committee shall be comprised of two (2) representatives of the Union and two (2) representatives of the Employer.

**ARTICLE 20 - EMPLOYEE BENEFITS**

**a. Pension Plan**

All employees hired prior to 90 12 31 shall, until 91 01 01, be afforded the opportunity of participation in the "Pension Plan" presently in effect in School District No. 35 (Langley) on a voluntary basis.

Effective 91 01 01, the Board agrees to implement the Municipal Superannuation Plan. Participation in the Municipal Superannuation Plan will be in accordance with the regulations and requirements of the Municipal Superannuation Plan.

The definition of retirement is as shown in Article 2, (f) and (4) Definitions.

**b. Health Insurance Benefits**

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

i. Medical Services Plan of British Columbia

**ii. Extended Health Benefits**

- Vision Care - \$200 limit per each 24 months
- \$50,000 lifetime maximum (includes out of province coverage).



- **hospital co-insurance -- the daily rate of co-insurance shall be maintained at the co-insurance charge of B.C. Hospital Programs up to, but not exceeding, 2.433% of the average of Vancouver General Hospital's and Langley Memorial Hospital's daily rate for a basic ward accommodation.**

- iii. **Dental Plan -**
  - : Plan A - 100%**
  - Plan B - 50%**
  - Plan C - 50% with a \$1,250.00 lifetime limit per insured individual**

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

The cost of providing the extended health benefit shall be paid eighty percent **(80%)** by the Employer and twenty percent **(20%)** by the employee.

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 eighty **(80)** percent of the premium cost and the employee will pay twenty **(20)** percent of the premium cost. An employee without dependents may elect either a flat **\$5,000** of coverage or the above outlined two-hundred **(200)** percent.

**d. Part-time Employees**

For any employee employed less than **seventeen and one-half (17 1/2)** 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-Avo (35)**.

**e. Supplementation of Compensation Award**

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident resulting from employment with the School Board, and is recognized by the **Worker's**

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

f. 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.

g. Unemployment Insurance

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

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

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

i. Continuation of Benefits During Work Stoppages

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

## ARTICLE 21 • HEALTH AND SAFETY

a. Cooperation on Safety

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

b. **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 jobs shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.

e. **No Disciplinary Action**

No employee shall be disciplined for refusal to work on a job which, in the opinion of the Safety Committee, is not safe.

f. **Accident Investigation**

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

g. **Pay for Injured Employees**

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

**h. 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.

**i. 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 a preliminary eye examination, with deduction of such time from the employee's accumulated sick leave, by an ophthalmologist of the employee's choice prior to initial assignment to VDT equipment 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 individual 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.
- iv.** The Health and Safety Committee shall review and make recommendations to ensure that standards recommended by the Ministry of Labour, Occupational Environment Branch are being met.

**j. Infestations**

To effect the removal of a lice or scabies infestation the Employer will pay necessary medication costs not covered by insurance, for an employee

working in an environment where such infestations are shown to exist. Such protection shall also include the immediate family of the employees,

## ARTICLE 22 • JOB SECURITY

### a. Contracting Out

The Employer has the right to contract out any work, however, such contracting out shall not affect the continued employment of those persons covered by this Agreement.

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.

### b. Student Transportation

The Transportation Supervisor will arrange by whatever means deemed necessary, the transportation of school students for curricular and extra-curricular activities. Whenever and wherever possible, Langley School District transportation facilities will be used.

## ARTICLE 23 • 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. 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.

### d. Continuation of Existing Conditions

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

e, **Protective Clothing**

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

- i. **Teacher Assistants** - protective **smocks** and rubber **boots** as **required** by the duties of the **position**.
- ii. **Bus Drivers** - **rain gear** as required for the washing of buses,

**ARTICLE 24 • 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 of 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**

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 a reasonable training 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/salary for that position.**

c. **Displaced Employees**

**It is agreed between the parties that any permanent employee who is displaced as a result of technological change will be given an opportunity to fill vacancies related to his/her skills and qualifications according to seniority.**

## ARTICLE 25 • SEXUAL AND PERSONAL HARASSMENT

- a. Personal harassment by either employees or Employer representatives shall be defined as:
- i. repeated intentional comments and/or actions deliberately designed to demean, belittle and humiliate an individual.
- b. Sexual harassment by either employees or Employer representatives, shall be defined as:
- i. repeated unwelcome sexual advances comprised of offensive sexual comments, sexual gestures and/or physical contact; and/or
  - ii. requests for sexual favours, or threats and reprisals as a result of rejection of sexual advances.
- c. Because of the sensitivity of such situations and the desire to handle these in a confidential manner, complaints shall be referred to the Superintendent of Schools. 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.
- d. No employees 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 26 • 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.

## ARTICLE 27 • 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 28 • TERM OF AGREEMENT**

This Agreement shall be for the period ~~July 1st, 1989 to June 30~~ 1991, inclusive, and from year to year thereafter ~~subject to the right of either party to the Agreement, at any time within four months immediately preceding June 30th~~ of any year thereafter, by written notice, to require the other party to the Agreement to commence bargaining,

Should either Party 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)

Approved and Adopted by:

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
LOCAL 1260


This 22 day of March 1990.

This 22 day of March 1990.

  
Chairman

  
Chairman, Negotiating Committee

  
Secretary-Treasurer

  
President



**SCHOOL DISTRICT NO. 35 (LANGLEY)**  
**CLASSIFICATION AND PAY GRADE ALLOCATION**  
**(CLERICAL)**

<b>Classification</b>	<b>Pay Grade</b>
Crosswalk Supervisor Noon Supervisor	
Teacher Assistant - Education	1
Accounting Clerk I	2
Clerk Typist - Library Mail/Print Clerk	3
Clerk Stenographer - Maintenance Resource Centre Assistant - Library Processing Resource Centre Assistant - A.V. Clerk Stenographer - Continuing Ed. Clerk Stenographer - Elementary Schools Clerk Stenographer - Purchasing Clerk Stenographer - Clerical Pool Receptionist Teacher Assistant - Science	4
Teacher Assistant - French Immersion Library Technician Clerk Stenographer - Personnel Services Clerk Stenographer - Transportation Teacher Assistant - Visually Impaired Accounting Clerk II Accounts Receivable Clerk Teacher Assistant - Special Education Clerk Typist - Substitute Answering Teacher Assistant - Cafeteria Clerk Stenographer - Secondary Schools Clerk Stenographer - Counselling Registration Clerk - Continuing Education Clerk Stenographer - District Education Offices	5
Teacher Assistant - Hearing Impaired Secretary to District Administrator - Special Services	6

<b>Classification</b>	<b>Pay Grade</b>
Clerk Stenographer - <b>Computer</b> (Secondary Schools)	7
Secretary - <b>Elementary</b> Schools	
Secretary to District Administrator - <b>Modern Languages</b>	
Secretary to District Administrator - <b>Instructional Services</b>	
Clerk Stenographer - <b>Word Processing</b>	
Secretary - <b>Maintenance</b>	
Career <b>Centre</b> Assistant	
<b>Cataloguing</b> Librarian	8
Secretary to District Principal	
Head Secretary - <b>Secondary</b> Schools	
Payroll <b>Clerk</b>	
Accounts <b>Payable</b> Supervisor	
<b>Media Production</b> Technician	
Clerical Pool Supervisor	
<b>Printing</b> Clerk	
Secretary - <b>Continuing</b> Education	
Secretary - <b>Conference</b> Centre	9
Professional <b>Services</b> Assistant	
Child Care Worker - <b>A.L.E./Rehab.</b>	10
Computer <b>Operator</b>	
Teacher Assistant - <b>Special Ed./Health</b> Support	11
Payroll <b>Supervisor</b>	
Buyer	

SCHOOL DISTRICT NO. 35 (LANGLEY)

WAGE SCHEDULE CLERICAL

Pay Grade	89 07 01 Rate Start	89 07 01 Rate 3 months	90 07 01 Rate Start	90 07 01 Rate 3 months	91 01 01 Rate Start	91 01 01 Rate 3 months
11	\$14.92	\$15.42	\$15.52	\$16.04	\$16.14	\$16.87
10	\$14.48	\$14.97	\$15.06	\$15.57	\$15.67	\$16.20
9	\$14.05	\$14.53	\$14.61	\$15.11	\$15.20	\$15.72
8	\$13.64	\$14.11	\$14.19	\$14.67	\$14.76	\$15.26
7	\$13.25	\$13.70	\$13.78	\$14.25	\$14.33	\$14.82
6	\$12.85	\$13.29	\$13.36	\$13.82	\$13.91	\$14.38
5	\$12.48	\$12.91	\$12.99	\$13.43	\$13.51	\$13.97
4	\$12.12	\$12.53	\$12.60	\$13.03	\$13.10	\$13.55
3	\$11.77	\$12.17	\$12.24	\$12.66	\$12.74	\$13.17
2	\$11.43	\$11.82	\$11.88	\$12.29	\$12.37	\$12.79
1	\$11.09	\$11.47	\$11.54	\$11.93	\$12.00	\$12.41
Bus Supervisor	\$9.74	\$10.07	\$10.12	\$10.47	\$10.53	\$10.89
	89 07 01 Rate Start	89 07 01 Rate 3 months	90 01 01 Rate Start	90 01 01 Rate 3 months	90 07 01 Rate Start	91 07 01 Rate 3 months
Noon Supervisor	\$9.23	\$9.54	\$9.74	\$10.07	\$10.66	\$11.02
Crosswalk Supervisor	\$9.23	\$9.54	\$9.74	\$10.07	\$10.66	\$11.02
	91 01 01 Rate Start	91 01 01 Rate 3 months				
Noon Supervisor	\$11.63	\$12.03				
Crosswalk Supervisor	\$11.63	\$12.03				

Note: Method of converting hourly rate to monthly rate = H.R. x 152 = Monthly Rate.

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

**CLASSIFICATION AND RATES OF PAY  
(TRANSPORTATION)**

<b>Classification</b>	<b>89 07 01</b>	<b>90 07 01</b>	<b>91 01 01</b>
<b>Bus Driver</b>	<b>\$14.41</b>	<b>\$14.99</b>	<b>\$15.59</b>
<b>Serviceman</b>	<b>\$13.35</b>	<b>\$13.88</b>	<b>\$14.44</b>

**NOTE: Bus Driver/Serviceman -**

**shall be paid at the Bus Driver rate for the time spent driving a bus, and as a Serviceman (at the rate established as Labourer II in Local 1851 Agreement) for the hours worked as a serviceman. The guarantee in Article 13 (1) (a) applies.**

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**SCHOOL DISTRICT NO. 35 (LANGLEY)**  
**AND**  
**C.U.P.E. LOCALS 1260 AND 1851**

Re: **Municipal Superannuation Plan**

The Board agrees to implement the **Municipal Superannuation Plan** effective 91 01 01.

Provided this does not conflict with the regulations and requirements of the **Municipal Superannuation Plan**, participation in the **Municipal Superannuation Plan** will be mandatory for all new employees assigned to fifteen or more hours per week.

The Board agrees to the establishment of a joint **Board, CUPE 1260 and 1851** committee to investigate and negotiate, pursuant to the regulation and requirements of the **Municipal Superannuation Plan**, with **Municipal Superannuation** on the following items

- i. the option of current employees to waive participation in the **Municipal Superannuation Plan**,
- ii. the option for employees currently participating in the district Pension Plan for Non-Teaching Employees to pay for back service in the **Municipal Superannuation Plan**,
- iii. The option for employees currently participating in the district Pension for Non-Teaching Employees to:
  - a. transfer accumulated contributions to the **Municipal Superannuation Plan**, or
  - b. leave accumulated contributions in the existing Pension Plan for Non-Teaching Employees and join the **Municipal Superannuation Plan** as of 91 01 01, or
  - c. continue to participate in the existing Pension Plan for Non-Teaching Employees in which case the Board plan will be indexed comparable

to the Municipal Superannuation Plan for benefits earned after 91 01 01.

iv. the option for employees currently not participating in the district Pension Plan for Non-Teaching Employees to pay for back service in the Municipal Superannuation Plan.

As discussed, the cost implications associated with the improved benefits will be costed as part of the total cost of the settlement,

  
For School District No. 35 (Langley)

  
For C.U.P.E. Local 1280

  
For C.U.P.E. Local 1851

**LETTER OF UNDERSTANDING**  
**JOB CLASSIFICATION REVIEW**

During negotiations both parties recognized disparities existed in the current wage schedule. As well it was acknowledged that there may be deficiencies in the current job evaluation criteria.

Therefore, the parties agreed to jointly conduct a review of the following jobs in schedule "A".

1. Payroll Supervisor
2. Payroll Clerk
3. Buyer
4. Library Technician

Any other jobs jointly determined by the Joint Job Evaluation committee may be subject to review under the process outlined below.

The review process shall be as follows:

- Such jobs shall be reviewed by the Committee using the existing criteria.
- In the event a job disparity is not satisfactorily corrected under the criteria of the Job Evaluation process, then such job will be reviewed by comparing it to equivalent positions in the Fraser Valley and Metro school districts.
- In the event the Committee is unable to agree on a resolution at this point then the average rate of pay for such classification outlined in the collective agreements in the Fraser Valley/Metro school districts shall be paid for the job in dispute.

The Committee will meet as soon as possible after ratification of this agreement but no later than May 1, 1990. Further, the Committee will complete the review of the four positions outlined above no later than June 1, 1990. Any upward adjustments shall be retroactive to July 1, 1989.

The Union shall endeavour to review any other perceived inequities and present any supporting material as soon as possible but no later than June 1, 1990 and any upward adjustment under this section jointly agreed to by the Job Evaluation Committee shall be retroactive to July 1, 1989.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT NO. 35 (LANGLEY)  
("the Board")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1260  
("the Union")**

**The following terms and conditions shall apply to Noon Supervisors and Crosswalk Supervisors.**

- a. **Hourly rate of \$8.50 per hour. This rate will be reviewed using the job evaluation procedures. Any hourly wage increases that may result from the job evaluation process shall be phased in on the basis of four equal installments effective on September 1, 1989; January 1, 1990; July 1, 1990 and December 31, 1990. This will be separate and apart from any other wage increases that may result from upcoming general negotiations.**
- b. **The hours of work shall be determined by the school administrative officer.**
- c. **The Board shall pay wages bi-weekly.**
- d. **The work year shall coincide with the school year for students. Layoff notice shall only apply within the school year for students**
- e. **Same percent as paid to substitutes in lieu of benefits shall be paid on each pay cheque, (The benefits include vacation pay, statutory holiday pay, other paid leaves, employee benefits.)**
- f. **Work performed as a Noon Supervisor shall not be paid as overtime for persons employed in other capacities with the Board.**
- g. **Seniority shall accumulate on Schedule A commencing September 1, 1989.**
- h. **Job sharing shall continue. The parties agree in the near future to negotiate an agreement to cover conditions affecting Job sharing.**
- i. **Effective September 1, 1989, all employees shall become members of the Union and pay union dues.**



J. The following articles of the Collective Agreement shall not apply to Noon Supervisors and Crosswalk Supervisors:

Article 2	Section (1)	Normal Retirement
Article 13		Hours of Work
Article 14		Statutory Holidays
Article 15		Annual Vacations
Article 16		Sick Leave
Article 17	Section	Bereavement Leave
	Section e)	Mourner's Leave
	Section (f)	Jury or Court Witness Duty
	Section (g)	Adoption Leave
	Section I	Paternity Leave
	Section L	Emergency Family Illness
Leave		
Article 18	Section (c)	Part-Time Employees
	Section (d)	Professional Development
Article 20		Employee Benefits
	Section (a)	Pension Plan
Article 22	Section (a)	Volunteers - as limited by this
Letter of Understanding		

k. This agreement is not intended to restrict administrative officers, teachers or students from performing noon supervision or crosswalk supervision duties other than where an individual's continued employment is affected.

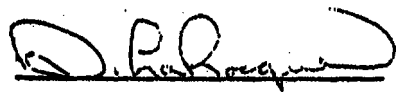
J. Crosswalk and Noon Supervisors shall be paid a minimum of one hour for each time they work

m. Crosswalk Supervisors shall be provided rain gear, stop signa and vests, Noon Supervisors shall be provided rain gear if necessary.

FOR THE BOARD:

FOR THE UNION:





Dated this 22nd day of March 1990

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THIS LETTER IS APPENDED TO THE BACK OF THE  
**AGREEMENT**  
FOR INFORMATION ONLY AND DOES NOT FORM PART OF  
THE CONTRACT.

90 03 19

Ms. Donna LaRocque,  
President, CUPE Local 1260

Dear Donna:

Re: Teacher Assistant Concerns


The District agrees to review **the specific** workload concerns identified by the **CUPE Teachers Assistant Committee**. These concerns must be submitted in writing to the Director of Schools by **March 31**, of each year,

The concerns will be reviewed by the District and referred to the Director of Schools,

A written response to each concern will be provided by the Director of Schools,

The above arrangement will be effective for the duration of the current collective agreement.

Sincerely,

  
Joseph H. Strain  
Personnel Officer

cc E. Dossall  
J. Ruffelle

SB