
Collective Agreement

July 1, 2003 to June 30, 2010

- Between -
The Board of Education of
School District No. 34 (Abbotsford)



- And -
Teamsters Local Union No. 31



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School District No. 34 (Abbotsford)

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George Murray, Secretary-Treasurer
Tom Louie, Director – Facilities and Transportation
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Susan Rogers – Human Resources Coordinator
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Teamsters Local Union No. 31

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Don Davies, Business Agent – Spokesperson
Tony Alexander, Transportation Shop Steward
Fred Earles, Instructional Support Services Representative
Arlene Janzen, Maintenance Shop Steward
Gary Kalyn, Trades Representative
Doug Lakusta, Custodial Shop Steward •
Gillian Martin, Clerical Representative
Cheryl McLeod, Shop Steward

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COLLECTIVE AGREEMENT

EFFECTIVE July 1, 2003 to June 30, 2010

0:1 INTRODUCTION

0:1.1 THIS AGREEMENT SHALL BE BETWEEN

The Board of Education of School District No. 34 (Abbotsford)
(hereinafter referred to as the "Board")

0:1.2 AND

Teamsters Local Union No. 31
(hereinafter referred to as the "Union")

0:2 PREAMBLE

0:2.1 WHEREAS the Union has been certified as the bargaining agent for all employees in School District No. 34 (Abbotsford) except employees included in the bargaining unit established by Section 5 of the Public Education Labour Relations Act and those excluded by the Labour Relations Code;

0:2.2 AND WHEREAS it is the responsibility of both parties to this Agreement to promote the effective and efficient operation of this School District recognizing meanwhile the parties' responsibilities and obligations each to the other;

0:2.3 AND WHEREAS both parties desire to promote the morale and well being of the employees in the bargaining unit, and to maintain an harmonious relationship between the Board and the employees;

0:2.4 AND WHEREAS both parties recognize the mutual value of joint discussions on the terms and conditions of employment affecting the employees in the bargaining unit;

0:2.5 NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties agree each with the other as follows:

1: **DEFINITIONS**

- 1:1 “Regular” Employee: shall mean an employee who, regardless of FTE;
- (i) has completed the probationary period; and,
 - (ii) has seniority in accordance with Article 10; and,
 - (iii) is in receipt of Health and Welfare benefits; and,
 - (iv) is in receipt of Pension benefits; and,
 - (v) has either a posted position; or
 - (vi) has met the criteria in Article 8:6.1,
- 1:1.1 “12-month” Employee: shall mean a “regular” employee who, regardless of FTE, works throughout the entire calendar year.
- 1:2 “School-Term” Employee: shall mean a “regular” employee who, regardless of FTE, works during the ten (10) month period coincident with students being in attendance at school. A “school-term” employee is also referred to as a “10-month” employee and the terms are interchangeable.
- 1:2.1 “10-month” Employee: is a “school-term” employee.
- 1:3 “FTE”: shall mean “Full Time Equivalent” and 1.0 FTE will vary according to the normal weekly hours of a classification as stipulated in Article 12:1.
- 1:4 “Casual”: shall mean an employee who is employed on a day-to-day basis to augment regular and school-term employees for a limited duration within any 12-month period.
- 1:4.1 “Extended Service Casual”: shall mean a Casual employee who has been assigned and has worked four hundred and eighty (480) hours.
- 1:4.1.1 “ESC”: shall mean Extended Service Casual, and the terms are interchangeable.
- 1:5 “Probationary” Employee: shall mean an employee of any status who is still within the four hundred and eighty (480) hour probationary period.
- 1:6 “Trial Period”: is the period of time when an employee is new to a classification and is subject to the terms of Article 6.
- 1:7 “Qualification(s)” or “Qualified”: shall mean to possess the knowledge, skills, ability and academic qualifications.

- 1:8 "Classification(s)": shall mean any position(s) within the jurisdiction of the bargaining unit included in Schedules A.1 to A.7.
- 1:9 "Board": shall mean the Board of Education of School District No. 34 (Abbotsford) or authorized delegated authority through the Secretary-Treasurer.
- 1:10 "Union": shall mean Teamsters Local Union No. 31 Head Office.
- 1:11 "Approved Position": shall mean any regular or school-term position approved by the Board.
- 1:12 "Calendar Year": for vacation purposes, shall be the twelve (12) month period from July 1st to June 30th.
- 1:13 "Work Week": The work week for regular and school-term employees is set out in Article 12:3-Work Week.
- 1:14 Plural or Feminine Terms: may apply whenever the singular or masculine is used in the Agreement, and shall be considered as the plural or feminine used within the context the party or parties hereto so requires.
- 1:15 "Level of Classification": shall be as defined in Schedules A.1 to A.6.

2: MANAGEMENT RIGHTS

- 2:1 The management of the work force and methods of operation shall be vested exclusively in the Board, except as otherwise specifically provided in this Agreement and as may be subject to the grievance procedure.

3: **JOB POSTINGS**

3:1 POSTINGS - DEFINITIONS

Notwithstanding any other definitions in this Collective Agreement, for the purposes of this Article, the following definitions shall be applied

3:1.1 "*Position*"- shall mean any regular job within a classification in the bargaining unit.

3:1.2 "*Assignment*"- shall mean any job that is filled by an employee in the bargaining unit by any means other than the posting procedure set out in Article 3:3 and Article 3:5.

3:1.3 "*Direct service*"- the following classifications shall be considered to provide direct services to a student(s):

- (1) Teaching Assistant
- (2) Youth Care Worker
- (3) Itinerant Youth Care Worker
- (4) Bus Driver
- (5) Cultural Education Support Worker
- (6) Any other classification as mutually agreed between the Board and the Union.

3:1.4 "*Vacant*"/"*Vacancy*"- any position for which work is available and, in the sole discretion of the Board, is required to be performed, but is not occupied by a posted bargaining unit employee, shall be considered vacant.

3:1.5 "*Temporary Vacancy*"- as defined in Article 3:4.1.

3:2 POSTINGS - GENERAL PROCEDURE

3:2.1 Except as specifically provided otherwise, the Board shall fill all vacant positions within the bargaining unit using the posting procedures outlined within this Article.

3:2.2 The Board shall post, in the School Board office and in every Board facility, each notice of vacancy and a copy shall be forwarded to the Union at the same time.

3:2.3 In the event the Board withdraws a posting, the Union shall be advised, in writing, of the reasons for the withdrawal. The reasons for withdrawal are subject to the grievance procedure.

- 3:2.4 Except as specifically **provided otherwise**, when a “direct service” position becomes vacant, the Board shall immediately fill the position by assignment of a qualified and available Casual/Extended Service Casual, in accordance with Article 8:2 or Article **8:3**, until the vacant position is permanently filled in accordance with Article 3:3 herein.
- 3:2.5 When a position other than a “direct service” position becomes “vacant”, the Board shall post the position in accordance with Article 3:3 herein. The Board may, but is not required to, make a Casual/Extended Service Casual assignment(s) on an interim basis, in accordance with Article 8:2 or Article 8:3 herein.
- 3:2.6 The **Bus** Driver posting procedure shall be administered in accordance with the Letter of Understanding found on page 89 of this Collective Agreement.

3:3 POSTINGS - PERMANENT VACANCIES

- 3:3.1 Upon a previously occupied posted position becoming unoccupied, the Board shall determine within seven **(7)** calendar days if the position is “vacant” in accordance with Article 3:1.4 and advise the Union if the position is “vacant” or not.
- 3:3.2 If the Board determines that a position is vacant or upon the Board determining that a new position in the bargaining unit will be created, the Board shall post the position immediately upon making their determination of vacancy.
- 3:3.3 If the Board determines that a position is not vacant, the Board shall advise the Union.
- 3:3.4 Article 3:3.2 herein does not apply when, as the result of a Job Content Review, a new position is created in either an existing or newly created classification.
- 3:3.5 The posting shall be published, in accordance with Article 3:3.2 herein, for seven **(7)** calendar days. In the interim, the position will be filled in accordance with Article 3:2.4 or Article 3:2.5 herein.
- 3:3.6 The vacant position will be awarded and filled within thirty (30) calendar days of the date the posting closed.
- 3:3.7 In the event there are no qualified applicants from within the bargaining unit, notwithstanding Article 3:2.1, the Board shall hire a new employee.
- 3:3.8 In the event the Board hires a new employee, the position will be awarded and filled within sixty (60) calendar days of the date the posting closed.

3:3.9 In the event the Board makes every reasonable effort to hire an employee in accordance with Article 3:3.7 but there are no qualified applicants, the Board shall advise the Union prior to the expiry of the timeline referred to in Article 3:3.8 and the parties shall meet to discuss how the work allocated to the vacant position will be performed.

3:4 ASSIGNMENTS – TEMPORARY VACANCIES

3:4.1 When a position becomes vacant, as defined in Article 3:1.4 herein, as the result of:

- (1) an employee serving a trial period that exceeds fourteen (14) calendar days; or,
- (2) an employee being absent due to illness or injury in excess of fourteen (14) calendar days; or,
- (3) an employee being temporarily transferred in excess of fourteen (14) calendar days; or
- (4) an employee is granted any leave in excess of fourteen (14) calendar days; then, the vacancy shall be considered a "temporary vacancy".

3:4.2 Upon the Board determining that a position is temporarily vacant, the Board shall immediately fill the position by assignment of a qualified and available Casual/Extended Service Casual, and in the event of a Foreman position, by assignment of a regular employee who normally works under that Foreman, and such assignment will last until Article 3:4.4 herein applies. The Board will not be required to fill the vacancy created by the regular employee filling a temporary Foreman assignment. The assignment of a regular employee to the Foreman position shall be on the basis of qualifications and ability with due regard to seniority.

3:4.3 When the Board knows in advance and with certainty that a position will be "temporarily vacant" in excess of sixty (60) calendar days, the position will be filled in accordance with Article 3:4.2 herein, if applicable, and the "temporary vacancy" will be filled by a "Postings-Temporary Vacancies", in accordance with Article 3:5 herein.

3:4.3.1 Without limiting the application of Article 3:4.3, the Board will consider a position to be temporarily vacant in excess of sixty (60) days "in advance and with certainty" and post same in accordance with Article 3:5 upon being furnished within fourteen (14) calendar days from the date of first absence with a copy of the following portions of an employee's application form for health and welfare benefits: the applicant's name and expected length of absence exceeding sixty (60) days.

3:4.3.2 The Union and the members covered by **this** Agreement hereby authorize the immediate release of the Information set forth in Article **3:4.3.1** to the Board whenever an application for benefits is made and which indicates an expected absence from work exceeding sixty (60) days.

3:4.4 A temporary assignment/posting, pursuant to Article **3:4.2** or Article **3:4.3**, shall be completed

- (1) Upon the original posted employee returning to his/her position, the Board shall provide at least twenty-four(24) hours notice to the incumbent.
- (2) When a temporary vacancy becomes a permanent vacancy pursuant to Article **3:4.6** herein, the temporary vacancy will be completed on the date the successful applicant commences work in the position. The Board shall provide at least twenty-four (24) hours notice to the incumbent.

3:4.5 Upon the completion of a temporary vacancy assignment (for any reason), the incumbent will return to his/her posted position or to casual dispatch, whichever is applicable.

3:4.6 Under no circumstances will a "temporary vacancy" last more than one (1) calendar year from the date the position was actually vacated. Thirty (30) calendar days prior to the position being temporarily vacant for one (1) calendar year, the Board will post the position in accordance with Article **3:3** herein.

3:4.7 When an employee whose position has been "temporarily vacant" is able and available to return to his/her position the employee shall be returned to his/her position.

3:4.8 In the event that the regular employee's position no longer exists, including when the position has been filled pursuant to Article **3:4.6** herein, the employee will have access to Article 11 – Layoff and Recall Procedure.

3:5 POSTINGS – TEMPORARY VACANCIES

3:5.1 Notwithstanding Article **3:4**, and except as specifically provided otherwise, any temporary vacancy that meets the conditions as outlined in Article **3:4.3** herein shall be posted as a "temporary vacancy" and open to bidding from any regular employee in the bargaining unit.

3:5.2 All timelines for posting shall be as described in Article **3:3** herein.

3:5.3 Any vacancy created as the result of a regular employee filling a temporary vacancy posting shall be filled in accordance with Article **3:4** herein. Article **3:4.3** shall not be applied in this circumstance.

3:5.4 In the event there are no internal applicants for a temporary vacancy posting, the Board will fill the temporary vacancy in accordance with Article 3:4 herein.

3:5.5 . Upon the completion of a temporary vacancy posting, the **regular** employee shall be returned to his/her previous posted position.

3:6 POSTINGS – INFORMATION

3:6.1 Every posting shall include the following information:

- (1) Classification/level (if applicable)
- (2) Rate
- (3) **FTE**
- (4) Location(s) (if applicable)
- (5) General Description/Duties
- (6) Threshold qualifications
- (7) Existing Area (custodians only) – [for information only]
- (8) Expected start date
- (9) Permanent or Temporary
- (10) Closing Date for applications
- (11) Shift information including start time and whether straight or split (if applicable)
- (12) Posting Identification Number
- (13) Date posting issued
- (14) 10-month or 12-month position

4: APPOINTMENTS AND TRANSFERS

4:1 EFFECTIVE DATE OF PAY RATES

4:1.1 Regular and school-term pay rates pertaining to promotion, transfer and demotion shall become effective from the date of appointment to the position.

4:2 CONDITIONS GOVERNING SELECTION AND APPOINTMENTS

4:2.1 Qualified regular or school-term employees are eligible to apply for a vacant posted position. Where qualifications are equal, the seniority provisions of the Agreement shall be the determining factor in selection.

4:2.2 In the event that there are no qualified applicants from within the bargaining unit interested in a vacancy, notwithstanding Article 3:2.1, the Board may, at its discretion, hire a new employee.

4:2.2.1 The Board may, after consultation with the Union, transfer a present employee. This transfer will only be done where necessary and provided it does not involve any loss of earnings.

4:2.2.2 The employee shall have recourse to the grievance procedure.

4:3 INSTRUCTIONAL SUPPORT

4:3.1 Should a student(s) leave or program(s) or funding cease for a particular student(s) or class(es), every endeavor will be made to place this employee in a classification under Instructional Support, providing the employee possesses the required qualifications.

4:3.2 In the event an employee in a classification under Instructional Support must be moved in accordance with this article, forty-eight (48) hours written notice will be given.

4:3.3 Where no such position exists, the seniority clause as outlined in this Agreement shall be the determining factor.

5: PROBATIONARY PERIOD

- 5:1** Every employee shall serve a probationary period of four hundred and eighty (480) work hours.
- 5:1.2** The probationary period begins immediately upon:
- (1) completion of training, where training is a prerequisite to continued employment; or
 - (2) hire as a Casual; or
 - (3) hire as a new employee to fill a posted position.
- 5:1.3** The probationary period will be served once per employee, except where the employment relationship has been permanently terminated and the employee has been subsequently re-hired.
- 5:1.4** The probationary period for an employee can only be extended by written agreement between the Board and the Union.
- 5:1.5**
- (1) During the probationary period, the Board shall assess both the ability of the probationary employee to satisfactorily complete all the requirements of the classification, and the employee's suitability for continued employment. If the employee does not prove satisfactory, after access to the Grievance Procedure, the employee will be terminated.
 - (2) During the probationary period, the parties agree that the Board is not bound by the "just cause" provision contained in Section 84(1) of the B.C. Labour Relations Code.
 - (3) The Board will provide the employee with written reasons and the employee will have access to the Grievance Procedure at Step 3.

6: TRIAL PERIOD

- 6:1 Every employee who has already completed his/her “probationary period”, upon starting work in a classification in which he/she has not worked and has not completed a trial period as a regular employee within the previous three (3) year period, shall serve a two hundred and forty (240) working hours “trial period”.
- 6:2 During the “trial period“, the Board shall assess the ability of the employee to satisfactorily complete all the requirements of the classification.
- 6:2.1 If the Board determines the employee cannot satisfactorily complete all the requirements of the classification, then the employee will be returned to his/her previous position. The Board shall verbally advise the employee of his/her inability to meet the requirements of the classification, any time prior to the completion of the “trial period”, and provide written reasons to the employee within twenty-one (21) calendar days.
- 6:2.2 The employee may choose to voluntarily return to his/her previous classification at any time within the two hundred and forty (240) working hour trial period by providing his/her supervisor notification in writing. Upon receipt of the written notification by the supervisor, the employee shall be returned to his/her previous position within seven (7) calendar days.
- 6:3 Every employee in the “trial period“ shall have his/her previous position held available throughout the duration of the “trial period”.
- 6:3.1 In the event that the previous position of the employee in the trial period no longer exists at the time the employee is entitled to return to that position, pursuant to Article 6:2.1 or 6:2.3, the employee will have access to Article 11 – Layoff and Recall Procedure.
- 6:4 Any employee who has not already completed his/her “probationary period”, upon starting work in a classification for which he/she has not worked in previously for the Board, shall be considered to be in his/her “probationary period”.
- 6:4.1 If there are more than two hundred and forty (240) working hours remaining in an employee’s “probationary period“, the employee will complete his/her “probationary period” and shall not be required to serve a “trial period”.
- 6:4.2 If there are less than two hundred and forty (240) working hours remaining in an employee’s “probationary period“, the employee will first complete the “probationary period” and will then begin the two hundred and forty (240) working hour “trial period”.

7: **CONDITIONS OF EMPLOYMENT**

7:1 UNION SECURITY

7:1.1 The Board recognizes the Union as the sole and exclusive bargaining agent for all employees affected by this Agreement and for whom the Union has been certified.

7:1.2 The Board agrees not to enter into any agreement or contract with employees of the Board who are members of the Union, individually or collectively, which in any way conflicts with the items and provisions of this Agreement. Any such agreement will be null and void.

7:2 UNION MEMBERSHIP

7:2.1 All employees will be required to become members of the Union and remain members in good standing as a condition of continued employment, in accordance with the Union's constitution and by-laws.

7:3 **DUES CHECK OFF**

7:3.1 The Board agrees to deduct from the earnings of each employee in the bargaining unit, union dues, fees and assessments legally levied, and in the amount communicated to the Board by the Union from time to time. The Board will supply a list of employees and deductions with each remittance. All new employees hired for positions for which the Union has been certified will be deducted from wages an amount equal to union dues and assessments.

7:3.2 When an employee is absent through illness or injury or has been terminated and a grievance is pending, the Board shall continue to pay the employee's union dues so the employee shall be protected to the utmost, provided

7:3.2.1 the employee reimburses the Board for such contributions made on his/her behalf and is at no time more than five (5) months in arrears, and

7:3.2.2 the period of such coverage shall not exceed twelve (12) months except by mutual agreement of the two (2) parties.

7:3.3 When an employee returns to work, the Board shall deduct from his/her earnings any monies owing that the Board has paid out in respect of his/her union dues.

7:3.4 In the event an employee does not return to work, and the employee refuses or neglects on demand at his/her last known address to make restitution for such monies paid out, the Union shall then reimburse the Board for said amount.

7:4 REMITTANCE

7:4.1 Deductions will be forwarded to Local Union No. 31 no later than the 15th day following the end of the pay period in which such deductions were made, together with a list of employees which shall indicate the amount of deductions in each case.

7:5 UNION REPRESENTATIVE BUSINESS

7:5.1 The Union shall inform the Supervisor or designate whenever designated representative(s) of the Union intend to visit District facilities for the purpose of conducting Union business during working hours and as such shall have access and be provided with a letter of introduction for the purpose of conducting Union business. Such visits shall not disrupt or interfere with instruction and/or District operations.

7:5.2 The Union shall provide the Director of Human Resources or designate with a written list of names of the shop stewards by September 1st of each year.

7:5.3 The Union will immediately advise the Board, in writing, when a new Shop Steward is added to the list or a current Shop Steward is removed.

7:6 EMPLOYEE REPRESENTATION

7:6.1 The Union shall appoint or elect Shop Stewards from any employee in the bargaining unit provided:

- (1) the employee has successfully completed his/her probationary period; and
- (2) the employee is a member in good standing in accordance with Article 7:2.1.

The Board will recognize Shop Stewards and will not discriminate against them for lawful Union activity.

7:6.2 No Shop Steward shall leave his/her place of work without obtaining the permission of his/her immediate supervisor. Employee/Shop Steward discussions shall take place where instruction and/or District operations are not affected. Shop Stewards shall be permitted to represent an employee's interests without loss of pay when such meetings are scheduled during the Shop Steward's hours of work.

7:6.3 Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance, the Shop Steward and the employee, where operational requirements permit, shall be given reasonable time ~~off~~ without loss of pay for the purpose of discussion/presentation when the discussion takes place at the employer's place of business.

- 7:6.4 An employee may choose to have a Shop Steward present at any meeting which the Board requires the employee to attend and which the Board believes could reasonably lead to discipline.
- 7:6.4.1 The Board shall notify the employee of the nature of the meeting and of the employee's right to choose to have a Shop Steward present at the meeting. Provided that an undue delay of the appropriate disciplinary action being taken does not occur, such notification shall be provided to the employee at least twenty-four (24) hours in advance of the meeting.
- 7:6.4.2 Article 7:6.2 shall apply to a Shop Steward who is requested by an employee to attend a meeting with the Board under this Article. The required permission of the Shop Steward's immediate supervisor, in order for the Shop Steward to leave his/her place of work, will not be unreasonably withheld.
- 7:6.5 Shop Stewards will endeavor to complete Union business in as short a time as possible.

7:7 MEDICAL EXAMINATIONS

- 7:7.1 Potential new employees being hired may be required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infections or contagious disease.
- 7:7.2 The Board reserves the right to require employees on staff to produce a certificate of medical fitness or to be examined by the Board's physician, including when the employee is in receipt of Weekly Indemnity benefits. In such cases, the Board will bear the cost of required examinations plus time off with pay when it is impossible for such examination to take place other than during normal working hours. The employee may request that an examination required by the Board be undertaken by a physician other than the Board's designated physician by mutual agreement of the parties.
- 7:7.3 When an employee is examined by a physician paid by the Board, and it is found that such employee is not fit to carry on his employment, the physician shall first consult with the employee's personal physician. If, after such consultation, it is found that the employee involved is capable of carrying on in his present classification, he will be reinstated forthwith.
- 7:7.3.1 If, after consultation, the two physicians do not reach an agreement, then a third physician shall be selected by the two physicians to make an examination of the employee and his decision shall be final and binding:
- 7:7.3.2 The cost of the third physician shall be paid equally by both parties to this Agreement.

7:8 TUBERCULOSIS(T.B.) TESTS

7:8.1 Employees may be required as a condition of continued employment, to take TB tests in accordance with policies recommended by the Regional/District Medical Health Officer, and forward the results to the Director of Human Resources for record purposes.

7:9 DRIVER REQUIREMENTS

7:9.1 Employees required to operate a Board vehicle, if required pursuant to the National Safety Code as may be amended from time to time, shall provide a written authorization to the Board, by August 30 of each year, to allow the Board to obtain an official summary of his/her driving record.

7:9.2 Where the Motor Vehicle Branch requires a physical or medical examination, the request shall be promptly complied with by all employees required to operate a Board vehicle. The Board shall pay the cost for all such physical or medical examinations and any time loss during working hours.

7:10 TERMINATION OF EMPLOYMENT

7:10.1 Termination of an employee's employment with the Board will occur as a result of just cause.

7:10.2 Written notice of termination will be given by the Board to both the Union and the employee concerned. If the employee affected wishes, the Board will provide the employee with a written letter giving the reasons for termination.

7:10.3 Where an employee is terminated or resigns, the employee shall, at the time of termination or resignation, return to the Board any uniform, protective clothing, or any other item supplied by the Board.

8: CASUAL AND EXTENDED SERVICE CASUAL EMPLOYEES

8:1 GENERAL

8:1.1 Casual employees and Extended Service Casual (ESC) employees are entitled to a percentage of their straight time pay in lieu of statutory and non-statutory benefits in accordance with Schedule AS. The casual wage rate is stated on Schedule A.5.

8:1.1.2 All casual and ESC employees are excluded from Article 10-Seniority and from Article 11-Layoff and Recall Procedure.

8:2 CASUAL EMPLOYEES

8:2.1 Casual employees will be assigned as determined by the Board.

8:2.2 A casual employee, excluding ESC employees, shall be removed from the casual list where the employee has not been assigned to a casual assignment in a sixty (60) consecutive calendar day period, from the first day of the school year in September to the last day of the school year in June.

8:3 EXTENDED SERVICE CASUAL EMPLOYEES

8:3.1 The following provisions shall apply **only** to employees designated as ESC, in accordance with Article 1:4.1 and 1:4.1.1.

8:3.2 The Board shall assign an ESC from a "classification dispatch list" on the basis of his/her ESC date, subject to Article 8:5.5 herein.

8:3.3 An ESC finishing an assignment and becoming available for further assignment cannot displace a casual or ESC who has been previously assigned by the Board to any work requiring assignment during that ESC's period of unavailability, whether the ESC was unavailable due to being assigned work by the Board or because the ESC was unavailable for any other reason.

8:3.4 In the event that there is more than one work assignment in a classification for which an ESC is available and qualified, the Board will assign the work that is expected to be of longer duration to the ESC with ESC date of longer tenure.

8:3.5 For the purpose of calculating the ESC date, the date on which the employee has accumulated the requisite service, in accordance with Article 1:4.1, shall be considered the ESC date.

8:3.6 There is a requirement that ESC employees be available for work on an as needed basis. Consistent unavailability for work, as defined in Article 8:3.6.1 herein, will be grounds for a review of the employee's work record. Part of such a review will consist of a documented demonstration of the employee's unavailability for work. Consistent unavailability may result in removal from the ESC list.

8:3.6.1 An employee who, due to unavailability, refuses work three (3) times in any twelve (12) month period, when assigned by the Board, shall be considered as consistently unavailable for work. An ESC who refuses work in a classification as a result of accepting an assignment of work in his/her primary classification (as per Article 8:5.6 herefn) will not be considered as having refused work.

8:4 ADDITIONAL WORK - REGULAR/CASUAL/ESC EMPLOYEES

8:4.1 It is the responsibility of a regular employee working less than full time hours to inform the Board, in writing, of his/her desire to be assigned additional work.

8:4.2 Where practicable, such additional work, if available, shall be assigned to a regular employee working less than 1.0 FTE in his/her classification prior to being assigned to a casual or ESC employee.

8:4.3 It is understood that additional work will only be assigned by the Board to a regular employee when the additional work is supplemental to a regular employee's regular posted work and, under no circumstances, will the Board assign additional work to an employee if the assignment of such additional work conflicts with the performance of the regular employee's duties.

8:5 ASSIGNMENT OF WORK TO EXTENDED SERVICE CASUALS

8:5.1 For the purposes of this Article, "primary classification" means the first classification that a Casual/ESC employee has been hired to work in by the Board.

8:5.1.1 For the purposes of this Article, "classification dispatch list" is the list used by the Board for dispatching all of the casual and ESC employees who are qualified for work in that specific classification. Every classification that utilizes casual employees will have its own "classification dispatch list".

8:5.1.2 For the purposes of this Article, "master casual/ESC dispatch list" is the list maintained by the Human Resources Department based upon data maintained in each of the "classification dispatch lists".

8:5.2 The Board shall maintain a "master casual/ESC dispatch list", in the Human Resources Department, containing the following information:

- (1) The names of all casual and ESC employees;
- (2) The date of hire for each employee;
- (3) The ESC date for each ESC employee;
- (4) The casual or ESC employee's "primary classification";
- (5) Any other classification(s) where the Board has established that a casual or ESC is qualified;

- (6) Total hours worked year-to-date in each classification for which the employee is qualified;
 - (7) Total hours worked in employee's probationary period;
 - (8) Date employee last assigned work: and,
 - (9) Date(s) employee has been unavailable for work.
- 8:5.2.1 The Board shall provide the Union with an updated "master Casual/ESC dispatch list" on a quarterly basis – October 1, January 1, April 1 and July 1 each year.
- 8:5.3 The Board shall maintain a "classification dispatch list" for each of Schedules A.1, A.2, A.3, A.4 and A.6 consisting of all the ESC employees who were hired for the purpose of working in a "primary classification" as set out on the applicable Schedule,
- 8:5.4 The Board will assign casual hours of work that are available in a classification in accordance with Article 8:3.2 herein to those ESC employees who are on the dispatch list for the classification in which casual hours are available.
- 8:5.5 An ESC can be dispatched from more than one "classification dispatch list", however, in the event that casual work is available in more than one classification on the same day, the ESC will be dispatched the casual work available in his/her "primary classification".
- 8:6 **TRANSITION FROM CASUAL/ESC EMPLOYEE TO REGULAR EMPLOYEE**
- 8:6.1 In the event that a casual/ESC employee works, in the one year period from July 1 to June 30, eighty percent (80%) of the annual hours stipulated as 1.0 FTE for a classification, upon reaching the required hours for a classification, the ESC will have his/her status changed from a "casual/ESC" employee to a "regular" employee as defined in Article 1:1 herein.
- 8:6.2 For the purpose of calculating a casual/ESC employee's percentage, the following will apply:
- (1) Only hours actually worked by a casual/ESC in the classification that is the subject of calculation will be considered in the eighty percent (80%).
 - (a) For clarification, it is understood and agreed that a normal work week consisting of 40 hours has 2080 hours as the equivalent of 1.0 FTE and a normal work week consisting of 35 hours has 1820 hours as the equivalent of 1.0 FTE.

(b) For further clarification, it is understood and agreed that eighty per cent of the hours in a one year period in a classification with 2080 hours as 1.0 FTE = 1664 hours and with 1820 hours as 1.0 FTE = 1456 hours.

(2) The annual hours for a classification will be determined based on the normal work week for the classification as stipulated in Article 12:1.

(3) All hours worked by a casual/ESC in each classification in which he/she has worked will be reported to the Union on May 1, June 1 and July 1 each year.

8:6.3 Upon determining that a casual/ESC has worked eighty percent (80%) of the required hours in a classification, the Board shall:

(1) Confirm to the employee and the Union, in writing, that the employee's status has been changed to regular; and,

(2) Provide all necessary documentation for participation in the Health and Welfare and Pension Plans in accordance with Article 17:1 and Article 17:2; and,

(3) **Assign** the employee a seniority date in accordance with Article 10.

8:6.4 A casual/ESC employee who has changed status to a "regular" employee shall continue to be assigned work from the casual list until he/she is successful in being awarded a posted position.

8:6.5 A casual/ESC employee who has changed status to a "regular" employee shall receive vacation entitlement as follows:

(1) Article 14:1.7 shall apply to a casual/ESC employee whose status was changed while working in a classification set out in Schedule "A.1" or "A.2"; and

(2) Article 14:1.4 shall apply to a casual/ESC employee whose status was changed while working in a classification set out in Schedule "A.3", "A.4" or "A.6".

8:6.6 There is requirement that a regular employee who has not held a posted position and who is being assigned work from the casual dispatch list be available for work on an as-needed basis. "Consistent unavailability for work" (as defined in Article 8:3.6.1 herein) will be grounds for a review of the employee's status. ~~Part~~ of such a review will consist of a documented demonstration of the employee's unavailability for work. Consistent unavailability may result in termination.

- 8:6.7 A regular employee who has not held a posted position, and who is being assigned work from the casual dispatch list, is required to apply for any posting in his/her primary classification (as denned in Article 85.1) or in the classification in which the employee was working when his/her status was changed to a "regular" employee (pursuant to Article 86.1). Failure to apply for such a posting, or failure to accept a posting upon being awarded same, may be considered as just cause for termination.

9: **SCHOOLTERM**

- 9:1 School-term clerical employees as listed on Schedule “A.3” may work one (1) week after school closing and **one** (1) week prior to school opening.
- 9:2 School-term clerical employees as listed on Schedule “A.3” shall work during the Christmas and spring breaks but may be moved to alternative positions as directed by the Director of Human Resources.
- 9:3 All school-term clerical employees as listed on Schedule “A.3” will be offered available work during the summer break by seniority, providing such employees possess the required qualifications. School-term clerical employees wishing to work cannot displace regular staff and must register their availability for the summer break with the Human Resources Department, in writing, prior to June 15th.
- 9:4 Notwithstanding Article 9:3, it is understood that when clerical placement for summer employment is required at secondary schools, the first opportunity to work will be given to the senior qualified clerical employee at the particular school by way of recognized call back procedures. Other secondary school-term clerical staff will be given recall opportunities prior to other elementary school-term and casuals being utilized. Secondary clerical employees are exempt from Article 11:9-Failure to Report on Recall.
- 9:5 School-term employees classified as Instructional Support, Food Service Worker and Kitchen Assistant are excluded from the opportunity to work during recognized Christmas, spring and summer breaks with their work requirements recognized as being aligned to students being in school. Professional Development days will be recognized as having students in school. Layoff notice as outlined under Article 11 is not required. School-term clerical employees shall not require layoff notice for the summer break as outlined under Article 11.
- 9:6 School-term employees (Instructional Support) assigned to a class or student(s) during the regular school year will be given first preference to work during the summer school session with that class or student(s). School-term employees (Instructional Support), wishing to work must register their availability for the summer break with the Human Resources Department, in writing, prior to June 15th.
- 9:7 School-term employees working less than full-time shifts shall be eligible to receive monetary benefits on a pro rata basis, or as specified.

10: **SENIORITY**

10:1 SENIORITY DATE

10:1.1 An employee's seniority date is established **by** their appointment to a non-temporary regular position or **when** an employee's status has changed from a "casual/ESC" employee to a "regular" employee, pursuant to Article 8:6.1.

10:1.2 Where two (2) or more employees are appointed to a **regular** or school-term position on the same date, their placement **on** the seniority list shall be determined as follows:

10:1.2.1 in order of Extended Service Casual date ranking first,

10:1.2.2 Casuals, **on** basis of hours worked per annum and full-time equivalent (FTE) second, and,

10:1.2.3 third, employees new to the District by random selection.

10:2 SENIORITY LISTS

10:2.1 The Board shall **by** September 1 of each year forward **to** the Union and to each facility, a list of employees in order of seniority, setting **out** the length of seniority as of June 30 of that year. Such seniority dates shall be subject to correction for error **on** proper representation, in writing, **by** the Union.

10:3 LOSS OF SENIORITY

10:3.1 An employee shall only lose his/her seniority, and his/her employment shall be terminated, **in** the event:

10:3.1.1 he/she is discharged for just cause and is not reinstated;

10:3.1.2 he/she resigns;

10:3.1.3 he/she fails to report **on** recall;

10:3.1.4 he/she is laid off for a period of **fifteen (15)** consecutive months.

10:4 SENIORITY DURING TRANSFER OUTSIDE **THE BARGAINING UNIT**

10:4.1 When an employee within the bargaining unit covered by this Agreement receives leave of absence, in writing, with a copy to the Union, to take a position within the Board which is beyond the sphere of the bargaining unit, he/she may retain his/her seniority for a maximum of one (1) year within the former bargaining unit. The starting date of such an appointment shall be posted in the appropriate section. During ~~this~~ leave of absence such employee shall continue to be covered by any benefits provided in this Agreement.

10:4.2 At the end of this period of one (1) year the employee must exercise his/her seniority rights by returning to his/her former unit and position or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he/she must remain within the unit for a minimum period of one hundred and twenty **(120)** calendar days prior to exercising that privilege again.

11: LAYOFF AND RECALL PROCEDURE

11:1 LAYOFF – GENERAL

11:1.1 When in the opinion of the Board, conditions warrant the reduction of the working force, the Board may designate and layoff employees covered by this Agreement in order to effect such reduction. The Board shall designate the employee(s) to be laid off and such employee(s) shall be laid off in accordance with the provisions below.

11:1.2 Each employee in the bargaining unit falls into one of the following categories:

- (1) 12-month employee
- (2) 10-month employee
- (3) Teaching Assistant/Youth Care Worker and Itinerant Youth Care Worker
- (4) ~~Bus~~ Driver.

11:1.3 Each category of employee listed in 11:1.2 has a different procedure, as follows:

11:2 12-MONTH EMPLOYEES

11:2.1 12-month employees designated for layoff shall use the following procedure:

- (1) he/she shall bump the most junior 12-month employee, who possesses **less** seniority, in his/her current level of classification who has the same or greater **FTE**;
- (2) if option 11:2.1(1) is not possible, then he/she shall bump the **most** junior 12-month employee, who possesses less seniority, in his/her current level of classification whose **FTE** is closest;
- (3) if option 11:2.1(2) is not possible, then he/she shall bump the most junior 12-month employee, who possesses less seniority, in the next lower level of his/her classification who has the same or greater **FTE**;
- (4) if option 11:2.1(3) is not possible, then he/she shall bump the most junior 12-month employee, who possesses less seniority, in the next lower level of his/her classification whose **FTE** is closest;
- (5) if option 11:2.1(4) is not possible, then he/she shall bump the most junior 12-month employee, who possesses less seniority, with the same or greater **FTE** in any classification for which he/she is qualified;
- (6) if option 11:2.1(5) is not possible, then he/she shall bump the most junior 10-month employee, who possesses less seniority, in any classification for which he/she is qualified;
- (7) if option 11:2.1(6) is not possible, the employee shall:
 - (a) be deemed laid **off** and be accorded recall rights in accordance with Article 11:8 herein; and,
 - (b) upon receiving written notice from the employer, be dispatched before any casual/ESC employee in any classification for which the employee is qualified.

11:3 IO-MONTH EMPLOYEES

11:3.1 IO-month employees designated for layoff shall use the following procedure:

- (1) he/she shall bump the most junior 10-month employee, who possesses less seniority, in his/her current level of classification who has the same or greater **FTE**;
- (2) if option **11:3.1(1)** is not possible, then he/she shall bump the most junior 10-month employee, who possesses less seniority, in his/her current level of classification whose **FTE** is closest;
- (3) if option **11:3.1(2)** is not possible, then he/she shall bump the most junior 10-month employee, who possesses less seniority, in the next lower level of his/her classification who has the same or greater **FTE**;
- (4) if option **11:3.1(3)** is not possible, then he/she shall bump the most junior 10-month employee, who possesses less seniority, in the next lower level of his/her classification whose **FTE** is closest;
- (5) if option **11:3.1(4)** is not possible, then he/she shall bump the most junior 10-month employee, who possesses less seniority, with the same or greater **FTE** in any classification for which he/she is qualified;
- (6) if option **11:3.1(5)** is not possible, then he/she shall bump the most junior 12-month employee, who possesses less seniority, in any classification for which he/she is qualified;
- (7) if option **11:3.1(6)** is not possible, the employee shall:
 - (a) be deemed laid off and be accorded recall rights in accordance with Article 11:8 herein; and,
 - (b) upon receiving written notice from the employer, be dispatched before any casual/ESC employee in any classification for which the employee is qualified.

11:4 TEACHING ASSISTANT/YOUTH CARE WORKER/ITINERANT YOUTH CARE WORKER

11:4.1 Teaching Assistant/Youth Care Worker and Itinerant Youth Care Worker shall not be laid off during the school year, nor shall he/she have any bumping rights. Any Teaching Assistant/Youth Care Worker and Itinerant **Youth** Care Worker who occupies a position designated for either a full or partial reduction in **FTE** shall be made whole, based on his/her original **FTE** as posted and awarded, and be placed in any position for which he/she is qualified.

- 11:4.2 Every Teaching Assistant/Youth Care Worker and Itinerant Youth Care Worker will be deemed laid **off** at the end of his/her shift **on** the last day of the school year. Unless a position occupied at the end of the school year by a Teaching Assistant/Youth Care Worker has been designated for layoff as determined by Article 11:6.7.1 herein, the Teaching Assistant/Youth Care Worker and Itinerant Youth Care Worker will automatically return to his/her posted position as held at the end of the previous school year. Nothing herein prevents a Teaching Assistant/Youth Care Worker/Itinerant Youth Care Worker from exercising his/her right to bid **on** any other posted position for which he/she is qualified.
- 11:4.3 After the completion of the current school year and prior to the commencement of the **next** school year (during the summer break), the Board will post every vacancy since the commencement of the previous school year and every newly created position that has not previously been subject to the posting procedure.
- 11:4.4 Teaching Assistant, Youth Care Worker **and** Itinerant Youth Care Worker positions shall only be posted during the summer break in accordance with Article 11:4.3 herein and are exempt from any other posting language in the Collective Agreement.
- 11:4.5 Any Teaching Assistant/Youth Care Worker/Itinerant Youth Care Worker who has been made whole in accordance with Article 11:4.1 herein shall bid **on** the available postings issued in accordance with Article 11:4.3 herein. If he/she is able to successfully bid **on** a posting that provides the same or greater FTE **from** which he/she was originally laid **off**, he/she will no longer be made whole. If he/she is unable to successfully bid **on** a posting that provides the same or greater FTE from which he/she was originally laid **off**, he/she will have bumping rights as outlined in Article 11:3.1 herein, however, these bumping rights must be exercised prior to the commencement of the next school year.
- 11:4.5.1 The Board may assign any Teaching Assistant/Youth Care Worker/Itinerant Youth Care Worker being "made whole" (in accordance with Article 11:4.1) to any "vacancy" prior to any "vacancy" being posted. This Article supersedes Article 3.
- 11:4.5.2 The Board may assign any Teaching Assistant/Youth Care Worker/Itinerant Youth Care Worker being "made whole" to any work otherwise performed by a casual/ESC.
- 11:4.6 The Board may assign any Teaching Assistant/Youth Care Worker/Itinerant Youth Care Worker being "made whole" to any supplemental work being assigned to a regular employee in accordance with Article 8:4.

11:5 BUS DRIVERS

- 11:5.1 Bus **drivers** will be laid **off** at the completion of each school year and any reduction in FTE during the school year, whether full or partial reduction in FTE, will be addressed in accordance with Article 20:3.4.

11:6 NOTICE OF LAYOFF

- 11:6.1 The Board will give regular and school-term employees who are laid off or terminated for reason other than just cause, fourteen (14) calendar days' notice, or ten (10) working days' pay in lieu of notice of such layoff or termination except where specified.
- 11:6.2 All notices of layoff or reductions in FTE shall be in writing. If a choice is to be made by the employee the notice shall include all information necessary and relevant to the employee to make any decision available to him/her.
- 11:6.3 Any employee in receipt of written layoff notice and who has an option must reply to the Board in writing within 72 hours (not including weekends or statutory holidays) of receipt of the notice with his/her decision.
- 11:6.4 The Board shall not be required to give written notice of layoff to any 10-month employee/Bus Driver at the end of the school year. All 10-month employees are deemed to be on layoff effective at the end of his/her shift on the last day of the school year.
- 11:6.5 The Board can, in writing, extend the deemed layoff date for any 10-month employee, prior to the end of the school year.
- 11:6.6 Any employee bumping into a higher classification (as determined by hourly rate of pay) shall be required to serve a trial period as specified in Article 6.
- 11:6.7 Any reduction in FTE to an employee in a classification that works forty (40) hours per week shall be deemed a layoff and the employee shall have access to the layoff provisions herein.
- 11:6.7.1 Any reduction in FTE of 10% or greater (compounded) from the original posting for any employee other than employees working 40 hours per week shall be deemed a layoff and the employee shall have access to the layoff provisions herein, however, the employee shall have the choice of accepting the reduction in FTE and staying in his/her current position or exercising his/her layoff rights.

11:7 PAYMENT AT LAYOFF

- 11:7.1 A regular employee shall be entitled to receive on the day of layoff all monies due to him/her including vacation pay.
- 11:7.2 A school-term employee shall be entitled to receive all monies due him/her, including vacation pay, no later than fourteen (14) calendar days following the day of layoff.

11:8 RECALL

11:8.1 Prior to any recall of a laid off regular employee, all vacant regular positions, other than the same regular position that the regular employee was laid off from, shall be posted in accordance with Article 3:3 of this Agreement.

11:8.1.1 A regular employee who is deemed to be laid off pursuant to Article 11 shall be recalled directly to:

- (1) the same regular position that he/she was laid off from, or
- (2) any other position, regardless of the FTE, in any classification on the same Schedule as the regular position from which he/she was laid off, provided that:
 - (i) the posting period specified in Article 3:3.5 has expired, and
 - (ii) the laid off regular employee is senior to any other employee who may have applied for the posted regular position, and
 - (iii) the laid off regular employee has the qualifications to perform the required work of the posted regular position.

11:8.1.2 Articles 11:8.1 and 11:8.1.1 shall not apply to:

- (1) Teaching Assistants, Youth Care Workers and Itinerant Youth Care Workers (who are otherwise covered by Article 11:4 of this Agreement), and
- (2) Bus Drivers (who are otherwise covered by the Letter of Understanding entitled "Posting and Assignment of Bus Driver Work").

11:8.2 A regular employee who has been deemed to be laid off will maintain his/her status as a "regular" employee and will be assigned work prior to any casual/ESC in any classification for which the laid off employee is qualified.

11:8.3 In the event that a regular employee referred to in Article 11:8.1.1 is not recalled to work within a period of fifteen (15) consecutive months from the date he/she was deemed to be laid off, the employee shall lose all seniority and his/her employment with the Board will be terminated.

11:9 FAILURE TO REPORT ON RECALL

11:9.1 Except in the case of illness or other extenuating circumstances, failure to return to work at the time specified will be regarded as voluntary termination of employment. Failure to return to work after seven (7) calendar days of mailing will be grounds for dismissal. The employee affected is held responsible to make a written submission outlining the reasons and be given due consideration as to why his/her employment should be continued.

11:10 EMPLOYMENT ON LAYOFF

11:10.1 It shall not be cause for discharge for any employee to secure and/or accept gainful employment when on layoff provided the employee complies with Article 11:9.1.

12: **HOURS OF WORK**

12:1 HOURS OF WORK/WORK WEEK

12:1.1 The normal work day and work week for employees covered by the Agreement shall be as follows, unless otherwise mutually agreed to by the parties:

12:1.1.1 With respect to the reference of “meal times” in the provisions which follow, the parties agree that all employees who attend work for longer than five (5) consecutive hours are entitled to an unpaid meal break, as determined by the Board, of at least thirty (30) minutes but not more than sixty (60) minutes.

12:1.2 Day Shift

12:1.2.1 Eight (8) hours per day, forty (40) hours per week, exclusive of meal times for classifications included on the following schedules - Wages & Allowances:

- A.1: Maintenance
- A.2: Custodial

12:1.2.2 Up to seven (7) hours per day, thirty-five (35) hours per week, exclusive of meal times for classifications included on the following schedules - Wages & Allowances:

- A.3: Clerical
- A.4: Instructional Support

12:1.3 Afternoon Shift

12:1.3.1 Seven and one-half (7-1/2) hours per day, thirty-seven and one-half (37-1/2) hours per week, exclusive of meal times for classifications included on the following schedules - Wages & Allowances:

- A.1: Maintenance
- A.2: Custodial

12:1.3.2 Up to seven (7) hours per day, thirty-five (35) hours per week, exclusive of meal times for classifications included on the following schedules - Wages & Allowances:

- A.3: Clerical
- A.4: Instructional Support

12:1.4 Night Shift

12:1.4.1 Seven (7) hours per day, thirty-five (35) hours per week, exclusive of meal times for classifications included on the following schedules - Wages & Allowances:

- A.1: Maintenance
- A.2: Custodial

12:2 **SHIFT SCHEDULES**

12:2.1 Shifts and/or hours of work shall be scheduled as follows unless varied by mutual agreement of the Board and the Union:

12:2.2 Day Shift

12:2.2.1 Day shift shall be between the hours of **6:00 a.m.** and **5:30 p.m.** with all hours of work consecutive.

12:2.2.2 The Board may schedule casual/ESC Custodians to work a day shift which straddles the afternoon shift. **In** such circumstances, the scheduled day shift shall **be** between the hours of **11:00 a.m.** and **9:00 p.m.** with all hours of work consecutive. The afternoon shift differential shall **be** paid, pursuant to Article 13:4.1.1, for any day shift work scheduled after **5:30 p.m.**

12:2.3 Afternoon Shift

12:2.3.1 Afternoon shift shall be between the hours of **2:30 p.m.** and **12:00 a.m.** with all hours of work consecutive.

12:2.4 Night Shift

12:2.4.1 Night shift shall be between the hours of **11:30 p.m.** and **7:00 a.m.** with all hours of work consecutive.

12:3 **WORK WEEK**

12:3.1 The work week for regular and school-term employees shall be defined as either:

12:3.1.1 Monday through Friday • Saturday and Sunday off, or;

12:3.1.2 Tuesday through Saturday • Sunday and Monday off, or;

12:3.1.3 Where it is determined that it is **to** the Board's advantage to implement a four day work week/schedule, the Board and the Union shall meet to discuss an implementation plan. **Such** implementation plan shall be mutually agreed between the parties.

12:3.2 In the event the Board's operational requirements necessitate a change in the scheduled Monday through Friday work week for regular and school-term employees, fourteen **(14)** calendar days written notice shall **be** given by the Supervisor or designate to effect such change.

12:3.3 Forty-eight **(48)** hours notice is required upon return to the normal Monday through Friday work week.

12:4 NOTICE OF HOURS OF WORK

12:4.1 Daily hours of work for regular and school-term employees shall not be changed except upon forty-eight (48) hours written notice. If forty-eight (48) hours notice is not given, all time worked outside the hours of work schedule will be paid at the appropriate overtime rate. Daily hours of work for casual employees may be changed upon one (1) day's notice.

12:5 CALL OUT

12:5.1 When an employee has completed his/her regular day or weekly work and is called back to work, the same shall constitute a call out. In such instance, the employee shall be paid a minimum of two (2) hours pay at the applicable overtime rate for the period commencing at the time the employee leaves his/her residence and terminating at the time of return to residence, provided that the employee proceeds to and returns directly from the place of work.

12:6 ON-CALL PREMIUM

12:6.1 For the purposes of this Article, employees in Maintenance (Schedule "A.1") shall mean all classifications except for Trades Foreman - Transportation, Coordinator - Network Systems Support, Software/Helpline Support, and Technical Support - Secondary Schools.

12:6.2 Employees classified as Maintenance (Schedule A.1) shall notify the Director of Facilities and Transportation or designate by December 15th of each year that they wish to be designated as "on-call" for the next calendar year (January 1 through December 31).

12:6.2.1 On-call shall mean the time period specified by the Board during which an off-duty employee is required to be available for work. Such time periods shall be in terms of week(s) and shall be assigned in order of the seniority of those Schedule "A.1" employees making application for "on-call" status.

12:6.2.2 Where a Schedule "A.1" employee is designated as "on-call" the employee shall receive all District emergency calls during the period of time he/she is carrying the pager/cell phone.

12:6.2.3 Where a Schedule "A.1" employee is designated in writing by the Director of Facilities and Transportation or designate to be "on-call" for emergencies the following provisions shall apply:

- 12:6.2.4 The “on-call” employee shall remain within the limits of the City of Abbotsford, shall keep the equipment (i.e. pager/cell phone) with him/her at all times, and shall respond promptly (ex. no greater than twenty (20) minutes) to all emergency calls during the term of the on-call duty.
- 12:6.2.5 The on-call premiums are considered to be a premium only for services rendered outside scheduled working hours and do not bear a direct relationship to an employee’s hourly rate of pay.
- 12:6.2.6 A Schedule “A.1” employee on-call shall be paid at straight time of two (2.0) hours per day, based on the On-Call Pager hourly rate established in Schedule “A.1”. An employee shall be paid at straight time of two and one-half (2.5) hours per day, based on the On-Call Pager hourly rate of pay established in Schedule “A.1” for recognized statutory holidays and weekends.
- 12:6.2.7 A Schedule “A.1” employee designated as “on-call” is authorized to use a District vehicle, if available, to travel from the Maintenance yard to his/her residence and the call-out location and return as required. If no District vehicle is available the applicable mileage rate (pursuant to Board policy) will apply provided the employee is called out.
- 12:6.2.8 Schedule “A.1” employees required to attend a District facility while on-call shall:
 - 12:6.2.8.1 establish the reason for the call,
 - 12:6.2.8.2 secure the facility; secure the intrusion alarm system,
 - 12:6.2.8.3 clean up all debris, glass, water, etc., to minimize the hazard and prevent further damage,
 - 12:6.2.8.4 dispatch appropriate employee(s), (this requires the prior authorization of the Director of Facilities and Transportation or designate),
 - 12:6.2.8.5 unless previously notified under Article 12:6.2.8.4, report incident(s) to the Director of Facilities and Transportation or designate immediately or the following morning, as circumstances warrant, and
 - 12:6.2.8.6 maintain the prescribed log of calls and submit same to the Director of Facilities and Transportation or designate weekly.

12:7 REST PERIODS

- 12:7.1 All employees working seven (7) hours or more shall be allowed two fifteen (15) minute uninterrupted paid rest periods each working day (one in each half of their shift). Employees working less than seven (7) hours shall receive one fifteen (15) minute rest period.

- 12:7.2 If an employee is requested to extend his/her shift prior to the end of his/her regular day's work such a request shall not constitute a call out. However, in such cases the employee shall be entitled to a fifteen (15) minute paid rest break before extending his/her shift.
- 12:7.3 For the purpose of this article, rest periods will **not** apply to bus drivers unless he/she drives for more than five (5) consecutive hours.

12:8 EMERGENCY CONDITIONS

- 12:8.1 When weather conditions or emergency situations make regular work impractical or impossible, employees may be required to perform work not normally required in his/her job and, therefore, the requirements of the moment shall determine the **type** of work to be performed. Such work shall be within the scope of the certified unit. It is understood that **an** employee shall **not** be expected to perform a task for which he/she is not adequately trained. Employees with a physical impairment shall not be assigned to such work where the impairment endangers themselves or others.
- 12:8.2 Where an employee is scheduled and reports for work and **no** work is available such employee shall be paid for a minimum two (2) hours or, he/she may elect to be employed elsewhere, if work is available. **In** the event that an employee commences work, a minimum of four (4) hours shall be paid. All casual employees who are scheduled and report to work shall be paid for two (2) hours and may not elect to continue working.
- 12:8.3 Emergency overtime snow removal work shall be offered to regular employees in the following order:
- (a) General Maintenance understood to be "Grounds",
 - (b) Schedule A, 1 employees, in order of overall seniority,
 - (c) any other regular employees in this bargaining unit, in order of overall seniority,
 - (d) any extended service casual or casual employees in this bargaining unit, in order of overall seniority.
- 12:8.3.1 Those employees noted in (c) and (d) above shall notify **the** Director of Facilities and Transportation or designate by October 1st of each year that they **are** available for emergency overtime **snow** removal for the upcoming winter months.
- 12:8.3.2 Notification of intent shall be submitted in writing and should include name, seniority date, department, and a primary telephone number. It shall be the responsibility of the employee to keep the Director of Facilities and Transportation or designate notified of his/her current telephone number.

13: REMUNERATION

13:1 WAGES AND SALARIES

13:1.1 Employees will be paid on a two-week payroll basis. All payments will be made by direct deposit every second Friday to the bank or credit union of the employee's choice located within the School District. A pay statement will be provided following the end of each two-week period detailing the gross pay and deductions. It is the employee's responsibility to keep the Human Resources Department notified of his/her current address, telephone number and bank account number.

13:1.2 Regular rates of pay for categories covered by this Agreement shall be provided for in Schedules "A"-Wages and Allowances, which follows and forms part of this Agreement. These Schedules shall not bind the Board to create or fill any position within the classifications set out therein.

13:1.3 When a new classification of employment is established or a new position(s) is created within an existing classification for which rates of pay are not included in Schedules "A" of this Agreement, such position(s) shall be subject to negotiation between the parties. The rate(s) established shall be retroactive to the date of implementation.

13:1.3.1 If the parties are unable to reach agreement on the negotiated wage rate for the new job classification, then the dispute will be settled through the arbitration procedure of this Agreement.

13:1.4 No employee shall suffer a loss of his/her hourly rate of pay because of the signing of this Agreement.

13:2 OVERTIME

13:2.1 Authorized overtime shall be paid in accordance with the following provisions and all overtime will be on a voluntary basis except in the case of real emergency.

13:2.2 When overtime becomes necessary in order to complete a particular task or assignment such overtime shall be offered first to the incumbent employee at the conclusion of his/her shift.

13:2.3 When overtime becomes necessary after employees have completed their regular day or weekly work, such overtime shall be offered in order of seniority by classification, department, and where qualified, at each District work site.

13:2.4 All hours worked in excess of a full shift as outlined in Article 12:1 shall be paid at the rate of time and one-half (1-1/2) for the first three (3) hours and thereafter double (2) the employee's regular hourly rate of pay.

13:2.4.1 Bus Drivers participating in the "equalization pool" shall be paid overtime at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) per week (Monday to Friday).

- 13:2.4.2 Bus Drivers not participating in the "equalizationpool" shall be paid overtime at the rate of time and one-half (1-1/2) for the first three (3) hours in excess of eight (8) hours and thereafter double (2) the employee's regular hourly rate of pay.
- 13:2.5 All hours worked outside the employee's hours of work schedule and qualifying for overtime in accordance with the provisions of Article 12:3 shall be paid at the rate of time and one-half (1-1/2) for the first four (4) hours and thereafter double (2) the employee's regular hourly rate of pay.
- 13:2.6 Work performed on an employee's first day of rest (normally Saturday) shall be at time and one-half (1-1/2) for the first four (4) hours and thereafter double (2) the employee's regular hourly rate of pay.
- 13:2.6.1 Work performed on an employee's seventh (7th) shift shall be paid at double (2) the employee's regular hourly rate of pay.
- 13:2.6.2 Work performed on statutory holidays or days observed as such shall be paid at double (2) the employee's regular hourly rate of pay in addition to pay for such statutory holiday.
- 13:2.7 Except as provided elsewhere in this article, employees working less than a full shift shall not be entitled to the overtime provisions of this article until they have worked the number of hours applicable to the related full shift.
- 13:3 BANKING OF OVERTIME.
- 13:3.1 Where an employee desires to bank his/her overtime as outlined in Article 13:2-Overtime, for the purpose of additional vacation (hereinafter referred to as "V/O", Vacation Overtime), he/she shall request, complete and return a form (Form HR26SS) supplied by the Board to the Human Resources Department.
- 13:3.1.1 Where an employee has requested banking of his/her overtime in accordance with Article 13:3.1, the employee shall indicate on his/her time sheet overtime hours which are to be banked as "V/O" in accordance with this Agreement, and overtime hours which are to be paid as overtime in accordance with this Agreement.
- 13:3.2 Overtime which is accumulated as V/O shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as accumulated. (For example, one (1) hour worked at time and one half equals one and one half (1-1/2) hours banked V/O.) When a regular employee leaves the Board, all accumulated hours in the employee's V/O bank will be paid out in total.
- 13:3.3 A regular or school-term employee may accumulate an unlimited number of V/O hours.
- 13:3.3.1 An employee must provide a written request to his/her management supervisor to use V/O hours from hisher V/O bank prior to the hours being withdrawn.

- 13:3.3.2 The Board's response to the employee's written request shall also be in writing, and shall be based on operational requirements as determined by the Board. The Board will not unreasonably deny an employee's request for use of his/her banked V/O hours.
- 13:3.3.3 An employee who has hours available in his/her V/O bank can withdraw those hours in increments of any size, provided there is mutual agreement between the Board and the employee as to the number of hours to be withdrawn and there are sufficient hours available in the employee's V/O bank.
- 13:3.4 Should too many regular employees request their V/O at the same time, seniority would be the deciding factor.
- 13:3.5 Accumulated V/O shall be taken by or paid out in full to the employee on June 30. The Board will keep a record of all banked V/O which will be made available to the employee through the Payroll Department.
- 13:3.6 Banked Overtime does not take priority over Article 14:2-Vacation Periods.
- 13:3.7 With the provision of ten (10) working days written notice to the Payroll Department, an employee shall receive on his/her next paycheque monies accumulated in his/her V/O bank.

13:4 **SPECIAL ALLOWANCES**

13:4.1 Shift Differential

- 13:4.1.1 Employees working on the afternoon or night shifts shall be paid the appropriate shift differential allowance as provided in Schedule "A.7" - Miscellaneous.

13:4.2 Leadhand

- 13:4.2.1 A leadhand, when so designated by the Manager/Supervisor for the area or his/her designate, shall be defined as an employee who shall direct the work of other employees while performing similar work himself.
- 13:4.2.2 A leadhand shall not have the authority to hire, fire, suspend or discipline employees and shall be a member of the Union in accordance with Article 7:2.1 herein.
- 13:4.2.3 Designation shall be on the basis of qualifications and ability with due regard to seniority.
- 13:4.2.4 A leadhand shall receive special allowance as provided in Schedule A.7 -Miscellaneous.

13:4.3 First Aid

13:4.3.1 Providing an employee holding a valid First Aid Certificate is designated in writing by the Board and is required to act as a First Aid Attendant in a facility, the Board shall pay the designated employee an allowance in accordance with Schedule "A,7" of this agreement for performing duties of the First Aid Attendant:

- (a) in a facility as determined by the Board requiring basic Level I First Aid;
- (b) in a facility as determined by the Board requiring Level II First Aid.

13:4.3.2 The allowance shall be considered a premium only for services rendered and shall not bear a direct relationship to an employee's hourly rate of pay.

13:5 PAY FOR CHANGE IN CLASSIFICATION

13:5.1 When a qualified employee is assigned, in writing, to substitute in a position and perform the duties in a higher wage category, he/she shall receive the rate of pay for the higher rated wage category.

13:5.2 A copy of the above correspondence must be forwarded to Payroll in conjunction with the employee's time sheet for recognition.

14: ANNUAL VACATIONS

14:1 ANNUAL VACATIONS WITH PAY

- 14:1.1 12-month employees covered by this Agreement shall receive in each calendar year, an annual vacation with pay, **subject to Article 14:1.8**, based on length of continuous employment to the last day of the previous calendar year.
- 14:1.2 Regular and school-term employees who have been continuously employed for less than a twelve (12) month period but are on the payroll at June 30th, shall be considered to have completed, for vacation purposes only, their first calendar year of service.
- 14:1.3 Except as provided in Article 14:1.8, a 12-month employee who has completed his/her first calendar year of service shall receive one (1) working day with pay per **full** month of service, to a maximum of ten (10) working days with pay, pro-rated **to F.T.E.**
- 14:1.3.1 Where an existing 10-month employee transfers or posts from a school-term position to a 12-month position, vacation entitlement will be calculated in accordance with Article 14:1.3 and the appropriate percentage provided in Article 14:1.7.
- 14:1.4 School-term employees shall receive the applicable percentage of vacation entitlement (i.e. 4%, 6%, **8%**) of their **gross** earnings for the calendar year payable at the conclusion of each pay period, **as** provided in Article 14:1.7.
- 14:1.5 Casual and Extended Service Casual employees shall receive the appropriate vacation entitlement percentage as set out in The Employment Standards Act, calculated on their gross earning for each pay period.
- 14:1.6 12-month employees leaving the service of the Board shall receive vacation pay on the basis of the applicable percentage of their **gross** earnings for the calendar year in which they leave the service of the Board, as outlined in the vacation table, **less** any vacation pay received under Article **11:7**; and if termination occurs before the 12-month employee has taken the annual vacation due under this section, the 12-month employee shall receive the vacation pay due.

14:1.7 **12-month** employees who have completed two (2) or more years of continuous service shall receive annual vacation at regular rates of pay or the percentage of gross earnings, whichever is greater, as shown in the following table:

COMPLETE YEARS OF SERVICE	NUMBER OF DAYS IN ANNUAL VACATION	PERCENTAGE OF GROSS EARNINGS DURING PRECEDING CALENDAR YEAR
2	10	4.0
3 to 5	15	6.0
6 to 12	20	8.0
13 to 17	25	10.0
18	26	10.4
19	27	10.8
20	28	11.2
21	29	11.6
22	30	12.0
23	31	12.4
24	32	12.8
25	33	13.2
26	34	13.6
27 and over	35	14.0

14:1.8 **12-month** employees who, due to layoff or unpaid leave of absence, have not received pay during a 4-week period of the preceding calendar year shall not be entitled to pay at their regular rate of pay but only at the percentage of their **gross** earnings for the preceding calendar year applicable to their years of continuous employment.

14:2 VACATION PERIODS

14:2.1 Wherever possible, annual vacations shall be arranged at the time requested by the **12-month** employee. In cases where **two** or more **12-month** employees request the same time and it is not possible to grant the request to all the **12-month** employees concerned, seniority shall be the guiding factor.

14:2.2 On or before April 1st of each calendar year, **12-month** employees shall make application for annual vacation on forms supplied by the Board, and on or before April 30th the relevant Supervisor shall notify the **12-month** employees of the approved annual vacation. Applications made after April 30th may not be approved as requested and it should be understood that a senior **12-month** employee within a department or school who requests a change to his/her vacation period subsequent to April 30th cannot override a junior **12-month** employee whose vacation period(s) has been approved in accordance with the above.

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- 14:2.3 In the event of promotion, transfer or demotion to another position, the regular employee's vacation period will be subject to review and may be changed by mutual agreement of both parties.
- 14:2.4 Annual vacations are not accumulative and ~~must~~ be taken in the calendar year of entitlement.

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15: **STATUTORY HOLIDAYS**

15:1 **QUALIFICATIONS**

15:1.1 Each regular and school-term employee who has received remuneration for at least fifteen (15) days in the thirty (30) day period immediately prior to or immediately following the general holiday, shall receive at the time of the general holiday one (1) day's pay based on the employee's regular daily rate as holiday pay for each of the following holidays or days observed in lieu thereof:

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

and any other general holiday proclaimed by the Federal or Provincial Government.

15:1.2 School-term employees working less than full-time hours shall receive statutory holiday pay based on the average daily hours worked in the qualifying period as outlined in Article 15:1.1.

15:1.3 Casual and Extended Service Casual employees shall receive four percent (4%) statutory holiday entitlement calculated on their gross earnings, exclusive of overtime, for each four (4) week payroll period.

15:2 **HOLIDAYS AND REGULAR SCHOOL DAYS**

15:2.1 Should the schools be required to be in session on any general holiday, regular employees required to work on such a holiday will be granted an alternate day off in lieu of the general holiday worked. The alternate day off will be taken at a mutually acceptable time, but not later than the conclusion of the regular employee's next annual vacation.

15:3 **DAY OFF IN LIEU**

15:3.1 When any of the above holidays fall on a regular employee's normal day of rest or during a regular employee's annual vacation, and no other day is declared in substitution thereof, the regular employee shall receive a day off in lieu of the holiday at his/her regular daily rate of pay, such day to be determined by mutual agreement between the regular employee and his/her Supervisor but not later than the conclusion of the regular employee's annual vacation.

15:3.2 Should one of the above holidays fall on a school-term employee's normal day of rest he/she shall receive a day off in lieu of the holiday at his/her daily rate of pay.

15:4 UNAUTHORIZED ABSENCE

15:4.1 In the case of an unauthorized absence on the day before or the day after a general holiday, entitlement to the provisions of this article will be forfeited.

16: LEAVE OF ABSENCE

16:1 UNION BUSINESS

16:1.1 Negotiations

16:1.1.1 Eight (8) employees as designated by the Union, being members of the bargaining committee of the Union, shall be allowed leave of absence with pay, as outlined in the attached Letter of Understanding titled "Union Bargaining Committee". for the purpose of contract negotiations with the Board.

16:1.1.2 The Union may designate additional committee members with the prior written approval of the Board. Any such additional committee members shall be allowed leave of absence, without pay, unless otherwise agreed to in writing between the parties.

16:1.2 Union Conventions and Seminars

16:1.2.1 Upon written request from the Union, the Board will grant leave of absence without pay for attendance at Union conventions and/or seminars to not more than four (4) employees at any one time provided representation is by mutual agreement of both parties. Total absence allowed for this purpose shall not exceed forty (40) man-days in one year. It is understood that the Board will bill the Union for the cost of wages and benefits of such employees.

16:1.3 Union Positions

16:1.3.1 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 Board for a period of up to one year. This leave may be renewed for an additional period of up to one year by mutual agreement. It is understood that the Board will bill the Union for the cost of wages and benefits of such employees.

16:1.3.2 At the end of the period granted in Article 16:1.3.1, the employee must exercise his/her seniority rights by returning to his/her former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he/she must remain with the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege again.

16:1.3.3 Where an employee exercises his/her seniority rights by returning to his/her former unit, he/she will be returned to a comparable position.

16:2 PERSONAL INJURY

16:2.1 When an employee meets with a personal injury while on duty which prevents him/her from completing his/her scheduled shift and the injury requires medical care, the employee will be compensated for his/her scheduled shift on that day. The employee is required to complete and submit the **"Worker's Report of Injury or Occupational Disease to Employer"** form not later than the following day. Compensation payments will be made directly to the employee by the Workers' Compensation Board upon acceptance of claim.

16:3 PREGNANCY LEAVE

16:3.1 A pregnant employee shall be granted upon request a leave of absence as provided for in Part 6 of the Employment Standards Act.

16:3.1.1 Such requests shall be made in writing four (4) weeks before the employee proposes to begin leave to the Human Resources Department accompanied by a certificate from the employee's physician estimating the date of birth. Employees wishing extended leave must make application in accordance with the provisions of this article.

16:3.1.2 Where an employee requires additional information, such requests may be made to the Human Resources Department.

16:3.2 The Board reserves the right to require the employee to commence pregnancy leave when the employee's duties cannot be reasonably performed.

16:3.2.1 Such a leave must continue until the Board is provided with a medical certificate indicating that the employee can resume the regular duties of her position.

16:3.3 While an employee is on pregnancy leave, employment is considered to be continuous for the purpose of establishing entitlement to annual vacations, etc. During the absence all pension, medical and other plans continue provided the employee pays the requisite costs of any jointly paid benefit plans.

16:3.4 While on pregnancy leave, an employee may choose to post for another position, subject to Article 3:3 of the Collective Agreement.

16:4 PARENTAL LEAVE

16:4.1 An employee shall be granted upon request a parental leave as provided for in Part 6 of the Employment Standards Act.

16:4.2 An employee granted leave under Article **16:3.1**, who chooses not to return to work at the expiration of that leave, must apply in writing to the Human Resources Department for Parental Leave without pay four (4) weeks prior to the expiration of her leave.

16:4.3 In the event that both parents are employees of the District, leave granted under Article 16:3.1 and 16:4.1 shall be granted to only one parent at any one time. Such leave granted under Article 16:4 must be continuous.

16:4.4 An employee returning from Parental Leave without pay shall notify the Board four (4) weeks in advance. Where it is not possible to return an employee to his/her original position, he/she shall be returned to a comparable position.

16:4.5 While on parental leave, an employee may choose to post for another position subject to Article 3:3 of the Collective Agreement.

16:5 EXTENDED PARENTAL LEAVE

16:5.1 An employee shall be granted extended parental leave in accordance with Part 6, Section 51(2) of The Employment Standards Act.

16:6 USE OF SICK LEAVE

16:6.1 If, at the end of the agreed upon period of leave, an employee is unable to return to duty because of ill health, the employee shall present the Board with an acceptable medical certificate and shall qualify for the sick leave provisions subject to Article 17:4-Sick Leave.

16:7 EARLY RETURN AND EMERGENCY SITUATIONS

16:7.1 In the case of an incomplete pregnancy, death of the child, or other special situations, an employee may return to duty earlier than provided in the agreed upon leave to their previous position;

16:7.1.1 an employee intending to make an earlier return to duty will submit a written application to the Human Resources Department and a medical certificate twenty-one (21) calendar days in advance;

16:7.1.2 in emergency situations, the employee's application for leave will be considered on seven (7) calendar days notice;

16:8 ASSIGNMENT

16:8.1 An employee returning from short-term pregnancy or parental leave shall be assigned to the same position held prior to the leave. Where the employee cannot be returned to his/her previous position, or where continuity and stability in the assignment may be affected, the employee shall be returned to a comparable position.

16:8.2 An employee returning from parental leave shall be assigned to a comparable position within the District.

16:8.3 These items notwithstanding, an employee may choose to apply for another position subject to Article 3 – Job Postings.

16:9 PATERNITY LEAVE

16:9.1 On the birth of a child or in the case of adoption or legal guardianship, the father may apply in writing to the Board and shall be granted one (1) day paternity leave with pay.

16:10 BEREAVEMENT

16:10.1 Regular and school-term employees shall be granted up to five (5) days leave of absence with pay following notification of a death in their immediate family, being spouse, son or daughter, parent or guardian.

16:10.2 Regular and school-term employees shall be granted up to three (3) days leave of absence with pay following notification of a death in their immediate family (i.e. brother, sister, mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law). Provided the employee attends the funeral and that day is one other than one of the days above, the employee shall be compensated at his/her regular straight time hourly rate for hours lost from his/her regular schedule on the day of the funeral. Days taken are to be consecutive and cannot be split once notice of death is received by employee.

16:10.3 If necessary, additional leave without pay shall be granted for travel and estate affairs.

16:10.4 If necessary, up to one-half (1/2) day will be granted without loss of pay to attend a funeral as a pall-bearer provided such employee notified, in writing, his/her Supervisor or the Human Resources Department for Clerical and Instructional Support employees.

16:11 JURY DUTY

16:11.1 The Board will pay a regular or school-term employee who is required to serve as a juror or is subpoenaed as a witness, the difference between his/her normal daily earnings and the payment he/she received for jury or witness service. The employee will present proof of service and the amount of pay received before payment is made.

16:11.2 A regular or school-term employee on any shift other than day shift, shall be given sufficient time after court to have reasonable time to rest or to prepare himself/herself for work.

16:11.3 Period of rest shall not be greater than the prescribed time spent in court, including traveling time to a maximum of two (2) hours.

16:11.4 Employee(s) involved may be reassigned by his/her Supervisor.

16:11.5 Regular and school-term employees shall be compensated for such time at his/her regular rate of pay.

16:12 OTHER

16:12.1 Leave of absence without pay may be granted to any employee requesting such leave for good and sufficient cause. All employees must abide by the current policy and procedure of Leave of Absence, Unpaid, by completing Form HR14. Leave of longer than one month granted under this article shall be at **no cost** to the Board.

16:13 LONG TERM SERVICELEAVE (Without Pay)

16:13.1 The Board shall grant long term service leave to employees having seven (7) calendar years of service. This leave may be applied for once every seven (7) years.

16:13.2 Leave will normally be granted one (1) year at a time. Availability of a suitable replacement is necessary criteria for granting of this leave. No more than five (5) employees may be granted leave under this article in any given year.

16:13.3 Written application must be made prior to March 15.

16:13.4 Intention to return the following year must be given in writing to the Director of Human Resources or designate prior to March 31 of that year.

16:13.5 On return from leave, the provisions of Articles 3:4,7 and 3:4,8 shall apply.

16:13.6 The following criteria apply to leave granted under this article:

16:13.6.1 current Teamsters' National Benefit Plan benefits shall be discontinued for the duration of the leave. Employee(s) may be eligible for continuing benefits (self-pay provision),

16:13.6.2 the period of leave shall not be considered continuous service for the purposes of pension contributions and vacation entitlement,

16:14 EDUCATIONALLEAVE (Without Pay)

16:14.1 After three (3) or more years of employment with the Board, on application, an employee shall be eligible for educational leave.

16:14.2 Leave will normally be granted for up to one (1) year at a time. If the program of studies being undertaken is of a longer duration than one (1) year, the employee must re-apply for additional leave. No more than five (5) employees may be granted leave under this article in any given year.

- 16:14.3 Written application must be made prior to March 15.
- 16:14.4 Intention to return the following year must be given in writing to the Director of Human Resources or designate prior to March 31 of that year.
- 16:14.5 On return from leave, the provisions of Articles 3:4.7 and 3:4.8, shall apply.
- 16:14.6 The following criteria apply to leave granted under this article:
- 16:14.6.1 current Teamsters' National Benefit Plan benefits shall be discontinued for the duration of the leave. Employee(s) may be eligible for continuing benefits (self-pay provisions),
- 16:14.6.2 the period of leave shall not be considered continuous service for the purposes of pension contributions and vacation entitlement,
- 16:15 LEAVE FOR PERSONAL BUSINESS
- 16:15.1 An employee may utilize one-half (1/2) day total accumulated sick leave credit each calendar year for personal business leave. Such time may be granted in portions not to exceed one-half (1/2) day total.
- 16:15.2 For the purposes of this article, Personal Business Leave shall be defined as medical, dental, legal/financial appointments, family matters, or bereavement not covered under Article 16:10, where such business cannot be conducted outside the employee's regular hours of work.
- 16:15.3 The employee must apply, in writing, to his/her supervisor with a copy to the Human Resources Department with reasonable notice prior to the time requested, stating the reasons for the request. Approval of such requests will be subject to work schedules and continuity and stability in the assignment.
- 16:15.3.1 In the event notice cannot be given, the employee shall advise his/her supervisor prior to leaving the worksite and shall submit confirmation of the request upon return. The problem must be one of major importance not a mere convenience.
- 16:15.4 It is not the intent of this provision to provide extension of vacations and/or holidays. If, however, due to factors outside the employee's control, the leave for personal business is required immediately preceding or following a vacation and/or holiday, then such leave shall be granted provided the provisions of this article are adhered to.
- 16:15.5 Employees working less than 1.0 FTE will be granted such leave on a pro rata basis. Leave shall not be granted if an employee has depleted his/her accumulated sick leave credits.

16:16 AUGMENTATION OF PERSONAL BUSINESS LEAVE

16:16.1 A regular, school-term, or probationary employee may **carry** over to the subsequent calendar year unused sick leave credits (Article 17:4.1-Sick Leave) **on** a full-time equivalent (FTE) basis, for the purposes of augmenting his/her leave for personal business (Article 16:15). Sick leave credits carried over for the purposes of leave for personal business shall not accumulate and must be utilized within the following calendar year. Such **carry** over shall be in accordance with the following schedule:

16:16.1.1 three (3) but **less** than four (4) non-accumulated sick leave credits as of December 31 of the calendar year, the employee shall be entitled to **carry over** one-half (1/2) day for the purposes of leave for personal business;

16:16.1.2 four (4) but less than five (5) non-accumulated sick leave credits as of December 31 of the calendar year, the employee shall be entitled to carry over one (1) day for the purposes of leave for personal business;

16:16.1.3 five (5) or more, to a maximum of six (6), non-accumulated sick leave credits as of December 31 of the calendar year, the employee shall be entitled to carry over one and one-half (1-1/2) days for the purposes of leave for personal business.

16:16.2 It is not the intent of this article to provide for the accumulation of sick leave credits. 1

16:17 LEAVE FOR ELECTIVE OFFICE OR PUBLIC SERVICE

16:17.1 When a regular or school-term employee is nominated to contest a municipal, provincial or federal election and requires leave, he/she shall provide a written application for leave of absence, without pay, during the election campaign. The employee shall be responsible for benefit premiums while **on** unpaid leave of absence.

16:17.2 Should the employee be elected as a Member of the Legislative Assembly or Member of Parliament, he/she shall resign his/her position thirty (30) calendar days following his/her election.

16:18 EARLY RETIREMENT INCENTIVE PLAN

16:18.1 The Board will pay an allowance to regular or school-term employees who resign from the School District before reaching age 64, subject to the following conditions:

The employee must:

- have been actively at work on a regular and continuing basis for the previous twelve (12) month period,
- be age 55 or over,
- have completed ten (10) years of service in this District,
- submit an application to the Human Resources Department no later than June 30 in the year in which they wish to retire.
- retire from employment in this District prior to his/her 64th birthday.

16:18.2 An eligible employee shall receive a financial incentive of \$10,000 prorated to his/her average FTE over his/her total years of service.

16:18.3 The financial incentive for regular and school-term employees shall be paid once only.

16:18.4 Employees are no longer eligible to participate in the benefit plans.

16:18.5 An employee, who has resigned and received the early retirement incentive pursuant to this Article, may apply to be rehired as a casual employee by the Board, subject to the following conditions:

- (1) The decision as to whether the resigned employee should be rehired as a casual employee shall be at the sole discretion of the Board;
- (2) If rehired as a casual employee, the resigned employee shall be considered as a new employee for all purposes of the Collective Agreement; and
- (3) A resigned employee who is rehired as a casual employee cannot thereafter apply for or achieve the status or designation of a regular employee in any circumstance whatsoever.

17: EMPLOYEE BENEFITS

17:1 TEAMSTERS' NATIONAL PENSION PLAN

17:1.1 Participation

17:1.1.1 It is agreed that The Board of Education of School District No. 34 (Abbotsford) (the "Employer") will participate throughout the life of the Collective Agreement negotiated with Teamsters Local Union No. 31 (the "Union") in the Teamsters' National Pension Plan (the "Plan") as amended from time to time.

17:1.2 Eligibility Conditions

17:1.2.1 Subject to Articles 17:1.2.2 and 17:1.2.3, any eligible employee, employed pursuant to this Agreement, shall join the Plan on the first day of the month coincident with or immediately following the date on which the employee is hired as a "regular" or "school-term" employee.

17:1.2.2 Notwithstanding Article 17:1.2.1 above, any eligible employee employed pursuant to the Collective Agreement, who has been covered under the Plan within the thirty (30) day period immediately prior to the date on which he/she commences work with the Employer, and who is hired as a "regular" or "school term" employee, shall join the Plan on the latter of the date referred to in Article 17:1.2.1 above or the day following termination of his/her previous coverage.

It is understood that any person who is not subject to the terms of this Agreement, except as provided by Article 10:4.1 herein, or any person employed on the basis of being a dependent contractor is not eligible to participate in this Plan.

17:1.2.3 A "casual" or "ESC" employee who is hired by the Board into a regular or school term position shall join the Plan in accordance with Article 17:1.2.1 above, however, if the "casual" or "ESC" employee does not successfully complete his/her Trial period, in accordance with Article 6 of the Collective Agreement, and reverts to "casual" or "ESC" status, he/she will be ineligible for continued benefits under the Plan, and coverage will cease effective the last day of the month in which the reversion to "casual" or "ESC" status occurred.

17:1.3 Benefits

17:1.3.1 Benefits provided by the Plan are established by the Pension Plan Board of Trustees (the "PP Trustees").

17:1.4 Contributions

17:1.4.1 The cost of contributions to the Plan shall be borne wholly by the Employer.

17:1.4.2 Contributions shall be made on a calendar month basis for each eligible employee and the Employer shall submit the total contribution to the Trust aforesaid, not later than the twentieth (20th) day of the following month.

17:1.4.3 The Employer shall contribute in respect of each eligible employee in accordance with Schedule A.7 of the Collective Agreement.

17:1.4.4 The following shall be deemed to be periods of work for which contributions are required to be paid by the Employer:

- All straight time hours
- All paid overtime hours
- Periods of paid vacation
- Paid jury duty
- Paid sick leave
- Paid bereavement leave
- Paid statutory holidays
- Paid Augmentation of Personal Business Leave
- Usage of banked overtime (determined in hours at current hourly rate)

No contributions are required to be paid for:

- Change in shift penalty
- Call time - where a call involves a four (4) hour minimum embodying call time and hours worked, contributions are only required for hours worked
- Severance allowance
- On-Call premium paid in accordance with Article 12:6
- Non-work hours as described in Article 17:1.5.1 hereunder

17:1.5 Non-Work Hours

17:1.5.1 In order that the Pension Plan Trustees may properly adjudicate any pension credits that may be due to an employee during periods of absence from work due to disability, the Employer agrees to provide to the Plan Administrator, on a monthly basis, a report of all hours of work lost by any employee due to disability for which the employee is receiving temporary time loss benefits from the Workers Compensation Board (WCB), Weekly Indemnity (WI), or Long Term Disability (LTD) benefits under a group insurance plan provided pursuant to this Agreement. or Pregnancy/Parental benefits under the Employment Insurance Act.

This report shall be provided no later than the twentieth (20th) day of the month following the month in which the employee suffered loss of hours due to disability or pregnancy/parental leave.

17:2 TEAMSTERS' NATIONAL BENEFIT PLAN

17:2.1 Participation

17:2.1.1 It is agreed that The Board of Education of School District No. 34 (Abbotsford) (the "Employer") will participate throughout the life of the Collective Agreement negotiated with Teamsters Local Union No. 31 in the Teamsters' National Benefit Plan (the "Plan").

17:2.2 Eligibility Conditions

17:2.2.1 Subject to Articles 17:2.2.2 and 17:2.2.3 below, any eligible employee employed, pursuant to the Collective Agreement, shall join the Plan on the first (1st) day of the month coincident with or immediately following the date on which the employee is hired as a "regular" or "school-term" employee.

17:2.2.2 Notwithstanding Article 17:2.2.1 above, any eligible employee employed pursuant to the Collective Agreement, who has been covered under the Plan within the thirty (30) calendar day period immediately prior to the date on which he/she commences work with the Employer and who is hired as a "regular" or "school-term" employee, shall join the Plan on the latter of the date referred to in Article 17:2.2.1 above or the day following termination of his/her previous coverage.

It is understood that any person who is not subject to the terms of the Collective Agreement, or any person employed on the basis of being a dependent contractor, is not eligible to participate in the Plan.

17:2.2.3 A "casual" or "ESC" employee who is hired by the Board into a regular or school term position shall join the Plan in accordance with Article 17:2.2.1 above, however, if the "casual" or "ESC" employee does not successfully complete his/her Trial period, in accordance with Article 6 of the Collective Agreement, and reverts to "casual" or "ESC" status, he/she will be ineligible for continued benefits under the Plan, and coverage shall cease effective the last day of the month in which the reversion to "casual" or "ESC" status occurred.

17:2.2.4 If an employee, whose coverage has been terminated due to layoff or any other temporary interruption of work, works a minimum of one (1) shift, coverage for the Weekly Indemnity (WI) and Long Term Disability (LTD) benefits will commence on the date of return to work, and all other benefits will be reinstated as of the first (1st) day of the month in which return to work occurs.

17:2.2.5 When an eligible employee goes off work due to disability for which WI and/or LTD benefits are payable under this Plan, or if due to disability for which the employee has applied for benefits under the Workers' Compensation Act, or if a grievance is invoked in his/her discharge, the Employer shall continue to pay contributions for his/her health and welfare coverage so that the employee shall be protected to the utmost, provided

- (a) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties to this Agreement.
- (b) When an employee returns to work, the Employer shall deduct from his/her earnings any monies the Employer has paid out normally paid by the employee with respect to his/her health and welfare coverage.
- (c) In the event that a grievance is invoked by the Union on behalf of an eligible employee, the Employer will continue to pay contributions for his/her health and welfare coverage, however, in the event the grievance is denied and the employee is terminated, the Union will reimburse the employer for all health and welfare contributions paid by the employer on behalf of the employee for that period of time when, had the grievance not been invoked, the employee would have had coverage terminated under the Plan.

17:2.2.6

- (a) Any employee not covered under the Plan who is absent from work due to layoff, leave of absence, disability or any other temporary interruption of employment on the date coverage would normally take effect shall not be eligible to become covered until the date on which he/she returns to active employment and works one "shift". Coverage for all benefits except WI and LTD will be established as the first day of the month in which the return to work occurs. WI and LTD benefits will be established as of the date of return to work.
- (b) For the purpose of this Article, "shift" means an employee's regular work day, regardless of FTE.

17:2.3

Rehabilitative Employment

17:2.3.1

Any eligible employee who, immediately following a period of disability for which benefits were payable under the Plan may, with the approval of the Union, the National Benefit Plan Trustees ("BP Trustees") and the Employer return to work on a trial basis, either on full or limited duties without right or entitlement to coverage under the Plan other than would have been provided had such return to work not have occurred.

17:2.3.2

During such periods of "rehabilitative employment", it is agreed that:

- (a) The employee will be paid by the Employer at his/her normal rate of pay for hours worked.
- (b) The duration of such "rehabilitative employment" shall exceed thirty (30) days only by mutual consent of the Employer, the Union and the "BP Trustees".

17:2.4 Benefits

17:2.4.1 Benefits provided by the Plan are established solely by the “BP Trustees”

17:2.4.2 For Information Purposes Only - School term employees who remain covered during period of layoff in accordance with Article 17:2.6.1 herein shall receive full and regular coverage for all benefits except for WI benefits. In the event that a school- term employee becomes disabled during the summer layoff period, WI benefits will be suspended during the layoff period and will commence on the date that return to work would have occurred. The period of disability will be deemed to have commenced on the date the disability occurred.

17:2.4.3 **An** employee, shall not have access to the grievance procedure or recourse against the Employer through the Collective Agreement for any dispute concerning the granting of benefit(s) from the Plan, in whole or in part, save and except when any benefit is unavailable to an employee as a result of the employee being deemed not eligible by the Plan in circumstances where, due to any action or omission of same by the Employer, the employee would otherwise be eligible in accordance with the terms of the Collective Agreement.

17:2.4.4 Benefits currently provided are:

- (a) Group Life Insurance
- (b) Accidental Death and Dismemberment Insurance
- (c) Weekly Indemnity
- (d) Long Term Disability
- (e) Dental
- (f) Extended Health
- (g) Medical Services Plan of B. C.

17:2.4.5 The amounts of coverage and details of each benefit are established by the “BP Trustees” and are subject to amendment by them from time to time.

17:2.4.6 It is understood that coverage under the Medical Services Plan of B.C. does not form part of the Plan. The Employer agrees to be fully responsible for ensuring that eligible employees and eligible dependents are covered under the Medical Services Plan of B.C. in accordance with the requirements of the Medical Protection Act. Any MSP coverage provided through the Employer will be fully paid for by the Employer, except when an employee is on Long Term Disability benefit. It is agreed that eligibility rules for coverage for Medical Services Plan of B.C. benefits will be identical to eligibility rules for coverage under the Plan.

17:2.4.7 In the event that the Plan’s weekly indemnity benefit is maintained at a level that will allow the Employer to qualify for premium reduction under the Employment Insurance Act, the employees’ share of such reduction (5/12) shall be retained by the Employer as payment in kind for benefits provided.

17:2.5 costs

17:2.5.1 The Employer shall contribute Two Hundred and Fifty-eight (\$258) Dollars' for any month in which any eligible employee is covered by the Plan for one day or more.

(*) Effective July 1, 2009, the employer shall contribute **Two** Hundred and **Sixty-three** Dollars and **Sixteen** Cents (\$263.16) per month.

17:2.5.2 Contributions will be made on a calendar month basis for each eligible employee and the Employer shall remit the total contribution to the Plan not later than the twentieth (20th) day of the month for which coverage is being provided.

17:2.6 Termination of Coverage

17:2.6.1 Except as provided under 17:2.2.5, all coverage under the Plan will terminate at the end of the month in which layoff or any other temporary interruption of employment commences, except for school term employees for whom coverage will be provided during the normal summer months in which the schools are closed.

17:2.6.2 If employment is terminated, coverage for Weekly Indemnity and Long Term Disability benefits will terminate immediately upon termination of employment, and all other coverage will terminate at the end of the month in which termination of employment occurs.

17:2.6.3 It shall be the responsibility of the Employer to advise the Administrator of the Plan in a timely fashion of termination of the eligible employee's coverage, and the Employer will be held responsible for any costs incurred by the "BP Trustees" that result from late notification of termination of coverage.

17:2.7 General

17:2.7.1 It shall be the responsibility of the Employer to provide the employee the necessary forms to enrol and make claim under the Plan.

17:2.7.2 It shall be the responsibility of the employee to cause such forms to be completed

17:2.7.3 It shall be the responsibility of the "BP Trustees" to provide all necessary enrolment and administration **forms** to the Employer.

7:3 EMPLOYEE ASSISTANCE PLAN

17:3.1 The Board shall pay one hundred per cent (100%) of the cost of an Employee Assistance Plan.

17:3.2 Access to the plan will be subject to the referral of the employee's family physician.

17:3.3 Each eligible regular or school-term employee and their eligible dependents will be entitled to four **(4.0)** hours of counseling per calendar year.

17:4

SICK LEAVE

17:4.1

Subject to Article 17:4.6, all regular, school-term and probationary employees shall be entitled to annual sick leave accumulation on the following basis:

17:4.1.1

regular full-time employees shall be granted six (6) days on January 1st, non-accumulative;

17:4.1.2

full-time school-term employees shall accumulate on the same basis as a regular employee. School-term employees working less than full-time shall accumulate on a pro rata basis in the same manner as above.

17:4.2

Paid sick leave shall be applied as follows:

17:4.2.1

One (1) full day's paid sick leave for each of the first (1st), second (2nd) and third (3rd) days of sickness, provided those days are regular work days.

17:4.2.2

in the event an employee has worked less than half his/her regularly scheduled shift and is unable to continue work due to illness, upon approval by his/her supervisor, the employee may access his/her annual sick leave accumulation. The employee will receive regular pay ~~for~~ the hours worked and paid sick leave for the number of hours required to pay the employee the equivalent of one (1) day's regular pay for that day. For the purposes of this article, this day shall be considered the first day of absence.

17:4.2.3

in the event an employee has worked one-half (1/2) of his/her regularly scheduled shift or greater, but less than a full ~~shift~~, and is unable to continue work due to illness, upon approval by his/her supervisor the employee may access his/her annual sick leave accumulation. The employee will receive regular pay for the hours worked and paid sick leave for the number of hours required to pay the employee the equivalent of one (1) day's regular pay for that day. ~~For~~ the purposes of this article, this day is to be considered a day worked.

17:4.2.3.1

It is not the intent of this provision to provide leave for appointments or reasons **other** than bona *fi*de illness necessitating absence ~~from~~ work. Prior to exercising this provision, the employee must receive approval and such approval must be recorded on the employee's time sheet.

17:4.2.4

A day's pay for employees will **be** the normal daily hours scheduled.

17:4.2.5

It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Board may prescribe.

17:4.3

Any proven abuse of the Sick Leave provisions may subject the employee to immediate dismissal with recourse to the Grievance Procedure.

- 17:4.4 A medical certificate may be required to claim benefits under this provision. A Weekly Indemnity Form must be completed and submitted to the Teamsters' National Benefit Plan in order to claim Weekly Indemnity benefits.
- 17:4.4.1 Such medical certificates shall include the date of the examination and the estimated date of return to work.
- 17:4.5 The employee's share of the Unemployment Insurance Premium reduction resulting from registration of the cumulative sick leave plan with the Unemployment Insurance Commission as a Wage Loss Replacement Plan qualifying for premium reduction shall be applied to the Board's share of the cost of increased employee benefits.
- 17:4.6 Leave will only **be** granted due to illness or medical reasons. Pregnancy leave is excluded from this section (See Article 16:3 - Pregnancy leave). Regular and school-term employees will notify the Board as soon as possible if they are absent **from** duty because of illness or medical reasons, and are expected to give the Board reasonable notice of their anticipated return to work.
- 17:4.7 **To** receive consideration for sick leave/weekly indemnity entitlement, written approval must accompany the time sheet (Article 17:4.4). The regular and school-term employee may be required to contact his/her immediate Supervisor or designate each day while absent from work. Clerical and Instructional Support staff are required to notify the Human Resources Department in this instance.
- 17:4.8 If there is no unused sick leave accumulation in accordance with the Sick Leave Plan, leave will be granted without pay until eligibility requirements are met for weekly indemnity benefits, providing a doctor's letter specifying the reason for the continuing unpaid absence and anticipated return date is received.

18: GENERAL PROVISIONS

18:1 TRAVEL

18:1.1 **An** employee who is requested by the employer to use his/her vehicle for School Board purposes and consents to such **use** will be reimbursed at the rate set by the Board in Board Policy. All mileage must be certified by the employee's immediate Supervisor on the form provided.

18:1.2 Employees will not be expected to use their cars for the purpose of transporting equipment or material that would normally be delivered by truck.

18:2 TOOLS

18:2.1 No employee other than a Journeyman/Tradesman will be required to supply hand tools. Such employees may store the required tools, when not in use, on Board property in a place approved by the Supervisor.

18:2.2 A list of such tools shall be given to the Supervisor prior to the Board accepting responsibility for replacement of these tools in case of fire or theft.

18:2.3 The Board shall bear the expense of sharpening tools and of repairing and replacing tools damaged or broken in the service of the Board with tools of the same or equivalent manufacture, quality and value. Such repair or replacement shall be made provided the employee advises the Board of the damage at the time of occurrence. The cost of such repair or replacement shall be borne by the Board, subject to verification, and provided the employee advises the Board of the damage at the time of the occurrence.

18:3 PROTECTIVE CLOTHING

18:3.1 Employees working in any unsanitary or dangerous job where normal clothing may be soiled shall be supplied with all the necessary protective clothing by the Board, i.e. smocks, coveralls, gloves, hard hats, rainwear, knee pads and safety toes.

18:3.2 **An** employee working in the foreman, journeyman/tradesman, trades mechanic, mechanics helper, general maintenance, gardener, warehouse and delivery classifications shall receive a yearly allowance, in accordance with Schedule "A,7", for the purpose of supplying and wearing safety footwear and rubber boots. Such safety footwear and rubber boots shall conform to the Occupational Health and Safety Regulations of the Workers' Compensation Act. **This** allowance will be pro-rated for employees commencing work in these classifications subsequent to July 1.

18:4 BULLETIN BOARDS

18:4.1 The Board shall make available Teamster bulletin boards in the staff room at all places of employment for the posting of job vacancies and Union notices.

18:5 EDUCATION ALLOWANCE

18:5.1 The employer shall pay the tuition costs of any course of instruction required and approved by the employer for an employee to better qualify himself/herself to perform his/her job upon successful completion of the course. The employee shall be compensated and reimbursed for any time absent from his/her regular scheduled work day.

18:6 PICKET LINES

18:6.1 It shall not be considered a violation of his/her employment when an employee refuses to cross a legal picket line at a place where a legal strike is in progress. **Any** employee failing to report to work for this reason shall be considered to be absent without pay.

18:6.2 In the event of a picket line, the employee shall contact his/her immediate supervisor or designate to advise he/she does not intend to cross the picket line.

18:6.3 The Board shall initiate the required action to establish the legality of the picket line. The picket line will be deemed to be legal until proven illegal.

18:6.4 **During the** life of this Agreement there shall be **no** strike or stoppage of work **on** the part of the members of the Union, nor any lockout of any employees **on** the part of the Board.

18:6.5 In the event of a violation of Article **18:6.4**, the Union and the Board will instruct their members and representative officers who may be involved to cease such activity and comply with the terms of the Agreement.

18:7 ACCESS TO PERSONNEL FILE

18:7.1 **An** employee may, upon written application to the Human Resources Department, have access to and review his/her personnel file. The file will be made available at a time convenient to the Human Resources Department, however, an employee will not be denied access before five (5) calendar days have expired.

18:7.2 Upon request employees may receive copies of any item found within their personnel file.

18:7.3 Access to personnel files and copies of any item found within the file(s) shall also be given to the Union representative provided written permission from the employee(s) is produced.

18:8 NO DISCRIMINATION OR HARASSMENT

18:8.1 The Union and the Board recognize the right of all persons employed by the Board to work in an environment of mutual respect, free from discrimination, sexual harassment and personal harassment.

18:8.2 The Union and the Board agree that there shall be no discrimination against any employee with respect to employment or any term or condition of employment which would violate the Human Rights Code of B.C., as may be amended from time to time.

18:8.3 “Sexual harassment” shall include:

- (1) Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwelcome; or
- (2) Unwanted physical contact, such as touching, patting or pinching, made by a person who knows or ought reasonably to know that such contact is unwelcome; or
- (3) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (4) Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of an opportunity which would otherwise be granted, for refusal to comply with a sexually oriented request; or
- (5) The inappropriate display of sexually oriented literature, pornographic or offensive material; or
- (6) Remarks or behaviour 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.

18:8.4 “Personal harassment” shall include:

- (1) Physical threat, intimidation or assault, or unwanted touching, patting or pinching made by a person who knows or ought reasonably to know that such contact is unwelcome; or
- (2) Unwelcome behaviour or comment that is directed at or offensive to another person that demeans, belittles, causes personal humiliation or embarrassment to that person, and which the originating person knew or ought reasonably to know is unwelcome; or

- (3) Implied or expressed promise of reward or threat of reprisal, or the denial of opportunity which would otherwise be granted, for refusal to comply with a request which is unrelated to an employee's employment with the Board; or
- (4) The improper **use** of power or authority inherent in the position held, which serves no legitimate work purpose, and which the person knew or ought reasonably to know is improper.

- 18:8.5 Where an employee brings a complaint of discrimination, personal harassment or sexual harassment, the Board shall carry out an investigation into the complaint. The complainant shall have the right to Union representation at all meetings and/or interviews where the complainant's presence is requested.
- 18:8.5.1 In the event that an employee who initiated the complaint is not satisfied with the result of the Board's investigation conducted pursuant to Article 18:8.5, the employee shall be entitled to file a grievance pursuant to Article 19 of this Agreement. Such grievance shall be commenced within twenty-one (21) calendar days from the date that the result of the Board's investigation is communicated to the employee.
- 18:8.5.2 Where the person who is the subject of the complaint is the Board representative at any stage of the grievance procedure, then the Union may bypass that stage of the procedure or may present the grievance to another appropriate Board representative.
- 18:8.6 **An** alleged offender, who is the subject of a complaint brought pursuant to Article 18:8.5, shall be entitled
- (1) to be given notice of the substance of the complaint brought against him/her; and
 - (2) to Union representation at all meetings and/or interviews where the alleged offender's presence is requested; and
 - (3) to be given notice of, and to attend and participate in, any arbitration hearing which is held with respect to the grievance brought by an employee pursuant to Article 18:8.5.1.
- 18:8.7 The Board and the Union agree to deal with any complaint brought pursuant to Article 18:8.5 expeditiously and with due regard for the confidentiality of any and all persons involved in the complaint.
- 18:8.8 **An** arbitrator, in the determination of a grievance brought pursuant to Article 18:8.5.1, shall take reasonable steps to protect the confidentiality of all parties in the determination of procedural and evidentiary matters, subject to the requirement of procedural fairness to all parties.

- 18:8.9 Where the complainant and the person who is the subject of the complaint are both employees in the bargaining unit, an arbitrator who is seized with a grievance brought pursuant to Article 18:8.5.1 shall also retain jurisdiction in respect of any existing or subsequent grievance arising from related discipline imposed by the Board on the employee who is the subject of the complaint.
- 18:8.10** The Board agrees that the employee's grievance cannot be denied solely on the ground that a complaint has been lodged with the Human Rights Council.

18:9 OCCUPATIONAL HEALTH AND SAFETY

- 18:9.1 A District Occupational Health and Safety Committee shall be established by the Board.
- 18:9.2 In accordance with regulations established by the Workers' Compensation Board the committee shall have joint representation with equal numbers of Union and Board representatives.
- 18:9.3 The committee shall include no fewer than two (2) members, chosen by and representing the Union.
- 18:9.4 The committee shall be responsible for:
- 18:9.4.1 ensuring that the District is in compliance with all Workers' Compensation Board (WCB) regulations,
- 18:9.4.2 promoting safety,
- 18:9.4.3 considering recommendations and proposing implementation where wanted, and
- 18:9.4.4 ensuring that the District is in compliance with the requirements of the Work Place Hazardous Materials Information System (WHMIS).
- 18:9.5 Committee minutes shall be forwarded promptly to the Union.
- 18:9.6 The Board shall endeavor to eliminate or reduce specific problems which could endanger the health and safety of the occupants of a facility, when recommended by the Occupational Health and Safety Committee.

18:10 FIRST AID CERTIFICATE

- 18:10.1** Each facility in the District shall have an employee designated as the First Aid Attendant.
- 18:10.2 Determination of the First Aid levels in each facility shall be the responsibility of the Board and be in accordance with the Workers' Compensation Act and Regulations.

18:10.3 Where the designated employee is required by the Board to obtain or renew a First Aid Certificate recognized by the Workers' Compensation Board of British Columbia, the Board shall reimburse the employee, upon written application to the Human Resources Department, for the full **cost** of the course, including examination fees.

18:10.4 The responsible Administrative Officer shall make arrangements for the administration of medication to students.

18:10.5 No employee shall be required to administer medication **on** a regular or predictable basis.

18:11 USE OF VOLUNTEERS

18:11.1 The Union recognizes that volunteers are valuable in the operation of the District. Volunteers shall not be used to replace bargaining unit employees but may be used to perform tasks associated with special projects and/or activities. Where the use of volunteers becomes excessive, the Board and the Union shall meet in order to discuss **the** roles and responsibilities of volunteers within the District.

19: GRIEVANCE PROCEDURE

19:1 In the event that a difference arises between the Board, the Union and/or an employee(s) concerning the interpretation, application, operation or any alleged violation of this Agreement, including any difference which has been found to be grievable through the application of generally accepted arbitrable principles, the employee(s) will continue to work and the dispute shall be adjusted in accordance with the following procedures.

19:1.1 The purpose of the grievance procedure is to encourage open and frank discussion of the issue(s). The parties are committed to achieving expeditious resolution of the issue(s) at the earliest possible stage of the grievance procedure.

19:1.2 Subject to Article 19:1.3 below, all potentially relevant documents and information requested by either party necessary to determine the validity of a grievance shall be promptly disclosed. Either party may attach such conditions on the distribution or use of such material as may be reasonably necessary to protect legitimate confidentiality or privacy interests.

19:1.3 The Board and the Union shall not be required to disclose any document and/or information which it believes is privileged or confidential, except by order. In such circumstances, the Board or the Union, as the case may be, shall advise the other party of the general nature of the document and/or information which will not be disclosed, and the reasons why.

19:2 Step One

19:2.1 Within twenty-one (21) calendar days from the employee's knowledge of the circumstances giving rise to a difference, the employee(s) and the management supervisor shall meet and attempt to resolve the issue.

19:2.2 This discussion stage is intended to be informal. No notes are to be taken of the discussion, except by mutual consent of the employee(s) and management supervisor.

19:2.3 The discussion shall take place between the employee(s) and the management supervisor. A shop steward and a second representative of management may be present as observers only.

19:3 Step Two

19:3.1 If the grievance is not resolved, the grievance shall be submitted in writing to the management supervisor, within twenty-one (21) calendar days of the completion of the discussion(s).

- 19:3.2 The written grievance shall contain a full statement of the grievance, consisting of the circumstances/facts from which it arose, the reason(s) for the grievance, the article(s) of the Collective Agreement allegedly violated, if any, and the remedy requested. It is understood that any party may, however, alter or add to the sections of the Collective Agreement allegedly violated if such alteration or addition is related to the original grievance.
- 19:3.3 Within twenty-one (21) calendar days of the receipt of the written grievance, a meeting shall be held between the grievor, a shop steward or another representative of the Union, and the relevant management supervisor, and another management representative. The difference shall be discussed between these persons only, however, both the Union and the Board may assign an additional person to attend as an observer only. At the Union's option, the grievor may be excused from attending the meeting and instead may be represented wholly by his/her shop steward.
- 19:3.4 Within seven (7) calendar days of the completion of the Step 2 meeting, the Board will provide a written response to the grievance. The response will address the circumstances/facts from which the grievance arose, any differing opinion on the interpretation and/or application of the article(s) of the Collective Agreement, any other reasons that the grievance is denied and the Board's position on the remedy.
- 19:4 Step Three
- 19:4.1 The Union shall have twenty-one (21) calendar days from the receipt of the Board's written response to notify the Board of its desire to proceed to Step 3. The Union shall provide such notification in writing, and shall set forth the reasons why the grievance is being pursued.
- 19:4.2 Within twenty-one (21) calendar days of the receipt of the Union's notification to proceed, two (2) authorized representatives of the Union and two (2) authorized representatives of the Board shall meet and attempt to resolve the grievance.
- 19:4.3 Within seven (7) calendar days of the completion of the Step 3 meeting, the Board shall provide a written response to the grievance with the reasons if the grievance is denied, or confirmation of acceptance of the grievance, and/or the remedy proposed.
- 19:5 Step Four
- 19:5.1 From the receipt of the Board's Step 3 response, the Union shall have twenty-one (21) calendar days to respond in writing, confirming the resolution, withdrawing the grievance, or referring the matter to arbitration/expedited arbitration.

19:6 TIME LIMITS FOR GRIEVANCES CONCERNING DISCIPLINE

19:6.1 Within twenty-one (21) calendar days of the receipt of notice of discipline, a grievance may be filed commencing at Step ~~One~~ or Step Two. The time limits in subsequent steps of the grievance procedure shall be shortened from twenty-one (21) calendar days to fourteen (14) calendar days.

19:6.1.1 Within fourteen (14) calendar days of the receipt of notice of dismissal, a grievance may be filed and shall commence at Step Two. The time limits in subsequent steps of the grievance procedure shall be shortened from twenty-one (21) calendar days to fourteen (14) calendar days.

19:7 GENERAL

19:7.1 More than one meeting may be held at any step by mutual agreement. All such meetings shall be held within the applicable calendar day period required under each step.

19:7.2 Whenever a stipulated time limit is mentioned in this Article, ~~the~~ said time limit may be shortened or extended by mutual consent of the Board and the Union.

19:7.3 Discussion of differences at any particular step may be waived by mutual consent of the Board and the Union.

19:7.4 Any communication between the parties pursuant to this Article concerning their respective positions is intended to provide the receiving party with sufficient detail ~~so~~ that it can understand the essential nature of the other party's position. Both parties agree to provide such information in their written document, and will add such information as may be reasonably necessary ~~to~~ fulfill the other party's request for information.

19:7.5 Any employee, the Union or the Board may file a grievance. In the event that the Union or the Board files a grievance, the grievance shall commence at Step Two and the names of the aggrieved party and the responding party shall be substituted as necessary throughout the grievance procedure.

19:7.6 Any grievance resolution reached between the Board and the Union shall, be implemented promptly.

19:7.7 All time limits set out in this Article are mandatory. The Board and the Union agree that time is of the essence.

19:8 ARBITRATION

19:8.1 No matter may be submitted to arbitration which has not been carried through all steps of the grievance procedure except by mutual agreement of the Board and the Union.

19:8.2 Where a grievance is referred to arbitration in accordance with Article 19:8.1, both parties shall propose, in writing, the name(s) of those acceptable to them as arbitrator(s).

19:8.3 In the event that the parties are unable to agree on a single arbitrator within seven (7) calendar days of the reference to arbitration, the arbitrator shall, upon the request of either party, be appointed in accordance with applicable legislation.

19:8.4 The arbitrator shall determine his/her own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall attempt to render a decision within sixty (60) calendar days of the conclusion of the hearing. The arbitrator will have the power to determine whether the matter is arbitrable and to settle the question to be arbitrated. The decision of the arbitrator will be final and binding on the parties to the dispute as well as any employee(s) affected by the award and shall be applied promptly.

19:9 ARBITRATION COSTS

19:9.1 The costs of the Arbitrator will be borne equally by the Union and by the Board.

19:10 EXPEDITED ARBITRATION

19:10.1 Any grievance that has not been resolved at the conclusion of Step 3, Article 19:4.3 may be referred to expedited arbitration in accordance with the following provisions.

19:10.2 No matter may be submitted to expedited arbitration which has not been carried through all steps of the grievance procedure, except by mutual agreement of the Board and the Union.

19:10.3 Where the grievance has been referred to expedited arbitration the Board and the Union shall agree on a single arbitrator within seven (7) calendar days of the referral. In the event the parties are unable to agree to a single arbitrator within the seven (7) calendar days, the arbitrator shall be chosen by lot from a list comprised of three (3) persons proposed by each party. If the selected arbitrator is not available to hear the grievance within the timeframe set out in Article 19:10.4, an alternate arbitrator shall be chosen by lot from the remaining names on the list.



- 19:10.4 Within thirty-five **(35)** calendar days of being appointed, the arbitrator shall hear the grievance, and shall render a final and binding decision within seven **(7)** calendar days of the conclusion of the hearing.
- 19:10.5 The decision of the arbitrator shall be in writing and will set forth in abbreviated form his/her findings of fact, reasoning and conclusion. The decision shall be in a form deemed appropriate by the arbitrator to convey a decision,
- 19:10.6 The hearing shall be held at a facility of the Board or at any other site mutually agreed between the parties.
- 19:10.7 The parties shall share equally the costs of the fees and expenses of the arbitrator.
- 19:10.8 The arbitrator shall have the same powers and authority as established under the provisions of Article 19:8.4.
- 19:10.9 Unless otherwise mutually agreed to in writing by the Board and the Union prior to the commencement of the expedited hearing, the decision of the arbitrator shall:
- (1)** be limited in application to that particular dispute; and
 - (2)** have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- 19:10.10 No grievance may be referred to arbitration in accordance with Article 19:8 where it has been referred to expedited arbitration.
- 19:11 DISCIPLINARY ACTION/ADVERSE REPORT
- 19:11.1 The Board shall notify an employee of its dissatisfaction in writing and this written reprimand from the appropriate Supervisor/Principal or designate shall become part of the employee's personnel record with a copy forwarded to the Union Business Representative.
- 19:11.2 **An** employee will receive a copy of any written reprimand or warning letter placed on his/her personnel file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However, any incident causing such written reprimand or warning letter over a period of eighteen (18) months will not be used to compound other disciplinary action against the employee.
- 19:11.3 Discipline of **an** employee by the Board **will** occur **as a** result **of** just cause.

20:

TRANSPORTATION

20:1

Definitions

These definitions are for the purpose of Article 20 and Article 3 • Posting Letter of Understanding titled "Posting and Assignment of **Bus Driver Work**".

- (1) **"bus driver work"** - for the purpose of tracking equalization hours only, shall mean all work performed by an employee classified as a "bus driver", whether the work is driving or otherwise.
- (2) **"equalization work"** - also referred to as "non-conflict work" means all extra-curricular work available for dispersion to bus drivers registered in the "equalization pool".
- (3) **"kindergarten/assessment work"** - also referred to as "kindergarten routes" means bus driving work assigned by the Board to drivers who have registered, on "bid day", to be assigned "kindergarten routes" in accordance with Article 20:3.2.
- (4) **"regular route"** - is a shin (straight or split) of "bus driver work", including "kindergarten work", that is:
 - (a) established by the Board; and,
 - (b) posted; and
 - (c) selected by a driver on "bid day" or a "mini-bid day"; or
 - (d) assigned to a driver as kindergarten/assessment work after bid day, in addition to his/her a.m./p.m. route.
- (5) **"extra-curricular work"** - is any "bus driver work" that is not a "regular route".
- (6) **"conflict work"** - is "extra-curricular work" that is assigned to the "SDEC bus driver" based upon the inability of an "equalization bus driver" to perform the work because of a schedule overlap.
- (7) **"bid day"** - is the day scheduled by the Board, in accordance with the Letter of Understanding - Posting and Assignment of Bus Driver Work, item 4, for the purpose of drivers selecting posted routes.
- (8) **"regularbus driver"** - also referred to as a "regular driver", is a driver who works on a posted route and who does not normally perform any of the following work!
 - (a) "extra-curricular work" assigned through the "equalization pool";
 - (b) "kindergarten work", or
 - (c) "conflict work"

- (7) **“equalization bus driver”** - also referred to as an “equalization driver”, is a “regular bus driver” who has registered to perform “extra-curricular work” assigned to the “equalization pool”.
- (10) **“equalization pool”** - is the list of bus drivers who have registered for assignment of “extra-curricular work” in addition to their regular posted routes and, if applicable, his/her assigned “kindergarten work”.
- (11) **“assessment work”** - is bus driving work assigned by the Board to supplement “kindergarten work” and performed by “kindergarten bus drivers”.
- (12) **“kindergarten bus driver”** - also referred to as a “kindergarten driver”, is a “regular bus driver” who has registered to perform and is subsequently assigned a “kindergarten route”, in accordance with Article 20:1(3) herein, in addition to his/her “regular route”.
- (13) **“SDEC bus driver”** - also referred to as an “SDEC driver”, is a bus driver who performs work as assigned by the Board in accordance with Article 20:3.6 (“SDEC”).
- (14) **“mini-bid day”** - is any day, other than “bid day”, scheduled by the Board, for the purpose of allowing bus drivers to select posted routes.
- (15) **“paid for hours”** - represents the straight time equivalent, in hours, of the remuneration received for the work, regardless of the actual hours worked (e.g. 8 hours worked on a Saturday paying 1.1/2 times the regular hourly rate would result in 12 “paid for hours” and would be reported on the “equalization sheet” as 8 actual hours worked and 12 “paid for hours” worked).
- (16) **“standing default proxy”** - is a written authorization from a bus driver employee, renewed annually during “bid day” and kept on file by the Board, for the purpose of confirming his/her intention to bid on work arising during a “mini-bid day”.
- (17) **“proxy”** - is a written or telephone confirmation ~~from~~ a bus driver employee to the Board or a designated authorized representative of the Board for the purpose of stating that bus driver employee’s bidding preferences in his/her absence at “bid day”.

20:2 Equalization

20:2.1 The Board shall maintain an “equalization pool”.

20:2.2 The purpose of the pool is to equally distribute all “extra-curricular work” (as measured by “paid for hours”), occurring during the school year, amongst the “equalization drivers”.

- (1) Equalization will be based on a September to June format, with the Intent to have no more than thirty (30) hours from the highest to the lowest driver, at the end of June. Hours are not carried forward and each September every driver starts at zero (0).
- (2) Drivers may choose to sign up for both kindergarten and equalization, but may only be on one list at a time.
- (3) Averaging is based on a Sunday to Saturday work week.
- (4) Only the number of drivers who actually work during a week are to be used in calculating the average hours.
- (5) Drivers who are away due to illness, leave of absence or otherwise, less than five (5) days within a Monday to Friday shall be credited their regular daily hours.
- (6) Drivers who are away due to illness, leave of absence or otherwise, for the full five (5) days within a Monday to Friday, shall be credited the calculated average of equalized hours for that period.
- (7) Overtime hours shall be calculated at their hour value for the purpose of equalization.

20:2.3

The Board shall post a list, referred to as the "equalization sheet", on each Monday during the school year.

The "equalization sheet" will provide the following information:

- (1) Names of all bus drivers, listed in four (4) separate sections as follows:
 - (a) Equalization
 - (b) Kindergarten and assessment
 - (c) Not Equalization
 - (d) Casual
- (2) Total "paid for hours" for each driver - year-to-date (beginning in September);
- (3) Hours declined year-to-date;
- (4) Paid hours for the past four (4) weeks;
- (5) Total "paid for hours" for each section.

20:2.4

All hours referred to on the "equalization sheet" are for reference and calculation purposes only and have no monetary value.

- 20:2.5** An “equalization driver” who refuses an assignment will have the equivalent number of “paid for hours” added to his/her total on the “equalization sheet”, as though he/she had actually worked the assignment – provided – for **any** one piece of work, only one driver can have hours added to his/her weekly total as the result of refused work. In the event that more than one driver refuses the work, the hours will be added to the weekly “paid for hours” total for the first driver who refused the work.
- 20:2.6**
- (1) **Any** driver who commences participation in the “equalization pool” subsequent to the “bid day” shall be placed on the equalization pool list effective the beginning of the next reporting week.
 - (2) Any driver added to the “equalization pool” in accordance with Article 20:2.6(1) above shall be credited with the year-to-date “paid for hours” equivalent to the driver who, at the time the new driver is added to the list, has the most year-to-date “paid for hours”.
 - (3) **A** driver electing to participate in the “equalization pool” can leave the “equalization pool” with written notice to the Board, however, any driver leaving the pool after the commencement of the school year will not be allowed to return to the “equalization pool” until the next “bid day” in accordance with Article **20:1 (7)**.
- 20:3** Postings and Assignments of Work:
- 20:3.1** All “regular routes” and assignments of work to bus drivers will be posted in accordance with Article 3 – Postings and the Letter of Understanding – “Posting and Assignment of Bus Driver Work”.
- 20:3.2** “Kindergarten/assessment work” will be assigned to the senior drivers who have applied for “kindergarten/assessment work” on “bid day”. Kindergarten **runs** will be assigned based on the efficient scheduling of the operation but, in no circumstances will kindergarten or assessment work be assigned to a junior **bus** driver if a senior **bus** driver who has applied for “kindergarten/assessment work” has not been assigned any “kindergarten/assessment work”.
- 20:3.2.1** if a regular driver, who has been assigned a kindergarten/assessment run, is absent from work, a casual driver may be used to perform a regular driver’s kindergarten/assessment run for the **first** day of absence. Thereafter, the kindergarten/assessment run will be assigned for the duration of the absence to the most senior regular driver who had applied for such work on “bid day”, but had not been assigned such work.
- 20:3.3** All assignments of “bus driver work” will go to the “equalization pool” prior to being assigned to a casual/ESC employee.

- 20:3.4
- (1) Notwithstanding any other provisions in the Collective Agreement, routes and mileages for bus drivers may be altered at the discretion of the Board.
 - (2) **In** the event that such route or mileage alteration results in a driver having his/her daily posted "paid for" hours of work decreased by ten percent (10%) or more (compounded), the Board will make the driver whole (including pension plan contributions) until the next "bid day" or until the driver is made whole by assignment of work in accordance with the Letter of Understanding "Posting and Assignment of Bus Driver Work" - paragraph 19(a).
 - (3) Any driver being made whole by the Board in accordance with 20:3.4(2) herein shall be assigned to a posted route on a "mini-bid day" if there is one available that provides more "paid for" hours than the route he/she is currently driving and being made whole **on**.
 - (4) **In** the event the route assigned in 20:3.4(3) herein does not make the driver whole **in** accordance with his/her original posted work, the Board will continue to make the driver whole until the next "bid day".
- 20:3.5
- Summer work for bus drivers shall, if regular in nature, be posted and offered in order of seniority to qualified employees. In the event that the nature of the work is **not** regular, it shall be offered in order of seniority to qualified employees.
- 20:3.5.1**
- Any bus **driver** who wants to work during the Summer must provide a **written** request to perform work **available** for which he/she **is** qualified, during the Summer break. **This** written request to the Human Resources Department must be submitted by June **15** and shall stipulate dates available and **qualifications**.
- 20:3.6
- School Day Extra-Curricular ("SDEC") work shall be assigned in accordance with the following terms:
- (1) SDEC driver(s) will be assigned any "conflict work" as defined in Article 20:1(6), prior to assignment of such work to a casual/ESC employee and only if the work cannot be assigned **through** the "equalization pool".
 - (2) **An** SDEC driver replacing a posted bus driver will work the replaced driver's entire posted shift for that day, including his/her kindergarten run, if applicable.
 - (3) **An** SDEC driver will be guaranteed twenty-five (25) hours per week and, if required, will perform assigned non-driving or driving work that is not otherwise "equalization work".
 - (4) The work week for an SDEC driver will be Monday through Friday
 - (5) **An** SDEC driver will be paid overtime at the rate of time and one-half (x1-1/2) for all hours worked in excess **of** forty (40) in a week (Monday to Friday) or for all hours worked on **a** sixth shift or double time (x2) for all hours worked on a seventh shift or general/statutory holiday.

20:4 Bus Driver Pay Through

20:4.1 Any bus driver who works separate pieces of work that begin or end within one (1) hour of each other shall be paid continuously between the separate pieces of work. (See below examples):

Example 1:

<u>Regular Daily Scheduled Hours</u>		<u>Extra Hours</u>	<u>Total Hours Work/Pay</u>
7:00 a.m. <u>to 9:30 a.m.</u>	2:15 p.m. <u>to 4:15 p.m.</u>	11:00 a.m. to <u>12:30 p.m.</u>	
2.5 hours worked	2.0 hours worked	1.5 hours worked	6.0 hours worked
2.5 hours paid	2.5 hours paid	2.0 hours "call out"	7.0 hours pay

Example 2:

<u>Regular Daily Scheduled Hours</u>		<u>Extra Hours</u>	<u>Total Hours Work/Pay</u>
7:00 a.m. <u>to 9:30 a.m.</u>	2:15 p.m. <u>to 4:15 p.m.</u>	1:00 p.m. <u>to 1:45 p.m.</u>	
2.5 hours worked	2.0 hours worked	.75 hours worked	5.25 hours worked
2.5 hours paid	2.5 hours paid	1.25 hours paid	6.25 hours pay

20:5 General

20:5.1 A bus driver will be paid for all time spent washing and/or cleaning his/her bus when so required by the Board and, if such paid for time is outside the regular posted hours for that driver, all "paid for hours" will be reported on the "equalization sheet" and paid for at the overtime rate, if applicable.

20:5.2 The Board shall ensure constant monitoring of the 2-way radio system during the morning, afternoon and kindergarten runs.

20:6 On-Call Premiums

20:6.1 For the purposes of this Article, the term "employee" or "employees" shall mean those employees occupying the positions of Trades Foreman-Transportation and Transportation Dispatcher.

20:6.2 On-call shall mean the period of time specified by the Board during which an off-duty employee is required to be available for work.


- 20:6.3** The Director of Facilities and Transportation or the Transportation Manager (or the designate of either) shall designate an employee to be on-call for the purpose of resolving transportation trip issues which may arise after working hours. An employee may choose not to be designated to be on-call. However, if none of the employees accept the designation to be on-call, the most junior employee must accept the designation.
- 20:6.4** The employee who is designated to be on-call shall keep the pager/cell phone with him/her at all times, and shall respond immediately to all calls received on the pager/cell phone during the period of time during which he/she is required to be on-call.
- 20:6.5** The employee who is designated to be on-call shall be paid at straight-time of two (2) hours per day, based on the On-Call Pager hourly rate established in Schedule A.1. An employee shall be paid at straight-time of two and one-half (2.5) hours per day, based on the On-Call Pager hourly rate established in Schedule A.1, for recognized statutory holidays and weekends. The on-call premiums are considered to be a premium only for services rendered outside scheduled working hours and do not bear a direct relationship to an employee's hourly rate of pay.
- 20:6.6** An employee who is required to respond to a call during the period of time when he/she is designated to be on-call shall be paid his/her normal hourly rate of pay for the time involved in responding to the call, with a minimum of one (1) hour pay at the applicable overtime rate.
- 20:6.7** The employee who is designated to be on-call shall maintain the prescribed log of calls and submit same to the Director of Facilities and Transportation or the Transportation Manager (or the designate of either) weekly.


21: DURATION OF AGREEMENT

- 21:1 This Agreement shall be for the period from and including July 1, 2003, up to and including June 30, 2010, and from year to year thereafter, subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (June 30, 2010) or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.
- 21:2 Should either party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any changes 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 terms or conditions of employment) until:
- 21:2.1 the Union shall give notice of strike (or goes on strike), or
- 21:2.2 the Board shall give notice of lock-out (or the Board shall lock out its employees), or
- 21:2.3 the parties shall conclude a renewal or revision of this Agreement, or enter into a new collective agreement, whichever is the earliest.
- 21:3 Should any statute or regulation render any part of this Agreement null and void, the remainder of the terms of the Agreement shall continue in effect and in that event, or in the event that legislation or regulation substantially alters the operation or effect of any provision of this Agreement, the parties agree that they will meet forthwith to negotiate in good faith modifications to the Agreement which will achieve the original intent of the Agreement to the fullest extent legally possible.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this 11th day of MARCH, 2008, by affixing the signature of their officers thereunto lawfully authorized in that behalf.


FOR THE BOARD:


Signed: Cindy Schaffer,
Chair, The Board of Education of
School District No. 34 (Abbotsford)


Signed: George M. Murray, C.G.A.
Secretary-Treasurer

Support Staff Collective Agreement

FOR THE UNION:


Signed: Ross Peterson,
Secretary-Treasurer,
Teamsters Local Union No. 31


Signed: Don Davies,
Director of Legal Resources

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND

TEAMSTERS LOCAL UNION NO. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: Apprenticeship Program

The parties agree to the establishment of an Apprenticeship Program wherein the following provisions shall apply:

1. Position Establishment
 - a. the Board shall determine the specific Job Classification for participation in the Apprenticeship Program.
 - b. the Board shall determine *the* level required for the apprenticeship based on the specific Job Classification, and the operational needs of the District.
2. Selection Criteria - Industry Training Authority Qualifications
 - a. the applicant must meet standard Industry Training Authority entrance qualifications
 - b. the applicant must meet specifics for classification applied for
 - c. the applicant must meet entry level equivalency as determined by the Board and established by the Apprenticeship Board
 - d. the applicant must successfully pass the self-examination as established by the Industry Training Authority
3. Selection Criteria - The Board of Education of School District No. 34 (Abbotsford)
 - 3.1 Funding New FTE Budget Approved Position and/or Positions Created through Attrition
 - a. newly created positions will be posted and filled in accordance with the job posting language contained in the current Collective Agreement
 - b. newly created positions will be open to all classifications
 - c. applicants will submit a letter advising why they are applying for the Apprenticeship Program.

3.2 Funding Departmental Restructuring

- a. in the event the Board restructures existing classifications to create an apprenticeship position, the Apprenticeship positions will be posted and filled in accordance with the job posting language contained in the current Collective Agreement
- b. such positions will be open to employees from that department only.

4. Wages

- a. internal candidates will be paid the General Maintenance rate (hired prior to Oct. 24, 1994) for the duration of the Apprenticeship Program
- b. external candidates will be placed on the sliding scale apprenticeship rate of pay as established by the Industry Training Authority.

5. Course Work

- a. leave of absence, without pay, will be approved by the Board for all classroom time required
- b. employee to seek unemployment insurance benefits while attending school
- c. the Board will arrange for the continuation of all benefits, except disability benefits, while attending school (disability benefits recommence upon the employee's return to work).

6. Course Materials

- a. the employee agrees to cover the cost of all textbooks and course materials required for their participation in the Apprenticeship Program
- b. upon successful completion of each course as established by the Industry Training Authority, the employee may approach the Board for textbook and materials cost sharing.

7. Placement Upon Completion of Apprenticeship Program

- a. where an employee receives his/her trades qualification for a specified job classification, and there is no approved budgeted position available, the employee will:
 - a.1 be placed in the least senior position in the job classification the employee held prior to participation in the Apprenticeship Program
 - a.2 maintain the General Maintenance rate of pay (hired prior to Oct. 24, 1994)
- b. where an employee is in an Apprenticeship Program and there are staff reductions, the apprentice will be placed in the least senior position in the job classification the employee held prior to participation in the Apprenticeship Program and be paid in accordance with the collective agreement for that position

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- c. where an external hire employee is in an Apprenticeship Program and there are staff reductions, Article 11:1 Layoff-General would apply.

SIGNED this 5th day of December, 1997.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Sd/- L.N. Archer
Secretary-Treasurer

Sd/- Kathy Peters
Business Representative

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION NO. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT Classifications and Levels of Classifications:
Application to the Bumping Provisions in Article 11

Whereas the Parties have mutually agreed that It is in both Parties' Interests to clarify the bumping processes outlined in the Collective Agreement (the "Agreement");

And Whereas the Parties have mutually agreed that the definitions of "classification" and "levels of classification" and how they will be identified in applying the bumping processes in Article 11 of the Agreement are in need of clarification;

The Parties hereby agree as follows:

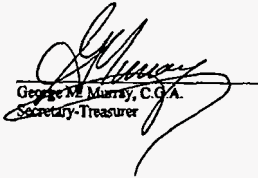
1. This Letter of understanding shall be incorporated into and form part of this Agreement. It will be used solely for the purposes of interpreting and applying the bumping processes outlined in Articles 11:2.1, 11:3.1 and 11:4.5 of the Agreement. In particular, the Parties acknowledge that this Letter of Understanding is meant to supplement the bumping provisions set out in Article 11 of the Agreement. However, the Parties agree that in the event there is found to be any inconsistency between the provisions contained in this Letter of Understanding and the provisions set out in Articles 11:2.1, 11:3.1 and/or 11:4.5 of the Agreement, then the provisions contained in this Letter of Understanding shall prevail.
2. The attached Schedules "A.1", "A.2", "A.3", "A.4" and "A.6" will be used to identify the "classifications" and "levels of classifications", respectively, referred to in applying the bumping provisions in Article 11 of the Agreement.
3. For purposes of interpreting the bumping provisions in Article 11 only, the terms "classification" and "level of classification" shall be interpreted as follows:
 - (a) "Classification" shall be the general category into which a particular position falls and will be as designated in bold type in the attached Schedules;

- (b) "Level of Classification" shall refer to the particular categorization of positions within each classification. Positions within each classification shall be designated a certain numerical grade as set forth in the attached Schedules. Positions with the same number will be considered to be at the current level of classification, and positions with each successively lower number will denote positions at the next lower level of classification. A classification with only one position shall be in bold type and shall be its own level of classification.
4. For bumping purposes, employees filling positions or possessing multiple postings with more than one (1) level shall be deemed to have the level that takes up the largest portion of their time.
5. The Parties agree that the following two (2) steps shall be applied in the bumping process immediately before the step whereby an employee is required by the applicable provision in Article 11 to bump into another classification in a different Schedule, if qualified.
- (a) If an employee cannot bump anyone in their current level or the next lower level of their classification, he/she shall bump the most junior employee, who possesses less seniority, in their classification, if qualified; and
- (b) If an employee cannot bump anyone in their classification, he/she shall bump the most junior employee, who possesses less seniority, in their Schedule, if qualified.
6. It is agreed that an employee must be able to meet any trade qualification or language proficiency in order to bump into a position requiring such trade qualification or language proficiency.
7. In the event that a Teaching Assistant is laid off in accordance with this Agreement:
- (a) he/she shall bump the most Junior employee, who possesses less seniority, in his/her current position within his/her current level of classification, who has the same or greater **FTE**;
- (b) if option (a) is not possible, then he/she shall bump the most junior employee, who possesses less seniority, in his/her current level of classification, who has the same or greater **FTE**, if qualified;
- (c) If option (b) is not possible, then he/she shall bump the most Junior employee, who possesses less seniority, in his/her current position within his/her current level of classification, whose **FTE** is closest;
- (d) if option (c) is not possible, then he/she shall bump the most junior employee, who possesses less seniority, in his/her current level of classification, whose **FTE** is closest, if qualified;
- (e) if option (d) is not possible, then he/she shall bump the most junior employee, who possesses less seniority, in the next lower level of his/her current classification, who has the same or greater **FTE**, if qualified;

- (f) If option (e) is not possible, then he/she shall bump the most junior employee, who possesses less seniority, in the next lower level of his/her current classification, whose FTE is closest, if qualified.

SIGNED this 11th day of MARCH 2008.

PARTY OF THE FIRST PART


George M. Murray, C.G.A.
Secretary-Treasurer

PARTY OF THE SECOND PART


Don Davies
Director of Legal Resources

SCHEDULE "A.1"

MAINTENANCE

Classification is "Technology Support"

- Level 3 Coordinator – Network Systems Support
- Level 2 Technical Support – Secondary Schools
- Level 1 Software/Helpline Support

Classification is "Electronics"

- Level 1 Electronics Technician

Classification is "Project Design"

- Level 1 Coordinator – Project Design

Classification is "Trades"

- Level 3 Coordinator – Facilities Project
- Level 2 Trades Foreman
Carpentry
Electrical
HVAC
Painting
Plumbing
- Level 1 Journeyman/Trades

Classification is "Maintenance"

- Level 4 Foreman – Grounds
- Level 3 Journeyman – Grounds
- Level 3 Journeyman – Equipment Maintenance
- Level 2 Groundskeeper
- Level 1 Maintenance – Equipment
- Level 1 Maintenance – General (hired prior to Oct. 24, 1994)
- Level 1 Maintenance – General (hired after Oct. 24, 1994)

Classification is "Trades-Transportation"

- Level 3 Trades, Foreman-Transportation
- Level 2 Journeyman/Trades Mechanic
- Level 1 Mechanic's Helper

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**SCHEDULE "A.1" – MAINTENANCE
(continued)**

Classification is "Warehousing"

Level 2 Warehouse

Level 1 Delivery Driver

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SCHEDULE "A.2"

CUSTODIAL

Classification is "Custodial"

Level 5 Foreman – Custodial

Level 4 Custodian N

Level 3 Custodian III

Level 2 Custodian II

Level 1 Custodian I

SCHEDULE "A.3"

CLERICAL

Classification is "Accounting"

- Level 5 Accounting Assistant
- Level 4 Accounting Clerk – Supervisor
- Level 3 Accounting Clerk – Secondary Schools
- Level 3 Accounting Clerk – Finance
- Level 2 Accounting Clerk – Intermediate
- Level 1 Accounting Clerk

Classification is "Payroll"

- Level 2 Payroll Clerk – Supervisor
- Level 1 Payroll Clerk

Classification is "Administrative"

- Level 5 Administrative Assistant – Ministry Reporting
- Level 5 Administrative Assistant – Education Staffing
- Level 5 MacSchool Support
- Level 4 Administrative Clerk – Supervisor
- Level 3 Administrative Clerk – Senior
- Level 3 Administrative Clerk – Senior, Elementary Schools
- Level 3 Administrative Clerk – Senior, Middle Schools
- Level 2 Administrative Clerk – Intermediate
- Level 1 Administrative Clerk

Classification is "Student Information System Support"

- Level 1 Student Information System Support

Classification is "System Support Specialist"

- Level 1 System Support Specialist

Classification is "Library Technician"

- Level 1 Library Technician

Classification is "Media Production Assistant"

- Level 1 Media Production Assistant

SCHEDULE "A.4"

INSTRUCTIONAL SUPPORT

Classification is "Youth Care"

Level 3 Youth Care Worker – Itinerant

Level 2 Youth Care Worker – Work Study/Work Experience

Level 1 Youth Care Worker

Classification is "Teaching Assistant"

Level 2 Teaching Assistant – Special Classes

Level 1 Teaching Assistant – Elementary Schools

Level 1 Teaching Assistant – Middle Schools

Level 1 Teaching Assistant – Secondary Schools

Level 1 Teaching Assistant – Assessment Centre

Level 1 Teaching Assistant – Continuing Education

Level 1 Teaching Assistant – Part-time Education

Level 1 Teaching Assistant – Program Assistant

Classification is "Teaching Assistant-Applied Behaviour Analysis"

Level 1 Teaching Assistant – Applied Behaviour Analysis

Classification is "Teaching Assistant-Braillist Itinerant"

Level 1 Teaching Assistant – Braillist Itinerant

Classification is "Aboriginal Support"

Level 3 Youth Care Worker – Aboriginal

Level 2 Teaching Assistant – Aboriginal

Level 1 Cultural Education Support Worker

Classification is "Teaching Assistant – English Language"

Level 1 Teaching Assistant – English Language Training Assistant

Classification is "Teaching Assistant – French Language"

Level 1 Teaching Assistant – French Language Training Assistant

Classification is "Educational Interpreter"

Level 1 Educational Interpreter

Classification is "International Education Assistant"

Level 1 International Education Assistant – Multi-Language

Level 1 International Education Assistant – Single Language

Classification is "Career Assistant"

Level 1 Career Assistant

Support Staff Collective Agreement

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**SCHEDULE "A.4" - INSTRUCTIONAL SUPPORT
(continued)**

Classification is "Laboratory Assistant"

Level 1 Laboratory Assistant

Classification is "Theatre Technician"

Level 1 Theatre Technician

Classification is "Food Services"

Level 2 Food Service Worker

Level 1 Kitchen Assistant

Classification is "Instructional Support-Miscellaneous"

Level 1 Instructional Support-General



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SCHEDULE "A.6"

BUS DRIVERS

Classification is "Transportation"

Level 2 Dispatcher

Level 1 Bus Driver

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LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: Clerical, Teaching Assistant, Youth Care Worker Staff Porting Procedure

The Parties agree to the following:

Clerical

In the event a clerical position is increased by more than 10% of the original posted FTE, the position must be posted.

Teaching Assistant/Youth Care Worker

At the discretion of the Board, a Teaching Assistant/Youth Care Worker's hours of work **may** be increased during the course of the school year, with **no** requirement to post.

Teaching Assistant/Youth Care Worker positions created after the commencement of the school year will be filled by a Casual/Extended Service Casual Teaching Assistant/Youth Care Worker, **subject to** the provisions of Article 11:4.

In the event a Casual/Extended Service Casual Teaching Assistant/Youth Care Worker continues in the same position for a period of ten (10) weeks or greater, the Casual/Extended Service Casual Teaching Assistant/Youth Care Worker will be designated **as** a regular employee until the assignment ends or until the end of the school year, whichever comes first.

In the event a Casual/Extended **Service** Casual Teaching Assistant/Youth Care Worker

- (i) continuer in the same position for a period of at least ten (10) continuous weeks in a school year, and

July 1, 2003 - June 30, 2010

(ii) meets the requirement in sub-paragraph (i) for three (3) consecutive school years,

then the Casual/Extended Service Casual Teaching Assistant/Youth Care Worker shall have his/her status changed from a Casual/Extended Service Casual employee to "regular" employee effective upon the completion of the third (3rd) consecutive school year in which the requirement in sub-paragraph (i) has been met. In such circumstances, the employee's seniority date pursuant to Article 10:1.1, as well as his/her entitlement to participate in the Teamsters' National Pension Plan and Teamsters National Benefit Plan (pursuant to Articles 17:1 and 17:2 respectively), shall be effective the first day of the following school year.

Prior to the end of the third (3rd) consecutive school year in which the Casual/Extended Service Casual Teaching Assistant/Youth Care Worker has met the requirement in sub-paragraph (i) above, the Board will provide the Casual/Extended Service Casual employee with written notice that his/her status will be changed to a "regular" employee upon the completion of the school year. The employee shall thereafter be entitled to elect not to have his/her status changed to a "regular" employee by so advising the Board and the Union, in writing, within seven (7) calendar days of being provided the written notice by the Board.

Article 8:6.5 applies to a Casual/Extended Service Casual Teaching Assistant/Youth Care Worker whose status has changed to a "regular" employee pursuant to this Letter of Understanding, but who does not hold a posted position as of the commencement of the following school year.

SIGNED this 11th day of MARCH 2008.

PARTY OF THE FIRST PART


George M. Murray, C.G.A.
Secretary-Treasurer

PARTY OF THE SECOND PART


Doug Davies
Director of Legal Resources

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: Contracting Out

In order to provide job security for the members of the bargaining unit, the Board confirms that during the life of the Collective Agreement, it intends to maintain its current practice of having work currently performed by existing employees continue to be performed by those existing employees. This is with the recognition that the Board has the right to employ services/companies or organizations where deemed necessary by the Board.

Circumstances which may necessitate the use of outside services/companies or organizations include, but are **not** limited to:

1. where specialized equipment or expertise is deemed necessary, or
2. in the event of an unanticipated or emergent situation.

SIGNED this 5th day of December, 1997.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Sd/- L.N. Archer
Secretary-Treasurer

Sd/- Kathy Peters
Business Representative

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: Custodial Area Formulas and Custodial Posting Requirements

Custodial positions will be posted in accordance with the following area formula.

Area Formulas

Workload factors used in this formula are as follows:

- (1) Area in square meters
 - (a) Secondary school = 2,350 square meters
 - (b) Middle school = 2,150 square meters
 - (c) Elementary school = 1,950 square meters
- (2) Portables will be considered to be 135 square meters each
- (3) The square meters of portable complexes will be added to the school's square meters.

The custodial area formula is based on:

(Square meters + square meters of the number of portables = FTE)

If the Board increases the above area formula(s), the Board will simultaneously reduce the service level in direct relation to the increase in area size (e.g. area formula increases by 10% = level of service decreases by 10%).

July 1, 2003 – June 30, 2010

Posting Requirements

- (1) Changes in location caused by the operational requirements of the Board shall be posted.
- (2) Adjustments of two (2) or more hours shall be posted (e.g. a 6 hour location A and 2 hour location B becomes a 4 hour location A and 4 hour location B = posting).
- (3) Permanent changes of shift shall be posted (e.g. afternoon shift to **day** shift).

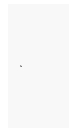
SIGNED this 1st day of May, 2003.

PARTY OF THE FIRST PART

PARTY OF THE **SECONDPART**

Sd /- Ron Dufault
Associate Superintendent,
Human Resources

Sd /- Ross Peterson
Secretary-Treasurer



LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: Job Content Review (JCR) Maintenance Agreement

1. The Joint Job Content Review Committee

- 1.1** The JCR Committee shall consist of three (3) representatives appointed by the Board and three (3) representatives appointed by the Union. The business of the Committee shall not be conducted without at least two (2) members from each (the Board and the Union, "the parties") being present.
- 1.2** The Board and the Union may each appoint one (1) alternate representative to serve as replacement for absent members or to assist the Committee in its work, from time to time.
- 1.3** A Union and Board representative shall act as a recorder on an alternating basis for each Committee meeting.
- 1.4** Union Committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee during their regularly scheduled or overtime hours.
- 1.5** Job rating decisions shall require a unanimous decision of the Committee members present and shall be final and binding on the parties, subject to the reconsideration procedure set out in item 2.3. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 1.6** The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and the agenda for the meeting at least forty-eight (48) hours before the meeting. Any Committee member may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to all other Committee members.

- 1.7 Either the Board or the Union may engage advisors to assist their representatives on the Committee. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.
 - 1.8 In the event that the parties mutually determine that training is required for the Committee, the parties agree to share the expenses of mutually agreed upon trainers.
- 2. Maintaining the Job Content Review Program**
- 2.0 The parties support the principle of payment of wages based on job responsibilities and requirements. The purpose of this program, therefore, is to determine job content and make adjustments accordingly.
 - 2.0.1 The Committee will ensure that all positions filled by the Board are reviewed and assigned appropriate points on the pay band matrix.
 - 2.1 Whenever an employee wishes to have his/her job reviewed under the Job Content Review process, the following procedures shall apply:
 - 2.1.1 The employee may request a job content review by completing and submitting a Request for Job Content Review Form. The Committee will meet within ten (10) working days to determine the validity of the request.
 - 2.1.2 If the Committee decides the review is justified, the employee and supervisor shall be requested to complete a Job Content Review Questionnaire. If the request is not warranted, the Committee will advise the employee in writing. Where further information is required, interviews and/or visits to the job site may be conducted with employees and supervisors. The Committee shall meet to rate the job using the Job Content Review Manual and advise the employee and supervisor of its recommendation (Advice of Rating Form). Where the job responsibilities and/or requirements have changed significantly, the Committee shall request that the Board allocate the employee to another appropriate existing classification or establish a new classification as necessary.
 - 2.1.3 If the job is rated higher than the current pay band, the Committee shall recommend that the employee's wage rate be adjusted retroactive to the date the Job Content Review Questionnaire was submitted.
 - 2.1.4 If the job is rated lower than the current pay band, the employee's wage rate will not be reduced and the Committee shall make recommendations as appropriate to the parties.
 - 2.2 Whenever the Board wishes to establish a new job, the following procedures shall apply:
 - 2.2.1 The Board shall prepare a job description and negotiate a temporary pay rate for the job in accordance with Article 13:1.3 of the Collective Agreement.
 - 2.2.2 The job shall be posted and any person appointed to the job shall be paid the temporary pay rate.

- 2.2.3** After six (6) months from the appointment of an employee to the job, the employee and the supervisor shall complete a Job Content Review Questionnaire that will be submitted to the Committee. The Committee will rate the job and the Board shall revise the job description as necessary.
- 2.2.3.1** In the event of an increase in pay band after the six (6) month review, the employee shall be paid at the higher pay band retroactive to the date of appointment to the position.
- 2.2.3.2** In the event that there is a decrease in the pay band after the six (6) month review, the employee's wage rate will not be reduced and the Committee shall make recommendations as appropriate to the parties.
- 2.3** Either the employee or the supervisor may request reconsideration of a decision of the Committee by completing and submitting a Job Content Review Reconsideration Form, stating the reason(s) for disagreeing with the rating of the job. Any such request shall be submitted within ten (10) days of receipt of the Advice of Rating Form. Both the employee and the supervisor shall be permitted to make a presentation to the Committee. Such presentation shall be made at a Committee meeting held no later than ten (10) working days from receipt of the Job Content Review Reconsideration Form. The Committee shall consider the request and make a final recommendation. The Committee shall immediately inform both the employee and the supervisor of the final recommendation in writing. The employee shall have recourse to challenge the decision through the grievance procedure at Step 3.
- 3. Dispute Resolution**
- 3.0** In the event the Committee is unable to reach agreement on any matter relating to the interpretation, application, or administration of the Job Content Review program, the Committee shall, within ten (10) working days, refer the matter to the Board and the Union for a decision.
- 3.1** If the Board and the Union are unable to agree upon the matter in dispute, they shall, within fifteen (15) working days, refer the matter in writing to an agreed upon Referee. In the event the parties are unable to agree to a single Referee within seven (7) working days, the Referee shall be chosen, by lot from a list comprised of three (3) persons proposed by each party.
- 3.2** The Referee shall decide the matter and his/her decision shall be final and binding on the Committee, the Board, the Union, and all affected employees. The Referee shall be bound by this Agreement and the Job Content Review Manual and shall not have the power to modify or amend any of those provisions. The jurisdiction of the Referee shall be limited to the matter in dispute, as submitted by the parties.

- 3.3 The Board and the Union shall exchange written submissions regarding the issues in dispute at least thirty (30) working days in advance of a Referee hearing. Hearings shall be limited to a brief presentation by both parties. No new information will be presented by either party in their presentation unless it has been shared with the other party in advance of the hearing. Neither party will be represented by lawyers. The Referee will have the authority to require the parties to provide additional information. Decisions of the Referee will be final and binding upon the parties and will be made within thirty (30) days of the hearing. Decisions will be written and no longer than five pages. If either party considers a matter in dispute to exceed the scope set out in 3.2 above, they may refer the matter to the grievance procedure of the Collective Agreement.
- 3.4 The Referee's fees and expenses shall be borne equally between the parties.
- 3.5 The time limits contained in this Maintenance Agreement are mandatory and may only be extended by mutual agreement of the parties.
4. Job Content Review Program Review
- 4.0 The Committee will revisit the entire Job Content Review program (including all forms, etc.) after one (1) year's time from implementation and make such recommendations for amendments to the parties as appropriate.

Signed this 11th day of MARCH, 2008.

PARTY OF THE FIRST PART


George M. Murray, C.G.A.
Secretary-Treasurer

PARTY OF THE SECOND PART


Don Davies,
Director of Legal Resources

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

RE: PAY EQUITY

The parties agree that this Letter of Understanding forms part of the Collective Agreement and is in force accordingly:

- 1) The parties are committed to the principle of "equal pay for work of equal value" (pay equity) regardless of gender.
- 2) The parties agree that if any pay equity funds become available from any appropriate source, they will jointly apply for, and work cooperatively toward the securing of, such funding and apply same according to their commitment.
- 3) In the event that such funding is secured, any disagreement over how such funding is to be allocated shall be settled by the arbitration provisions in this Agreement.

SIGNED this 11th day of MARCH, 2008.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART


George M. Murray, C.G.A.
Secretary-Treasurer


Don Davies,
Director of Legal Resources

Support Staff Collective Agreement

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: Posting and Assignment of Bus Driver Work

This Letter of Understanding shall be appended to and form part of the Collective Agreement in effect between the Parties and shall continue to be in effect for the life of the Collective Agreement.

Where there is a conflict between the terms and conditions specified in this Letter of Understanding and any other Article in this Collective Agreement, the terms and conditions specified in this Letter of Understanding shall prevail.

"Bid Day" – Board

1. Prior to the commencement of the school year, the Board shall determine the number of regular bus driving routes (referred to as "regular routes") required for the upcoming school year.
2. For each "regular route", the Board shall determine and specify the following:
 - (a) Straight or split shift;
 - (b) Start and end times for each shift and, if a split shift, the start and end times for each segment;
 - (c) School(s) serviced by the route, including identification as elementary, middle and secondary;
 - (d) Identification of wheelchair equipped bus used on the route;

- (e) "paid for hours" for the route • no "regular route" will have fewer than five (5) "paid for hours" in a day;
 - (f) Route number.
3. Bus drivers shall be provided the opportunity to preview all the available "regular routes" for at least three (3) calendar days prior to "bid day".
 4. The Board shall hold a meeting (referred to as "bid day"), at a facility designated by the Board, within the week prior to the commencement of the school year (and immediately following the final day of preview), at which time bus drivers will have the opportunity to select a "regular route", either **in** person or by "proxy".
 5. The Board shall make every effort to provide the date, time and location **of** the "bid day" meeting for the following school year prior to the completion of the current school year in June. In the event the Board is unable to provide the information prior to the completion of the school year, a notice of the meeting date, time and location will be mailed to each bus driver employee's last **known** address no later than the last day in July.

"Bid Day" – Drivers

6. **On** "bid day", in order of seniority, a driver will indicate the following:
 - (a) his/her choice of a "regular route";
 - (b) whether or not he/she wants to be assigned "kindergarten work";
 - (c) whether or not he/she wants to be part of the "equalization pool".
7. A driver must indicate his/her choices in **writing** on the lists provided for this purpose by the Board.
8. In the event a driver is not present in person on "bid day", he/she may indicate his/her choices for "regular", "kindergarten" and "equalization" work by written or telephone proxy, provided:
 - (a) a written proxy is received by the Board prior to "bid day"; or,
 - (b) if by telephone proxy, prior to "bid day" **and** to the person(s) designated by the Board to receive the information.
9. In the event that a driver does **not** attend "bid day" in person, the following shall apply:
 - (a) when it is that driver's **turn** to select his/her choices, the Board will apply the choice indicated by that driver's **written** or telephone proxy; or
 - (b) in the event that the driver is not present and has not **left** a written or telephone proxy, or he/she has left a written or telephone proxy but none of the choices indicated by proxy are available when it is his/her **turn** to bid, the Board will assign the driver **as** follows:

- i. if the “regular route” held by the driver ~~the~~ previous year has not yet been taken, the driver will be assigned that route (provided the route has not been “substantially changed” for the previous year); or,
 - ii. in the event the previous year’s route is not available or has “substantially changed”, the driver will be assigned an available route that is similar to the previous year’s route in **terms** of “paid for hours” and wheelchair or regular bus, with the primary consideration given to the similarity in “paid for hours”.
10. For the purpose of 9(b)(i) and (ii) above only, “substantial change” means any change of plus or minus thirty (30) minutes of “paid for hours” per week or six (6) minutes per day to a “regular route” OR any change to the type of equipment required OR any change to the type of school(s) serviced.

“Bid Day” – General

11.
 - (a) If a current employee, who has not previously worked for the Board in the bus driver classification, intends to bid into the bus driver classification through the posting procedure outlined **in this Letter of Understanding**, it is the responsibility of ~~the~~ employee to contact the Human Resources Department for the purpose of establishing, prior to “bid day” or “mini-bid day”, that the employee is qualified.
 - (b) **Any** employee intending to exercise his/her rights under paragraph 11(a) herein must advise the Human Resources Department, in writing, no later than twenty-eight (28) calendar days prior to “bid day” or “mini-bid day”.
12. Any posted “regular route” that is not signed on bid day by a “regular employee” will be awarded to the Casual/Extended Service Casual (ESC) driver(s) in accordance with his/her ESC date and the employee will have his/her employee status changed to “regular employee” in accordance with the applicable Articles of the Collective Agreement.
13. **Any** Casual/ESC employee who has his/her employee status changed to “regular employee” as the result of the procedures outlined in this Letter of Understanding, is still subject to the “probationary” and “trial period” language, if applicable, contained in the Collective Agreement.
14. **On** the preview days, the Board will make available for perusal all driver proxies received to that point in time.

“Mini-Bid Day”

15. When a “regular route” becomes “vacant” or a new “regular route” is created by the Board, the Board shall post the work as soon as possible and issue a notice of posting seven (7) calendar days prior to the “mini-bid day”.
16. The posting shall contain the **same** information as required on “bid day” posting.

17. On the notice of posting, the Board will identify the date, time and location of the “mini-bid day”.
18. The Board will provide an opportunity for a three (3) calendar days preview of the work to be posted.
19. (a) On “mini-bid day”, the work will first be assigned, if applicable, to any bus driver being made whole in accordance with Article 20:3.4.
- (b) After work has been assigned in accordance with paragraph 19(a) herein, if applicable, the resulting “vacancy” and any subsequent “vacancy” will be awarded to the senior qualified applicant.
- (c) A bus driver participating in a “mini-bid day” must make his/her selection in accordance with hisher seniority and cannot defer hisher right to bid until a later time in the process.
20. The work previously performed by the successful applicant will automatically be deemed “vacant” and subject to immediate posting and awarding.
21. The process outlined in paragraphs 19(b) and 20 herein will be repeated until there are no more applicants from amongst the “regular employees” to fill a “vacancy”.
22. The final “vacancy” will be awarded to a Casual/ESC based upon his/her ESC date and the ESC employee will have hisher employee status changed to “regular employee” forthwith, provided he/she has satisfied the requirement of Article 5 – Probationary Period.

“Standine Default Proxy”

23. For the purpose of this Letter of Understanding, a “standing default proxy” is a written authorization from a bus driver to be awarded a “regular route” that has more “paid for hours” than his/her current “regular route” posting.
24. The only criterion for change a driver can list on his/her “standing default proxy” is the amount of change in “paid for hours” from hisher current “regular route” necessary to activate hisher “standing default proxy”. (Example: a driver would indicate on hisher “standing default proxy” that he/she does not want to bid on an available route if the difference in “paid for hours” is less than 30 minutes per week. If a “regular route” becomes available with only a 20 minute difference in “paid for hours” for the week, the driver’s “standing default proxy” will not be considered and the driver will remain on hisher current “regular route”.)
25. In the event that a bus driver is not available on a designated “mini-bid day”, for any reason, he/she will only be allowed to exercise hisher right to bid if he/she has filed a “standing default proxy” with the Board.

July 1, 2003 – June 30, 2010

26. In the event that a bus driver is not available on the “mini-bid day”, for any reason, and he/she has filed a “standing default proxy” and is the next senior bus driver eligible to bid, the Board will award an available “regular route” to the absent bus driver if, and only if, the available “regular route” meets the criteria of the “standing default proxy”.
27. A driver can only file a “standing default proxy” with the Board on “bid day” or upon becoming a “regular employee”, on a form provided for this purpose by the Board, and he/she can only change the conditions of the proxy when he/she changes his/her “regular route” or at the beginning of the school year.
28. A “standing default proxy” is only valid for work available on a “mini-bid day” and is not valid on “bid day”.

SIGNED this 1st day of May, 2003.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Sd./- Ron Dufault
Associate Superintendent, Human Resources

Sd./- Ross Peterson
Secretary-Treasurer

July 1, 2003 – June 30, 2010

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

Subject: Recovery of Overpayments

The parties agree that: ⁴

1. Where an error results in a shortage of gross pay greater than one hundred dollars (\$100.00) the error shall be corrected within three business days.
2. Where an error results in an employee receiving an overpayment of gross pay in excess of one hundred dollars (\$100.00), the Board shall recover the overpayment in installments not to exceed one hundred dollars (\$100.00) per two-week pay period, unless:
 - (a) the employee agrees to a greater installment amount, or
 - (b) employment is terminated, in which case the Board shall be entitled to recover the remainder of the overpayment from any amounts owing to the employee.

Where it is not possible, due to legal or fiscal requirements, to meet the provisions set out above, the parties shall meet to discuss payment schedules.

SIGNED this 1st day of May, 2003.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Sd/- Ron Dufault
Associate Superintendent, Human Resources

Sd /- Ross Peterson
Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT Temporary General Maintenance Positions for Grass Cutting

For the 2002 grass cutting season and every subsequent year the Board undertakes grass cutting responsibilities, the Board shall fill available temporary General Maintenance positions in accordance with the following:

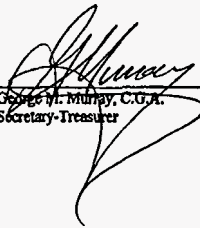
1. All qualified regular district employees shall be offered available temporary General Maintenance positions in order of overall seniority.
2. In the event that there are insufficient qualified regular district employees to fill available temporary General Maintenance positions, these positions will next be offered to all qualified Extended Service Casual employees, on the basis of his/her ESC date.
3. The grass cutting crew will be assigned from the General Maintenance group, based on past practice and their ability to do the work.
4. Where required, positions left vacant as a result of temporary transfers shall be filled by Extended Service Casuals. In the event that there are insufficient ESC casuals to fill the temporary vacancies, they will be filled by Casuals on an as-needed basis.
5. Regular employees accepting temporary General Maintenance positions as a result of grass cutting will not be prohibited from applying for posted vacancies, except as specified in Article 3 (Job Postings). Successful applicants will be awarded the positions at a date which coincides with the conclusion of the temporary General Maintenance assignment, at which time the Trial period will commence. Any exceptions to this condition shall be at the sole discretion of management. Should these employees not successfully post to other positions, they will return to their former positions at the end of the temporary General Maintenance assignments.

July 1, 2003 – June 30, 2010


The Parties acknowledge the desire of the Board to explore partnering arrangements with the City of Abbotsford (the "City") with respect to the grass cutting activities undertaken by each organization within the boundaries of the City of Abbotsford. The purpose of any partnering arrangements is to achieve mutual efficiencies through the rationalization of the overall grass cutting activities undertaken by the Board and the City. The Board confirms that any partnering arrangement with the City will not result in the reduction of grass cutting activities by the Board's employees.

SIGNED this 11th day of MARCH, 2008.

PARTY OF THE FIRST PART


George W. Murray, C.G.A.
Secretary-Treasurer

PARTY OF THE SECOND PART


Don Davies,
Director of Legal Resources

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: Theatre Technician

This Letter of Understanding shall be appended to and form part of the Collective Agreement in effect between the Parties and shall continue to be in effect for the life of the Collective Agreement.

Due to the unique operational requirements associated with the Theatre Technician position, and notwithstanding any provision in the Collective Agreement, the parties agree that the Theatre Assistant position will adhere to the following guidelines:


1. The Theatre Technician position shall be classified as "Regular" twelvemonth;
2. The Theatre Technician shall receive remuneration for forty (40) hours per week regardless of the actual hours worked;
3. In the event that the Theatre Technician commences work, a minimum of four (4) hours shall be paid or banked for that particular day;
4. Overtime shall be banked at straight time for utilization when no work is available at the Theatre. Overtime held in the "Vacation Overtime" bank shall not be paid out in accordance with Article 13:3.5 other than to ensure the provisions of item #2 above, and;
5. The Safety Footwear Allowance, Schedule "A:7" –entitled Wages and Allowances, shall be paid to the Theatre Technician.
6. Any hours worked on a statutory holiday will be paid in accordance with Article 13:2.6.2.

July 1, 2003 -- June 30, 2010

Any dispute not resolved arising out of the application and/or interpretation of this Letter of Undemanding is grievable under the terms of Article 19 of the Collective Agreement.

SIGNED this 11th day of MARCH, 2008.

PARTY OF THE FIRST PART


George M. Murray, C.G.A.
Secretary-Treasurer

PARTY OF THE SECOND PART


Don Davies,
Director of Legal Resources

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: "Trainee" Employees

The parties have mutually agreed that individual(s) being trained by the Board prior to placement on the casual list shall be considered employees. It is therefore agreed that when the Board determines that it is necessary to train individual(s), the following terms and conditions shall apply:

1. The trainee(s) shall be paid an hourly rate of ten dollars (\$10.00).
2. Article 7:2.I (Union Membership) and 7:3.1 (Dues Check On) do not apply to the trainee(s).
The Board shall deduct a service fee, in the amount as directed by the Union, and submit the amount once a month to the Union.
3. Once a month, the Board shall supply a list of the individuals being trained to the Union.
4. The only provision of the Collective Agreement applicable to the trainees is Article 19 (Grievance Procedure).
5. Upon satisfactory completion of the training program, the trainee(s) shall be placed on the Casual employee list and shall be eligible for assignment in accordance with the Collective Agreement.

This Letter of Understanding shall be appended to the Collective Agreement in effect between the Parties and shall continue to be in effect for the life of the Agreement.

SIGNED THIS 1st day of May, 2003.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Sd./- Ron Dufault
Associate Superintendent, Human Resources

Sd./- Ross Peterson
Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: Training Allowance

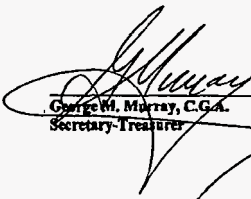
It is agreed to provide a special allowance for employees providing in-service training for other District employees. Conditions for the payment of a training special allowance are as follows:

- A trainer, when so designated by the District will receive a training allowance of ten percent (10%) of their regular hourly rate of pay for all time spent in the preparation for and the delivery of requested training. The length of time required for the preparation and delivery of training sessions must be pre-authorized by the Trainer's immediate supervisor. Overtime premiums are not payable on this allowance.
- In normal circumstances it is expected that time spent preparing for training will be during normal working hours of the employee who has been designated as the Trainer.

Agreed to this 11th day of MARCH, 2008.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART



George W. Murray, C.G.A.
Secretary-Treasurer



Don Davies,
Director of Legal Resources

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: Uniform Maintenance Allowance

1. Regular Bus Drivers

- (a) A regular bus driver shall receive a yearly allowance in the amount of \$200.00 effective September 1 of each year for the purpose of cleaning, laundering, minor repairing, and providing similar services with respect to the upkeep of the uniform(s) provided by the Board.
- (b) The Board shall bear the expense of all necessary uniform fittings and alterations for any new uniform.
- (c) Said uniforms shall be maintained in accordance with District standards and shall be worn by employees at all times.
- (d) This allowance will be pro-rated for employee's commencing work or in this classification subsequent to September 1.

2. Mechanics

- (a) Trades Mechanic and Mechanic Helper shall be provided with a uniform (coveralls).
- (b) Said uniform or apparel shall be maintained in accordance with District standards and shall be worn by employees at all times.

July 1, 2003 – June 30, 2010

3. Uniform Requirement

- (a) In the event of wear and tear of the uniform, the employee will be required to present the used article in order to obtain a replacement.
- (b) Subject to operational requirements and seasonal weather conditions, the required complement of uniform(s) shall be worn at all times at the discretion and flexibility of the employer/employee.

4. Uniform Allotment

- I coat
- I pair of shorts
- 2 pair of pants
- 2 long/2 short-sleeve shirts
- 1 tie

Signed this 1st day of May 2003.

PARTY OF THE FIRST PART

PARTY OF **THE SECOND** PART

Sd./ Ron Dufault
Associate Superintendent, Human Resources

Sd./ Ross Peterson
Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN:

THE **BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)**

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: Union Bargaining Committee – Article 16:1.1

The parties agree that the following terms and conditions apply to any leave of absence, with or without pay, for the purpose of contract negotiations:

1. The Union will provide the names of all Union employee committee members prior to the commencement of bargaining.
2. Bargaining dates and times will be mutually agreed between the Board and the Union prior to leave being granted. If, due to operational requirements as determined by the Board, any of the employees on the Union Bargaining Committee cannot be granted the leave of absence on any of the mutually agreed bargaining dates and times, the Union shall advise the Board whether:
 - (i) the Union Bargaining Committee will nevertheless meet with the Board's committee on the mutually agreed to bargaining date(s) and time(s), or
 - (ii) the Union wants to re-schedule the bargaining date(s) and time(s).
3. All bargaining days will be comprised of eight (8) hours, unless otherwise mutually agreed.
4. Every Union bargaining committee employee will be compensated at his/her regular hourly rate of pay for eight (8) hours, regardless of his/her regular FTE. The Union and the Board can mutually agree to schedule four (4) hours and the Union bargaining committee employee will be compensated for only four (4) hours at his/her regular rate of pay.
5. A Union bargaining committee employee will make himself/herself available for work when a four (4) hour day is scheduled by the Board and the Union.

July 1, 2003 – June 30, 2010

6. The Union may request bargaining committee employee(s) be made available for Union caucus and, when approval for time off for this purpose is granted by the Board, the leave of absence shall be without pay.
7. In the event that bargaining exceeds eight (8) hours when scheduled for a full day, every Union bargaining committee employee referred to in Article 16:1.1.1 shall be paid for all time worked at his/her regular hourly rate of pay, and the cost for wages in excess of eight (8) hours shall be borne equally between the Board and the Union.
8. When leave without pay is granted to an employee pursuant to Article 16:1.1.2 or paragraph 6 above, the Board agrees to pay the employee as per paragraphs 4 and 7 above. The Board shall then invoice the Union for reimbursement of the cost for wages paid to the employee while on the leave of absence.
9. For the purposes of Health and Welfare benefits, any Union bargaining committee employee who is unable to attend due to accident or illness will have access to the sick leave provisions of the Collective Agreement, including transition to the Weekly Indemnity benefit.
11. The employer will contribute to the Pension Plan for all applicable Union bargaining committee employees.
12. For the purposes of this Letter of Understanding, it is agreed that the "cost for wages" shall include:
 - (i) the wages paid to the employee;
 - (ii) any sick leave payments made, pursuant to paragraph 9 above, to an employee referred to in Article 16:1.1.2;
 - (iii) the Board's share of Canada Pension contributions and Employment Insurance premiums;
 - (iv) pension contributions made by the Board pursuant to Schedule A:7;
 - (v) vacation pay at the school-term employee's applicable rate pursuant to Article 14:1.7; and
 - (vi) the percentage of straight-time payment provided to any casual or extended service casual employee pursuant to Schedule A:5.
13. The Board will be responsible for communicating the absence of every Union bargaining committee employee to his/her appropriate supervisor.

SIGNED THIS 1st day of May, 2003.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Sd./- Ron Dufault
Associate Superintendent, Human Resources

Sd./- Ross Peterson
Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 34 (ABBOTSFORD)

(Hereinafter referred to as the "Board")
OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION No. 31

(Hereinafter referred to as the "Union")
OF THE SECOND PART

SUBJECT: Union/Industry Advancement Fund

The parties agree that the Union/Industry Advancement Fund was initiated in the January 1, 1992 – December 31, 1993 Collective Agreement(s). It is understood by the parties that the assessment for the employees covered by the Transportation Collective Agreement was paid directly to the Teamsters by the employer. It is also understood that the employees covered by the Support Staff Collective Agreement received a five cents (.05) wage increase for the sole purpose of assessing the Union/Industry Advancement Fund levy by way of an employee deduction.

The parties hereby agree to provide all classifications in the previous Transportation Collective Agreement a five cents (.05) per hour wage increase to facilitate the deduction of the Union/Industry Advancement Fund levy from all affected employees.

The Board shall make an assessment of five cents (.05) per hour worked during the term of this Agreement for regular and school-term employees. Such an assessment will also be made for individuals in casual assignments.

Payment of said funds shall be made to Teamsters Local Union No. 31 Union/Industry Advancement Fund no later than the 15th day following the end of the pay period in which deductions were made. The payment will be separate from any other payment made (Article 7:3 – Dues Check Off) to Teamsters Local Union No. 31.

The Teamsters Local Union No. 31 Union/Industry Advancement Fund "shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31".

SIGNED this 1st day of May, 2003.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Sd./- Ron Dufault
Associate Superintendent, Human Resources

Sd./- Ross Peterson
Secretary-Treasurer

SCHEDULE "A.1" - Wages and Allowances

Rate Effective Date	MAINTENANCE									
	01-Jul-02	01-Jul-06	Trades Adjustment 01-Jul-06 60¢ / hour	01-Jul-07	Trades Adjustment 01-Jul-07 60¢ / hour	01-Jul-08	Trades Adjustment 01-Jul-08 60¢ / hour	01-Jul-09	Trades Adjustment 01-Jul-09 30¢ / hour	
Coordinator-Facilities Project		26.61	27.21	27.75	28.35	28.92	29.52	30.11	30.41	
Coordinator-Network Systems Support	22.72	23.17		23.64		24.11		24.59		
Electronics Technician	22.72	23.17		23.64		24.11		24.59		
Software/Helpdesk Support	22.72	23.17		23.64		24.11		24.59		
Technical Support- Secondary Schools	22.72	23.17		23.64		24.11		24.59		
Trades Foreman - Carpentry, Electrical, Grounds, HVAC, Painting, Plumbing, Transportation	23.72	24.19	24.79	25.29	25.89	26.41	27.01	27.55	27.85	
Groundskeeper	21.35	21.78		22.21		22.66		23.11		
Journeyman - Gardener	22.72	23.17	23.77	24.25	24.85	25.35	25.95	26.47	26.77	
Journeyman/Trades	22.72	23.17	23.77	24.25	24.85	25.35	25.95	26.47	26.77	
Journeyman - Equipment Maintenance	22.72	23.17	23.77	24.25	24.85	25.35	25.95	26.47	26.77	
*Journeyman/Trades Mechanic	21.96	22.40	23.00	23.46	24.06	24.54	25.14	25.64	25.94	
Maintenance - General (Incumbency) (Hired prior to Oct. 24, 1994)	19.63	20.02		20.42		20.83		21.25		
Maintenance - General (Hired after Oct. 24, 1994)	18.57	18.94		19.32		19.71		20.10		
Maintenance - Equipment	19.63	20.02		20.42		20.83		21.25		
Warehouse	18.57	18.94		19.32		19.71		20.10		
*Mechanic's Helper	18.43	18.80		19.17		19.56		19.95		
Delivery Driver	18.16	18.52		18.89		19.27		19.66		
On-Call Pager Rate (In accordance with Article 12.6)	19.63	20.02		20.42		20.83		21.25		

* INCLUDES \$.05 CENTS PER HOUR UNION/INDUSTRY ADVANCEMENT FUND.

Support Staff Collective Agreement

July 1, 2003 – June 30, 2010

SCHEDULE "A.2" - Wages and Allowances

CUSTODIAL

Rate Effective Date	01-Jul-02	01-Jul-06	01-Jul-07	01-Jul-08	01-Jul-09
Foreman - Custodial	20.45	20.86	21.28	21.70	22.14
Custodian IV	19.45	19.84	20.24	20.64	21.05
Custodian III (Hired after Oct. 24/94)	18.57	18.94	19.32	19.71	20.10
Custodian III (Incumbency) (Hired prior to Oct. 24/94)	18.13	18.49	18.86	19.24	19.62
custodian II	17.69	18.04	18.40	18.77	19.15
custodian I	17.32	17.67	18.02	18.38	18.75

SCHEDULE "A.3" - Wages and Allowances
CLERICAL

Rate Effective Date	01-Jul-02	01-Jul-06	01-Jul-07	01-Jul-08	01-Jul-09
Accounting Assistant	23.06	23.52	23.99	24.47	24.96
Accounting Clerk- Supervisor	19.04	19.42	19.81	20.21	20.61
Accounting Clerk – Secondary Schools	18.38	18.75	19.12	19.51	19.90
Accounting Clerk – Finance	18.38	18.75	19.12	19.51	19.90
Accounting Clerk – Intermediate	17.93	18.29	18.65	19.03	19.41
Accounting Clerk	17.53	17.88	18.24	18.60	18.98
Payroll Clerk – Supervisor	19.80	20.20	20.60	21.01	21.43
Payroll Clerk	18.75	19.13	19.51	19.90	20.30
Buyer			24.00		
Administrative Assistant-					
Ministry Reporting	23.06	23.52	23.99	24.47	24.96
Administrative Assistant-					
Education Staffing	23.06	23.52	23.99	24.47	24.96
Administrative Clerk – Supervisor	19.04	19.42	19.81	20.21	20.61
Administrative Clerk – Senior	18.75	19.13	19.51	19.90	20.30
Administrative Clerk - Senior,					
Elementary School	18.75	19.13	19.51	19.90	20.30
Administrative Clerk - Senior,					
Middle School	18.75	19.13	19.51	19.90	20.30
Administrative Clerk – Intermediate	17.93	18.29	18.65	19.03	19.41
Administrative Clerk	17.24	17.58	17.94	18.30	18.66
Library Technician	18.11	18.47	18.84	19.22	19.60
MacSchool Support	23.06	23.52	23.99	24.47	24.96
Media Production Assistant	18.75	19.13	19.51	19.90	20.30
System Support Specialist	22.72	23.17	23.64	24.11	24.59
Student Information System Support	18.38	18.75	19.12	19.51	19.90

SCHEDULE "A.4" - Wages and Allowances

INSTRUCTIONAL SUPPORT

Rate Effective Date	01-Jul-02	01-Jul-06	01-Jul-07	01-Jul-08	01-Jul-09
Youth Care Worker - Itinerant	22.72	23.17	23.64	24.11	24.59
Youth Care Worker - Work Study/ Work Experience	22.72	23.17	23.64	24.11	24.59
Youth Care Worker - Aboriginal	20.95	21.37	21.80	22.23	22.68
Youth Care Worker	20.95	21.37	21.80	22.23	22.68
Educational Interpreter	18.42	18.79	19.16	19.55	19.94
International Education Assistant					
- Multi-Language	18.42	18.79	19.16	19.55	19.94
- Single Language	18.42	18.79	19.16	19.55	19.94
Teaching Assistant – Applied Behaviour Analysis			19.16	19.55	19.94
Teaching Assistant – Brailist Itinerant			19.16	19.55	19.94
Teaching Assistant					
- Special Classes	18.42	18.79	19.16	19.55	19.94
- Aboriginal	18.05	18.41	18.78	19.15	19.54
- Elementary	18.05	18.41	18.78	19.15	19.54
- Middle	18.05	18.41	18.78	19.15	19.54
- Secondary	18.05	18.41	18.78	19.15	19.54
- Assessment Centre	18.05	18.41	18.78	19.15	19.54
- Continuing Education	18.05	18.41	18.78	19.15	19.54
- Part-Time Education	18.05	18.41	18.78	19.15	19.54
- Program Assistant	18.05	18.41	18.78	19.15	19.54
- English Language Training	18.05	18.41	18.78	19.15	19.54
- French Language Training	18.05	18.41	18.78	19.15	19.54
Career Assistant	18.05	18.41	18.78	19.15	19.54
Theatre Technician	18.11	18.47	18.84	19.22	19.60

**SCHEDULE "A.4" - Wages and Allowances
INSTRUCTIONAL SUPPORT
(continued)**

Rate Effective Date	01-Jul-02	01-Jul-06	01-Jul-07	01-Jul-08	01-Jul-09
Food Service Worker	18.05	18.41	18.78	19.15	19.54
Kitchen Assistant	15.81	16.13	16.45	16.78	17.11
Laboratory Assistant	18.05	18.41	18.78	19.15	19.54
General	15.81	16.13	16.45	16.78	17.11
Cultural Education Support Worker	15.81	16.13	16.45	16.78	17.11

July 1, 2003 – June 30, 2010

SCHEDULE "A.5" - Wages and Allowances

Rate Effective Date	CASUAL									
	01-Jul-02	01-Jul-06	Trades Adjustment 01-Jul-06 60¢ /hour	01-Jul-07	Trades Adjustment 01-Jul-07 60¢ / hour	01-Jul-08	Trades Adjustment 01-Jul-08 60¢ / hour	01-Jul-09	Trades Adjustment 01-Jul-09 30¢ /hour	
Maintenance- Notarized* casual employees hired prior to September 1996 will be grandfathered until such time as he/she vacate the position	20.39	20.80		21.21		21.64		22.07		
Maintenance- General	18.57	18.94		19.32		19.71		20.10		
Maintenance - Trades Qualification	22.72	23.17	23.77	24.25	24.85	25.35	25.95	26.47	26.77	
*Trades Mechanic	21.96	22.40	23.00	23.46	24.06	24.54	25.14	25.64	25.94	
*Mechanic's Helper	18.43	18.80		19.17		19.56		19.95		
Delivery Driver/Warehouse	18.16	18.52		18.89		19.27		19.66		
Instructional Support Staff- Teaching Assistant, Youth Care Worker, Laboratory Assistant, Theatre Technician	18.05	18.41		18.78		19.15		19.54		
Accounting Clerk	17.53	17.88		18.24		18.60		18.98		
*Bus Driver	18.43	18.80		19.17		19.56		19.95		
Custodian	17.32	17.67		18.02		18.38		18.75		
Administrative Clerk	17.24	17.58		17.94		18.30		18.66		
Food Service Worker, Kitchen Assistant	15.81	16.13		16.45		16.78		17.11		
Library Technician	18.05	18.41		18.78		19.15		19.54		
Percentage of straight time pay in lieu of Statutory benefits in accordance with Articles 14:1.5 and 15:1.3 (Casual and Extended Service Casual Employees)			0 - 5 years employed 8%		>5 years Employed 10%					

(*) INCLUDES 0.05 CENTS PER HOUR UNION/INDUSTRY ADVANCEMENT FUND

SCHEDULE "A.6" - Wages and Allowances

BUS DRIVERS

Rate Effective Date	01-Jul-02	01-Jul-06	01-Jul-07	01-Jul-08	01-Jul-09
*Bus Driver	18.43	18.80	19.17	19.56	19.95
*Dispatcher	18.93	19.31	19.69	20.09	20.49

† INCLUDES 0.05 CENTS PER HOUR UNION/INDUSTRY ADVANCEMENT FUND

July 1, 2003 – June 30, 2010

SCHEDULE "A.7" – Wages and Allowances

MISCELLANEOUS

Rate Effective Date	01-Jul-02	01-Jul-06	01-Jul-07	01-Jul-08	01-Jul-09
Teamsters' National Pension Plan (Article 171) - per hour worked					
· Eligible Bus Drivers, Trades Mechanic and Mechanics Helper	\$2.04	\$2.14	\$2.24	\$2.34	\$2.34
· All other eligible employees	\$1.50	\$1.60	\$1.70	\$1.80	\$1.80
Shift Differential (Article 13:4.1.1)					
- Afternoon		6.67% of hourly rate	6.67% of hourly rate	6.67% of hourly rate	6.67% of hourly rate
- Night		14.29% of hourly rate	14.29% of hourly rate	14.29% of hourly rate	14.29% of hourly rate
Leadhand (Article 13:4.2.4) - per hour worked	\$0.50	\$0.51	\$0.52	\$0.53	\$0.54
Safely Footwear Allowance (Article 18:3.2) (Maintenance, Warehouse, Delivery Staff)	\$100/year	\$125/year	\$125/year	\$125/year	\$125/year
1st Aid Premium (Level I) - per hour worked	\$0.10	\$0.10	\$0.10	\$0.11	\$0.11
1st Aid Premium (Level II)-per hour worked	\$0.35	\$0.36	\$0.36	\$0.37	\$0.38

July 1, 2003 – June 30, 2010



SCHOOL DISTRICT NO. 34 (ABBOTSFORD)

2790 Titus Street, Abbotsford, B. C. V2T 4M7

Telephone: (604) 859-4891

Facsimile: (604) 852-8587

*George M. Murray, CGA
Secretary-Treasurer*

(The Parties have agreed to attach this letter to the 2003-2010 Collective Agreement for informational purposes only).

June 15, 2006

Mr. Dave Cooper
Business Representative
Teamsters Local Union No. 31
#1 Grosvenor Square
Delta, B.C. V3S 5S1

Dear Mr. Cooper:

Re: School Day Closures

The purpose of this letter is to confirm the discussion which occurred between the Parties concerning any school day closures which the Board of Trustees of School District No. 34 (Abbotsford) may decide to implement during the term of the July 1, 2003 – June 30, 2010 Collective Agreement.

The School Board has agreed that it would be prepared to meet with the Union, if requested to do so by the Union, at least 60 calendar days prior to the first scheduled school day closure which may occur in any school year. The purpose of the meeting would be to:

- (i) discuss the potential impact which the scheduled school day closures in that particular school year may have on the employees in the Union's bargaining unit,
- (ii) consider what productive work/activities may be available to be performed by any of the employees in the bargaining unit on any/some/all of the scheduled school day closures in that year, and
- (iii) discuss what alternatives may be available to those employees in the bargaining unit who will not be required to attend work on any/some/all of the scheduled school day closures in that school year in order to try to lessen the potential impact of the scheduled school day closures on those employees (such as the scheduling of vacation days or banked overtime days on the scheduled school day closures).

This letter is being provided to the Union on the understanding that it shall not form part of the 2003-2010 Collective Agreement between the School Board and Teamsters Local Union No. 31.

Yours truly,

Sd/- George M. Murray, C.G.A.
Secretary-Treasurer

Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

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

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

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

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

Term

July 1, 2006 to June 30, 2010

General Wage Increase

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

Incentive Payment

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

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

- The incentive payment shall be up to **\$ 3,700** for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of **35** hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
 - maternity or parental
 - short-term disability
 - *long-term disability that commenced within the twenty-four (24) month period ending on the incentive eligibility date
 - leaves granted to employees in receipt of workers' compensation benefits
 - **educational leave

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.

**The parties changed the leave time counted from 12 months to 24 months for employees on Long-Term Disability
**The parties added Educational Leave to the leaves that count as time worked for this purpose*

Skills Enhancement and Retraining Funding

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

Apprenticeship Opportunities Funding

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

Apprentice Sponsor Funding

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

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

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.

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

Workforce Adjustment Committee Funding

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

Labour Market Adjustment Fund

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

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

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

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

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.
21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

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

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

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

Liaison on Education Policy Matters

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

Education Assistants Committee

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

Lung Term Disability and Joint Early Intervention

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(Note: Text included under paragraphs 30 through 32 has been deleted as per parties' agreement.)

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

1.0 Fiscal Dividend:

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

The Fund will be determined as follows:

- i. The calculations will be based on the **surplus**, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the **surplus** is in excess of \$150 million.
- ii. Only final **surplus** monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed **\$300** million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate. but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

- 1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.
- 1.4 The fiscal dividend payment shall be an amount ~~as~~ described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee ~~is~~ a regular employee who worked on a full time basis for the period September 1, 2009 ~~to~~ 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

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