

**TABLE OF CONTENTS**

<b>ARTICLE 1 - DEFINITIONS .....</b>	<b>5</b>
1.01    DEFINITIONS .....	5
<b>ARTICLE 2 - WORKING CONDITIONS .....</b>	<b>10</b>
2.01    HOURS OF WORK AND OVERTIME - MAINTENANCE.....	10
2.02    HOURS OF WORK AND OVERTIME - CLERICAL.....	11
2.03    FOUR HOUR MINIMUM (IMPLEMENTED OCTOBER 1, 2000) .....	13
2.04    SPECIAL EDUCATION ASSISTANTS AND SPECIAL ASSISTANTS .....	14
2.05    VACATION AND HOLIDAY PERIODS.....	14
2.06    HOLIDAY FORMS .....	16
2.07    TEMPORARY CHANGE OF SHIFT .....	16
2.08    OCCUPATIONAL HEALTH AND SAFETY.....	16
2.09    INJURY PAY.....	17
2.10    OTHER REGULATIONS.....	18
2.11    THE RIGHT TO REFUSE UNSAFE WORK.....	18
2.12    BANK DEPOSITS.....	18
2.13    SEXUAL HARASSMENT AND PERSONAL HARASSMENT.....	18
2.14    REPORT TO WORK AND MINIMUM PAYMENT (ALL EMPLOYEES).....	19
<b>ARTICLE 3 - EMPLOYEE BENEFITS .....</b>	<b>20</b>
PREAMBLE    BENEFITS TRUST .....	20
3.01    PENSION .....	21
3.02    SERVICE RECOGNITION PAY.....	22
3.03    SEVERANCE PAY .....	22
3.04    GROUP INSURANCE.....	23
3.05    MEDICAL SERVICES PLAN OF BRITISH COLUMBIA.....	23
3.06    EXTENDED HEALTH BENEFITS .....	23
3.07    DENTAL CARE PLAN .....	24
3.08    CONTINUATION OF BENEFITS.....	24
3.09    SICK/MEDICAL LEAVE .....	24
3.10    W.C.B. ADDITIONAL BENEFIT .....	27
3.11    BEREAVEMENT LEAVE.....	27
3.12    LEAVE OF ABSENCE.....	28
3.13    INSURANCE - EMPLOYEES' TOOLS .....	30
3.14    METRIC CONVERSION.....	30
3.15    WET WEATHER CLOTHES AND FOOTWEAR .....	30
3.16    PARENTHOOD LEAVE .....	31
3.17    PATERNITY LEAVE .....	33
3.18    STATUTORY HOLIDAYS.....	33
3.19    EMPLOYEE ASSISTANCE PROGRAM.....	34
3.20    JURY DUTY.....	34
<b>ARTICLE 4 - RESPONSIBILITIES AND TERMS OF EMPLOYMENT.....</b>	<b>34</b>
4.01    DEFINITIONS .....	34
4.02    POSTING OF POSITIONS.....	35
4.03    PROMOTIONS AND TRANSFERS.....	37
4.04    LAYOFF AND RECALL .....	38
4.05    BOARD INITIATED TRANSFERS .....	40
4.06    CLASSIFICATION/ RECLASSIFICATION/ JOB EVALUATION/ MAINTENANCE .....	41
4.07    DAY ENGINEER OR CUSTODIAN .....	41
4.08    AFTERNOON ENGINEER AND CUSTODIAN .....	42

4.09	AFTERNOON AND NIGHT SHIFTS .....	42
4.10	DEMOTION .....	42
4.11	ASSIGNED BY THE BOARD .....	42
4.12	NOTICE OF TRANSFER .....	42
4.13	SENIORITY LIST .....	42
4.14	SPECIAL EDUCATION/DISRUPTION OF PROGRAMS.....	43
4.15	CLERICAL AND CUSTODIAL RELIEF .....	43
4.16	POSTING CASUAL/TEMPORARY POSITIONS .....	43
4.17	TRADES PROGRESSION/APPRENTICESHIP PROGRAMS .....	44
4.18	ON-THE-JOB TRAINING .....	47
4.19	JOB GUARANTEE.....	47
4.20	CONTRACTING OUT .....	47
4.21	TIMES OF PAYMENT & PAY STUB INFORMATION .....	47
4.22	RIGHT TO HAVE STEWARD/CUPE DESIGNATE PRESENT .....	48
4.23	PERMISSION TO LEAVE WORK .....	48
4.24	TERMINATION.....	48
4.25	DISMISSAL .....	49
4.26	COMPULSORY RETIREMENT AGE .....	49
4.27	EXCLUDED SENIORITY .....	49
4.28	THE BOARD SHALL NOT DISCRIMINATE .....	50
4.29	AFFIRMATIVE ACTION.....	50
4.30	EVALUATION REPORTS .....	51
4.31	PROFESSIONAL DEVELOPMENT DAY .....	51
4.32	WEARING OF UNIFORMS .....	51
4.33	UNIFORMS .....	51
4.34	SPECIAL EDUCATION UPGRADING.....	51
4.35	SPECIAL EDUCATION CLASSIFICATIONS .....	51
<b>ARTICLE 5 - TECHNOLOGICAL CHANGE.....</b>		<b>52</b>
5.01	DEFINITION .....	52
5.02	NOTICE .....	52
5.03	TRANSFER ARRANGEMENTS.....	52
5.04	TRAINING BENEFITS .....	53
5.05	TRAINING PERIOD .....	53
5.06	EXISTING SYSTEM AND/OR THE INTRODUCTION OF NEW SYSTEMS .....	53
5.07	DISPUTES AND RESOLUTION .....	54
<b>ARTICLE 6 - VISUAL DISPLAY TERMINAL.....</b>		<b>54</b>
6.01	HOURS OF WORK AND MINIMUM STANDARDS .....	54
6.02	GLARE PROTECTION .....	55
6.03	EYE PROTECTION .....	55
6.04	MACHINE MAINTENANCE AND RADIATION TESTING .....	55
6.05	GRIEVANCE PROCEDURE .....	55
<b>ARTICLE 7 - AMALGAMATION, MERGER, AND REGIONALIZATION PROTECTION .....</b>		<b>56</b>
7.01	AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION.....	56
<b>ARTICLE 8 - BARGAINING PROCEDURES .....</b>		<b>56</b>
8.01	BARGAINING AGENCY .....	56
8.02	PERSONNEL COMMITTEE .....	57
8.03	UNION BARGAINING COMMITTEE .....	57
8.04	NEGOTIATIONS.....	57
8.05	NOTICE OF MEETING .....	57
8.06	PRIVILEGE OF ATTENDING MEETINGS.....	57
8.07	CHAIRING OF MEETINGS .....	57

<b>ARTICLE 9 - GRIEVANCE PROCEDURE .....</b>	<b>58</b>
9.01 GRIEVANCES.....	58
9.02 ARBITRATION .....	58
9.03 EXTENSIONS IN TIME FOR EXPEDITED ARBITRATION MEETINGS.....	60
9.04 GENERAL POLICY GRIEVANCES .....	60
9.05 DOCUMENTED COMPLAINTS REGARDING EMPLOYEES .....	60
9.06 PROOF OF GUILT.....	61
<b>ARTICLE 10 - GENERAL PROVISIONS .....</b>	<b>61</b>
10.01 UNION MEMBERSHIP .....	61
10.02 MANAGEMENT RIGHTS.....	61
10.03 DEDUCTION OF DUES .....	62
10.04 INDEMNIFICATION .....	62
10.05 PICKET LINE .....	63
10.06 CLERICAL BENEFITS IN FORCE .....	63
10.07 COMMUNICABLE DISEASE PROTECTION .....	63
10.08 BOARD LIABILITY.....	63
10.09 DRIVING ALLOWANCE .....	63
10.10 ACCIDENT REIMBURSEMENT .....	64
10.11 FIRST AID CERTIFICATE .....	64
10.12 COURSE REIMBURSEMENT.....	65
10.13 VANDALISM - EMPLOYEE'S MOTOR VEHICLE.....	65
10.14 VOLUNTEER HELP .....	65
10.15 CHANGES THAT AFFECT PERSONNEL .....	66
10.16 CONTINUATION OF ACQUIRED RIGHTS.....	66
10.17 UNSAFE PRACTICES .....	66
10.18 POLITICAL ACTION.....	66
10.19 OVERNIGHT TRIPS.....	66
<b>ARTICLE 11 - LABOUR/MANAGEMENT COMMITTEE .....</b>	<b>67</b>
11.01 COMPOSITION OF LABOUR MANAGEMENT COMMITTEE .....	67
11.02 FUNCTION OF THE COMMITTEE .....	67
11.03 MEETINGS OF COMMITTEES .....	67
11.04 CHAIRPERSON OF THE MEETING.....	67
11.05 MINUTES OF MEETINGS .....	68
11.06 JURISDICTION OF COMMITTEE .....	68
<b>ARTICLE 12 - WAGE SCALES .....</b>	<b>68</b>
12.01 SCHEDULE "A" .....	68
12.02 SCHEDULE "B" .....	68
12.03 SCHEDULE "C".....	68
12.04 SCHEDULE "D".....	68
12.05 SCHEDULE "E".....	68
12.06 SCHEDULE "F".....	69
<b>ARTICLE 13 - TERMS OF AGREEMENT .....</b>	<b>69</b>
13.01 TERM.....	69
13.02 AGREEMENT .....	69
13.03 LABOUR CODE.....	69

**THIS AGREEMENT made and entered into this  
17<sup>th</sup> day of July 2002**

**BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 40 (NEW WESTMINSTER),  
In the Province of British Columbia,**

**(hereinafter called the "Board"),  
OF THE FIRST PART**

**AND**

**THE NEW WESTMINSTER SCHOOL BOARD  
EMPLOYEES' UNION,  
LOCAL 409, CANADIAN UNION OF PUBLIC EMPLOYEES,**

**representing employees of the Board  
who are affected by this Agreement and for whom  
it has been certified as being the sole bargaining agency,**

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

**WHEREAS The Board is an Employer within the Meaning of the Labor  
Code of British Columbia;**

**AND WHEREAS the Union is a labour organization within the meaning  
of the said ACT and is the bargaining authority for that group of  
employees engaged in Secretarial, Clerical, marking, Chef Assisting,  
Special Education Child Care/Youth, Noon Hour Supervising, Custodial,  
Grounds, and any Trades person engaged in Maintenance;**

**AND WHEREAS both parties to this Agreement, in order to maintain the  
existing harmonious relationship between the Board and its employees,  
have agreed each with the other on the following for the orderly and  
expeditious consideration and settlement of all matters of mutual  
interest as follows:**

**ARTICLE 1 - DEFINITIONS**

**1.01 Definitions**

**(a) Probationary Employee**

A probationary employee is a newly hired employee in their first four- (4) months of employment. The employment of a probationary employee may be terminated by the Board at any time during this probationary period if in the judgment of the Board the probationary employee is considered to be not satisfactory by reason that the probationary employee has failed to meet the Board's standards of:

- (i) Production quality;
- (ii) Production quantity;
- (ii) Personal integrity;
- (iv) Ability to work in general harmony with others.

**(b) Regular Full Time Employee**

A regular full-time employee shall be defined as an employee who has served the probationary period and who is employed each working day during the calendar year on a full-time basis.

**(c) Full Time School Term Employee**

A full-time school term employee shall be defined as an employee who has successfully completed the probationary period and who is employed each school day during the school year on a full-time basis.

**The Board may employ a full time school term employee each working day during the calendar year on a full time basis provided that the employee agrees. Such work arrangements shall be maintained as long as that employee remains in the position.**

**(d) Part Time School Term Employee**

A part-time school term employee shall be defined as an employee who has successfully completed the probationary period and who is regularly employed during the school year on less than a full-time basis. Included in this category are noon hour supervisors.

**The Board may employ a part time school term employee each working day during the calendar year on a part time basis provided that the employee agrees. Such work arrangements shall be maintained as long as that employee remains in the position.**

**(e) Temporary Employee**

A temporary employee shall be defined as an employee who is employed to:

- (i) work on capital projects,
- (ii) relieve in established positions, and
- (iii) augment the regular work force on seasonal projects.

Temporary employees shall receive seniority **in accordance with the provisions of Article 1.01 (h) Secondary Seniority and shall be entitled to regular seniority and** all benefits under Article 3 upon completion of four (4) months of service or earlier as provided for in this agreement.

**(f) Casual Employee**

- (i) A casual employee shall be defined as an employee who has been employed on a day-to-day basis for relief or emergency work.
- (ii) A casual employee who works for more than four (4) continuous months shall be deemed to be a temporary employee as provided in 1.01 (e) above.
- (iii) The Board will not fill a position with a casual employee(s) for more than four (4) months by terminating and re-hiring an employee or by terminating and re-hiring a series of casual employees.
- (iv) **Casual employees shall receive seniority in accordance with the provisions of Article 1.01 (h) Secondary Seniority.**

- (v) **Upon attaining a regular, school term or temporary position a casual employee shall be credited with all time worked as a temporary and casual employee in the previous twelve- (12) months.**
- (vi) A casual employee shall not be entitled to benefits other than those to which he or she is entitled by reason of Statute.
- (vii) The Board shall complete the form attached as Schedule "F" for each casual employee hired and shall provide a copy of each completed form to the Union.
- (viii) The pay period for casual employees will close on the Friday, one week prior to pay day, so that the payroll cheques will represent payment for time actually worked.

(g) **Seniority**

Seniority shall be defined as length of service in the bargaining unit. It is understood that for the purpose defining "continuous service," a school term employee or any other employee who, because of Spring, Summer or Winter break, does not work those breaks, shall not be considered to have a break in their continuous service if they work immediately before and directly after the Spring, Summer or Winter break.

**Secondary Seniority**

- (i) **Employees who have been casual/ temporary for the longest period of time shall be recognized as having the greatest amount of secondary seniority.**
- (ii) **Effective, January 1, 2001 casual/ temporary employees shall have secondary seniority for the purpose of applying for a regular or temporary position (via posting) and for the purpose of shift assignment, which includes assignment of available work.**
- (iii) **Secondary Seniority shall be recognized once an employee works a total of sixty**

**(60) shifts in any twelve- (12) month period.**

**For the purpose of calculating the secondary seniority of an employee the total number of shifts worked since June 15, 2000 shall be used. A shift shall be defined as any day on which an employee has worked.**

**On November 30 and May 31 of each year, the Board shall post a secondary seniority list of all employees who have secondary seniority. This list shall be posted in each school and work area. A copy shall be forwarded to the Union. Any objection or question with respect to the secondary seniority of any employee will be settled within sixty (60) days of the list being posted.**

- (iv) Secondary seniority shall be lost in the event the employee refuses or fails to respond to five (5) consecutive call-ins or call-outs in a school year or in the event that an employee is not called in or out for work for any twelve (12) month period or if the employee is terminated and not reinstated or if the employee terminates his/her employment with the Board. An employee who is unavailable for call-in or call-out shall notify the employer in advance in writing except in cases of emergency or illness. Unavailable shall include periods of taking a vacation in which case the employee shall notify the employer of the dates on which they are unavailable. Failure to provide such notification shall be deemed to be a failure to respond.**
- (v) Employees who have attained secondary seniority shall be offered short-term work (work not requiring posting) for which they are qualified on the basis of their secondary seniority.**

(vi) For the purpose of filling temporary or regular positions, an employee who has secondary seniority and who applies for such a position, shall be considered for a temporary or a regular position after employees with regular seniority and prior to outside applicants. Outside applicants will only be considered after all internal applicants.

(vii) In the event that a casual employee with secondary seniority is working in a casual assignment of specified duration when another casual, regular, term or temporary position arises, the employee shall complete the casual assignment before being reassigned unless the parties agree on an earlier date.

(i) **Calculation - Anniversary Date**

The date of hire shall be considered the Anniversary Date when considering seniority of Regular employees, full-time employees and part-time employees. Temporary and casual employees shall receive seniority in accordance with the provisions of Article 1.01 (e) Temporary Employee and Article 1.01 (h) Secondary Seniority.

(j) **Shifts**

Shifts shall be defined as follows:

- (i) Day Shift - A shift of eight (8) consecutive hours of work exclusive of meal times, completed by 7:00 p.m., Monday to Friday inclusive.
- (ii) Afternoon Shift - Afternoon Shift employees shall receive eight (8) hours pay per shift, including one-half hour for meal time and such shift shall be completed by 2:00 a.m., Monday to Saturday inclusive.
- (iii) Graveyard Shift - Graveyard Shift employees shall receive eight (8) hours pay per shift, including one-half hour for meal time and such shift shall be scheduled between the hours of 12:00 midnight and 8:00 a.m.,

Monday to Saturday inclusive. Such employees shall also be paid a differential of five (5) cents an hour.

- (iv) Special Shifts - Maintenance and custodial employees may be employed on a shift other than the regular day shift. Such shift shall be a special shift and shall be defined as eight (8) consecutive hours in a twenty-four hour period.

(k) **Noon Hour Supervisors/Crossing Guards**

Noon Hour Supervisors/Crossing Guards shall receive 12% in lieu of all benefits and have bumping rights only within the category of noon hour supervisors or crossing guards.

<b>Article 2 - WORKING CONDITIONS</b>
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**2.01 Hours of Work and Overtime - Maintenance**

- (a) **Hours of Work** - The hours of work for all employees classified under Article 1.01 (a) and (b) and those employees working on the Operations Crew shall not be more than eight (8) consecutive hours per day, five (5) days per week, Monday to Friday inclusive, with the exception of:
  - (i) three (3) Operations Crew men; and
  - (ii) three (3) Groundsmen, who shall not work more than eight (8) hours per day, five (5) days per week, Monday to Saturday inclusive, with two (2) consecutive days off, one of which shall be Sunday. Provisions of this section applying to those in exception shall apply solely and exclusively to the personnel listed in (a), and (b) herein. It is further agreed between both parties to this collective agreement that this provision shall not be deemed nor used as a precedent with respect to changing of the hours or work week for any other classification and it is further understood that all benefits accorded those on a Monday to Friday basis shall apply to those persons in exception in (i) and (ii) herein.

- (b) **Overtime** - all time worked beyond the normal shift shall be deemed to be overtime. Where conditions necessitate overtime and where the work is authorized, such overtime shall be paid for at the rate of double time. Employees authorized to report to work before the start of their regular shift shall not be released from work before the end of their shift so as to avoid payment of overtime.
- (c) **Overtime Bank** - All employees who are required to work overtime shall elect at the time of working such overtime either to be paid for or to receive compensating time off. The time sheet for that period shall record the election of the employee.

Time off in lieu of pay shall be taken at a time mutually agreed upon by the employee and the Secretary-Treasurer/ Operations Manager and/or **Director of Human Resource Services**. Additional accrued overtime shall be paid upon request at holiday time or by December 31st of the year in which the overtime was worked.

- (d) **Call-Out** The Board agrees to pay regular full-time employees a minimum of two (2) hours at overtime rates when they are called back to work after completing their regular shift but before the start of their next regular shift, save only that if the call-out is between the hours of 8:00 a.m. and 10:00 p.m. and for a period of less than thirty (30) minutes then only one (1) hour's overtime will be paid.

**2.02 Hours of Work and Overtime - Clerical**

- (a) **Hours of Work - Clerical**
  - (i) The hours of work for Clerical employees (except Community Education) shall not normally exceed seven (7) consecutive hours per day, Monday to Friday inclusive. Such hours shall be between the hours of 6:30 a.m. and 4:30 p.m.

**The hours of work for Clerical employees may be increased by the Board from seven (7) hours to eight (8) consecutive hours provided that the incumbent in the position agrees to the eight- (8) hours.**

**Once the hours have been increased to eight (8) the position shall not be subject to a reduction in hours until the position is vacated by that incumbent.**

- (ii) The hours of work for Community Education shall not normally exceed seven (7) consecutive hours per day, Monday to Saturday inclusive.

**The hours of work for Community education may be increased by the Board from seven (7) to eight (8) consecutive hours provided that the incumbent in the position agrees to the eight- (8) hours.**

**Once the hours have been increased to eight (8) the position shall not be subject to a reduction in hours until the position is vacated by that incumbent.**

Such hours of work shall be between the hours of 8:00 a.m. and 9:00 p.m., Monday to Thursday; and 8:00 a.m. - 4:30 p.m., Friday and Saturday.

**(b) Overtime**

Where conditions necessitate overtime, and where work is authorized, such overtime shall be paid at the rate of double time.

The Board shall keep overtime to a minimum and, except for the following, overtime shall be voluntary:

- (i) Emergency call-out; and
- (ii) Rental of Board premises.

**(c) Call-Out**

Not less than two (2) hours at the said overtime rate shall be paid when an employee is called back to work after regular working hours.

**(d) Lunches and Rest Periods**

- (i) Lunch and rest periods shall be taken in the following manner:

- (ii) those working four (4) hour shifts shall take a ten-(10) minute rest period.
- (iii) those working five-hour shifts shall take one ten-(10) minute rest period and may take one lunch period of up to sixty (60) minutes.
- (iv) those working 6-hour shifts shall take two ten (10) minute rest periods and may take one lunch period of up to sixty (60) minutes.
- (v) Full time employees shall take two ten (10) minute rest periods and one lunch period of between thirty (30) and sixty (60) minutes.
- (vi) Employees shall maintain their current lunch period unless it is mutually agreed to shorten or lengthen it.

**2.03 Four Hour Minimum (Implemented October 1, 2000)**

- (a) An employee reporting for work and starting work shall be paid a minimum of four (4) hours per shift or the actual number of hours of work, whichever is greater.**
- (b) The four- (4) hours shall be consecutive but may exclude up to a one- (1) hour lunch period.**
- (c) Exemptions from the four (4) hour minimum:**
  - (i) student/noon hour supervisors**
  - (ii) crossing guards (minimum daily hours of work shall be two (2) hours)**
  - (iii) small schools with less than 50 students in which case a two (2) hour minimum shall apply**
  - (iv) call-outs pursuant to Article 2.01(d) and 2.02 (c)**
  - (v) Hume Park Elementary, where the minimum daily hours of work shall be two (2) hours**
  - (vi) (other positions by mutual agreement)**

- (d) The application of this Article may require the combining of jobs by the employer. Where the combining of jobs occurs for the purpose of this article, the highest rate of pay of the combined positions shall be at the highest rate of pay for all hours worked in the position.
- (e) Where posting is required, additional hours of less than four hours may be posted as "additional hours" and are available to employees who are able to accept the hours in addition to their current assignment.

**2.04 Special Education Assistants and Special Assistants**

Special Education Assistants and Special Assistants who work six (6) hours or less per day and who are required by the teacher for consultation, and who otherwise are unable to meet during their normal working hours for whatever reason **shall** be granted up to one (1) hour per week with pay at the request of the teacher, and authorization of the principal in order to meet for consultation at a mutually agreeable time or times.

**2.05 Vacation and Holiday Periods**

Annual vacations with pay shall be granted on the following basis:

- (a) Employees who have not completed one (1) year of service shall be granted one and one-half (1 1/2) days for each completed month worked to a maximum of fifteen (15) working days.
- (b) Employees who have completed their year of service prior to December 31st in any year will be entitled to holidays as listed below:

After one year	15 working days
After seven years	20 working days
After fifteen years	25 working days
After twenty years	30 working days

- (c) The annual vacations for Engineers, Custodians and Storekeepers shall be taken after the end of the first week in July each year and shall be completed prior to the end of the third week in August.
- (d) The following shall have the option of splitting their vacations into two (2) periods if approved by the Board

through the Secretary-Treasurer and/or **Director of Human Resource Services**:

- (i) Maintenance Employees and Custodians entitled to four (4) or more weeks' vacation so long as **it is** within July or August;
  - (ii) Trades employees entitled to three (3) or more weeks' vacation; and
  - (iii) Clerical employees entitled to four (4) or more weeks' vacation.
- (e) Employees who do not qualify for three- (3) weeks' vacation shall, upon request, be allowed sufficient leave of absence without pay so that they may enjoy a minimum of three weeks vacation.
- (f) On retirement, an employee shall be entitled to that portion of vacation pay due pro-rated for the period between his/her date of hire and the date of retirement.
- (g) Any full time employee shall also have the option of taking no more than two weeks outside the months of July and August if approved by the Board through the Secretary-Treasurer, and/or **Director of Human Resource Services** provided that no application for more than one week shall qualify for consideration by the Board unless at least six weeks' written notice is given.
- (h) Employees who do not normally work during school closures shall have the option of receiving vacation pay during Christmas and/or Spring school closures. The Payroll Department must receive at least four weeks' notice in writing. The Board will include a written reminder with the last pay cheque issued to such employee before the notice must be given. Any vacation pay not paid to such employees during the Christmas and Spring closures shall be paid at the end of the school year and employees shall be deemed to be taking their remaining vacation for the number of days for which they receive vacation pay.
- (i) Employees shall be allowed to carry over one (1) week's vacation to the next year at the rate current when the vacation is taken provided that no employee shall take less than two- (2) weeks' vacation per year.

**2.06 Holiday Forms**

These are supplied by the School Board and are to be completed and returned to the Secretary-Treasurer's and/or **Director of Human Resource Services'** office not later than May 15th of each year in order that Holiday schedules can be posted by June 1st.

**2.07 Temporary Change of Shift**

Where a regular full-time Maintenance or Custodial employee is required to change shifts on a temporary basis, the Board guarantees a minimum of forty- (40) hours' pay in each work week.

**2.08 Occupational Health and Safety**

**(a) Composition of the Committee**

An Industrial Health and Safety Committee of four (4) shall be established with equal representation from the Board and the Union. The Committee shall elect from its number a chairman and a secretary, one of whom shall be a representative of the Union and the other of the Board.

**(b) Function of the Committee**

The Committee shall assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the Industrial Health and Safety program and shall comply with the Regulations of the Workers' Compensation Board.

**(c) Meetings**

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

- (i) Reports of current accidents or industrial diseases, their causes and means of prevention;
- (ii) Remedial action taken or required by the reports of investigations and inspections; and
- (iii) Any other matters pertinent to industrial health and safety.

Minutes of the meeting shall be recorded by the secretary and copies shall be forwarded immediately to the Secretary-Treasurer of the Board, the Secretary of the Union and the Workers' Compensation Board.

(d) **Duties of the Committee**

- (i) Determine that regular inspections of the place of employment have been carried out, as required by W.C.B. Regulations.
- (ii) Determine that accident investigations are made, as required by the W.C.B. regulations.
- (iii) Recommend measures required to attain compliance with W.C.B. Regulations and the correction of hazardous working conditions.
- (iv) Determine that structures, equipment, machinery, tools, methods of operation and work practices are in accordance with the W.C.B. Regulations.
- (v) Consider recommendations from the work force with respect to industrial health and safety matters and recommend implementation where warranted.
- (vi) The Health and Safety Committee shall have the right to stop any work considered unsafe or hazardous.

(e) **Safety and Health Reports, Records and Data**

The Board shall provide the members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month. In addition, the Board shall provide members of the Committee with any other health and safety records in the possession of the Board, including records, reports and data provided to and by the Workers' Compensation Board and other government departments and agencies relating to safety and health.

**2.09 Injury Pay**

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of

such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

**2.10 Other Regulations**

There shall be compliance with all other regulations contained in the Workers' Compensation Act.

**2.11 The Right to Refuse Unsafe Work**

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she or a member of the Health and Safety Committee believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations.

There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered to or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

**2.12 Bank Deposits**

The employee responsible for making Board Bank deposits shall, where a deposit exceeds one thousand (\$1,000.00) dollars, be entitled to have the deposit made by another employee or be accompanied by another employee.

**2.13 Sexual Harassment and Personal Harassment**

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

- (a) Sexual harassment includes deliberate, repeated and/or unsolicited comments, gestures, or physical contacts with sexual over-tones that can be reasonably interpreted to be unwelcome, offensive or objectionable, and to cause discomfort, humiliation or interference with the work performance of the complainant; and threats or reprisals or denial of employment opportunity for refusal to comply with a sexually-oriented request.

- (b) Personal harassment is defined as behaviour which may embarrass, injure, agitate, upset, or disturb an employee.
- (c) In the first instance, the complaint shall be investigated by the Secretary-Treasurer and/or the **Director of Human Resource Services** of the Board and the President of the Union, or the President's designate, and treated in strict confidence.

Failing resolution by the Secretary-Treasurer and the President, the complaint may be grieved under the terms of the Grievance Procedure contained in the collective agreement and shall be dealt with at step (4).

- (d) No employee shall be subject to reprisal or threat of reprisal as a result of filing a complaint under this clause. It is recognized, however, that false or malicious complaint may damage the reputation or be unjust to other employees and therefore disciplinary action may apply in cases where false or malicious complaints are lodged.
- (e) Neither the harasser nor the harassee shall be a member of any committee struck to resolve a grievance under this section.
- (f) Where an employee has been found under clause section (a) or (b) above to have committed sexual or personal harassment, the Board shall institute appropriate disciplinary action. No harassee shall be transferred without the harassee's consent. No transfer of the harassee shall result in a lesser rate of pay or shorter hours of work and every effort will be made by the Board to transfer the harassee into a comparable position.

#### **2.14 Report to Work and Minimum Payment (All Employees)**

Where an employee reports for a shift and no work is available, such employees shall be paid for a minimum of two (2) hours and in the event work is available and the employee commences the same, a minimum of four (4) hours shall be paid.

**ARTICLE 3 - EMPLOYEE BENEFITS**

**Preamble      Benefits Trust**

The parties have agreed to participate in a jointly trusted benefits trust and shall place their dental, extended health, group life insurance and benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

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

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

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

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

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

### 3.01 Pension

- (a) The following classifications of employees shall be eligible for **pension** as set forth in the "Pension (Municipal) Act":
  - (i) "Regular full-time Employees" as defined in Article 1.01 (b).
  - (ii) "full-time School Term Employees" as defined in Article 1.01 (c).
  - (iii) "part-time School Term Employees" as defined in Article 1.01 (d) who are employed for four or more hours each working day. This is conditional upon their contributions being compulsory.
  - (iv) "Temporary Employees" as defined in Article 1.01 (e) who are employed more than four (4) hours per day.
- (b) In addition to the regular contribution of employees eligible for superannuation as defined in Article 1.01, an additional one (1%) per cent contribution shall be made by the Board and matched by the employee and placed in the employee's annuity account.
- (c) In the event of a Regular Full Time, Full Time School Term or Part Time School Term employee being injured as a result of his/her employment, the Board will continue to pay the Board's portion of the service contribution to the Superannuation Commission and the Annuity Account for such employees covered thereby for a period of six (6) months from the date of injury.
- (d) All employees of the Board who reach Superannuation age as set forth in the "Pension (Municipal) Act" shall be retired whether contributing under the Act or not.
- (e) All employees concerned shall be advised three (3) months in advance of the date of their superannuation. On being superannuated, or upon leaving the services of the Board without a pension after attaining maximum retirement age as set forth in the "Pension (Municipal) Act", such employee shall receive one (1) month's pay as a gratuity, providing the employee has been in the service of the Board for five (5) years immediately preceding the date of retirement.

- (f) Employees on the Pension Plan shall not be removed from the Plan because of a reduction of hours from full time.

**3.02 Service Recognition Pay**

One and one-half day's pay for each year of service shall be paid employees with at least eight years of continuous service with the Board upon:

- death in the service;
- voluntary resignation;
- retirement;
- wrongful dismissal by the Board;

provided that employees retiring in their eighth year of continuous service shall be paid for eight years' service.

**3.03 Severance Pay**

If an employee is terminated by the Board for reasons of declining enrollment or budgetary constraints the following provisions shall apply:

- (a) the employee shall have sixty (60) days within which to elect one of the following:
- (i) to receive pay for service. The following schedule shall apply:
- one (1) full year's service - two days' pay;
  - two (2) full years' service, less one (1) day -two (2) days' pay for each year;
  - three (3) full years' service - four (4) days' pay for each year;
  - four (4) full years' service - four (4) days' pay for each year;
  - five (5) full years' service, less one (1) day - four (4) days' pay for each year;
  - Five (5) years' service and over - eight (8) days' pay for each full year.
- (d) If, in the year when the employee elects to receive severance pay, the employee has worked less than a full year, the severance pay for that year shall be pro-rated on the basis of each full month worked, or;
- (i) To be placed on the recall list.

- (c) If the employee elects to receive the severance pay provided in 3.01 (a) or 4.04 (d):
  - (i) there shall be no entitlement to Service Recognition Pay under 3.02 of this Article.
  - (ii) All seniority rights and all rights to recall under Articles 4, 5, 7 and 8 shall be forfeited.
- (d) If the employee elects to be placed on the recall list, seniority shall accrue for a period not exceeding one (1) year from the date of being placed on this list. If at any time during such year the employee is employed by the Board, the one- (1) year limitation shall be extended by the duration of such employment.
- (e) If the employee elects to be placed on the recall list the employee shall, subject to the seniority limitation provided in (c), remain on the list for a period of two (2) years.

#### **3.04 Group Insurance**

Upon being appointed, all employees, except casual employees, who qualify under the terms of the Group Insurance coverage then in force after four (4) months' continuous service. The Group Insurance coverage shall be the equivalent of twice the average annual salary of each employee except casual employees, the calculation of which average shall be made on the first work day in January of each year.

The Board agrees to contribute **one hundred (100%) per cent** of the basic cost of this plan.

#### **3.05 Medical Services Plan of British Columbia**

All employees will be eligible provided their applications are accepted by the Medical Services Plan of British Columbia. The Board agrees to contribute **one hundred (100%) per cent** of the basic cost of this plan.

#### **3.06 Extended Health Benefits**

The Board agrees to contribute **one hundred (100%) per cent** of the cost of the Extended Health Plan through the Medical Services Association or other carrier as may be mutually agreed.

The Extended Health Plan includes:

- (a) the vision care option which specifies One Hundred and Fifty (\$150.00) dollars as being the maximum amount claimable during any consecutive twenty-four (24) month period.
- (b) the hearing aid option for employees and dependents up to the age of sixty-five (65) for a maximum of Five Hundred (\$500.00) dollars per person in a five (5) year period.
- (c) a lifetime benefit of one hundred thousand dollars (\$100,000.00).

### **3.07 Dental Care Plan**

The Board agrees to contribute **ninety (90%) per cent** of the cost of a Dental Care Plan through the Medical Services Association or other carrier as may be mutually agreed upon, for regular full-time, full time school term and part time school term employees after four (4) months' continuous service that provides;

- 100% Plan A;
- 60% Plan B;
- 50% Plan C;

(Plan C will include member and/or dependent to age 25 if attending school and a lifetime maximum benefit of \$2,500.00).

### **3.08 Continuation of Benefits**

The employee who either resigns or retires and has served at least twenty-five (25) years with the Board or is 55 years old, shall also have the option to continue benefit coverage to the age of 65 if he/she pays 100% of the premiums.

### **3.09 Sick/Medical Leave**

- (a) (i) All employees classified under Article 1.01 (a) and (b) will be allowed eighteen (18) days per annum for sick leave with full pay, subject to the production of a certificate of such illness or quarantine exceeding three (3) days and signed by a duly qualified medical practitioner. Provided, in the case of a regular full-time employee whose sick leave in any year is less

than the aggregate allowance, the unused portion of this allowance shall be treated as cumulative to the extent of one hundred (100%) per cent of such unused portion of it without limitation to the number of days used in any one year.

- (ii) At the end of each calendar year, the Board shall provide a statement of accumulated sick leave to each employee.
- (iii) The Board shall pay the cost of any medical certificate required under this Article.
- (b) (i) All term employees will be allowed sick leave with full pay on the basis of: fifteen (15) days per calendar year in proportion to their hours worked.
- (ii) In the event a term employee has unused sick leave to his credit at the end of the then calendar year, he shall be credited with one hundred (100%) per cent of such unused portion of it without limitation to the number of days used in any one year.
- (iii) A medical certificate must be produced for any absence after three (3) days upon request of the Secretary-Treasurer, and/or the **Director of Human Resource Services** of the Board.
- (iv) The Board shall pay the cost of any medical certificate required under this Article.
- (c) All temporary employees shall be entitled to one and a half days' sick leave per month in proportion to their hours worked.
- (d) If the duration of the leave taken under Article 3.09 (a), (b), or (c) is five (5) or less days and the medical practitioner treating the employee refuses to complete a certificate, the entitlement of the employee to sick leave with full pay will be subject to completion by the employee of a Statutory Declaration which complies with the forms of Schedule "E". The Board shall pay the cost of any medical certificate or Statutory Declaration required under this Article. (A copy of Schedule "E" is attached.)

- (e) Employees who have exhausted accumulated sick leave will be entitled, subject to the terms of the various plans which include Medical Services Plan, Extended Health Plan, Dental Plan and Group Insurance, to be covered by such plans up to six (6) months, provided the employee pays his or her share of premiums.
- (f) A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

(g) **Illness in Family**

A regular, probationary, term or temporary employee may have deducted from accumulated sick leave his/her absence from work for a period not exceeding five (5) days per calendar year which results from the illness of a child, spouse, common law spouse including those of the same sex, or significant other providing that the following are first delivered to the Secretary-Treasurer, and/or **Director of Human Resource Services** of the Board:

- (i) A certificate signed by a duly qualified medical practitioner confirming that the patient requires home care; and
- (ii) A written statement from the employee confirming that there is no person other than the employee capable of providing such care.

The Board shall pay the cost of any medical certificate required under this Article.

(h) **Recovery of Sick Pay - Insurance Settlements**

An employee who has used up any portion of his/her sick leave entitlement because of a non-compensable sickness or accident, may at her/his option have all or part of the sick leave entitlement restored upon payment to the Board when and if the employee receives a settlement from a third party.

(i) **Long Term Disability**

The Board agrees that in the event a Long Term Disability Plan is implemented by the Local Union, the Board will cover the full costs of administering the plan.

**3.10 W.C.B. Additional Benefit**

- (a) A regular maintenance or clerical employee who is hurt on the job shall be compensated by the Board up to a period of six (6) months from the date of the accident for the difference between his/her regular pay and that received from Workers' Compensation Board. The Board shall contribute payment of the employer's service contribution.
- (b) The Board shall abide by the Workers' Compensation Board regulations.
- (c) No employee shall have his/her vacation entitlement reduced as a result of being on Workers' Compensation.
- (d) For the next six (6) month period at his/her regular rate of pay, with the difference between the Workers' Compensation benefits and his/her regular rate of pay being charged to sick leave where such sick leave credits have been accumulated.
- (e) Having exhausted all sick leave, or at the end of twelve (12) months, the Board shall not supplement the payment made by the Workers' Compensation Board.

**3.11 Bereavement Leave**

- (a) (i) A regular, probationary or casual employee shall be granted a maximum of five (5) days' leave without loss of pay in the case of the death of a husband, wife, common law spouse including those of the same sex, child, foster child, guardian, parent, parent-in-law, grand-parent, brother, sister, son-in-law, daughter-in-law, or grandchild.
- (ii) On written application to the Secretary-Treasurer and/or the **Director of Human Resource Services**, an employee in

3.11(a)(i) above may be granted a maximum of five (5) days leave without loss of pay in the case of the death of any other person deemed a significant other. Such request for leave will not be unreasonably denied.

- (b) A regular employee shall be granted one-half (1/2) day without loss of salary or wages to attend a funeral as a pallbearer or mourner, provided such employee has the consent of the Secretary-Treasurer and/or the **Director of Human Resource Services** (for the purpose of clarification, an employee shall be entitled to a maximum of four hours off without loss of wages or the actual hours an employee is scheduled to work, whichever is the lesser).
- (c) On written application to the Secretary -Treasurer and/or the **Director of Human Resource Services** or his designate, consideration will be given to additional time off in bereavement situations not included in the (a) and (b) above, without loss of salary or wages.

### 3.12 Leave of Absence

#### (a) **Leave of Absence for Union Business**

Time off without pay may be granted to an employee who is an official representative of the Union upon application to and permission of the Secretary Treasurer or **Director of Human Resource Services** when it becomes necessary to transact business in connection with matters affecting members of the Union. The Board will continue to pay the wages and benefits provided in this agreement and will bill the Union accordingly.

#### (b) **Leave of Absence for Full-Time Union Business**

An employee elected or selected by Local 409 for a full-time position with the local shall be granted leave of absence on the following conditions:

- (i) The leave is requested by the Local in writing;
- (ii) The request allows the Board adequate notice to employ a suitable replacement;
- (iii) On return from leave of absence, the employee shall be appointed to the first

vacant position for which the employee is qualified with seniority to when the leave commenced.

- (iv) The Local shall request in writing each year a renewal of the leave; otherwise, the same will terminate.
- (v) On compliance with the foregoing conditions herewith, the Board will continue to pay the wages and benefits required under this Agreement provided that in each month the Union repays all such monies to the Board.

(c) An employee elected or selected to a full time position with an affiliate of the Union shall be granted leave of absence without pay or benefits and with seniority to when the leave is commenced, subject to the following conditions:

- (i) The leave is requested by the employee in writing.
- (ii) The request allows the Board adequate notice to employ a suitable replacement.
- (iii) On return from leave of absence, the employee shall be appointed to the first vacant position for which the employee is qualified with seniority to when the leave commenced.
- (iv) The employee shall request in writing each year a renewal of the leave; otherwise the same will terminate.

(d) **Leave of Absence for Public Office**

In recognition of an employee's right to participate in public affairs the Board shall, upon written request, grant leave of absence without pay to an employee running for public office. If the leave does not exceed five (5) working days in total, the Board will continue to pay its share of the employee's benefits; otherwise, the entire cost of such benefits shall be paid by the employee.

An employee elected to public office shall be granted leave of absence without pay or benefits. On return

from leave of absence the employee shall enjoy the same seniority as when the leave commenced.

(e) **Leave of Absence - General**

Time off without pay for a period not exceeding three (3) months **shall** be granted to an employee upon written application to and with the permission of the Secretary-Treasurer and/or the **Director of Human Resource Services** of the Board. **Such permission shall not unreasonably be withheld.** The Board will continue to pay its share of the employee's benefits during such a period. **This leave shall not be used for purposes of working elsewhere.**

(f) **Leave of Absence - Education**

Employees shall be entitled to an Educational Leave without pay of up to one (1) year to attend a recognized post secondary or trade institution provided that the employee has been employed with the Board for two (2) consecutive years or provided that two (2) years have elapsed since the employee's return to work from a previously approved educational leave.

Such leave shall be requested in writing no later than two (2) months prior to the requested start date of the leave.

(g) **Paid Leave of Absence**

Employees shall be allowed up to one (1) day's leave of absence with pay and without loss of seniority and benefits to obtain his/her Canadian citizenship.

**3.13 Insurance - Employees' Tools**

The Board agrees to insure employees' tools where used on the job against loss by fire and theft during working hours.

**3.14 Metric Conversion**

The Board shall repay any costs incurred by an employee as a result of metric conversion.

**3.15 Wet Weather Clothes and Footwear**

(a) The Board agrees to supply wet weather clothes and rubber boots for employees of the Grounds staff.

- (b) The parties have agreed that all employees required to wear safety footwear shall receive an annual premium of **\$100 for outside and trades positions and \$50 for other employees, where WCB requires safety footwear**. This allowance shall be paid in October of each year.
- (c) The parties have further agreed that the following employees shall be entitled to this allowance, as well as any employee who is advised by the W.C.B. that they must wear safety footwear:
- trades workers;
  - grounds workers;
  - utility workers;
  - storekeeper.

### **3.16 Parenthood Leave**

- (a) (i) Upon an employee's delivery to the Board of a certificate of a duly qualified medical practitioner stating such employee is pregnant and that delivery of the child will probably occur on or about a specified date, the Board shall permit such employee to be absent from work at any time or times chosen by such employee during the six (6) week period immediately preceding that date and following that date for a maximum period of one (1) year.
- (ii) A male employee may in the event of the birth of the employee's child take unpaid parenthood leave of up to one (1) year.
- (b) The Board shall not dismiss an employee or give notice of dismissal of an employee because of absence authorized by (a) hereof or for any reason arising out of that absence, until and unless the employee has been absent for a period in excess of the total leave provided for in this Article 3.16. The onus of proving that the reasons for the dismissal of an employee is not his/her absence as authorized by (a) above or any reason arising out of that absence is on the Board.
- (c) Apart from the leave to which any employee is entitled under (a) above, an employee may apply for and

obtain parenthood leave commencing no more than six (6) months prior to the expected birth of a child, providing that such application is given in writing to the Secretary-Treasurer and/or the **Director of Human Resource Services** of the Board at least thirty (30) days prior to when the leave is requested to commence.

- (d) The total period for which leave following delivery is granted under (a) shall not exceed one (1) year.
- (e) All employees on leave under (a) above shall notify the Secretary-Treasurer or the **Director of Human Resource Services** at least thirty (30) days prior to the date upon which the employee intends to return from the leave.
- (f) An employee on parenthood leave who fails to notify the Board of their return to work within eleven (11) months following the beginning of the leave shall be deemed to have resigned from the employment of the Board.
- (g) In the case of an employee wishing to return to work prior to the requested date of return to work the employee shall give the Board thirty (30) days notice thereof.
- (h) If the Secretary-Treasurer and/or the **Director of Human Resource Services** considers the work of the employee to be injurious or dangerous to the health of the employee, he may require such employee to take an earlier parenthood leave which, however, shall not commence more than six (6) months prior to the expected birth of the child.
- (i) The word "leave" wherever used in this Article shall be deemed to mean the right to be absent from work without pay, to suffer no loss of seniority or benefits and shall require the Board to pay its share of the benefits of such employee.
- (j) If an employee adopts a child which is in the care of the employee, then the employee shall be entitled to all the parenthood leave otherwise available under this Article.
- (k) Parenthood Leave shall only be available to employees who have completed more than four (4) months of service with the Board.

- (l) An employee on parenthood leave shall be entitled to paid sick leave during the period of such leave upon presentation of a medical certificate.

**3.17 Paternity Leave**

Leave of absence with pay for five (5) days shall be granted for paternity leave. Leave granted under this Article 3.17 shall be granted by the Secretary-Treasurer, and/or the **Director of Human Resource Services** upon receipt of a verbal or telephone request or upon the submission of an application for Leave of Absence. Employees who verbally request such leave shall on return from paternity leave submit a written application for the leave.

**3.18 Statutory Holidays**

All employees classified under Article 1.01 (a), (b), (c) and (d) shall be paid or time off with pay shall be granted for holidays that may be declared by the Federal, Provincial, or Municipal governments. Employees under Article 1.01 (e) shall receive Statutory Holidays which fall during their period of employment. For the purposes of this Agreement, "Statutory Holidays" means:

- |                |                  |
|----------------|------------------|
| 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       |                  |

When any of the aforementioned holidays fall on a Saturday, the employee shall receive the immediately preceding Friday off with pay.

When any of the aforementioned statutory holidays fall on a Sunday, the employee shall receive the following Monday off with pay.

When any of the aforementioned statutory holidays fall on an employee's scheduled day off, or should an employee be required to work on a statutory holiday because the statutory holiday is on a regular school day, the employee shall receive another day off with pay at a time mutually agreed upon between the Board and the Union.

Any employee who is required to work on a statutory or declared holiday or day given in lieu of a statutory or declared holiday shall be paid at double his/her standard rate of pay for every hour worked in addition to his/her regular pay.

If a statutory holiday occurs while an employee is on annual vacation, he/she shall receive an extra day in lieu of such holiday.

Employees classified under Article 1.01 (c) or (d) shall be paid for eleven (11) Statutory holidays during the year, i.e. New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

### **3.19 Employee Assistance Program**

The parties recognize the benefits of an Employee Assistance Program to be used by the employees as needed. Such a program must be confidential and non-disciplinary in nature.

The Board shall pay eighty (80) per cent of the cost of the EAP and the Union shall pay twenty (20) per cent of the cost. All administrative costs shall be borne by the Board.

### **3.20 Jury Duty**

Where an employee is required to serve on a jury and is absent from work, said employee shall continue to receive his/her regular wage rate or salary, it being understood and agreed that said employees shall pay to the Board any monies received by him or her for jury duty.

## **ARTICLE 4 - RESPONSIBILITIES AND TERMS OF EMPLOYMENT**

### **4.01 Definitions**

#### **(a) Promotion**

A promotion is the movement of an employee from one position to another involving increased responsibilities and duties, an increase in pay, an increase in hours of work, or the movement to a position with a preferred shift.

(b) **Employee Initiated Transfers**

- (i) A transfer is the lateral movement of an employee to another position within the same classification or to another position which involves similar responsibilities and duties.
- (ii) Employees may transfer by way of job postings.

(c) **Demotion**

A demotion is defined as the movement of an employee to a position involving reduced responsibilities and duties, where there is a reduction in the hours of work or where there is a reduction in the rate of pay.

**4.02 Posting of Positions**

(a) **Job Postings**

- (i) When a new position is created, when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent, when there is an increase in hours of work of more than one hour more per shift in a school year, or when a school term position becomes a regular position the employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for a minimum of ten (10) days, effective April 1, 1996. (For the purpose of clarification, it is understood that if a position has an increase of one (1) hour or less, the position does not need to be posted if the incumbent accepts the increase in hours; however, such increase cannot occur more than once twelve month time period without a posting. If the increase in hours makes the position full time, the position must be posted).
- (ii) Positions shall be posted not later than one (1) week after the vacancy has occurred.
- (iii) Vacancies arising from normal retirement shall be posted sixty days prior to the

employee's date of retirement provided the Board has received adequate notice.

- (iv) The Board shall maintain a voice mail information system to be used by employees who are absent from work during the posting period. The voice mail system shall allow employees to apply for positions.

(b) **Information in Postings**

- (i) A posting shall contain the following information: nature of position; qualifications; required knowledge and/or education; skills; shift; hours of work; wage rate or range; specific school or location.
- (ii) Such qualifications and requirements shall be those contained in the class specification for the position which has been agreed to and signed as such. Where there is no class specification agreed to and signed, then the qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

(c) **Outside Advertising**

- (i) Outside advertisement of any vacancy shall be placed only after the vacancy has been posted as in (a) above.
- (ii) Consideration of outside applicants shall be made only after inside applicants have been short-listed and processed.

(d) **Interviews**

The Board shall interview all employees who apply for a position posted by the Board and whose application and support documents are consistent with the employee having the qualifications required by the position unless the most senior applicant is awarded the position.

(e) **Filling of Vacancies**

The Board agrees to fill every vacancy without undue delay but shall name the successful applicant and provide the Secretary of the Union, in writing, with the name of the successful applicant for the posted position, within fifteen (15) working days of the closing date of the posting. Such period may be extended by mutual agreement in writing.

(f) All vacancies created by promotions or transfers shall be filled on a temporary basis, until such promotions or transfers have been confirmed upon completion of the trial period or upon the return of an employee to their former position.

(g) The Board shall ensure that all jobs are posted in the various work locations of the employer for at least ten (10) consecutive days. In the case of positions posted during Spring, Summer, or Winter breaks the employer shall ensure those position(s) are posted on the Job Posting voice mail system for a period of at least fourteen (14) days to ensure that employees on vacation and or absent for other reasons have an opportunity to apply for the posted positions.

**4.03 Promotions and Transfers**

(a) **In making promotions, demotions, transfers or layoffs of employees, the required knowledge, ability and skills for the position shall be the primary consideration. Where two (2) or more applicants are deemed by the Board to be capable of fulfilling the duties of the position, seniority with the Board shall be the determining factor.**

(b) (i) Before an employee is promoted or transferred the employee shall be given fifteen (15) working days within which to work at the new position and decide whether the employee will accept it.

(ii) Where the employee cannot reasonably be expected to reach a decision within fifteen (15) working days the employee shall, with the prior written approval of the Secretary-Treasurer and/or the **Director of Human Resource Services**, be given up to five (5)

additional working days within which to reach a decision.

- (iii) If the employee declines the new position there will be no promotion or transfer. If the employee accepts the new position the employee will be deemed on a trial period, effective the date the employee was appointed to the new position.

(c) **Trial Period**

- (i) Definition - The initial four month period in each position held by the same employee during which the Board finds whether or not the employee is able (or will be able with job orientation) to meet the basic job requirements.
- (ii) If an employee is unable to meet the basic job requirements he/she will be returned to his/her former position.

- (d) If under (ii) a position is left vacant the position may be filled by the next capable employee who applied for the position when it was posted.
- (e) When an employee is promoted or is transferred to a higher paid position then the employee shall be paid the rate of pay established for the position.
- (f) An employee who is temporarily transferred by the Board or is relieving in and performing the duties of a higher paid position shall be paid at such higher rate.

**4.04 Layoff and Recall**

(a) **Definition of Layoff**

A layoff shall be defined as any reduction in the regular hours of work as defined in this Agreement. Employees who are laid off shall be notified one month prior to the layoff. If the employer fails to give one month's notice, the employee shall receive one month's pay in lieu of notice.

(b) **Role of Seniority in Layoffs**

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

(c) **Bumping**

(i) An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.

(ii) a) When a position is vacant and an employee who has been laid off is qualified pursuant to Article 4.03 (a), the laid off employee shall have the first priority to fill the vacant position. The employee will still retain recall rights to his/her former position for up to one year.

b) Effective October 1, 1996, it is understood that any vacant position will be posted pursuant to 4.02(a). First priority will go to a laid off employee if that employee is the most senior of the qualified applicants.

(d) **Severance Option**

An employee about to have his/her hours reduced may elect not to bump and may instead choose to take severance pay as provided in Article 3.03 under the conditions shown below:

(i) The effect of the reduction in hours is to change an employees status from regular to school term, or;

(ii) the employee's hours of work are being reduced by one or more hours per shift in the school year, and;

(iii) the laid off employee is at least fifty years of age.

(e) **Recall Procedure**

Employees shall be recalled in the order of their seniority.

(f) **No New Employees**

Effective April 1, 1996, New employees shall not be hired until those laid off have been given an opportunity of recall. Employees on recall shall be offered casual employment in classifications for which they are qualified prior to casual employees without seniority. If the employee cannot be contacted or fails to respond as requested, the Board shall be deemed to have made the offer to the employee.

(g) **Postings While on Recall**

All employees on recall shall receive copies of all postings. An employee on recall shall be deemed to have applied for any posted position in their former classification with the same hours of work and shift. If the employee is the senior applicant then the employee shall be awarded the position (recalled to that posted position) and shall no longer be on recall.

(h) **Failure to accept Recall**

An employee on the recall list may reject recall once only to a posted position. If the employee rejects recall a second time to a posted position, then the employee will be deemed to have voluntarily resigned.

**4.05 Board Initiated Transfers**

a) The Board has the right to transfer an employee. If the Board initiates the transfer it shall be deemed to be involuntary. Normally an employee shall not be involuntarily transferred by the Board more than once in a calendar year.

b) The Board shall follow the following guidelines when considering a Board initiated transfer:

(i) such transfer may occur where it is a swap of positions where the employee not being

transferred agrees to the swap. Such swap must be within the same classification.

- (ii) such transfer may occur where there is a vacancy in the same classification. In such cases the employer may transfer the employee and shall then post the new vacancy.
- (iii) where the Board initiated transfer involves a swap of positions of different classifications both employees must agree to the swap; and the positions must have similar responsibilities and duties and the same pay.

- c) The Board shall notify the Union of any Board initiated transfers prior to the transfer. The notice shall include the reasons for the transfer.

Board initiated transfers are subject to the grievance procedure. Except in emergency situations such involuntary transfers shall not take place until the grievance procedure is completed (if a grievance is filed).

#### **4.06 Classification/ Reclassification/ Job Evaluation/ Maintenance**

**If an employee believes a position is improperly classified, or, if a new classification is created, the matter shall be referred to the Joint Job Evaluation Committee (Schedule G) whose function shall be to determine the appropriate rate of pay by using the Job Evaluation Manual.**

#### **4.07 Day Engineer or Custodian**

The Day Custodian or Custodian C shall accept the care of the school buildings and the comfort of the occupants as his/her responsibility and shall be prepared to do the necessary emergency work if and when it is required. The Custodian shall not be responsible for the mechanical or power failure of automatic heating units, but it shall be incumbent upon him/her to make periodic inspections when conditions warrant the same, and advise the Administrative Officer/Supervisor of Operations when he/she is not available for this duty.

Custodians in charge on day shift shall use their own discretion for starting time as they are responsible for the care of the school buildings and the comfort of the occupants. The thirty-

(30) minute lunch period shall not be included in their hours of work.

The Day Custodian or Custodian in Charge is responsible to ensure that there is an overlap between the Day and Afternoon shifts, so that no school is left unattended without the permission of the Administrative Officer/Supervisor of Operations, provided that this shall in no way be deemed to affect any of the working conditions otherwise granted to Day Custodians or Custodians in Charge under this Agreement.

It shall be the duty of the Day Custodian or Custodian C to ensure that the cleaning and maintenance schedules as laid out by the Administrative Officer/Supervisor of Operations are satisfactorily performed.

**4.08 Afternoon Engineer and Custodian**

Custodians on afternoon shift will supply heat only as and when directed.

**4.09 Afternoon and Night Shifts**

All work schedules for employees on afternoon and night shifts will be as set out by the Administrative Officer/Supervisor of Operations.

**4.10 Demotion**

When an employee is demoted, the employee shall be paid the rate of pay for the position to which he or she is demoted.

**4.11 Assigned by the Board**

When an employee is assigned by the Board to a position paying a lower rate, the employee's rate shall not be reduced.

**4.12 Notice of Transfer**

The Board shall give seven (7) days notice to any employee being transferred from one school to another upon the completion of the employee's probation period and after being allocated to a school or area.

**4.13 Seniority List**

On **January 15** each year, the Board shall post a **regular** seniority list of all employees in the bargaining unit. **On November 30 and May 31 of each year, the Board shall**

**post a secondary seniority list of all employees who have secondary seniority. These lists** shall be posted in each school and work area. A copy of **each list** shall be forwarded to the Union. Any objection or question with respect to the seniority of any employee will be settled within sixty (60) days of the list being posted.

#### **4.14 Special Education/Disruption of Programs**

In Special Education, serious difficulties may be experienced with loss of rapport with a student(s) and/or disruption of programs when bumping or transfers occur.

Special Education Assistants and Special Assistants may be transferred, promoted and/or bump with effect, at Winter Break, at Spring Break or from the beginning of a new school year unless otherwise approved by the Board. Any employee who may suffer a financial loss of wages due to the postponement of an otherwise legitimate transfer, promotion or right to bump, shall be compensated fully by the Board.

#### **4.15 Clerical and Custodial Relief**

The Board shall establish a list of clerical and custodial employees to relieve or assist in the filling of positions in the District. Such employees shall accrue seniority within the categories for the purpose of being called to work pursuant to Article 4.04. Notwithstanding this provision, any employee who is working less than seven (7) hours per day or eight (8) hours per day and/or five (5) days per week shall be called to work if:

- (a) the required work does not conflict with the work currently being performed by the employee in the District;
- (b) the required work will not result in the employee working longer than a seven (7) hour day or an eight (8) hour day as the case may be unless approved by the Board in which event overtime will be paid; and
- (d) there is compliance with Article 4.03 (a).

#### **4.16 Posting Casual/Temporary Positions**

- (a) Whenever there is a requirement for a casual employee which is likely to continue for a period exceeding **thirty working days**, the Board will post the position as a temporary position. If the position is filled by a person already employed by the Board, the

posting to the position vacated by such employee shall also be as a temporary position.

- (b) If an incumbent accepts the position in (a) above and the position becomes redundant in two months or less, the employee shall be returned to his/her former position. If the position becomes redundant after two months, then the employee shall be laid off subject to the layoff and recall procedures contained in this Agreement.

#### **4.17 Trades Progression/Apprenticeship Programs**

The parties agree that if the Apprenticeship Board does not accept the Board as an employer for the purpose of apprenticeships then the Trades Progression in the Collective Agreement shall apply.

##### **(a) Trades Progression**

Upon being selected for the apprentice trades position, the employee should undertake course work to upgrade his/her status towards Trades position. Remuneration for courses taken shall be pursuant to Article 10.12.

The selection of an employee as a Trades Helper or any position in the progression does not guarantee that the employee will be upgraded automatically.

If the aptitude, performance and abilities of the employee are not found to be satisfactory when evaluated by the Supervisor of Operations, the employee will not progress to the next level of progression. Nothing in this Article shall preclude an employee who obtains a trades qualification from progression automatically to the Trades II position if a vacancy in the trade then exists.

##### **(b) Apprenticeship Programs**

- (i) All vacancies for apprentice positions shall be posted in accordance with the Collective Agreement and all employees shall have the opportunity to bid on the apprenticeship positions.
- (ii) In selecting applicants for on-the-job training, the Board shall apply Article 4.03.

- (iii) Upon being selected for the apprentice trades position, the employee should undertake course work to upgrade his/her status towards Trades position.
- (iv) Apprentice position shall be on a full time basis of eight hours per day commencing at no less than the Utility Person rate.
- (v) The usual four months' trial period will apply to this position.
- (vi) Progression from one rate to the next shall be as follows:
 

Start	Utility Person rate
After 4 months	Trades Helper
After 16 months	Trades Improver
After 28 months	Trades I
Upon completion of apprenticeship	Trades II
- (vii) It is expected that the employee will complete the Apprenticeship Program and respective course work within the time period designated by the Apprenticeship Training Branch. Extensions shall be granted for sick leave or injury as necessary.
- (viii) The course costs for the Apprenticeship Program are to be paid by the Apprenticeship Branch and, if note, will be paid by the Employer.
- (ix) An apprentice shall be paid the difference between the regular rate of pay and the sum of any board, lodging, transportation or other allowances granted by the Ministry of Labour and/or Canada Manpower while attending full time courses requiring five or more hours of instruction per day set by a training authority established by the Apprenticeship and Tradesmen's Qualification Act during each year of apprenticeship. This payment shall be made for only one course of apprenticeship completion and certification. No payment shall be made to an apprentice for repetition of a

course occasioned by his/her failure to pass an examination.

- (x) After providing proof of successful completion of all criteria and course work for the Apprenticeship Program, the employee's pay rate will change from Trades I rate to Trades II rate effective the first of the month after completing the necessary documentation.
  - (xi) In cases of failure on the part of any apprentice to fulfill his/her obligations in respect to school attendance, the Board, subject always to the Grievance Procedure contained in this Agreement, shall have the authority to recommend to the Apprenticeship Branch of the Ministry of Labour, British Columbia, that they suspend or revoke his/her agreement, or to notify the Union of the violation for disciplinary action. Any appeal through the Grievance Procedure shall be settled prior to a recommendation being made to the Apprenticeship Branch of the Ministry of Labour. If the apprenticeship agreement is revoked, the employee shall be placed on recall.
  - (xii) Should the apprentice wish to terminate the apprenticeship agreement he/she may obtain other position through the job posting, however, he/she shall not be eligible to apply for another apprenticeship in that trade. If he/she is unable to attain another position, the employee shall be placed on recall.
  - (xiii) An apprentice who is placed on a recall list as identified in (k) or (l) above shall be subject to the terms of Article 3.03 except that severance pay would be available only after a full year on the recall list.
- (c) In the event that an apprentice is required to attend classes during his/her normal working hours, the employee shall be paid his/her full rate of pay at the regular hourly rate. No payment shall be made for repeating a course. It is understood that an employee attending class or a course full time will not be expected to work their regular shift in addition to the class/course.

#### 4.18 On-the-Job Training

The Board shall, whenever possible, institute a system of "on-the-job" training so that any employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising under Article 4.03 (a).

#### 4.19 Job Guarantee

- (a) Each regular full-time **custodian and** maintenance employee shall be guaranteed employment by the Board for one (1) year of at least two thousand eighty-eight (2,088) hours, it being understood that this does not apply to employees dismissed as provided in (n) and is not a guarantee of job position.
- (b) Each regular full-time clerical employee shall be guaranteed employment by the Board for one (1) year of at least one thousand eight hundred and twenty-seven (1,827) hours, it being understood that this does not apply to employees dismissed under this Agreement and is not a guarantee of job position.

#### 4.20 Contracting Out

- (a) In order to provide job security for the members of the bargaining unit, the Board agrees that it shall not contract out work where it results in a layoff, reduction in hours **or positions**, or a failure to recall an employee who has the seniority and required knowledge, ability and skills necessary to perform the work.
- (b) **Further, the employer agrees that prior to contracting out work of a new nature it shall first be discussed with the Union.**
- (c) **If, after the discussions provided for in (b) above the Board decides to proceed with the contracting out it shall provide the Union with the reasons.**
- (d) **The parties agree to establish and follow guidelines with regard to the contracting out of certain work.**

#### 4.21 Times of Payment & Pay Stub Information

- (a) All employees (except casuals) will be paid every second Friday (by direct deposit). Cheques for casual employees will be available for pick up on Friday

morning. Any cheques for casual employees not picked up before 4:00 p.m. will be mailed.

**Pay stubs shall reflect earnings and deductions, showing hourly rates that time was earned.**

**4.22 Right to Have Steward/CUPE Designate Present**

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the interview in order that the employee may contact his/her steward or a local Union officer to be present at the interview.

A steward or Local Union Officer shall have the right to consult with a C.U.P.E. Staff representative and to have him/her present at a discussion with supervisory personnel when advised that the purpose of the interview is for disciplinary purposes.

Each employee shall be notified of the name of his/her immediate non-union supervisor.

**4.23 Permission to Leave Work**

The employer agrees that officers of the Union shall be entitled to visit all job sites for the purposes of carrying out Union business. The Union recognizes that each union officer is employed by the employer and that she/he will not leave his/her work during working hours except to perform his/her duties under this agreement. Therefore, no union officer shall leave his/her work without obtaining the permission of his/her supervisor. Such permission will not be unreasonably withheld.

**4.24 Termination**

- (a) The engagement of a regular full time and full time or part time school term employee may be terminated only upon authority of the Board.
- (b) Subject to (a) above, if the employee has more than four- (4) months' service but less than one (1) year of service, the Board shall give such employee two- (2) weeks' notice or two weeks' pay in lieu of notice.
- (c) If the employee has more than one (1) year's service, then the Board shall give such employee one (1) month's notice or one (1) month's pay in lieu of such notice.

- (d) The notice required to be given to a full time or part time school term employee must be given and expire during a regular working period.
- (e) Temporary employees shall not be entitled to notice of termination of employment by the Board.

#### **4.25 Dismissal**

- (a) A regular and term employee may be dismissed only upon authority of the Board.
- (b) The Secretary-Treasurer and/or the **Director of Human Resource Services** may suspend any employee and the Administrative Officer/Supervisor of Operations may suspend any member of the custodial or maintenance staff subject to confirmation by the Secretary-Treasurer and/or **Director of Human Resource Services**. Any suspensions shall be reported immediately to the Board which shall deal with the case at its earliest convenience.
- (c) Employees, for cause, may be dismissed without notice, and subject to Statutory Regulations be deprived of benefits they would otherwise receive on retirement; provided, however, that any employee dismissed with or without notice and/or benefits shall have the right after dismissal to appeal to the grievance procedure.

#### **4.26 Compulsory Retirement Age**

Compulsory retirement shall be as set forth in the "Pension (Municipal) Act." All employees shall be retired from the service of the Board at the end of the calendar month in which the said employee attains the compulsory retirement age.

#### **4.27 Excluded Seniority**

- (a) An employee who was originally within the bargaining unit and prior to April 14, 1994 assumed an excluded position shall continue to accumulate seniority which shall be applicable for all purposes if the employee later returns to the bargaining unit.
- (b) An employee who was originally employed in an excluded position shall not accumulate seniority.

- (c) An employee who is in the bargaining unit and accepts an excluded position shall lose all seniority rights upon completion of the probationary period in the excluded position or the completion of four (4) months whichever is the lesser.
- (d) No employee joining the bargaining unit after holding an excluded position shall displace a member of the bargaining unit and may only assume a vacant position which has been posted in accordance with this Agreement.

**4.28 The Board Shall Not Discriminate**

The Board agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or activity in the Union or any other reason.

**4.29 Affirmative Action**

- (a) Each employee has the right of equality of opportunity based on bona fide qualifications in respect of his/her employment advancement, or promotion by the Board, and, without limiting the generality of the foregoing, the Board shall in no event refuse to employ, or continue to employ, or advance or promote any employee or discriminate against that employee in respect of employment or a condition of employment unless reasonable cause exists for such refusal or discrimination.
- (b) For the purpose of Subsection (a):
  - (i) The race, religion, colour, age, marital status, ancestry, place of origin, or political belief of the employee shall not constitute reasonable cause;
  - (ii) The sex of the employee shall not constitute reasonable cause unless it relates to the maintenance of public decency;

- (iii) A conviction for a criminal or summary conviction charge shall not constitute reasonable cause unless such charge relates to the occupation or employment, or to the intended occupation, employment, advancement or pro-motion of the employee.

#### **4.30 Evaluation Reports**

An employee shall be shown each written evaluation report on the employee's performance. Copies of all such reports shall be placed on the employee's file. The employee shall sign any evaluation report confirming that he or she has read the report. The format of the evaluation report shall be agreed upon by the Board and the Union.

#### **4.31 Professional Development Day**

- a) All days designated by the Board or School as a Professional Development day shall be deemed to be a working day for all employees, with the exception of noon-hour supervisors **and crossing guards.**
- b) **During Professional Development Days, if the development schedule for that day is pertinent to CUPE jobs, mandatory attendance is required.**

#### **4.32 Wearing of Uniforms**

It is agreed that the wearing of issued uniforms is a condition of employment.

#### **4.33 Uniforms**

All uniforms supplied by the Board shall, where possible, be Canadian and Union made.

#### **4.34 Special Education Upgrading**

It is agreed that any current employee working in a Special Education position who is required by the Board to upgrade their certification/status shall have the costs of such upgrading paid by the Board.

#### **4.35 Special Education Classifications**

Effective July 4, 1994, all Special Education Assistants who have ten years or more of service with the Board, or who have a Child Care Worker Certificate, Community Support Worker

Certificate (or their equivalent from another jurisdiction) shall be placed at Pay Grade 6. The Board shall prior to December 31, 1994 arrange for the testing and assessment of these Special Education Assistants to determine what courses if any would qualify them for the Special Education Assistant Certificate or the Child Care Worker Certificate. The assessment process shall be done by an appropriate professional from the institute offering these certificates. It is expected the ten year Special Education Assistant will then enroll in a program to attain the appropriate certificate. Failure to enroll will result in the employee's rate being returned to Pay Grade 4. it is understood that if a course is unavailable or full, then the rate will not be negatively effected.

**ARTICLE 5 - TECHNOLOGICAL CHANGE**

**5.01 Definition**

- (a) In this Article "Technological Change" means any change in:
  - (i) the introduction of equipment, material or processes different in nature, type or quantity from that previously utilized.
  - (ii) in the work, undertaking or business carried on by the Board including any change in function performed and including the removal of any part of the work, undertaking or business.

**5.02 Notice**

The Board will give to the Union, in writing, at least one hundred and twenty (120) calendar days' notice of any intended technological change that:

- (a) affects the terms and conditions, or security of employment of any employee to whom this Agreement applies; and/or
- (b) alters the basis upon which this Agreement was negotiated.

**5.03 Transfer Arrangements**

- (a) An employee who is rendered redundant or displaced from his/her job as a result of technological change

shall be given an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform.

- (b) If there is no vacancy, he/she shall have the right to displace employees with less seniority, provided he/she is able to perform the job, as per the layoff and recall and severance provisions contained elsewhere in this Agreement, and provided that the training procedures in respect to technological change have been exhausted.

**5.04 Training Benefits**

- (a) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation such employee shall, at the expense of the Board, be given a period of time not to exceed one (1) year, during which they may perfect or acquire the skills on the job necessitated by the new method of operation.
- (b) There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified to the new position created by the technological change.

**5.05 Training Period**

The training provided for in this Article shall be given during the hours of work whenever possible. Any time devoted to training due to technological change shall be considered as time worked. The Board has the right to monitor progress.

**5.06 Existing System and/or the Introduction of New Systems**

The Board shall provide the Union with all information concerning the existing system and/or the introduction of new systems. The personnel committee shall monitor and analyze any changes in the system to ascertain:

- (a) the appropriate number, type and location of employees likely to be affected by the change;
- (b) the effects the change may be expected to have on the employee's working conditions and terms of employment;

- (c) Health and safety effects and general working environment.

#### **5.07 Disputes and Resolution**

- (a) Any disputes arising in relation to adjustment to technological change shall be discussed between the representative of the two parties to this Agreement, without stoppage of work.
- (b) If any disputes cannot be settled by direct negotiations, either party may refer the matter directly to an arbitration board constituted under Article 9.02 (a) or (b) of this agreement, bypassing all other steps in the grievance procedure, without stoppage of work.

<b>ARTICLE 6 - VISUAL DISPLAY TERMINAL</b>
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#### **6.01 Hours of Work and Minimum Standards**

- (a) Employees working with VDT and CRT equipment shall have a fifteen (15) minute break in every two- (2) hours worked in front of a screen.
- (b) No employee shall be permitted to work for more than six (6) hours per day, including the fifteen- (15) minute breaks, at a VDT-CRT.
- (c) An employee will not be required to monitor a VDT screen during the last half-hour of a shift.
- (d) An employee who works on a VDT and who submits a medical certificate stating that continued VDT operation may result in health damage will be considered for transfer under Article 4.03 (Promotions and Transfers).
- (e) A pregnant employee shall have the option to refuse or to continue to operate a VDT. In the event that she wishes to continue, she is required to produce a written statement from her medical practitioner giving permission and stating for what period she may continue to work. In the event that she does not wish to continue and if there is not sufficient work available to permit a reassignment, the employee will be considered to be on parenthood leave.

## **6.02 Glare Protection**

- (a) The Board shall ensure that measures are taken to prevent glare caused by direct or indirect light.
- (b) Future purchases of VDTs or CRTs shall have user brightness controls and present equipment will be modified for them, as determined by the health and safety committee.
- (c) If the Health and Safety committee agrees with the user of a VDT or CRT that the colour of the screen is causing problems, the board will provide the user with a VDT or CRT which is acceptable.

## **6.03 Eye Protection**

An employee whose duties include working with a VDT screen at least ten (10) hours per week shall be entitled to an eye examination by an ophthalmologist and re-examination by an ophthalmologist every six (6) months thereafter. The Board shall pay the cost of the examinations and for the employee's time unless otherwise covered under a benefit plan.

## **6.04 Machine Maintenance and Radiation Testing**

- (a) The Board will ensure that all visual display terminals are serviced regularly by a fully qualified technician and repaired immediately upon the request of the user.
- (b) Terminals found to be injurious to the health of the operator shall be removed from service until repaired.
- (c) Radiation levels will be tested upon request of the user by a qualified person. Any time a VDT or CRT is being repaired, the technician must ensure that the radiation seal of the machine is intact.

## **6.05 Grievance Procedure**

- (a) Any disputes arising in relation to visual display terminals shall be discussed between the representative of the two parties to this agreement without stoppage of work.
- (b) If any disputes cannot be settled by direct discussions, either party may refer the matter directly to an arbitration board constituted under Article 10.04 of this

agreement, bypassing all other steps in the grievance procedure, without stoppage of work.

**Article 7 - Amalgamation, Merger, And Regionalization Protection**

**7.01 Amalgamation, Regionalization and Merger Protection**

In the event the Employer merges or amalgamates with any other employer, the employer undertakes to do everything possible to ensure that:

- (a) Employees shall be credited with all seniority rights with the new employer.
- (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized with the new employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by C.U.P.E. members with the new employer.
- (d) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.
- (e) No employee shall suffer a loss of employment as a result of merger.
- (f) Preference in location of employment in the merged school district shall be on the basis of seniority.

**ARTICLE 8 - Bargaining Procedures**

**8.01 Bargaining Agency**

The Employer recognizes the Canadian Union of Public Employees and its Local 409 as the sole and exclusive bargaining agent for all of its employees save and except those specifically excluded by the Labour Relations Board of British Columbia, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

**8.02 Personnel Committee**

The Board will maintain a Personnel Committee of three (3) of its members.

**8.03 Union Bargaining Committee**

The Union will elect five (5) of its members as Bargaining Representatives.

**8.04 Negotiations**

(a) The Union bargaining Committee may negotiate with the Personnel Committee of the Board on all matters relating to rates of pay, hours of work, or other working conditions including the promotion or discharge of the employees of the Board.

(b) The Board shall make available to the Union, on request, any information which is readily available and required by the Union for collective bargaining purposes.

**8.05 Notice of Meeting**

In the event of either party wishing to call a joint meeting of the aforesaid Committees, the Board Chairperson shall be notified and shall call same within six (6) days after receipt of such request.

**8.06 Privilege of Attending Meetings**

Any Bargaining Representative in the employ of the Board shall have the privilege of attending such meetings without loss of remuneration.

**8.07 Chairing of Meetings**

All meetings of the aforementioned Committees shall be under the Chair of the Chairperson of the Board (or such other person as shall be mutually agreed upon).

## ARTICLE 9 - Grievance Procedure

### 9.01 Grievances

Any difference concerning the interpretation, application, or operation of this Agreement, or any grievance concerning any alleged violation of this Agreement, or any grievance arising from the suspension, discipline, or dismissal of any employee covered by this Agreement or any question as to whether any matter is arbitratable, shall be finally and conclusively settled without stoppage of work, in the following manner:

- (a) Such difference or grievance shall first be taken up with the employee's immediate supervisor, who is not a member of the bargaining unit, within fourteen (14) days of such difference or grievance arising.
- (b) If such difference or grievance is not settled within seven (7) days, the Union shall present such grievance or difference in writing to the Secretary-Treasurer or his/her designate.
- (c) If the Secretary-Treasurer, or his/her designate, is unable to effect a settlement within seven (7) days, the matter shall then be submitted to a grievance committee composed of two (2) members of the Board's Personnel Committee and two (2) members appointed by the Union.
- (d) If the grievance committee is unable to effect a settlement of such grievance or dispute, within seven (7) days of receipt of such grievance, then the matter may be submitted to a Board of Arbitration within seven (7) days of the failure to reach a settlement, appointed in the following manner:

### 9.02 Arbitration

- (a) **Three Person Board of Arbitration**
  - (i) Each party shall notify the other, in writing of the name and address of their appointee to the Board of Arbitration. Such appointments shall be made within five (5) days of the receipt of the notice to proceed to Arbitration.
  - (ii) The two- (2) persons so appointed shall, within five (5) days, from the date of

appointment of the last member, select a third member of the Board of Arbitration, who shall be chair.

- (iii) Should the members appointed by the parties fail to agree on a chair within five (5) days, the said chair shall be appointed by the Ministry of Labour of the Province of British Columbia.
- (iv) The Board of Arbitration shall finally settle the matter within ten (10) days after the appointment of the chair. The majority decision of the Board of Arbitration shall be final and binding upon the parties; and each party shall be responsible for the expenses of their appointee as well as one-half (1/2) of the expenses of the chair.

(b) **Expedited Arbitration**

The parties agree that there shall be an expedited arbitration process as follows:

- (i) Either party may refer those grievances they wish to have heard at expedited arbitration.

- (ii) **Process**

Those grievances referred to expedited arbitration shall be scheduled within one (1) month.

The location of the hearing is to be agreed to between the parties.

All presentations are to be short and concise and are to include a comprehensive opening statement.

The parties agree to make limited use of authorities during their presentations.

- (iii) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with the Labour Relations Code.

- (iv) Where mediation fails or is not appropriate, a decision will be rendered as contemplated herein and shall be binding on the parties.
- (v) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
- (vi) The parties shall share equally the cost of the fees and expenses of the arbitrator.
- (vii) The expedited arbitrator shall have the same powers and authority as an arbitrator established pursuant to Article 9.02 (a) of this Agreement.
- (viii) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (ix) The expedited arbitrators, who shall act as sole arbitrators, shall be Judi Korbin, Robert Blasina, Don Munroe, Stephen Kelleher, Heather Laing, or Alan Hope. The parties shall rotate through this list. Either party may decline to use the first name next on the list.

**9.03 Extensions in Time for Expedited Arbitration Meetings**

Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the Parties. Such consent will not unreasonably be withheld.

**9.04 General Policy Grievances**

The Union has the right to file a general policy grievance on any matter that affects the welfare of the membership.

**9.05 Documented Complaints Regarding Employees**

The Board shall provide an employee with a copy of every document containing a complaint against the employee. Any written reply by an employee to such a complaint shall form a part of his or her record of employment. Every employee shall have access to his or her records of employment with the Board.

**9.06 Proof of Guilt**

Both parties agree that an employee is considered innocent until proven guilty.

- (a) In cases of discharge and discipline, the burden of proof of just cause shall rest with the Board.
- (b) Evidence shall be limited to the grounds stated in the discharge or discipline notice.

**ARTICLE 10 - General Provisions**

**10.01 Union Membership**

It is agreed and understood that those employees who are at present members of the Union shall remain members of the Union as a condition of continued employment with the Board. It is further agreed and understood that any maintenance personnel hired after January 1, 1968, and any clerical personnel hired after January 1, 1962, shall become members of the Union upon completion of one month's employment and shall remain members of the Union as a condition of continued employment, provided, however, that this clause shall not apply to the private secretaries of the Secretary-Treasurer and the Superintendent of Schools.

**10.02 Management Rights**

- (a) The management, operations and direction of the working force is vested exclusively in the Board, provided, however, that these rights will not be used to discriminate against employees or to breach this Agreement;
- (b) The Board shall have the right to select and promote its employees and to discipline or discharge employees for proper cause, provided that this shall in no way prejudice the right of an employee to grieve any matter under this Agreement.

### **10.03 Deduction of Dues**

- (a) The Board agrees to the check off of all Union dues and assessments levied in accordance with the by-laws of the Union.
- (b) It is understood and agreed that any member of the Union who holds an excluded position is not required to pay Union dues unless on a temporary assignment to such a position.

#### (c) Dues Deduction Data

The Payroll Clerk, at the end of each month, will provide a complete list of employees (other than teachers) to the Secretary-Treasurer of the Union, showing:

- (i) Union dues deducted;
  - (ii) The name, address, telephone number and starting date of all new and current employees; and
  - (iii) The name, address and terminating date of any employee leaving the School Board payroll.
- (d) The Board agrees that at the time of hiring any employee, the Board shall obtain written authorization from the employee to deduct Union dues.
  - (e) Names, addresses and telephone numbers at least once annually upon request by the Secretary-Treasurer of the Union.

### **10.04 Indemnification**

- (a) The Board shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any action or proceeding, whether civil or criminal, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. The indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

- (b) Subsection (a) does not provide a defense where:
  - (i) an employee has, in relation to the conduct that is the subject matter of the action, been found guilty of dishonesty, gross negligence or malicious or willful misconduct, or
  - (ii) the cause of action is libel or slander.

**10.05 Picket Line**

- (a) It is agreed and understood that no employees, individually or collectively, will be required to enter upon any lands or into any building being lawfully picketed, except that employees will be expected to take the necessary emergent action when the safety of school property is involved.
- (b) Failure to cross such a picket line or to perform work of striking or locked out employees, or to handle goods from an employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

**10.06 Clerical Benefits in Force**

Any clerical fringe benefit or condition or work presently in force not mentioned specifically in this Agreement and which is not contrary to the intent of the Agreement shall continue in full force and effect.

**10.07 Communicable Disease Protection**

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

**10.08 Board Liability**

The Board continues to recognize its liability to the Union for any undue failure or neglect on its part to implement any benefit plan agreed upon in writing between the Board and the Union.

**10.09 Driving Allowance**

- a) A driving allowance **will be paid as amended by the Board from time to time but shall not be less than 41 cents per kilometer** for the authorized use of employee-owned vehicles, provided that all driving for which payments made has been recorded in the employee's written log. Where such kilometers exceed 1,609.3 or such mileage exceed 1,000 thereby resulting in an insurance premium increase, the Board will pay the employee the amount of such increase.
- (b) All persons driving their personal vehicle on Board business are covered by the Board's insurance policy except where the employee exceeds 1,600 kilometers in one year while on Board business. In such cases, the employee shall purchase "Business" insurance and shall submit the receipts to the Secretary-Treasurer who shall reimburse the employee the difference between "to and from work" insurance and "business" insurance.

#### **10.10 Accident Reimbursement**

An employee who is authorized to use a Board owned vehicle or his/her own vehicle for Board business shall be paid by the Board the amount of any dollar loss which the employee sustains as a result of any accident during such use provided that the driving of the employee did not constitute:

- (a) gross negligence; or
- (b) a breach of any condition of the Board's insurance covering such use.

#### **10.11 First Aid Certificate**

- (a) Those employees who hold S.O.F.A. Certification and who are required by the board to perform first aid duties in addition to their normal duties shall receive **fifty cents (\$0.50)** per hour in addition to the regular rate. Employees required to perform the above duties shall do so on a voluntary basis, except that certain locations require a first aid person.
- (b) Those employees who hold a valid Industrial First Aid (IFA) certification and who are designated as the First Aid Attendant at a location shall receive **\$1.00** per hour in addition to their regular rate.

- (c) First aid training shall be done on the Board's time, normally during January and February, and in addition the Board shall provide up to one-half (1/2) day, with pay, to enable the employee to prepare for the examination.

**10.12 Course Reimbursement**

The Board shall pay the cost of an academic or technical course taken by an employee if the course has been approved by the Board and successfully completed by the employee. If the course is one which the Board has directed the employee to take, then the Board shall pay the cost irrespective of its successful completion.

**10.13 Vandalism - Employee's Motor Vehicle**

The Board will reimburse an employee whose motor vehicle is damaged due to vandalism provided:

- (a) The vandalism occurs while the vehicle is located on property owned or administered by the Board or on non-Board property while the employee is on Board business.
- (b) At the time the vandalism occurs, the employee is in attendance at a function directly related to his/her assignment.
- (c) The employee provides the Board with a receipt covering the actual cost of repairs.
- (d) That payment will be limited to \$100.00 or the actual cost, whichever is the lesser.
- (e) That the employee reports the incident to the local police.
- (f) That a written statement of claim is filed by the employee certifying the above.

**10.14 Volunteer Help**

Volunteers shall not perform any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties.

**10.15 Changes that Affect Personnel**

The Board agrees that any reports or recommendations about to be made to the Board dealing with matters covered by this agreement, in addition including recommendations for changes in method of operations that may affect wage rates, work loads or reduction of employment, will be made known to the union at such interval before they are dealt with by the Board as to afford the Union reasonable opportunity, thirty (30) calendar days, to consider them and to make representations to the board concerning them.

**10.16 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereinafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation of the issue. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

**10.17 Unsafe Practices**

An employee will not be disciplined for bringing to light any activity or unsafe practices that may be detrimental or pose a hazard to other employees, the students or the public in general. It is understood that in such an event the matter will first be brought to the attention of the Board of Trustees.

**10.18 Political Action**

No employee shall be disciplined for participating in any political action(s) called for/by the Canadian Labour Congress, its affiliates or subordinate bodies (unless such action is declared illegal prior to the action being taken)

**10.19 Overnight Trips**

The Board agrees to pay an employee the sum of thirty dollars (\$30.00) when they are on an overnight trip where there is no relief for the employee.

## **ARTICLE 11 - Labour/Management Committee**

### **11.01 Composition of Labour Management Committee**

A labour management committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Board (including one (1) Trustee where possible). The committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

### **11.02 Function of the Committee**

The committee shall concern itself with the following general matters:

- (a) considering constructive criticisms of all activities so that better relations shall exist between the board and employees.
- (b) discuss career and professional development opportunities.
- (c) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (d) Correcting conditions causing grievances and misunderstandings.
- (e) reviewing new and revised job descriptions.

### **11.03 Meetings of Committees**

The committee shall meet once a month while school is in session at a mutually agreeable time and place. The committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

### **11.04 Chairperson of the Meeting**

A Board and a Union representative shall be designated as joint chairperson and shall alternate in presiding over meetings.

**11.05 Minutes of Meetings**

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE representative and the Board shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

**11.06 Jurisdiction of Committee**

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The committee shall not supersede the activities of any other committee of the Union or of the Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Board with respect to its discussion and conclusions.

<b>ARTICLE 12 - WAGE SCALES</b>
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**12.01 Schedule "A"**

Schedule "A" is the classification of positions which forms part of this Agreement.

**12.02 Schedule "B"**

Schedule "B" is the wage schedule.

**12.03 Schedule "C"**

Schedule "C" is the Definitions of Positions.

**12.04 Schedule "D"**

Schedule "D" is the Letters of Understanding and Miscellaneous Agreements.

**12.05 Schedule "E"**

Schedule "E" is the Statutory Declaration.

**12.06 Schedule "F"**

Schedule "F" is for Employment Placement.

**12.07 Schedule "G"**

Memorandum of Agreement: Pay Equity Implementation and Maintenance Agreement

<b>ARTICLE 13 - Terms of Agreement</b>
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**13.01 Term**

**This Agreement shall be for a term of forty two (42) months with effect from the 1st day of January, 1999, to the 30th day of June 2003, both dates inclusive, and shall remain in full force and effect from year to year thereafter unless either party at any time within four (4) months immediately preceding the date of expiry of the Agreement, or the 30<sup>th</sup> day of June in any subsequent year, by written notice requires the other party to the Agreement to commence collective bargaining. The Board and the Union shall furnish to each other particulars of any changes or amendments either party may desire in the Agreement prior to the 30th day of June in the year in which notice is given hereunder.**

**13.02 Agreement**

The Union and the Board desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Board shall print, at its own cost, sufficient copies of this Agreement, in booklet form, in a Union Shop within thirty (30) days of signing.

**13.03 Labour Code**

It is understood and agreed upon between the Board and the Union that the operations of sub-section (2) of Section 66 of the "Labour Code of British Columbia" is hereby excluded from and shall not be applicable to this Agreement.

IN WITNESS WHEREOF the Board has caused these presents to be sealed with the seal of the Board of School Trustees of School District No. 40 (New Westminster), and signed by the Chairperson and the Secretary-Treasurer of the Board, and Union has caused these presents to be executed

under the hands of its proper officers duly authorized in that behalf as of the day and year first written above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

On behalf of the Board of the  
Board of School Trustees,  
School District No. 40  
(New Westminster)

On behalf of the  
Canadian  
Union of Public  
Employees  
Local 409

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<b>SCHEDULE "A"</b>
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**PAY CLASSIFICATIONS****PAY GRADE 1**

Crossing Guard  
Kitchen Assistant  
Noon Hour Supervisor  
Teacher's Assistant

**PAY GRADE 2**

Marker

**PAY GRADE 3**

Chef Assistant I

**PAY GRADE 4**

Custodian  
Special Education Assistant I

**PAY GRADE 5**

Library Clerk

**PAY GRADE 6**

Child Care Worker/Youth Worker I (Certified)  
Special Assistant  
Special Education Assistant II (Certified or with Diploma)

**PAY GRADE 7**

Safety/Security Officer  
Utility Person (Inside)

**PAY GRADE 8**

Career Resource Clerk  
Duplicating Machine Operator  
Library Technician/Clerk  
Secretary (First Nations)  
Secretary (International Education)  
Secretary (Community Education)  
Secretary (U.B.C. Counselling)  
Secretary/Switchboard(Columbia Square)  
Secretary/Accounts Clerk (Community Education)  
Switchboard/Receptionist

**PAY GRADE 9**

Chef Assistant II  
Elementary School Secretary

**PAY GRADE 10**

Accounting and Information Systems Clerk (Intnl Ed.)  
Assistant Accounting/Payroll Clerk  
Desktop Publishing Technician  
District Resource Technician  
Secretary - Middle School  
Secretary/Interpreter (International Education)  
Storekeeper  
Switchboard/Receptionist/Accounts Payable Clerk

**PAY GRADE 11**

Assistant Accounting Clerk (Accts. Payable)  
Assistant Payroll Clerk  
Computer Support Worker  
Computer Support Worker/Network Technician  
Computer/Library Support Technician  
Data Processing Clerk/Secretary  
Secretary - Massey Office  
Secretary - Personnel/Education  
Secretary - Support Academic Programs  
Secretary - Community Education  
Secretary - Counselling  
Secretary in Charge (Columbia Square)

**PAY GRADE 12**

Accounting Clerk  
Child Care Worker/Youth Worker II (Degreed)  
Payroll Clerk  
Operations Secretary  
Trades Helper  
Utility Person (Grounds)

**PAY GRADE 13**

**PAY GRADE 14**

Trades Improver

**PAY GRADE 15**

Trades I

**PAY GRADE 16**

Electrician  
District Information Technologist  
Trades II

Notes: 1) "Term Employees" shall be paid on a daily rate basis and shall advance through the

increment structure of the classification in which employed.

- 2) A custodian in charge of a school shall be paid \$.10 per hour above the scheduled rate plus an allowance of \$.05 per hour for each member of the custodial staff under his/her supervision.
- 3) An employee operating the Board's tractor shall be paid an additional **\$1.00** per hour while operating the tractor.
- 4) Every custodial employee shall be given no less than two weeks of training during his/her probation period with the Board.
- 5) Leadhand rate shall be \$.35 per hour plus \$.10 for each person he/she directs, on top of the category rate.

**Schedule "B"**

<b>CLASSIFICATION</b>	<b>Jan 1/99 to Dec 31/00 (1% - 19¢)</b>	<b>Jan 2001 to Dec 31/01 20¢</b>	<b>Jan 2002 Common Expiry Rat. 1% 19¢</b>
<b>Pay Grade 1</b> Crossing Guard Kitchen Assistant Noon Hour Supervisor Teacher's Assistant	\$16.06	\$16.26	\$16.45
<b>Pay Grade 2</b> Marker	\$17.04	\$17.24	\$17.43
<b>Pay Grade 3</b> Chef Assistant 1	\$17.27	\$17.47	\$17.66
<b>Pay Grade 4</b> Custodian Special Education Assistant I	\$18.01	\$18.21	\$18.40
<b>Pay Grade 5</b> Library Clerk	\$18.15	\$18.35	\$18.54
<b>Pay Grade 6</b> C.C. Worker/Youth Worker I (Certified) Special Assistant Special Ed. Assist. II (Certified or Diploma)	\$18.47	\$18.67	\$18.86
<b>Pay Grade 7</b> Safety/Security Officer Utility Person (Inside)	\$18.55	\$18.75	\$18.94
<b>Pay Grade 8</b> Career Resource Clerk Duplicating Machine Operator Library Technician/Clerk Secretary - First Nations Secretary - International Education Secretary – Community Education Secretary -U.B.C. Counselling Secretary/Switchboard – Columbia Sq. Secretary/Accounts Clerk – Community Ed. Switchboard/Receptionist	\$18.63	\$18.83	\$19.02
<b>Pay Grade 9</b> Chef Assistant II Secretary – Elementary School	\$18.91	\$19.11	\$19.30

Note: For the period January 1, 2002 to June 30, 2003 wage increases shall be provided equivalent to wage increases negotiated in the broad public sector, such as between the Public Service Employee Relations Commission and B.C. Government & Service Employee's Union, the Health Employer's Association of B.C. and the health care unions, The B.C. Public School Employers' Association and the B.C. Teachers' Federation.

<b>CLASSIFICATION</b>	<b>19 cents</b>	<b>20 cents</b>	
<b>Pay Grade 10</b> Acct & Info Systems Clerk (Intnl. Educ) Assistant Accounting/Payroll Clerk Desktop Publishing Technician/Sec. District Resource Technician Secretary - Middle School Secretary/Interpreter (International Ed.) Storekeeper Switchboard/Rcptnst/Accts Payable Clrk	\$18.98	\$19.18	\$19.37
<b>Pay Grade 11</b> Assistant Accounting Clerk(Accts Pay.) Assistant Payroll Clerk Computer Support Worker Computer Support Wrkr/Network Tech. Computer/Library Support Technician Data Processing Clerk/Secretary Secretary – Community Education Secretary – Counselling Secretary – Massey Office Secretary – Personnel/Education Secretary – Support Academic Program Secretary in Charge- Columbia Sq..	\$19.16	\$19.36	\$19.55
<b>Pay Grade 12</b> Accounting Clerk Child Care Worker/Youth Wrkr II Degreed Operations Secretary Payroll Clerk Trades Helper Utility Person (Grounds)	\$19.59	\$19.79	\$19.98
<b>Pay Grade 13</b>	\$19.94	\$20.14	\$20.33
<b>Pay Grade 14</b> Trades Improver	\$20.64	\$20.84	\$21.03
<b>Pay Grade 15</b> Trades I	\$21.70	\$21.90	\$22.09
<b>Pay Grade 16</b> District Information Technologist Electrician Trades II	\$23.10	\$23.30	\$23.49

Note: For the period January 1, 2002 to June 30, 2003 wage increases shall be provided equivalent to wage increases negotiated in the broad public sector, such as between the Public Service Employee Relations Commission and B.C. Government & Service Employee's Union, the Health Employer's Association of B.C. and the health care unions, The B.C. Public School Employers' Association and the B.C. Teachers' Federation.

<b>SCHEDULE "C"</b>
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**PAY GRADE 1****Crossing Guard**

Supervises identified pedestrian crosswalks to ensure the safety of students and other pedestrians as they cross streets on their way to and from school.

**Kitchen Assistant**

Assist the Teaching Chef as required, including basic food preparation, service of food and short order cooking, cleanup and storage of leftover food and some demonstration of cleaning pots and pans and dishwashing machine.

**Noon Hour Supervisor**

Supervises designated areas during the lunch hour, to ensure the safety and well being of the students, including ensuring safe playing habits and promoting acceptance behavior.

**Teacher's Assistant**

Performs a variety of tasks supporting the teaching staff or specialized personnel in the preparation of classroom instructional material and equipment.

**PAY GRADE 2****Marker**

Assists the teachers in providing non-instruction tasks in the presentation of the education programs for senior students. Tutor students in academic classes. Marks assignments under the direction of the appropriate teacher

**PAY GRADE 3****Chef Assistant I**

Assists the Teaching Chef in a Training/Kitchen/Cafeteria with the production and services of daily meals. Involves working with students in training, giving guidance both in food production and cleanup.

**PAY GRADE 4****Custodian**

Maintains buildings in a clean condition according to establish standards and procedures. Undertakes routine repairs using ordinary hand tools. Responsible for school security after regular school hours as required.

**Special Education Assistant I**

The Special Education Assistant is required to support the formal education program through the direct supervision of pupil activities and preparation of materials.

**PAY GRADE 5****Library Clerk**

Performs the established functions required for the operation of a Library. Provides full service to staff and students in all aspects of library use such as selecting and locating books and research material, use of files reference materials, etc.

**PAY GRADE 6****Child Care Worker/Youth Worker I (Certified)**

The Child Care/Youth Worker is required to support the student's educational program through the direct supervision of pupil activities in the school, in the community and in conjunction with the family.

**Special Assistant**

The Special Assistant will be required to support the educational program of a physically and mentally challenged student in an integrated setting. Lifting, transferring, specialized tube feeding and toileting routine as required.

**Special Education Assistant II (Certified or with Diploma)**

The Special Education Assistant with a one-year certification or two-year diploma is required to support the formal education program through the direct supervision of pupil activities and preparation of materials.

**PAY GRADE 7****Safety/Security Officer**

Supervises students, buildings and grounds regarding appropriate student behavior, parking, safety, student activities, etc.

**Utility Person (Inside)**

Performs a variety of semi-skilled tasks related to maintenance and repair of school district buildings, grounds, facilities and equipment.

## **PAY GRADE 8**

### **Career Resource Clerk**

**Performs receptionist and general office functions and assists teacher, staff and students in researching information.**

### **Duplicating Machine Operator**

Responsible for the printing, duplicating, ordering and receiving supplies. Responsible for duplicating a large and varied volume of school material to meet deadlines.

### **Librarian Technician/Clerk**

**Responsible for giving administrative and secretarial support to the Principal, or designate. Performs clerical and secretarial duties requiring above average ability and skills and involving responsible work carried out with a minimum of guidance and may include giving directions to subordinates.**

### **Secretary – First Nations**

Responsible for giving administrative and secretarial support to the Principal, or designate. Performs clerical and secretarial duties requiring above average ability and skills and involving responsible work carried out with a minimum of guidance and may include giving directions to subordinates.

### **Secretary – International Education**

Responsible for giving administrative and secretarial support to the Principal, or designate. Performs clerical and secretarial duties requiring above average ability and skills and involving responsible work carried out with a minimum of guidance and may include giving directions to subordinates.

### **Secretary – Community Education**

Responsible for giving administrative and secretarial support to the Principal, or designate. Performs clerical and secretarial duties requiring above average ability and skills and involving responsible work carried out with a minimum of guidance and may include giving directions to subordinates.

### **Secretary – U.B.C. Counselling**

Responsible for giving administrative and secretarial support to the Principal, or designate. Performs clerical and secretarial duties requiring above average ability and skills and involving responsible work carried out with a minimum of guidance and may include giving directions to subordinates.

**Secretary/Switchboard (Columbia Square)**

Responsible for answering telephones and directing all incoming calls. Performs personal reception duties, answering inquiries as applicable and announcing and directing visitors. Other duties as required.

**Secretary/Accounts Clerk (Community Education)**

Responsible for giving administrative and secretarial support to the Director, or designate. Performs various accounting and general secretarial/ office duties, including accounting, bank reconciliation, registration for night school programs and computerized journal entries.

**Switchboard/Receptionist**

Responsible for answering telephones and directing all incoming calls. Performs personal reception duties, answering inquiries as applicable and announcing and directing visitors. Other duties as required.

**PAY GRADE 9****Chef's Assistant II**

Assists the Teaching Chef in a Training/Kitchen/Cafeteria with the production and services of daily meals. Responsible for the baking and cooking of various foods May be required to give direction to casual employees.

**Secretary- Elementary School**

Responsible for the administrative and secretarial support to the Principal, or designate. Performs clerical and secretarial duties requiring above average ability and skills and involving responsible work carried out with a minimum of guidance and may include giving directions to subordinates.

**PAY GRADE 10****Accounting and Information Systems Clerk (International Ed.)**

Provides support to the Program in the areas of financial /database information management, computer systems, and secretarial/clerical.

**Assistant Accounting/Payroll Clerk**

Reports to the Supervisor of Accounting, or designate; performs various accounting, payroll and general office duties as assigned.

**Desktop Publishing Technician**

Is directly responsible to the Director; responsible for all desktop publishing (letters, catalogues, booklets, brochures and print advertisements) in Community Education.

**District Resource Technician**

Responsible for the administrative and technological support to the District Resource Centre. Operates and maintains automated office equipment and library management systems.

**Secretary – Middle School**

Responsible for the administrative and secretarial support to the Principal, or designate. Performs clerical and secretarial duties requiring above average ability and skills and involving responsible work carried out with a minimum of guidance and may include giving directions to subordinates.

**Secretary/Interpreter (International Education)**

Responsible for conducting communications for the International Education Program office, including translations and interpretation, correspondence and e-mail under direction of the Manager

**Storekeeper**

Operates light trucks and picks up and delivers materials, equipment and supplies to all schools and offices. Receives orders for the District including unpacking, examining, checking and recording receipt of goods.

**Switchboard/Receptionist/Accounts Payable Clerk**

Responsible for answering telephones and directing all incoming calls. Performs personal reception duties, answering inquiries as applicable and announcing and directing visitors as well as supporting the Assistant Accounting Clerk and Accounting Clerk in their duties and responsibilities.

**PAY GRADE 11****Assistant Accounting Clerk (Accts. Payable)**

Reports to the Accounting Supervisor or designate; is responsible for accounts payable and general office functions in the Business Administration Office, entering and monitoring purchase orders in computerized system, preparing/matching invoices and cheque requisitions, reconciliation of statements, etc.

**Assistant Payroll Clerk**

Compiles and processes payrolls for employees including preparation of payrolls, distribution and summaries, benefits, deductions, allocations and adjustments. Assists with the preparation of monthly and annual reports, statistics and bank reconciliations.

**Computer Support Worker**

Responsible for computer/technical/software and lab maintenance and computer based training support

**Computer Support Worker/Network Technician**

Responsible for computer and technical support, maintenance, troubleshooting, networking; administration and co-ordination of computer network, electronic and voice mail systems.

**Computer/Library Support Technician**

Assists librarian with data processing for library and local area network environment.

**Data Processing Clerk/Secretary**

Responsible for computer data processing for entire school operation (academic progress, scheduling, progress, attendance and progress files) Printing, sorting and distribution of all necessary report cards during the school year.

**Secretary - Community Education**

Responsible for the clerical and secretarial duties supporting the Director, or designate. Assists with cash/computer audit, registration, certificates, etc.

**Secretary - Counselling**

Provides confidential secretarial and administrative services for the Counselors. Responsible for all Ministry forms and transcripts of students.

**Secretary - Massey Office**

Responsible for a wide range of clerical and secretarial duties supporting the Administrators and counselors. Performs receptionist and telephone duties with frequent interruptions.

**Secretary – Personnel/Education**

Responsible for contacting and assigning substitute teachers, and support staff to cover absences as required. Performs clerical, secretarial and coordination duties.

**Secretary - Support Academic Programs**

Responsible for the secretarial support duties for the Academic programs and assists with reports to the Ministry of Education regarding funding, permanent records, data collection, etc.

**Secretary in Charge - Columbia Square**

Responsible for the administrative and secretarial support to the Principal, or designate. Performs clerical and secretarial duties requiring above average ability and skills. and involving responsible

work carried out with a minimum of guidance and may include giving directions to subordinates.

## **PAY GRADE 12**

### **Accounting Clerk**

Reports to the Accounting Supervisor or designate; is responsible for various accounting and general office functions in the Business Administration office, including general and payroll bank reconciliations computerized

### **Child Care Worker/Youth Worker II (Degreed)**

The Child Care/Youth Worker with a four-year university degree is required to support the student's educational program through the direct supervision of pupil activities in the school, in the community and in conjunction with the family.

### **Operations Secretary**

Responsible for clerical, accounting and secretarial support for the planning, organizing, directing and controlling of all facility functions, including buildings, grounds and equipment in the Maintenance Department.

### **Payroll Clerk**

Compiles and processes payrolls for employees including preparation of payrolls, distribution and summaries, benefits, deductions, allocations and adjustments. Assists with the preparation of monthly and annual reports, statistics and bank reconciliations.

### **Trades Helper**

Assists the various tradesmen with indoor and outdoor tasks.

### **Utility Person (Grounds)**

**Performs a variety of semi-skilled tasks related to maintenance and repair of school district buildings, grounds, facilities and equipment**

## **PAY GRADE 13**

## **PAY GRADE 14**

### **Trades Improver**

Assists the various tradesmen with indoor and outdoor tasks. Perform minor electrical and carpentry repairs.

**PAY GRADE 15**

**Trades I**

Assists the various tradesmen in a variety of semi-skilled and other tasks related to maintenance and repair of school district buildings, grounds and equipment.

**PAY GRADE 16**

**District Information Technologist**

Responsible for support, establishment and maintenance of District computer hardware and technical standards; documents procedures and strategy plans; lab maintenance, trouble shooting and networking; purchasing, installing and replacing hardware and software packages, journal/budget entries, month end closing, capital accounts payable, etc.

**Electrician**

**Maintains, installs, repairs and tests a variety of equipment and systems to ensure the safety and operation of district buildings and facilities.**

**Trades II**

Performs a variety of skilled nature duties relative to the trade.

**SCHEDULE "D"**

**Letters of Understanding and Miscellaneous Agreements**

1. **Re: Hours of Work Special Education**

Upon the request of the Union for additional hours to cover the needs of Special Needs students, the Board will review with the principal such need. With the principal's concurrence the Board will assign more hours to meet the needs.

2. **Re: Letter of Understanding - Professional Development Day**

Representatives of the Union and the Employer shall meet with representatives of the N. W. Teachers' Association to discuss the possibility of a district Professional Development Day and a suitable date for it. In the event that a district wide Professional Development Day is possible, so that all schools may close, the Union and the employer shall arrange plans for a Professional Development Day for members of C.U.P.E. Local 409. Temporary and casual employees who would otherwise have worked the school day before and the school day after a professional Development Day shall be eligible to attend and, if

in fact attend, shall receive the same total compensation as they would have received had it been a regular school day.

3. **Re: Letter of Understanding - Layoffs**

New Westminster School Board  
Employees' Union, Local 409  
Canadian Union of Public Employees

Dear Sirs:

This confirms the understanding reached with you in our negotiating a settlement of the 1984 Collective Agreement that we will now include the following as part of our policy:

"It is the policy of the Board, if required to reduce the number of non-teaching personnel, to take the following steps in sequence:"

- (1) Search for opportunities for re-deployment and/or retraining;
- (2) Search for acceptable reductions in the amount of service to be provided by some employees;
- (3) Search for humane methods of staff reductions, including Early Retirement Incentive Plans.

The Board of School Trustees of School District No. 40 (New Westminster)

4. **Re: Repatriation of Contracted Out Work or Services**

The Board agrees that during the life of this Agreement, the Board will review the costs of providing electrical maintenance services with a view to considering the hiring or considering the development of an in-house electrical maintenance staff.

5. **Re: Buy Back of Superannuation**

The Board agrees that any employee eligible for a buy back of superannuation contributions may make application for the Board to pay its share at the time the employee decides to buy back his/her share of contributions. It should be noted that this provision does not apply to employees who leave the service of the Board and who are subsequently re-hired and who wish to buy back past service.

**6. Re: Trades Upgrading**

The parties have agreed to refer the issue of the upgrading of Trades II employees to a committee of no more than two (2) from each side. It shall be the responsibility of the committee to investigate methods and procedures to upgrade Trades II employees to a TQ level (or agreed upon equivalent). It is understood that the committee shall make recommendations to the Employer and the Union as to how to best accomplish an organized upgrading of trades employees.

**7. Re: Letter of Understanding - Job Sharing Committee**

The parties agree that upon ratification of the Collective Agreement a committee composed of two (2) representatives of the Union and two (2) representatives of the Board will be formed to review the job sharing proposals in this Letter of Understanding. The committee representatives will report back to their respective parties within three (3) months of the formation of the committee. If both parties agree on job sharing language it will be put into effect on a mutually agreeable date. If both parties do not agree on job sharing language the matter will be referred to the next round of bargaining.

**8. Re: Letter of Understanding - No Layoffs During the School Year**

The parties agree to fulfill their understanding of the spirit of the Accord with respect to the commitment that there will be no layoffs of CUPE employees after September 30 for the duration of the school year.

Staff changes that become necessary during the school year will be dealt with through transfers initiated by the Board in the following manner:

1. when a work location identifies a CUPE employee as surplus to that location the employee will be so informed
2. prior to initiating a transfer, the Board will provide the surplus employee with an opportunity to indicate preferences to be considered for any available positions within the same classification for which that employee is qualified

3. if there are no available positions within the same classification or at the same or greater number of hours the Board may reassign the surplus employee to another work location at the same classification and at the same or greater hours or to the casual list on a "float" basis.

This Letter of Understanding will expire on June 30, 2003.

9. Re: Letter of Understanding – Exemption Pursuant to Article 2.03(c)(vi)

The parties agree to the following exemption pursuant to Article 2.03(c)(vi):

The minimum hours of work per shift for a casual employee shall be two (2) hours when called in to replace a school-based employee who is unable to work their complete shift.

**SCHEDULE "E"**

CANADA

IN THE MATTER OF  
THE BOARD OF SCHOOL  
TRUSTEES OF SCHOOL  
DISTRICT NO. 40  
(NEW WESTMINSTER)

PROVINCE OF

AND

BRITISH COLUMBIA

THE NEW WESTMINSTER  
SCHOOL BOARD EMPLOYEES'  
UNION, LOCAL 409,  
CANADIAN UNION OF PUBLIC  
EMPLOYEES

**STATUTORY DECLARATION**

I, \_\_\_\_\_, in the Province of British Columbia, do solemnly declare

1. I am an employee of the Board of School Trustees of School District No. 40 (New Westminister) (hereinafter called the "Board") and a member of the New Westminister School Board Employees' Union, Local 409, Canadian Union of Public Employees (hereinafter called the "Union").
2. I was absent from work through illness on the following days, that is,
3. The nature of my illness was \_\_\_\_\_
4. The medical practitioner who treated me for the illness was \_\_\_\_\_  
(Name of Medical Practitioner)
5. The said medical practitioner refused to complete the certificate of illness required under Article III (q) of the Collective Agreement between the Board and the Union.

For use only when the duration of the illness is more than three full days but less than five full days.

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME AT New Westminister

in the Province of British Columbia, this \_\_\_\_\_ day

of \_\_\_\_\_ A.D. \_\_\_\_\_.)

)  
) \_\_\_\_\_  
) *signature*

**SCHEDULE "F"**

**For Employment Placement**

Name: \_\_\_\_\_

—      First      (Please print)                      Last

Position: \_\_\_\_\_

Replacing (Name of Employee): \_\_\_\_\_

Rate of Pay: \_\_\_\_\_

Location: \_\_\_\_\_

Anticipated duration of Employment: \_\_\_\_\_ to \_\_\_\_\_

Application on file?      Yes \_\_\_\_\_ No \_\_\_\_\_

(If not, please ask person to fill out application form and return it to Payroll)

Please Note:      Casual Employee will be paid according to Timesheet turned in.

**SCHEDULE "G"**

**Memorandum of Agreement: Pay Equity Implementation and Maintenance Agreement**

The Board and the Union agree to the principles and concept of pay equity and will, subject to continued government funding, endeavour to attain pay equity. To that end, the parties agree as follows:

**ARTICLE 1 – AGREEMENT**

- 1.1 The Board and the Union have completed a gender neutral job evaluation review for all employees covered by the collective agreement between the parties using the Job Evaluation Manual.
- 1.2 The Board and the Union agree that the job descriptions developed through the job evaluation review are reflective of current classifications within the school district and become the recognized job descriptions. Job descriptions shall not be eliminated without prior notification to the Union.
- 1.3 If an employee believes a position is improperly classified, or, if a new classification is created, the matter shall be referred to the Joint Job Evaluation Committee whose function shall be to determine the appropriate rate of pay by using the Job Evaluation Manual.
- 1.4 Article 4.06 Description of Work and Classifications is deleted and replaced with the following:  
“Article 4.06 Classification/Reclassification/Job Evaluation /Maintenance  
  
If an employee believes a position is improperly classified, or, if a new classification is created, the matter shall be referred to the Joint Job Evaluation Committee whose function shall be to determine the appropriate rate of pay by using the Job Evaluation Manual.”
- 1.5 The parties agree that this Memorandum of Agreement shall form part of the Job Evaluation Manual.

## **ARTICLE 2 – THE JOINT JOB EVALUATION COMMITTEE (JJEC)**

- 2.1 A job evaluation committee composed of two representatives from each party shall conduct the job evaluation review. Either party may engage advisors to assist its representatives, however, only the representatives may vote on any issues. The parties shall endeavour to have representatives who represent the variety of jobs and are gender balanced.
- 2.2 The Board and the Union shall each designate one of its representatives to act as co-chairperson.
- 2.3 Each party may appoint alternate representatives to serve as replacements for absent representatives or to assist the committee in its work, from time to time. The names of alternate representatives shall be submitted to the JJEC. Alternate members shall have the right to vote only when replacing a regular committee member who is absent.
- 2.4 Union committee members and 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. These members shall continue to have all the rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 2.5 Business decisions of the committee shall be unanimous. Job rating decisions shall be final and binding on the parties and the employees affected.

## **ARTICLE 3 – MANDATE OF THE JJEC**

- 3.1 The JJEC shall maintain the pay equity program by:
  - (a) Evaluating all the jobs using the Job Evaluation Manual;
  - (b) Maintaining the integrity of the program;

- (c) Recommending changes to the Job Evaluation Manual, its procedures or methods, as may be deemed necessary from time to time, to the parties.

**ARTICLE 4 – WAGE ADJUSTMENTS**

- 4.1 The “Pay Equity Adjusted Rates” analysis will form the starting point for future pay equity wage and adjustments.
- 4.2 On April 1, 1995 School District #40 (New Westminster) received pay equity funding made available by the B.C. Government for fiscal 95/96 in the amount of 1% (One percent) of CUPE Payroll (\$4,650,000). School District #40 has received the following interim pay equity funding:

**School District #40 (New Westminster) Interim Pay Equity Funding**

Year 1	Funding received May 1, 1996, \$46,500 Retroactive to April 1/95
Year 2	Funding received Aug. 31, 1999 \$47,836 Retroactive to April 1/98
Year 3	Funding received May 15, 2000 \$50,337 Retroactive to April 1/99

- 4.3 The Board implemented a 1% (one percent) across the Board interim pay equity adjustment with effect on April 1, 1995 as per the Letter of Understanding dated January 17, 1996.
- 4.4 Future pay equity adjustments are subject to continued government funding. Any additional funds received from the government in 1999 or 2000 shall be distributed on a cents per hour basis towards the pay equity targets in Article 4.1 above or as agreed between the Board and the Union. The cents per hour calculation noted in this section is “net” of wage dependent benefits (CPP, EI, WCB, and Pension). If government funding of pay equity ceases, the wage rates will revert back to the existing wage rates subject to any negotiated wage increases.

## ARTICLE 5 – RETROACTIVITY

- 5.1 Retroactive payments for all current and former employees shall be made within three months of the ratification of this Agreement. The payments shall include interest earned by the Board on funds held in deposit from the date received to the date of retroactive payment.

## ARTICLE 6 – MAINTENANCE PLAN

- 6.1 The Job Evaluation Manual will be used to evaluate existing and new jobs that fall within the scope of this Agreement. The payments shall include interest earned by the Board on funds held on deposit from the date received to the date of retroactive payment.

- 6.2 It is important to maintain accurate descriptions and job ratings on an ongoing basis. Failure to do so will serve to impair the integrity of the program. In order to maintain the program the Union and the Board agree to adopt the following processes:

- 6.2.1 When the Board establishes a new position the following procedures shall apply:

- (a) The Board will prepare a draft job description for the new job. The job description shall be presented and discussed with the Union and shall become the recognized job description unless the Union presents written objection within thirty (30) days. The issue may be subject to the grievance procedure pursuant to Article 9 of the Collective Agreement.
- (b) Prior to posting the Board will establish a temporary pay grade for the job based on the draft job description. The job will then be posted in accordance with Article 4.02 of the collective agreement and the successful candidate will be paid the temporary rate of pay.
- (c) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis

**Questionnaire. The Questionnaire will be submitted, along with any suggested revisions to the job description, to the JJEC. The job will then be rated by the JJEC in accordance with the established Job Evaluation Manual procedure.**

- (d) If the rate of pay increases as a result of the six-month review, such increase shall be paid to the incumbent(s) effective the date of his/her appointment to the job. In the event that the rate of pay decreases as a result of the six-month review, the reduced rate of pay will be paid at the beginning of the next pay period following completion of any appeal process and notification to the incumbent and the Union by the Board.**

**6.2.2 Whenever the Board substantially changes the duties and responsibilities of a position or the incumbent(s)/Union feel that the duties and responsibilities of a position have been substantially changed, the following procedures shall be followed:**

- (a) The incumbent(s)/Union, the supervisor or the Board may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration form. The employee and the supervisor shall then complete a Job Analysis Questionnaire which shall be submitted to the JJEC.**
- (b) Upon receipt of a completed Job Evaluation Reconsideration form and a completed Job Analysis Questionnaire the JJEC shall meet to evaluate the request. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the work site. The JJEC shall then evaluate the reconsideration request and make a decision that shall be final and binding upon the parties and all employees affected.**
- (c) Where it has been determined by the JJEC that the job description has in fact**

changed, the Board will update the job description. The job will then be rated by the JJEC with the Job Evaluation Manual procedure and a new rating for the job shall be established. The incumbent(s) and the supervisor shall be advised of the rating decision and its rationale.

- (d) If the job is rated at a higher pay band than the existing pay band the incumbent's rate of pay shall be adjusted retroactive to the date that the Board received the completed Job Evaluation Reconsideration form and Job Analysis Questionnaire.
- (e) If the resulting review determines that the job is rated at a pay band lower than the existing pay band then the incumbent(s) in the position shall be retained at the existing rate of pay and shall be entitled to any general wage increases negotiated between the parties. Employees subsequently hired into the position shall be paid at the rate determined by the procedures set out in Article 6.2.1 above.
- (f) After a job evaluation review has been completed for an existing classification there shall be no further review for a period of twelve (12) months.

#### **ARTICLE 7 - PROCEDURE FOR RESOLVING DISPUTES**

- 7.1 In the event that the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Manual, the Committee shall request, within ten (10) working days that each party designate an advisor to meet with the Committee. The two- (2) advisors will meet with the Committee and attempt to assist the Committee in reaching a decision. If, after meeting with the two advisors, the Committee remains unable to agree upon the matter in dispute, either the Board or the Union may refer the dispute to Article 9.02 of the Collective Agreement.
- 7.2 Following exhaustion of the grievance procedure noted in Article 7.1 above, either party to this agreement may,

within 10 (ten) working days, submit the dispute to arbitration.

- 7.3 The arbitrator shall be bound by the parties Job Evaluation Manual and shall not have the power to modify or amend any of the provisions of the Manual.
- 7.4 The parties agree that a single Arbitrator with experience in Job Evaluation will be selected to resolve disputes under this memorandum. The Arbitrator's fees and expenses shall be shared equally between the Union and the Board.
- 7.5 The time limits contained in this agreement may be extended by mutual agreement of the parties in writing.

#### **ARTICLE 8 - RATIFICATION AND APPROVAL**

- 8.1 This agreement is subject to the ratification by the Board, the Union and requires approval of the British Columbia Public School Employers' Association and the Public Sector Employers' Council.

Agreed this 28 day of September, 2000.

## CROSS REFERENCE INDEX

### *A*

Accident Reimbursement .....	64
Affirmative Action .....	50
Afternoon and Night Shifts .....	42
Afternoon Engineer and Custodian .....	42
Amalgamation, Regionalization and Merger Protection .....	56
Apprenticeship Programs .....	44
Arbitration .....	58
Assigned by the Board .....	42

### *B*

Bank Deposits .....	18
Bargaining Agency .....	56
Bargaining Procedures .....	56
Benefits .....	20
Bereavement Leave .....	27
Board Initiated Transfers .....	40
Board Liability .....	63
Board Shall Not Discriminate .....	50
Bumping .....	39

### *C*

Calculation - Anniversary Date - Definition .....	9
Casual Employee - Definition .....	6
Chairing of Meetings .....	57
Chairperson of the Meeting .....	67
Changes that Affect Personnel .....	66
Clerical and Custodial Relief .....	43
Clerical Benefits in Force .....	63
Communicable Disease Protection .....	63
Complaints .....	60
Compulsory Retirement Age .....	49
Continuation of Acquired Rights .....	66
Continuation of Benefits .....	24
Contracting Out .....	47
Course Reimbursement .....	65
Cross Reference Index .....	96

### *D*

Day Engineer or Custodian .....	41
Deduction of Dues .....	62
Definition of Layoff .....	38
Demotion .....	35
Dental Care .....	24
Dismissal .....	49

Disputes and Resolution .....	54
Driving Allowance.....	64
<i>E</i>	
Employee Assistance Program .....	34
Employee Initiated Transfers.....	35
Evaluation Reports.....	51
Excluded Seniority .....	49
Existing System and/or the Introduction of New Systems.....	53
Expedited Arbitration.....	59
Extended Health Benefits.....	23
Extensions in Time for Expedited Arbitration Meetings .....	60
Eye Protection.....	55
<i>F</i>	
Failure to accept Recall.....	40
Family Illness .....	26
Filling of Vacancies .....	37
First Aid Certificate .....	64
Four Hour Minimum (Implemented October 1, 2000) .....	13
Full Time School Term Employee - Definition .....	5
Function of the Committee .....	67
<i>G</i>	
General Policy Grievances.....	60
Glare Protection .....	55
Grievance Procedure .....	55
Grievances .....	55
Group Insurance .....	23
<i>H</i>	
Holiday .....	14
Holiday Forms .....	16
Hours of Work and Minimum Standards .....	54
Hours of Work and Overtime - Clerical .....	11
Hours of Work and Overtime - Maintenance.....	12
<i>I</i>	
Illness in Family.....	26
Indemnification.....	62
Information in Postings.....	36
Injury Pay .....	17
Insurance .....	64
Insurance - Employees' Tools .....	30
Interviews .....	36
<i>J</i>	
Job Guarantee .....	47

Job Postings.....	35
Jurisdiction of Committee.....	68
Jury Duty.....	34

*L*

Labour Management Committee.....	67
Layoff and Recall.....	38
Leave of Absence.....	28
Leave of Absence - Education.....	30
Leave of Absence - General.....	30
Leave of Absence for Full-Time Union Business.....	28
Leave of Absence for Public Office.....	29
Leave of Absence for Union Business.....	28
Letters of Understanding.....	83
Long Term Disability.....	27

*M*

Machine Maintenance and Radiation Testing.....	55
Management Rights.....	61
Medical Services.....	23
Meetings of Committees.....	67
Merger Protection.....	56
Metric Conversion.....	30
Mileage.....	64
Minutes of Meetings.....	68

*N*

Negotiations.....	57
No New Employees.....	40
Noon Hour Supervisors/Crossing Guards - Definition.....	10
Notice of Meeting.....	57
Notice of Transfer.....	42

*O*

Occupational Health and Safety.....	16
On-the-Job Training.....	47
Other Regulations.....	18
Outside Advertising.....	36
Overnight Trips.....	66

*P*

Paid Leave of Absence.....	30
Parenthood Leave.....	31
Part Time School Term Employee - Definition.....	5
Paternity Leave.....	33
Pay Classifications.....	71
Pay Grids.....	74
Pension.....	21

Permission to Leave Work .....	48
Personnel Committee.....	57
Picket Line.....	63
Political Action .....	66
Posting Casual/Temporary Positions .....	43
Posting of Positions.....	35
Postings While on Recall .....	40
Privilege of Attending Meetings.....	57
Probationary Employee - Definition.....	5
Professional Development Day.....	51
Promotion.....	34
Promotions and Transfers .....	37
Proof of Guilt .....	61

*R*

Recall Procedure.....	40
Reclassification .....	41
Recovery of Sick Pay - Insurance Settlements .....	26
Regionalization Protection .....	56
Regular Full Time Employee - Definition.....	5
Report to Work and Minimum Payment (All Employees) .....	19
Right to Have Steward/CUPE Designate Present.....	48
Right to Refuse Unsafe Work.....	18
Role of Seniority in Layoffs .....	39

*S*

Safety and Health Reports, Records and Data .....	17
Secondary Seniority - Definition.....	7
Seniority - Definition .....	7
Seniority List.....	42
Service Recognition .....	22
Severance Option .....	39
Severance Pay.....	22
Sexual Harassment and Personal Harassment .....	18
Shifts - Definition .....	9
Sick/Medical Leave .....	24
Special Education Assistants .....	14
Special Education Classifications.....	51
Special Education Upgrading .....	51
Special Education/Disruption of Programs .....	43
Statutory Declaration.....	25, 87
Statutory Holidays .....	33
Superannuation.....	84

*T*

Technological Change.....	52
Technological Change Notice.....	52
Temporary Change of Shift .....	16

Temporary Employee - Definition .....	6
Termination.....	48
Terms of Agreement.....	69
Three Person Board of Arbitration.....	58
Times of Payment & Pay Stub Information .....	47
Trades Progression.....	45
Trades Upgrading .....	85
Training Benefits .....	53
Training Period.....	53
Transfer Arrangements.....	52
Transfers.....	37
Trial Period .....	38

*U*

Uniforms.....	51
Union Bargaining Committee .....	57
Union Membership .....	61
Unsafe Practices .....	66

*V*

Vacation .....	14
Vandalism.....	65
Vision Care.....	24
Volunteer Help.....	65

*W*

W.C.B. Additional Benefit .....	27
Wage Grid .....	75
Wage Scales .....	71
Wearing of Uniforms .....	51
Wet Weather Clothes and Footwear .....	30