

AGREEMENT

between

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 41 - BURNABY**

and

**THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 379
(the Burnaby School Board Employees)**

EFFECTIVE

JANUARY 1, 1999

to

JUNE 30, 2003

BURNABY SCHOOL BOARD

5325 Kincaid Street

Burnaby, B.C.

V5G 1W2

Phone: 604-664-8441 Fax: 604-664-8382

CUPE LOCAL 379

7962A Winston Street

Burnaby, B.C.

V5A 2H5

Phone: 604-291-7800

TABLE OF CONTENTS

CLAUSE 1: TERMS OF AGREEMENT	1
1. Terms of Agreement	1
2. Bargaining Agent	3
(a) Exclusions	3
(b) Union Membership	3
(c) Union Dues and Assessments	4
(d) Crossing Picket Lines	4
(e) Strikes or Lockouts	4
3. Present Conditions and Benefits	4
4. Labour/Management Committee	4
5. Indemnification	4
6. Employee Records	5
7. Legislation Impact	5
CLAUSE 2: DEFINITIONS	5
1. Employee Definitions	5
2. Other Definitions	6
CLAUSE 3: GRIEVANCE PROCEDURE	7
1. Grievance Steps	7
2. Policy Grievance	8
3. Time Limits	8
4. Expedited Arbitration	8
5. Right to Union Representation	9
CLAUSE 4: NOTICE OF VACANCIES	9
1. Vacancy Definitions	9
2. Vacancy Postings	9
(a) Vacancy Bulletins	9
(b) In-Training Positions	9
(c) Placement of Successful Applicant	10
(d) Determining Successful Applicant	10
(e) Custodians	10
(f) Foremen	10
(g) Appointment of Junior Employee	11
(h) Trial Period/Reverting	11
(i) Relief Experience	11
(j) Relief Employees	12
(k) Student Supervisors and Crossing Guards - Transfers	12
(l) Probationary Employees - Temporary Postings	12
(m) Summer Grounds Crew	12
(n) Weekend Custodial Work	12

3.	Probationary Period	13
4.	Medical Examination	13
CLAUSE 5: TEMPORARY ASSIGNMENTS		13
1.	Day to Day Acting Pay	13
2.	Day to Day Acting Pay - Sub-Foreman I	13
3.	Day to Day - Relief/Temporary	14
4.	Maintenance Department Vacancy - Less Than Thirty Days	14
5.	Acting Custodial Foreman - Between Five and Thirty Days	14
6.	Assignment of Relief Custodians	14
CLAUSE 6: LAY-OFFS		14
1.	Definition of Lay-Off	14
2.	Lay-Offs	14
	(a) Notice to Union	15
	(b) Notice to Employees	15
3.	Bumping Rights	15
4.	Re-Hiring Following Lay-Off	15
5.	Recall Period	15
6.	Extension of Recall Period	16
7.	Benefit Entitlement Following Lay-Off	16
CLAUSE 7: ANNUAL VACATIONS		16
1.	Vacation Entitlement	16
	(a) Employment Standards Act	16
	(b) First Year	16
	(c) After First Year	17
2.	Supplementary Vacation	17
3.	Vacation Pay on Termination	17
4.	Vacation Pay on Acting Pay	17
5.	Additional Vacation Entitlement	18
6.	Vacation Entitlement - Term Employees	18
7.	Illness/Bereavement While on Vacation	18
8.	Vacation Adjustment - Termination	19
9.	Vacation Adjustment - Retirement	19
10.	Vacation Usage	19
	(a) Scheduling Process	19
	(b) Exceptions to Summer Vacation Usage	20
11.	Deferred Vacation Entitlement	21
CLAUSE 8: SICK LEAVE		22
1.	Entitlements	22
	(a) Regular Full-Time Employees and Part-Time Employees	22
	(b) Term Employees	22
	(c) Sick Leave Calculation for Irregular Shifts	22

2.	Sick Leave Deductions	22
3.	Submission of Medical Certificate	23
4.	Benefit Coverage/Overextended Sick Leave	23
5.	Additional Sick Leave Adjustments	23
6.	Contagious Diseases	23
7.	Recovery of Sick Pay - Insurance Settlements	23
CLAUSE 9: WORKERS' COMPENSATION BOARD BENEFITS		24
1.	First Six Months	24
2.	Wage Loss/Board Top-Up	24
3.	Continuing Benefits - Expiry of Top-Up	24
4.	Return to Work	24
CLAUSE 10: GRATUITY		25
1.	Accumulation	25
	(a) Regular Full-Time Employees	25
	(b) Regular Part-Time and Term Employees	25
	(c) Crossover Periods	25
	(d) Cumulative Credits	25
2.	Payment of Gratuity	26
	(a) In Cash	26
	(b) As Leave	26
	(c) Third Party Illness	26
3.	Cash Out	27
	(a) Gratuity 1978/79	27
	(b) Gratuity 1980	27
CLAUSE 11: GENERAL HOLIDAYS		27
1.	General Holidays	27
	(a) Regular Full-Time, Regular Part-Time and Probationary Employees	27
	(b) Term Employees	28
	(c) Temporary Employees	28
2.	Alternative Days	28
3.	Christmas/New Year's Half Day	28
4.	During First Thirty Calendar Days	28
5.	General Holidays During Leave	29
CLAUSE 12: LEAVES OF ABSENCE		29
1.	Procedure	29
	(a) Application	29
	(b) Denial	29
2.	Union Business	29
	(a) Procedure	29

(b)	List of Union Officials	30
(c)	Leave for Executive Committee Meetings	30
(d)	Leave for Union Grievance Committee Meetings	30
(e)	Leave for Shop Stewards.....	30
(f)	Leave for Union Representation at Local,.....	30
	Regional or National Conferences	30
(g)	Leave for Collective Bargaining	30
(h)	Other Union Leave.....	30
(i)	Denial of Union Leave	31
(j)	Elected Officer - CUPE Local 379	31
3.	Elected Positions.....	31
4.	Jury Duty/Subpoenaed Witnesses	31
	(a) Jury Duty	31
	(b) Subpoenaed Witness	32
	(c) Monies	32
5.	Bereavement Leave.....	32
6.	Parental Leave.....	33
	(a) Maternity Leave	33
	(b) Paternity Leave	33
	(c) Adoption Leave	33
	(d) Parenthood Leave	33
7.	Unpaid Leave.....	33
	(a) Benefit Adjustments.....	33
CLAUSE 13: SENIORITY		35
1.	Definition	35
2.	Student Supervisors', Crossing Guards'and Relief Employees' Seniority	36
3.	Seniority Lists.....	36
CLAUSE 14: RESIGNATION AND RETIREMENT.....		36
1.	Notice of Resignation	36
2.	Compulsory Retirement	37
3.	Employment of Retired Employees on a Part-Time Basis	37
CLAUSE 15: HOURS OF WORK		37
1.	Regular Hours of Work.....	37
	(a) Maintenance	37
	(b) Custodians	37
	(c) Clerical.....	38
	(d) Auxiliary Personnel	38
	(e) Schou Education Centre - Four Day Week	38
	(f) Change of Scheduled Shift Time	38
	(g) Work at Home	38
2.	Rest Period.....	39

3.	Summer Hours	39
	(a) Four Day Week	39
	(b) Part-Time Custodians - Summer Scrub	39
4.	Overtime	40
	(a) Rates of Pay	40
	(b) Sick Leave	40
	(c) Reporting	40
	(d) Compensating Time Off/Pay-Out	40
	(e) Working Alone	41
	(f) Meal Time	41
5.	Shift Differential - On-Call Clerk	41
6.	Compensatory Time	42
	(a) Emergency Inspections	42
	(b) Equitable Allotment	42
	(c) Compensatory Time Off - Outside of Summer	42
7.	Outside Activities	42
8.	Call-Out	43
9.	Reporting for Work - Minimum Pay	43
CLAUSE 16: EDUCATION		44
1.	Job-Related Employee Education	44
2.	District-Wide Professional Development Day	44
3.	Training and Retraining	44
CLAUSE 17: EMPLOYEE BENEFITS		45
1.	Premium Share	45
2.	Eligibility for Benefits	45
	(a) Student Supervisors/Crossing Guards	45
	(b) Temporary/Relief Employees	46
3.	Benefits Trust	47
4.	Benefit Plans	48
	(a) Superannuation	48
	(b) Life Insurance	48
	(c) Extended Health Plan	48
	(d) Dental Plan "C"	49
5.	Benefit Coverage - Leaves of Absence	49
6.	Committees	49
	(a) Dental Plan	49
	(b) Employee Assistance Plan	49
7.	Government Plan	50
CLAUSE 18: CLOTHING AND TOOLS		50
1.	Uniforms	50
	(a) Custodial and Maintenance Staff	50
	(b) Committee	50

2.	Rain Gear	50
3.	Safety Footwear	50
4.	Coveralls	51
5.	Lab Coats	51
6.	Trades Tools	51
CLAUSE 19: RATES OF PAY		51
1.	Rate Increases	51
2.	Additional Earnings Statement	52
3.	Budgetary Restraint	52
4.	Speech Language Pathologists and Social Worker	52
5.	.65%	52
	(a) Payment	52
	(b) Leave of Absence	53
6.	Premium Pay	53
7.	First Aid Designates	53
8.	Relief Rates of Pay	54
CLAUSE 20: JOB EVALUATION		54
1.	Gender Neutrol Job Evaluation Plan	54
2.	Adjustment/Lift Periods	54
3.	Adjustment Criteria	55
4.	Job Classifications/Reclassifications	55
CLAUSE 21: JOB CLASSIFICATIONS		55
1.	Custodians	55
2.	Maintenance/Grounds	56
3.	Student Supervisors, Crossing Guards, Elementary School Assistants, Educational Assistants	56
CLAUSE 22: CAR ALLOWANCE		57
1.	Maintenance Department Car Allowance	57
	(a) Painters	57
	(b) Carpenters	57
2.	Maintenance Department Leased Vehicles	57
	(a) Use in Excess of 1770 Kilometres	57
	(b) Vehicles Taken Home	58
	(c) Use of Personal Vehicle in Place of Leased Vehicle Taken Home	58
	(d) New Employees	58
	(e) Determination of Type and Use of Vehicle	58
	(f) Guidelines for Use	59
	(g) Snow Tires	59
3.	General Car Allowance	59
4.	Mileage Payments	59
5.	Light Cartage Allowance	60

6.	Insurance Coverage	60
CLAUSE 23: SAFE WORK PRACTICES		61
1.	Unsafe Practices	61
2.	WCB Occupational Health and Safety	61
3.	Glass Installation	61
4.	Video Display Terminals	61
5.	Secondary Clerical Staff Working Alone	62
CLAUSE 24: TECHNOLOGICAL CHANGE		62
1.	Notice to Union	62
2.	Training Program	62
CLAUSE 25: REDUCTION OF SERVICES/CONTRACTING OUT		62
1.	Security of the Bargaining Unit	62
2.	Work of the Bargaining Unit/Employee Status/Volunteers	63
3.	Contracting Out	63
4.	Guidelines	64
CLAUSE 26: CUSTODIAN WORKLOADS AND STANDARDS		64
1.	Workloads	64
2.	Work Standard	65
3.	Pre-Holiday and Holiday Clean-Up	65
4.	Site Custodial Service	65
CLAUSE 27: HUMAN RIGHTS		66
1.	No Discrimination	66
2.	Sexual and Personal Harassment	66
	(a) Preamble	66
	(b) Sexual Harassment	67
	(c) Personal Harassment	67
3.	Safe Working Environment	67
LETTER OF UNDERSTANDING No. 1		69
	The Ten-Hour Rule	69
LETTER OF UNDERSTANDING No. 2		71
	Letter of Intent - Technological Change - List of Arbitrators - June 29, 1983	71
LETTER OF UNDERSTANDING No. 3		72
LETTER OF UNDERSTANDING No. 4		73
	Election to Use Personal Vehicles in Lieu of Lease Vehicles	73
LETTER OF UNDERSTANDING No. 5		75

Outside Activities	75
LETTER OF UNDERSTANDING No. 6	76
1980 Round of Bargaining	76
LETTER OF UNDERSTANDING No. 7	77
Emergency Snow Conditions and the Effect on Grounds Crew Shift Schedules and their Compensation	77
LETTER OF UNDERSTANDING No. 8	78
Practica and Work Experience Opportunities	78
LETTER OF UNDERSTANDING No. 9	79
Individual Education Plans (IEP)	79
Clerical Workload	79
APPENDIX A	81
Revised Workload Formulae	81
SCHEDULE A	83
Pay Scales	83
SCHEDULE B	104
Jobs Not Part of the Job Evaluation Plan	104
INDEX	105

CLAUSE 1: TERMS OF AGREEMENT

THIS AGREEMENT made in duplicate this first day of January, 1999.

BETWEEN:

The Board of School Trustees, School District 41 - Burnaby hereinafter called the Board, of the
FIRST PART

AND:

The Canadian Union of Public Employees, Local 379, the Burnaby School Board Employees,
hereinafter called the Union, of the
SECOND PART

WITNESSETH

WHEREAS the Union did undertake negotiations with the Board to establish specific working conditions,

NOW THEREFORE, this indenture witnesseth and it is hereby agreed between the Parties hereto.

1 Terms of Agreement

- (a) The provisions of the Agreement will be effective January 1, 1999 except where a different effective date is specified, in which case the dates will apply.
- (b) Term of the Agreement shall be for four and one half (4.5) years, commencing January 1, 1999 to and including June 30, 2003 and from year to year thereafter subject to the right of either Party to the Agreement at any time within four (4) months immediately preceding the last day of June in any year thereafter by written notice, to require the other Party to the Agreement to commence collective bargaining.
- (c) Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee when collective bargaining is being conducted or alter any other term or condition of employment) until:
 - i) the Union shall give notice to strike (or until the Union goes on strike); or

- ii) the Board shall give notice of lockout (or the Board shall lock out its employees); or
- iii) the Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is earliest.

Signed by the proper agents for the aforementioned Parties.

Dated this first day of January, 1999.

FOR THE
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 41 - BURNABY

FOR THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 379

D. Greg Frank, C.A..
Secretary-Treasurer

Terry Allen,
President

M.D. Berardine, C.H.R.P.,
Director of Employee Relations

John Morton,
First Vice-President

2 **Bargaining Agent**

(a) **Exclusions**

The Board recognizes the Union as the sole bargaining agency for and on behalf of all employees covered by its union certification. The following is a list of the current exclusions:

- Secretary-Treasurer
- Director, Employee Relations
- Director, Personnel Services
- Personnel Assistants
- Personnel Officers
- Director of Finance
- Assistant Director of Finance
- Payroll Supervisor
- Coordinator, Environmental Health and Safety
- Director, Purchasing and Facilities Services
- Custodial Operations Supervisor
- Maintenance Supervisor
- Manager, Purchasing Services
- Coordinator, Information Technology Services
- Manager, Capital Projects
- Director, Community Education Services
- Manager, Communications & Community Relations
- Manager, Youth Services
- Manager, Adult and Continuing Education
- Coordinator, Learning Resources
- Program Coordinators, Community Education Services
- Coordinator, BC Safe School Centre
- Executive Assistant to the Superintendent of Schools
- Executive Secretary to Secretary-Treasurer
- Executive Secretary to Superintendent of Schools
- Food Services Manager
- Dentists
- Teachers
- Nurses

(b) **Union Membership**

The Board agrees that every employee upon completion of three (3) months of service shall become a member of the Union and shall remain a member of the Union as a condition of his/her remaining and continuing as an employee of the Board.

(c) **Union Dues and Assessments**

The Board agrees to the check-off of all Union dues and assessments, levied in accordance with the By-Laws of the Union. The Board further agrees to forward a cheque in the total amount of the dues deducted to the Treasurer of the Union not later than the fifteenth (15th) day of the month following the month wherein the dues were deducted. It is further agreed that the Board will supply a list of the employees from whose cheques dues deductions were made.

(d) **Crossing Picket Lines**

It is hereby agreed between the Parties to this Agreement that employees shall not be required to cross any picket line, enter any building, property or business where such a picket line is established under the Statutes of British Columbia or Canada.

(e) **Strikes or Lockouts**

During the term of this Collective Agreement the Board agrees that there will be no lockout and the Union agrees that there will be no strike.

3 **Present Conditions and Benefits**

Any working conditions and welfare benefits, or other conditions of employment at present in force, which are not specifically mentioned in this Agreement, and are not contrary to its intent, shall continue in full force and effect for the duration of this Agreement.

4 **Labour/Management Committee**

A Labour/Management Committee consisting of two (2) representatives from both Parties shall meet monthly during the school year in order to foster better relations. The Committee will not have the power to bind either Party to any decision or conclusion and the Parties will not deal with individual grievances. Meetings shall take place at mutually agreeable dates and times. Where it is mutually agreed, resource employees should be in attendance.

5 **Indemnification**

The Board shall defend, save harmless and indemnify all employees for any claims, suits, actions or other proceedings which may be brought against them which arise from the performance of their duties and responsibilities and for any cost, loss, damage and liability

arising therefrom, provided that this covenant does not apply in respect of any criminal acts committed by the employees, or in respect of any gross negligence on the part of the employees occurring outside the course and scope of their prescribed duties.

6 **Employee Records**

The Board agrees to supply the Union with copies of staff forms as the status of the employees change. Reprimands to employees may be verbal, but where a written report is prepared a copy shall be given to the employee. An employee having received a verbal reprimand may request confirmation in writing.

An employee shall have the right on reasonable notice and at a time convenient to the Personnel Department, to review his or her personal file, with the exception of reference letters, reference checks and hiring and interview reports. The review will take place in the Personnel Department in the presence of a School Board Official.

7 **Legislation Impact**

In the event that any legislation, including regulation, renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

CLAUSE 2: DEFINITIONS

1 **Employee Definitions**

- (a) **"EMPLOYEE"** shall mean a person who is an "employee" as defined by the Labour Code of British Columbia.
- (b) **"PROBATIONARY EMPLOYEE"** shall mean and include those employees employed during the first three (3) months of service in any position within the scope of this Agreement.
- (c) **"REGULAR FULL-TIME EMPLOYEE"** shall mean an employee who has successfully completed the prescribed period of probation and who is employed each working day during the calendar year on a full-time basis. In normal circumstances

regular full-time employees shall be employed for not less than fifty-two (52) weeks inclusive of annual and general holidays in each calendar year.

- (d) **"REGULAR PART-TIME EMPLOYEE"** shall mean an employee who has successfully completed the prescribed period of probation and who is regularly employed during the calendar year on less than a full-time basis. Employees who work regularly less than a full-time work shift, or work week, shall work hours proportionate to regular full-time employees.
- (e) **"FULL-TIME SCHOOL TERM EMPLOYEE"** shall mean an employee who has successfully completed the prescribed period of probation and who is employed each school day during the school year on a full-time basis, and including those secretaries in elementary schools and other employees who commence work the week prior to school opening in September and who are employed for the remainder of the school term.
- (f) **"PART-TIME SCHOOL TERM EMPLOYEE"** shall mean an employee who has successfully completed the prescribed period of probation and who is employed during the school year on less than a full-time basis.
- (g) **"TEMPORARY EMPLOYEE"** shall mean an employee who is employed in a posted position of a limited duration and who is not a regular or school term employee.
- (h) **"REGULAR STUDENT SUPERVISOR/CROSSING GUARD"** shall mean an employee who is employed in that role each working day during the school term for a specified number of hours each day.
- (i) **"RELIEF OR CASUAL EMPLOYEE"** shall mean an employee who is employed on a day to day basis to augment or substitute for the regular staff.
- (j) **"RELIEF STUDENT SUPERVISOR/CROSSING GUARD"** shall mean an employee who is employed on a day-to-day basis to augment or substitute for a regular student supervisor/crossing guard.

2 Other Definitions

"CALENDAR YEAR" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.

CLAUSE 3: GRIEVANCE PROCEDURE

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 arbitrable, shall be finally and conclusively settled without stoppage of work, in the following manner:

1 Grievance Steps

(a) Step 1

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) Step 2

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 of the Board, or his designate.

(c) Step 3

If the Secretary-Treasurer of the Board, or his designate, is unable to effect a settlement of the dispute within seven (7) days, the matter shall then be submitted to a conciliation committee composed of two (2) members of the Board, and two (2) members appointed by the Union. It is understood and agreed that the Board and the Union shall each have the right to have an advisor in attendance at any meeting(s) of the said committee. It is further agreed that the said committee shall be under the chairmanship of a member of the Board.

(d) Arbitration

If the conciliation is unable to effect a settlement of such grievance or dispute, within seven (7) days of receipt of such grievance by the Board, then the matter shall be submitted to a Board of Arbitration appointed in the following manner:

Each Party to the Agreement shall notify the other, in writing, of the name and address of its appointee to the Board of Arbitration. Such appointments shall be made within five (5) days of the failure of the conciliation committee to effect a

settlement of the dispute. The two 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 chairman. Should the members appointed by the Parties fail to agree on a chairman within five (5) days, the said chairman shall be appointed by the Minister of Labour of the Province of British Columbia. The Board of Arbitration shall finally settle the matter within ten (10) days after the appointment of the chairman. 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 its appointee as well as one-half (1/2) of the expenses of the chairman.

2 **Policy Grievance**

The Union Executive Board has the right to file a general policy grievance on any matter that affects the welfare of the membership of the Union within the "Grievance Procedure" preamble.

3 **Time Limits**

Wherever a stipulated time is mentioned herein, the said time may be extended only by mutual consent of the Parties.

4 **Expedited Arbitration**

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Allan Hope, Dalton Larson, Don Munroe or Steve Kelleher, or a substitute agreed to by the Parties, shall at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the day of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

It is understood between the Parties that neither Party shall apply the clause unless it is mutually agreed.

5 **Right to Union Representation**

Where disciplinary action beyond the verbal stage is to take place, the employee will be so advised and also advised of the right to have a Union representative present.

CLAUSE 4: NOTICE OF VACANCIES

1 **Vacancy Definitions**

- (a) **"VACANCY"** - An opening, which is being filled, in any permanent full-time or part-time position occasioned by transfer, dismissal or retirement of an employee or by an increase in the number of employees in any category. Any dispute arising out of a vacancy flowing from the clauses concerning "Reduction of Services/Contracting Out" and "Custodian Workloads and Standards" would be subject to the clause "Grievance Procedure".
- (b) **"NEW POSITIONS"** - A new category over and above those covered by the schedule of job classifications.
- (c) **"NEW POSITION - IN TRAINING"** - A position established for the purpose of training the incumbent for a specific superior-rated position.

2 **Vacancy Postings**

(a) **Vacancy Bulletins**

Before filling any vacancy, new position "in training", or any temporary vacancy, which is expected to be of more than thirty (30) days' duration, every effort shall be made by the Board to inform all employees within three (3) working days; the employees shall have seven (7) working days to apply. See also Letter of Understanding No. 1 - The Ten-Hour Rule.

(b) **In-Training Positions**

Bulletins covering positions "in-training" shall clearly state the ultimate objective. The successful applicant may subsequently be reclassified to such position without the position being re-bulletined.

If a posting for a vacant position also indicates that "in-training" applicants may be considered, then the posting will be done so that applicants for "in training" will have to apply citing a separate position/posting number.

In the case of selection, the person who most closely meets the required knowledge, ability and skills as set out in the job specifications for the position, shall be chosen. Where two or more applicants are relatively the same with regard to the required knowledge, ability and skills, then seniority shall be the determining factor.

(c) **Placement of Successful Applicant**

Positions, as defined, shall be filled and the successful applicant placed on the job within fourteen (14) days of the job being bulletined, unless otherwise specified in the bulletin. The Board shall notify the Union of the names of all persons appointed to fill vacancies, as well as the names of all employees hired on a temporary basis.

(d) **Determining Successful Applicant**

In making promotions, demotions, and transfers (excluding the position of Foreman) the required knowledge, ability and skills as set out in the job specifications for the positions shall be the primary consideration. Where two or more applicants are capable of fulfilling the duties of the position, seniority shall be the determining factor provided that no regular employee will be entitled to relieve other regular employees on a temporary basis under this clause on more than two occasions in a calendar year unless a subsequent occasion results in either an increase in earnings to the employee or a change to a day shift.

(e) **Custodians**

With respect to custodians, seniority shall be the only requirement when transferring from one school to another in the same classification and the senior qualified applicant shall be entitled to the vacant position which warranted the transfer.

(f) **Foremen**

In making promotions to the position of Foreman the following criteria shall apply:

- i Applicants for **CUSTODIAL FOREMAN** positions shall be limited to those employees who have completed ten (10) or more years of service in the District as a custodian.
- ii Applicants for **FOREMAN** positions, other than Custodial Foreman, shall be limited to those employees who have completed six (6) or more years of

service in the District and who have ten (10) years or more in the appropriate field.

- iii The required knowledge, ability and skills as set out in the job specifications shall be the primary consideration.
- iv Where two or more applicants are equally capable of fulfilling the duties of this position, seniority shall be the determining factor.

(g) Appointment of Junior Employee

In the event that the Board approves the appointment of a junior employee to any position posted in accordance with this Agreement, the Board shall, within ten (10) days of such appointment, notify in writing those applicants senior to the appointee of the reasons for its decision. Copies of the correspondence shall be sent to the secretary of the Union. (Such decisions shall be subject to the normal "Grievance Procedure" dealt with above).

(h) Trial Period/Reverting

- i) Employees transferring to a different category shall serve a trial period of not more than three (3) months. If the employee's services prove to be unsatisfactory in the position, the employee shall revert to his/her former assignment without loss of pay or seniority.
- ii) Employees transferring may elect to return to their former assignment within the first ten (10) days on the job in the new position without loss of pay or seniority. Should an employee decide to revert to a former position, leaving the position applied for vacant, the next senior qualified employee who had applied for the position shall be selected. In the event that an employee is appointed to a different position while on leave of absence, then this clause 4,4(b) will not apply if the leave of absence continues more than twenty-one (21) calendar days after the date of appointment.
- iii) The employer and the employee may mutually agree to return the employee to his/her former assignment within the first thirty (30) calendar days on the job in the new position without loss of pay or seniority.

(i) Relief Experience

Successful work experience in relief categories will be taken into consideration in the event that an employee applies for a permanent position through the Board's personnel service.

(j) **Relief Employees**

All things being equal, relief employees will be given preference for permanent jobs.

(k) **Student Supervisors and Crossing Guards - Transfers**

By May 1st of each year, student supervisors and crossing guards wishing to be considered for student supervisor and crossing guard vacancies for the subsequent school year will write to the Personnel Department indicating the desired student supervisor and crossing guard locations. Vacancies will be filled by assigning the most senior applicant in the applicable classification expressing an interest in the vacancy.

(l) **Probationary Employees - Temporary Postings**

An employee serving in a probationary capacity is not eligible for temporary postings applicable to other work sites unless an increase in earnings will result to the employee.

(m) **Summer Grounds Crew**

It is agreed that additional summer grounds crew positions of more than thirty (30) days' duration may be filled without bulletining these positions.

(n) **Weekend Custodial Work**

- i On or about September 30 of each year there will be a posting soliciting the names of regular part-time custodians:
 - who are in regular part-time posted positions of twenty (20) hours or less per week;
 - who will make a commitment to be available for weekend custodial work; and
 - who wish to be considered for weekend work.
- ii When weekend custodial work for outside activities is being scheduled, preference will go to regular part-time employees who have written and complied with i) above where time and circumstances permit.

- iii Payment for this weekend work will be the custodian's regular hourly rate. This will not result in additional costs to the Board except in cases of work in excess of eight (8) hours in a day.

3 Probationary Period

Each new employee shall serve a probationary period of three (3) months. The Board reserves the right to extend such probationary period up to an additional three (3) months where circumstances demand.

4 Medical Examination

Every new employee, upon receiving a letter of appointment, shall be required to submit to a medical examination at a time and place designated by the Board. The report must be satisfactory and show that the employee is physically fit to undertake the duties associated with the position in question.

CLAUSE 5: TEMPORARY ASSIGNMENTS

1 Day to Day Acting Pay

When an employee is assigned by a duly authorized agent of the Board, or his/her Foreman, to assume duties and responsibilities on a day to day basis of a superior rated position, he or she shall be compensated at a pro-rata of the rate of pay in that category which provides for an increase, effective the first day and thereafter so long as the employee remains in such a position.

2 Day to Day Acting Pay - Sub-Foreman I

Custodial employees assigned temporarily to the afternoon shift of an elementary school where there is no Sub-Foreman on afternoon duty, shall be paid at the rate of Sub-Foreman I. Such assignments shall be based on the preference and seniority of the regular employees normally working in the affected satellite elementary school and the applicable secondary school. The preference of regular employees may be determined at the beginning of each applicable month. In the event that any employee wishes to be added to the list, he/she may do so by advising the Foreman. (There will not be any ancillary costs to the Board as a result of the Board's accommodation of this process: mileage, keys retrieval, etc.).

3 Day to Day - Relief/Temporary

The rates of pay in subsections 1 and 2 will apply in the case of relief or temporary employees after the completion of five (5) consecutive working days in the new assignment.

4 Maintenance Department Vacancy - Less Than Thirty Days

- (a) If a vacancy of less than thirty (30) calendar days' duration in the Maintenance Department is to be filled, the senior employee in that category shall be assigned.
- (b) If thirty (30) days or over, refer to subsection 2(a) of "Notice of Vacancies".

5 Acting Custodial Foreman - Between Five and Thirty Days

- (a) Once a year, the Board will post a relief list for Custodian Foreman vacancies of between five (5) and thirty (30) days' duration. Employees on the list shall have completed ten (10) or more years of service in the District as a custodian.
- (b) The Board will rotate relief assignments among the relief foremen on the list.

6 Assignment of Relief Custodians

The Board will rotate relief assignments among all relief custodians for all vacancies of less than thirty (30) days' duration.

CLAUSE 6: LAY-OFFS

1 Definition of Lay-Off

A reduction in the work force or a reduction in the normal or regular hours of work as defined in this Agreement for a normal or regular shift or more.

2 Lay-Offs

All lay-offs and subsequent re-hiring, other than for temporary and relief employees, shall be applied on a bargaining unit wide seniority basis providing the applicable person has the required knowledge, ability and skills (as set out in the job description) for the job in question.

(a) **Notice to Union**

The Union shall be given two weeks' notice prior to any employee being laid off from the employment of the Board.

(b) **Notice to Employees**

No employee will be laid off from permanent employment without at least two (2) calendar weeks' notice (inclusive of summer and holiday time) or payment in lieu of notice. This provision will not apply where the employee declines to exercise his/her seniority to maintain permanent employment. Moreover, during the two week period of lay-off notice the employee may be reassigned but shall not suffer a reduction in his/her hourly rate of pay or regular weekly hours of work.

3. **Bumping Rights**

(a) An employee about to be laid off may bump any employee with less seniority providing the person qualifies under section 2 of "Lay-Offs". The right to bump shall include the right to bump up save for bumping into a Foreman position.

(b) Employees shall be given as much time as reasonably possible to advise as to their preference in exercising their seniority, bearing in mind the effective date of the reduction in work force or normal hours.

4. **Re-Hiring Following Lay-Off**

(a) Re-hiring will be conducted through the job posting procedure.

(b) Employees serving in or laid off from any classification for the purpose of this clause will be deemed as having the required abilities to meet the requirements above.

5. **Recall Period**

In determining length of service an absence due to lay-off not exceeding twelve (12) months' duration shall be considered continuous employment. Should a bumped regular employee

serve in a posted temporary position during the lay-off, his/her seniority will be extended beyond the final day of the temporary position by the number of days worked during the lay-off period.

6. Extension of Recall Period

So long as the employee on lay-off applies for all posted vacancies for which he/she is qualified, then such employee may extend the one (1) year recall period by the number of F.T.E. relief days worked in the District while on lay-off up to a maximum of two (2) months.

7. Benefit Entitlement Following Lay-Off

- (a) Employees laid off shall not earn benefits or entitlement but, subject to the terms and conditions of the plans, they may maintain enrolment in the benefit plans at no cost to the Board.
- (b) An employee laid off from a permanent position who bumps into a temporary position without a break in active employment, may have benefit plan coverage continued as if the employee were in a permanent position.

CLAUSE 7: ANNUAL VACATIONS

Paid annual vacation for all employees covered by this Agreement shall be allowed as follows:

1. Vacation Entitlement

(a) Employment Standards Act

Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.

(b) First Year

In the first (1st) part calendar year of service vacation pay shall be granted on the basis of one-twelfth (1/12th) of ten (10) working days for each month or portion of a month greater than one-half (½) worked by December 31st.

(c) **After First Year**

- i) During the second (2nd) to and including the seventh (7th) calendar year of service - fifteen (15) working days.
- ii) During the eighth (8th) to and including the sixteenth (16th) calendar year of service - twenty (20) working days.
- iii) During the seventeenth (17th) to and including the twenty-second (22nd) calendar year of service - twenty-five (25) working days.
- iv) During the twenty-third (23rd) and all subsequent calendar years of service - thirty (30) working days.

2. **Supplementary Vacation**

Each employee upon commencing his eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st), or forty-sixth (46th) calendar year of service in 1978, or any subsequent year, shall thereupon on the first day of January in the appropriate calendar year become entitled to one (1) calendar week of supplementary vacation. Such entitlement shall remain an employee's even if such employee's employment is terminated prior to the end of the period in which the entitlement applies. Such supplementary vacation shall be in addition to the basic annual vacation entitlement already provided for in this Agreement.

3. **Vacation Pay on Termination**

Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12th) of their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked to the date of termination or at four (4) percent of wages earned during the calendar year, whichever is the greater.

4. **Vacation Pay on Acting Pay**

An employee assigned to relieve in a superior rated position or temporarily assigned to a superior rated position for a period of one (1) day or more shall receive a holiday pay adjustment for such relief or temporary period calculated on the salary difference between

what he/she would have earned in his/her regular position and what he/she earned while performing in the superior rated position as follows:

- four (4) percent if entitled to two (2) weeks' vacation;
- six (6) percent if entitled to three (3) weeks' vacation;
- eight (8) percent if entitled to four (4) weeks' vacation;
- ten (10) percent if entitled to five (5) weeks' vacation; and
- twelve (12) percent if entitled to six (6) weeks' vacation.

5. **Additional Vacation Entitlement**

Regular employees who are temporarily assigned to a position whereby they work a greater number of regularly scheduled hours than their normal shift will be entitled to additional vacation based upon the extra hours worked if a one half (½) day or more vacation entitlement has been earned during the calendar year.

6. **Vacation Entitlement - Term Employees**

For School Term Employees (both part-time and full-time), each anniversary of the employee's appointment date shall constitute a year of service and shall be used to determine the percentage rate to be paid in lieu of annual vacation and supplementary vacation, with the percentage rates to be as specified in 4 above. The supplementary vacation payment shall be made when the term employee becomes entitled to the benefit. Annual vacation pay shall be paid to date at the end of December, by the end of March and at the end of June.

7. **Illness/Bereavement While on Vacation**

Upon application to the Board, sick leave shall be substituted for vacation time where it can be established by the employee that a certifiable illness or accident occurred while on vacation (a doctor's certificate may be requested by the Board), and bereavement leave shall be substituted for vacation time where leave of absence for bereavement has been obtained in accord with the clause dealing with leave of absence. Any resultant unused portion of vacation will be taken at a time mutually agreeable to the Board and the employee.

It will be the employee's responsibility to ensure the validity of a foreign doctor's certificate and that the certificate clearly indicates that the employee was ill to an extent that he/she would have been unable to perform his/her work responsibilities.

8. **Vacation Adjustment - Termination**

In all cases of termination of services for any reason other than retirement on superannuation or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation.

9. **Vacation Adjustment - Retirement**

A regular employee leaving the employ of the Board will receive an annual vacation adjustment of one-half ($\frac{1}{2}$) of the current vacation entitlement plus an additional one-twelfth ($\frac{1}{12}$ th) for each month worked during the calendar year retirement occurs if the employee:

- (a) has ten (10) or more years of service with the Board and leaves the work force at age 65, or;
- (b) has ten (10) or more years of service with the Board and retires pursuant to the Municipal Superannuation Act (including medical disability as defined under the Act).

10. **Vacation Usage**

(a) **Scheduling Process**

- i) As a general rule, annual vacations and supplementary vacations shall be taken during the months of July and August on application to the Board. Holiday lists shall be distributed to the employees on or before May 1st each year.
- ii) Where special reservations or travel arrangements have to be made in advance, an employee may make special application at any time to have holiday dates confirmed. Applicants should use the form "Application for Leave of Absence" indicating "Vacation".
- iii) In circumstances beyond the employee's control, the employee may request a change in holidays after this date.

- iv) Where vacation scheduling conflicts arise among two (2) or more employees and they cannot be accommodated due to operational requirements (such requirements not to be unreasonably determined by the Board), then changes in schedules will be necessary.

(b) **Exceptions to Summer Vacation Usage**

i) **Maintenance Staff**

For employees of the Maintenance staff.

ii) **Christmas/Spring Break**

For employees electing to take part of their annual vacation during Christmas holidays, or the annual spring break (at which time the schools are closed), providing such absence will not seriously disrupt normal services, (thirty (30) calendar days' notice required).

iii) **Special Circumstances**

Where the Board, upon application to it, has approved a request submitted by an employee claiming exemption from the general rules covering annual vacations because of personal or special circumstances.

iv) **Replacement Not Required**

Employees may take vacations outside of the months of July and August when replacement is not required and when operational requirements permit such absence.

v) **Vacation/Gratuity Outside of Summer**

A limited number of employees whom the Board determines should be replaced during an absence may take their vacation/gratuity outside of the summer months subject to the following:

- Requests are made in writing prior to November 15 of the year prior to the year in which the requested absence would take place, and by April 15 for the remainder of the year in which the request is made.

- The Board is able to replace the employee with a person who can meet the Board's operational needs as determined by the employee's supervisor.
- The obtaining of a replacement need not be posted as a vacancy.
- By December 15 and May 15 respectively the Board will reply to all employee requests pursuant to this clause.
- Up to six (6) of those employees who apply by November 15 may be permitted leave under this article, with additional employees, who apply by April 15, permitted leave up to a cumulative total of eleven (11) employees and/or twenty-two (22) weeks, whichever is greater. Seniority shall be the determining factor in resolving employee claims.
- An employee may take vacation pursuant to this clause no more than once every four (4) years, subject to the Board agreeing to let additional employees off pursuant to this clause, as specified below.
- The Board may agree to let additional employees off pursuant to this clause.
- In the event that eleven (11) employees do not apply or twenty-two (22) weeks have not been allocated, whichever is greater, then employees who do not qualify because they have been granted vacation under this clause within the last four (4) years, as specified above, will be eligible, with preference given to those who have not taken vacation/gratuity pursuant to this provision for the greatest number of years. If needed, seniority will be the subsequent determining factor.
- It is understood that employees with vacation must take their vacation under the provisions of this clause before being eligible to use gratuity leave.

11. Deferred Vacation Entitlement

All employees who are entitled to four (4) weeks or more of annual vacation shall take at least three (3) weeks during the year in which they were earned, and such employees may defer the taking of any portion of their annual entitlement in excess of three (3) weeks until

subsequent years, providing only that the maximum deferred vacation which the employee may accumulate at any time shall be four (4) weeks.

CLAUSE 8: SICK LEAVE

When an employee on the permanent staff is absent because of illness (including accidents other than those covered by Workers' Compensation) no deduction from pay shall be made until the expiry of the employee's accumulated sick leave credits.

1. Entitlements

(a) Regular Full-Time Employees and Part-Time Employees

Upon appointment to staff an employee shall receive an advance of ten (10) days. Thereafter, sick leave credits shall be earned while the employee is on duty, at the rate of twenty (20) days per year, ten (10) days for a half year, and one and one-half (1½) days per month for less than a half year. When the employee is not on duty, the accumulation of sick leave credits will continue only if the absence is with pay.

Sick leave credited to employees as at January 1, 1974 shall remain. Subsequent unused sick leave benefits shall be cumulative.

(b) Term Employees

Term employees working sixteen (16) or more hours per week shall be granted seventeen (17) days' sick leave annually, except that such employees shall receive sick pay only where the absence through illness occurs on a duly assigned working day. Sick leave credits do not accumulate during the summer period for term employees.

(c) Sick Leave Calculation for Irregular Shifts

For the purposes of calculating the accumulation of sick leave credits for employees who work less than five (5) days per week or work irregular daily hours, a "day's credit" shall consist of the number of hours that are equivalent to the employee's number of regular hours of work per week, divided by five (5) (for administrative purposes, this may be stated on a full-time hourly basis).

2. **Sick Leave Deductions**

A deduction shall be made from sick leave credits of all working days absent with pay due to illness, based on the number of hours of work which were scheduled for those days.

3. **Submission of Medical Certificate**

Any employee absent because of illness may be required by the Secretary-Treasurer of the Board, or his designate, to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia, certifying that such employee is unable to carry out his/her duties due to illness.

4. **Benefit Coverage/Overextended Sick Leave**

Employees on the Board's payroll, absent due to illness, who have no paid sick leave credits left will be entitled, subject to the terms of the various plans, to continue to be covered by such plans for at least six (6) months at no cost to the Board.

5. **Additional Sick Leave Adjustments**

Regular employees who are temporarily assigned to a position whereby they work a greater number of regularly scheduled hours than their normal shift will be entitled to additional sick leave entitlements based upon the extra hours worked if a one half ($\frac{1}{2}$) day or more sick leave entitlement has been earned during the calendar year.

6. **Contagious Diseases**

An employee who contacts a communicable disease (such as measles, mumps, chicken pox, etc.) shall be paid at his/her full salary and shall not have days absent deducted from sick leave, provided the Medical Health Officer certifies that there are cases of such disease in the school or the School District.

7. **Recovery of Sick Pay - Insurance Settlements**

When an employee who has received sick pay from the Board while recovering from an accident is later paid for such time as part of a settlement, those monies shall be repaid to the School Board to reinstate the employee's sick bank.

CLAUSE 9: WORKERS' COMPENSATION BOARD BENEFITS

Where a permanent employee is entitled to Workers' Compensation wage loss benefits, these shall be paid directly to the Board, who shall pay the employee as follows:

1. First Six Months

At his/her regular rate of pay for a period of six (6) months from the date of absence from work.

2. Wage Loss/Board Top-Up

- (a) For any period beyond six (6) months, at his/her regular rate of pay, with the difference between the Workers' Compensation wage loss benefits and his/her regular rate of pay being charged to sick leave, where such sick leave credits have been accumulated.
- (b) Following expiration of sick leave credits, Workers' Compensation temporary wage loss benefits will be topped up to the level of regular pay through the use of banked vacation. Following expiration of vacation credits, Workers' Compensation benefits will be topped up through the use of banked gratuity.

3. Continuing Benefits - Expiry of Top-Up

If an employee continues to receive Workers' Compensation wage loss benefits beyond the expiration of all sick leave, vacation and gratuity credits, the Board will pay the employee at the rate established by the Workers' Compensation Board and will maintain all health and welfare benefits on the employee's behalf. Premiums for the benefits will continue to be shared between the Board and employee.

4. Return to Work

- (a) An employee returning to work from compensation, and who is eligible for annual vacation, shall be afforded the opportunity of taking his/her vacation immediately or at such time as is mutually satisfactory to the Board and the employee.
- (b) The carryover of vacation from one year until the next shall not exceed that provided for in subsection 10(a) of "Annual Vacations", unless it is arithmetically impossible

to take all vacation days in the current calendar year, in which case those remaining vacation days will be carried over to the next year.

CLAUSE 10: GRATUITY

1. Accumulation

(a) Regular Full-Time Employees

An employee shall be given credit for gratuity as of December 31st of each year, and the following gratuities shall apply:

Six (6) days per year for no absence through illness, to be allotted as follows:

One (1) day for each two (2) month period, the first two (2) month period to begin January 1st and end on February 28th (29th); the second to begin on March 1st and end on April 30th; the third to begin on May 1st and end on June 30th; the fourth to begin on July 1st and end on August 31st; the fifth to begin on September 1st and end on October 31st; and the sixth to begin on November 1st and end on December 31st.

(b) Regular Part-Time and Term Employees

Effective January 1, 1975 other regular part-time and term employees working sixteen (16) or more hours per week shall be entitled to gratuities calculated on the number of regularly assigned hours of work, except that School Term employees shall not be entitled to credits for the period July and August.

(c) Crossover Periods

Should an illness extend from one period of gratuity into the next, such illness shall, for the purposes of this Agreement, be considered as occurring only in the first period of gratuity.

(d) Cumulative Credits

Credits for gratuity shall be cumulative.

2. Payment of Gratuity

(a) **In Cash**

Upon retirement on or after attaining minimum retirement age; upon retirement with permanent disability; upon death; or upon leaving the Board's employ after the completion of four (4) or more years of service.

(b) **As Leave**

Subject to the following:

- i) No leave shall be considered until the employee has completed four (4) or more years of service.
- ii) At this time, the employee may take his/her gratuity in any quantity up to twenty-five (25) days per year, unless otherwise agreed between the Parties.
- iii) As a general rule, leave of absence within this clause shall be taken during a holiday interval. In special circumstances, such leave may be taken at alternate times with the approval of the Board.
- iv) Applicants should use Form "Application for Leave of Absence" giving as much information as is possible in support of this application.
- v) An employee may elect to use his/her earned gratuity days immediately prior to retirement. Under these circumstances, after the utilization of twenty-five (25) gratuity days the employee shall pay all benefits with no cost to the Board. Further there shall be no accumulation of or credit for such period such that would increase the Board costs above and beyond those which the Board would have incurred had the employee retired prior to utilizing more than twenty-five (25) gratuity days.

(c) **Third Party Illness**

It is noted that both twelve month and term employees may utilize gratuity credits earned pursuant to subsection 2(b) above during the school year to attend to the illness of a close family member. Gratuity credits used for third party illness may be used for this purpose as soon as they are earned.

3. **Cash Out**

(a) **Gratuity 1978/79**

Notwithstanding anything contained in paragraphs (a) and (b) of section 2 above, any full-time employee who:

- i) has completed sufficient service with the Board so as to qualify for gratuity credits,
- ii) is not eligible for gratuity leave on or before 1979-12-31,
- iii) has been credited with gratuity days for any of the years 1978 or 1979,

shall be entitled to gratuity leave up to the number of gratuity days that the employee has accumulated during the years 1978-79, or to payment in cash for such gratuity days at the election of the employee. An employee's right to take gratuity leave under this provision shall be subject to the provisions of the aforementioned paragraphs.

(b) **Gratuity 1980**

Any full-time employee who has sufficient service to qualify for gratuity credits and is eligible for gratuity leave on or before 1985-12-31 shall be entitled to payment in cash for 1980 gratuity days at the election of the employee.

CLAUSE 11: GENERAL HOLIDAYS

1. **General Holidays**

(a) **Regular Full-Time, Regular Part-Time and Probationary Employees**

Regular Full-Time, Regular Part-Time and Probationary Employees shall be granted the following general holidays with pay: New Year's Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's birthday, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed a civic holiday by the Provincial or Federal Governments, by the City of Burnaby, or by the Board of School Trustees, District 41 - Burnaby.

(b) **Term Employees**

Full-Time School Term and Part-Time School Term employees shall be granted general holidays with pay as outlined above, with the exception of British Columbia Day and Labour Day; except that School Term employees required to work in excess of one (1) day in the week preceding Labour Day shall be granted this day as an additional holiday.

(c) **Temporary Employees**

Temporary employees shall receive general holidays within the provisions of the Employment Standards Act, except that employees engaged for a special period of time, not less than three (3) months, shall be entitled to all general holidays within that period with pay, provided the employee has worked fifteen (15) days before the holiday.

2. **Alternative Days**

- (a) Where a general holiday falls on a Saturday or Sunday and an alternative day is declared in its stead, this shall be deemed to be the named general holiday.
- (b) Where any of the foregoing general holidays fall on an employee's scheduled normal rest day (day off) the Board may, after consulting with the Union, grant such leave with pay immediately preceding or succeeding the general holiday, or may have such day or days added to the employee's annual vacation time.
- (c) Should any general holiday fall on a regular school day another day will be given in lieu, with that day to be mutually determined.

3. **Christmas/New Year's Half Day**

All employees shall have the last half of their shift off with pay on the last working day prior to Christmas and the last half of their shift off with pay on the last working day prior to New Year's Day.

4. **During First Thirty Calendar Days**

During his/her first thirty (30) calendar days, a new employee will be entitled to general holiday pay in accordance with the Employment Standards Act.

5. **General Holidays During Leave**

Employees on leave of absence without pay shall be paid for any general holiday occurring in the first thirty (30) days of the leave of absence.

CLAUSE 12: LEAVES OF ABSENCE

1. Procedure

(a) Application

Any employee requiring leave of absence for any reason may make application to the Board by letter, or using Form "Application for Leave of Absence", providing as much information as is possible to support the request. If the leave of absence is granted for a period of up to one year, or for any length of time in the case of leave granted under the section of this clause dealing with election to office, then such leave shall not affect the employee's seniority, providing good standing is maintained in the Union as laid down in its by-laws.

(b) Denial

If the Board denies a request, it shall provide the employee with reasons in writing and the Union shall have the right to make representations to the Board on the employee's behalf.

2. Union Business

(a) Procedure

Time off with pay may be granted to the following official representatives of the Union when it becomes necessary for Union business to be transacted, provided:

- i) the approval of the Board has been secured through its duly appointed agent where appropriate;
- ii) the employee's supervisor has already approved the leave at that time, such approval not to be unreasonably withheld; and,
- iii) the times absent are recorded on the employee's time sheet "with pay Union business".

(b) **List of Union Officials**

The Union shall supply the Board with a current list of all Union Officials.

(c) **Leave for Executive Committee Meetings**

Regular afternoon shift employees will be granted no more than four (4) hours (including travel time) per employee per month to attend Executive Committee meetings.

(d) **Leave for Union Grievance Committee Meetings**

The establishment of a meeting with the Secretary-Treasurer or his designate shall automatically excuse a committee of up to three (3) employees from their regular scheduled work for the period of the meeting and travel time.

(e) **Leave for Shop Stewards**

Where a request has been received for a Shop Steward to investigate a specific situation prior to or after a grievance has been made, the approval of the Director of Employee Relations automatically excuses such person from his/her regular assigned duty without loss of pay.

(f) **Leave for Union Representation at Local, Regional or National Conferences**

With the specific approval of the Board, such leave when granted shall be with full pay.

(g) **Leave for Collective Bargaining**

The serving of notice on the Board requesting meetings as provided for in the Labour Code of British Columbia followed by notification from the Board's Agent of the time and place of bargaining meetings will automatically excuse with pay the members of the Union negotiating committee.

(h) **Other Union Leave**

Where leave is not granted above, Union representatives may request and receive short-term leaves of absence for Union business subject to operational requirements. This leave may be without pay or with pay (in the latter case the Union will reimburse the Board for salary.)

(i) **Denial of Union Leave**

Where the Board or its agents refuses to grant leave of absence with pay for any of the above functions, the Board shall provide the Union with written reasons, and the Union shall have the right to make subsequent representations to the Board.

(j) **Elected Officer - CUPE Local 379**

Leave of absence, without cost to the Board, will be granted on an annual basis to an elected officer of the Union. A request for leave on a less than a full-time basis will be subject to operational requirements. The employee will revert to his/her previous position, providing it exists, upon his/her return.

3. **Elected Positions**

The Board will grant leave of absence, without cost to the Board, to a regular employee elected to a full-time paid position as a Provincial MLA, Member of Parliament, member of a provincial municipal council, table officer of the Canadian Labour Congress, the B.C. Federation of Labour, the Canadian Union of Public Employees (National) or the Canadian Union of Public Employees (B.C.). In such a case, seniority will continue to accrue during the first term of office. If the employee returns prior to the expiration of five (5) calendar years and his/her previous position remains as originally posted, then he/she will be placed back in that position and the displaced employee will have rights as per this Agreement. The employee may only return after a period of five (5) years by bidding on vacancies in accordance with his/her seniority and qualifications.

Save for a person on leave with CUPE Local 379, the employee on leave will not be eligible to participate in the Board's benefit plan(s) if the employee is covered by such plan(s) elsewhere. Further, the employee will give (thirty) 30 days' notice prior to his/her return.

4. **Jury Duty/Subpoenaed Witnesses**

(a) **Jury Duty**

Time off with pay shall be granted to those employees called for Jury Duty, with no interruption in seniority or other benefits. Salary shall be derived from Jury Duty pay, with the remainder of the employee's regular rate of pay to be made up by the Board.

(b) **Subpoenaed Witness**

- i) The Board shall grant paid leave to employees, other than employees on leave without pay, who serve as subpoenaed witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- ii) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend a court shall be without pay.

(c) **Monies**

An employee in receipt of her/his regular earnings while serving at court shall remit to the Board all monies paid to her/him by the court, except travelling and meal allowances not reimbursed by the Board.

5. **Bereavement Leave**

The Board shall grant up to a maximum of five (5) days leave of absence with pay in the case of death of:

- (a) wife, husband, common-law spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, foster parent, grandparent;
- (b) any other relative living in the same household;
- (c) a person for whom the employee is required to be primarily responsible for organizing the funeral.

Where the physical arrangements for the funeral cannot be accomplished in five (5) days because of circumstances beyond the control of the employee, the Board may upon application in writing subsequently grant additional leave with pay.

The Board shall grant leave of absence with pay for up to one (1) day to attend the funeral of persons not covered in (a).

6. **Parental Leave**

(a) **Maternity Leave**

Employees shall be eligible for up to eighteen (18) weeks' leave of absence for maternity. Upon application employees may arrange for Medical Services Plan, extended health benefits, dental coverage and group life insurance benefits to be continued providing they prepay their share of the respective premiums for the period of maternity leave.

(b) **Paternity Leave**

One (1) day with pay shall be granted for paternity leave.

Leave of absence within this clause shall be granted by the appropriate Board Official in the following manner:

- i) a verbal or telephone request;
- ii) the subsequent submission of a completed Form "Application for Leave of Absence".

(c) **Adoption Leave**

Adoption leave related to the child rearing of an infant shall be treated as maternity leave without pay, provided the employee has requested the leave within ten (10) days of the adoption.

(d) **Parenthood Leave**

Employees will be eligible for an unpaid parenthood leave of at least one (1) year subject to and in accordance with the Board's policy in effect at the time.

7. **Unpaid Leave**

(a) **Benefit Adjustments**

Certain benefits will be adjusted when employees are away on an **unpaid** leave of absence (as opposed to paid sick leave, vacation, holidays, etc.) as follows:

i) **Vacation Entitlement**

Annual vacation entitlement for an employee (other than a term employee) who is absent on unpaid leaves totalling more than ten (10) days will be proportionately reduced as follows:

The employee's total number
of unpaid working days in the
year

$$\underline{\hspace{2cm}} \times \text{Employee's Vacation} = \text{Reduction in Vacation}$$

kilometres or more in a calendar year may apply at year end to receive fifty (50) percent of his/her unpaid monthly car allowance if he/she did not receive payment pursuant to this section.

CLAUSE 13: SENIORITY

1. Definition

Seniority is defined as the length of service from the date of appointment of a permanent position and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs, and recalls in accordance with subsection 2(d) of "Notice of Vacancies". Seniority shall operate on a bargaining unit wide basis.

In addition to the above, a regular employee will be given seniority credits for periods employed as a temporary employee if such employment is subsequent to November 20, 1985.

Ties will be broken based on the number of complete years accumulated under subsection 2(b) of "Employee Benefits" retroactive to June 24, 1981.

In each instant case where the senior successful applicants for a posting have the same seniority, and in each instant case where the senior qualified employees are on lay-off and have the same seniority, then the tie will be broken by drawing names by a random chance method.

2. Student Supervisors', Crossing Guards' and Relief Employees' Seniority

- (a) Student supervisors, crossing guards and relief employees will have seniority consistent with the number of days that they have worked in the District upon completion of ninety (90) shifts.
- (b) Such seniority will be applicable for vacancies not filled by regular employees in which case seniority will be the determining factor between relatively equal applicants. Seniority will not be applicable in the event of a lay-off, save for student supervisors and crossing guards in which case seniority will apply within each classification.
- (c) Should a student supervisor, crossing guard, or relief employee become a permanent employee, he/she will be granted seniority on a pro-rata basis using two hundred and

fifty (250) working days for twelve month employees and two hundred (200) working days for ten month employees as the equivalent of one year.

- (d) Should a student supervisor, crossing guard or relief employee become a permanent employee, then his/her recognized seniority will be carried forward on a basis of one (1) year of service for every two hundred (200) days worked.

3. **Seniority Lists**

The Board shall post seniority lists of all employees at the commencement of each year. This seniority list shall be posted on the employee's bulletin board (in the workshop of the maintenance shop and in the custodian's room of each school) and shall be deemed to be correct for that year unless an objection is received from any employee concerned within thirty (30) days after the said list has been posted.

CLAUSE 14: RESIGNATION AND RETIREMENT

1. **Notice of Resignation**

Employees shall give a period of notice of resignation or retirement such that the employee works on site at least twenty (20) working days subsequent to the giving of notice.

In the event that a regular employee does not give at least two (2) weeks' notice of termination, then that employee's vacation pay shall be in accordance with the Employment Standards Act.

This provision will not apply if it was reasonable for the employee to terminate with short notice as a result of an improper action by another party in the work place.

2. **Compulsory Retirement**

The maximum retirement age for any employee shall be sixty-five (65) years. Retirement date shall be at the end of the month of the employee's sixty-fifth (65th) birthday.

3. **Employment of Retired Employees on a Part-Time Basis**

- (a) Subject to a medical examination, an employee may elect to become a regular part-time employee, but no such employee shall be permitted to work beyond the age of

seventy (70) years. Such employees may elect to fill a vacancy within six (6) months of retirement.

- (b) Retired employees returning to work under (a) above, shall be placed at the bottom of the seniority list.
- (c) Any retired custodial employee, when rehired in a part-time position, will be paid at the custodial rate of pay, unless he/she is in charge of a school or site, in which case he/she shall be paid the appropriate rate.

CLAUSE 15: HOURS OF WORK

1. Regular Hours of Work

(a) Maintenance

The normal hours of work shall be eight (8) consecutive hours, exclusive of one-half (½) hour for lunch, between the hours of 7:00 a.m. and 5:00 p.m. Monday to Friday, inclusive.

(b) Custodians

- i) So long as the clause providing for compensatory time forms part of this Agreement, the normal work week shall be Monday to Friday, inclusive.
- ii) Where a shift commences prior to 10:30 a.m., the lunch period of one-half (½) hour shall be in addition to the employee's normal hours of work.
- iii) Where a shift commences at 11:00 a.m. or later, the lunch period of one-half (½) hour shall be included as part of the employee's normal hours of work.
- iv) As a general rule, afternoon shift shall terminate not later than 11:30 p.m. Should circumstances necessitate the assignment of a night shift (e.g. 12:00 midnight to 8:00 a.m.) a shift differential shall be negotiated. In the event that the Parties fail to reach agreement, the matter shall be resolved by binding arbitration.

(c) Clerical

Hours of work for regular full-time employees and full-time term employees shall be thirty-five (35) hours per week, seven (7) hours per day. Lunch hours shall consist of

one-half (½) hour per day, Monday to Friday inclusive, unless other arrangements mutually acceptable to the employee and the immediate supervisor have been made.

(d) Auxiliary Personnel

Auxiliary personnel shall work hours as assigned. Normal hours shall not exceed thirty-five (35) hours per week, seven (7) hours per day. Lunch hour shall consist of one-half (½) hour per day, Monday to Friday inclusive, unless other arrangements mutually acceptable to the employee and the immediate supervisor have been made.

(e) Schou Education Centre - Four Day Week

Notwithstanding anything contained in (c) and (d) above, the normal hours of work of staff in the Schou Education Centre may be scheduled, by joint agreement of the Board and the Union, to be on a thirty-five (35) hour - four (4) day week basis, subject to appropriate legal approvals, if required.

(f) Change of Scheduled Shift Time

It is agreed that when the scheduled shift time of a position with fixed hours changes by more than two (2) hours on a regular basis, or where there is a change in shift between days and afternoons (i.e. 11.00 a.m.) on a regular basis, then a new position shall result. The new position will be subject to the posting procedure and the lay-off provisions shall apply to the employee affected.

(g) Work at Home

Subject to the affected employee's consent, the employee's regular hours of work shall not be assigned to the employee's residence without the mutual agreement of the Board and the Union. Such agreement will not be unreasonably withheld. Where agreement is not achieved, the Board may refer the matter directly to the final step of the grievance procedure and, if necessary, to arbitration in accordance with the procedure contained in the Collective Agreement. The arbitrator's decision shall be based on the principle of reasonableness.

2. Rest Period

One clear ten (10) minute rest period shall be granted for each shift, except for full-time employees who shall be granted a ten (10) minute rest period in the first half and second half of each shift, at times to be established by the supervisor.

This is exclusive of an applicable meal period. Employees will not take their rest period just prior to a meal period or the end of the regular shift.

3. **Summer Hours**

(a) **Four Day Week**

During July and August the work week may be compressed into four (4) days (with no reduction in normal work hours per week) for any group of employees by mutual agreement of the Board and Union each year, subject to appropriate legal approvals, if required.

It is agreed that the principle to be followed is that the employee shall not lose or gain in relation to what he/she would receive if he/she were working the regular hours of work.

(b) **Part-Time Custodians - Summer Scrub**

Regular part-time custodians (including those individuals working in site schools) will be given the option of working full-time during the summer clean up period. Custodians in site schools will be given this option subject to the Board's ability to find suitable replacement for their regular positions without having to bulletin the vacancy.

When the Board determines that regular part-time custodians will work full-time days during part of the clean up period, then the part-time employee will receive his/her regular rate of pay and time off in lieu for excess hours worked. Such time off will be taken during the clean up period as scheduled by the Board. This provision shall not require previously retired, part-time employees to work full-time days should their health not permit it.

4. **Overtime**

(a) **Rates of Pay**

Employees accepting overtime assignments authorized by Board policy shall be paid for hours worked as follows:

- i) Time and one-half (1½) for the first three (3) hours worked in excess of the normal hours for regular full-time employees in that category.

- ii) Two (2) times for all overtime hours worked in excess of three (3) overtime hours as computed in (i) above.
- iii) Two (2) times for all overtime worked after the end of the normal shift on Friday until the beginning of the normal shift on Monday.
- iv) Two (2) times for hours worked on a general holiday in addition to regular pay for the general holiday.
- v) Two (2) times for hours worked on a day which has been granted as a day off in lieu of a general holiday in addition to regular pay for such day.

(b) **Sick Leave**

Time off for sick leave shall be calculated as time worked when overtime is incurred.

(c) **Reporting**

All hours of work, including overtime, shall be reported by the employee on his/her daily time sheet.

(d) **Compensating Time Off/Pay-Out**

Employees who have accepted to work overtime shall elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which he/she would have been paid for the overtime worked, and subject to the employee's request to be granted compensating time off being approved by his/her department head (or delegate), such employee shall be granted any portion of the compensating time off to his/her credit at the pay rate or rates in effect at the time the overtime in question was worked. All compensating time off credited during a particular calendar year, but which has not been granted to an employee by March 31st or by the end of the spring break holiday, whichever is later, of the following year shall be paid in cash at the time at the pay rate or rates in effect at the time the overtime in question was worked.

Employees wishing to take compensating time off in lieu of overtime of up to four (4) extra days between March 31st and April 30th shall apply for such use by February 28th and the top five (5) senior employees will be granted leave subject to operational requirements provided that no employee shall utilize this latter leave more than once every third year.

(e) **Working Alone**

Where a school has two (2) or more employees working at the end of the afternoon or graveyard shift, it will be mandatory that the minimum number of employees required to work overtime after 8:00 p.m. shall be two (2).

(f) **Meal Time**

Where an employee has accepted to work overtime he/she shall receive breaks of one-half ($\frac{1}{2}$) hour each, time off with pay, for meal time as herein provided. In the event that the overtime work continues immediately after regular hours and is estimated to continue for two (2) hours or longer, the first half ($\frac{1}{2}$) hour break shall be given within the second hour of overtime and if overtime continues, the employee shall be entitled to one-half ($\frac{1}{2}$) hour time off with pay at the end of every four (4) hours after the first meal break. Any employee working four (4) hours or more of overtime shall be paid an additional five dollars (\$5.00) to cover the cost of meals. In the event that an employee, having completed his regular hours, is called back to perform overtime work, the half ($\frac{1}{2}$) hour time off periods shall be granted within the fifth hour of overtime, and if overtime work continues, then further periods shall be granted at the end of every four (4) hours thereafter. If an employee is required to perform overtime work within the first hour after regular hours, the overtime work will, for the purposes of this clause, be deemed to have continued immediately after regular hours.

The purpose of this provision is to facilitate a period of paid time on-site for an employee to have a meal break. This provision is not intended to extend paid time beyond the time on-site.

5. **Shift Differential - On-Call Clerk**

The On-Call Clerk who is required to commence work prior to 8:00 a.m. in order to contact substitute teachers will receive a shift differential of seven (7) percent per hour for every hour worked up to 8:30 a.m.

6. **Compensatory Time**

(a) **Emergency Inspections**

Compensatory time with a minimum claim of two (2) hours shall only be assigned to custodians on a straight-time basis for emergency situations involving an inspection of the operational (electrical, heating and water) and physical (windows, doors, furnishings) facilities of the school plant. Emergency situations are defined as:

- i) inspection of school buildings on weekends;
- ii) extreme weather conditions (heat, cold, flood);
- iii) fire or fire-threats;
- iv) vandalism.

Assignments for the above purpose are of a precautionary nature only. If, during the course of an inspection, an employee finds that normal work has to be performed he shall be paid at the prevailing overtime rates. (See section 4 of "Hours of Work").

(b) Equitable Allotment

Where more than one employee is assigned to a school, compensatory time shall be allotted equitably between those employees who volunteer to perform this service.

(c) Compensatory Time Off - Outside of Summer

Employees wishing to take their compensatory time other than during July and August may make application to the Board outlining the special circumstances supporting the request.

7. Outside Activities

This service shall be provided only under terms of reference agreed to by the Parties of this Agreement. (See Letter of Understanding No. 5.)

8. Call-Out

- (a) "CALL-OUT" means any situation, including alarm calls, where an employee is called to come from his/her place of residence to work and subsequently returns to his/her place of residence, outside his/her regular working hours.
- (b) Overtime rates shall be paid for all call-out time, including travelling time to and from the employee's place of residence and with a minimum of two (2) hours credit from time of call plus mileage.

9. Reporting for Work - Minimum Pay

- (a) Subject to the provisions of paragraph (c) or (d) below, an employee reporting for his scheduled shift on the call of the Board and who does not commence work shall receive his/her regular rate of pay for the entire period spent at his/her place of work, with a minimum of two (2) hours' pay at his/her regular rate.
- (b) Subject to the provisions of paragraph (c), an employee who commences work on a regular shift, except for a secondary school student on a school day, shall receive his/her regular rate of pay for the entire period spent at his/her place of work, with a minimum of four (4) hours' pay at his/her regular pay.
- (c) In any case where an employee (i) reports for his/her regular shift but refuses, except for just cause, to commence work, or (ii) commences work but refuses, except for just cause, to continue working, he/she shall not be entitled to receive the minimum payment set forth in paragraphs (a) and (b) above.
- (d) The provisions of the preceding paragraphs do not apply to those situations where the nature of the work assignment is such that the employee is required to work for periods shorter than four (4) hours per day. These classifications include: student supervisors and crossing guards.

Should the Board hire into its employ, subsequent to the signing date of this Agreement, new employees in new classifications who would work less than four (4) hours per day, then the Parties will meet in an effort to agree on making joint application to the B.C. Board of Industrial Relations. Should the Parties not agree, then the matter of joint application shall be settled by arbitration in accordance with the procedures set out herein.

CLAUSE 16: EDUCATION

1. Job-Related Employee Education

A job-related employee "education" fund of fifteen thousand dollars (\$15,000) per school year will be made available by the Board. The utilization of the fund will be administered by a joint committee of two (2) representatives of the Board and two (2) representatives of the Union who will be named by the parties. Agreement among committee members will be sought but when necessary the Board shall determine the allocation of its funds.

The Board agrees to draft guidelines in consultation with the Union for the utilization of the job-related employee education fund. During each school year the Board will cause the guidelines to be posted at each employee work site.

2. District-Wide Professional Development Day

When the Board approves a District-Wide Professional Development day, educational activities for non-teaching staff shall be arranged by a joint committee of Union and Board representatives.

District-wide Pro-D days will be a day of work for all regular employees, including regular student supervisors and crossing guards.

3. Training and Retraining

- (a)
 - i) The Burnaby School Board shall offer training to employees which will provide a working knowledge of office procedures, keyboarding skills, standard office equipment and standardized computer applications. Cost of such training shall be borne by the employer
 - ii) It is understood that the cost of this relationship shall be paid for out of the job-related employee education fund each year and will be administered by the joint committee as specified in Clause 16, 1. This committee shall adjudicate all requests for training. In the event of a dispute over who should receive training or what training is to be paid for out of this fund the Union and the Employer may refer the matter to the grievance procedure.
- (b) Where the parties identify that there is very specific job-related training required in order for persons to become qualified for future postings the joint committee shall arrange and promote such training at least once per year. Cost of this training shall be

paid by the Board; however, such training shall be on the employee's time without pay except if it is offered in conjunction with Pro-D days.

- (c) The Burnaby School Board shall make every reasonable effort to identify situations where Burnaby School Board sponsored retraining can facilitate the appointment of laid off employee(s) or about to be laid off employee(s) who are the senior applicant for existing or anticipated positions. Such retraining will be at full cost to the Board.
- (d) The Burnaby School Board will provide an amount of \$10,000 effective July 1, 1998. This money is to cover the costs of training or retraining as provided in (b) and (c) above for the 1998-99 school year.

CLAUSE 17: EMPLOYEE BENEFITS

1. Premium Share

Subject to the terms and conditions of the plans, the Board will pay 100 percent of the premiums for group life insurance, medical services plan, extended health and dental benefits for all eligible permanent employees working half-time or greater. Eligible permanent part-time employees working less than half-time will receive benefits on a pro-rata basis. Municipal superannuation premiums will be as indicated in the Municipal Superannuation Act.

2. Eligibility for Benefits

(a) Student Supervisors/Crossing Guards

At the point of hire a regular student supervisor or crossing guard will be given the unencumbered option of obtaining dental, extended health care and/or Medical Services Plan coverage through the Board. Should the employee decline the coverage then the employee will have waived the right to such coverage while employed as a regular student supervisor or crossing guard, as applicable.

The full cost of such benefit coverage will be deducted from the employee's gross pay which includes a sixteen (16) percent cash benefit payment.

Incumbent regular student supervisors and crossing guards will be given a "window of opportunity" within two (2) months of the date of ratification of this Agreement to opt to be covered through the Board.

(b) **Temporary/Relief Employees**

- i) Upon application, any relief employee will be granted one (1) year of service for purposes of increment, sick leave credit, annual vacation payment, and supplementary Workers' Compensation benefits for every two hundred and fifty (250) days worked.

It is determined that:

- All relief employees will be eligible for consideration under this clause but must make application in order for a calculation of their total days worked to be processed.
- Upon completion of two hundred and fifty (250) days (or multiples thereof), an employee will be:
 - credited with twenty (20) sick days which he/she will be entitled to use only while in temporary posted positions;
 - eligible for an increase in the percentage vacation payment made in accordance with section 4 of "Annual Vacations" (e.g. six (6) percent during the second and including the seventh year of service);
 - eligible for Workers' Compensation benefit top-up in accordance with the clause "Workers' Compensation Board Benefits".
- Retroactive payments will be made where necessary.

- ii) Subject to the terms and conditions of the various plans, relief or temporary employees commencing service in a posted position will receive benefit coverage for the period outlined in the posting as if they were newly hired permanent employees.

Medical and extended health:

- the beginning of the month following the month in which the assignment commenced.

Dental and life insurance:

- the beginning of the month following the month in which three (3) months (e.g. probationary period) has expired.

Relief employees who have completed two hundred and fifty (250) Full Time Equivalent days pursuant to subsection 2(b) of "Employee Benefits" will be eligible for dental and life insurance at the beginning of the month following the month in which the assignment commenced.

Coverage may be mandatory in some cases.

- iii) Monthly sick leave credits may be accumulated for each full month worked during the assignment. Persons serving in such positions will be entitled to use any credits earned by them.

3. **Benefits Trust**

The Parties have agreed to participate in a jointly-trusted benefits trust and shall place their dental, extended health and group life insurance coverage specified in this Article in the trust 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:

- (a) if there is no penalty clause in the current contract(s) with existing benefits carrier(s)/consultant(s), as soon as possible; or
- (b) 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 the benefits identified above will be effective only until the date of participation in the benefits trust.

4. **Benefit Plans**

(a) **Superannuation**

Effective January 1, 1991 this provision will be applicable to a regular part-time employee working twenty-five (25) or more hours per week. Effective July 1, 1989 a regular part-time employee working thirty (30) or more hours on a regular basis who is eligible for Superannuation may take a one time election to contribute to the Municipal Superannuation Plan while working such hours.

Effective March 1, 1992 or as soon as reasonably possible thereafter, all other regular part-time employees who were not eligible for Superannuation may, subject to subsequent mandatory coverage in the plan, take a one time election to contribute to the Municipal Superannuation Plan.

(b) **Life Insurance**

Life insurance coverage to employees eligible pursuant to this clause will be made in an amount of twenty thousand/forty thousand dollars (\$20,000/\$40,000), with those who had the opportunity to decline the increased coverage prior to its introduction being able to do so.

(c) **Extended Health Plan**

Effective October 1, 1994, the eye glass coverage in the extended health plan will provide a maximum of two hundred dollars (\$200.00) per person claimable in a twenty-four (24) month period, subject to the provisions of the plan.

Effective October 1, 1994, hearing aid coverage in the extended health plan will provide a maximum of five hundred dollars (\$500.00) per person in a forty-eight (48) month period, subject to the provisions of the plan.

Effective October 1, 1994, paramedical coverage as outlined in the Pacific Blue Cross extended health care plan brochure will be improved to a maximum of five hundred dollars (\$500.00) per year.

Effective October 1, 1994, individual aggregate cost limit shall be improved from the present one hundred thousand dollars (\$100,000.00) aggregate amount to five hundred thousand dollars (\$500,000.00) aggregate amount.

The Board may use Pacific Blue Cross as the extended health care carrier, provided that a lower premium cost results to employees and the Board and provided that there is no reduction in benefit coverage.

(d) **Dental Plan "C"**

The dental plan will include Plan "C" (sixty (60) percent coverage - five thousand dollars (\$5,000.00) lifetime limit).

5. **Benefit Coverage - Leaves of Absence**

- (a) Employees enrolled in the plans mentioned in sections 1 and 3 above and who are absent without pay for thirty (30) days in a calendar month may continue to be covered subject to the terms of the plan at no cost to the Board, with the exception where unpaid leave of absence is granted for job related purposes as indicated in section 7 of "Leaves of Absence". In addition, employees on leave of absence for Union business will remain covered and the Board will be reimbursed for its costs by the Union local. (A calendar month for the purposes of this clause shall mean the months of the year.)
- (b) In cases of strikes and/or lockouts the employees enrolled in the above plans shall continue to be covered, subject to the terms of the plan, without cost to the Board. Costs shall be pro-rated based on time off the job.

6. **Committees**

(a) **Dental Plan**

There shall be maintained a committee composed of two (2) nominees of the Board and two (2) nominees of the Union to be known as the "Dental Plan Committee" which shall consider matters of interpretation or application of the provisions of the plan. Upon receipt of notice of request of a meeting from either Party, a meeting shall be convened within ten (10) days. In the event that any item cannot be resolved representations may be made to the Board by the Union.

(b) **Employee Assistance Plan**

An Employee Assistance Committee will be established consisting of two (2) representatives from both Parties. The Committee will examine means and types of assistance available in order to amend as needed an employee assistance program within available financial resources.

7. **Government Plan**

Should any of the above services be affected through government intervention, the Board shall provide continued coverage in any government plan.

CLAUSE 18: CLOTHING AND TOOLS

1. **Uniforms**

(a) **Custodial and Maintenance Staff**

Where uniforms are provided to the custodial and maintenance staff who have completed their probationary period, such uniforms shall be selected by a committee appointed by the Coordinating Committee (Labour/Management). Where a suitable uniform has been selected and is deemed by the Parties to be acceptable, the cost shall be shared on a fifty-fifty (50/50) basis.

(b) **Committee**

The matter of uniforms will be referred to a joint committee. The purpose of the committee will be to agree to the provision of uniforms. Any unresolved matter can be referred to a board of arbitration for resolution.

2. **Rain Gear**

Rain gear in sufficient numbers will be available for carpenters, electricians, heating personnel, plumbers and elementary school student supervisors. Further, rain gear will be made available for use to each regular crossing guard and each elementary school will be provided with one set of appropriate rain gear for custodians.

3. **Safety Footwear**

The parties have agreed to expand the style of safety footwear available from the ISECO truck. Employees required to wear safety footwear by the WCB or the employer may choose to:

- pick the style of boot presently available off the truck fully paid for by the employer which meets the safety standards, or
- pick another style of boot off the truck which also meets the safety standards, e.g. green triangle, steel toe and shank*

* If the style picked by the employee is more expensive than \$112.50 + GST (\$120.38), the employee will pay one hundred per cent of the difference.

4. **Coveralls**

The Board has agreed to provide six pairs of coveralls for mechanical trades for all emergency dirty jobs.

5. **Lab Coats**

The Board will provide a lab coat allowance of forty dollars (\$40.00), payable in the last pay in September each year, to Science Lab Assistants who are working twenty-five (25) or more hours per week. The allowance will be pro-rated for those Science Lab Assistants who are working less than twenty-five (25) hours per week.

6. **Trades Tools**

Given that Tradesmen are required to provide a set of tools, the Board agrees to pay the insurance deductible up to one hundred dollars (\$100) or to replace damaged non-usable or lost tools in circumstances where the tradesman has provided due care for their safe keeping. If the Board does not provide work time or space for the storage of equipment during off work hours, the Board will replace tools in a similar manner when so lost, provided that in the case of vehicle storage the tools are not viewable from outside the vehicle and the name of the owner is affixed to the tool if it is reasonably practical to do so.

CLAUSE 19: RATES OF PAY

1. **Rate Increases**

The rates of pay shall be as in the Job Evaluation Plan/Pay Equity pay scale for those jobs that are part of the Job Evaluation Plan. Jobs not included in the Job Evaluation Plan will be listed in Schedule A.

2. **Additional Earnings Statement**

Where employees have earned overtime, a superior rate, holiday pay or any other sum affecting their gross earnings in any month, a statement supplementing the cheque stub shall be prepared and attached to the employee's cheque, showing full details of such additional earnings or deductions.

3. **Budgetary Restraint**

It is agreed that should the Board need to reduce services for budgetary reasons, a meeting may be called by the Board. At the meeting the Board will advise the Union of the amount needed to be saved through staff/service level reduction. In good faith, the Union will work with the Board by providing advice as to recommended ways to achieve the reductions. Nothing in this Agreement will preclude the Parties from agreeing to re-open the Agreement in order to provide a wage adjustment for an increase in job security.

4. **Speech Language Pathologists and Social Worker**

An annual salary will be paid to full-time Speech Language Pathologists and Social Worker who work on a school year basis. The School Board may schedule hours of work and work schedules and determine duties in the same manner as provided to the School Board vis-à-vis teachers under the School Act.

The annualized salary includes all payments (including statutory holidays, vacation, .65%, overtime, gratuity, cartage, etc.). Deductions for unpaid absences will be the same as the calculation used for unpaid absent teachers.

The Master's scale applies to Speech Language Pathologists and Social Worker who have a Master's in Speech Language Pathology or Social Work that is equivalent to that obtained at the University of British Columbia.

5. **.65%**

(a) **Payment**

The Board agrees to pay all permanent full-time and permanent part-time staff an additional .65% of their basic salary in a manner best suited to the Board's payroll system, other than through an adjustment to the basic rate, to give effect to the intent contained in a letter from the Director of the Labour Relations Department of the Vancouver Regional District to Mr. Aubrey Burton, Representative, Canadian Union of Public Employees, dated May 28, 1975.

(b) **Leave of Absence**

An employee who need not be replaced may request time off in lieu of the .65% (in the subsequent year) and such leave will be at the discretion of the supervisor.

6. **Premium Pay**

Regular pay plus premium pay (at the rate of ten (10) percent of the employee's basic rate) shall be paid for those persons involved in:

- (a) Snow removal from school roofs, which as a general rule shall be performed by temporary employees. Where any permanent employee is assigned to such work in an emergency, he/she shall be eligible for this additional rate. (See also Letter of Understanding No. 7, Emergency Snow Conditions - Schedules and Compensation (Grounds Crew).)
- (b) Work performed for:
 - i) any work specifically assigned by the Manager of Facilities Services or the Maintenance Supervisor and designated as being eligible for "premium pay" prior to it being undertaken;
 - ii) cleaning boilers;
 - iii) cleaning of oil tanks;
 - iv) asbestos removal or containment projects in crawl spaces.

7. **First Aid Designates**

The Board, through the office of the Secretary-Treasurer, may designate School Administrative Secretaries and/or other personnel to be responsible for first aid where such School Administrative Secretaries and/or other personnel are agreeable. Such employees will receive training where necessary with such training being without loss of income and during working

hours. For the period employees are designated responsible for first aid they shall receive 30 cents (30¢) per hour payment.

In the event that a first aid designate is required and the need cannot be suitably met on a voluntary staff basis, then the selection of the position responsible for first aid will go to the Labour Management Committee. If the matter cannot be resolved by the Labour Management Committee, then a determination will be made by the Board with the right of representation by the Union.

Persons designated and qualified as a school's Industrial First Aid Attendant shall be paid an additional 90 cents (90¢) per hour for all hours so worked.

8. Relief Rates of Pay

Relief custodial employees will receive the custodial rate of pay.

CLAUSE 20: JOB EVALUATION

1. Gender Neutral Job Evaluation Plan

Since the early 1990's Burnaby School District and CUPE Local 379 have worked toward the implementation of a new gender neutral job evaluation plan for support staff employees.

The following historical highlights reflect the negotiated agreements reached by the parties to achieve implementation of this job evaluation plan/pay equity:

- Terms of Reference May, 1994
- Gender Neutral Job Evaluation Plan March, 1996
- Job descriptions finalized October, 1996
- Evaluations finalized June, 1997
- Memorandum of Agreement - Implementation December, 1997
- Implementation of Job Evaluation Plan/
Pay Equity Program May, 1998
- Memorandum of Agreement - Distribution of
Future Pay Equity Adjustments February, 1999

2. Adjustment/Lift Periods

- First pay equity adjustment 1995 - implemented May 14, 1998
- Job evaluation adjustment 1997 - implemented May 14, 1998
- Second pay equity adjustment 1998 - implemented April 1, 1999
- Third pay equity adjustment 1999 - implemented March 30, 2000
- Fourth pay equity adjustment 2000 - implemented September 14, 2000
- Fifth pay equity adjustment 2001 - implemented August 30, 2001

3. **Adjustment Criteria**

All pay equity and adjustments are made under the Implementation Memorandum of Agreement dated December 8, 1997.

4. **Job Classifications/Reclassifications**

There shall be maintained a set of job descriptions covering all established job categories acceptable to both the Board and the Union. Maintenance of and changes to the support staff job descriptions under the Job Evaluation Plan/Pay Equity Program is outlined in Section 7 of the Terms of Reference.

CLAUSE 21: JOB CLASSIFICATIONS

1. **Custodians**

(a) **Custodian**

Performs a variety of custodial duties to ensure the safety, cleanliness and security of school facilities and grounds.

(b) **Custodial Sub-Foreman I**

A custodian who is assigned custodial duties at an elementary school on the day shift. Such person has greater work leadership responsibilities.

(c) **Custodial Sub-Foreman II**

A custodian who is assigned custodial duties at a secondary school on the afternoon shift. Such person has supervisory responsibilities over the other afternoon shift custodians at that secondary school.

(d) **Custodian Foreman**

A custodian assigned to and in charge of all custodian at a secondary school, including all custodians working at assigned elementary schools. Such person works the day shift and has overall supervisory responsibilities.

(e) **Summer Scrub - Sub Foreman II**

Custodians placed in charge of custodial summer scrub crews under the general supervision of a custodial foreman shall receive the rate of custodial sub-foreman II.

2. **Maintenance/Grounds**

(a) **Casual Labourers**

Casual labourers for the Grounds Crew shall be paid the Labourer rate, pay grade 1.

(b) **Acting Trades Foreman**

A tradesman designated to act as foreman for five (5) or more tradesmen for more than two hours in a day shall be paid the trades foreman rate of pay grade 16 for all hours worked in that capacity.

(c) **Acting Groundskeeper II**

Where five (5) or more Groundskeepers are assigned to a grounds project (excluding grass cutting and trimming) one Groundskeeper shall be put in charge. While in charge, that Groundskeeper shall be paid the Groundskeeper II rate of pay for all hours worked in that capacity.

3. **Student Supervisors, Crossing Guards, Elementary School Assistants, Educational Assistants**

(a) **Hours of Work/Day Rate**

The normal hours of work for student supervisors will be one (1) hour and ten (10) minutes per day and the daily rate is reflective of travel time given the short period of work.

- (b) The normal hours of work for crossing guards will be two (2) hours per day and the daily rate is reflective of travel time given the short periods of work.
- (c) In the event that an elementary school assistant or educational assistant agrees to perform student supervision, he/she shall receive his/her regular rate of pay.
- (d) In the event that a student supervisor vacancy arises, the Board may combine the position at the end of the school year with that of an elementary school assistant or educational assistant.
- (e) Student supervisors and crossing guards will receive sixteen (16) per cent in lieu of all benefits and entitlements, including paid holidays, vacation, benefit plans and sick leave.

CLAUSE 22: CAR ALLOWANCE

1. Maintenance Department Car Allowance

Maintenance personnel who use their cars in the Board's service shall be compensated as follows:

(a) Painters

Basic car allowance will be seventy-five dollars (\$75.00) per month.

(b) Carpenters

Where a carpenter is required to use his own automobile for Board purposes (possibly with equipment storage over the night or weekends), then such carpenter will receive one hundred and fifty dollars (\$150.00) per month.

2. Maintenance Department Leased Vehicles

Other maintenance personnel using lease and private cars (pick-up trucks or station wagons required in the performance of their duties):

(a) **Use in Excess of 1770 Kilometres**

Where a driver of a leased vehicle can demonstrate using such vehicle over a two (2) month period for work purposes of seventeen hundred and seventy (1770) kilometres or more, then he/she shall receive an additional two dollars (\$2.00), plus, where applicable, five dollars (\$5.00) for every additional one hundred and sixty-one (161) kilometre increment.

(b) **Vehicles Taken Home**

Drivers of leased vehicles not parked at the Board parking lot each night shall receive a basic gas assistance allowance of seventy dollars and seventy-nine cents (\$70.79).

(c) **Use of Personal Vehicle in Place of Leased Vehicle Taken Home**

- i) Further, subsection 2(b) above refers to those employees who currently utilize their own cars pursuant to this paragraph. Any employee using a lease car may elect to return to the use of a private vehicle providing such request coincides with the termination of the lease of the vehicle in question. Employees using their own cars within the above terms of reference shall be compensated at the rate which equals the current total cost of a similar leased vehicle plus fifty-six dollars and eighty-eight cents (\$56.88).
- ii) The Parties agree to follow Letter of Understanding No. 4 dated 1985-03-14 outlining the parameters when an employee elects to use a personal vehicle in lieu of a leased vehicle.

(d) **New Employees**

The School Board may await ordering a lease vehicle pending the successful completion of a new employee's probationary period. A new employee entitled to a lease vehicle pursuant to the Agreement shall receive the carpenters' basic rate plus the applicable mileage rate, pending receipt of the lease vehicle.

(e) **Determination of Type and Use of Vehicle**

- i) It is agreed that when the Board provides a lease vehicle it retains the right to make all determinations regarding the type and use of the vehicle. Where the vehicle is used solely for school board purposes, there will be no cost to the employee. The employee will be responsible for utilizing the vehicle in a responsible and reasonable manner.

- ii) Persons using lease vehicles will be able to continue the use of such vehicles consistent with past practice, provided they continue to qualify for a leased vehicle as provided for herein.

(f) **Guidelines for Use**

A person provided with a lease vehicle will be provided with a copy of the guidelines for the use of the vehicle prior to the commencement of the first lease. Upon request, an additional or updated copy will be provided.

(g) **Snow Tires**

Snow tires shall be provided as required.

3. **General Car Allowance**

Where an employee is requested by a duly authorized agent of the Board requiring the use of their private vehicle, they may claim mileage at the rate based on section 4 below, using the standard claim slip form.

An employee may request and will receive in writing the aforementioned 'requirement' where a bona fide case of uncertainty exists.

4. **Mileage Payments**

- (a) For every thirteen point five cent (13.5¢) change in the price of a gallon of gas (or two point nine six cent (2.96¢) increase per litre) over the price as of September 1, 1988, the mileage rate will be amended one cent (1¢) per mile (or point six two five cents (.625¢) per kilometre) and the lease car payment in 22, 2(a) herein will be increased one (1) additional dollar beyond the five dollar (\$5) rate.

The payment change shall be effective at the commencement of the month following the month in which the COLA clause is triggered.

As of September 1, 1988 the mileage rate is forty (40) cents/mile or twenty-five (25) cents/kilometre.

- (b) In the event that an employee agrees to utilize his/her vehicle to attend some activity more than thirty-five (35) miles from the Board office, then he/she will receive a car payment equivalent to his/her gasoline costs.

5. Light Cartage Allowance

Designated employees on a voluntary basis carrying equipment, supplies or stores in a private vehicle, shall receive three dollars (\$3.00) per day on days when equipment is moved, plus a mileage rate based on subsection 4 above.

To qualify as equipment, supplies, or stores, materials shall be at least twenty-five (25) pounds or seven (7) cubic feet. The provision of the previous sentence shall not apply to employees employed as of April 23, 1981.

6. Insurance Coverage

- (a) If an employee who is utilizing his/her own automobile on Board authorized business is involved in a collision whereby the employee, as a result, is required to pay additional ICBC rates (FAIR Program), then such employee will be reimbursed by the same percent of the penalty that the employee is found not to be at fault. A written report is to be provided as soon as reasonably possible and this is to be followed by a statement of payment.
- (b) Where ICBC Business Insurance is not provided by the School Board, business insurance will be reimbursed as follows:
 - i) up to one hundred and fifty dollars (\$150) per year;
 - ii) employee must prove purchase;
 - iii) dollars will be pro-rated for partial year;
 - iv) applies to persons who only get mileage;
 - v) must drive in excess of one thousand seven hundred and seventy (1770) kilometres per year on Board business, except for Foremen;
 - vi) payment made in fall of the year.

CLAUSE 23: SAFE WORK PRACTICES

1. Unsafe Practices

An employee should bring to the attention of his/her immediate supervisor any activity that is an unsafe practice which the employee has reasonable cause to believe may pose a hazard to students, other employees or the public in general. Where in the employee's opinion this does not result in the matter being adequately addressed, then the employee shall refer the matter to the On-site Health and Safety Committee and if the matter is not resolved at that level then the matter may be referred to the District Health and Safety Committee.

2. **WCB Occupational Health and Safety**

The Parties recognize the WCB Occupational Health and Safety Regulations. The procedure for refusal is outlined in Regulation 3.12:

“A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.”

3. **Glass Installation**

As a general rule, where there is only one custodian on duty at a school he/she shall not be required to install glass other than in windows which can be reached from the ground or in which the panes are not larger than ten (10) square feet.

Consistent with the rulings of the Workers' Compensation Act, any custodian who has just cause to feel unsafe about climbing ladders to install glass may be excused from this practice by making his concerns known to the appropriate supervisor.

4. **Video Display Terminals**

The Health and Safety Committee shall receive recommendations from a Union committee on video display terminals and, after review and study, the Health and Safety Committee will report to the Labour/Management Committee any recommendations not carried out.

5. **Secondary Clerical Staff Working Alone**

During the months of July and August, school clerical staff in secondary schools shall not be required to work alone in the buildings. The WCB Occupational Health and Safety

Regulation regarding working alone or in isolation is outlined in Regulation 4.21, 4.22 and 4.23.

CLAUSE 24: TECHNOLOGICAL CHANGE

1. Notice to Union

Ninety (90) days before the introduction of any technological change(s) which affects conditions or employment, wage rates, the number of employees, or work loads, the Board shall notify the Union of the proposed change. Any change shall be made only after the Union and the Board have reached agreement on such change through collective bargaining. If the Board and the Union fail to agree on the change, the matter shall be referred to the grievance and arbitration procedures of this Agreement. (See also Letter of Understanding No. 2.)

2. Training Program

In the event that the Board should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall at the expense of the Board, be given a minimum period, not to exceed one (1) year, during which to acquire the skills necessary for the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

Employees shall not be required to attend training sessions outside regular hours.

CLAUSE 25: REDUCTION OF SERVICES/CONTRACTING OUT

1. Security of the Bargaining Unit

As a general principle, the employer seeks to provide job opportunity and security of employment to employees in the bargaining unit.

2. Work of the Bargaining Unit/Employee Status/Volunteers

- (a) Persons who are not included within the bargaining unit's jurisdiction shall not perform work which is currently or presently within the working jurisdiction of the bargaining unit, except in an emergency or for the purpose of instruction.
- (b)
 - i) Volunteers shall not be used to displace or replace CUPE employees in number, or their hours worked, or both. Volunteers shall be restricted to the provision of supplementary levels of service in areas or roles which do not encompass confidential or administrative information.
 - ii) The Board, the Union and all employees agree to maintain positive relationships with volunteers. It is agreed that all problems or grievances related to the Board's volunteers, whether individually or collectively, will be restricted to formal channels, namely the employee's supervisor or the grievance procedure. (See also Letter of Understanding No. 8 - Practica and Work Experience Programs.)
- (c) It is agreed that no regular employee on staff on May 9, 1990 will be replaced and thereby laid off from employment because a volunteer(s) is (are) doing work of the bargaining unit.”

3. **Contracting Out**

- (a) No regular employee in the bargaining unit shall be laid off or suffer a loss of hours of work or pay as a result of the contracting out of bargaining unit work.
- (b)
 - i) In order to provide job security for the members of the bargaining unit, the employer agrees that all work or services presently performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, unless mutually agreed to. Such agreement shall not be unreasonably denied.
 - ii) This Clause 25 (3)(b) will not interfere with the district's ability to react to security matters and immediate threats to facilities, personnel or students.”

4. **Guidelines**

The parties agree to follow the contracting out guidelines established by them and dated November 8, 1989 as amended from time to time.

CLAUSE 26: CUSTODIAN WORKLOADS AND STANDARDS

1. Workloads

- (a) The Board undertakes to maintain as a supplementary document to this Agreement a workload formula, which shall be used as a general guideline in determining custodial workloads, bearing in mind the uniqueness of various schools, classrooms, etc. The workload formula for schools shall be that document signed by Mr. A. C. Durkin and its signed amendments, if any, that was agreed to between the Parties. The workload formula for sites will be the workload formula as amended by Appendix A.

The supplementary document may be modified from time to time at the request of either Party, using a committee to consist of a member of the Board, or its nominee, and not more than two (2) representatives of the Union, and such resource persons as either Party may require, but, in any event, not more than two (2) additional persons at any one time for either of the Parties.

The Board agrees to implement, where possible, the recommendations of the committee so that all custodial personnel will enjoy an equitable workload from school to school and from shift to shift.

In the event that either Party refuses to accept a modification to the workload formula, it shall provide the other Party with written reasons and the Union shall have the right to make further representation to the Board.

Persons shall be assigned to each school in accordance with the workload formula except that consideration shall be given to special circumstances which tend to deviate from the normal workload formula such as:

- i) excessive classroom furnishings;
 - ii) excessive use of the school by outside organizations (including night school);
 - iii) use of facilities and circumstances which tend to increase the workload (art, science, industrial education, etc.).
- (b) It is recognized that the amount of work and the quality of that work may not be maintained if already fully utilized hours are reduced in number.

- (c) A meeting of representatives of the Parties will take place in an effort to agree as to where staff reductions should take place if such reductions are required by the Board.
- (d) In the event of custodial reductions, the remaining employee will not be given new and additional duties such that the workload formula is compromised.
- (e) It is agreed that the Board has the right to determine what work is to be done and its frequency. When work is assigned, it is agreed that the workload formula shall apply, as outlined in this clause.

2. **Work Standard**

Where the work standard in a school is lowered as a result of the transfer of permanent staff members to relieve in elementary schools, an allocation of extra staff may be made on a temporary basis to restore the school to a standard desirable to the Board. In the event that the physical condition of a school, as provided for by custodians, falls below that minimally acceptable in the District, then application for additional assistance shall be made by the Principal, on the advice of the Foreman, to the Manager of Facilities Services or his Assistant and, wherever reasonably possible, relief assistance will be provided.

3. **Pre-Holiday and Holiday Clean-Up**

A Standard Procedure Bulletin covering pre-holiday and holiday clean-up shall, in consultation with the duly appointed representatives of the Union, be issued annually not later than June 1st of any year by the Secretary-Treasurer or his nominee. The bulletin shall outline in general terms the procedures to be followed and lines of authority for such work as may be programmed in the various types of schools prior to and during summer, Christmas and spring break holidays.

The Union reserves the right to make representation through normal channels in the event such arrangements are inimical to the interests of its members.

4. **Site Custodial Service**

The Board desires to use custodians in sites and commits itself to continue that practice unless it is not reasonably possible in the opinion of the Board. A deviation in the practice shall not take place without twenty (20) days' advance notice to the Union.

CLAUSE 27: HUMAN RIGHTS

1. **No Discrimination**

- (a) The Parties hereto subscribe to the provisions and principles of the Human Rights Code of British Columbia and, without limiting the generality of the foregoing, the Parties shall not discriminate against any member of the bargaining unit on the basis of race, colour, creed, age (as defined in the Human Rights Code), physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether she/he has children, or because he/she is participating in the lawful activities of the Union.
- (b) Where there exists a bona fide occupational requirement or an affirmative action program it shall not be considered discrimination.
- (c) It is understood that an allegation of discrimination falling within the Human Rights Code shall be pursued pursuant to the Human Rights Code. Other reasons listed herein may be pursued through the grievance procedure.

2. **Sexual and Personal Harassment**

(a) **Preamble**

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

- i) If an employee feels he/she has been sexually or personally harassed, he/she or any member of the Union, if requested by the complainant, may attempt to resolve the matter by informing the alleged harasser and the participants shall attempt to reach agreement on a course of future conduct and/or proceed to paragraph ii) herein.
- ii) If an employee feels that he/she has been sexually or personally harassed he/she or any member of the Union, if requested by the complainant, may attempt to resolve the matter by lodging a grievance with the Personnel Department. An investigation of the grievance shall take place as soon as reasonably possible and, in cases where sexual or personal harassment has occurred, disciplinary action may be taken against the offender.
- iii) Nothing contained herein shall preclude the right of an individual to pursue a complaint of sexual harassment with the Human Rights Commissioner.

- iv) Complaints of sexual harassment shall be treated seriously and in strict confidence by the Board and the Union.
- v) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a bona fide complaint of sexual harassment. False and/or malicious complaints shall be viewed as a serious matter.

(b) **Sexual Harassment**

Sexual harassment includes:

- i) unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought to reasonably know that such attention is unwanted.
- ii) implied or expressed threat of reprisal in the form either of actual reprisal or the denial of opportunity attributed to refusal to comply with a sexually-oriented request.
- iii) sexually-oriented remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

(c) **Personal Harassment**

Personal harassment is defined as repeated, intentional, unconstructive, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation.

3. **Safe Working Environment**

- (a) It is agreed that the Union and the Board will continue to cooperate in the promotion of a safe working environment which is free from violence and intimidation.
- (b) It is agreed that any potential threat or actual case of violence will be reported by the employee to the employee's immediate supervisor and to the On-Site Health and Safety Committee.

LETTER OF UNDERSTANDING No. 1

The Ten-Hour Rule

1980-10-07

Mr. Barry Nadeau
General Secretary
CUPE Local 379
27840 Interprovincial Hway, R.R. #1
Aldergrove, BC

Dear Mr. Nadeau:

Re: Posting of Positions

Thank you very much for your letter dated 1980-09-19 regarding guidelines as to posting positions. I think that your proposal has much merit, and as a result we are prepared to abide by our agreement for the duration of this collective agreement or until either party gives notice of the unsuitability of this agreement. It is of course understood that upon proper notice either party can revert to the specific terms and conditions of the collective agreement.

Specifically, I would like to respond to your proposals as follows:

1. It is agreed and understood that an increase of ten (10) hours or more in a part-time position will cause a posting.
2. It is agreed that an increase of less than ten (10) hours per week does not require a posting.
3. It is agreed that any such change shall be permitted once and any further change would create a need for a posting, save and except if the number of hours are returned to the original hours indicated in the posting.
4. It is agreed that any change from part-time to a full-time position or vice-versa would be posted.

I believe the above is in accordance with your proposal save and except for my proposed amendment to point No. 3. I think that the rationale is self-evident.

Mr. Barry Nadeau

1980-10-07

Once again, thank you for your consideration of this matter and I look forward to hearing from you.

Yours truly,

Brian H. Bastien
Personnel & Labour Relations

LETTER OF UNDERSTANDING No. 2

Letter of Intent - Technological Change - List of Arbitrators - June 29, 1983

The Parties agree that should agreement pursuant to section 1 of "Technological Change" not be achieved then the matter will be forwarded to arbitration to the arbitrator listed below who is first available:

1. Allan Hope
2. Dalton Larson
3. Steve Kelleher
4. Gabe Somjen
5. Don Monroe
6. Vince Ready
7. Richard Bird

Further, the Parties will write to these arbitrators advising of this arrangement, its importance to this settlement and the desire of the Parties to receive a resolution as soon as possible.

June 29, 1983

FOR THE BOARD

FOR C.U.P.E. LOCAL 379

Mr. B. Bastien
Manager, Employee Relations

Ms. C. Jordan
President

LETTER OF UNDERSTANDING No. 3

It was agreed between the Parties to delete this Letter of Understanding that dealt with the grandfathering of a car allowance. The Parties agree that there is no longer a use for this letter and therefore it has been deleted.

LETTER OF UNDERSTANDING No. 4

1985-03-14

Ms. Colleen Jordan, President
Canadian Union of Public Employees, Local 379,
#31, 250 S. Willingdon Avenue,
Burnaby, B.C. V5C 5E9

Dear Colleen:

Re: **Election to Use Personal Vehicles in Lieu of Lease Vehicles**

I am pleased to report that at the last meeting of the Board of School Trustees, District No. 41 (Burnaby), the Board ratified the following parameters subject to ratification by C.U.P.E. Local 379:

4. In the event that an individual chooses to use their personal vehicle in lieu of a lease vehicle, then the personal vehicle must meet job needs to the same degree as Board supplied lease vehicles and it is the responsibility of the individual to ensure this;
5. The method of calculating the payment in lieu of receiving the lease vehicle would remain unchanged. That is to say that the individual will receive an amount equivalent to what it would have cost the Board to lease that year's vehicle (eg - the Board's vehicle) when it was new, plus the cost of insurance at that time.
6. In the event that a staff member changes the year and/or type of personal vehicle used, he or she shall notify the Board promptly.
7. If, during the three year period following selection of the personal vehicle a person changes his or her personal vehicle provided for work, then an adjusted rate would result (with payment determined as indicated above) provided it does not exceed what the Board's original cost would have been at the commencement of the three year period. Every three years this maximum "cap" would be adjusted to the rates in effect at the beginning of the three year period.

...2

8. Employees in temporary positions (replacing incumbents) will not receive a lease vehicle unless one is available and would otherwise be sitting idle and unused.
9. If a lease vehicle is unavailable, the Board will pay an employee in a temporary position an amount equivalent to the amount of the lease cost as if the employee leased the vehicle to the Board as per this letter.

I understand that C.U.P.E. Local 379 is agreeable to these parameters and accordingly I am requesting that Payroll make any appropriate adjustments flowing back to that period of time in which this matter was initially raised.

If you have any questions, or if you wish to discuss this matter further, please do not hesitate to contact me.

Yours truly,

B.H. Bastien
EMPLOYEE RELATIONS MANAGER

BB/jw

LETTER OF UNDERSTANDING No. 5

January 23, 1987

Ms. Colleen Jordan,
President, C.U.P.E. Local 379,
Burnaby, B.C.

Dear Ms. Jordan,

re: **Outside Activities**

Further to the conclusion of our recent round of negotiations, this "Letter of Understanding" between the Parties pertains to outside activities.

Outside Activities:

- (a) Employees who perform authorized work by virtue of "outside activities" will receive appropriate payments from the School Board.
- (b) A lay-off will not apply in the case of a reduction in hours of work by virtue of the absence or the reduction of an outside activity, where such hours were not reflected in the original posting unless there is an ongoing reduction of an average of two or more of the non posted but normally or regularly scheduled additional hours per day.
- (c) In the event that work beyond the posted normal hours of work is necessary by virtue of an outside activity, then it will be an expectation that the needed additional work will be performed and that pay will be as per this agreement.
- (d) There shall be no loss of pay where a scheduled "outside activity" is cancelled without sixteen hours notice to the custodian. A telephone call to the custodian's home will be considered as notice having been given.

This provision will become effective as soon as reasonably possible, at which time section 7 of "Hours of Work" will be deleted.

Yours truly,

B.H. BASTIEN
Director of Labour Relations and Legal Services

LETTER OF UNDERSTANDING No. 6

Letter of Understanding Reached in the 1980 Round of Bargaining, January 3, 1990

It is agreed in this letter of understanding that the following actions are desirable and permissible for the duration of the collective agreement presently being negotiated:

1. New job opportunities are desirable;
2. The employer may establish new jobs and hours of work for such new jobs in order to meet the needs of specific programs;
3. New rates of pay, applicable benefits, new job classifications shall be resolved in accordance with subsections, 1 (i) and (j) of "Job Classifications" of the collective agreement.
4. The hours of work shall be determined after consultation with the Union and will be as required by the program and also will be in accordance with the Hours of Work Act. Flexible and irregular hours may be necessary.
5. Hours of work may be on evenings or weekends as necessary but present full-time and regular part-time positions will not be reduced by such new classifications.
6. Overtime will be paid according to subsection 4 (a) of "Hours of Work", that is after the weekly salary full-time hours are worked or the daily regular full-time hours are worked.
7. Weekend custodians will receive, wherever possible, an orientation period prior to being assigned where there is no regular staff present.

FOR THE BOARD

FOR C.U.P.E. LOCAL 379

Mr. B. Bastien
Manager Employee Relations

Ms. C. Jordan
President

LETTER OF UNDERSTANDING No. 7

Emergency Snow Conditions and the Effect on Grounds Crew Shift Schedules and their Compensation

In the event of heavy snowfall it may be necessary to split the grounds crew into separate crews working emergency shift hours. This letter of understanding is to provide the District and CUPE members with the best possible utilization of crews and equipment for emergency snow removal without loss of shifts or regular pay for grounds crew members. Crew who are required to change from their normal schedule will be paid two (2) hour call-up time as outlined in subsection 8(b) of "Hours of Work" of the collective agreement.

If a heavy snowfall occurs the parties agree that the grounds crew who normally work day shift hours can be split into appropriate snow removal crews. This will mean changing to an alternate snow emergency shift. When the grounds crew are scheduled to meet the snow emergency for longer than a normal eight (8) hour shift the lunch period will be paid.

The normal overtime provisions in subsection 4(a) of "Hours of Work" of the collective agreement will apply.

Crew members who work alternate snow emergency shifts will receive their regular pay plus a 10% premium for working the alternate shifts. Where it is necessary to return the alternate shift crew to their normal shift within the work week, they will be paid their regular shift missed at straight time and return to the next regularly scheduled shift. This will protect crew members from losing a regular shift.

Dated: January 27, 1993

M.D. Berardine
For the Board

Terry Allen
For CUPE

LETTER OF UNDERSTANDING No. 8

Practica and Work Experience Opportunities

Practica and Work Experience opportunities have been recognized by the parties as a service that complements the educational mandate of the Burnaby School District. We have identified and discussed a number of Practica and Work Experience opportunities that are common to the District. They are listed below.

- Special Education Assistant Program (Langara College) or similar programs from other Community Colleges
- Community Support Worker Program (Douglas College) or similar programs from other Community Colleges
- Child and Youth Care Counselling Program (Douglas College) or similar programs from other Community Colleges
- Library Technician Program (Langara College) or similar programs from other Community Colleges
- Burnaby School District #41 - Work Experience Programs
- SHARE Work Experience Programs (Teacher Assistants)
- Communication Technology Work Experience (BCIT) or similar programs from other Technical Institutes and Community Colleges

These Practica or Work Experience opportunities are intended to be supernumerary to work or services presently performed or assigned to any School District #41 employee and are not intended to cause, nor will they result in, reduction in any employee's work assignment. It is understood that District #41 employees who are asked to guide candidates through a work experience will do so voluntarily.

Other Practica or Work Experience programs which may be identified in the future will be first discussed with CUPE Local 379 and then be added to this list.

Date: February 26, 1993

For the Board:

For CUPE Local 379:

M.D. Berardine

Terry Allen

LETTER OF UNDERSTANDING No. 9

Letters of Understanding Reached in the 1994 Round of Bargaining June 7, 1994

Individual Education Plans (IEP)

Each employee directly involved with special needs students may be provided time to take part in IEP meetings at the request of the teacher. When this time is over and above the employee's regular hours, the school Principal and the appropriate Assistant Superintendent must agree on the necessity for the employee's participation in the meeting.

Clerical Workload

It is agreed that the subject of clerical workload shall be a topic for the communications committee. It is further agreed that resource staff will be invited to attend the communications committee meetings, as required.

APPENDIX A

Revised Workload Formulae

Revised Workload Formulae as designed for "Site" surveys:

(a) Dusting - this work has been included in the general cleaning times, no extra time programmed.

(b) Sweeping & cleaning - now includes all dusting, all wiping of fingerprints etc., in the following specified areas:

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) Average Classroom - carpet OR lino, regardless of the user
<u>15 MINS.</u> | (10) Cleaning corridor walls -
Elementary - allowed only 15 min. per week
or
<u>3 MINS.(day)</u>
Secondary - allowed only 25 min. per week or
<u>5 MINS.(day)</u> |
| (2) Clean office suite - flat rate for entire office area-regardless of cubby holes, carpet, lino, store room, mimeo area etc., assumed area maximum 1500 sq. ft.
<u>15 MINS.</u> | (11) Cleaning Class - we allowed ½ min. per day for every <u>DOUBLE EXIT</u> or smoke door set, which was at least 50% glass.
<u>½ MIN.</u> |
| (3) Clean gym - 5 minutes per 1000 sq. ft. per day of use. A factor is applied in light of experience and amount of usage. | (12) Clean Doors - This was eliminated. Now part of classroom cleaning. |
| (4) Corridors - No distinction - carpet/lino, 5 minutes per 1000 sq.ft. | (13) Lavatory porcelain - same as work-load for school. Laboratory floors - allow 3 min. per 100 sq. ft.
<u>3 MINS.</u> |
| (5) Stair ways - 5 minutes for each flight over 15 steps, 2 minutes for each flight below 15. | (14) Walk about time - a maximum of 5 minutes per day. |
| (6) Clean kitchen - disallowed because of almost no use by tenants of gyms. Any other kitchen areas are cleaned by tenants. | (15) Store rooms (not including those in office complex). Allowed one minute per day each.
<u>1 MIN.</u> |
| (7) Clean health room areas (if used). Allow 5 minutes regardless of size.
<u>5 MINS.</u> | (16) Boiler rooms - no fixed time depends upon area, condition and if it is used by public, etc. |
| (8) Counsellors offices - are now included in "office suite". | (17) Garbage
<u>5 MINS.</u> |
| (9) Outside walks and stairs - <u>NOT</u> included except on <u>VERY</u> special circumstances. | (18) Lock up
<u>5 MINS.</u> |

SCHEDULE A

Pay Scales

General Increase Effective January 1, 2002

The general increase effective January 1, 2002 will be 1%, plus the average wage adjustment for public employers as determined by the Industrial Inquiry Commission. Once this is established a new support staff pay scale will be calculated and made available to employees.

SCHEDULE B

Jobs Not Part of the Job Evaluation Plan

The following jobs are not part of the JEP and are therefore part of Schedule B:

Crossing Guards	\$34.96/day
Student Supervisors	\$22.06/day
Speech Language Pathologists - non-Masters	\$39,043 annually
Speech Language Pathologists - Masters	See Board/BTA schedule
Social Worker - Masters	See Board/BTA schedule

INDEX

Absence, Leave of.....	29
Acting Pay, Day to Day.....	13
Additional Earnings Statement.....	52
Adoption Leave.....	33
Appendix.....	81
Arbitration.....	7
Assignments, Temporary.....	13
Auxiliary Personnel.....	38
Bargaining Agent.....	3
Benefits.....	45
Benefits Trust.....	47
Bereavement Leave.....	32
Budgetary Restraint.....	52
Bulletins.....	9
Bumping Rights.....	15
Call-Out.....	43
Car Allowance.....	57
Cartage Allowance.....	60
Christmas/New Year's Half Day.....	28
Clerical Workload (Letter of Understanding).....	79
Clothing and Tools.....	50
Compensatory Time.....	42
Compulsory Retirement.....	37
Contagious Diseases.....	23
Contracting Out.....	63
Coveralls.....	51
Crossing Picket Lines.....	4
Crossover Periods.....	25
Custodian Workloads and Standards.....	64
Day to Day Acting Pay.....	13
Definitions.....	5
Denial of Leave.....	29
Dental Plan Committee.....	49
Dental Plan "C".....	49
Discrimination.....	66
District-Wide Professional Development Day.....	44

Education	44
Emergency Inspections	42
Employee Assistance Plan Committee	49
Employee Benefits	45
Employee Records	5
Employee Status/Volunteers	63
Employment of Retired Employees on a Part-Time Basis.....	37
Employment Standards Act	16
Expedited Arbitration.....	8
Extended Health Plan.....	48
First Aid Designates.....	53
Footwear, Safety	50
Four-Day Week.....	39
Gender-Neutral Job Evaluation Plan	54
Glass Installation.....	61
Gratuity	26
Grievance Procedure.....	7
Harassment.....	66
Holidays	27
Hours of Work	37
Human Rights	66
Indemnification	4
In-Training Positions.....	9
Individual Education Plans (IEP) (Letter of Understanding).....	79
Insurance Coverage.....	60
Job Classifications	55
Job Evaluation.....	54
Job-Related Employee Education	44
Jury Duty.....	31
Lab Coats	51
Labour/Management Committee	4
Lay-Offs	14
Leased Vehicles	57
Leaves of Absence	29
Letters of Understanding.....	69
Life Insurance.....	48
Lift Periods/Adjustment.....	54

Light Cartage Allowance	60
Lockouts.....	4
Maternity Leave	33
Meal Time.....	41
Medical Certificate.....	23
Medical Examination.....	13
Medical Services Plan.....	45
Mileage Payments.....	59
Minimum Pay, Reporting for Work.....	43
No Discrimination.....	66
Notice of Vacancies	9
Notice of Resignation	36
Outside Activities.....	42
Outside Activities, Letter of Understanding.....	75
Overtime	40
Parental Leave.....	33
Parenthood Leave.....	33
Paternity Leave.....	33
Pay, Rates of	51
Personal Vehicles, Use of (Letter of Understanding)	71
Picket Lines.....	4
.65%.....	52
Postings.....	9
Practica and Work Experience Opportunities (Letter of Understanding)	78
Premium Pay.....	53
Premium Share.....	45
Probationary Employees - Temporary Postings.....	12
Probationary Period.....	13
Professional Development Day, District-Wide.....	44
Rain Gear	50
Rate Increases	51
Rates of Pay	51
Re-Hiring Following Lay-Off.....	15
Recall Period.....	15
Records, Employee	5
Reduction of Services/Contracting Out	62
Relief Employees	12
Relief Experience.....	11

Relief Rates of Pay.....	54
Reporting for Work - Minimum Pay.....	43
Resignation and Retirement.....	36
Rest Period.....	39
Retired Employees, Employment of.....	37
Retirement, Compulsory.....	37
Retirement, Resignation and	36
Reverting/Trial Period	11
Right to Union Representation.....	9
Safe Work Practices.....	61
Safe Working Environment	67
Safety Footwear	50
Schedules	83
Schou Education Centre, Four-Day Week.....	38
Secondary Clerical Staff Working Alone	61
Seniority.....	35
Seniority Lists	36
Sexual Harassment.....	66
Shift Differential - On-Call Clerk.....	41
Sick Leave.....	22
Snow Tires	59
Snow Conditions and the Effect on Grounds Crew Schedules (Letter of Understanding).....	77
Social Worker	52
Speech Language Pathologists.....	52
Strikes or Lockouts	4
Subpoenaed Witnesses/Jury Duty.....	31
Summer Grounds Crew.....	12
Summer Hours	39
Summer Scrub.....	39
Superannuation	48
Technological Change.....	62
Letter of Understanding	71
Temporary Assignments	13
Ten-Hour Rule (Letter of Understanding)	69
Terms of Agreement	1
Tools and Clothing.....	50
Trades Tools.....	51
Training and Retraining	44
Trial Period/Reverting	11
Uniforms	50

Union Dues and Assessments	4
Union Membership	3
Union Representation, Right to.....	9
Unpaid Leave	33
Vacancies	9
Vacations.....	16
Vehicles, Leased	57
Vehicles, Personal (Letter of Understanding).....	73
Video Display Terminals	61
Volunteers	63
Wage Loss/Board Top-up	24
Weekend Custodial Work.....	12
Work at Home.....	38
Work Experience Opportunities, and Practica (Letter of Understanding)	78
Work Practices	61
Workers' Compensation Board Benefits	24
Working Alone.....	41
Working Alone, Secondary Clerical Staff	62
Working Environment, Safe	67
Workload Formulae, Custodians (Appendix A).....	81
Workload, Clerical (Letter of Understanding).....	79
Workloads, Custodian.....	64

