

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION  
OF SCHOOL DISTRICT #44 (NORTH VANCOUVER)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 389**

**July 01, 2014 to June 30, 2019**



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RECOGNITION OF AGREEMENT

BETWEEN: THE BOARD OF EDUCATION  
OF SCHOOL DISTRICT #44 (NORTH VANCOUVER),

OF THE FIRST PART

AND: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 389,

OF THE SECOND PART

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**WHEREAS** it is the desire of both parties to this AGREEMENT to maintain a harmonious relationship between the Board and its employees, to recognize the mutual value of joint discussion and negotiation on all matters pertaining to promote the morale, well-being and security of those employees included in the bargaining unit; and pertaining also to the maintenance of good housekeeping and safe custody of property and equipment.

**AND WHEREAS**, the parties to the Second Part have formed a Union hereinafter called the "Union";

**AND WHEREAS**, in accordance with the Certificate of Bargaining Authority dated November 21, 1948, the Board recognized the Union as the sole bargaining agency on behalf of its employees engaged in Janitor, Maintenance and Clerical Work;

**AND WHEREAS**, each of the parties to this Agreement recognizes the desirability of stability of employment and its importance in the recruitment and retention of qualified and experienced personnel; therefore, the parties hereinto before mentioned do now undertake in co-operation each with the other to employ those methods and practices deemed necessary to achieve and attain for those employees included in the bargaining unit continuous employment with the Board.

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

**THIS AGREEMENT NOW WITNESSETH** that the parties hereto, in consideration of the mutual covenants hereinafter contained, agreed each with the other as follows:

## ARTICLE 1 - DURATION OF AGREEMENT

### 1.1 Duration of Agreement

This agreement shall be for a term from **July 01, 2014 to June 30, 2019** both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code of British Columbia, this Agreement shall continue in full force and effect, and except with respect to changes to rates of pay made pursuant to the Pay Equity/Gender Neutral Job Evaluation Agreement and the Pay Equity Implementation Agreement both **(revised April 2010)** between the parties, neither party shall make any change or alter the terms of this Agreement until:

- a) The Union can lawfully strike in accordance with the provisions of Part V of the Labour Relations Code of British Columbia; or
- b) The Board can lawfully lock out in accordance with the provisions of Part V of the Labour Relations Code of British Columbia; or
- c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new collective agreement; whichever is the earliest.

### 1.2 Written Notice

- a) Written notice in accordance with Section 1.1 of this Article shall be deemed to have been validly given to the Board if it is mailed under registered cover and addressed as follows:

The Board of Education (School Trustees)  
North Vancouver School District #44  
2121 Lonsdale Avenue  
North Vancouver, BC  
V7M 2K6

- b) Such notice shall be deemed to have been validly given to the Union if it is mailed under registered cover and addressed as follows:

Canadian Union of Public Employees  
Local 389  
#255-1000 Roosevelt Crescent  
North Vancouver, BC  
V7P 1M3

### 1.3 Management Rights

It is agreed and understood that the management, operation, and the direction of the work force is vested exclusively with the Board.

Any other rights of management which are not specifically mentioned in this Agreement and are not contrary to its intent shall remain in full force and effect for the duration of this Agreement. The Board, when exercising such rights, must do so in a manner which is fair, reasonable, equitable and non-discriminatory.

#### **1.4 Legislative Change**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the remaining provisions of this Agreement shall remain in force.

### **ARTICLE 2 - UNION RECOGNITION**

#### **2.1 Union Membership**

It is agreed that employees who are at present, members of the Union shall remain so as a condition of employment. It is further agreed that persons who are hereafter employed by the Board shall become members of the Union on the first day of employment and shall remain as members of the Union as a condition of employment, provided that no employees shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues, fees and assessments that all other members of the Union are required to pay to the Union.

It is further agreed that employees who at the date of this Agreement are not members of the Union shall contribute each pay period, commencing with the first pay received by the employee, to the Union a fee equal to the dues as set by the Union from time to time. It is understood and agreed that the Union and its members will use only peaceable and legitimate means to persuade present members of the staff who are not members of the Union to become members of the Union.

The parties agree that the Union is the sole bargaining agent for all employees covered by this agreement. The Board agrees that neither the Board nor its representatives shall enter into any agreement with an employee which conflicts with the provisions of this agreement without the approval of the Union.

It should be noted that the parties have agreed that this Article 2.1 does not apply in cases of emergent or humanitarian requests of a minor nature by an employee.

#### **2.2 Dues Deduction**

The Board agrees to honour assignment of wages for Union dues, fees and assessments upon receipt by the Superintendent or designate of a signed authorization form from the employees concerned at least ten (10) days prior to the regular time of making such deductions that month.

#### **2.3 Remittance of Deduction**

The Board agrees to remit the deductions made under Section 2.1 and 2.2 of this Article to the Union for each pay period, commencing with the first pay received by the employee, together with the list of those employees from whom such deductions were made. Such deductions and list shall be forwarded to the Union not later than the tenth (10th) day of the following month.



## 2.4 Dissemination of Information to Employees

- a) The Board agrees to permit the use of its staff bulletin boards by the Union and employees for the posting of notices of meetings and such other notices as may be of interest to the employees. The Board's bulletin boards shall not be used for the posting of any material of a political nature.
- b) The Board agrees to acquaint potential employees with the fact that a Collective Agreement is in effect, and with the conditions of employment with respect to Union Membership and dues check-off.
- c) The Board agrees to provide all new employees with a copy of the Collective Agreement, with benefit information pamphlets, and with any other material agreed to jointly with the Union. The Board further agrees to provide new employees with a document to be supplied by the Union with respect to the address and telephone number of the Union's business office and a listing of current Union executive members and stewards.

## 2.5 Union Representation at Meetings of a Disciplinary Nature

An employee shall have the right to have his/her Steward or Union Representative present at any meeting with supervisory personnel where disciplinary action is contemplated. The supervisor shall notify the employee of the purpose of the meeting, and give the employee the opportunity to request that his/her Steward or Union Representative be present at the meeting. Where an employee has requested the attendance of his/her Steward or Union Representative, he/she shall be given the opportunity for brief private discussion prior to the meeting with the supervisor.

The Board agrees that Stewards and other Union Representatives shall be permitted, upon request of employees, to investigate disputes and to attend meetings pursuant to this Article, during working hours or otherwise.

## ARTICLE 3 - HOURS OF WORK AND SHIFTS

### 3.1 Hours of Work - Maintenance and Janitorial Staff

The regular hours of work shall not exceed eight (8) hours per day or forty (40) hours per week, Monday to Friday inclusive.

### 3.2 Start Times

Excepting as hereinafter provided, the working week shall commence at 8:00 a.m. Monday for all Janitorial and Maintenance employees, excepting that the hours of commencement of working week for Day Shift, Janitorial personnel in charge of schools may commence prior to 8:00 a.m. but in no event shall such regular hours commence prior to 6:30 a.m.

### 3.3 Shifts

Maintenance and Janitorial employees may be employed on the following shifts, which shall be defined as:

- a) "Day Shift" - a shift of eight (8) consecutive hours of work exclusive of meal times, completed by 4:30 p.m. Monday to Friday inclusive.

- b) "Afternoon Shift" - a shift of eight (8) consecutive hours of work, exclusive of meal times, completed prior to 2:00 a.m. Monday to Friday inclusive.
- c) "Night Shift" - a shift of eight (8) consecutive hours of work, exclusive of meal times to be completed by 7:30 a.m. on Tuesday to Saturday inclusive.
- d) Notwithstanding the provisions of Section 3.1 hereof, in those schools which are opened on Saturdays and Sundays for public recreation or education, relief janitorial staff may be employed at the straight time rate of pay applicable to Janitors (B4). It is understood and agreed that no regular Full-Time employee shall normally be required to perform relief janitorial duties in accordance with the provisions of this Section, and that no relief janitor shall be required to work more than eight (8) consecutive hours per day, exclusive of meal times. No relief janitor shall be paid for less than four (4) hours after being called out. Should it become necessary for regular Full-Time employees to work on a normal rest day, for any reason whatsoever, the normal overtime provisions shall prevail, except as provided in Article 4.11.

### 3.4 Change of Shift

- a) Where an employee is required to change shifts on a temporary basis, the Board guarantees a minimum of forty (40) hours pay in a work week (Monday to Friday inclusive) exclusive of overtime payments. However, in the event the employee works regularly, a shift of less than eight (8) hours, the guaranteed hours shall be on a proportionate basis.
- b) The Board will at all times endeavour to give maximum notice possible, which shall be no less than nine (9) hours, to employees required to change or report for shifts other than the shifts they have worked the day previous. Should there not be nine (9) hours between shifts, then overtime shall be paid to the employee at double-time rates for all hours worked until the nine-hour period has elapsed.

### 3.5 Special Shifts

Maintenance and Janitorial employees may be employed on a shift, other than regular day shift. Such shift shall be a special shift and shall be defined as eight (8) consecutive hours in a twenty-four (24) hour period commencing with the start of such shift.

It is understood and agreed with respect to special shifts that, in addition to the foregoing, the following provisions shall prevail:

- a) That the special shift shall be completed during the regular work week, Monday to Friday inclusive.
- b) That the Board guarantees a minimum of forty (40) hours in the work week, exclusive of overtime payments. However, this does not apply to shifts of less than eight (8) hours.
- c) That the Board will endeavour to give maximum notice possible under these circumstances, to employees called to report for a special shift.

- d) Notwithstanding the provisions of Article 3.3, an employee temporarily transferred from Day Shift to another shift, shall be paid a premium rate of ten (10) cents per hour for each hour worked on the shift other than regular day shift. Provided however that such employee shall be paid a premium of sixty (60) cents an hour for any afternoon or night shift worked in accordance with Article 4.7 (this will apply to relief janitors only).

### 3.6 Reporting for Work and Four Hour Minimum Work Day

#### a) Reporting for Work

- i) Where an employee, except where exemptions apply in Article 3.6.b)(ii) reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.
- ii) If a casual employee, except where exemptions apply in Article 3.6.b)(ii), is not required for work, he/she shall be notified not less than two (2) hours before the commencement of the shift; otherwise, such employee shall be paid for a minimum of two (2) hours. In the event the employee commences work, a minimum of four (4) hours shall be paid.

#### b) Four Hour Minimum Work Day

- i) The district is committed to providing a minimum of four hours of work for regular, school term, or temporary/casual employees.
- ii) Exemptions from the four hour minimum:
  - a) Supervision Aides (elementary and secondary)
  - b) Food Program Aides
  - c) Small schools with fewer than 75 students in which case a two (2) hour minimum will apply
  - d) Replacement for Education Assistants taking part day leaves of absence of less than four hours
  - e) Other positions by mutual agreement
- iii) The four hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.
- iv) Bus drivers are exempt from the requirement from consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.

Where posting of additional hours is required, the Collective Agreement, Article 5.1(f), or Letter of Understanding #3, shall apply.

### **3.7 Meal Times and Rest Periods**

- a) It is agreed and understood that all Janitorial and Maintenance employees shall be permitted a ten (10) minute rest period during each scheduled four (4) hours of work. It is further understood and agreed that such rest period(s) shall be taken at times that will cause the least possible interference with the work in which the employee is engaged, and may be specified by the Director of Facilities and Planning, or his/her duly authorized representative.
- b) It is agreed and understood that all Janitorial and Maintenance employees shall be permitted one-half (1/2) hour as a lunch period, and as a general rule during such lunch periods it shall be permissible for the employee to leave the school premises.

The Board recognizes the importance of an interruption free lunch period for custodians. If, however, custodians are interrupted during a scheduled lunch break for emergent situations, and are required to leave their lunchroom premises, they shall be compensated for the time worked at straight time rates.

It is further agreed and understood that the lunch period for Janitorial staff on day shift may be taken between the hours of 10:45 a.m. and 12:00 noon, and that, on other shifts, the one-half (1/2) hour lunch period shall be taken within a period of one (1) hour of the completion of four (4) hours of work.

Maintenance employees, employed on the day shift, shall have a one-half (1/2) hour lunch period between 12:00 noon and 12:30 p.m.

### **3.8 Hours of Work - Support Staff**

- a) The working week for Support staff shall commence at 8:00 a.m. Monday.
- b) The regular hours of work for Support staff shall not exceed seven (7) hours per day, or thirty-five (35) hours per week, worked between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday inclusive.

### **3.9 Lunch and Rest Periods - Support Staff**

- a) Support staff shall be allowed one (1) hour for lunch, with the exception of those employees whose duties indicate that a half (1/2) hour lunch period would assist their duties, and who are prepared to accept a half (1/2) hour period, provided their normal working hours are not extended.
- b) Support staff shall be allowed a ten (10) minute rest period during the forenoon and during the afternoon of each working day. It is agreed and understood that such periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged; however, it is further agreed and understood that the times of such rest periods may be specified by the Board.

- c) Part-time Support staff shall be granted a lunch period of not less than thirty (30) minutes unpaid and a paid ten (10) minute rest period(s) according to the following schedule:

<u>EMPLOYEE'S HOURS PER DAY</u>	<u>REST PERIOD AND/OR LUNCH PERIOD</u>
2	No Break
3	One Rest Period
4	One Rest Period or One Lunch Period
5	One Rest Period and, One Lunch Period
6	Two Rest Periods and, One Lunch Period

### 3.10 Non – Regular Hours of Work

Notwithstanding Sections 3.1 and 3.8 of this Article, it is agreed that certain operations of the Board are performed on Saturdays and Sundays and/or with daily starting times other than those mentioned above. It is further agreed that those classes of employees set out in Schedule “D” attached hereto, may have a normal work week other than Monday through Friday and/or with daily starting times other than those mentioned above.

### 3.11 Summer Hours

- a) During July and August the hours of work shall be 7:30 a.m. to 4:00 p.m. for employees working in maintenance and schools. The Board shall determine the starting and stopping times for the janitorial, maintenance, and support staff.
- b) It is expected all employees make the necessary adjustments to conform to the summer hours arrangement.

## ARTICLE 4 – CLASSIFICATION AND PAY

### 4.1 Classification and Evaluation of Positions

The classification and evaluation of new and existing positions covered by this Agreement shall be determined in accordance with the procedures set forth in the Pay Equity/Gender Neutral Job Evaluation Agreement (**revised April 2010**) and the Pay Equity Implementation Agreement both dated June 16, 1999, until such time as the Job Evaluation Joint Committee (JEJC) shall recommend to the parties the following:

- a) A new or revised Pay Equity/Gender Neutral Job Evaluation Agreement
- b) A new or revised Job Evaluation Plan
- c) A template for Class Specifications based on Job Evaluation Plan
- d) New or revised changes to the Job Analysis Questionnaire in accordance with the new or revised Job Evaluation Plan
- e) Any other changes as the Job Evaluation Joint Committee may see fit to recommend

The Job Evaluation Joint Committee (JEJC), (not the JJEC), shall be comprised of the following:

- CUPE President or designate
- Board Representative or designate
- CUPE Representative from JJEC
- Board Representative from JJEC

Each party may also bring no more than one (1) outside consultant to provide professional advice and support to the discussions.

It is understood that until a new Agreement and Plan are agreed to by the parties, the existing Agreement and Plan shall remain in force.

#### 4.2 Definitions of Employees

- a) Use of Masculine Term – Wherever in this Agreement the masculine term is used, it is understood that the reference shall include the feminine where the context so requires.
- b) “Employee” shall mean a person who is an “employee” as defined by the Labour Code of British Columbia.
- c) “Probationary Employee” shall mean and include those employees employed during the first three (3) continuous months of service in any position to determine the suitability of the employee for continued employment.

It is mutually agreed between the parties that the probationary period may be extended a further period not exceeding three (3) months and in such event the employee and the Union shall be notified in writing of such extension.

- d) “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.
- e) “Regular Part-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 less than a full-time basis.
- f) “Full-Time School-Term Employee” shall mean an employee who has successfully completed the prescribed period of probation and who is employed each working day during the school year on a full-time basis.
- g) “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.
- h) “Casual Employee” shall mean an employee hired on a day-to-day or temporary basis to relieve other employees, augment the regular or school term staff or who is engaged on a special project which shall include replacing an employee on a Board authorized leave of absence.
- i) “Department Head” shall mean the Superintendent or designate.

#### **4.3 Trial Period**

An employee promoted or transferred will be on trial for a period of three (3) months. If at the end of that time the employee does not prove to be satisfactory in such higher rated position, he/she shall be returned to his/her former position without loss of seniority or salary in such former position.

#### **4.4 Acting Rates**

An employee placed temporarily in a higher rated position than the employee's regular position shall be paid the higher rate while so employed in such higher rated position. An employee placed temporarily in a lower rated position than the employee's regular position shall be paid the normal rate of his/her regular position while so employed in such lower rated position.

#### **4.5 Rates of Pay**

New employees or employees re-engaged shall be entitled to the rate of pay for the position for which engaged as outlined in Schedule "A." If there is no classification or pay rate in Schedule "A" of this Agreement for the position, then the pay rate shall be established in accordance with Article 4.1.

#### **4.6 Transfers and Promotions**

In the event a Board employee is promoted or transferred to a new position, the employee shall receive the pay rate for the new position.

#### **4.7 Shift Premiums**

A standard shift premium of sixty (60) cents per hour shall be paid to all classes to which shift premiums apply, and shall be payable for all regular hours worked more than one (1) hour on either side of the recognized normal or standard daily hours, provided that where the majority of an employee's regular hours fall outside the period described above, the shift premium shall apply to the entire shift.

#### **4.8 Charge Hand Premium**

A charge hand is an employee who is in charge of a crew of three or more; he/she shall be paid at the rate of thirty-five (35) cents per hour above the employee's regular rate whilst so employed. This shall apply to Maintenance Trade and Maintenance Utility classifications.

#### **4.9 Overtime Payments**

Overtime is to be effective after the completion of seven (7) hours of work in any working day in any case of support staff as referred to in Article 3.8, and eight (8) hours of work in any working day in the case of maintenance and janitorial employees as referred to in Articles 3.1 and 3.2. In the case of Regular Full-Time, Full-Time School-Term and Casual Full-Time employees, such overtime shall be defined as (a) time worked immediately following an employee's regular shift; (b) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked immediately preceding an employee's regular shift; or (c) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked at any other time. Overtime shall be paid at regular rates:

x1 1/2 for the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an employee's regular shift;

x2 for all overtime beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an employee's regular shift;

x2 for all overtime worked any other time than immediately preceding or immediately following an employee's regular shift. It is understood that for the purposes of this provision, a minimum call out of two (2) hours shall apply.

#### 4.10 Overtime Banking

All employees who are required to work overtime may elect at the time of working such overtime either to be paid for it or to receive compensating time off. An employee, who elects to receive time off, shall be credited with time equivalent to the number of hours for which he/she would have received overtime payment to a maximum of eighty (80) hours per calendar year. Subject to an employee's request being approved by the Department Head or designate, such employee shall be granted any portion of the accumulated time off at the pay rate or rates in effect at the time the overtime was worked. All overtime banked during a particular calendar year which has not been granted to an employee by March 31st of the immediately following year, the outstanding balance shall be paid out.

An employee may, at any time, request full payment of all banked overtime, and where such request is received in sufficient time, such payment shall be included in the employee's next regular pay cheque.

#### 4.11 Call-Outs and Standby

##### a) Standby

- i) For all standby between the end of normal day shift on the first day of work in a week (i.e. excluding statutory holidays) until the beginning of normal day shift on the last day of work in a week (i.e. excluding statutory holidays) employees on standby will earn one (1) hour's pay x1 for each period of eight (8) hours standing by, in addition to call-out pay as earned.
- ii) For all other standby (i.e. on statutory holidays and weekend) one (1) hour's pay x1 for each period of six (6) hours standing by, in addition to call-out pay as earned.
- iii) Should an employee receive a call after the expiration of the two (2) hour period, another two (2) hour minimum shall be applicable.

##### b) Call-outs while on Standby

It is agreed that employees on official standby shall be paid a minimum of two (2) hours pay at double the Janitor (B4) rates. If additional calls are made upon the employee prior to the expiration of the two (2) hour period (which shall have commenced upon receipt of the first call) then such additional call shall not attract an additional two (2) hours minimum. However, the employee shall be paid for time actually worked outside the two (2) hour period and in addition shall be paid a standby premium in accordance with the following provisions.



c) Call-outs

Call-out shall be defined in the case of Regular Full-Time, Full-Time School-Term and Casual Full-Time employees as being called back to work at any time following completion of an employee's regular shift which is then defined as overtime. In such instances, call-out payment shall be at regular rates:

- i) x2 for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hour period or prior to his/her arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked.
- ii) Plus an additional one (1) hour's allowance for travelling to and from home. If two (2) separate call-outs are completed within a three (3) hour period, the minimum payment shall be four (4) hours x2.

N.B. In any case where a period of standby amounts to more than an exact multiple of six (6) or eight (8) hours as the case may be, then if the residual balance amounts to half or less than half of a full period, the standby pay shall be one half (1/2) an hour x1, while if the residual balance amounts to more than half of a full period, the standby pay shall be one (1) hour x1. Employees on official standby shall not be entitled to the payments for travel and meal breaks as provided in paragraph a) hereof and in Article 4.12 of this Agreement.

#### 4.12 Meal Breaks and Allowances during Overtime and Call-Out

a) Meal Breaks during Overtime

Upon completion of two (2) continuous hours of overtime immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of one half (1/2) hour which the Board may permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours.

b) Meal Breaks during Call-Outs and Pre-Scheduled Overtime

Upon completion of three and one half (3 1/2) hours of work following a call-out or following the commencement of pre-scheduled overtime, occurring at any time other than immediately preceding or immediately following an employee's regular shift, an employee becomes entitled to a paid meal break of a one half (1/2) hour which the Board may permit to be started at any time within the three and one half (3 1/2) hour period but except in an emergency, no later than the end of the three and one half (3 1/2) hours.

c) Meal Breaks during Overtime and Call-Outs

Upon completion of any succeeding four (4) hours, the employee becomes entitled to a further paid meal break of one half (1/2) hour which, except in an emergency, shall be taken starting four (4) hours after the time when the employee became entitled to the previous meal break. Pay for all meal breaks shall be at x 2 rates.

Where because of an emergency, it is not feasible to provide a meal break at the otherwise designated time, it shall be taken as soon as practicable, and in addition the Board shall be responsible for supplying some reasonable form of nourishment during the course of the work at such time as the employee would otherwise have been entitled to a paid meal break. The supplying of nourishment by the Board does not disqualify the employee from receiving the appropriate meal allowance.

d) Meal Allowance

The Board will not be responsible for supplying nourishment to employees in any other circumstances except as mentioned above in the cases of emergencies which preclude a meal break being taken at the designated time.

Reimbursement of meal expenses will be introduced according to the following scale and with reference to the paid meal breaks set out above, it being clearly understood that continuous periods of time must be worked to qualify both for the paid meal break and the following meal allowances:

- i) Overtime preceding or immediately following a regular shift: \$10.00 at the first break and \$5.00 at each succeeding break;
- ii) Call-Out: \$10.00 at the first break and \$5.00 at each succeeding break;
- iii) Pre-scheduled overtime other than immediately preceding or immediately following an employee's regular shift where an employee is notified prior to the end of the preceding day that overtime is likely to last at least four (4) hours: nothing at the first break; \$10.00 at the second break; and \$5.00 at each succeeding break.

N.B. No receipts will be required, but the payments are required to be treated as taxable income.

**4.13 First Aid Attendants/Premium**

It is recognized that the Workers' Compensation regulations require the appointment of First Aid attendants in the workplace.

- a) The Board shall pay the full cost of the approved courses required to be taken by any employee who is required by the Board to hold a WorkSafeBC designated First Aid Certificate. The Board shall also pay the cost of courses and fees for re-certification of such employees. Courses will not normally be taken during regular working hours.
- b) Employees who have been designated as First Aid attendants and as an alternate First Aid attendant shall continue from year to year and shall be replaced when they no longer hold the necessary certificate, are unwilling to serve as a First Aid attendant, or if they leave the work site where they are the designated attendant or alternate.
- c) The Board shall designate First Aid attendants as required under the WorkSafeBC regulations each September from amongst those who hold and/or who are willing to attain the appropriate First Aid certificate and to serve as a First Aid attendant.
- d) First Aid Certificate Premiums:

Designated First Aid attendants shall be paid a monthly premium as follows:

WorkSafeBC Occupational First Aid Level 1	\$35.00
WorkSafeBC Occupational First Aid Level 2	\$70.00

It is understood that a ten-month (10) employee shall receive the premium ten (10) times per year and a twelve-month (12) employee, twelve (12) times per year.

Those employees who are currently in receipt of the Occupational First Aid certificate premiums shall receive either the Level 1 or Level 2.

#### **4.14 Driver Differential**

A driver differential of sixty (60) cents per hour shall be paid to individuals who are required, in the course of their duties, to transport special needs students by a School District vehicle.

These employees must have a Class 4 Driver's licence in accordance with the Motor Vehicle Act of the province of British Columbia.

Employees claiming the Driver Differential will be paid it for the time they are actually transporting students or for a minimum of one (1) hour per day.

Time claimed for driving must be reported to the ADT office and submitted each pay period.

Where driving duties, and therefore, a Class 4 Driver's licence are a requirement for a vacant position, such shall be noted on the posting.

#### **4.15 Trades Premium**

A Trades Premium of sixty (60) cents per hour shall be paid to individuals in the positions classed as Trades and Trades Supervisors, providing the individual holds a relevant provincial trade's qualification or industrial provincial ticket or licence that is over and above the trade's qualification that is cited in the Class Specification. The ticket or licence must be a current and valid one, and it must be related to the position occupied by the employee.

Employees claiming the Trades Premium must submit to the Human Resources Department, in writing, a letter specifying the provincial ticket(s) or licence(s) they possess which entitles them to the premium. The original documents must be provided to the Human Resources Department and a photocopy will be placed on permanent record in the employee's file.

Any claim for the Trades Premium will be effective the date the request, with the required documentation, is received in the Human Resources Department, providing the request is approved. Employees, whose requests are approved, will be paid that premium for all hours worked as long as the ticket or license is current.

#### **4.16 Trades Supervisor Premium**

The Trades Supervisor positions will receive the Trades Supervisor Premium of forty-two (42) cents per hour.

## **ARTICLE 5 – EMPLOYMENT**

### **5.1 Posting Vacancies**

- a) i) Where vacancies exist or new positions created, notice shall be posted in all locations of the Board, including online, and a copy shall be mailed to the Union.
- ii) Postings

All postings shall contain the following information: nature of position, education, required knowledge, abilities and skills, shift, hours of work, wage rate, work location(s) and duration of temporary assignment. All postings shall be posted on Fridays, except during the summer break as outlined in 5.1(e).
- iii) It is understood that when a temporary assignment is posted the employer shall indicate the end date of the assignment and may also indicate that the assignment can be extended or reduced due to funding changes.
- iv) Employee's Right to Return after Authorized Absence

An employee who is on an authorized leave of absence (e.g. sick leave, vacation, pregnancy/parental leave, or other leave of absence without pay, (except personal leave) has the right to return to his/her former position within twenty-four (24) months. If the employee returns after the twenty-four (24) month period the employee shall be subject to the rights and procedures contained in Article 5.3.
- b) i) Any laid off employee who has filed a standard application, and is subsequently unsuccessful in obtaining a position for which he/she has the required qualifications and seniority, shall have access to the Grievance procedure pursuant to Article 7 of this Agreement.
- ii) It is further agreed that in such instances, and where the vacancy has been filled during the summer months, the time limit for filing such grievances pursuant to Article 7.1(a) shall be extended to September 30th of the year in which the posting occurred.
- c) i) Any position of less than two (2) months shall not be posted. The senior person on site would be offered the acting role for the period of leave as per Article 4.4. The Union shall be advised of all such positions. Temporary positions in excess of two (2) months shall be posted unless this period of time is extended pursuant to Article 5.1.c. (ii). Positions for work in the summer break, in excess of one (1) month, shall be posted.
- ii) In the event of extenuating circumstances which extends the position past the two (2) month period above, the Union shall be advised.

iii) Additional Work during Spring, Summer or Winter Breaks

The Board will request in May of each year, expressions of interest from employees who desire additional work during normal school breaks, where the positions are less than one (1) month. The deadline for employees to apply for work in the breaks shall be June 15, and the list shall remain in place to assign such work from July 1 to June 30 of the following year. Any employee hired after June 15 may add their name to the list. Providing those registering have the required knowledge, ability and skills to do the additional work assignment, the Board will hire on a seniority basis from those employees who expressed interest and are on the list at the time of the assignment of work. Once an assignment has been made, it shall not be changed unless the employee who has accepted it withdraws. It is understood that because of the short-term nature of the temporary assignment, the employee must be able to perform the duties of the position within a two or three day orientation period.

- d) i) In normal circumstances, vacancies shall be filled within thirty (30) days of posting closing, and the Union shall be informed, in writing, of the name of the successful applicant, within seven (7) days of the position being filled.
- ii) Notwithstanding the foregoing, the Board may for any reason, refrain from filling any position which becomes vacant, or may defer making an appointment if all applicants fail to meet the requirements of the position.
- iii) Where the filling of a vacancy is not made within thirty (30) days of posting closing, the Board shall notify the Union, in writing.
- iv) Any twelve month employee who is on layoff or vacation during all or part of July or August who wishes to be considered for positions which may become available during his/her absence must make written application for specific positions by June 30th of each year. Such application must be submitted to the Human Resources Department.
- v) Any employee on extended layoff who wishes to be considered for any vacancy must make written application for specific positions in accordance with the posted notices. It is understood that any employee on compulsory layoff shall retain seniority rights in accordance with the provisions of Article 5.3.
- vi) Where an employee posts into a position and does not wish to remain in such position, they may revert to their former position within seven (7) calendar days only if it has not yet been filled. In this case only, the vacated position does not have to be re-posted. The original posting would be utilized to fill the position from the next employee(s) on the list.

e) Summer Postings and Procedures

It is recognized that during the months of July and August, it may be impractical to post the notices of vacancies in all sites. During such months, all staff vacancies shall be posted electronically on the internal communication system and a job postings binder at the Education Services Centre and the Maintenance Shop.

In planning for the school year commencing in September and in filling school term positions, the following procedures and time lines shall be followed:

- i) All known vacancies for the next school year shall be posted prior to June 30th or the last designated day of the school year as they arise.
- ii) There will be no posting of school term positions in the last two weeks of July and the first two weeks of August. The exact calendar dates will be determined each year by the parties and will be communicated to all employees in June.
- iii) All postings during July and August will be posted on Friday. Applicants will have one (1) week in which to apply. Successful applicants shall be notified within ten (10) days.

f) Changes in Hours – Education Assistant

The parties recognize that the nature of the work undertaken by Education Assistant employees may require flexibility in regard to the posting, layoff and bumping provisions of the Collective Agreement. Such flexibility is not in any way intended to limit the rights of the employee, but in recognizing the potential for disruption during the school year, may justify postponing the exercising of these rights.

- i) If during the school year it is necessary that additional time up to one (1) hour per day be granted to a part-time employee, such hours may be granted on a temporary basis without posting. If such hours do not increase the hours of a child specific position, the additional hours will normally be offered to the most senior qualified Education Assistant, Autism Support Worker, Learning Support Worker, Behaviour Support Worker and First Nations Support Worker, in that school or program. If these hours are to continue beyond the current school year, the position will be posted prior to the start of the next school year, as per Article 5.1(a) above.
- ii) Where there is a reduction or elimination of an Education Assistant employee's hours during the school year the employee shall be laid off, or the employer may, with the employee's consent, transfer the employee to a new location with the same number of hours, for the balance of the school year or assign the employee on a relief basis for the balance of the school year with a guarantee of the same number of hours.
- iii) In the event an employee (who accepted an alternate assignment as in (iii) above) is not able to obtain a satisfactory position prior to the start of the next school year, bumping rights may be implemented at that time.
- iv) The parties recognize that circumstances may arise where a student receiving one-on-one assistance transfers to another location, or circumstances may require the transfer of a special needs program to a new location. The employee assigned to that student or program may remain in the present location if there is a vacancy; otherwise, the employee would move with the student or program to the new location.

Should there be circumstances that make it inappropriate for the employee to move to the new location or there is no vacancy in the present location, 5.1(f)(ii) above will apply.

- v) The Employer will notify the Union in writing when hours are increased or decreased as per (ii) and (iii) above or when applying (v), prior to making any of the adjustments as described above.
  - vi) The provisions of this Section (f) shall apply from the first day of the school year in September until the last day of school in the following June and shall cover only Education Assistants, Autism Support Workers, Learning Support Workers, Behaviour Support Workers, and First Nations Support Workers.
  - vii) Should there be any disagreement on the application of 5.1(f)(ii) through (vii), the parties shall, within ten (10) days, seek the assistance of an arbitrator to mediate the disagreement. In the event that the parties are not able to reach agreement at mediation they shall ask the mediator to issue binding recommendations. Such recommendations while binding shall not be precedent setting.
- g) Janitorial Crew Transfers
- i) It is understood that in exceptional circumstances, after consultation with the Union and the employee involved, a transfer to the spare crew may occur. The vacated position will be posted as per the Collective Agreement.
  - ii) Work location for the spare janitorial crew and waxing crew are deemed to be "as assigned."
  - iii) It is acknowledged that the employer may initiate short term transfers to a different work location to look after emergent situations, vacation or other absence problems not covered by the spare crew. The parties agree these assignments shall not be longer than two (2) weeks.

## 5.2 Seniority Recognition

- a) Seniority is defined as a total length of continuous service in the bargaining unit for all employees. Seniority shall operate on a bargaining-unit-wide basis.
- b)
  - i) In making promotions, demotions, transfers or layoffs, the required knowledge, abilities and skills as outlined in the Class Specification shall be the primary consideration and, where two (2) or more applicants are capable of fulfilling the duties of the position, the length of service with the Board shall be the determining factor. It is agreed and understood that, in the matter of applicants, current service employees shall be given preference.
  - ii) For the purpose of this Article 5, "knowledge, abilities and skills" shall mean that there is an expectation, based upon a reasonable period of orientation (trial period, Article 4.3) and upon the senior employee's previous training and experience, that the employee will be able to satisfactorily perform the regular duties of the position.
- c) Seniority during Absence
  - i) Where an employee is absent due to Sick Leave, Workers' Compensation, or Leave of Absence granted officially, and is receiving remuneration from the Board or the WorkSafeBC, such periods of absence shall be calculated as part of the employee's service for the determination of eligibility for prerequisites and determining length of service of the above employee.

- ii) Where an employee is officially absent for any reason and is not in receipt of remuneration from the employer or the WorkSafeBC, he/she shall not be entitled to any of the benefits enumerated in this Agreement, other than seniority rights.
- d) Casual Seniority
- i) A casual employee who accumulates ninety (90) working days/shifts in a consecutive twelve (12) month period shall have casual seniority for the purpose of hiring preference for posted positions under 5.2(b) above.
  - ii) Time worked since attaining casual seniority shall be used for the purpose of seniority comparison for posted positions in 5.2(b) above.
  - iii) A casual employee who has attained casual seniority and who completes a probation period as per Article 4.2(c) shall be entitled to all seniority rights covered by this Agreement.
  - iv)
    - a) For the purpose of establishing a seniority date, seniority shall be calculated on the basis of one (1) day's seniority for each one (1) day or portion thereof, worked, and shall be backdated from the date of appointment to a permanent position.
    - b) An employee hired to a twelve (12) month position shall have seniority backdated using all working days in a twelve (12) month period approximately two hundred and sixty (260) as the basis for the calculation.
    - c) An employee hired to a school term position shall have seniority back dated using all school term working days only (approximately one hundred and eighty (180), that is all working days excluding Winter, Spring and Summer breaks.
  - v) A casual employee shall not be entitled to any of the benefits provided in Article 6 save and except those specified in Article 6.1(d), 6.1(f), 6.9, 6.23 and 6.27.
  - vi) Casual employees who wish to remain on the casual work list must indicate their desire no later than June 30 each year. A casual who has not communicated their interest by June 30 will be deleted from the casual work list.
  - vii) A casual employee who is unavailable for work for three (3) continuous months or who has not complied with (vi) above will be notified by the Board in writing that he/she has been removed from the casual list.

### 5.3 Staffing Reorganization, Layoff, Bumping and Recall

#### a) Definitions

##### i) Staffing Reorganization

A staffing reorganization is defined as the employer's right or need to assign the work force in such a way as the employee's regular classification or regular hours of work are not changed.



- ii) Surplus Transfer  
As a result of a staffing reorganization, an employee may be designated surplus and subject to transfer.
- iii) Layoff  
A layoff shall be defined as a reduction in the work force or a reduction of an employee's regular or normal hours of work with the exception of 5.3.b(ii) of this article.
- iv) Bumping  
Bumping shall be defined as the action of an employee to displace a more junior where there is a layoff.
- v) Recall  
Recall is defined as the process whereby an employee who is laid off shall be offered a return to his/her former classification, during the recall period, if such a position becomes available.
- vi) Recall List  
The Recall List is defined as a list of all employees who have been laid off and who have not subsequently obtained a permanent position.
- vii) Role of Seniority in Layoffs  
Both parties recognize that job security shall increase in proportion to length of continuous seniority. The employer has the right and responsibility to select positions that are subject to layoff. Therefore, in the event of a layoff, affected employees shall be laid off in the reverse order of their bargaining-unit-wide seniority within their classification.
- viii) Termination Pay  
Laid off employees may elect to receive Termination Pay at any time up to thirty (30) days following receipt of notice of layoff. An employee who elects to receive Termination Pay shall forfeit all seniority rights and right to recall pursuant to this article.

b) Staffing Reorganization and Procedures

The Board has the right to organize the work force to meet operational needs. Employees may be designated surplus and be subject to a surplus transfer to a vacancy, for reasons such as student withdrawal, enrolment decline, school closure, or workload reconfiguration. The Board shall provide the Union, notice in writing, as soon as practicable, of a surplus transfer situation.

In priority order, the following factors will be applied when an employee is subject to surplus designation:

1. After being given notice of surplus designation, as per the same entitlement under c(i)(a), the employee may first accept a reduction of hours at the same location if such is offered.
2. If the employee is not offered or does not accept reduced hours, the employee will be designated surplus without entitlement of advance notice as per c(i)(a) and maintain the previous hours.
3. If the employee does not accept a transfer to an offer of a vacancy(s), within forty-eight (48) hours of such offer, the employee will then be subject to layoff.

Employees designated surplus shall be advised of known available vacancies in the school district and given first opportunity to obtain a vacant position prior to the vacancies being posted provided that the position matches the surplus employee's knowledge, abilities and skills. If there are no available vacancies in the employee's classification, the surplus employee would be laid off.

c) Layoff Rights and Procedures

i) Advance Notice of Layoff

- a) Unless legislation is more favourable to the employee, the employer shall give an employee who is to be laid off advance notice of layoff in writing as follows:
  - four (4) or less years of service, twenty (20) working days;
  - five (5) years of service, twenty-five (25) working days;
  - six (6) years of service, thirty (30) working days;
  - seven (7) years of service, thirty-five (35) working days;
  - eight (8) years or more of service, forty (40) working days.
- b) If the employee has not had the opportunity to work the days as provided in this Article 5.3(c)(i)(a), he/she shall be paid for the days for which work was not made available.

ii) Layoff Procedure

- a) Once the employee to be laid off has been identified, the employee shall be given advance notice of layoff as per (i) above and a NON TEACHING LAYOFF RESPONSE FORM (see Schedule F).
- b) The employee shall return the form to the Human Resources Department or as indicated on the form.

- c) Upon receiving layoff notice, an employee wishing to work on a casual or on call basis in positions that come available and are not posted shall register with the Human Resources Department, specifying those positions for which the employee is qualified. Such work shall not affect the employee's recall rights.

iii) Layoff While on Authorized Absence

An employee who is laid off while on an authorized leave of absence, shall have ten (10) working days after returning from the authorized absence to respond to the Human Resources Department as per (ii) above.

iv) Completion of Temporary Assignment

When a temporary assignment ends the employee shall return to his/her former position. The end of the assignment is not deemed to be a layoff.

d) Bumping Rights and Procedures

- i) Bumping shall be permitted only where all the following requirements have been met:

- a) The more senior employee has been served with a notice of layoff.

- b) The more senior employee has the required knowledge, abilities and skills to perform the duties of a more junior employee's position. In special circumstances, the Union and Board shall meet on a case-by-case basis to review positions where a junior employee, because of a unique skill set, needs to be retained to provide continuity in implementing a student's IEP. For the purpose of this Article, "knowledge, abilities and skills" shall mean that there is an expectation, based upon a reasonable period of orientation (trial period, Article 4.3) and upon the senior employee's previous training and experience, that the senior employee will be able to satisfactorily perform the regular duties of the more junior employee.

- c) The employee wishing to bump a more junior employee has notified the Human Resources Department, using the NON TEACHING LAYOFF RESPONSE FORM, of his/her intention to bump, and that such notification has been given within ten (10) working days of the receipt of the notice of layoff.

- ii) Within a further ten (10) working days the employee shall be notified in writing whether he/she is allowed to bump, pursuant to (d)(i)(b) or that his/her request to bump has been denied.

- iii) The approved bump shall take effect as soon as operationally feasible but no later than four (4) weeks following the last day as indicated in the advance notice of layoff.

- iv) If the employee has been denied the bump, the employee may choose to bump another employee and/or to file a grievance claiming the position the employee had first sought to bump into.

- v) In the event that an employee who has bumped into another position fails the trial period for the position, the employee shall have the option of choosing termination pay or of going onto the recall list.

e) Recall Rights and Procedures

- i) An employee shall remain on the recall list until they obtain a permanent position or for a maximum of thirty-six (36) months whichever is less.
- ii) Prior to posting, if a position becomes available in the same classification, an employee shall be offered recall in order of seniority, provided that the employee has the knowledge, abilities and skills to meet the requirements of the position. If the position has different hours or a different shift from the position laid off from, the employee may decline such an offer of recall without penalty. An employee has forty-eight (48) hours to decide to accept or decline any offer of recall. An employee on recall must provide the Board with a current address and contact number for the purposes of this clause.
- iii) An employee who declines three (3) offers of recall to the same classification, hours, and shift as their previous position shall no longer have recall rights, except if the employee declines for medical reasons.
- iv) An employee, who takes retirement or termination pay or who resigns, shall no longer have recall rights.
- v) An employee with recall rights, may request their recall rights to be temporarily suspended if they do not wish to be available for recall within the thirty-six (36) month recall period. They may reactivate those rights at any time by writing to the Human Resources Department. Any temporary suspension of recall rights would not extend the length of the recall period.

f) Seniority Accrual while on Recall

No employee covered by this Agreement shall suffer loss of seniority due to layoff for a period not exceeding thirty-six (36) months provided, however, that the employee reports for work within five (5) working days after acceptance of recall.

g) Benefits for Employees on Recall

Employees on recall may elect to continue benefit coverage, where allowable by the benefit providers. If an employee chooses to maintain benefit coverage, the employee shall either prepay or provide the Board with monthly post-dated cheques for the employer and employee portions of the benefit costs while on recall.

#### 5.4 Rights of Employees Promoted out of the Bargaining Unit

- a) An employee who is promoted or transferred from a position for which the Union has bargaining authority to a position for which it does not have bargaining authority, the employee shall cease to accumulate seniority for any of the purposes enumerated in this Agreement. If the employee does not return to the bargaining unit within a period of three (3) months from the date of appointment to the non-bargaining unit position or after fulfilling an acting role for a temporary period of time, that employee shall have no right to return to the bargaining unit except as a new employee.
- b) For those employees who were promoted out of the bargaining unit prior to July 01, 1996 the following shall apply for the balance of the term of this Agreement:

In the event an employee is promoted or transferred from a position for which the Union has bargaining authority to a position for which it does not have bargaining authority, the employee shall cease to accumulate seniority for any of the purposes enumerated in this Agreement. If such employee is subsequently laid off or terminated, the employee shall immediately re-acquire all seniority rights accumulated as a member of the Union, and shall be permitted to exercise these rights, including the right to bump more junior employees pursuant to Article 5.3.

#### 5.5 Employee Records

- a) The Board will maintain a record showing the date upon which each employee's service commenced and terminated. Any employee may request information from the Board relative to his/her own seniority.
- b) On written request to the Superintendent or designate, the President or other representatives of the Union will be supplied with a copy of such record and/or with the necessary information relative to seniority and rates of pay of any employee or group of employees.
  - i) Access to Demographic and Class Info – Board agrees to providing information to CUPE, annually on October 1<sup>st</sup>, including job title, wage level, weekly hours, job type, status, years of work (seniority), class specification, age and gender.
- c)
  - i) An employee shall have access to his/her own personnel file at a time mutually convenient to the employee and the Board.
  - ii) Examination by an employee of the contents of his/her personnel file shall be made only in the presence of a person authorized by the employer.
  - iii) An employee shall be provided with a copy of all letters of reprimand and censure at the time of filing. The Union shall also be provided with a copy of all such documents, unless requested by the employee in writing, to the contrary.
  - iv) The Board shall not introduce as evidence in any grievance or arbitration any document which has been withheld from the employee.
  - v) An employee shall have the right to respond, in writing, to any document contained in his/her file and such written response shall become part of the employee's file.

- vi) An employee shall not remove any document from his/her personnel file, and may not request copies of any items in the file. However, in order for the Union to represent properly, an employee who has instituted a grievance pursuant to Article 7 of this Agreement, the Union shall be given access to the employee's personnel file, in the presence of a person authorized by the Board, and shall be provided with a copy of any pertinent document in the file.

## 5.6 Termination of Employment

### a) Notice

If the Board desires to terminate the engagement of any employee who has successfully completed his/her probation period, it shall give him/her one (1) months' notice, or one (1) month's pay in lieu of notice, except where the Board terminated such engagement for cause. An employee voluntarily leaving the service of the Board shall give to the Board one (1) months' notice of such intention.

### b) Dismissal or Suspension

Employees may, for cause, be suspended or dismissed without notice, and subject to Statutory Regulations be deprived of benefits they would otherwise receive on retirement; provided, however, that any employee suspended or dismissed with or without notice and/or benefits, shall have the right to appeal such suspension or dismissal by following the established grievance procedure set out in Article 7 of this Agreement.

### c) Abandonment of Position

An employee shall lose seniority and be terminated from employment by the Board if absent from work for a period of ten (10) working days, if such absence is without sufficient cause, and without prior notification to the Board.

The Board shall advise the employee by registered letter that if the employee does not respond within the above ten (10) days, he/she shall be terminated.

## 5.7 Termination Pay

Employees terminated from the service of the Board by way of non-culpable termination shall be paid three (3) days' pay for each calendar year of service up to and including the sixth (6th) year, and four (4) days' pay per calendar year of service for the seventh (7th) and subsequent years. Part-time service shall be calculated on a pro-rata basis. Salary on which termination pay is calculated shall be based on the employee's salary at the time of his/her termination.

The employee may elect to receive termination pay at any time up to thirty (30) days following receipt of notice of layoff. An employee who elects to receive termination pay shall forfeit all seniority rights and rights to recall pursuant to Article 5.3 of this Agreement.

It is agreed and understood that any employee who is terminated from the service of the Board for non-culpable reasons may elect to receive termination pay pursuant to this section or to receive any Service Recognition and Retirement Payments which may have accrued to the benefit of such employee pursuant to Article 6.21 and 6.22 of this Agreement, but not both.

## 5.8 Volunteers

- a) The Board agrees that volunteers will not be used to replace CUPE employees who are laid off nor will the use of volunteers result in the layoff of employees.
- b) Services of the type currently provided by volunteers will remain in place unless their future use causes the results specified in (a) above.

## ARTICLE 6 - BENEFITS

### 6.1 Benefit Entitlements

- a) Regular Full-Time Employees, Regular Part-Time Employees and Full-Time School-Term Employees shall be entitled to all benefits provided by this Agreement. Such entitlement shall be retroactive to the initial date of employment.
- b) Part-Time School-Term Employees who have successfully completed the prescribed period of probation and who are promoted or transferred to positions which involve Regular Full-Time, Regular Part-Time, or Full-Time School-Term employment, shall be entitled to all benefits provided by this Agreement from the date of promotion or transfer.
- c) Probationary Employees shall be entitled to only the following benefits:
  - i) Those employees hired to positions which involve Regular Full-Time, Regular Part-Time, or Full-Time School-Term employment:

<u>Up to three (3) months of service:</u>	Statutory Holidays
<u>Over three (3) months of service:</u>	Statutory Holidays
	Annual Vacations
	Group Life Insurance
	Sick Leave
	Jury Duty Leave
  - ii) Those employees hired to positions which involve Part-Time School-Term or Casual employment shall be entitled to only those benefits which accrue to employees of these general classifications.
- d) Part-Time School-Term Employees, subject to the provisions of paragraph (e) of this Article, shall be entitled in lieu of all other benefits provided by this Agreement to a payment equal to fourteen (14) percent of their gross earnings during the preceding school term. Such payments shall be made as follows:
  - i) Payable by April 15th of each year, based upon the gross earnings of the employee during the period commencing January 1st and ending at the commencement of the Spring Break.
  - ii) Payable by July 15th of each year, based upon the gross earnings of the employee during the period commencing the first Monday following Spring Break and ending at the commencement of the Summer recess.

- iii) Payable by January 15th of each year, based upon the gross earnings of the employee during the period commencing with the beginning of the Fall term and ending on December 31st.
- iv) Part-Time School-Term Employees who terminate their services in mid-term shall receive fourteen (14) percent benefit with their final pay cheques.
- e) Part-Time School-Term Employees who regularly work sixteen (16) or more hours a week shall be entitled to all benefits provided by this Agreement and may make an immediate choice between receiving the payment specified in paragraph (d) of this Article or receiving benefits coverage.

Part-time school term employees who have not elected benefits coverage and who have six (6) months service in a Part-Time School Term position may request to receive benefits by notifying the Human Resources Department and completing all documentation for such benefits by the 15<sup>th</sup> of any month. Such coverage and benefit entitlements shall be dated from the first day of the following month.

It is understood that election for benefits will be accepted only in accordance with this section, and only an employee whose hours have fallen below the sixteen (16) hours per week minimum requirement will be permitted to return to the payments in lieu, as provided in paragraph (d) above.

Where a Part-Time School-Term employee opts for benefits coverage, it is agreed that:

- i) The Board shall contribute its contractual portion of premiums pro-rated by the proportion of regular full-time weekly hours which the Part-Time School-Term employee normally works, in accordance with the following table (*see next page*):



PREMIUM CONTRIBUTIONS BASED UPON SHARING RATIO FOR FULL TIME EMPLOYEES

Standard Hours Per Week	% of Full Time Employment	MSP, Dental, EHC Employer's Share <i>100% of Total</i>	MSP, Dental, EHC Employee's Share <i>0% of Total</i>	GWL Employer's Share <i>90% of Total</i>	GWL Employee's Share <i>of Total</i>	<i>10%</i>
16.00	45.50	45.50	54.50	40.95	59.05	
16.50	47.00	47.00	53.00	42.30	57.70	
17.00	48.50	48.50	51.50	43.65	56.35	
17.50	50.00	50.00	50.00	45.00	55.00	
18.00	51.50	51.50	48.50	46.35	53.65	
18.50	53.00	53.00	47.00	47.70	52.30	
19.00	54.50	54.50	45.50	49.05	50.95	
19.50	55.50	55.50	44.50	49.95	50.05	
20.00	57.00	57.00	43.00	51.30	48.70	
20.50	58.50	58.50	41.50	52.65	47.35	
21.00	60.00	60.00	40.00	54.00	46.00	
21.50	61.50	61.50	38.50	55.35	44.65	
22.00	63.00	63.00	37.00	56.70	43.30	
22.50	64.50	64.50	35.50	58.05	41.95	
23.00	65.50	65.50	34.50	58.95	41.05	
23.10	66.00	66.00	34.00	59.40	40.60	
23.50	67.00	67.00	33.00	60.30	39.70	
24.00	68.50	68.50	31.50	61.65	38.35	
24.50	70.00	70.00	30.00	63.00	37.00	
25.00	71.50	71.50	28.50	64.35	35.65	
25.50	73.00	73.00	27.00	65.70	34.30	
25.75	73.57	73.57	26.43	66.21	33.79	
26.00	74.50	74.50	25.50	67.05	32.95	
26.50	75.50	75.50	24.50	67.95	32.05	
27.00	77.00	77.00	23.00	69.30	30.70	
27.50	78.50	78.50	21.50	70.65	29.35	
28.00	80.00	80.00	20.00	72.00	28.00	
28.25	80.71	80.71	19.29	72.64	27.36	
28.50	81.50	81.50	18.50	73.35	26.65	
29.00	83.00	83.00	17.00	74.70	25.30	
29.50	84.50	84.50	15.50	76.05	23.95	
30.00	85.50	85.50	14.50	76.95	23.05	
30.50	87.00	87.00	13.00	78.30	21.70	
30.85	88.14	88.14	11.86	79.33	20.67	
31.00	88.50	88.50	11.50	79.65	20.35	
31.50	90.00	90.00	10.00	81.00	19.00	
32.00	91.50	91.50	8.50	82.35	17.65	
32.50	93.00	93.00	7.00	83.70	16.30	
33.00	94.50	94.50	5.50	85.05	14.95	
33.50	95.50	95.50	4.50	85.95	14.05	
34.00	97.00	97.00	3.00	87.30	12.70	
34.50	98.50	98.50	1.50	88.65	11.35	
35.00	100.00	100.00	0.00	90.00	10.00	

For School Term Employees, benefit premiums for July and August are paid 100% by the employee and are paid in advance from the last pay cheque of the school term.

- ii) Except where otherwise specified in this Agreement, all non-contributory benefits for which the employee qualifies shall be paid to the employee only during those periods in which the employee would normally be required to work.
- iii) Where the standard number of hours worked of any employee who has opted for benefits is decreased to less than sixteen (16) hours a week, participation in the benefits package shall be immediately terminated and payments shall be made to the employee in accordance with Section (d) of this Article.

Changes in the Municipal Pension Act require any employee who is enrolled in the Pension Plan to continue participation in the Plan until his/her employment is terminated. In such case, the Board and the employee will each continue to pay their required contribution to the Pension Plan.

- iv) With the exception of participation in the Municipal Pension Plan which shall be voluntary for Part-Time School-Term employees, voluntary or compulsory participation in all benefits shall be in accordance with the respective provisions of this Agreement.
  - v) Benefits shall accrue from September 1, 1981, for all eligible employees on staff as at June 30, 1981, and benefits for all employees hired subsequent to June 30, 1981, shall accrue from the date on which the employee is provided with benefits pursuant to this section. It is expressly understood that service before September 1, 1981 or before the date on which the employee is provided with benefits pursuant to this section shall not be recognized for purposes on any of the benefits or prerequisites of this Agreement, other than Seniority Rights.
  - vi) The date that an employee is eligible for, and starts on the Benefit Package is the Benefit Start Date. All time frames for waiting period, accumulation of Annual Vacation (Article 6.2, Annual Vacations; Article 6.3 Supplementary Vacations), accumulation of Sick Leave (Article 6.5 Sick Leave, WCB and LTD), (6.22 Service Recognition Pay and Retirement Service Pay) are calculated from the Benefit Start Date. Service spent in receipt of 14% in lieu of benefits and time spent on unpaid absence in excess of three (3) months are not counted for these purposes.
- f) Casual Employees, upon cessation of employment, shall be entitled in lieu of all other benefits provided by this Agreement to a payment equal to fourteen (14) percent of their gross earnings during their period of employment.

## 6.2 Annual Vacations

- a) Annual vacation shall be granted to each employee for service with the Board during the period January 1st to December 31st. Subject to the provisions of Section 6.2(b) of this Article, vacations shall be taken within the calendar year in which they are earned at a time to be arranged with the employee's Department Head or designate. Employees may choose to take vacation days during spring and winter breaks as designated in the local school calendar.

b) Employees who are entitled to four (4) weeks or more of annual vacation shall be permitted to defer any portion of their annual entitlement in excess of three (3) weeks until subsequent years, providing only that the maximum deferred vacation which an employee may accumulate at any time shall be four (4) weeks.

c) The annual vacation entitlement of an employee shall be as follows:

i) New Employee's Vacation. A Regular Full-Time or a Regular Part-Time employee who has less than one calendar year of service with the Board as of December 31st, shall receive one (1) vacation day with full pay for each month of service, to a maximum of ten (10) days in that initial calendar year.

ii) 3-Week Vacation. A Regular Full-Time or a Regular Part-Time employee who has completed the first calendar year as at December 31st, shall start to receive three (3) weeks of annual vacation with full pay commencing in the second (2<sup>nd</sup>) year.

iii) 4-Week Vacation. A Regular Full-Time or a Regular Part-Time employee who has completed seven (7) years of service as at December 31st, shall start to receive four (4) weeks of annual vacation with full pay in the eighth (8<sup>th</sup>) year.

iv) 5-Week Vacation. A Regular Full-Time or a Regular Part-Time employee who has completed fifteen (15) years of service as at December 31st, shall start to receive five (5) weeks of annual vacation with full pay in the sixteenth (16<sup>th</sup>) year.

v) 6-Week Vacation. A Regular Full-Time or a Regular Part-Time employee who has completed twenty-two (22) years of service as at December 31<sup>st</sup>, shall start to receive six (6) weeks of annual vacation with full pay during the twenty-third (23<sup>rd</sup>) year.

vi) As vacations are not fully earned until December 31<sup>st</sup> of each year, it is agreed and understood that any employee leaving the service of the Board after having taken vacations in accordance with the above schedule, shall be indebted to the Board on the basis of one-twelfth (1/12<sup>th</sup>) of his/her vacation entitlement for each month or portion of a month greater than one-half (1/2) for that period from the date of termination to December 31<sup>st</sup>.

vii) Vacation in the Year of Retirement

Any Regular Employee

a) Who has reached minimum retirement age as defined by the Municipal Pension Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or

b) Whose age and years of service with the Board total eighty (80) years or more, shall be entitled to receive full annual vacation on termination of his/her employment for any reason. All other employees who leave the service of the Board shall be entitled to vacation in accordance with Section 6.21(vi).

- viii) Alternate Days (Statutory Holidays). When a Statutory Holiday occurs while an employee is on Annual Vacation, such employee shall be granted one (1) additional day of vacation for each holiday so occurring.
- ix) Full-Time School-Term and Eligible Part-Time School-Term Employees. In lieu of paid vacations, a Full-Time School-Term or an eligible Part-Time School-Term Employee shall be paid a percentage of his/her gross earnings in accordance with the following schedule:

Payable by April 15<sup>th</sup>, in each year based upon the gross earnings of the employee, for hours worked from January 1<sup>st</sup> to the commencement of Spring Break, and payable by July 15<sup>th</sup>, in each year based upon the gross earnings of the employee, during the period commencing the first Monday following Spring Break and ending at the commencement of the summer recess:

As at June 30<sup>th</sup>,

- less than one (1) year of service	4%
- more than one (1) year of service	6%
- more than seven (7) years of service	8%
- more than fifteen (15) years of service	10%
- more than twenty-two (22) years of service	12%

Payable by January 15, in each year based upon the gross earnings of the employee during the period commencing at the beginning of the Fall Term and ending December 31<sup>st</sup>.

As at December 31<sup>st</sup>,

- less than one (1) year of service	4%
- more than one (1) year of service	6%
- more than seven (7) years of service	8%
- more than fifteen (15) years of service	10%
- more than twenty-two (22) years of service	12%

### 6.3 Supplementary Vacations

Supplementary vacations in addition to the basic annual vacation entitlement shall be granted to Regular Full-Time, Regular Part-Time, Full-Time School-Term and eligible Part-Time School-Term Employees with more than ten (10) years' service with the Board. Supplementary vacations shall be taken at a time to be arranged with the employee's Department Head or designate.

- a) Regular Full-Time and Regular Part-Time Employees shall be granted supplementary vacations in accordance with the provisions of Schedule "B" of this Agreement. It is clearly understood that employees become entitled to the benefits on the first day of January in the appropriate calendar year, and that such entitlement is terminated prior to the end of the period to which the entitlement applies.
- b) Full-Time School-Term and Eligible Part-Time School-Term Employees shall be paid one (1) day's pay for each day of supplementary vacation entitlement, as provided in Schedule "B," at the employee's daily rate in effect on the first day of January in the appropriate calendar year.

- c) Entitlement. Each employee upon commencing his/her eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service in any year shall thereupon become entitled to one (1) calendar week of supplementary vacation, as defined in paragraphs (1) and (b) of this Section.

**A summary of Vacation Entitlement and Supplementary Vacation appears in Schedule B of this Collective Agreement.**

#### **6.4 Statutory Holidays**

- a) Subject to paragraph (c) hereof, employees of the Board, other than ineligible Part-Time School-Term and Casual Employees shall be paid for Statutory Holidays which shall be defined as including the following:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day; and any other day proclaimed by the Federal, Provincial or Municipal Government. These holidays are granted subject to adequate arrangements covering the firing of boilers in extraordinary weather conditions.

- b) Alternate Days. It is agreed that, when a Statutory Holiday occurs on a Saturday or a Sunday, and where another day is not declared as the day for the observance of that particular Statutory Holiday, then an alternate day with pay shall be granted the employees; the alternate day chosen, to be at the discretion of the Board.

- c) Full-Time School-Term and Eligible Part-Time School-Term Employees shall be paid for all the Statutory Holidays enumerated in paragraph (a) hereof with the exception of Canada Day, British Columbia Day and Labour Day. However, where any such employee works for a full shift immediately prior to and following Canada Day, or British Columbia Day, or Labour Day, the Board shall make payment for such Statutory Holidays.

#### **6.5 Sick Leave and WorkSafeBC**

- a) Accumulation Method. In the event of sickness, all Regular Full-Time Employees, Regular Part-Time Employees, Full-Time School-Term Employees and Eligible Part-Time School-Term Employees shall be granted the following sick leave with pay annually:

i) Where an employee has not used such sick leave or only a portion thereof, such unused portion shall accumulate for the employee's future benefit to a maximum of two hundred (200) working days.

ii) During the first calendar year of employment, employees shall be credited with Sick Leave on the basis of one and two-thirds (1 2/3) days for each calendar month worked, retroactive to the starting date of employment. Such sick leave entitlement during the first calendar year of service or portion thereof shall not exceed twenty (20) working days, except as hereinafter provided.

iii) The Board may, at its discretion, grant further periods of Sick Leave with pay in special circumstances.

- b) Compulsory Quarantine. Where an employee is under compulsory quarantine, such employee shall continue to receive his/her regular salary and it is understood and agreed that there shall not be a reduction from Sick Leave accumulation for such enforced absence.
- c) Medical Certificates. In cases of Sick Leave, the Department Head or designate may grant leave of absence with pay for a period up to five (5) days to employees with three (3) months' seniority, without requiring the production of a Medical Certificate, providing he/she is satisfied such absence is caused by actual illness and providing the employee does not exceed the number of days' Sick Leave to which he/she is entitled under this clause.
- d) Workers' Compensation – Income Make-Up. Any Regular Full-Time, Regular Part-Time, Full-Time School-Term or eligible Part-Time School-Term employee whose claim for Workers' Compensation temporary disability benefits is accepted by WorkSafeBC, shall assign his/her compensation cheque to the Board, which shall pay the employee his/her full regular salary. In the event WorkSafeBC rejects a claim or during a period of WorkSafeBC delay prior to accepting one, the Board shall pay full regular salary to the employee for as long as the employee has sick leave, vacation or overtime credits.
- e) Family Leave. Employees shall be entitled up to five (5) days in a calendar year from their sick leave bank for the purpose of attending to a member of the immediate family, as defined in Article 6.6(a), who is ill.
- f) Long Term Disability (LTD)

LTD insurance, funded by the Public Education Benefits Trust (PEBT), provides income protection in the event of an illness or injury related disability by the PEBT LTD plan.

g) Subrogation/ Recovery from a Third Party

**At the employee's discretion, if they wish to repay any lost sick time received by a third party claim or court award they should contact Human Resources for information and assistance with the process.**

## 6.6 Compassionate Leave

- a) In the event that an employee (other than a casual employee) suffers bereavement or serious illness in his/her immediate family, in which recovery is in doubt, he/she shall be granted a leave of absence by the Board for up to a total of five (5) working days, for such immediate family member, and shall suffer no loss of salary or accrued sick leave by reason of such absence. Where the funeral or service does not occur within the five (5) days, one (1) additional day shall be granted. For the purpose of this Article, immediate family is defined as spouse, child, son-in-law or daughter-in-law, parent, sibling, parent of spouse, grandparent, grandchild, ward or any other dependent relative living in the same household.
- b) For regular employees, under extenuating circumstances, the Board may also grant additional leave of absence with or without pay at the written request of the employee.
- c) Upon application, leave may be granted with pay for one (1) day to attend the funeral of a friend or relative who is not a member of the immediate family.

- d) Where an employee uses up their compassionate leave prior to the death of a relative, an additional one (1) day without loss of pay will be granted to attend the funeral or service.
- e) Requests for leave under paragraphs (a), (b), (c), and (d) above shall be submitted to the employee's Department Head or designate who will determine and approve the number of days required in each case. Approval of leave under this Article shall not be unreasonably denied.
- f) An employee who qualifies for emergency leave without loss of pay pursuant to (a) above, shall be granted such leave when on annual vacation, by providing appropriate documentation to the Human Resources Department. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.

## 6.7 Jury Duty

In the event an employee is required to serve on a jury, or is called for jury duty, or to act as a witness, such employee shall continue to receive his/her regular pay. Any remuneration received for such duty will be remitted to the Employer, except transportation costs, parking fees and meal allowances not reimbursed by the Employer.

## 6.8 Leave (Education)

The Board agrees to grant leave of absence with pay to any employee taking a course of study which requires his/her absence from employment with the Board, provided such course relates to the School Board duties of such employee and has been approved by the Superintendent or designate.

## 6.9 Pregnancy and Parental Leave

### a) Length of Leave

#### Birth Mother

- i) A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of pregnancy leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the pregnancy leave.
- ii) In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both pregnancy/parental leave without pay.

#### Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

### Extensions – Special Circumstances

An employee shall be entitled to extend the pregnancy leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee is unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined pregnancy/parental leave exceed a maximum of fifty-two (52) consecutive weeks plus special circumstances extensions following the commencement of the leave.

#### b) Notice Requirements and Commencement of Leave

- i) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- ii) An employee shall provide written notice to the Human Resources Department, at least four (4) weeks in advance, of the intended commencement date of the pregnancy and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible).
- iii) An employee may commence pregnancy leave at any time during the pregnancy, upon presentation of a certificate from a duly qualified medical practitioner stating that birth will take place on or about a specified date.
- iv) An employee on pregnancy leave or parental leave shall provide four (4) weeks' notice prior to the date he/she intends to return to work.
- v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth is required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- vi) Where a pregnant employee gives birth before requesting pregnancy leave or before commencing pregnancy leave, her pregnancy leave will be deemed to have started on the date she gave birth.

#### c) Return to Work

On resuming employment, an employee shall be reinstated in his/her previous or a comparable position and for the purposes of benefits and vacation entitlement (but not for public holidays or sick leave) pregnancy/parental leave shall be counted as service. Vacation pay shall be pro-rated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation leave which is unpaid.



d) Sick Leave

- i) An employee on pregnancy leave or parental leave shall not be entitled to sick leave during the period of leave.
- ii) Subject to paragraph (d)(i), an employee on pregnancy leave or parental leave who has notified the Human Resources Department of his/her intention to return to work pursuant to paragraph (b)(v), and who subsequently suffers any illness or disability which prevents him/her from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which he/she would otherwise have returned to work.

e) Benefits

- i) MSP, Dental, EHC, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on pregnancy and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay his/her share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage, all benefits named in this paragraph shall continue.
- ii) Pension contributions will cease during the period of the leave unless the employee makes arrangements to pay the contributions pursuant to the provisions of the Municipal Pension Act.

**6.10 Paternity Leave**

A Department Head or designate may grant an employee three (3) days leave of absence, without loss of pay, on the occasion of the birth of the employee's child. The Human Resources Department should be officially notified that such leave has been granted.

**6.11 Adoption Leave**

- a) An employee may make application to the Human Resources Department for a leave of absence with pay for a maximum of three (3) days for the purpose of attending to the adoption of a child. The leave may be extended without pay to a maximum of twelve (12) months. Such request will not be unreasonably withheld. It is agreed and understood that any employee choosing to request Adoption Leave may elect to receive Adoption Leave pursuant to this section or elect Parental Leave pursuant to Article 6.9, but not both.
- b) When adoption leave is taken, the employee must prepay to the Board the total cost of premiums for benefits to which the employee is entitled for the period of the leave. On resuming employment an employee shall be reinstated in his/her previous or a comparable position and for the purposes of benefits and vacation entitlement (but not for statutory holidays or sick leave) adoption leave will be counted as service. Vacation pay will be prorated by the period of the leave and an employee may elect not to take that portion of his/her vacation which is unpaid.

## 6.12 Leaves of Absence for Official Union Representatives

- a) In the event of discussion being considered necessary by either party during the term of this Agreement relating to rates of pay, hours of work or other working conditions, it is agreed that either party may require the other party to meet in order to carry on such discussion.
- b) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Board. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- c) With respect to any leave of absence granted without pay, the Board shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Board's contribution on behalf of such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage, and Municipal Pension. The Union shall then reimburse the Board to the amount of the account rendered within sixty (60) days.
- d) Upon application to, and upon receiving the permission of the Superintendent or designate in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Board or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three (3) such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- e) Upon application to, and upon receiving the permission of the Superintendent or designate in each specific case, an official representative of the Union may be granted time off to attend one (1) executive meeting of the Union each month, to a maximum of four (4) hours each month without loss of pay.
- f) Upon application to, and upon receiving the permission of the Superintendent or designate in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the national and CUPE BC conventions, the annual convention of the BC Federation of Labour, and the biennial convention of the Canadian Labour Congress.
- g) Upon application to, and upon receiving the permission of the Superintendent or designate in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- h) The Board agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing his/her duties as an officer of the Union shall not lose his/her seniority in the service of the Board and shall continue to accumulate seniority while he/she is performing such duties. Upon retirement from his/her duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which his/her former position was allocated and for which he/she is qualified if any position within such class is held by an employee with less seniority than his/her own. If all of the positions within such class are held by employees with more seniority than his/her own or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which he/she is qualified.

- i) The Board agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver and District Labour Council, the BC Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose his/her seniority in the service of the Board while on such leave of absence, it being understood that seniority does not accrue during the leave of absence without pay. Upon termination of such period of office, such an employee may return to the first vacant position for which he/she is qualified in the service of the Board.
- j) The Union shall provide the Board with a list of its elected officers, job stewards and any other official representatives. The list shall be kept current by the Union at all times.
- k) When an employee is elected or appointed to one of the positions referred to in this Article, the Board shall provide replacement coverage while such an employee is away from their regular work when the replacement employee is reimbursed by CUPE.

### **6.13 Personal Leave**

An employee shall be granted annually, upon five (5) working days' notice, leave of absence without pay for up to three (3) days to conduct personal business, including personal court appearances. Normally, this leave will not be taken in conjunction with the Christmas/ Spring Break, or annual vacation.

Employees may apply to the Human Resources Department for a personal leave of absence without pay for up to a maximum of twelve (12) months. Twenty (20) working days' notice is required for a planned leave. Such leave shall not be unreasonably denied; the employee shall have the right to return to his/her former position at the end date of the approved leave. During an authorized personal leave an employee may elect to continue benefit coverage, where allowable by the benefit providers. In such case, the employee shall either prepay or provide the Board with monthly post-dated cheques for the employer and employee portions of the benefit costs for the period of the leave. Personal leaves are not intended for vacation purposes.

### **6.14 Citizenship Leave**

The Board agrees to grant, upon five (5) working days' notice, one (1) day leave of absence with pay on the occasion of the employee's attendance at an official ceremony to receive the employee's Canadian Citizenship.

### **6.15 Leave of Absence for Public Office, Amateur Competitions, and Community Service**

- a) Amateur Competitions

Leave without pay shall be granted for preparation and participation in a provincial, national or international competition to a maximum of five (5) days.

b) Public Office

When an employee is nominated as a candidate and wishes to contest a municipal, provincial or federal election, the employee shall be given leave of absence without pay during the election campaign. Should the employee be elected as a Member of Parliament or as a Member of the Legislative Assembly, the employee shall be granted leave to the end of the term of office. Further, employees elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence without pay for each day of absence.

c) Community Service/Charitable Organizations

Employees serving on the Boards of community service, philanthropic and/or charitable organizations such as the United Way may be granted leave of absence with or without pay upon application to the Superintendent or designate. Approval of such leave of absence with or without pay shall not be unreasonably withheld.

### 6.16 Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a spouse (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of benefits as specified in 6.17 and 6.18 below.

### 6.17 Medical Services Plan of British Columbia (MSP) and Extended Health Care Plan

- a) The Board agrees to pay 100% of the premium rates for MSP and the Extended Health Care Plan for all employees with six (6) months seniority.
- b) Eye-glass coverage is part of the Extended Health Care Plan to provide for a maximum claim of \$250 per person in a twenty-four (24) month period, subject to the provisions of the Plan.
- c) Effective July 1, 1998, hearing aid coverage as part of the Extended Health Care Plan to provide for a maximum claim of \$500 per person in a forty-eight (48) month period.
- d) Effective March 1, 1998, the maximum benefit payable under the Extended Health Care Plan shall be increased to one million dollars (\$1,000,000).

### 6.18 Dental Plan

The parties agree to provide a dental plan for all Regular Full-Time, Regular Part-Time, Full-Time School-Term, and eligible Part-Time employees who have completed six (6) months of continuous service on the following basis or such other basis as may be mutually agreed to.

Participation in the dental plan shall be compulsory for all employees, with the exception of those employees who provide proof of coverage through their spouse.

- a) Basic Dental Service (Plan A) paying for 80% of the approved schedule of fees.

- b) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees.
- c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees. Effective July 1, 1998, the current level of coverage will be improved to \$2,500 maximum lifetime reimbursement (on \$5,000 or more of expenditures) for members and dependants.
- d) Effective January 1, 1999, the Board shall pay 100% of the premiums for the Dental Plan.
- e) The Board may elect to enter into a contract for a dental plan on a group basis with other Municipal Employers, provided that accounting will be carried out on an individual unit basis.

#### **6.19 Group Life Insurance**

- a) All employees of the Board shall contribute to the Group Life Insurance Plan.
- b) Coverage shall be in accordance with the policy of insurance and shall be based upon one and one-half (1 1/2) times basic annual salary, computed to the next highest \$1,000.
- c) Effective July 1, 1998, the Board shall pay 90% of the premium rates for the Group Life Insurance Plan. Employees shall pay 10% of the premiums by payroll deductions.
- d) Effective July 1, 1997, the Board agrees to administer optional group life insurance coverage for employees with premiums paid through payroll deduction. The total cost shall be paid by employees.

#### **6.20 Municipal Pension Plan**

All full time employees shall become members of the Municipal Pension Plan (MPP) upon attaining eligibility to do so pursuant to the MPP rules. Part-Time employees shall be offered enrolment in the MPP pursuant to the MPP rules.

#### **6.21 Retirement**

All Board employees shall be retired in accordance with the provisions of the Municipal Pension Act, and on retiring shall receive twenty-one and three quarters (21 3/4) days' pay, as defined in Article 6.22, and on retiring shall be entitled to annual vacation in accordance with Article 6.2 c)(vii), of this Agreement.

#### **6.22 Service Recognition Pay and Retirement Service Pay**

It is agreed and understood that Service Recognition Pay shall be paid to all employees of the Board on the following basis:

- a) Employees leaving the service of the Board other than on retirement and who have completed ten (10) years of service shall be paid Service Recognition Pay at the rate of two (2) days' pay for each year of service. "Death in service" and "resignation" are covered by this Article.
- b) Employees retiring from the Board and who have completed five (5) years of service shall be paid Retirement Service Pay at the rate of four (4) days' pay for each year of service with the Board.

For the purpose of Service Recognition Pay and Retirement Service Pay the following definitions shall apply:

“Retirement” shall be defined as an employee leaving the service of the Board at any time following attainment of his/her minimum retirement age as established under the Municipal Pension Act, or upon receipt of a disability allowance in accordance with the provisions of the Municipal Pension Act.

“Service” shall be defined as the total of all continuous service with the Board, other than as a “Part-Time School-Term” employee (unless a benefits election has been made in accordance with the provisions of Article 6.1 (e) of this Agreement) or as a “Casual” employee.

“Day’s Pay” shall be defined as pay for one (1) day determined by:

multiplying the current equivalent full-time daily rate of the classification in which the employee is regularly employed BY the average percentage of time regularly worked by the employee during the preceding ten (10) year period of service with the Board.

The following table shall be used in the computation of Retirement and Service Recognition Pay for clerical employees and aides engaged on less than a full-time basis:

<u>Standard Hours Worked per Week</u>	<u>Percentage of Full-Time</u>
16	45.5
16.5	47.0
17	48.5
17.5	50.0
18	51.5
18.5	53.0
19	54.5
19.5	55.5
20	57.0
20.5	58.5
21	60.0
21.5	61.5
22	63.0
22.5	64.5
23	65.5
23.5	67.0
24	68.5
24.5	70.0
25	71.5
25.75	73.5
26	74.5
26.5	75.5
27	77.0
27.5	78.5
28	80.0
28.25	80.7
28.5	81.5
29	83.0
29.5	84.5
30	85.5
30.85	88.1
31	88.5

<u>Standard Hours</u>	<u>Percentage of</u>
<u>Worked per Week</u>	<u>Full-Time</u>
31.5	90.0
32	91.5
32.5	93.0
33	94.5
33.5	95.5
34	97.0
34.5	98.5
35	100.0

### 6.23 Vehicle Allowance and Business Insurance

Employees who are authorized by their Department Head or designate to use their private automobiles in the performance of their duties shall be reimbursed as follows:

- a) Kilometrage Allowance – current provincial rate

Maintenance Trades employees who are required to use their vehicles consistently for carrying heavy loads to job sites shall be paid an additional six (6) cents a kilometre over the current mileage rate.

- b) Business Insurance - \$17.00 a month

It is agreed and understood that reimbursement for business insurance shall apply only to those employees who are authorized by the Board to drive their vehicles more than 1,600 kilometres a year on School District business and who submit documentary evidence of having purchased business insurance coverage.

### 6.24 RRSP Plan

Following the establishment of a CUPE Group RRSP Plan, the Board agrees to deduct the monthly contributions from employees authorizing their participation in the plan and to remit those monthly contributions to the designated plan trustee.

### 6.25 Employment Insurance

All employees shall be covered by the provisions of the Employment Insurance Act, and shall contribute thereto. The Board agrees to contribute its share in accordance with the provisions of the said Act.

### 6.26 Joint Benefits Trust/Government Funded Long Term Disability/Return to Work

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article with the PEBT.

The Parties have further agreed to participate in the government funded "Core" long-term disability plan and the Joint Early Intervention Service provided through the PEBT.

## 6.27 Hand Tools – Maintenance Employees

- a) In any case where Trades workers or other employees are required by the Board to provide their own hand tools, and where such hand tools are broken or worn as a result of such employees carrying out their required duties and responsibilities in a proper manner, then the Board shall pay the cost of replacing such broken or worn hand tools, unless the employee is able to effect replacement without cost to him/herself under the terms of a guarantee or warranty.
- b) The provisions of (a) above shall include tools lost on the job with the details of when the tool(s) went missing and search and find efforts being recorded on the form specified in (c)(ii) below.
- c) Following are the qualifying procedures with respect to the replacement of hand tools:
  - i) The Board will designate those positions or classes of positions whose incumbents are required to provide their own hand tools.
  - ii) Claims for replacement of any hand tool broken, worn or lost as a result of an employee carrying out his/her required duties and responsibilities in a proper manner will be made on a form which will be supplied by the Board.
  - iii) The broken or worn hand tool will be submitted at the time an employee requests a copy of the form.
  - iv) In order for a claim to be acceptable, it will have to be reported orally to the employee's designated supervisor at the earliest reasonable opportunity, and the form will have to be completed no later than the end of the working shift that day.
  - v) When a claim has been accepted, the Board will provide a tool of the same or equivalent make and quality as the tool which was broken or worn. Whenever it is considered desirable by the employee that the Board should provide him/her with a tool which is the same as that which was broken or worn, then if it is possible to purchase such replacement in the Greater Vancouver area, the Board shall provide a tool of the same make and quality.
  - vi) In the matter of adjudication of claims by the Board's supervisory staff, it is agreed that the employees will possess no right to appeal the decisions of their supervisors.
  - vii) In the matter of any dispute which might arise over whether or not an employee is required to provide his/her own hand tools, the provisions of the Grievance Procedure contained in Article 7 of this Agreement will apply.



## ARTICLE 7 – GRIEVANCE PROCEDURE AND ARBITRATION

### 7.1 Procedure

During the term of this Agreement, any difference concerning the discipline, suspension or dismissal of an employee or the interpretation, application, operation, or any alleged violation of the Agreement, including any question as to whether any matter is arbitrable, shall without stoppage of work be the subject of collective bargaining between the Union and Board and shall be finally and conclusively settled under and by the procedure described below. Time limits may be extended by mutual consent of the two parties.

- a) Step 1: The difference (or grievance) shall first be taken up by the employee and the Union representative, with the appropriate supervisor, who is not a member of the bargaining unit. This shall occur within fourteen (14) working days of the difference or grievance arising. If the difference or grievance is not settled within three (3) working days, the parties may refer it to Step 2 within seven (7) working days.
- b) Step 2: The grievance shall be in writing stating the particulars of the grievance and the redress sought; and shall be submitted to the Superintendent or designate. Should the Superintendent or designate be unable to settle the matter within ten (10) working days following receipt of the letter of grievance, the Union then has a further ten (10) working days to invoke Step 3.
- c) Step 3: The grievance shall be discussed between a Committee of the Board, the aggrieved employee, the Grievance Committee of the Union and/or the Official Representative of the Union. Failing settlement in this step within ten (10) working days, Step 4 shall be invoked.
- d) Step 4: A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other, in writing, of the name and address of its chosen representative on the Arbitration Board. After receiving such notice, the other party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairperson. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson. The expense and compensation of the Chairperson shall be shared equally between the parties. Within fourteen (14) days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement.
- e) Expedited Arbitration

The parties may elect, by mutual agreement, to refer a grievance to expedited arbitration and will select an arbitrator by mutual agreement. The parties will utilize the following process:

- i) Such referral may take place within fifteen (15) calendar days following the completion of Step 3.
- ii) Grievances referred to expedited arbitration shall be heard within thirty (30) calendar days of the referral.
- iii) The decision of the arbitrator shall be in writing and will be mailed to the parties within fifteen (15) calendar days of the hearing.

- iv) An arbitrator assigned to hear an expedited arbitration shall have the same powers and authority as an arbitrator appointed under 7.1 (d) above. The decision of an arbitrator shall be binding on both parties.
  - v) The parties shall share equally, the cost of the fees and expenses of the arbitrator. The parties shall bear their own cost of preparation and attendance at hearings.
  - vi) The parties agree that presentations of the case will be as expeditious as possible. Either party may elect to use legal counsel if they so choose.
  - vii) Grievances that deal with suspensions or terminations shall not be referred to expedited arbitration unless otherwise agreed.
  - viii) If, in a given case, parties elect to utilize the expedited arbitration provisions under the Labour Code, the provisions of this Article shall be rendered null and void for that case.
- f) In no event shall the Board of Arbitration have the power to alter, modify or amend any part of this Agreement in any respect.
  - g) All discussions and correspondence to offers of settlement shall be without prejudice and shall not be admissible at the arbitration hearing.
  - h) Where a question arises as to the general application or interpretation of the Collective Agreement, the Board or the Union may elect to file a grievance at Step 3 of the grievance procedure.

## **7.2 Wrongful Dismissal**

Where under Section 7.1 an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

- a) Direct the Board to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable, or;
- b) Make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

## **ARTICLE 8 – TECHNOLOGICAL CHANGE**

### **8.1 Notice of Change**

The Board will give to the Union, in writing, at least one hundred and twenty (120) days' notice of any intended Technological Change. Technological Change means any changes in work methods, operations or processes, or the introduction of any new equipment which:

- a) Significantly affects the terms and conditions of one or more employees to whom this Agreement applies, or;
- b) Alters significantly the basis upon which this Agreement was negotiated.

### **8.2 Discussion**

During the term of this Agreement, any disputes arising in relation to adjustment to Technological Change shall be discussed between the bargaining representatives of the two parties to this Agreement.

### **8.3 Referral to Arbitration**

Where the Board introduces, or intends to introduce, a Technological Change that:

- a) Affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies, and;
- b) Alters significantly the basis upon which this Agreement was negotiated;

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board constituted under Article 7 of this Agreement, by passing all other steps in the Grievance Procedure.

### **8.4 Arbitration Board**

The Arbitration Board shall decide whether or not the Board has introduced, or intends to introduce, a Technological Change and upon deciding that the Board has or intends to introduce a Technological Change, the Arbitration Board:

- a) Shall inform the Minister of Labour of its finding; and
- b) May then or later make any one or more of the following orders:
  - i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
  - ii) that the Board will not proceed with Technological Change for such period not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - iii) that the Board reinstate any employee displaced by reason of the Technological Change;

- iv) that the Board pay to that employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable;
- v) that the matter be referred to the Labour Relations Board and, upon such reference being made, the provisions of Section 54 of the Labour Relations Code of British Columbia shall apply.

## **ARTICLE 9 – GENERAL PROVISIONS**

### **9.1 Contracting**

- a) It is agreed that the Board has the right to contract out any work. However, such contracting out shall not affect the continued employment of those persons covered by this Agreement, nor shall any employee suffer a reduction in hours of work due to contracting out by the Board.

It is also agreed that work traditionally and exclusively performed by Board employees shall not be contracted out, except where mutually suitable arrangements have been reached between the Board and the Union.

It is further agreed that during the term of this Collective Agreement, a Contracting Joint Committee consisting of two (2) representatives of the Board and two (2) representatives of the Union, on the motion of either party, will meet to discuss such matters as procedures, methods, economics, and other issues relative to the Board's contracting out of work permitted by this Article.

- b) Changes Affecting the Agreement. The Board agrees that any reports or recommendations made to the Board dealing with matters covered by this Agreement including recommendations for changes in method of operation that may affect pay rates, work loads or reduction of employment will be communicated to the Union at such interval before they are dealt with by the Board as to afford the Union reasonable opportunity to consider them and make representations to the Board concerning them and further that, if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Board provided there are vacancies for which such employees are qualified to fill.

### **9.2 Picketing**

It is hereby agreed between the parties to this Agreement that no employee will be required to enter any building, property or business where a picket line is in evidence, when such picket line is legally established under the statutes of the Province of British Columbia.

### **9.3 School Support Staff**

The Board agrees that the hours of work for any employee assigned to a full-time (35 hour week) position will not be reduced, other than for budgetary considerations. In such instances, the Board shall notify the Union, in writing, of such reduction in hours; however, it is agreed that the Board retains the right to modify its Supportive Staff Regulations to meet changing conditions after all proposed changes have been discussed with the Union.

Where one Full-Time employee can satisfactorily perform all the duties assigned to one location or school, the Board shall not employ two or more Part-Time employees to perform these duties. Where more than seven (7) hours of supportive help is required each day in any one location or school, the Board shall be required, where practicable, to hire one Full-Time and one Part-Time employee.

It is agreed and understood that in the application of this Section, the Board shall have the exclusive right to determine whether or not the duties required to be performed can be satisfactorily performed by one employee.

#### **9.4 Custodial/Janitorial Workload**

The maximum workload for a janitor over an eight (8) hour shift is defined in the Report (with its attachments) entitled "Joint Custodial Workload Committee" dated June 15, 1995. The Board may vary the tasks for a custodian/janitor but this maximum workload shall not be exceeded.

Upon receiving a complaint of an inappropriate or excessive workload assignment, the Union undertakes to fully investigate the matter and eliminate frivolous/unsubstantiated complaints. In the event that the Union files a complaint which questions the workload of specific employees, a committee consisting of equal numbers of representatives from the Union and Board; will meet and attempt to resolve the dispute. If either party cannot agree on a resolution, either party may then refer the matter to a third party for a binding decision.

#### **9.5 Employees with Disabilities**

Within the limitation imposed by the Board's unwillingness to create unnecessary work, the Board is willing to make every conceivable effort in co-operation with the Union in order to provide opportunities for older employees and employees with disabilities to retain employment.

#### **9.6 a) No Discrimination**

The Board and the Union subscribe to the principles and agree to comply with the provisions of the HUMAN RIGHTS ACT of British Columbia and the CANADIAN CHARTER OF RIGHTS AND FREEDOMS. Without limiting the generality of the foregoing, both parties agree to the following:

- i) The Board shall not discriminate against any applicant for employment or any employee regarding the terms of employment on the basis of age, sex, race, colour, religion, political belief, national origin, marital status, gender expression or identity, physical or mental ability, unless the limitation, specification or preference is based on a bona fide occupational requirement.
- ii) The Board shall not discriminate against any employee because that employee participates in Union authorized activities.

#### **b) Duty to Accommodate**

In circumstances where an employee may be unable to perform the regular duties of his/her position due to a mental or physical disability, the Employer and Union, together with the affected employee, shall meet to discuss, gather and consider the available evidence regarding the existence and nature of the disability.

The Board and the Union acknowledge that accommodation is a three party process and agree to work together in considering all relevant factors such as issues of undue hardship.

Affected employees shall be required to participate fully in this process.

## 9.7 Sexual/Personal Harassment

The Board and the Union recognize the right of employees to work in an environment free from sexual/personal harassment and agree to co-operate in attempting to resolve, in a confidential manner, any complaints of sexual/personal harassment which may arise in the workplace. The Board undertakes to discipline any person employed by the Board, shown to be engaging in the sexual/personal harassment of another employee:

1. a) Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature when:
    - i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
    - ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,
    - iii) such conduct interferes with an individual's work performance or creates an intimidating, hostile or defensive working environment.
  - b) Personal harassment is defined as repeated, intentional, unconstructive, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation, which a reasonable person would know to be offensive and unwelcome and serves no legitimate work-related purpose.
  - c) Complaints of sexual/personal harassment shall be treated seriously and in strict confidence by the Board and the Union.
  - d) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a bona fide complaint of sexual/personal harassment.
  - e) Where false or malicious complaints are made, disciplinary action may occur.
2. a) Where an employee believes that she/he has been subjected to harassment as defined under this Article, the employee shall submit a written complaint to the Superintendent or designate identifying the alleged harasser and detailing the specific behaviour or comments which are alleged to be harassment.
  - b) The Superintendent or designate shall take appropriate action to address the complaint. Such action will include a review of the complaint by a trained or experienced person who may recommend mediation, a more detailed investigation into the allegations, and/or dismissal of the complaint.

- c) An employee, who is not satisfied with the outcome of their complaint, may file a grievance at Step 3 of the Grievance Process, provided that the subject of the grievance has not been the issue in another dispute or grievance.

## **9.8 Occupational Health and Safety**

The Board agrees to comply with all legislation applicable to Occupational Health and Safety.

### **a) Occupational Health and Safety Committee**

It is agreed that the Occupational Health and Safety Committee be continued and that it be constituted in accordance with the Workers' Compensation Act Regulations.

An Occupational Health and Safety Committee shall exist and be comprised of an equal number of representatives from CUPE, the NVTa and the Board. Responsibility for the appointment and availability of required Union representatives shall be that of the Union. Release from duties for Occupational Health and Safety representatives to carry out committee work shall be granted without a loss of pay. Requested shift adjustments to allow representatives' attendance at the District Occupational Health and Safety meetings will be approved.

The function of the occupational Health and Safety Committee shall be to assist in creating a safe place of work and it shall recommend actions which shall improve the effectiveness of the Occupational Health and Safety Program.

### **b) Right to Refuse**

Employees have the right to refuse unsafe work in accordance with applicable legislation.

If an employee has reasonable cause to believe that to carry out any work process would create an undue hazard to the health and safety of any person, the employee shall not carry out such work.

Where an employee refuses such work based on these grounds, they must immediately report the circumstances to their immediate supervisor or employer.

The Board will investigate such reports in an effort to remedy any unsafe condition without delay in consultation with the Occupational Health and Safety Committee.

Where the Board's investigative actions do not resolve the matter, and/or the employee continues to refuse to carry out the work in question, the matter shall be referred to WorkSafe BC.

An employee shall not be disciplined for bringing to the attention of the appropriate Supervisor, the Health and Safety Supervisor or the Health and Safety Committee, any activity or unsafe practice that may pose a hazard to the employee or others.

## 9.9 Protective Clothing

It is agreed that the Board shall provide one set of rain gear (slickers and boots) at each school, and other work locations, for use by employees required to work outside during inclement weather. Other safety apparel (excluding safety footwear) required by the Board shall be provided at no cost to employees.

Effective January 1, 2000, the Board shall provide \$125 per year, towards the purchase of safety footwear for employees (excluding casuals) in the following classifications:

Trades Supervisor  
Grounds – Maintenance Worker  
Trades

Payment of the \$125 shall be made upon receipt of proof of purchase. Such payment shall be available only one (1) time per calendar year.

## 9.10 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 there from, 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.

## 9.11 Support Staff on Field Trips

In the event support staff are required by the Board to be on duty during a field trip that takes place beyond the normal working hours of the employee, the Board shall:

- a) Provide the normal rate of pay to a maximum of seven (7) hours per day;
- b) Pay all meals, accommodation and transportation expenses;
- c) Pay an overnight premium of \$30 per night. **Where an employee is called out by an administrator to attend to a student during the overnight shift, then call out rates shall apply, with the exception of travel time;**
- d) Provide at least eight (8) hours clear from responsibility for low incidence students requiring supervision each twenty-four (24) hours, and;
- e) In the case of Education Assistants who are required to attend to a dependent handicapped child needing continuous care and therefore are unable to take a rest break, the employee will be entitled to an additional five (5) hours per day at straight time rates. This additional compensation may be taken as compensatory time at some mutually acceptable future date to be determined by the employee and their principal, or pay. Note: For the purposes of identifying Dependent Handicapped students, they shall be those previously identified under Category 1.19 and currently under Category A, Level 1.



#### **9.12 District Joint Consultation Committee**

- a) A District Consultation Committee shall be established for the purpose of consulting regularly about issues relating to the workplace that affect the parties of any employee bound by the Agreement, for promoting cooperative resolution of workplace issues, fostering the development of work related skills, and for promoting workplace productivity.
- b) The Committee shall not have authority to adjust the terms of the Collective Agreement nor offer interpretations regarding sections of the Collective Agreement that may be in dispute.
- c) The Committee shall consist of three (3) representatives each from the Board and the Union.
- d) The Committee shall develop a meeting schedule with the Chair of the Committee rotating between the Board and the Union from meeting to meeting.
- e) The Committee shall meet a minimum of once every two (2) months.

#### **9.13 Social Insurance Numbers**

The parties acknowledge the Board's right to use Social Insurance Numbers (S.I.N.'s) for payroll purposes only, and agree that S.I.N.'s will not be released to any other person(s).

#### **9.14 Reimbursement of Personal Property Losses**

The Board will reimburse its employees for personal property losses sustained as a result of theft and/or vandalism while on assignment for the Board up to a maximum of \$300 per incident, providing that:

- a) The loss was in excess of \$10;
- b) The employee filed a police report;
- c) The claim is made in writing to the Superintendent or designate supported by satisfactory evidence of loss;
- d) The appropriate Supervisor report that the loss was sustained while on assignment for the Board.

#### **9.15 Printing and Distribution of the Collective Agreement**

- a) The Board and the Union agree to finalize and sign copies of the Collective Agreement within sixty (60) working days of the ratification of the Memorandum of Agreement by both parties.
- b) The Board and the Union further agree to print and distribute, to all employees, a copy of the Collective Agreement within sixty (60) working days of the signing of the Collective Agreement.
- c) The purchase order will be placed jointly by the parties and the Collective Agreement shall be printed in a unionized shop, and the cost shall be shared equally by the parties.

#### **9.16 Individual Education Plans**

Participation in the preparation of Individual Education Plans will be facilitated for Education Assistants at cost to the Board.

#### **9.17 Education Assistant Consultation**

If the Board requests an Education Assistant to engage in a consultation process with a teacher(s), administrative officer, or parent outside normal working hours, compensation will be provided by the Board consistent with the Collective Agreement.

#### **9.18 Support Staff Professional Development**

All teacher non-instructional days are to be a day of work for all school based support staff employees, with the exception of crossing guards. Crossing guards who voluntarily take part in Pro-D activities will be paid their regular pay for the day.

A portion of the Board's annual Support Staff in-service budget will be set aside for training of Education Assistants. Such training may be delivered through night school, weekend seminars or in-service opportunities provided by the Board.

#### **9.19 Medical Procedures**

The Board has policies and procedures for administration of medicines and medical procedures to students. All employees who may be required to administer medicines or undertake medical procedures shall receive a copy of the Board's policies and procedures and shall receive the appropriate training to perform such medical procedures.

#### **9.20 Violence in the Workplace**

The Board and the Union recognize the right of employees to work in an environment free from violence and agree to cooperate in addressing issues of violence in the workplace.

The Board is responsible for conducting risk assessment and in consultation with the Occupational Health Committee shall implement practices to minimize and/or eliminate risks including:

- Communicating to employees the methods to report, investigate and document incidents
- Consultation with employees in the development and revision of safety plans
- Training opportunities to deal with non-violent crisis intervention and similar means to deal with potential violent students, and
- Reporting out through OHS Committees on compliance.

#### **9.21 Compressed Work Week**

a) The compressed work week will continue during the summer break for the following facilities:

1. Education Services Centre
2. Maintenance office

- b) The compressed work week, for those employees who wish to participate, shall be a nine (9) day fortnight and shall be in effect from the first Monday following the start of the summer break until the last Friday preceding Labour Day.
- c) The nine (9) day fortnight-compressed work week option is subject to the approval of the Department Head and such approval shall not be unreasonably denied.
- d) The schedule shall be arranged as follows:
  - i) Normal Summer hours (outside the compressed work week) shall be seven (7) hours per day, exclusive of a meal break.
  - ii) The compressed work week shall be as follows:
    - a) Eight (8) hour employees shall work eight (8) hours and fifty-three (53) minutes per day with one half (1/2) hour lunch break.
    - b) Seven (7) hour employees shall work seven (7) hours and forty-seven (47) minutes with a one-half (1/2) hour lunch break.
    - c) Hours shall be pro-rated for employees who work less than seven (7) hours.
  - iii) It is expected that all employees will work in advance of the day to be taken off. Statutory Holidays or sick days count as days worked. Normal coffee breaks shall continue to apply. Overtime shall commence at the end of the modified work day. Employees shall report time to the ADT office which reflect the actual hours worked.

## 9.22 Job Sharing

The Board will consider job share applications within its management rights and subject to an approval process requiring the mutual agreement of the Board and Union. The Board shall not incur any additional salary or benefits costs as a result of a job share. Employees interested in applying for a job share are required to submit a written application to Human Resources on an annual basis. Applications are encouraged by April 1<sup>st</sup>.

**ARTICLE 10 – SCHEDULES**

**10.1 Schedules**

The following named schedules, attached hereto, shall form part of this Agreement:

Schedule "A" Rates of Pay

Schedule "B" Supplementary Vacations

Schedule "C" Compressed Work Week

Schedule "D" Classes Required to Work Other Than Normal Work Week

Schedule "E" Secure Storage

Schedule "F" Non-Teaching Layoff Response Form

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date and year first above written.

FOR:

THE BOARD OF EDUCATION  
OF SCHOOL DISTRICT #44  
(NORTH VANCOUVER)

FOR:

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 389  
NORTH VANCOUVER, BC

\_\_\_\_\_  
Chair

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Secretary-Treasurer

## **SCHEDULE “A”**

### **THE BOARD OF EDUCATION OF SCHOOL DISTRICT #44 (NORTH VANCOUVER)**

<u>CLASSIFICATION</u>			*		*		*		*
	01-May-14	01-Jul-15	01-May-16	01-Jul-16	01-May-17	01-Jul-17	01-May-18	01-Jul-18	01-May-19
Accounts Clerk	\$23.82	\$24.06		\$24.18	\$24.42	\$24.54	\$24.79	\$24.91	\$25.16
Accounts Receivable Clerk	\$25.21	\$25.46		\$25.59	\$25.85	\$25.97	\$26.23	\$26.37	\$26.63
Administration Reception/Clerk	\$22.74	\$22.97		\$23.08	\$23.31	\$23.43	\$23.66	\$23.78	\$24.02
Administrative Secretary	\$23.61	\$23.85		\$23.97	\$24.20	\$24.33	\$24.57	\$24.69	\$24.94
ADT Assistant	\$24.82	\$25.07		\$25.19	\$25.45	\$25.57	\$25.83	\$25.96	\$26.22
Alternate School Administrative Assistant	\$27.31	\$27.58		\$27.72	\$28.00	\$28.14	\$28.42	\$28.56	\$28.85
Autism Support Worker	\$27.42	\$27.69		\$27.83	\$28.11	\$28.25	\$28.53	\$28.68	\$28.96
Behaviour Support Worker	\$27.42	\$27.69		\$27.83	\$28.11	\$28.25	\$28.53	\$28.68	\$28.96
Cafeteria Assistant	\$24.09	\$24.33		\$24.45	\$24.70	\$24.82	\$25.07	\$25.19	\$25.45
Community Education Facilitator	\$24.71	\$24.96		\$25.08	\$25.33	\$25.46	\$25.71	\$25.84	\$26.10
Education Assistant (EA)	\$26.91	\$27.18		\$27.31	\$27.59	\$27.73	\$28.00	\$28.14	\$28.42
Education Assistant (First Nations SW)	\$26.91	\$27.18		\$27.31	\$27.59	\$27.73	\$28.00	\$28.14	\$28.42
Education Assistant (Learning SW)	\$26.91	\$27.18		\$27.31	\$27.59	\$27.73	\$28.00	\$28.14	\$28.42
Education Assistant (Dependent Care/Medical)	\$26.91	\$27.18		\$27.31	\$27.59	\$27.73	\$28.00	\$28.14	\$28.42
Elementary School Administrative Assistant	\$27.28	\$27.55		\$27.69	\$27.97	\$28.11	\$28.39	\$28.53	\$28.82
Elementary School Assistant	\$23.47	\$23.70		\$23.82	\$24.06	\$24.18	\$24.42	\$24.55	\$24.79
Facilities & Planning Administrative Assistant	\$24.99	\$25.24		\$25.37	\$25.62	\$25.75	\$26.01	\$26.14	\$26.40
Financial Services Administrative Assistant	\$25.27	\$25.52		\$25.65	\$25.91	\$26.04	\$26.30	\$26.43	\$26.69

\* any Economic Stability Dividend (ESD) calculation made in accordance with Appendix A of the Provincial Framework Agreement will be applied as a percentage increase on the current collective agreement wage rates. All future wage increases will be based on the newly revised wage rate with ESD.

			*		*		*		*
	01-May-14	01-Jul-15	01-May-16	01-Jul-16	01-May-17	01-Jul-17	01-May-18	01-Jul-18	01-May-19
Food Program Aide I	\$21.02	\$21.23		\$21.34	\$21.55	\$21.66	\$21.87	\$21.98	\$22.20
Food Program Aide II	\$22.12	\$22.34		\$22.45	\$22.68	\$22.79	\$23.02	\$23.13	\$23.37
Food Services Assistant	\$20.68	\$20.89		\$20.99	\$21.20	\$21.31	\$21.52	\$21.63	\$21.84
French Assistant	\$22.04	\$22.26		\$22.37	\$22.60	\$22.71	\$22.94	\$23.05	\$23.28
HR Assistant	\$23.90	\$24.14		\$24.26	\$24.50	\$24.62	\$24.87	\$25.00	\$25.25
HR Benefits Administrative Assistant	\$28.07	\$28.35		\$28.49	\$28.78	\$28.92	\$29.21	\$29.36	\$29.65
ICT Secretary	\$24.25	\$24.49		\$24.61	\$24.86	\$24.99	\$25.24	\$25.36	\$25.62
ICT Trainer/Application Support	\$25.83	\$26.09		\$26.22	\$26.48	\$26.61	\$26.88	\$27.01	\$27.28
Laboratory Technician	\$25.47	\$25.72		\$25.85	\$26.11	\$26.24	\$26.50	\$26.64	\$26.90
Library Assistant	\$22.15	\$22.37		\$22.48	\$22.71	\$22.82	\$23.05	\$23.17	\$23.40
Library Technician	\$23.23	\$23.46		\$23.58	\$23.82	\$23.93	\$24.17	\$24.29	\$24.54
Maintenance Administrative Assistant	\$25.50	\$25.76		\$25.88	\$26.14	\$26.27	\$26.54	\$26.67	\$26.94
Payroll Supervisor	\$28.78	\$29.07		\$29.21	\$29.51	\$29.65	\$29.95	\$30.10	\$30.40
Payroll Systems Clerk	\$28.12	\$28.40		\$28.54	\$28.83	\$28.97	\$29.26	\$29.41	\$29.70
Program Services Administrative Assistant	\$27.02	\$27.29		\$27.43	\$27.70	\$27.84	\$28.12	\$28.26	\$28.54
Program Services Assistant (French)	\$23.03	\$23.26		\$23.38	\$23.61	\$23.73	\$23.97	\$24.09	\$24.33
Program Services Secretary	\$24.76	\$25.01		\$25.13	\$25.38	\$25.51	\$25.77	\$25.89	\$26.15
Records Clerk	\$23.78	\$24.02		\$24.14	\$24.38	\$24.50	\$24.75	\$24.87	\$25.12
Records Management Assistant	\$24.21	\$24.45		\$24.57	\$24.82	\$24.94	\$25.19	\$25.32	\$25.57
Records Clerk (Central Registration)	\$24.69	\$24.94		\$25.06	\$25.31	\$25.44	\$25.69	\$25.82	\$26.08
Secondary Athletic Program Assistant	\$22.95	\$23.18		\$23.30	\$23.53	\$23.65	\$23.88	\$24.00	\$24.24
Secondary School Administrative Assistant	\$27.99	\$28.27		\$28.41	\$28.70	\$28.84	\$29.13	\$29.27	\$29.57
Secondary School Assistant	\$22.12	\$22.34		\$22.45	\$22.68	\$22.79	\$23.02	\$23.13	\$23.37
Senior Accountant	\$29.26	\$29.55		\$29.70	\$30.00	\$30.15	\$30.45	\$30.60	\$30.91

\* any Economic Stability Dividend (ESD) calculation made in accordance with Appendix A of the Provincial Framework Agreement will be applied as a percentage increase on the current collective agreement wage rates. All future wage increases will be based on the newly revised wage rate with ESD.

			*		*		*		*
	01-May-14	01-Jul-15	01-May-16	01-Jul-16	01-May-17	01-Jul-17	01-May-18	01-Jul-18	01-May-19
Senior Accounts Clerk	\$26.42	\$26.68		\$26.82	\$27.09	\$27.22	\$27.49	\$27.63	\$27.91
Senior Payroll Clerk	\$27.79	\$28.07		\$28.21	\$28.49	\$28.63	\$28.92	\$29.06	\$29.35
Strong Start Facilitator	\$26.42	\$26.68		\$26.82	\$27.09	\$27.22	\$27.49	\$27.63	\$27.91
Student Services Assistant	\$23.53	\$23.77		\$23.88	\$24.12	\$24.24	\$24.49	\$24.61	\$24.85
Student Services Administrative Assistant	\$26.95	\$27.22		\$27.36	\$27.63	\$27.77	\$28.04	\$28.19	\$28.47
Supervision Aide (Elementary)	\$21.05	\$21.26		\$21.37	\$21.58	\$21.69	\$21.91	\$22.01	\$22.23
Supervision Aide (Secondary)	\$22.27	\$22.49		\$22.61	\$22.83	\$22.95	\$23.17	\$23.29	\$23.52
Work Experience Facilitator	\$26.23	\$26.49		\$26.62	\$26.89	\$27.03	\$27.30	\$27.43	\$27.71
Work Experience Facilitator (Special Needs)	\$26.84	\$27.11		\$27.24	\$27.52	\$27.65	\$27.93	\$28.07	\$28.35

This schedule is updated as new positions are created and finalized by the JJEC.

			*		*		*		*
<u>CLASSIFICATION</u>	01-May-14	01-Jul-15	01-May-16	01-Jul-16	01-May-17	01-Jul-17	01-May-18	01-Jul-18	01-May-19
Adult Crossing Guard	\$15.34	\$15.49		\$15.57	\$15.73	\$15.81	\$15.96	\$16.04	\$16.20
Architectural Building Technologist	\$29.19	\$29.48		\$29.63	\$29.93	\$30.08	\$30.38	\$30.53	\$30.83
Carpenter/Painting Supervisor	\$34.33	\$34.67		\$34.85	\$35.20	\$35.37	\$35.72	\$35.90	\$36.26
Carpet Cleaner	\$21.63	\$21.85		\$21.96	\$22.18	\$22.29	\$22.51	\$22.62	\$22.85
Computer Network Engineer	\$29.00	\$29.29		\$29.44	\$29.73	\$29.88	\$30.18	\$30.33	\$30.63
Computer Systems Technician	\$27.02	\$27.29		\$27.43	\$27.70	\$27.84	\$28.12	\$28.26	\$28.54
Custodial Operations Supervisor	\$26.44	\$26.70		\$26.84	\$27.11	\$27.24	\$27.51	\$27.65	\$27.93
Delivery Truck Driver	\$21.87	\$22.09		\$22.20	\$22.42	\$22.53	\$22.76	\$22.87	\$23.10
Grounds Worker	\$26.53	\$26.80		\$26.93	\$27.20	\$27.33	\$27.61	\$27.75	\$28.02

\* any Economic Stability Dividend (ESD) calculation made in accordance with Appendix A of the Provincial Framework Agreement will be applied as a percentage increase on the current collective agreement wage rates. All future wage increases will be based on the newly revised wage rate with ESD.

			*		*		*		*
	01-May-14	01-Jul-15	01-May-16	01-Jul-16	01-May-17	01-Jul-17	01-May-18	01-Jul-18	01-May-19
Grounds Transportation Supervisor	\$33.43	\$33.76		\$33.93	\$34.27	\$34.44	\$34.79	\$34.96	\$35.31
Janitor (B4)	\$20.93	\$21.14		\$21.24	\$21.46	\$21.56	\$21.78	\$21.89	\$22.11
Mechanical-Electrical Supervisor	\$33.94	\$34.28		\$34.45	\$34.80	\$34.97	\$35.32	\$35.50	\$35.85
Night Custodian (B3)	\$21.63	\$21.85		\$21.96	\$22.18	\$22.29	\$22.51	\$22.62	\$22.85
Senior Custodian - Elementary (B1)	\$22.08	\$22.30		\$22.41	\$22.64	\$22.75	\$22.98	\$23.09	\$23.32
Senior Custodian - Secondary (A)	\$22.69	\$22.92		\$23.03	\$23.26	\$23.38	\$23.61	\$23.73	\$23.97
Trades-Carpenter	\$30.59	\$30.90		\$31.05	\$31.36	\$31.52	\$31.83	\$31.99	\$32.31
Trades-Electrician	\$30.59	\$30.90		\$31.05	\$31.36	\$31.52	\$31.83	\$31.99	\$32.31
Trades-Heating Mechanic	\$30.59	\$30.90		\$31.05	\$31.36	\$31.52	\$31.83	\$31.99	\$32.31
Trades-Painter	\$30.59	\$30.90		\$31.05	\$31.36	\$31.52	\$31.83	\$31.99	\$32.31
Trades-Plumber/Gas Fitter	\$30.59	\$30.90		\$31.05	\$31.36	\$31.52	\$31.83	\$31.99	\$32.31
Trades-HVAC Technician	\$31.17	\$31.48		\$31.64	\$31.96	\$32.12	\$32.44	\$32.60	\$32.92
* any Economic Stability Dividend (ESD) calculation made in accordance with Appendix A of the Provincial Framework Agreement will be applied as a percentage increase on the current collective agreement wage rates. All future wage increases will be based on the newly revised wage rate with ESD.									

Any custodian who is required by the Board to hold a valid Heating Plant Operating Certificate shall be classed as a Senior Custodian-Secondary School (A), and shall be paid forty-two (42) cents above the schedule rates. In addition, a Trades Supervisor, who does not have a HVAC or Plumbing/Gas Fitting TQ, may be required by the Board to have a Heating Plant Operating Certificate and shall be paid the same premium of forty-two (42) cents per hour.



**SCHEDULE "B"**

THE BOARD OF EDUCATION OF SCHOOL DISTRICT #44 (NORTH VANCOUVER)  
 SUPPLEMENTARY VACATIONS – ARTICLE 6.3: EXPLANATION OF THE TABLE

The left hand figure in each column shows the number of working days\* of regular annual vacation; i.e. fifteen (15) days from the second to the seventh calendar year of service; twenty (20) days from the 8<sup>th</sup> to the 15<sup>th</sup>; twenty-five (25) days from the 16<sup>th</sup> to the 22<sup>nd</sup>; and thirty (30) days in the 23<sup>rd</sup> and all subsequent calendar years of service.

The right hand figures show the number of working days\* of supplementary vacation, and appear in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next five (5) days are credited. For example:

An employee hired in 1975 will have completed more than ten (10) years of service before the end of 1985. The employee in 1985 will be credited with five (5) supplementary working days which may be taken at any time between 1985 and 1990. In 1990 the employee will be credited with a further five (5) supplementary working days, etc.

\*Entitlement in working days is based upon a five (5) day work week.

**Vacation Entitlement and Supplementary Vacation Summary**

Service Year	12 Month Employees' Vacation Days	School Term Employees' Vacation %
1 <sup>st</sup>	1 day for each month of service (Max = 10)	4%
2 <sup>nd</sup> to 7 <sup>th</sup>	15 days	6%
8 <sup>th</sup> to 15 <sup>th</sup>	20 days	8%
16 <sup>th</sup> to 22 <sup>nd</sup>	25 days	10%
23 <sup>rd</sup> onwards	30 days	12%

Service Year	12 Month Employees' Supplementary Vacation Days	School Term Employees' Supplementary Vacation
11 <sup>th</sup>	5 days	5 days' pay
16 <sup>th</sup>	5 days	5 days' pay
21 <sup>st</sup>	5 days	5 days' pay
26 <sup>th</sup>	5 days	5 days' pay

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT #44 (NORTH VANCOUVER) ARTICLE 6.2 ANNUAL  
VACATIONS REGULAR FULL-TIME AND REGULAR PART-TIME EMPLOYEES**

Year Hired	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
2019																	TBA
2018																TBA	15
2017															TBA	15	15
2016														TBA	15	15	15
2015													TBA	15	15	15	15
2014												TBA	15	15	15	15	15
2013											TBA	15	15	15	15	15	15
2012										TBA	15	15	15	15	15	15	20
2011									TBA	15	15	15	15	15	15	20	20
2010								TBA	15	15	15	15	15	15	20	20	20
2009							TBA	15	15	15	15	15	15	20	20	20	20/5
2008						TBA	15	15	15	15	15	15	20	20	20	20/5	20
2007					TBA	15	15	15	15	15	15	20	20	20	20/5	20	20
2006				TBA	15	15	15	15	15	15	20	20	20	20/5	20	20	20
2005			TBA	15	15	15	15	15	15	20	20	20	20/5	20	20	20	20
2004		TBA	15	15	15	15	15	15	20	20	20	20/5	20	20	20	20	25/5
2003	TBA	15	15	15	15	15	15	20	20	20	20/5	20	20	20	20	25/5	25
2002	15	15	15	15	15	15	20	20	20	20/5	20	20	20	20	25/5	25	25
2001	15	15	15	15	15	20	20	20	20/5	20	20	20	20	25/5	25	25	25
2000	15	15	15	15	20	20	20	20/5	20	20	20	20	25/5	25	25	25	25
1999	15	15	15	20	20	20	20/5	20	20	20	20	25/5	25	25	25	25	25/5
1998	15	15	20	20	20	20/5	20	20	20	20	25/5	25	25	25	25	25/5	25
1997	15	20	20	20	20/5	20	20	20	20	25/5	25	25	25	25	25/5	25	30
1996	20	20	20	20/5	20	20	20	20	25/5	25	25	25	25	25/5	25	30	30
1995	20	20	20/5	20	20	20	20	25/5	25	25	25	25	25/5	25	30	30	30
1994	20	20/5	20	20	20	20	25/5	25	25	25	25	25/5	25	30	30	30	30/5
1993	20/5	20	20	20	20	25/5	25	25	25	25	25/5	25	30	30	30	30/5	30
1992	20	20	20	20	25/5	25	25	25	25	25/5	25	30	30	30	30/5	30	30
1991	20	20	20	25/5	25	25	25	25	25/5	25	30	30	30	30/5	30	30	30
1990	20	20	25/5	25	25	25	25	25/5	25	30	30	30	30/5	30	30	30	30
1989	20	25/5	25	25	25	25	25/5	25	25	30	30	30/5	30	30	30	30	30/5
1988	25/5	25	25	25	25	25/5	25	30	30	30	30/5	30	30	30	30	30/5	30
1987	25	25	25	25	25/5	25	30	30	30	30/5	30	30	30	30	30/5	30	30
1986	25	25	25	25/5	25	30	30	30	30/5	30	30	30	30	30/5	30	30	30
1985	25	25	25/5	25	30	30	30	30/5	30	30	30	30	30/5	30	30	30	30
1984	25	25/5	25	30	30	30	30/5	30	30	30	30	30/5	30	30	30	30	30/5
1983	25/5	25	30	30	30	30/5	30	30	30	30	30/5	30	30	30	30	30/5	30
1982	25	30	30	30	30/5	30	30	30	30	30/5	30	30	30	30	30/5	30	30
1981	30	30	30	30/5	30	30	30	30	30/5	30	30	30	30	30/5	30	30	30
1980	30	30	30/5	30	30	30	30	30/5	30	30	30	30	30/5	30	30	30	30

## SCHEDULE "C"

### THE BOARD OF EDUCATION OF SCHOOL DISTRICT #44 (NORTH VANCOUVER) PRINCIPLES GOVERNING THE CONVERSION OF EMPLOYEE FRINGE BENEFITS IN CASES OF INTRODUCTION OR RENEWAL OF COMPRESSED WORK WEEKS

In the event that the parties to this Agreement agree to convert the work week of the employees staffing the whole or a part of the Board's operations, from five (5) working days to four (4) working days per week or to nine (9) working days per fortnight, it has been agreed that such employee's fringe benefits shall be converted as follows:

Basic annual working hours shall be calculated as  $260.89 \times$  daily working hours as per the 5-day week; e.g.,  $260.89 \times 7 = 1826\text{-}1/4$ , or  $260.89 \times 7.5 = 1956.675$ .

Basic annual statutory holiday hours shall be calculated as  $11 \times$  daily hours as per the 5-day week; e.g.  $11 \times 7 = 77$ , or  $11 \times 7.5 = 82.5$ .

Account shall be taken of the difference in basic annual rest period allowances; e.g.,  $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes}$  (=86.96 hours) in the case of the standard 5-day week;  $52.178 \times 4 \times 20 \text{ minutes}$  (=69.57 hours) in the case of the 4-day week; and  $52.178 \times 4.5 \times 20 \text{ minutes}$  (=78.27 hours) in the case of the 9-day fortnight.

Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.

For the purposes of overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.

Annual vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 8 herein.

Notwithstanding any clause in a collective agreement to the contrary, an employee shall not receive pay for acting senior capacity where he/she has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.

In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual statutory holiday hours and less basic annual rest period allowances are to remain the same under compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of statutory holidays in accordance with one or other of the three following ways, and their decisions will determine automatically the lengths of the compressed work day and work week.

- a) Revert to a standard 5-day week in any week in which a statutory holiday occurs.

- b) Change days off during any week in which a statutory holiday occurs in order that each employee will work on 4 days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week, in which case each employee will work 3 days in that week and 5 days in the immediately preceding week.
- c) Have a compressed work day off with pay for each statutory holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.

Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Schedule "C"), the doubt shall be resolved by reference to the basic principle agreed upon by the parties to this Agreement; i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.

## SCHEDULE "D"

### THE BOARD OF EDUCATION OF SCHOOL DISTRICT #44 (NORTH VANCOUVER) CLASSES REQUIRED TO WORK OTHER THAN NORMAL WORK WEEK

This is Schedule "E" referred to in Article 3.10 of this Agreement.

a) Support Staff

b) ADT Assistant

The ADT Assistant may be required to commence duty prior to 8:00 a.m. on each regular working day of the regular work week, Monday to Friday inclusive, for the central hiring of substitute teachers, and that the ADT Assistant shall receive \$1.05 per hour, as shift differential which will be paid on a twelve-month basis to the employees occupying these positions. The incumbents in these positions would revert to the normal working hours of 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive, during those periods of time when school is not in session, e.g., summer vacation, Christmas vacation and Spring Break. This arrangement between the parties to this Agreement is solely and exclusively in respect of these particular positions only. Any employee required to substitute for these employees, and required to commence duty prior to 8:00 a.m. will be paid the shift differential as above, in addition to the basic rate for the position, for the full shift so worked.

c) Computer Services Employees

The hours of work of Computer Services Employees shall normally be as outlined in Article 3.8 of this Agreement. However, these hours may be adjusted from day to day to provide 12-hour coverage.

Specifically, one of the employees may be scheduled to work seven (7) consecutive hours commencing later than the normal start time and ending not later than 8:30 p.m., provided that every effort has been made to give reasonable notice of such change in hours.

A shift premium shall be paid in accordance with Article 4.7 for any shift ending later than 5:00 p.m.

The hours of work of any shift may be varied with the mutual consent of the employee and the immediate Supervisor, provided that the excess or deficiency of hours are adjusted on a subsequent shift, and that the employee shall not work in excess of seventy (70) hours in any two-week period without payment of overtime premium. This flexibility of hours shall not apply to Saturday or Sunday operations.

## SCHEDULE "E"

The Board recognizes the need to provide appropriate work space and security storage for the personal belongings of employees. Therefore the following shall apply:

- a) At the request of the Union representative at the school site, a representative of the Board and a representative of the Union shall survey the school facility to identify and establish appropriate facilities within the school;
- b) If suitable facilities cannot be found, the Board will, within the availability of necessary capital funds, work towards providing appropriate work space and secure storage for employees.

**SCHEDULE "F"**

**NON-TEACHING LAYOFF RESPONSE FORM**

**NAME** \_\_\_\_\_ **SENIORITY** \_\_\_\_\_

**LOCATION** \_\_\_\_\_ **HOME PHONE** \_\_\_\_\_

As the result of receiving a layoff letter, please advise us of your intentions by choosing from the following:

1. I wish to exercise my seniority rights and right to "bump" a more junior employee. (Article 5.3 (d)).

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

The position that I wish to bump is as follows (if known):

Position \_\_\_\_\_ Location \_\_\_\_\_

**Option 1** response must be received within **10 working days** of receiving this notice.

If you choose this option, you may be called to an information interview with the Human Resources Department to discuss your knowledge and ability to assume alternative positions and the position options that are then available.

2. I choose to retain my seniority rights and recall rights for twenty-four months. This includes recall to my former position (classification, location, hours) should I remain eligible. (Article 5.3(e)). This option may be selected as well as Option 1 in the event that "bumping" into another position does not materialize.

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Option 2** response must be received within **30 calendar days** of receiving this notice.

3. I choose to receive Termination Pay. I understand that by choosing this option, I forfeit all seniority rights and rights to recall to future positions. (Article 5.7)

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Option 3** response must be received within **30 calendar days** of receiving this notice.

All responses should be sent to **Human Resources** in the time frames indicated above. Thank you.

## Letter of Understanding #1

### Re: Custodial Shifts

1. Custodians employed as of December 09, 2003 who were working eight (8) hour days and twelve (12) months per year will continue to do so for the period of the July 01, 2006 to June 30, 2010 Collective Agreement and any bridging period of the July 01, 2006 to June 30, 2010 Collective Agreement.
2. Custodians employed in ten (10) month positions after December 09, 2003 shall be converted to twelve (12) month positions as of July 01, 2006.
3. In posting less than eight (8) hour shifts, or shifts of less than twelve (12) months, the Board will not purposely divide an eight (8) hour position to create part-time positions, or create less than twelve (12) month positions unless operationally or financially necessary as determined by the Board.
4. During the life of the current Collective Agreement and any bridging period thereof, the Board may post custodial positions of less than eight (8) hours per day or twelve (12) months per year, subject to paragraph 1 above.
5. During the summer break, the Board will have the ability to transfer, to a maximum of four (4) weeks, custodial staff from their current location in order to maximize efficiency and accommodate operational needs.
6. The parties agree that this letter resolves the outstanding issues related to the Grievance #0307 and Grievance #0313 arbitration.

Original Copy Signed

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For the Board  
Barbara Walter

Dated May 24, 2006

Original Copy Signed

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For CUPE  
Cindy McQueen



## Letter of Understanding #2

### Re: Alternate Work Schedules

The parties agree to strike a joint committee to study alternate work schedules currently implemented in comparable work environments to determine if alternate schedules would be feasible for certain classifications of district employees. The committee will make recommendations to the Joint Consultation Committee for its review by April 30, 2007. If both parties agree, a pilot project may be introduced with the opportunity for measured feedback and review prior to committing to new language on alternate work schedules.

Original Copy Signed

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For the Board  
Barbara Walter

Dated May 24, 2006

Original Copy Signed

---

For CUPE  
Cindy McQueen

**Letter of Understanding #3**

**Re: Peak Hours: Support Staff**

The parties recognize that the nature of the work undertaken by Support Staff employees may require flexibility in meeting the needs of the schools and the ability to provide peak hours for support to schools for special projects or situations.

If during the school year it is necessary that additional time, up to one hour per day, be granted to a part-time employee, such hours may be granted on a temporary basis without posting. If such hours do not increase the hours of a specific position, the additional hours will normally be offered to the most senior qualified support staff employee in that school or program. If these hours are to continue beyond the current school year, the position will be posted prior to the start of the next school year, as per Article 5.1(a) above.

Original Copy Signed

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For the Board  
Barbara Walter

Original Copy Signed

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For CUPE  
Cindy McQueen

Dated May 9, 2006

**Letter of Understanding #4**

BETWEEN THE NORTH VANCOUVER BOARD OF EDUCATION  
AND  
CUPE LOCAL 389  
IN THE MATTER OF EMERGENCY SCHOOL CLOSURES

In accordance with School Board Policy 603 – Closure of Schools Due to Extreme Weather Conditions and the Emergency School Closure Manual (Section V), the following outlines procedures for CUPE employees in the event of an Emergency School Closure.

In the event of a school closure, employees are expected to make every reasonable effort to attend their place of work. If unable to attend, employees are required to contact their immediate supervisor. Employees who provide essential services such as custodial, maintenance are expected to report to work.

Employees will be paid their regular hours if they report to work during a one day school closure; if the closure extends beyond one day, Article 3.6 a) and b (ii) will apply. Banked time or vacation time may be taken in the event of a closure.

When regular work is impractical or impossible, employees may be required to perform work not normally required; it is understood that an employee shall not be expected to perform a task for which there is not sufficient training.

Employees who have prearranged personal/sick leave or vacation for a day that is declared an emergency closure day will have their absence charged as originally scheduled.

This Letter of Understanding and agreement shall take effect at the date of signing.

Original Copy Signed

\_\_\_\_\_  
For the Board  
Xenia O'Brien

March 29, 2012

Original Copy Signed

\_\_\_\_\_  
For CUPE  
Cindy McQueen

**Letter of Understanding #5**

BETWEEN THE NORTH VANCOUVER BOARD OF EDUCATION  
AND  
CUPE LOCAL 389  
IN THE MATTER OF SUPERVISION AIDE – HOURS OF WORK

The parties agree to strike a joint committee to study the hours of work of Supervision Aides and provide recommendations on:

- Hours of work, staffing levels and the benefits or impact to:
- School operations
- Students and learning
- Scheduling and staffing
- Direct and indirect costs
- Recruitment and retention

The committee will be provided with relevant statistics and make recommendations to the Union and Board prior to the commencement of our next round of bargaining.

This Letter of Understanding and agreement shall take effect at the date of signing.

Original Copy Signed

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For the Board  
Xenia O'Brien

Original Copy Signed

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For CUPE  
Cindy McQueen

Dated March 29, 2012

Letter of Understanding #6

BETWEEN THE NORTH VANCOUVER BOARD OF EDUCATION  
AND  
CUPE LOCAL 389

IN THE MATTER OF STUDENTS WITH EXTREME BEHAVIOUR

Students with Extreme Behavior – Identified students in School District No. 44 who have significant sensory and communicative challenges that can result in unpredictable and explosive behavior will be assigned to a district support team, at the ASW rate. Program changes and/or personnel changes can exacerbate these challenges. Through the hiring process and the annual spring staffing process, schools will determine the need to retain/hire the particular staff that demonstrates the required knowledge in preconditions and functions of behaviour, interrelational skills in managing unpredictable and explosive behaviour and appropriate ability to support the educational program delivery.

In the best interest of the safety of staff as well as the interest of students regarding program cohesiveness and continuity, the North Vancouver School District and CUPE Local #389 agree that:

- The students, as identified by Learning Services, demonstrate significantly challenging behaviors as a result of developmental disabilities and sensory challenges as determined by the Individual Education Plan and Safety Plan.
- The Education Assistant hired may be selected from a list of qualified applicants; and this position is considered assigned and reviewed annually, outside of the regular spring staffing process. The posting will clearly describe the full nature of the assignment including the potential for unpredictable and explosive behaviour. If a student transfers to secondary school then consideration should be given to maintaining the Education Assistant/student relationship.
- The Education Assistants will be provided with ongoing training, support and resources throughout the term of the assignment.
- This Agreement was created in the interest of student success and employee safety. We recognize and appreciate that continuity of relationships is essential for students with these behaviours.
- Employees presently supporting these students will have the first right of refusal for these positions provided they have the required knowledge, skills and abilities.

This agreement shall take effect at the date of signing.

Original Copy Signed

\_\_\_\_\_  
For the Board  
Xenia O'Brien

Original Copy Signed

\_\_\_\_\_  
For CUPE  
Cindy McQueen

Dated November 3, 2014

Letter of Understanding #7

BETWEEN THE NORTH VANCOUVER BOARD OF EDUCATION  
AND  
CUPE LOCAL 389

NEW SCHOOL CALENDAR AND BASE HOURS ADJUSTMENT FOR FULL TIME  
SCHOOL-TERM EMPLOYEES

The school district has completed our calendar consultation process and has concluded that the new school calendar for 2014/2015 includes a two week spring break.

As we transition to a new calendar from a one-week Spring Break Calendar, and in line with the 2013/2014 school year, the School District and CUPE local 389 have agreed to adjust the hours of work for all school-term employees to ensure that there is no reduction in annual pay. This model better ensures fair and full access to these hours for all affected employees.

Full Time, School Term (10 month) employees are at the maximum number of hours for pensionable earnings reporting. These employees are also at the maximum number of hours per week according to Article 3.8.b Hours of Work – Support Staff.

The parties agree that Full Time, School Term employees will work in excess of the 35 hour maximum per week, to be determined and agreed upon between the parties, without prejudice to Article 3.8.b Hours of Work – Support Staff. In accordance with this agreement, any hours in excess of 35 will not be eligible for overtime or pensionable reporting.

Any peak hours provided to the schools will be distributed at peak times of the school year and will be over and above this current arrangement.

If a 10 month employee is unable to fulfill this additional time and would prefer to not work and not receive the additional pay, please consult with your Principal and advise Human Resources before November 30, 2014.

This agreement will take effect on the date of ratification of the 2014-2019 Collective Agreement.

Original Copy Signed

\_\_\_\_\_  
For the Board  
Xenia O'Brien

Original Copy Signed

\_\_\_\_\_  
For CUPE  
Cindy McQueen

Dated November 3, 2014

**Addendum to LOU#7**

NEW SCHOOL CALENDAR AND BASE HOURS ADJUSTMENT FOR FULL TIME  
SCHOOL-TERM EMPLOYEES

Letter of Understanding between NVSD and CUPE local 389, October 2014

For the 2014/2015 school year, commencing December 1, 2014, we have calculated that the weekly hours for full time, school term employees will be 36 hours/week.

Starting December 1, 2014 to June 30, 2015, these employees will work an additional 12 minutes/day. These 12 minutes/day or 1 hour/week will not be reported for pension purposes nor will it activate the overtime provisions in the Collective Agreement.

This calculation may be adjusted in future school years according to the agreed upon school calendar, and total number of days in session.

Original Copy Signed

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For the Board  
Xenia O'Brien

Dated November 3, 2014

Original Copy Signed

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For CUPE  
Cindy McQueen

**Letter of Understanding #8**

BETWEEN THE NORTH VANCOUVER BOARD OF EDUCATION  
AND  
CUPE LOCAL 389

IN THE MATTER OF CALL OUTS AND STANDBY

Article 4.11 Call-outs and Standby

The parties agree that there have been changes to the practice and operational requirements for Call-outs and Standby since this language was negotiated.

Under the current department organization and operational structure, in addition to Security Runners, Trades/Grounds Supervisors are presently on rotational standby. The parties agree that when Trades/Grounds Supervisors are on Standby, they will be paid per Article 4.11.b.(i) or (ii) at the Janitor (B4) rate.

When Trades/Grounds Supervisors are called out, whether or not on standby, they will be paid per Article 4.11.a. The pay rate for the call out will be processed upon approval of the time sheet by the employee's manager.

When the Trades/Grounds Supervisors are required to perform skilled work as opposed to referring or assigning work, whether or not on standby, they will be paid a minimum of one (1) hour at their pay rate, at straight time. The pay rate for the call out will be processed upon approval of the time sheet by the employee's manager.

This agreement shall take effect at the date of signing and can be cancelled by either party with ninety (90) days' written notice.

Original Copy Signed

\_\_\_\_\_  
For the Board  
Xenia O'Brien

Original Copy Signed

\_\_\_\_\_  
For CUPE  
Cindy McQueen

Dated November 3, 2014



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