

SOURCE	Board		
EFF.	94	01	04
TERM.	95	12	31
No. OF EMPLOYEES	500		
NOMBRE D'EMPLOYÉS	<i>[Signature]</i>		

# AGREEMENT

between

**THE BOARD OF SCHOOL TRUSTEES  
DISTRICT NO. 41 - BURNABY**

and

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

**EFFECTIVE**

**JANUARY 1, 1994  
to  
DECEMBER 31, 1995**

**ENTURED**

**ENTURED**

DEC 15 1994

2512106

# **BURNABY SCHOOL BOARD**

**5325 Kincaid Street  
Burnaby, B.C.  
V5G 1W2  
Phone: 664-8441 Fax: 664-8382**

# **C.U.P.E. LOCAL 379**

**7231 Frances Street  
Burnaby, B.C.  
V5A 1H1  
Phone: 291-7800**

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## AGREEMENT

THIS **AGREEMENT** made in duplicate this 7th day of June 1994.

### **BETWEEN:**

The Board of School Trustees, District No. 41 (Burnaby) hereinafter called the Board, of the **FIRST PART**

### **AND:**

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

### **WITNESSETH**

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

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

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

- Secre ——Treasurer
- Director of Employee Relations
- Director of Personnel Services
- Assistant Director of Personnel Services
- Personnel Assistants **(2)**
- Personnel Officer
- Comptroller
- Assistant Comptroller
- Payroll Supervisor
- Data Systems Coordinator
- Director of Purchasing and Facilities Services
- Manager of Facilities Services
- Custodial Operations Supervisor
- Maintenance Supervisor
- Assistant Manager of Purchasing Services
- Manager of Youth Services

Coordinator, Continuing Education  
District Resource Centre Coordinator  
Executive Assistant to the Superintendent of Schools  
Executive Secretary to Secretary-Treasurer  
Executive Secretary to Superintendent of Schools  
Dentists  
Teachers  
Nurses

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

### **CLAUSE I (1) GRIEVANCE PROCEDURE**

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

1. Such difference or grievance shall first be taken up with the employee's immediate supervisor, who is not a member of the bargaining unit, within fourteen (14) days of such difference or grievance arising.

2. If such difference or grievance is not settled within seven (7) days, the Union shall present such grievance or difference, in writing, to the Secretary-Treasurer of the Board, or his designate.

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

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

5. Each Party to the Agreement shall notify the other, in writing of the name and address of its appointee to the Board of Arbitration. Such appointments shall be made within five (5) days of the failure of the conciliation committee to effect a settlement of the dispute. The two persons so appointed shall, within five (5) days, from the date of appointment of the last member, select a third member of the Board of Arbitration, who shall be chairman. Should the members appointed by the Parties fail to agree on a chairman within five (5) days, the said chairman shall be appointed by the Minister of Labour of the Province of British Columbia. The Board of Arbitration shall finally settle the matter within ten (10) days after the appointment of the chairman. The majority decision of the Board of Arbitration shall be final and binding upon the Parties; and each Party shall be responsible for the expenses of its appointee as well as one-half (1/2) of the expenses of the chairman.

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

**Note:** The Union Executive Board has the right to file a general policy grievance on any matter that affects the welfare of the membership of the Union within the Clause I preamble.

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

(a) investigate the difference;

(b) define the issue in the difference; and

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

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

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

## CLAUSE II (2) EMPLOYEES

### Definitions:

1. **"EMPLOYEE"** shall mean a person who is an "employee" as defined by the Labour Code of British Columbia.

2. **"PROBATIONARY EMPLOYEE"** shall mean and include those employees employed during the first three (3) months of service in any position within the scope of this Agreement.

3. **"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.

4. **"REGULAR PART-TIME EMPLOYEE"** shall mean an employee who has successfully completed the prescribed period of probation and who is regularly employed during the calendar year on less than a full-time basis.

5. **"FULL-TIME SCHOOL TERM EMPLOYEE"** shall mean an employee who has successfully completed the prescribed period of probation and who is employed each school day during the school year on a full-time basis, and including those secretaries in elementary schools and other employees who commence work the week prior to school opening in September and who are employed for the remainder of the school term.

6. **"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.

7. **"TEMPORARY EMPLOYEE"** shall mean an employee who is employed in a posted position of a limited duration and who is not a regular or school term employee.

8. **"RELIEF OR CASUAL EMPLOYEE"** shall mean an employee who is employed on a day to day basis to augment or substitute for the regular staff.

**CLAUSE III (3)**  
**NOTICE OF VACANCIES**

**1. Definitions**

(a) **Vacancy** - **An** opening, which is being filled, in any permanent full-time or part-time position occasioned by transfer, dismissal or retirement of an employee or by an increase in the number of employees in any category. Any dispute arising out of a vacancy flowing from Clause XX (11), Clause XX (12) and Clause XX (16) would be subject to Clause I.

(b) **New Positions** - A new category over and above those covered by the schedule of job classifications.

(c) **New Position (In Training)** - A position established for the purpose of training the incumbent for a specific superior-rated position.

**2. Vacancy Postings**

(a) **Vacancy Bulletins** - Before filling any vacancy, new position in training, or any temporary vacancy, which is expected to be of more than thirty (30) days' duration, every effort shall be made by the Board to **inform** all employees within three (3) working days; the employees shall have seven (7) working days to apply.

(b) **In-Training Positions** - Bulletins covering positions-in-training shall clearly state the ultimate objective. The successful applicant may subsequently be reclassified to such position without the position being re-bulletined.

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

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

(c) **Placement of Successful Applicant** - Positions, **as** defined, shall be filled and the successful applicant placed on the job within fourteen (14) days of the job being bulletined, unless otherwise specified in the bulletin. The Board shall notify the Union of the names

of all persons appointed to fill vacancies, as well as the names of all employees hired on a temporary basis.

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

(e) **Foremen II** - In making promotions to the position of Foreman II the following criteria shall apply:

- i) Applicants for FOREMAN II - Janitor positions shall be limited to those employees who have completed ten (10) or more years of service in the District as a custodian.
- ii) Applicants for FOREMAN II positions, other than Foreman II-Janitor, shall be limited to those employees who have completed six (6) or more years of service in the District and who have ten (10) years or more in the appropriate field.
- iii) The required knowledge, ability and skills as set out in the job specifications shall be the primary consideration.
- iv) Where two or more applicants are equally capable of fulfilling the duties of this position, seniority shall be the determining factor.

(f) **Appointment of Junior Employee** - In the event that the Board approves the appointment of a junior employee to any position posted in accordance with this Agreement, the Board shall, within ten (10) days of such appointment, notify in writing those applicants senior to the appointee of the reasons for its decision. Copies of the correspondence shall be sent to the secretary of the Union. (Such decisions shall be subject to the normal grievance procedure dealt with in Clause I.)

(g) **Trial Period** - Employees transferring to a different category shall serve a trial period of not more than three (3) months. If the employee's services prove to be unsatisfactory in the position, the employee shall revert to his/her former assignment, without loss of pay or seniority.

(h) **Reverting/5 days** - Employees transferring may elect to return to their former assignment within the first five (5) days on the job in the new position without loss of pay



or seniority. Should an employee decide to revert to a former position, leaving the position applied for vacant, the next senior qualified employee who had applied for the position shall be selected.

In the event that an employee is appointed to a different position while on leave of absence, then Clause III 2 (h) will not apply if the leave of absence continues more than twenty-one (21) calendar days after the date of appointment.

(i) **Noon Hour Supervisors and Crossing Guards** - By May 1st of each year, noon hour supervisors and crossing guards wishing to be considered for noon hour supervisor and crossing guard vacancies for the subsequent school year will write to the Personnel Department indicating the desired noon hour and crossing guard locations. Vacancies will be filled by assigning the most senior applicant in the applicable classification expressing an interest in the vacancy.

### 3. **PROBATIONARY EMPLOYEES - TEMPORARY POSTINGS**

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

### 4. **GROUNDS**

It is agreed that additional summer **grounds** crew labourer positions of more **than thirty** (30) days' duration may be filled without bulletining these positions (in accordance with Clause 3,2,(a)).

## **CLAUSE IV (4) STAFF APPOINTMENTS**

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

## 2. Eligibility for Benefits and Increments - Temporary/Relief Employees

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

It is determined that:

- i) All relief employees **will** be eligible for consideration under this clause but must make application in order for a calculation of **their** total days worked to be processed.
- ii) Upon completion of **two** hundred and **fifty** (250) days (or multiples thereof), an employee will be:
  - paid at the next highest step of the increment scale for the classification in which he/she works (e.g. Labourer I to Labourer II or Clerk Typist II Step 1 to Clerk Typist II Step 2), where applicable;
  - credited with twenty (20) sick days which he/she will be entitled to use only while in temporary posted positions;
  - eligible for an increase in the percentage vacation payment made in accordance with Clause 8, 6 (e.g. **six** (6) per cent during the second and including the seventh year of service);
  - eligible for Workers' Compensation benefit top-up in accordance with Clause 10, 7 (a), (b) and (b) (i).
- iii) Retroactive payments will be made where necessary.

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

(c) All **things** being equal, relief employees **will** be given preference for permanent jobs.

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

Medical & extended health -

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

Dental and life insurance -

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

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

Coverage may be mandatory in some cases.

(e) Monthly sick leave credits may be accumulated for each full month worked during the assignment. Persons ~~serv~~ing in such positions will be entitled to use any credits earned by them.

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

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#### CLAUSE V (5) TEMPORARY ASSIGNMENTS

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

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Where an employee replaces a Foreman I or II **within** these terms of reference for a period in excess of ten (10) ~~working~~ days, such time shall be credited against any subsequent increment period provided for in the **salary** scale for these two positions. This record to be maintained through staff form action.

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

3. **Day to Day - Relief/Temporary** - The rates of pay in subsections 1 and 2 **will** apply in the case of relief or temporary employees after the completion of five (5) consecutive working days in the new assignment.

4. **Maintenance Department Vacancy**

(a) If a vacancy of less than thirty (30) calendar days' duration in the Maintenance Department is to be filled, the senior employee in that category shall be assigned.

(b) If thirty (30) days or over, refer to Clause III - 2(a).

5. **Rotation of Assignment - Relief Foreman II**

(a) i) Once a year, the Board will post a relief list for Foreman II (Janitor) vacancies of between five (**5**) and thirty (30) days' duration. Employees on the list shall have completed ten (10) or more years of service in the District **as** a custodian.

ii) The Board **will** rotate relief assignments among the relief foremen on the list.

(b) **Appointment of Relief Custodians** - The Board **will** rotate relief assignments among all relief custodians for all vacancies of less than thirty (30) days' duration.

**CLAUSE VI (6)  
LAY-OFFS**

1. Definition of **Lay-Off**

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

2. (a) In determining length of service an absence due to lay-off not exceeding twelve (12) months' duration shall be considered continuous employment. Should a ~~bumped~~ regular employee serve in a posted temporary position during the lay-off, his/her seniority will be extended beyond the **final** day of the temporary position by the number of days worked during the lay-off period.

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

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

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

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

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

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

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

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5. An employee about to be laid off may bump any employee with less seniority providing the person qualifies under Clause VI, 3. The right to bump shall include the right to bump up save for bumping into a Foreman II position.

6. Employees laid off shall not earn benefits or entitlement but, subject to the terms and conditions of the plans, they may maintain enrolment in the benefit plans at no cost to the Board.

7. An employee laid off from a permanent position who bumps into a temporary position without a break in active employment, may have benefit plan coverage continued as if the employee were in a permanent position.

#### CLAUSE VII (7) LEVIES

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

**CLAUSE VIII (8)  
ANNUAL VACATIONS**

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

1. **Vacation Entitlement - Employment ~~Standards~~ Act**

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

2. **Vacation Entitlement - First ~~Year~~**

In the first (1st) part calendar year of service vacation pay shall be granted on the **basis** of one-twelfth (1/12th) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st.

3. **Vacation Entitlement after First Year**

(a) During the second (2nd) to and including the seventh (7th) calendar year of service - fifteen (15) working days.

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(b) During the eighth (**8th**) to and including the sixteenth (16th) calendar year of service - twenty (20) working days.

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(c) During the seventeenth (17th) to and including the twenty-second (22nd) calendar year of service - twenty-five (25) working days,

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(d) During the twenty-third (23rd) and **all** subsequent calendar years of service - thirty (30) working days.

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Employees who **gain from** the change to section (d) will no longer be eligible for supplementary vacation during the twenty-sixth (26th) or thirty-first (31st) year, with no loss to current incumbents.

4. **Supplementary Vacation**

Each employee upon commencing **his** eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st), or forty-sixth

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(46th) calendar year of service in 1978, or any subsequent year, shall thereupon on the first day of January in the appropriate calendar year become entitled to one (1) calendar week of supplementary vacation. Such entitlement shall remain an employee's even if such employee's employment is terminated prior to the end of the period in which the entitlement applies. Such supplementary vacation shall be in addition to the basic annual vacation entitlement already provided for in **this** Agreement.

5. **Vacation Pay on Termination**

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

6. **Vacation Pay on Acting Pay**

An employee assigned to relieve in a superior rated position or temporarily assigned to a superior rated position for a period of one (1) day or more shall receive a holiday pay adjustment for such relief or temporary period calculated on the salary difference between what he/she would have earned in his/her regular position and what he/she earned while performing in the superior rated position as follows:

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

7. **Additional Vacation Entitlement**

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

8. **Vacation Entitlement - Term Employ** —  $\frac{12}{13}$

For School Term Employees (both part-time and full-time), each anniversary of the employee's appointment date shall constitute a year of service and shall be used to



determine the percentage rate to be paid in lieu of annual vacation, and supplementary vacation with the percentage rates to be as specified in 6 above. The supplementary vacation payment shall be made when the term employee becomes entitled to the benefit. Annual vacation pay shall be paid to date at the end of December, by the end of March and at the end of June.

#### 9. **Calendar Year**

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

#### 10. **Substitution - Vacation Leave/Sick Leave**

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

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

#### 11. **Vacation Adjustment - Termination**

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

#### 12. **Vacation Adjustment - Retirement**

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

(a) has ten (10) or more years of service with the Board and leaves the work force at age 65, or,

(b) has ten (10) or more years of service with the Board and retires pursuant to the Municipal Superannuation Act (including medical disability ~~as~~ defined under the Act).

### 13. **Vacation Usage**

~~As~~ a general rule, annual vacations and supplementary vacations shall be taken during the months of July and August on application to the Board. Holiday ~~lists~~ shall be distributed to the employees on or before May 1st each year.

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

#### **NOTE**

(a) Where special reservations or travel arrangements have to be made in advance, an employee may make special application at any time to have holiday dates confirmed. Applicants should use Form "Application for Leave of Absence" indicating "Vacation".

(b) In circumstances beyond the employee's control, the employee may request a change in holidays after this date.

#### **EXCEPTIONS**

(a) For employees of the Maintenance staff.

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

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

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

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

- i) Requests are made in writing prior to November 15 of the year prior to the year in which the requested absence would take place, and by April 15 for the remainder of the year in which the request is made.
- ii) The Board is able to replace the employee with a person who can meet the Board's operational needs as determined by the employee's supervisor.
- iii) The obtaining of a replacement need not be posted as a vacancy.
- iv) By December 15 and May 15 respectively the Board will reply to all employee requests pursuant to this clause.
- v) Up to six (6) of those employees who apply by November 15 may be permitted leave under this article, with additional employees, who apply by April 15 permitted leave up to a cumulative total of eleven (11) employees and/or twenty two (22) weeks, whichever is greater. Seniority shall be the determining factor in resolving employee claims.
- vi) An employee may take vacation pursuant to this clause no more than once every four years, subject to vii) below.
- vii) The Board may agree to let additional employees off pursuant to this clause.
- viii) In the event that eleven (11) employees do not apply or twenty-two (22) weeks have not been allocated, whichever is greater, then employees who do not qualify by virtue of subsection vi) will be eligible with preference given to those who have not taken vacation/gratuity pursuant to this provision for the greatest number of years. If needed, seniority will be the subsequent determining factor.
- ix) It is understood that employees with vacation must take their vacation under the provisions of this Clause before being eligible to use gratuity leave.

#### 14. Deferred Vacation Entitlement

All employees who are entitled to four (4) weeks or more of annual vacation shall take at least three (3) weeks during the year in which they were earned, and such employees may defer the taking of any portion of their annual entitlement in excess of three (3) weeks until subsequent years, providing only that the maximum deferred vacation which the employee may accumulate at any time shall be four (4) weeks.

**CLAUSE IX (9)**  
**GENERAL HOLIDAYS**

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5/3/20  
1. Regular Full-Time, Regular Part-Time and Probationary Employees shall be granted the following general holidays with pay: New Year's Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's birthday, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed a civic holiday by the Provincial or Federal Governments, by the Corporation of the District of Burnaby, or by the Board of School Trustees, District No. 41 (Burnaby).

2. Where a general holiday falls on a Saturday or Sunday and an alternative day is declared in its stead, this shall be deemed to be the named general holiday.

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

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

5. Where any of the foregoing general holidays fall on an employee's scheduled normal rest day (day **off**) the Board may, after consulting with the Union, grant such leave with pay immediately preceding or succeeding the general holiday, or may have such day or days added to the employee's **annual** vacation time.

6. Should any general holiday fall on a regular school day another day **will** be given in lieu, with that day to be mutually determined.

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

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

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

**CLAUSE X (10)  
LEAVE OF ABSENCE**

**1. Leave of Absence - Procedure**

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

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

**2. Leave of Absence - Union Business**

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

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

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

(a) **Executive Committee**

In the case of absence ~~from~~ a regular afternoon shift not to exceed four hours (including travel time) per employee per month.

(b) **Union Grievance Committee**

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

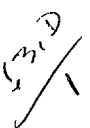
(c) **Shop Stewards**

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

(d) **Union Representation at Local, Regional or National Conferences**

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

(e) **Collective Bargaining**

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

(f) **Leave of Absence - Not Covered Above**

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

**GENERAL**

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

3. The Board will grant leave of absence, without cost to the Board, to a regular employee elected to a full-time paid position **as** a Provincial M.L.A., Member of Parliament, member of a provincial municipal council, table officer of the Canadian Labour Congress, the B.C. Federation of Labour, the Canadian Union of Public Employees (National) or the Canadian Union of Public Employees (B.C.). In such a case, seniority will continue to accrue during the first term of office. If the employee returns prior to the expiration of ~~five~~ <sup>63.1</sup> (5) calendar years and his/her previous position remains as originally posted, then he/she will be placed back in that position and the displaced employee will have rights **as** per this Agreement. The employee may only return after a period of five (5) years by bidding on vacancies in accordance with his/her seniority and qualifications.

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

Leave of absence, without cost to the Board, will be granted on an annual basis to an elected officer of CUPE Local 379. A request for leave on a less than a full-time basis will be subject to operational requirements. The employee will revert to his/her previous position, providing it exists, upon his/her return.

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

(b) **Subpoenaed ~~witness~~** The employer shall grant paid leave to employees, other than employees on leave without pay, who serve **as** subpoenaed witnesses in a court **action**, provided such court action is not occasioned by the employee's private **affairs**.

In cases where an employee's private **affairs** have occasioned a court appearance, such leave to attend a court shall be without pay.

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

### 5. Job-Related Employee Education

A job-related employee "education" fund of fifteen thousand dollars (\$15,000) per school year will be made available by the School District. The utilization of the fund **will** be administered by a joint committee of two representatives of the School District and two

(2) representatives of the Union. Agreement among committee members will be sought but when necessary the employer shall determine the allocation of its funds.

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

## 6. For Illness

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

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(b) **Sick Leave Entitlement - Regular Full-Time Employees and Regular Part-Time Employees:** Upon appointment to staff an employee shall receive an advance of ten (10) days. Thereafter, sick leave credits shall be earned while the employee is on duty, at the rate of twenty (20) days per year, ten (10) days for a **half** year, and one and one-half (1-1/2) days per **month** for less than a half year. When the employee is not on duty, the accumulation of sick leave credits will continue only if the absence is with pay.

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

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

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

(e) **Sick Leave Deductions** - A deduction shall be made ~~from~~ sick leave credits of all working days absent with pay due to illness, based **on** the number of hours of work which were scheduled for those days.

(f) **Submission of Medical Certificate** - Any employee absent because of illness may be required by the Secretary-Treasurer of the Board, or **his** designate, to produce a



certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia, certifying that such employee is unable to carry out his/her duties due to illness.

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

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

#### 7. Wage **Loss/Board** Top-Up

Where a permanent employee is entitled to Workers' Compensation wage loss benefits, these shall be paid directly to the Board, who shall pay the employee as follows: 16/B

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

(b) i) For any period beyond **six** (6) months, at his/her regular rate of pay, with the difference between the Workers' Compensation wage loss benefits and his/her regular rate of pay being charged to sick leave, where such sick leave credits have been accumulated.

ii) **Following** expiration of sick leave credits, Workers' Compensation temporary wage loss benefits will be topped up to the level of regular pay **through** the **use** of banked vacation. **Following** expiration of vacation credits, Workers' Compensation benefits **will** be topped up **through** the use of banked gratuity.

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

8. **An** employee returning to work from compensation, and who is eligible for annual vacation, shall be afforded the opportunity of taking his/her vacation immediately or at such time **as** is mutually satisfactory to the Board and the employee.

The carry over of vacation from one year until the next shall not exceed that provided for in Clause VIII (13) herein, unless it is arithmetically impossible to take **all** vacation days in the current calendar year, in which case, those remaining vacation days will be carried over to the next year.

9. Leave of **Absence** for Permanent Employees for Bereavement

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

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

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

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

10. **Contagious Diseases**

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

11. (a) **Maternity Leave**

Employees shall be eligible for up to eighteen (18) weeks' leave of absence for maternity. Upon application employees may arrange for Medical Services Plan, extended

health benefits, dental coverage and group life insurance benefits to be continued providing they prepay their share of the respective premiums for the period of maternity leave.

**(b) Paternity Leave**

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

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

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

**(c) Adoption Leave**

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

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**(d) Parenthood Leave**

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

**12. Third Party Illness**

It is noted that both twelve month and term employees may utilize gratuity credits earned pursuant to clause X, 13(b)(ii) during the school year to attend to the illness of a close family member. Gratuity credits used for third party illness may be used for this purpose as soon as they are earned.

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**13. Gratuity**

**(a) Accumulation**

- i) Regular Full-Time Employees - **An** employee shall be given credit for gratuity **as** of December 31st of each year, and the following gratuities shall apply:

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

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

- ii) Effective January 1, 1975 other regular part-time and term employees working sixteen (16) or more hours per week shall be entitled to gratuities calculated on the number of regularly assigned hours of **work**, except that School Term employees shall not be entitled to credits for the period July and August.
- iii) Should an illness extend from one period of gratuity into the next, such illness shall, for the purposes of this Agreement, be considered as occurring only in the first period of gratuity.
- iv) Credits for gratuity shall be cumulative.

(b) **Payment of Gratuity**

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- i) In cash - Upon retirement on or after attaining **minimum** retirement age; upon retirement with permanent disability; upon death; or upon leaving the Board's employ after the completion of four (4) or more years of service.
- ii) **As leave** - subject to the following: No leave shall be considered until the employee **has** completed four (4) or more years of **service**. At this time, the employee may take his/her gratuity in any quantity up to twenty-five (25) days per year, unless otherwise agreed between the Parties. **As** a general rule, leave of absence ~~within~~ this clause shall be taken during a holiday interval. In special circumstances, such leave may be taken at alternate times with the approval of the Board. Applicants should use **Form** "Application for Leave of Absence" **giving as much information as** is possible in support of this application.

**An** employee may elect to use his/her earned gratuity days immediately prior to retirement. Under these circumstances, after the utilization of twenty-five (25) gratuity days the employee shall pay all benefits with no cost to the Board. Further there shall be no accumulation of or

credit for such period such that would increase the Board costs above and beyond those which the Board would have incurred had the employee retired prior to utilizing more than twenty-five (25) gratuity days.

(c) **Cash Out - Gratuity 1978/79 - Notwithstanding** anything contained in paragraphs (a) and (b), any full-time employee who

- i) has completed sufficient service with the Board **so as** to **qualify** for gratuity credits;
- ii) is not eligible for gratuity leave on or before **1979-12-31**;
- iii) has been credited with gratuity days for any of the years **1978** or **1979**, shall be entitled to gratuity leave up to the number of gratuity **days** that the employee has accumulated during the years **1978-79**, or to payment in cash for such gratuity days at the election of the employee. **An** employee's right to take gratuity leave under **this** provision shall be subject to the provisions of the aforementioned paragraphs.

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

#### **14. General Holidays During Leave**

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

#### **15. Recovery of Sick Pay - Insurance Settlements**

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

**CLAUSE XI (11)**  
**REST PERIOD**

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

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

**CLAUSE XII (12)**  
**SENIORITY**

**1. Definition**

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

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

(c) Ties will be broken based on the number of complete years accumulated under Clause IV, 2, retroactive to June 24, 1981.

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

- (e) i) **Noon** hour supervisors, crossing **guards** and relief employees will have seniority consistent with the number of days that they have worked in the District upon completion of ninety (90) **shifts**.
- ii) Such seniority will be applicable for vacancies not filled by regular employees in which case seniority will be the determining factor between relatively equal applicants. Seniority will not be applicable in

the event of a lay-off save for noon hour supervisors and crossing guards in which case seniority will apply within each classification.

- iii) Should a noon hour supervisor, crossing guard, or relief employee become a permanent employee, he/she **will** be granted seniority on a pro-rata basis using two hundred and **fifty (250)** working days for twelve month employees and two hundred (200) working days for ten month employees as the equivalent of one year.

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

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

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

### **CLAUSE XIII (13) RETIREMENT**

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

2. (a) Subject to a medical examination, an employee may elect to become a regular part-time employee, but no such employee shall be permitted to work beyond the age of seventy (70) years.

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

(b) Retired employees returning to work under (a) above, shall be placed at the bottom of the seniority list.

3. Nothing in this clause shall preclude an employee ~~from~~ retiring subsequent to successfully applying for appointment as a relief employee.

4. (a) **Employment of Retired Employees on a Part-Time Basis**

Any retired custodial employee, when rehired in a part-time position, shall be paid at the pro-rata of the Labourer III rate, unless he/she is in charge of a school or site, in which case he/she shall be paid the appropriate rate.

(b) **Employment of Other ~~Retired~~ Employees on a Part-Time Basis**

Any retired employee when rehired in a part-time position, shall be paid at the top step of the pay grade that applies to his/her position.

**CLAUSE XIV (14)  
HOURS OF WORK**

1. **Regular Hours of Work**

(a) **Maintenance**

The normal hours of work shall be eight (8) consecutive hours, exclusive of one-half (1/2) hour for lunch, between the hours of 7:00 a.m. and 5:00 p.m. Monday to Friday, inclusive.

(b) **Custodians**

- i) **So** long as the clause providing for compensatory time forms part of this Agreement, the normal work week shall be Monday to Friday, inclusive.
- ii) Where a **shift** commences prior to 10:30 a.m., the lunch period of one-half (1/2) hour shall be in addition to the employee's normal hours of work
- iii) Where a **shift** commences at 11:00 a.m. or later, the lunch period of one-half (1/2) hour shall be included **as** part of the employees' normal hours of work.



iv) As a general rule, afternoon shift shall terminate not later than 11:30 p.m. Should circumstances necessitate the assignment of a night shift (e.g. 12:00 midnight to 8:00 a.m.) a shift differential shall be negotiated. In the event that the Parties fail to reach agreement, the matter shall be resolved by binding arbitration.

v) **Weekend Custodial Work**

- a) On or about September 30 of each year there will be a posting soliciting the names of regular part-time custodians:
- i) who are in regular part-time posted positions of twenty (20) hours or less per week;
  - ii) who will make a commitment to be available for week-end custodial work; and
  - iii) who wish to be considered for weekend work.
- b) When weekend custodial work for outside activities is being scheduled, preference **will** go to regular part-time employees who have written and complied with a) above where time and circumstances permit.
- c) Payment for this weekend work **will** be the custodian's regular hourly rate. **This will** not result in additional costs to the Board except in cases of work in excess of eight (**8**) hours in a day.

(c) **Clerical**

Hours of work for regular full-time employees and full-time term employees shall be thirty-five (35) hours per week, seven (7) hours per day. Lunch hours shall consist of one-half (1/2) hour per day, Monday to Friday inclusive, unless other arrangements mutually acceptable to the employee **and** the immediate supervisor have been made..

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(d) **Auxiliary Personnel**

Shall work hours as assigned. Normal hours shall not exceed thirty-five (35) hours per week, seven (7) hours per day. Lunch hour shall consist of one-half (1/2) hour per day, Monday to Friday inclusive, unless other arrangements mutually acceptable to the employee and the immediate supervisor have been made.

(e) Schou Education Centre

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

(f) **Change of Hours**

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


(g) **Work at Home**

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

2. **Summer Hours**

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

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

 (c) When the Board determines that regular part-time custodians will work full-time days during part of the clean up period, then the part-time employee will receive his/her regular rate of pay and time off in lieu for excess hours worked. Such time **off** will be taken during the clean up period **as** scheduled by the employer. This provision shall not require

previously retired, part-time employees to work full-time days should their health not permit it.

(d) In applying sub-sections (a) and (b) of this clause it is agreed that the principle to be followed is that the employee shall not lose or gain in relation to what he/she would receive if he/she were working the regular hours of work.

(e) During the months of July and August, the secretaries in secondary schools shall not be required to work alone in the buildings.

### 3. Overtime

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

- i) Time and one-half (1-1/2) for the first three (3) hours worked in excess of the normal hours for regular full-time employees in that category.  $\frac{37.5}{3}$
- ii) Two (2) times for **all** overtime hours worked in excess of three (3) overtime hours **as** computed in (i) above.
- iii) Two (2) times for all overtime worked after the end of the normal shift on Friday until the beginning of the normal shift on Monday.  $\frac{37}{0}$  e.i.d
- iv) Two (2) **times** for hours worked on a general holiday in addition to regular pay for the general holiday.  $\frac{37.2}{0}$
- v) Two (2) times for hours worked on a day which has been granted **as** a day off in lieu of a general holiday in addition to regular pay for such day.

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

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

(d) Employees who have accepted to work overtime shall elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. **An** employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which he/she would have been paid for the overtime worked, and subject to the employee's request to be granted compensating time off being approved by his/her department head (or delegate), such  $\frac{41}{1}$

employee shall be granted any portion of the compensating time off to his/her credit at the pay rate or rates in effect at the time the overtime in question was worked. **All** compensating time off credited during a particular calendar year, but which has not been granted to an employee by March 31st or by the end of the spring break holiday, whichever is later, of the following year shall be paid in cash at the time at the pay rate or rates in effect at the time the overtime in question was worked.

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

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

#### **(f) Meal Time**

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

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

#### **4. Compensatory Time**

(a) Compensatory time with a **minimum** claim of two (2) hours shall **only** be assigned to custodians on a straight-time basis for emergency situations involving an inspection of the

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operational (electrical, heating and water) and physical (windows, doors, furnishings) facilities of the school plant. Emergency situations are defined as:

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

(b) Assignments for the above purpose are of a precautionary nature only. If, during the course of an inspection, an employee **finds** that normal work has to be performed he shall be paid at the prevailing overtime rates. (See Clause XIV, 3).

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

(c) Statement

'With approval of the Board of Industrial Relations (Oct.31, 1952) all full rated custodian employees **will** work a total of 2080 hours per **annum**, less all General Holidays and less annual vacations. In normal circumstances the employees concerned will work on the basis of eight (8) hours in a day, forty (40) hours in the week, but where it is in the best interest of the Board to have such employees work in excess of eight (8) hours the following regulations shall apply:

- i) **An** employee may be asked to work in excess of eight (8) hours per day, not to exceed twelve (12) hours or a total of sixty (60) hours per week.
- ii) Such extra hours of work shall **only** be worked at the direction of the Board or its officials and shall be reported by the employee concerned **on** his/her daily time report.
- iii) The School Board agrees to set up a card record recording such extra hours of work on a cumulative basis **from** the period of September 1st to August 31st and the employee will be given compensatory time in addition to **all** General Holidays and annual vacations during the months of **July** and August, so that **as** of August 31st, the employee will not have worked in excess of 2080 hours less General Holidays and annual vacations.

- iv) It is mutually agreed that **no** employee shall be asked to work **in** excess of twelve (12) hours per day or sixty (60) hours **in** the week without specific approval **from** the Department of Labour and if such service is rendered the employee shall be reimbursed at the applicable overtime rate of his/her pro rata rate."

(d) **Addendum**

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

**5. Outside Activities**

This service shall be provided only under **terms** of reference agreed to by the Parties of **this** Agreement.

**6. Call-Out**

(a) "**Call-Out**" means any situation, including alarm calls, where an employee is called to come **from** his/her place of residence to work and subsequently returns to his/her place of residence, outside his/her regular working hours.

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(b) Overtime rates shall be paid for all call-out time, including travelling time to and **from** the employee's place of residence and with a **minimum** of two (2) hours credit **from** time of call plus mileage.

**7. Call-Up Time**

(a) Subject to the provisions of paragraph (c) or (d) an employee reporting for **his** scheduled **shift on** the call of the employer and who does not commence work shall receive his/her regular rate of pay for the entire period spent at his/her place of work, with **minimum** of two (2) hours pay at his/her regular rate.

(b) Subject to the provisions of paragraph (c) or (d), an employee other than a school student, **on a** school day, who commences work on a scheduled **shift**, shall receive his/her regular rate of pay for the entire period spent at his/her place of work, with a **minimum** of four (4) hours pay at his/her regular pay.

(c) In any case where an employee (i) reports for his/her regular shift but refuses, except for just cause, to commence work, or (ii) commences work but refuses, except for just

cause, to continue working, he/she shall not be entitled to receive the minimum payment set forth in paragraphs (a) and (b).

(d) The provisions of the preceding paragraphs do not apply to those situations where the nature of the work assignment is such that the employee is required to work for periods shorter than four (4) hours per day. In any such situations, where exclusions under the Minimum Wage Act do not already exist, it is furthermore agreed that the Parties will make joint application to the B.C. Board of Industrial Relations for exemption under the provisions of the Minimum Wage Act.

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

8. District-Wide Professional Development Day

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

District-wide Pro-D days will be a day of work for all regular employees.

CLAUSE XV (15)  
EMPLOYEE BENEFITS

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1. (a) Subject to the terms and conditions of the plans, the Board will pay sixty (60) per cent of the premiums for Group Life Insurance, Medical Services Plan, extended health benefits, and sixty-one (61) per cent of the premiums for the dental plan for all eligible permanent employees working half time or greater. Eligible permanent part-time employees working less than half time will receive benefits on a pro-rata basis. Municipal superannuation payments will be as indicated in the Municipal Superannuation Act. All persons employed in the bargaining unit on June 22, 1983 shall receive eligible benefits paid as if they were full time as long as they are employed within the Collective Agreement.

Effective July 1, 1995, the premium share for all four benefit categories will improve to seventy/thirty (70/30) Board/employee share.

*Handwritten calculations:*  
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70) K. E. J. G. H. J.  
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Effective October 1, 1995, the premium share for all four benefit categories will improve to eighty/twenty (80/20) Board/employee share.

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

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

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

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

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

3. The Board may use either M.S.A. or C.U. & C. as the extended health care carrier, provided that a lower premium cost results to employees and the Board and provided that there is no reduction in benefit coverage.

**Life Insurance**

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

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## **Extended Health Plan**

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

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

Effective October 1, 1994, paramedical coverage as outlined in the C.U.&C. Health Services Society extended health care plan brochure will be improved to a maximum of five hundred dollars (\$500.00) per year.

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

## **Dental Plan**

The dental plan will include Plan "C" (sixty (60) per cent coverage - fifteen hundred dollars (\$1,500.00)).

Effective October 1, 1994, the dental plan will include Plan "C" (sixty (60) per cent coverage - five thousand dollars (\$5,000.00) lifetime limit).

A "window of opportunity" will be provided to all eligible employees to join the dental plan such that double coverage may result. Terms and conditions to be predicated on those discussed and tabled during the instant round of bargaining.

**Note:** As a matter of information only, the Board agrees to prepare and circulate to Union members, a pamphlet explaining the group life insurance plan, and further, as modifications are made and approved, that such pamphlets be brought up to date.

4. (a) Employees enrolled in the plans mentioned in 1. above and who are absent without pay for thirty (30) days in a calendar month may continue to be covered subject to the terms of the plan at no cost to the Board, with the exception where unpaid leave of absence is granted for job related purposes as indicated in Clause X (5). In addition, employees on leave of absence for Union business will remain covered and the Board will be reimbursed for its costs by the Union local. (A calendar month for the purposes of this clause shall mean the months of the year.)

(b) In cases of strikes and/or lockouts the employees enrolled in the above plans shall continue to be covered subject to the terms of the plan, without cost to the Board. Costs shall be pro-rated based on time ~~off~~ the job.

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

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

7. It is agreed that a committee comprising two (2) representatives of the School District and two (2) representatives of the Union **will** meet to discuss, examine and evaluate the desirability of the dental, extended health and life insurance plans being covered under the B.C. Public Employee's Health and Benefit Plan. Further, it is agreed that a decision with regard to this matter will be made within one year of ratification of this Collective Agreement.

With unanimous consent the committee shall have the authority to transfer plans during the life of the Agreement.

## 8. **Uniforms**

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

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

The School District will provide steel-toed shoes for work purposes for members of the grounds crew who are required by the School District or the Workers' Compensation Board to wear such shoes.

Coveralls in sufficient numbers will be available for the use of grounds personnel.

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

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

**CLAUSE XVI (16)  
RATES OF PAY**

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1. The rates of pay shall be as in Schedules A, B, C, and D for those classifications so listed. These rates (exclusive of speech language pathologists) flow from salary increases of:

January 1, 1994	-	\$0.10
September 1, 1994	-	\$0.15
April 1, 1995	-	\$0.10
July 1, 1995	-	\$0.20

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

**2. Pay Grade 9**

It is agreed that the increment structure of Pay Grade 9 shall be predicated on six (6) month increments. The increment structure for all other Pay Grade classifications (speech language pathologists excepted) shall be predicated on annual increments effective January 1, 1992.

3. Regular and Term Employees will become entitled to increments based **on** their calendar length of service **as** indicated in Schedules **A, B, C** and **D** herein, except if the employee has been granted unpaid leaves of absence (including summer leaves for term employees) totalling twenty-one (21) days or more in which case such number of work days must be subsequently worked and/or paid before the increment is warranted.

4. **An** employee promoted to a superior rated position **will** receive the step in the new increment structure which **will** be at least equal to what would have been the employee's next increment rate. Such employee will then be entitled to another increment in the new structure based **on** the date of promotion.

### 5. **Speech Language Pathologists**

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

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

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

### 6. **Weekend Custodians/Site** *custodians*

The rate of pay for weekend custodians shall be the Labourer rate of pay. The rate of pay for site custodians shall be **as** follows:

(a) If **working** as the only custodian **on** the site, the Labourer Lead Hand rate of pay.

(b) **If** **working** in a site that was a secondary school and more than one custodian is regularly assigned to the site, there shall be one custodian receiving the Sub-Foreman I rate. Other custodians **working** at that site shall receive the Labourer rate of pay.

(c) If **working** in a site that was an elementary school and more than one custodian is regularly assigned to the site, there shall be one custodian receiving the Lead Hand rate and others **will** receive the Labourer rate of pay.

## 7. **Retroactivity**

Employees on staff January 1, 1992 will receive retroactive pay based on paid hours as applicable. Those employees on staff subsequent to those dates will receive retroactive pay if applicable to the date of the start of their employment. Applicable retroactive pay for those who have left the employment of the Board will be made to the former employee provided he/she left a forwarding address for that purpose or claims such pay within three (3) months of ratification of this Agreement.

Retroactive payments will be made as soon as reasonably possible following notifications of ratification of the Agreement by the respective Parties.

## 8. **Payment - .65%**

Commencing effective January 1, 1976 the Board agrees to pay all permanent full-time and permanent part-time staff an additional .65% of their basic salary in a manner best suited to the Board's payroll system, other than through an adjustment to the basic rate, to give effect to the intent contained in a letter from the Director of the Labour Relations Department of the Vancouver Regional District to Mr. Aubrey Burton, Representative, Canadian Union of Public Employees, dated May 28, 1975.

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

## 9. **Job Classifications/Reclassification**

The Board shall have the right to create new positions and temporarily set rates of pay. The Board shall prepare job descriptions of both newly created positions and changed positions warranting such. When duties of any job are so changed or if the Union and the employee feel that the employee is improperly classified, then the classification may be grieved and arbitrated as well as the rate of pay for new or changed positions. The Board retains the right to have an employee revert to the original posted position as per the job description.

The new rate of pay shall become effective at the time the new posted position is first filled or at the time that the employee makes claim for a reclassification, provided any difference is grieved as per this Collective Agreement.

The employer will provide the Union with a "without prejudice" job description as soon as reasonably possible following the decision to create or change a job description. The Union agrees to meet to discuss the job description as soon as reasonably possible. The

proposed job description **will** not be advertised or posted until: (i) agreement is achieved with the Union; (ii) 48 hours have passed since the meeting with the Union; or (iii) seventy-two (**72**) hours have passed since the employer provided the Union with the **draft** job description, whichever occurs first.

## 10. Premium Pay

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

(a) Snow removal **from** school roofs, which **as** a general rule shall be performed by temporary employees. Where **any** permanent employee is assigned to such work in **an** emergency, he/she shall be eligible for this additional rate.

(b) Work performed for:

- i) cleaning boilers;
- ii) cleaning of oil tanks;
- iii) any work specifically assigned **by** the Manager of Facilities Services or the Maintenance Supervisor and designated **as** being eligible for "premium pay" prior to it being undertaken;
- iv) asbestos removal or containment projects in crawl spaces.

*5/2/80*

## 11. Service Pay: (Section A following, expired 1978-06-30)

*5/2/80*  
A. (a) Each employee who **was in** receipt of service pay on **1978 June 30** shall effective **1979 January 01** and thereafter on the first day of January in each subsequent year in which he continues to **occupy** the position which he occupied on **1978 June 30** be granted one (**1**) day of paid leave of absence for each five dollars (\$5.00) of monthly service pay which he **was** receiving on **1978 June 30**.

(b) **An** employee who was in receipt of service pay on **1978 June 30** and who by his length of service would have progressed to the next level of service pay entitlement during that period **1978 July 01** to **1978 December 31**, both dates inclusive, will be credited with such level of progression toward the appropriate paid leave of absence effective **1979 January 01** and thereafter on the first day of January in each subsequent year.

(c) **If** an employee who is entitled to the benefits of **this** Clause is subsequently promoted or reclassified, he shall thereafter cease to be entitled to such

benefits; provided however, that an employee who is promoted or reclassified after 1979 January 01 or the first day of January in any subsequent year shall be granted the appropriate number of days of paid leave of absence for that year.

**12. Acting ~~Trades~~ Foreman II**

A Tradesman specifically designated to act as a foreman for five (5) or more Tradesmen for more than two (2) hours in a day shall be paid the Trades Foreman II rate for all such hours worked.

**13. Foreman I**

A Sub-Foreman III appointed to a Foreman I shall be placed on the second step of the Foreman I scale.

**14. Shift Differential**

The Substitute Teacher Clerk who is required to commence work prior to 8:00 a.m. in order to contact substitute teachers will receive a shift differential of seven (7) per cent per hour for every hour worked up to 08:30 a.m.

**15. Relief Rates of Pay**

Auxiliary and clerical staff serving in a relief capacity will be paid as follows:

Where the relief employee is qualified for and assigned to positions at:

Pay Grade 9	-	Paid at start of P.G. 9
Pay Grade 10	-	Paid at start of P.G. 10
Pay Grade 11	-	Paid at start of P.G. 11
Pay Grade 12 - 13	-	Paid at start of P.G. 12
Pay Grade 14 - 15	-	Paid at start of P.G. 13
Pay Grade 16 - 17	-	Paid at start of P.G. 14

Relief employees in janitorial staff positions will receive the Labourer I rate. This is subject to Clause IV, 2, contained herein.

**CLAUSE XVII (17)  
UNPAID LEAVE**

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

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

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

$\frac{\text{Number of regular annual Work days in the year}}{\text{Number of regular annual Work days in the year}} \times$	Employee's Vacation Entitlement	=	Reduction in Vacation Entitlement
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(**Note:** reduction must be of at least one-half (**1/2**) a day and then it is rounded off to **the** nearest onequarter (**1/4**) day which is in the employee's favour. That is to say, for **instance**, an employee whose vacation entitlement is *two* (**2**) weeks would not have his vacation affected until he/she was on unpaid leave for thirteen (**13**) days or more. Calculation is done at year's end.)

(b) **Sick Leave Accumulation** - Annual sick leave accumulation for an employee **will** be proportionately reduced **as** follows:

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

$\frac{\text{Number of regular annual work days in the year}}{\text{Number of regular annual work days in the year}} \times$	Employee's Sick Leave Entitlement	=	Reduction in Sick Leave Entitlement
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(**Note:** reduction must be of at least one-half (**1/2**) a day and then it is rounded off to the nearest one-quarter (**1/4**) day which is in the employee's favour. Calculation is done at year's end.)

(c) **Gratuity** - gratuity shall not be credited when an employee is away on unpaid leave of absence for greater than twenty (**20**) working days within the two (**2**) month gratuity period. Gratuity shall be pro-rated to a half (**1/2**) day if an employee is absent on unpaid



leave between ten (10) and twenty (20) working days during the two (2) month gratuity period.

(d) **General Holidays** - an employee absent without pay for more than thirty (30) days preceding a general holiday **will** not be paid for the holiday.

(e) **Car Allowance** - an employee who is absent without pay for a complete calendar month will not receive a monetary car allowance for that month. An employee who has completed one thousand (1000) business miles or more in a calendar year may apply at year end to receive **fifty** (50) per cent of his/her unpaid monthly ~~car~~ allowance if he/she did not receive payment pursuant to this section.

## **CLAUSE XVIII (18) JOB CATEGORIES**

### **1. Job Specifications**

(a) There shall be maintained a set of job specifications covering all established categories, acceptable to both the Board and the Union, to be revised **from** time to time at the request of either Party. Any matter unresolved in the establishment of job categories shall be handled through Clause I of **this** Agreement.

*2/6/93*

(b) It is agreed that the Parties **will** meet **as** a committee to review and update existing job descriptions, recognizing that the Board **ultimately** determines the duties required. Thereafter a mutually agreed gender neutral Job Evaluation Plan **will** be initiated and maintained effective September 1, 1993. The results and recommendations of the joint job evaluation plan, agreed to **by** the signed terms of reference, **will** be implemented and become part of the Collective Agreement.

**On** or about May 1st the Parties agree to meet to discuss the terms of reference for the development of the gender neutral Job Evaluation Plan. In the event that there is a dispute with regard to either of the terms of reference, the plan specification, or the need to achieve closure, such dispute shall be referred to the **final** step of the grievance procedure and, if necessary, to arbitration in accordance with this Collective Agreement.

It is agreed that the annual cost impact of the plan will not exceed the greater of the following:

- i) one (1) per cent per year of the C.U.P.E. salary and benefit payroll cost; or

- ii) the difference between the percentage increase in the District's per pupil block funding and the negotiated general salary percentage increase for the applicable year, to the extent that the Provincial Government has targeted that percentage or part thereof to a gender neutral job evaluation purpose.

## 2. *custodians*

### (a) Labourers **I, II, III, (including part-time):**

All custodial personnel hired shall be placed on a scale as a Labourer **I** for a probationary period of three (3) months. After completion of one (1) year of satisfactory service (including the three-month probationary interval), the employee shall be reclassified to Labourer **II**. After a further year of satisfactory service, such employee shall be reclassified to Labourer **III**.

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

An employee in charge of an elementary school with fewer than fifteen (15) teaching areas. **Activity Rooms** and library areas shall be counted **as** one teaching area each.

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

- i) **An** employee in charge of the afternoon shift of fewer than four (4) employees (including himself), in a secondary school.
- ii) An employee in charge of **an** elementary school with fifteen (15) or more teaching areas, or **as** mutually agreed between the Board and the Union, or where the physical layout of the building demands more responsibility than that for a Sub-Foreman **I**.

**Note:** Any decrease in the use of school classrooms during the life of **this** Agreement shall not affect the status of the incumbent.

### (d) **Sub-Foreman III**

An employee in charge of an afternoon shift of four (4) or more employees, including him(her)self, in a secondary school.

(e) A Labourer assigned in charge of an afternoon **shift** in an elementary school, where the employee in charge of the school is a Sub-Foreman **II** and where the daily

employee hours on the afternoon shift exceed eight (**8**) hours shall be paid Lead Hand allowance of forty (40) cents per hour.

**(f) Foreman I**

**An** employee assigned to and in charge of an elementary school where the daily employee hours equal or exceed twenty-eight (28) (effective ~~from~~ the date of appointment and assignment) or a combination of any of the following:

- i) a large multi-building school (excluding portables);
- ii) a school with twenty-two (22) or more teaching areas;
- iii) a school, the design of which tends to increase the responsibility and workload of the incumbent.

**(g) Foreman II**

An employee assigned to and in charge of a secondary school.

(h) Employees placed in charge of summer clean-up crews under the general supervision of a Foreman **I** or **II** shall be reimbursed at the rate of Sub-Foreman **III**.

Where there is more than one Sub-Foreman on the crew, the senior Sub-Foreman shall be placed in charge; where there is no Sub-Foreman on the crew, seniority shall apply.

**3. Maintenance**

(a) Labourers appointed to a permanent position in the Maintenance Department shall be recruited at the level of Labourer **III**. Casual labourers for grounds maintenance shall be recruited at the level of Labourer **I**, except where work assigned falls into the job specifications of a Labourer **II** (operating large lawn mowers, power saws, pneumatic hammers; etc.)

(b) Where five (5) or more employees are assigned to a grounds project (excluding grass cutting and **trimming**), one shall be named as Lead Hand at a salary differential of forty cents (40¢) per hour. Permanent staff members assigned to such projects shall be given preference on the basis of seniority.

(c) Where an employee is assigned by a duly authorized agent of the Board to be in charge of a grass cutting crew during the months of April to October inclusive, he/she shall receive the Sub-Foreman **III** rate of pay.

#### 4. Office, Clerical and Auxiliary Staff

(a) Increment progression for Pay Grade 9 shall be after six (6) **months'** duration. After completion of the third increment, employees shall move to the applicable Level II at the step which provides an increase.

(b) Employees who have progressed from Level I into Level II and/or Level III shall be grandfathered in their present pay level. **Also**, such persons **will** be grandfathered in terms of required abilities **as** they relate to Level II or III.

This provision applies to employees who progressed under the previous re-classification system.

#### 5. Noon Hour Supervisors and Crossing Guards

(a) Effective January 1, 1990, the normal hours of work for noon hour supervisors **will** be one (1) hour and ten (10) minutes per day and the daily rate is reflective of travel time given the short period of work. The 1990 daily rate will be sixteen dollars and **fifty-four cents (\$16.54)**.

(b) In the event that a teacher aide or special education assistant agrees to perform noon hour supervision, **he/she** shall receive **his/her** regular rate of pay.

(c) In the event that a noon hour supervisor vacancy arises, then at the end of the school year the Board may combine the position with that of a teacher aide or special education assistant. This will not apply to **an** incumbent teacher aide or special education assistant (i.e. May 9, 1990) unless **he/she** agrees.

(d) Effective January 1, 1990, the normal hours of work for crossing **guards will** be three (3) hours per day and the daily rate is reflective of travel time given the **short** periods of work. The 1990 daily rate **will** be thirty-eight dollars and **sixty** cents (\$38.60).

(e) Effective January 1, 1990 regular noon hour supervisors and crossing **guards will** receive sixteen (16) per cent in lieu of **all** benefits and entitlements including paid holidays, vacation, benefit plans and sick leave.

**CLAUSE XIX (19)**  
**CAR ALLOWANCE**

**1. Maintenance Department**

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

(a) Labourer III, Equipment Operators, Truck Drivers and Sub-Foremen - basic car allowance of twenty-three dollars (**\$23.00**) per month plus a mileage rate based on sub-section **XIX, 4**, herein.

(b) Painters - basic car allowance of forty-seven dollars and fifty-seven cents (**\$47.57**) per month, effective January 1, 1993, plus mileage rate based on sub-section **XIX, 4**, herein.

Effective January 1, 1995, Painters - basic car allowance will be sixty dollars (**\$60.00**) per month.

Effective October 1, 1995, Painters - basic car allowance will be seventy-five dollars (**\$75.00**) per month.

(c) Carpenters - where a carpenter is required to use his own automobile for Board purposes (possibly with equipment storage over the night or weekends) then such carpenter will receive one hundred and fifteen dollars and ninety-four cents (**\$115.94**), effective January 1, 1993, plus a mileage rate based on sub-section **XIX, 4**, herein.

Effective January 1, 1995, Carpenters - basic car allowance will be one hundred and thirty dollars (**\$130.00**) per month.

Effective October 1, 1995, Carpenters - basic car allowance will be one hundred and fifty dollars (**\$150.00**) per month.

(d) Where a driver of a leased vehicle can demonstrate using such vehicle over a two (2) month period for work purposes of eleven hundred (**1100**) miles or more, then he/she shall receive an additional two dollars (**\$2.00**) plus, where applicable, five dollars (**\$5.00**) for every additional one hundred (**100**) mile increment.

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

Drivers of leased vehicles not parked at the Board parking lot each night shall receive a basic gas assistance allowance of sixty-seven dollars and forty-two cents (**\$67.42**)

per month, effective January 1, 1992 and seventy dollars and seventy-nine cents (**\$70.79**) effective January 1, 1993.

Snow tires shall be provided **as** required.

Further, the second paragraph of Clause XIX (e) refers to those employees who currently utilize their own cars pursuant to this paragraph. Any employee using a lease car may elect to return to the use of a private vehicle providing such request coincides with the termination of the lease of the vehicle in question. Employees using their own cars within the above terms of reference shall be compensated at the rate which equals the current total cost of a similar leased vehicle plus fifty-four dollars and eighteen cents (**\$54.18**), effective January 1, 1992 and **fifty-six** dollars and eighty-eight cents (**\$56.88**) effective January 1, 1993.

(f) During the term of this Agreement two (**2**) additional lease vehicles, parked on Board property during non-working hours, **will** be made available with the allotment mutually agreed.

(g) The Parties agree to follow the letter dated **1985-03-14** outlining the parameters when an employee elects to **use** a personal vehicle in lieu of a leased vehicle.

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

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

Persons using lease vehicles **as** of May 1, 1990 will be able to continue the use of such vehicles consistent with past practice provided they continue to qualify for a leased vehicle **as** provided for herein.

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

## 2. Light Cartage Allowance

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

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

## 3. General

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

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

## 4. Mileage Payments

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

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

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

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

5. **An** employee who is utilizing his/her own automobile on Board authorized business and who is involved in a collision whereby the employee, as a result, is required to pay additional I.C.B.C. rates (F.A.I.R. Program) then such employee will be reimbursed by the same per cent of the penalty that the employee is found not to be at fault. A written report

is to be provided as soon **as** reasonably possible and this is to be followed by a statement of payment.

6. Where I.C.B.C. Business Insurance is not provided by the School Board, business insurance **will** be reimbursed **as** follows:

- (a) up to one hundred and *fifty* dollars (\$150) per year;
- (b) employee must prove purchase;
- (c) dollars **will** be pro-rated for partial year;
- (d) applies to persons who only get mileage;
- (e) must drive in excess of one thousand (1000) miles per year on Board business, except for Foremen II;
- (f) payment made in fall of the year.

## **CLAUSE XX (20)** **GENERAL**

### **1. Present Conditions and Benefits**

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

### **2. Work Standard**

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



3. **Glass Installation**

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

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

4. **Right to Refuse**

The Parties recognize the W.C.B. Industrial Health and Safety regulation that states: "No person shall carry out or cause to be carried out any work, process or operate or cause to be operated any tool, appliance, or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person".

5. **Unsafe Practices**

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

6. **Technological Change**

(a) **Union Notification of Change**

Ninety (90) days before the introduction of any technological change(s) which affects conditions or employment, wage rates, the number of employees, or work loads, the employer shall notify the Union of the proposed change. Any change shall be made only after the Union and the employer have reached agreement on such change through collective bargaining. If the employer and the Union fail to agree on the change, the matter shall be referred to the grievance and arbitration procedures of this Agreement.

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## (b) Training Program

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

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

## v/x 7. Crossing Picket Lines

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

## 8. Employee Records

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

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

## 9. Employment - Full-Time, Regular Employees

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

## 10. Employment - Part-Time, Regular Employees

Employees who work regularly less than a full-time work shift, work week, or work year, shall work hours proportionate to regular full-time employees.

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**11. Reduction of Services/Contracting Out**

Work or services presently performed or hereafter assigned shall not be reduced without such change first being discussed with the official representative of the Union.

**12.** Work or services presently performed or hereafter assigned to this collective bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company, or non-unit employee, without such change first being discussed with the official representatives of the Union.

**13.** If after the discussions provided for in items 10 and 11 the Board decides to implement the proposed change, it shall provide the Union with written reasons therefore and the Union shall have the right to make representation to the Board with respect to its decision.

**14.** No regular employee will be laid off from employment at the same time and as a direct result of his/her regularly performed work being contracted out where the work is being done in a regular manner.

At the same time, it is recognized that the employee must be willing to re-train if the opportunity exists or exercise his/her seniority, when qualified, vis-à-vis other positions. In either case, the employee **will** suffer no loss in his/her regular income.

The Parties agree to follow the contracting out guidelines established by them and dated November 8, 1989 as amended. Further, as changes to the guidelines are agreed upon, they too shall be followed.

**15. Crossover of Duties**

No employee assigned to any one of the following departments: Maintenance, Custodial, Office and Clerical, Auxiliary Personnel (Library, Laboratory, Elementary School Assistants, and Secondary School Instruction Assistants, Speech Language Pathologists, Dental Technicians) shall be required to perform work assigned to any other department.

**16. (a) Custodian Workloads**

The Board undertakes to maintain as a supplementary document to this Agreement a workload formula, which shall be used as a general guideline in determining custodial workloads, bearing in mind the uniqueness of various schools, classrooms, etc. The

workload formula for schools shall be that document signed by Mr. A. C. Durkin and its signed amendments, if any, that was agreed to between the Parties. The workload formula for sites **will** be the workload formula as amended by Appendix A.

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

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

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

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

- i) excessive classroom furnishings;
- ii) excessive use of the school by outside organizations (including night school);
- iii) use of facilities and circumstances which tend to increase the workload (art, science, industrial education, etc.).

(b) It is recognized that the amount of work and the quality of that work may not be maintained if already **fully** utilized hours are reduced in number.

(c) A meeting of representatives of the Parties will take place in an effort to agree as to where **staff** reductions should take place if such reductions are required by the Board.

(d) In the event of custodial reductions, the remaining employee **will** not be given new and additional duties such that the workload formula is compromised.

(e) It is agreed that the Board has the right to determine what work is to be done and its frequency. When work is assigned, it is agreed that the workload formula shall apply **as** per Clause XX, 16.

(f) **Pre-Holiday and Holiday Clean-Up**

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

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

**17. Additional Earnings Statement**

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

**18. First Aid Designates**

The Board through the office of the Secretary-Treasurer may designate Elementary Secretaries and/or other personnel to be responsible for First Aid where such Elementary Secretaries and/or other personnel are agreeable. Such employees will receive training where necessary with such training being without loss of income and during working hours. For the period employees are designated responsible for First Aid they shall receive 30 cents (30¢) per hour payment.

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

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

## 19. Human Rights Code

### NO DISCRIMINATION

N/W  
(a) The Parties hereto subscribe to the provisions and principles of the Human Rights Code of British Columbia and without limiting the generality of the foregoing, the Parties shall not discriminate against any member of the bargaining unit on the basis of race, colour, creed, age (as defined in the Human Rights Code), physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether she/he has children, or because he/she is participating in the lawful activities of the Union.

(b) Where there exists a bona fide occupational requirement or an affirmative action program it shall not be considered discrimination.

(c) It is understood that an allegation of discrimination falling within the Human Rights Code shall be pursued pursuant to the Human Rights Code. Other reasons listed herein may be pursued through the Grievance procedure.

## 20. Labour/Management Committee

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

## 21. Strikes or Lockouts

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

## 22. Employee Status/Volunteers

- i) It is agreed that no regular employee on staff on May 9, 1990 will be replaced and thereby laid off from employment because a volunteer(s) is (are) doing work of the bargaining unit.
- ii) The Board, the Union and all employees agree to maintain positive relationships with volunteers. It is agreed that all problems or grievances related to the District's volunteers, whether individually or collectively, will be

restricted to formal channels, namely the employee's supervisor or the grievance procedure.

23. **Site Custodial Service**

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

24. **Video Display Terminals**

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

25. **Employee Assistance**



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

26. **Notice of Termination**

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

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

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

27. *Sexual* and Personal Harassment

Preamble

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

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

(b) Sexual Harassment includes:

WY

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



(c) **Personal Harassment**

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

(d) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a bona fide complaint of sexual harassment. False and/or malicious complaints shall be viewed as a serious matter.

(e) Complaints of sexual harassment shall be treated seriously and in strict confidence by the Board and the Union.

(f) **Incident Reports**

- i) It is agreed that CUPE, Local 379 and the Board will continue to cooperate in the promotion of a safe working environment which is free from violence and intimidation.
- ii) It is agreed that any potential threat or actual case of violence will be reported by the employee to the employee's immediate supervisor and to the On-Site Health and Safety Committee.

**28. 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.

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

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



**CLAUSE XXI (21)**  
**TERMS OF AGREEMENT**

1. The provisions of the Agreement will be effective January 1, 1994 except as follows:

(a) where a different effective date is specified, in which case the dates will apply;  
or

(b) those provisions not covered by (a) above but which flow from the June 7, 1994 Memorandum of Agreement.

2. Term of the Agreement shall be for two (2) years, commencing January 1, 1994 to and including December 31, 1995 and from year to year thereafter subject to the right of **either Party to the Agreement at any time** within four (4) months immediately preceding the last day of December in any year thereafter by written notice, to require the other **Party** to the Agreement to commence collective bargaining.

Should either **Party** give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee when collective bargaining is being conducted or alter any other term or condition of employment) until:

(a) the Union shall give notice to strike (or until the Union goes on strike); or

(b) the Employer shall give notice of lockout (or the employer shall lock out its employees); or

(c) the Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is earliest.

**Signed by the proper agents for the aforementioned Parties.**

**Dated this 7th day of June, 1994.**

**FOR THE  
BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT #41 (BURNABY)**

**FOR THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 379**

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**R. Ingram**

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**Pat Pickering**

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**M.D. Berardine**

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**Carol *Anne* Gladstone**

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**John P. Morton**

June 7, 1994

## **LETTERS OF UNDERSTANDING**

### **Joint Committee - Vacancy Bulletins and Transfers**

The Parties agree to establish a joint committee to review the Collective Agreement language and the process for the bulletining of vacant positions and the transferring of **successful** applicants to those positions. The committee **will** consist of two representatives of CUPE, **Local 379** and two representatives of management. The committee will address the problems that arise **from** the vacancy and transfer process.

Should the joint committee **determine** that a change in language is required, then both parties will have the opportunity to ratify formally any changes prior to the adoption of new language.

### **Joint Committee - Contract Format**

Prior to the **1994** negotiations, the Parties had agreed to revise the format of the Collective Agreement. **An initial** revision **has** been drafted and will be used **as** the basis for the new Collective Agreement following completion of the **1994** negotiations.

The Parties agree to establish a joint committee to review the format of the Collective Agreement and recommend changes. The committee will consist of two (2) representatives of **CUPE, Local 379** and two (2) representatives of management.

The Parties **will** have the opportunity to ratify formally any changes to the format of the new Collective Agreement prior to its adoption. (It is important to note that any changes to format must not alter the intent of the language.)

### **Jointly-Developed Custodial Training Program**

Both Parties agree on the importance of providing training/orientation to custodial staff.

The Parties agree to reconvene a joint committee to continue discussions regarding the best methods to provide such training/orientation for custodial staff in the District.

The Parties have discussed and will continue to discuss **training** of relief custodians in standard custodial practices and procedures. The joint committee may submit recommendations to the Parties for consideration no later than June 30, 1995.

### **Individual Education Plans (IEP)**

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

### **Clerical Workload**

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

**LETTER OF AGREEMENT**  
between  
**SCHOOL DISTRICT #41 (BURNABY)**  
and  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 379**

Pursuant to negotiations between the Parties regarding the 1985 Collective Agreement, the Parties hereby agree to the following as comprising a Letter of Agreement between them:

1. It is agreed that the "site" workload formula as attached (Appendix A) **will** be analyzed and subject to further negotiations.
2. It is agreed that Clause XX(14) is superseded by the new Clause XVI(8).

**FOR THE BOARD OF SCHOOL TRUSTEES**  
**SCHOOL DISTRICT #41 (BURNABY)**

**FOR THE CANADIAN UNION OF**  
**PUBLIC EMPLOYEES LOCAL 379**

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**B.H.Bastien**  
Director of **Labour** Relations and  
Legal Services

---

**Colleen** Jordan  
President

## LETTER OF UNDERSTANDING #1

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

1. New job opportunities are desirable;
2. The employer may establish new jobs and hours of work for such new jobs in order to meet the needs of specific programs;
3. New rates of pay, applicable benefits, new job classifications shall be resolved in accordance with Clause XV1 (6) of the collective agreement.
4. The hours of work shall be determined after consultation with the Union and **will** be as required by the program and also will be in accordance with the **Hours** of Work Act. Flexible and irregular hours may be necessary.
5. Hours of work may be on evenings or weekends **as** necessary but present full-time and regular ~~part-time~~ positions **will** not be reduced by such new classifications.
6. Overtime **will** be paid **as** per Clause XIV (3) that is after the weekly **salary** full-time hours are worked or the daily regular full-time hours are worked.
7. Weekend custodians **will** receive, wherever possible, an orientation period prior to being assigned where there is no regular staff present.

**FOR THE BOARD** .

**FOR C.U.P.E. LOCAL 379**

**Mr. B. Bastien**  
Manager Employee Relations

**Ms. C. Jordan**  
President

**LETTER OF INTENT #2 - TECHNOLOGICAL CHANGE**

The Parties agree that should agreement pursuant to Clause **XX5(a)** not be **achieved** then the matter **will** be forwarded to arbitration to the arbitrator listed below who is first available:

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

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

June 29, 1983

**FOR THE BOARD**

**FOR C.U.P.E. LOCAL 379**

**Mr. B. Bastien**  
Manager, Employee Relations

**Ms. C. Jordan**  
President



1984-01-23

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

Dear Ms. Bertrand,

**This** is to act **as our** "letter of agreement" that employees receiving a *car* allowance in June **1983**, who do not use their **cars** in the Board's service, shall be grandfathered at the *car* allowance rate at that time.

**This** is in accordance with point 30 of the negotiated memorandum of agreement.

In the event that I have not accurately outlined our agreement, would you please contact me.

**Yours truly,**

B.Bastien (signed)

**B.H. BASTIEN**  
Manager, Employee Relations

**BHB:mm**

c.c. P.Boyle

January 23, 1987

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

Dear Ms. Jordan,

re: **OUTSIDE ACTIVITIES**

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

**Outside Activities:**

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

This provision will become effective as soon **as** reasonably possible, at which time Clause XIV(5) **will** be deleted.

Yours truly,

B.H. Bastien (signed)

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

1985-03-14

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

Dear Colleen:

Re: ELECTION TO USE PERSONAL VEHICLES IN LIEU OF LEASE VEHICLES

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

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

...2

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

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

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

Yours truly,

B.H. Bastien  
**EMPLOYEE RELATIONS MANAGER**  
BB/jw

Revised Workload Formulae **as** designed for "Site" surveys:

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

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

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

## **SCHEDULES'**

1/2/94

**SCHEDULE A**

**SCHEDULE B**

PAY GRADE	CLASSIFICATIONS	HOURLY RATES JANUARY 1, 1994					HOURLY RATES SEPTEMBER 1, 1994				
<b>GENERAL OFFICE, SCHOOL OFFICE AND RESOURCE CENTRE STAFF</b>						17.06	17.30				
9 *	Clerk I Clerk Steno I Clerk Technician I Clerk Typist I	16.91	17.15			17.06	17.30				
	Clerk Typist II Telephone Operator	17.40	17.64	18.00		17.55	17.79	18.15			
	Clerk II Clerk Processor Clerk Steno II Clerk Technician II Clerk Typist III Data Entry/Clerk Typist Receptionist (School)	17.64	18.00	18.24		17.79	18.15	18.39			
	Bookkeeper (Sr. Secretary) Clerk Steno III Clerk Typist (Board, Shop Maples) Office Equipment Operator	18.00	18.24	18.64		18.15	18.39	18.79			
	Clerk Steno III (Board, District Services) Clerk Steno III (Sr. in Jr. Secondary) Textbook Stores Clerk	18.24	18.64	18.99		18.39	18.79	19.14			
	Clerk Steno IV (Sr. in Sr. Secondary)	18.84	19.27	19.72		18.99	19.42	19.87			
	Accounting Clerk II Clerk III Clerk Steno IV (Board Office) Clerk Technician III Production Clerk/Data Processing Program Clerk III	19.27	19.72	20.21		19.42	19.87	20.36			
	Clerk IV	20.08	20.54	21.06		20.23	20.69	21.21			
	Library/Catalogue	20.27	20.72	21.21		20.42	20.87	21.36			
	Clerk V Communication Assistant	21.51	22.07	22.68		21.66	22.22	22.83			
	School Records Clerk	17.60	17.84	18.20		17.75	17.99	18.35			
	Elementary Secretary	18.31	18.58	18.96		18.46	18.73	19.11			

\* For Increment Structure see Clause XVI 2.

SCHEDULE C

SCHEDULE D

PA GRADE	CLASSIFICATIONS	1st INCREMENT ADJUSTMENT DECEMBER 1, 1994			HOURLY RATES APRIL 1, 1995			HOURLY RATES JULY 1, 1995			INCREMENTS ELIMINATED OCTOBER 1, 1995
<b>GENERAL OFFICE, SCHOOL OFFICE AND RESOURCE CENTRE STAFF</b>											
9'	Clerk I Clerk Steno I Clerk Technician I Clerk Typist I	17.30			17.40			17.60			17.60
11	Clerk Typist II Telephone Operator	17.79	18.15		17.89	18.25		18.09	18.45		18.45
12	Clerk II Clerk Processor Clerk Steno II Clerk Technician II Clerk Typist III Data Entry/Clerk Typist Receptionist (Schou)	18.15	18.39		18.25	18.49		18.45	18.69		18.69
13	Bookkeeper (Sr. Secretary) Clerk Steno III Clerk Typist (Board, Shop Maples) Office Equipment Operator	18.39	18.79		18.49	18.89		18.69	19.09		19.09
15	Clerk Steno III (Board, District Services) Clerk Steno III (Sr. in Jr. Secondary) Textbook Stores Clerk	18.79	19.14		18.89	19.24		19.09	19.44		19.44
16	Clerk Steno IV (Sr. in Sr. Secondary)	19.42	19.87		19.52	19.97		19.72	20.17		20.17
17	Accounting Clerk II Clerk III Clerk Steno IV (Board Office) Clerk Technician III Production Clerk/Data Processing Program Clerk III	19.87	20.36		19.97	20.46		20.17	20.66		20.66
19	Clerk IV	20.69	21.21		20.79	21.31		20.99	21.51		21.51
20	Library/Catalogue	20.87	21.36		20.97	21.46		21.17	21.66		21.66
22	Clerk V Communication Assistant	22.22	22.83		22.32	22.93		22.52	23.13		23.13
	School Records Clerk	17.99	18.35		18.09	18.45		18.29	18.65		18.65
	Elementary Secretary	18.73	19.11		18.83	19.21		19.03	19.41		19.41

\* For Increment Structure see Clause XVI 2.



SCHEDULE A

SCHEDULE B

PAY GRADE	CLASSIFICATION	HOURLY RATES JANUARY 1, 1994					HOURLY RATES SEPTEMBER 1, 1994				
<b>AUXILIARY STAFF</b>											
10	Dental Assistant II Special Education Assist. I Food Service Worker Library Assistant Sec. Instructional Assistant	17.15	17.40	17.64			17.30	17.55	17.79		
11	Schou Centre Assistant	17.40	17.64	18.00			17.55	17.79	18.15		
12	Cafeteria Assistant Science Lab Assistant	17.64	18.00	18.24			17.79	18.15	18.39		
13		18.00	18.24	18.64			18.15	18.39	18.79		
14	Dental Assistant II Special Education Assist. I	18.16	18.43	18.81			18.31	18.58	18.96		
16	Special Education Assist. II	18.84	19.27	19.72			18.99	19.42	19.87		
17	Multicultural Worker Home School Coordinator	19.27	19.72	20.21			19.42	19.87	20.36		
22	Youth & Child Care Worker	21.51	22.07	22.68			21.66	22.22	22.83		
• For Increment structure see Clause XVI 2.											
<b>AUXILIARY STAFF - DAILY RATES</b>											
40	Crossing Guard	49.07					49.52				
41	Noon Hour Supervisor	20.73					20.91				
<b>AUXILIARY STAFF - ANNUAL RATES</b>											
25	Environmental Health and Safety Officer	51265	53329	55522	57824	60199	51538	53602	55795	58097	60472
29	LAN Support Worker	49819	51260	52742	54266	55832	50131	51572	53054	54578	56144
34	Youth Service Worker	41182	42682	44182			41455	42955	44455		
27	Speech Language Pathologist Non-Masters	33882	34735	35588	36439	37292	34097	34950	35803	36654	37507
	Speech Language Pathologist - Masters	See Board / BTA Schedule									

SCHEDULE C

SCHEDULE D

PA GRADE	CLASSIFICATION	1st INCREMENT ADJUSTMENT DECEMBER 1, 1994			HOURLY RATES APRIL 1, 1995			HOURLY RATES JULY 1, 1995			INCREMENT S ELIMINATE D OCTOBER 1, 1995
<b>AUXILIARY STAFF</b>											
10	Dental Assistant II Special Education Assist. I Food Service Worker Library Assistant Sec. Instructional Assistant	17.55	17.79		17.65	17.89		17.85	18.09		18.09
11	School Centre Assistant	17.79	18.15		17.89	18.25		18.09	18.45		18.45
12	Cafeteria Assistant Science Lab Assistant	18.15	18.39		18.25	18.49		18.45	18.69		18.69
13		18.39	18.79		18.49	18.89		18.69	19.09		19.09
14	Dental Assistant II	18.58	18.96		18.68	19.06		18.88	19.26		19.26
16	Special Ed. Assist. I	19.42	19.87		19.52	19.97		19.72	20.17		20.17
17	Multicultural Worker Home School Coordinator	19.87	20.36		19.97	20.46		20.17	20.66		20.66
22	Youth & Child Care Worker	22.22	22.83		22.32	22.93		22.52	23.13		23.13
* For Increment structure see Clause XVI 2.											
<b>AUXILIARY STAFF - DAILY RATES</b>											
40	Crossing Guard	49.52			49.82			50.42			50.42
41	Noon Hour Supervisor	20.91			21.02			21.26			21.26
<b>AUXILIARY STAFF - ANNUAL RATES</b>											
25	Environmental Health and Safety Officer	55795	58097	60472	55977	58279	60654	56341	58643	61018	61018
29	LAN Support Worker	53054	54578	56144	53262	54786	56352	53678	55202	56768	56768
34	Youth Services Worker	42955	44455		43137	44637		43501	45001		45001
27	Speech Language Pathologist Non-Masters	35803	36654	37507	35947	36798	37651	36234	37085	37938	37938
	Speech Language Pathologist - Masters	See Board/BTA Schedule.									

**SCHEDULE A**

**SCHEDULE B**

PAY GRADE	CLASSIFICATION	HOURLY RATES JANUARY 1, 1994					HOURLY RATES SEPTEMBER 1, 1994				
<b>MAINTENANCE STAFF</b>											
	Equipment Operator III	19.31					19.46				
	Foreman I - Stores	21.27	21.86	22.57			21.42	22.01	22.72		
	Grounds Foreman Maintenance	23.65	24.33	25.02			23.80	24.48	25.17		
	Labourer III - Maintenance	18.37					18.52				
	Storekeeper I	18.40	18.85	19.27	19.78	20.14	18.55	19.00	19.42	19.93	20.29
		23.65	24.33	25.02			23.80	24.48	25.17		
		23.65	24.33	25.02			23.80	24.48	25.17		
		22.94					23.09				
		22.57					22.72				
		18.68					18.83				
		19.04					19.19				
<b>CUSTODIAL STAFF</b>											
	Foreman I - Janitor	20.05	20.65	21.19			20.20	20.80	21.34		
	Foreman II - Janitor	21.27	21.86	22.57			21.42	22.01	22.72		
	Labourer I	18.00					18.15				
	Labourer I (4 Hours)	18.00					18.15				
	Labourer I (5 Hours)	18.00					18.15				
	Labourer I (6 Hours)	18.00					18.15				
	Labourer II	18.15					18.30				
	Labourer II (5 Hours)	18.15					18.30				
	Labourer II (6 Hours)	18.15					18.30				
	Labourer II (Lead)	18.55					18.70				
	Labourer III	18.37					18.52				
	Labourer III (6 Hours)	18.37					18.52				
	Labourer III (Lead)	18.77					18.92				
	Sub-Foreman I	19.13					19.28				
	Sub-Foreman II	19.31					19.46				
	Sub-Foreman III	20.19					20.34				

SCHEDULE C

SCHEDULE D

PAY GRADE	CLASSIFICATION	1st INCREMENT ADJUSTMENT DECEMBER 1, 1994			HOURLY RATES APRIL 1, 1995			HOURLY RATES JULY 1, 1995			INCREMENTS ELIMINATED OCTOBER 1, 1995
<b>MAINTENANCE STAFF</b>											
	Equipment Operator III	19.46			19.56			19.76			19.76
	Foreman I - Stores	22.01	22.72		22.11	22.82		22.31	23.02		23.02
	Grounds Foreman Maintenance	24.48	25.17		24.58	25.27		24.78	25.47		25.47
	Labourer III - Maintenance	18.52			18.62			18.82			18.82
	Storekeeper I	19.42	19.93	20.29	19.52	20.03	20.39	19.72	20.23	20.59	20.59
	Trades Foreman II - Painter	24.48	25.17		24.58	25.27		24.78	25.47		25.47
	Trades Foreman II - Stores / Maintenance	24.48	25.17		24.58	25.27		24.78	25.47		25.47
	Tradesman II	23.09			23.19			23.39			23.39
	Technician I	22.72			22.82			23.02			23.02
	Truck Driver I	18.83			18.93			19.13			19.13
	Truck Driver II	19.19			19.29			19.49			19.49
<b>CUSTODIAL STAFF</b>											
	Foreman I - Janitor	20.80	21.34		20.90	21.44		21.10	21.64		21.64
	Foreman II - Janitor	22.01	22.72		22.11	22.82		22.31	23.02		23.02
	Labourer I	18.15			18.25			18.45			18.45
	Labourer I (4 Hours)	18.15			18.25			18.45			18.45
	Labourer I (5 Hours)	18.15			18.25			18.45			18.45
	Labourer I (6 Hours)	18.15			18.25			18.45			18.45
	Labourer II	18.30			18.40			18.60			18.6
	Labourer II (5 Hours)	18.30			18.40			18.60			18.6
	Labourer II (6 Hours)	18.30			18.40			18.60			18.6
	Labourer II (Lead)	18.70			18.80			19.00			19
	Labourer III	18.52			18.62			18.82			18.82
	Labourer III (6 Hours)	18.52			18.62			18.82			18.82
	Labourer III (Lead)	18.92			19.02			19.22			19.22
	Sub-Foreman I	19.28			19.38			19.58			19.58
	Sub-Foreman II	19.46			19.56			19.76			19.76
	Sub-Foreman III	20.34			20.44			20.64			20.64