

AGREEMENT

Between

**THE BOARD OF EDUCATION SCHOOL
DISTRICT 41 – BURNABY**

And

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

EFFECTIVE JULY 1, 2022

To

JUNE 30, 2025

BURNABY SCHOOL DISTRICT

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Burnaby is on Coast Salish territory in the traditional and ancestral lands of the hə́n'q əmíh'əm and skwx'wú7mesh speaking people.

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CLAUSE 1: TERMS OF AGREEMENT

MEMORANDUM OF AGREEMENT

“Agreement” Between

BOARD OF EDUCATION FOR SCHOOL DISTRICT #41 – BURNABY

“Employer” And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #379

“Union”

The parties to this Memorandum of Agreement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

Continuing Provisions of the Current Collective Agreement

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expires on June 30, 2025 will be incorporated in their entirety into the revised collective agreement between the parties.

Effective Date

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Memorandum.

Changes to the Revised Collective Agreement

The July 1, 2022 Collective Agreement will continue in force and effect until June 30, 2025 except as modified by the following:

Appendix “C” – Page 67 – **Provincial Framework** between BC Public School Employers’ Association & CUPE BC K-12 Presidents’ Council & Support Staff Unions dated September 15, 2022, (including Appendices A-B).

These changes shall be included in the 2022-2025 Collective Agreement.

Ratification

This memorandum is subject to ratification by the Board of Education of School District #41 (Burnaby), the BC Public School Employers' Association and the membership of CUPE Local #379.

Agreed



Paul Simpson, President
CUPE #379

Harpinder Hothi, Executive Director, HR
Board of Education for School District #41
(Burnaby)

1. Bargaining Agent

a) Exclusions

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

- Superintendent of Schools
- Deputy Superintendent
- Secretary-Treasurer
- Deputy Secretary Treasurer
- Assistant Secretary-Treasurer
- Assistant Superintendent
- Director of Instruction
- Director, Human Resources
- Director, Employee Relations
- Director, Facilities Services
- Director, Finance
- Director, IT Services
- Assistant Director, Human Resources
- Assistant Director, Maintenance Services
- Managing Director, Community Education Services
- Managing Director, International Education
- Managing Director, Safe & Caring Schools
- Managing Director, Communication & Community Engagement
- Manager, Human Resources
- Manager, HR Systems & Analytics
- Manager, Wellness & Attendance Support
- Manager, Health & Safety
- Manager, Maintenance Services

- Manager, Capital Projects
- Manager, Financial Services
- Manager, Purchasing Services
- Manager, Finance & Budgets
- Manager, Payroll
- Manager, Information Technology Services
- Project Manager, Student Information Systems
- Manager, Network & Security
- Manager, Client Services
- Manager, Communications
- Manager, Marketing
- Manager, Youth Services
- Manager, Adult Learning Programs
- Manager, International Education
- Assistant Manager, Marketing
- Program Coordinator, International Education
- Program Coordinator, Diploma & Community Programs
- Coordinator, Community Education Services
- Coordinator, Student Safety
- Coordinator, Student Intervention
- Coordinator, Regional Energy Services
- Coordinator, Settlement Services
- Coordinator, Interpreting Services
- Coordinator, Health & Wellness
- Supervisor, Maintenance Services
- Senior Advisor, Human Resources
- Advisor, Human Resources
- Officer, Health and Safety
- Officer, Accounting and Audit
- Officer, Finance
- Officer, Data Manager & Student Information
- Specialist, Energy
- Specialist, Marketing
- Specialist, American Sign Language
- Executive Secretary, Human Resources
- Executive Assistant to Superintendent
- Executive Assistant to the Secretary-Treasurer
- Executive Assistant to the Deputy Superintendent
- Executive Assistant to the Assistant Superintendents
- Administrators/Teachers

b) Union Membership

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 remaining and continuing as an employee of the Board.

c) Union Dues and Assessments

The Board will deduct all union dues and assessments in accordance with the By-Laws of the Union. The Board will forward the dues deducted no later than the fifteenth (15th) day of the following month. The Board will supply a list of employees from whom union dues were deducted.

d) Crossing Picket Line

Employees shall not be required to cross any picket line, enter any building, property or business where such a picket line is established under the Statutes of British Columbia or Canada.

e) Strikes or Lockouts

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

2. 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.

3. Labour/Management Committee

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

4. Indemnification

The Board shall defend, save harmless and indemnify all employees for any claims, suits, actions or other proceedings which may be brought against them which arise from the performance of their duties and responsibilities and for any cost, loss, damage and liability arising therefrom, provided that this covenant does not apply in respect of any criminal acts committed by the employees, or in respect of any gross negligence on the part of the employees occurring outside the course and scope of their prescribed duties.

5. Employee Records

The Board will provide the Union with copies of employee status change information.

The Board will provide the Union with copies of employee discipline letters.

With reasonable notice and at a time convenient for Human Resources, an employee shall have the right to review their personnel file, with the exception of interview notes, and reference information.

6. **Legislation Impact**

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

CLAUSE 2: DEFINITIONS

1. **Employee Definitions**

- a) **“EMPLOYEE”** means a person who is an “employee” as defined by the Labour Code of British Columbia.
- b) **“PROBATIONARY EMPLOYEE”** means and includes those employees employed during the first consecutive three (3) months of service in a regular or temporary assignment, within the scope of this Agreement.
- c) **“REGULAR FULL-TIME EMPLOYEE”** means an employee who has successfully completed the prescribed period of probation and who is employed each working day and for not less than fifty-two (52) weeks in a calendar year.
- d) **“REGULAR PART-TIME EMPLOYEE”** means an employee who has successfully completed the prescribed period of probation and is employed on less than a regular full- time basis.
- e) **“FULL-TIME SCHOOL TERM EMPLOYEE”** means an employee who has successfully completed the prescribed period of probation and who is employed for the regular school term which may include the week prior to and after the school year.
- f) **“PART-TIME SCHOOL TERM EMPLOYEE”** means an employee who has successfully completed the prescribed period of probation and who is employed on less than a full-time term basis during the school year

- g) **“TEMPORARY EMPLOYEE”** means an employee who has successfully completed the prescribed period of probation and who is employed in a posted position intended to be of a limited duration.
- h) **“STUDENT SUPERVISOR/CROSSING GUARD”** means an employee who is employed each day students are in session for a specified number of hours.
- i) **“CASUAL EMPLOYEE”** means an employee who is employed on a day to day basis.
- j) **“CALENDAR YEAR”** for the purpose of this Agreement shall mean the twelve (12) month period from January 1 to December 31st inclusive.

CLAUSE 3: GRIEVANCE PROCEDURE

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

1. Grievance Steps

- a) **Step 1**
Such difference or grievance shall first be taken up with the employee’s immediate supervisor, who is not a member of the bargaining unit, within fourteen (14) days of such difference or grievance arising.
- b) **Step 2**
If such difference or grievance is not settled within seven (7) days, the Union shall present such grievance or difference, in writing, to the Human Resources Department.
- c) **Step 3**
If the Human Resources Department is unable to affect a settlement of the dispute within seven (7) days, the matter shall then be submitted to the Secretary Treasurer of the Board. A conciliation committee composed of two (2) members of the District Senior Management Team and two (2) members appointed by the Union shall be convened to consider the grievance.

It is understood and agreed that the Board and the Union shall each have the right to have an advisor in attendance at any Step 3 grievance meeting.

d) Step 4

If the Secretary Treasurer of the Board is unable to affect a settlement of the dispute within twenty-one (21) days, the Trustee Management Committee may convene a conciliation meeting of two members to further consider the dispute. Each party will present a written grievance report to the Trustee Management Committee.

e) Arbitration

If the conciliation provided in Step 3 and/or 4 above is unable to affect a settlement of such grievance or dispute, within seven (7) days of receipt of such grievance by the Board, then the matter shall be submitted to a Board of Arbitration appointed in the following manner:

Each Party to the Agreement shall notify the other, in writing, of the name and address of its appointee to the Board of Arbitration.

Such appointments shall be made within five (5) days of the failure of the conciliation committee to affect 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 final and binding upon the Parties; and each Party shall be responsible for the expenses of its appointee as well as one-half (1/2) of the expenses of the chairman.

2. Policy Grievance

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

3. Time Limits

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

4. Expedited Arbitration

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable: an agreed to Arbitrator 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.

No Party shall apply the clause unless it is mutually agreed.

5. Right to Union Representation

An employee will be notified of their right to have Union representation if they are issued discipline beyond the verbal stage.

CLAUSE 4: VACANCIES

1. Vacancy Definitions

- a) **“VACANCY”** – An opening, which is being filled, in any permanent, full-time or part-time position as a result of transfer, dismissal, resignation or retirement of an employee or by an increase in the number of employees in any classification.
- b) **“NEW POSITIONS”** – A new classification 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

“In Training” postings shall clearly state the ultimate objective.

The successful applicant may subsequently be placed in the position without the position being re-posted.

If a posting for a vacant position 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) Ten Hour Rule

The following circumstances will result in a posting:

- i. an increase of ten (10) hours or more in a part-time position
- ii. a change from part-time to full-time or vice-versa.

An increase of less than ten (10) hours per week does not require a posting. However, if an additional change in hours occurs a posting is required, save and except if the number of hours are returned to the original hours indicated in the posting.

d) Regular Education Assistants and Regular Education Assistant III's – Transfer to Regular or Temporary positions

- i. Regular Education Assistants and Regular Education Assistant III's will only have the opportunity to apply for permanent or temporary Education Assistant or Education Assistant III positions following the review of annual staffing for the subsequent school year unless the position results in an increase in earnings to the employee or with mutual agreement between the Board and the Union if there is a medical, personal, or safety related circumstance.
- ii. During the school year, Regular Education Assistant and Regular Education Assistant III positions will be posted as temporary positions for which casual employees can apply.
- iii. Any temporary position posted during the school year that will exist in the subsequent school year, will be posted during the annual staffing process as a regular position, for which Regular Education Assistants and Regular Education Assistant III's may apply.

e) Regular Employees - Transfers to Temporary positions

With the exception of Regular Education Assistants and Regular Education Assistant III's, regular employees are limited to 2 (two) transfers to temporary positions per school year unless a subsequent occasion results in either an increase in earnings to the employee or a change to a day shift.

f) Probationary Employees – Temporary Postings

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

g) Custodians

Seniority shall be the only requirement when transferring from one position to another in the same classification. The senior qualified applicant shall be entitled to the vacant position which warranted the transfer.

h) Summer Grounds Crew

It is agreed that additional summer grounds crew position(s) of more than thirty (30) days' duration may be filled without posting.

i) Weekend Custodial Work

- i. On or about September 30th of each year there will be a posting directed to regular part-time custodians who are in an assignment of twenty (20) hours or less per week soliciting their interest in working casual weekend hours.
- ii. When weekend custodial work for outside activities is being scheduled, preference will go to regular part-time employees who have written and complied with i) above where time and circumstances permit.
- iii. Payment for this weekend work will be the custodian's regular hourly rate

j) Student Supervisors and Crossing Guards – Transfers

By May 1st of each year, Student Supervisors and Crossing Guards wishing to be considered for Student Supervision and Crossing Guard vacancies for the subsequent school year will write to the Human Resources Department indicating the desired Student Supervisor and Crossing Guard locations. Vacancies will be filled by assigning the most senior applicant in the applicable classification expressing an interest in the vacancy.

k) Determining Successful Applicant

In making promotions, demotions, and transfers, 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.

l) 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 posted, 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.

m) Appointment of Junior Employee

In the event that the Board approves the appointment of a junior employee to a position posted in accordance with this Agreement, the Board shall, within ten (10) days of such appointment, notify in writing the senior

applicant(s) the reasons for its decision. Copies of the correspondence shall be sent to the Union.

n) Medical Examination

Every new employee, upon receiving a letter of appointment, may 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.

o) Trial Period/Reverting

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

p) Probationary Period

Each regular or temporary 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.

CLAUSE 5: TEMPORARY ASSIGNMENTS

1. Acting Pay

When an employee is assigned to assume duties and responsibilities on a day to day basis of a superior rated position, the employee shall be compensated at the superior rate of pay in that classification, effective the first day and thereafter so long as the employee remains in the position.

2. Maintenance Department Vacancy – Less Than Thirty Days

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

b) If thirty (30) days or over, refer to subsection 2(a) of “Notice of Vacancies”.

3. Acting Pay – Sub-Foreperson I

Custodial employees assigned temporarily to the afternoon shift of an elementary school where there is no Sub-Foreperson on afternoon duty, shall be paid at the rate of Sub-Foreperson 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. (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.).

4. Acting Custodial Foreperson – Between Five and Thirty Days

Once a year, the Board will post an Acting Custodial Foreperson list. The Board will fill vacancies of five (5) to thirty (30) days’ by referring to the list and offering assignments on a rotational basis.

5. Assignment of Casual Custodians

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

As a general principle, casual custodians are not to be assigned to a position for a period longer than thirty (30) days. It is recognized that certain conditions may develop that result in extending the assignment beyond 30 days. When this occurs, the parties will work cooperatively to assess the situation and determine if a rotation is necessary.

CLAUSE 6: LAY-OFFS

1. Definition of Lay-Off

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

2. Lay-Offs

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

a) Notice to Union

The Union shall be given two (2) weeks’ notice prior to any employee being laid off from the employment of the Board.

b) Notice to Employees

No employee will be laid off from permanent employment without at least two (2) calendar weeks’ notice (inclusive of summer and holiday time) or payment in lieu of notice. During the two week period of lay-off notice the employee may be reassigned but shall not suffer a reduction in their hourly rate of pay or regular weekly hours of work. This provision will not apply

where the employee declines to exercise their seniority to maintain permanent employment.

3. Bumping Rights

- a) An employee who has been issued layoff notice may bump an employee with less seniority providing they are qualified. An employee may not bump into the position of Foreperson.
- b) Employees shall be given as much time as reasonably possible to advise as to their preference in exercising their bumping rights.

4. Re-Hiring Following Lay-Off

- a) Re-hiring will be conducted through the job posting process
- b) Employees serving a layoff period from any classification, will be deemed as having the required abilities to meet the requirements above.

5. Recall Period

In determining length of service, an absence due to layoff, not exceeding twelve (12) months' duration, shall be considered continuous employment.

So long as the employee on layoff applies for all posted vacancies for which the employee is qualified, then such employee may extend their 12 month recall period in the following manner:

- a) assume a posted temporary position during layoff in which case the recall period will be extended beyond the final day of the temporary position by the number of days worked during the layoff period.
- b) assume casual work, in which case the recall period will be extended by the number of casual days worked during the layoff period up to a maximum of two (2) months

6. Benefit Entitlement Following Lay-Off

- a) Employees who are serving lay off shall not earn benefits or entitlements, however, the employee, subject to the terms and conditions of the plans, may maintain enrolment in the benefit plans at no cost to the Board.
- b) An employee serving lay off from a permanent position who bumps into a temporary position without a break in active employment, may have benefit plan coverage continued.

CLAUSE 7: ANNUAL VACATIONS

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

1. Vacation Entitlement

a) First Year

In the first (1st) 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.

b) After First Year

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

2. Supplementary Vacation

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

3. Vacation Pay on Termination

Employees who leave the service after the completion of twelve (12) consecutive months of employment shall receive 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.

4. Vacation Pay on Acting Pay

An employee assigned to relieve in a superior rated position for a period of one (1) day or more shall receive a holiday pay adjustment for such casual or temporary period calculated on the salary difference between what the employee would have earned in their regular position and what the employee 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.

5. Additional Vacation Entitlement

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

6. Vacation Entitlement – Term Employees

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

Annual vacation pay earned shall be paid on the last pay period of December (paid January), the last pay period for March and the last pay period for June. In addition to the vacation pay, an employee may request, in advance, that the pay for Christmas and/or Spring Break be supplemented from available gratuity days as provided for in Clause 10(2)(b). Such supplement shall be limited to the following:

- For employees entitled to six (6) per cent vacation pay the employee may use up to three (3) days of gratuity at Christmas Break and up to two (2) days of gratuity at the Spring Break.
- For employees entitled to eight (8) per cent vacation pay the employee may use up to two (2) days of gratuity at Christmas Break and up to one (1) day of gratuity at the Spring Break.
- For employees entitled to ten (10) per cent vacation pay the employee may use up to one (1) day of gratuity at Christmas Break.

7. Illness/Bereavement While on Vacation

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

It will be the employee's responsibility to ensure the validity of a foreign doctor's certificate which clearly indicates that the employee was ill to an extent that the employee would have been unable to perform their work responsibilities.

8. Vacation Adjustment – Termination

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

9. Vacation Adjustment – Retirement

A regular employee leaving the employ of the Board will receive an annual vacation adjustment of one-half (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, or;
- b) Has ten (10) or more years of service with the Board and retires pursuant to the Municipal Superannuation Act (including medical disability as defined under the Act).

10. Vacation Usage

a) Scheduling Process

- i) As a general rule, annual vacations and supplementary vacations shall be taken during the months of July and August on application to the Board.
- ii) Where special reservations or travel arrangements have to be made in advance, an employee may make special application at any time to have holiday dates confirmed.
- iii) In circumstances beyond the employee's control, the employee may request a change in holidays after this date.
- iv) Where vacation scheduling conflicts arise among two (2) or more employees and they cannot be accommodated due to operational requirements (such requirements not to be unreasonably determined by the Board), then changes in schedules will be necessary.

b) Exceptions to Summer Vacation Usage

i) Maintenance Staff

For employees of the Maintenance staff:

ii) Winter/Spring Break

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

iii) Special Circumstances

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

iv) Replacement Not Required

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

v) Custodial Vacation – 5 days’ outside Summer and Winter break

Custodians eligible for four (4) or more weeks’ vacation may apply for up to five (5) days’ vacation outside of summer and winter break. Applications for such vacation must be submitted at least one month in advance and are subject to review and approval by the Custodial Manager who will consider: impact on budget, operational requirements and replacement needs.

vi) Vacation/Gratuity Outside of Summer

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

- Requests are made, in writing, no later than November 15 the year prior to the requested absence, and no later than April 15 the year of the requested absence.
- Approval of requests are subject to operational requirements and the Supervisors ability to replace the employee with a qualified employee.
- Up to twenty-six (26) of those employees who apply by November 15 may be permitted leave with additional employees, who apply by April 15, permitted leave up to a cumulative total of fifty-two (52) employees and/or fifty- two (52) weeks, whichever is greater.
- Employees with vacation must take their vacation under the provisions of this clause before being eligible to use gratuity leave.
- In the event that all requests cannot be approved, seniority shall be the determining factor.
- An employee may exercise the provisions of this clause no more than once every four (4) years.
- The Board will reply to all employee requests no later than December 15 and May 15.
- In the event that fifty-two (52) employees do not apply or fifty-two (52) weeks have not been allocated, whichever is greater, employees who have been granted vacation under this clause within the last four (4) years, as specified above, will be eligible, with preference given to those who have not taken vacation/gratuity pursuant to this provision for the greatest number of years.
- The Board may permit additional employees to have access to this clause.

11. Deferred Vacation Entitlement

All employees who are entitled to four (4) weeks or more of annual vacation shall take at least three (3) weeks during the year in which the vacation is earned., Employees may defer the taking of any portion of their annual entitlement in excess of three (3) weeks until subsequent years, providing the maximum deferred vacation does not exceed of four (4) weeks.

CLAUSE 8: SICK LEAVE

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

1. Entitlements

a) Regular Full-Time and Part-Time Employees

Upon appointment to staff an employee shall receive an advance of ten (10) days. Thereafter, sick leave credits shall be earned while the employee is on duty, at the rate of twenty (20) days per year, ten (10) days for a half year, and one and one-half (1 ½) 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.

Subsequent unused sick leave benefits shall be cumulative.

b) Term Employees

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

c) Sick Leave Calculation for Irregular Shifts

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

2. Sick Leave Deductions

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

3. Submission of Medical Certificate

An employee absent because of illness may be required by the Board 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 their duties due to illness.

4. Benefit Coverage/Overextended Sick Leave

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

5. Additional Sick Leave Adjustments

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

6. Contagious Diseases

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

7. Recovery of Sick Pay – Insurance Settlements

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

CLAUSE 9: WORKERS' COMPENSATION BOARD BENEFITS

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

1. WCB Entitlement

The Board will pay the employee the amount established by the Workers' Compensation Board and the full amount of health and welfare benefit premiums and the employer's portion of the municipal pension plan contributions as required by the Municipal Pension Plan.

2. Inability to Return to Work

In the event the Workers' Compensation Board stops payment of wage loss benefits and the employee remains unable to return to work because of illness or injury, the employee shall be entitled to use sick leave and/or CORE Long Term Disability (LTD) as long as the employee is still qualified for sick leave and has sick leave credits or is entitled to LTD benefits pursuant to the terms of the CORE LTD program.

3. Return to Work

a) An employee returning to work from compensation, and who is eligible for

annual vacation, shall be afforded the opportunity of taking their vacation immediately or at such time as is mutually satisfactory to the Board and the employee.

- b) The carryover of vacation from one year until the next shall not exceed that provided for in subsection 10(a) of “Annual Vacations”, unless it is arithmetically impossible to take all vacation days in the current calendar year, in which case those remaining vacation days will be carried over to the next year.

CLAUSE 10: GRATUITY

1. Accumulation

a) Regular Full-Time Employees

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

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

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

b) Regular Part-Time and Term Employees

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

c) Crossover Periods

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

d) Cumulative Credits

Credits for gratuity shall be cumulative.

2. **Payment of Gratuity**

a) **In Cash**

Upon retirement, 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.

In accordance with Clause 7(6) term employees eligible to use their gratuity bank may request payout of a limited number of gratuity days to supplement their vacation pay at Christmas and Spring Break.

b) **As Leave**

Subject to the following:

- i) Upon the completion of three (3) years of service, an employee may take up to twenty-five (25) days gratuity unless otherwise agreed between the Parties.
- ii) As a general rule, Gratuity leave shall be taken during a holiday interval. In special circumstances, such leave may be taken at an alternate times with the approval of the Board.
- iii) An employee may elect to use their earned gratuity days immediately prior to retirement. Under these circumstances, after the utilization of twenty-five (25) gratuity days the employee shall pay all benefits with no cost to the Board. Further there shall be no accumulation of or credit for such period such that would increase the Board costs above and beyond those which the Board would have incurred had the employee retired prior to utilizing more than twenty-five (25) gratuity days.

c) **Third Party Illness**

Employees may utilize gratuity credits earned pursuant to subsection 2(b) above during the school year to attend to the illness of a close family member. Gratuity credits used for third party illness may be used for this purpose as soon as they are earned.

CLAUSE 11: GENERAL HOLIDAYS

1. **General Holidays**

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

Regular Full-time, Regular Part-Time and Probationary Employees shall be granted the following general holidays with pay: New Year's Day, Family Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's birthday, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day

proclaimed a civic holiday by the Provincial or Federal Governments, by the City of Burnaby, or by the Board of Education, District 41 – Burnaby.

b) National Day for Truth and Reconciliation

In the event that the provincial government declares Truth and Reconciliation Day as a different day than the federal government, the parties agree that only the provincial holiday will be observed.

c) Regular Term Employees

Regular 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.

d) Temporary Employees

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

2. Alternative Days

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

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

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

3. Christmas/New Year's Half Day

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

4. During First Thirty Calendar Days

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

5. General Holidays During Leave

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

CLAUSE 12: LEAVES OF ABSENCE

1. Procedure

a) Application

An employee may apply for leave of absence. If the leave of absence is granted for a period of up to one year, or for any length of time in the case of leave granted under the section of this clause dealing with election to office, then such leave shall not affect the employee's seniority, providing good standing is maintained in the Union as laid down in its by-laws.

b) Denial

If the Board denies a request, it shall provide the employee with reasons in writing.

2. Cultural Leave for Indigenous Employees

Indigenous employees are entitled to up to two days leave with pay per school year to observe or participate in traditional Indigenous activities that connect to their culture and language.

A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided.

3. Domestic or Sexual Violence

Domestic or Sexual Violence leave of absence shall be provided in accordance with the BC Employment Standards Act.

4. Union Business

a) Procedure

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

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

- b) List of Union Officials**
The Union shall supply the Board with a current list of all Union Officials.
- c) Leave for Executive Committee Meetings**
Regular afternoon shift employees will be granted no more than four (4) hours (including travel time) per employee per month to attend Executive Committee meetings.
- d) Leave for Union Grievance Committee Meetings**
The establishment of a meeting with the Secretary-Treasurer or designate shall automatically excuse a committee of up to three (3) employees from their regular scheduled work for the period of the meeting and travel time.
- e) Leave for Shop Stewards**
Where a request has been received for a Shop Steward to investigate a specific situation prior to or after a grievance has been made, the approval of the Director of Employee Relations automatically excuses such person from their regular assigned duty without loss of pay.
- f) Leave for Union Representation at Local, Regional or National Conferences**
With the specific approval of the Board, such leave when granted shall be with full pay.
- g) Leave for Collective Bargaining**
The serving of notice on the Board requesting meetings as provided for in the Labour Code of British Columbia followed by notification from the Board's Agent of the time and place of bargaining meetings will automatically excuse with pay the members of the Union negotiating committee.
- h) Other Union Leave**
Where leave is not granted above, Union representatives may request and receive short-term leaves of absence for Union business subject to operational requirements. This leave may be without pay or with pay (in the latter case the Union will reimburse the Board for salary.)
- i) Denial of Union Leave**
Where the Board or its agents refuse to grant leave of absence with pay for any of the above functions, the Board shall provide the Union with written reasons.
- j) Elected Officer – CUPE Local 379**
The Board will grant an unpaid leave of absence, on a term basis to an elected officer of the Union. A request for leave on a less than a full-time

basis will be subject to operational requirements. The employee will revert to their previous position, providing it exists, upon their return.

5. Elected Positions

The Board will grant an unpaid leave of absence to a regular employee elected to a full-time paid position as a Provincial MLA, Member of Parliament, member of a provincial municipal council, table officer of the Canadian Labour Congress, the BC Federation of Labour, the Canadian Union of Public Employees (National) or the Canadian Union of Public Employees (BC). In such a case, seniority will continue to accrue during the first term of office. If the employee returns prior to the expiration of five (5) calendar years and their previous position remains as originally posted, then they/they will be placed back in that position. The employee may only return after a period of five (5) years by bidding on vacancies in accordance with their seniority and qualifications.

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

6. Jury Duty/subpoenaed Witnesses

a) Jury Duty

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

b) Subpoenaed Witness

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

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

c) Monies

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

7. Bereavement Leave

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

a) wife, husband, common-law spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, foster parent, grandparent, grandchild;

- b) any other relative living in the same household;
- c) a person for whom the employee is required to be primarily responsible for organizing the funeral.

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

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

8. Parental Leave

a) Birthing Leave

Employees shall be eligible for up to eighteen (18) weeks' leave of absence for birthing. 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 birthing leave.

b) Non-Birth Parent Leave

One (1) day with pay shall be granted for non-birth parent leave.

c) Adoption Leave

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

d) Parenthood Leave

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

9. Unpaid Leave

a) Benefit Adjustments

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

i) Vacation Entitlement

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

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

$$\begin{array}{r} \text{Employee's} \\ \text{X Vacation =} \\ \text{Entitlement} \end{array} \quad \begin{array}{r} \text{Reduction in} \\ \text{Vacation} \\ \text{Entitlement} \end{array}$$

Number of regular annual
Work days in the year

The reduction in vacation 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. The calculation is done at year end.

ii) 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

$$\begin{array}{r} \text{Employee's} \\ \text{X Sick Leave =} \\ \text{Entitlement} \end{array} \quad \begin{array}{r} \text{Reduction in} \\ \text{Sick Leave} \\ \text{Entitlement} \end{array}$$

Number of regular annual
Work days in the year

The 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. The calculation is done at year’s end.

iii) Gratuity Credit

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.

iv) General Holiday Entitlement

An employee absent without pay for more than thirty (30) days preceding a general holiday will not be paid for the holiday.

v) Car Allowance Entitlement

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 seven hundred and seventy (1770) business kilometres or more in a calendar year may apply at year end to receive fifty (50) per cent of their unpaid monthly car allowance if they/they did not receive payment pursuant to this section.

CLAUSE 13: SENIORITY

1. Definition

a) Regular Employees

Seniority is defined as the length of service from the date of appointment of a permanent position and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls in accordance with subsection 2(d) of "Notice of Vacancies." Seniority operates on a bargaining unit wide basis. In addition to the above, a regular employee will be given seniority credits for periods employed as a temporary employee if such employment is subsequent to November 20, 1985. Ties will be broken based on the number of complete years accumulated under subsection 2(b) of "Employee Benefits" retroactive to June 24, 1981.

Where there are two (2) or more employees being considered for a posting or lay-off who have the same seniority date, the tie will be broken by drawing names by a random chance method.

b) Casual Employees

Seniority is defined as days worked for casual employees. Seniority operates on a bargaining unit wide basis. Where there are two (2) or more employees being considered for a posting who have the same days worked, the tie will be broken by drawing names by a random chance method.

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

a) Student Supervisors', Crossing Guards' and Casual employees will have seniority consistent with the number of days that they have worked in the District upon completion of ninety (90) shifts.

- b) Such seniority will be applicable for vacancies not filled by regular employees in which case seniority will be the determining factor between relatively equal applicants. Seniority will not be applicable in the event of a lay-off, save for Student Supervisors and Crossing Guards in which case seniority will apply within each classification.
- c) Should a Student Supervisor, Crossing Guard, or casual employee become a permanent employee, they/them will be granted seniority on a pro-rata basis using two hundred and fifty (250) working days for twelve month employees and two hundred (200) working days for ten month employees as the equivalent of one year.
- d) Should a Student Supervisor, Crossing Guard or Casual employee become a permanent employee, then their recognized seniority will be carried forward on a basis of one (1) year of service for every two hundred (200) days worked.

3. Seniority Lists

The Board shall post seniority lists of all employees no later than the 15th of January, April, and September. The Board will apply the most recent seniority for the purposes of selection and/or lay-off. This seniority list shall be made available to employees and be deemed to be correct for that period unless an objection is received from an employee concerned within thirty (30) days after the said list has been made available.

CLAUSE 14: RESIGNATION AND RETIREMENT

1. Notice of Resignation

Employees shall provide notice of resignation or retirement such that the employee works for at least twenty (20) working days subsequent to the giving of notice.

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

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

2. Employment of Retired Employees on a Part-Time Basis

An employee may elect to become a regular part-time employee. Such employees may elect to fill a vacancy within six (6) months of retirement. Retired employees

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

CLAUSE 15: HOURS OF WORK

1. Regular Hours of Work

a) Maintenance

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

b) Custodians

(i) The normal work week shall be Monday to Friday inclusive. Where a shift commences prior to 10:30 am, the lunch period of one-half (1/2) hour shall be in addition to the employee's normal hours of work.

(ii) Where a shift commences at 11:00 am or later, the lunch period of one-half (1/2) hour shall be included as part of the employee's normal hours of work.

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

c) Clerical

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

d) Auxiliary Personnel

- Auxiliary personnel shall work hours as assigned. Normal hours shall not exceed thirty-five (35) hours per week, seven (7) hours per day. Lunch hour shall consist of one-half (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) Change of Scheduled Shift Time

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 am) 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.

f) Work at Home

The Board may assign an employee to work from home subject to the agreement of the employee and Union. Such agreement will not be unreasonably withheld.

2. Rest Period

One clear fifteen (15) minute rest period shall be granted for each shift, except for full-time employees who shall be granted a fifteen (15) minute rest period in the first half and second half of each shift, at times to be established by the supervisor.

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

3. Spring Break

In recognition of the inclusion of a second week of spring break, all regular school term employees will have the opportunity to work additional minutes per day equivalent to one week.

4. Summer Hours

a) Four Day Week

During July and August the work week may be compressed into four (4) days (with no reduction in normal work hours per week) for any group of employees by mutual agreement of the Board and Union.

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

b) Part-Time Custodians – Summer Scrub

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

When the Board determines that regular part-time custodians will work full-time days during part of the clean-up period, then the part-time employee will receive their regular rate of pay and time off in lieu for excess hours worked. Such time off will be taken during the clean-up period as scheduled by the Board.

5. Overtime

a) Rates of Pay

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

- (i) Time and one-half (1 ½) for the first three (3) hours worked in excess of the normal hours for regular full-time employees in that category.
- (ii) Two (2) times for all overtime hours worked in excess of three (3) overtime hours as computed in (i) above.
- (iii) Two (2) times for all overtime worked after the end of the normal shift on Friday until the beginning of the normal shift on Monday.
- (iv) Two (2) times for hours worked on a general holiday in addition to regular pay for the general holiday.
- (v) Two (2) times for hours worked on a day which has been granted as a day off in lieu of a general holiday in addition to regular pay for such day.

b) Sick Leave

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

c) Compensating Time Off/Pay-Out

Employees who have accepted to work overtime shall elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the overtime worked, and subject to the employee's request to be granted compensating time off being approved by their department head (or delegate), such employee shall be granted any portion of the compensating time off to their 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.

d) Working Alone

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

e) Meal Time

Where an employee has accepted to work overtime the employee shall receive a one-half (1/2) hour paid meal period within the second hour of

overtime and every four (4) hours thereafter. After four (4) hours or more of overtime, an employee shall be paid fifteen dollars (\$15.00).

6. Shift Differential – On-Call Clerk

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

7. Compensatory Time

a) Emergency Inspections

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

Emergency situations are defined as:

- (i)** Inspection of school buildings on weekends;
- (ii)** Extreme weather conditions (heat, cold, flood);
- (iii)** Fire or fire-threats;
- (iv)** Vandalism.

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

b) Equitable Allotment

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

c) Compensatory Time Off – Outside of Summer

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

8. Call-Out

a) “CALL-OUT” means any situation, including alarm calls, where an employee is called to come from their place of residence to work and subsequently return to their place of residence, outside their regular hours of work.

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

9. Reporting to Work – Minimum Pay

a) Subject to the provisions of Paragraph (c) or (d) below, an employee

reporting for their scheduled shift on the call of the Board and who does not commence work shall receive their regular rate of pay for the entire period spent at their place of work, with a minimum of two (2) hours' pay at their regular rate.

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

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

CLAUSE 16: EDUCATION

1. Job-Related Employee Education

A job-related employee "education" fund of twenty thousand dollars (\$20,000) per school year will be made available by the Board. The utilization of the fund will be administered by a joint committee of two (2) representatives of the Board and two (2) representatives of the Union who will be named by the parties. Agreement among committee members will be sought but when necessary the Board shall determine the allocation of its funds.

2. District-Wide Professional Development Day (redirected to Job Related Employee Education)

District-wide Pro-D days will be a day of work for all regular employees, including regular student supervisors and crossing guards, unless the district in consultation with CUPE Local 379, have arranged education activities for all or a portion of support staff members.

3. Training and Retraining

- a) The Burnaby School Board shall offer training to employees which will

provide a working knowledge of office procedures, keyboarding skills, standard office equipment and standardized computer applications. Cost of such training shall be borne by the employer.

- b) Where the parties identify that there is very specific job-related training required in order for persons to become qualified for future postings the joint committee shall arrange and promote such training at least once per year. Cost of this training shall be paid by the Board; however, such training shall be on the employee's time without pay except if it is offered in conjunction with Pro-D days.
- c) The Burnaby School Board shall make every reasonable effort to identify situations where Burnaby School Board sponsored retraining can facilitate the appointment of laid off employee(s) or about to be laid off employee(s) who are the senior applicant for existing or anticipated positions. Such retraining will be at full cost to the Board.
- d) It is understood that the cost of training for Paragraph (a), (b) and (c) shall be paid for out of the job-related employee education fund each year and will be administered by the joint committee as specified in Clause 16(1). This committee shall adjudicate all requests for training. In the event of a dispute over who should receive training or what training is to be paid for out of this fund, the Union and the Board may refer the matter to the grievance procedure.

4. Continuing Education Access

Regular active full time employees will be provided access to courses within the Board's Adult and Continuing Education Program where space is available. The Board will develop guidelines for access to courses. The intent is to allow limited access for employees to courses where this can be achieved without increasing the cost of delivering these courses by the Board. Guidelines to be determined by the district in consultation with CUPE Local 379.

CLAUSE 17: EMPLOYEE BENEFITS

1. Premium Share

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

2. Eligibility for Benefits

a) Student Supervisors/Crossing Guards

At the point of hire a regular student supervisor or crossing guard will be given the unencumbered option of obtaining dental, extended health care

and/or Medical Services Plan coverage through the Board.

Should the employee decline the coverage, the employee will have waived the right to such coverage while employed as a regular student supervisor or crossing guard.

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

b) Temporary/Casual Employees

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

It is determined that:

- All casual employees will be eligible for consideration under this clause but must make application in order for a calculation of their total days worked to be processed.
- Upon completion of two hundred and fifty (250) days (or multiples thereof), an employee will be:
 - credited with twenty (20) sick days which the employee will be entitled to use only while in temporary posted positions;
 - eligible for an increase in the percentage vacation payment made in accordance with Section 4 of "Annual Vacations" (e.g. six (6) per cent during the second and including the seventh year of service);

Retroactive payments will be made where necessary.

ii) Subject to the terms and conditions of the various plans, casual or temporary employees commencing service in a posted position will receive benefit coverage for the period outlined in the posting.

iii) Medical and extended health:

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

Dental and life insurance:

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

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

Coverage may be mandatory in some cases.

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

3. Benefits Trust

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

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

4. Benefit Plans

a) Superannuation

Effective January 1, 1991 regular part-time employee working twenty-five (25) or more hours per week and 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.

b) Life Insurance

Life insurance coverage to employees eligible pursuant to this clause will be made in an amount of twenty thousand/forty thousand dollars (\$20,000/\$40,000).

c) Extended Health Plan

Extended Health coverage will be provided in accordance with carrier plan details.

d) Dental Plan “C”

Dental Plan coverage will be provided in accordance with the carrier plan details

e) Benefits While on LTD

The Board shall continue health and welfare benefit coverage for employees entitled to LTD, as long as the employee continues to receive benefits from the government-funded CORE LTD plan provided through the Public Education Benefits Trust (PEBT). Premiums for such benefit

coverage shall be paid by the Board consistent with the employees current work assignment.

It is further agreed that an employee who becomes disabled and who has a second job with a different Employer on the date of disability with Board shall have health and welfare benefits continued for the two years “own occupation” period pursuant to the CORE LTD program. If after the two year period the employee continues to be disabled and continues to work for a different Employer the Board health and welfare benefits shall be discontinued.

If an employee’s sole employment income is from the Board on the date of disability the Board will maintain the health and welfare benefits as long as the employee does not attain employment with a different Employer.

5. Benefit Coverage – Leaves of Absence

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

6. Government Plan

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

CLAUSE 18: CLOTHING AND TOOLS

1. Uniforms

a) Custodial and Maintenance Staff

Where uniforms are provided to the custodial and maintenance staff who have completed their probationary period, the cost shall be shared on a fifty-fifty (50/50) basis.

b) Committee

The matter of uniforms will be referred to a joint committee. The purpose of the committee will be to agree to the provision of uniforms.

2. Rain Gear

Rain gear in sufficient numbers will be available for Carpenters, Electricians, Heating personnel, Plumbers and Elementary school Student Supervisors. Rain gear will be made available for use to each regular Crossing Guard and each Elementary School will be provided with one set of appropriate rain gear for Custodians.

3. Safety Footwear

- a) Employees required to wear safety footwear may purchase a pair of boots from an approved supplier which meets required safety standards. The boots will be paid for by the Board. If the selected boots cost more than \$200.00 + tax, the employee must pay the difference.
- b) Regular Custodial employees may purchase safety footwear which meets required safety standards on an annual basis. The safety footwear will be paid for by the Board. If the selected safety footwear costs more than \$100.00 + tax, the employee must pay the difference.

4. Coveralls

The Board has agreed to provide six (6) pairs of coveralls for mechanical trades for all emergency dirty jobs. Coveralls in sufficient numbers will be available for the use of grounds personnel.

5. Lab Coats

The Board will provide a lab coat allowance of forty dollars (\$40), payable in the last pay in September each year, to Science Lab Assistants who are working twenty-five (25) or more hours per week.

6. Trades Tools

Given that Tradespersons 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 tradesperson 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 lost, provided that in the case of vehicle storage the tools are not viewable from outside the vehicle and the name of the owner is affixed to the tool if it is reasonably practical to do so.

CLAUSE 19: RATES OF PAY

1. Rate Increases

The rates of pay for jobs included in the Job Evaluation Plan will be listed in Schedule A. The rates of pay for jobs not included in the Job Evaluation Plan will be listed in Schedule B.

2. Additional Earnings Statement

Where employees have earned overtime, a superior rate, holiday pay or any other sum affecting their gross earnings in any month must be included in their pay statement.

3. Budgetary Restraint

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

4. Speech Language Pathologists

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

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

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

5. .65%

a) Payment

The Board agrees to pay all permanent full-time and permanent part-time staff an additional .65% of their basic wage in a manner best suited to the Board's payroll system.

b) Leave of Absence

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

6. Premium Pay

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

a) Snow removal from school roofs, pathways, and sidewalks when these duties are not included in the employee's job description

b) Work performed for:

- i) Any work specifically assigned by the Manager of Facilities Services and designated as being eligible for “premium pay” prior to it being undertaken;
- ii) Cleaning boilers;
- iii) Asbestos removal or containment projects in crawl spaces;
- iv) Removal of dead rodents, birds or other animals from underneath structures or in eaves/attic areas when this work is a specific project and where the actual removal is of a duration of one or more hours.

7. First Aid Designates

The Board may designate Occupational First Aid Level I (OFA Level I) and Occupational First Aid Level II (OFA Level II) first aid attendants. Where necessary, such employees will receive training during work hours. When designated, OFA Level I’s shall receive 30 cents (30¢) per hour. When designated and qualified, OFA Level II’s shall receive 90 cents (90¢) per hour.

CLAUSE 20: JOB EVALUATION AND PROGRAM MAINTENANCE

1. Job Classifications/Reclassifications

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

CLAUSE 21: JOB CLASSIFICATIONS

1. Summer Scrub – Sub Foreperson II

Custodians placed in charge of custodial summer scrub crews under general supervision of a custodial Foreperson shall receive the rate of Custodial Sub Foreperson II.

2. Student Supervisors, Crossing Guards, Elementary School Assistants, Education Assistants

- a) Hours of Work/Day Rate – the normal hours of work for student supervisors will be one (1) hour and ten (10) minutes per day and the daily rate is reflective of travel time given the short period of work.
- b) The normal hours of work for crossing guards will be two (2) hours per day and the daily rate is reflective of travel time given the short periods of work.
- c) In the event that an elementary school assistant or educational assistant agrees to perform student supervision, the employee shall receive their regular rate of pay,
- d) In the event that a student supervisor vacancy arises, the Board may

combine the position at the end of the school year with that of an elementary school assistant or education assistant.

- e) Student supervisors and crossing guards will receive sixteen (16) per cent in lieu of all benefits and entitlements, including paid holidays, vacation, benefit plans and sick leave.

CLAUSE 22: CAR ALLOWANCE

1. Maintenance Department Vehicle Allowance

Where district vehicles are not provided and maintenance personnel are required by the district to use their own vehicles to carry out their work related duties, the following allowances will apply:

- a) Painters – Vehicle allowance will be seventy-five (\$75) per month.
- b) Carpenters – Vehicle allowance will be one hundred and fifty dollars (\$150) per month.

The above noted trades in (a) and (b) will continue to be entitled to mileage while receiving the vehicle allowance.

2. I.T. Department Vehicle Allowance

Where district vehicles are not provided and I.T. personnel are required by the district to use their own vehicles to carry out their work related duties, the vehicle allowance will be seventy-five (\$75) per month.

3. District Provided Vehicles

The employee will be expected to utilize the vehicle in a responsible and reasonable manner. A person provided with a district vehicle will receive a copy and must adhere to the guidelines for the use of the vehicle. Guidelines may be updated from time to time by the employer, any changes to the guidelines will be discussed with the Union prior to implementation.

4. Use of Private Vehicle

Mileage

- a) Where an employee is requested by the Board to use their own vehicle to carry out their work related duties, they may claim mileage at the rate based on Section 4 below.

Insurance Coverage

- b) If an employee who is utilizing their own vehicle to carry out their work related duties, is involved in a collision whereby the employee, as a result, is required to pay additional ICBC rates 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.

- c) An employee who is utilizing their own vehicle to carry out their work related duties, business insurance will be reimbursed as follows:
 - i) Up to one hundred and fifty dollars (\$150) per year;
 - ii) Employee must prove purchase;
 - iii) Will be pro-rated for partial year;
 - iv) Applies to persons who only get mileage;
 - v) Must drive in excess of one thousand seven hundred and seventy (1770) kilometres per year on Board business, except for Foremen;
 - vi) Payment made in fall of the year

5. Mileage Rates

- a) The mileage payment rate will be set annually on July 1st at the Canada Revenue Agency “reasonable” mileage allowance rate as reflected in the CCH Canada Ltd. Pay Source. At no time shall the mileage rate exceed the provincial government rate.
- b) In the event that an employee agrees to utilize their vehicle to attend some activity more than fifty-five (55) kilometres from the Board Office, then the employee will receive reimbursement for their gasoline costs.

6. Light Cartage Allowance

Designated employees on a voluntary basis carrying equipment, supplies or stores in a private vehicle, shall receive three dollars (\$3) per day on days when equipment is moved, plus a mileage rate based on Subsection 4 above. To qualify as equipment, supplies, or stores, materials shall be at least 11.34 kilograms or .20 cubic metres.

CLAUSE 23: SAFE WORK PRACTICES

1. Unsafe Practices

An employee should bring to the attention of their 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. If the employee feels that the safety concern is not adequately addressed, the employee shall refer the matter to the On-Site Health and Safety Committee. If the matter is not resolved, the employee may refer the matter to the District Health and Safety Committee.

2. Glass Installation

As a general rule, where there is only one custodian on duty at a school they/them 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.

3. Secondary Clerical Staff Working Alone

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

CLAUSE 24: TECHNOLOGICAL CHANGE

1. Notice to Union

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

2. Training Program

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

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

CLAUSE 25: REDUCTION OF SERVICES/CONTRACTING OUT

1. Security of the Bargaining Unit

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

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

a) Persons who are not included within the bargaining unit's jurisdiction shall not perform work which is currently or presently within the working jurisdiction of the bargaining unit, except in an emergency or for the purpose of instruction.

i) Volunteers shall not be used to displace or replace CUPE employees in number, of their hours worked, or both. Volunteers shall be restricted to the provision of supplementary levels of service in areas or roles which do not encompass confidential or administrative information.

3. Contracting Out

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

4. Guidelines

The parties agree to follow the contracting out guidelines established by them and dated December 8, 2022 as amended from time to time.

CLAUSE 26: CUSTODIAN WORKLOADS AND STANDARDS

1. Workloads

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

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

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

In the event that either Party refuses to accept a modification of the workload formula, it shall provide the other Party with written reasons and the Union shall have the right to make further representation to the Board. Persons shall be assigned to each school in accordance with the workload formula except that consideration shall be given to special circumstances which tend to deviate from the normal workload formula such as:

- i) Excessive classroom furnishings;
 - ii) Excessive use of the school by outside organizations (including night school);
 - iii) Use of facilities and circumstances which tend to increase the workload (art, science, industrial education, etc.).
- b) It is recognized that the amount of work and the quality of that work may not be maintained if already fully utilized hours are reduced in number.
 - c) A meeting of representatives of the Parties will take place in an effort to agree as to where staff reductions should take place if such reductions are required by the Board.
 - d) In the event of custodial reductions, the remaining employee will not be given new and additional duties such that the workload formula is compromised.
 - e) It is agreed that the Board has the right to determine what work is to be done and its frequency. When work is assigned, it is agreed that the workload formula shall apply, as outlined in this clause.

CLAUSE 27: HUMAN RIGHTS

1. No Discrimination

The Union and Board agree that any form of discrimination under the prohibited grounds of the B.C. Human Rights Code shall not be tolerated in the workplace. Where there exists a bona fide occupational requirement or an affirmative action program it shall not be considered discrimination.

2. Sexual and Personal Harassment

a) Preamble

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

- (i) If an employee feels they/them have been sexually or personally harassed, the employee or any member of the Union, if requested by the complainant, may attempt to resolve the matter by informing the alleged harasser and the participants shall attempt to reach agreement on a course of future conduct and/or proceed to Paragraph ii) herein.
- (ii) If an employee feels that they/them have been sexually or personally harassed the employee or any member of the Union, if requested by the complainant, may attempt to resolve the matter by lodging a grievance with the Human Resources Department. An investigation of the grievance shall take place as soon as reasonably possible and, in cases where sexual or personal harassment has occurred, disciplinary

action may be taken against the offender.

- (iii) Nothing contained herein shall preclude the right of an individual to pursue a complaint of sexual harassment with the Human Rights Commissioner.
- (iv) Complaints of sexual harassment shall be treated seriously and in strict confidence by the Board and the Union.
- (v) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a bona fide complaint of sexual harassment. False and/or malicious complaints shall be viewed as a serious matter.

b) Sexual Harassment

Sexual harassment includes:

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

c) Personal Harassment

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

3. Safe Working Environment

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

LETTER OF UNDERSTANDING NO. 1

January 23, 1987

Ms. Colleen Jordan, President CUPE Local 379
Burnaby, B.C.

Dear Ms. Jordan:

- (a) 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.
- (b) 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.
- (c) There shall be no loss of pay where a scheduled "outside activity" is cancelled without sixteen hours notice to the custodian. A telephone call to the custodian's home will be considered as notice having been given.

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

Yours truly,

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

LETTER OF UNDERSTANDING NO. 2

Emergency Snow/Ice Conditions – Change of Shift And Compensation

In the event of snow/ice conditions it may be necessary to change the shift of all or part of the grounds crew. This letter of understanding is to provide the district and CUPE Local 379 members with an understanding of how and when the shift can be changed due to snow/ice conditions and how those CUPE members affected will be paid.

Grounds Crew members who are required to change from their normal shift schedule and are informed no later than the end of their prior regular shift or in the case of changes to a Monday shift no later than 24 hours in advance, will work and be paid as follows:

- Grounds Crew members affected will work a minimum of 8 hours during the changed shift for that day and will be paid for the first 8 hours worked at time and a half.
- All hours worked beyond 8 hours will be paid under the normal overtime provisions.

Agreed to on this 31st day of October, 2006:
Revised this 8th day of December, 2022



Paul Simpson, President
CUPE Local 379

Harpinder Hothi
Executive Director, HR
School District 41

LETTER OF UNDERSTANDING NO. 3

Practica and Work Experience Opportunities

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

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

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

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

Dated: February 26, 1993

For the Board:

For CUPE Local 379:

M. D. Berardine

Terry Allen

LETTER OF UNDERSTANDING NO. 4

Clause 5(3) – Maintenance Department Vacancy – Less than Thirty Days

This Agreement is without prejudice and precedent to the Collective Agreement and other agreements between the Parties and will not be used by the Parties in any future grievances, arbitrations or other hearings except to enforce the terms agreed between the Employer and the Union.

Clause 5(3) Maintenance Department Vacancy – Less than Thirty Days in the July 1, 2022 to June 30, 2025 Collective Agreement between the parties will be replaced with the agreement noted in this Letter of Understanding

For the period between October 1, 2023 and June 30, 2025 the parties mutually agree that when there is a Maintenance Foreperson vacancy of less than thirty (30) days, the following will occur:

1. When vacant, the Board will post an Acting Maintenance Foreperson list for each category.
2. The successful applicant(s) will be determined as per Clause 4(2)(k).
3. The number of employees on the Acting Maintenance Foreperson list will be determined by the Board.
4. The Board will fill vacancies of up to thirty (30) days' by referring to the list and assigning assignments on a seniority basis.
5. If there are no candidates or selected candidates for the Acting Maintenance Foreperson list, the vacancy will be assigned to the senior employee in that category.
6. This Letter of Understanding is effective July 1, 2022 to June 30, 2025 after which time the language of the collective agreement will apply unless the parties mutually agree to continue this Letter of Understanding.

Date: December 8th, 2022

For the Board:



Harpinder Hothi
Executive Director, HR
Burnaby School District

For CUPE Local 379

Paul Simpson
President
CUPE Local 379

LETTER OF UNDERSTANDING NO. 5

Local Table Allocation Funds

The use of the Local Table Allocation funds provided by the Provincial Framework Agreement of 2019-2022 and 2022-2025 to support local bargaining initiatives will be allocated in the following manner and in the order stated:

1. Recruitment/Retention Supplementary Pay
 - a) Sign Language Interpreters will be provided an additional \$3.50 per hour.
 - b) Trades (Red Seal qualified) positions, except for HVAC Technicians and related Foreperson(s), will be provided an additional \$1.50 per hour.
 - c) HVAC Technician positions and related Foreperson(s) will be provided an additional \$3.00 per hour.
 - d) Education Assistant III's will be provided an additional \$0.50 per hour.
 - e) Information Technology employees will be provided an additional \$0.50 per hour

The Recruitment/Retention supplementary pay for the above noted positions has no bearing or impact on the application of the Gender-Neutral Job Evaluation Plan.

2. Collective Agreement Entitlement Adjustments

\$38,251.00 of the Local Table Bargaining Money will be used to modify Clauses 5(2); Clause 15(5)(e); Clause 18(3); Clause 19(6); Clause 22(1); and LOU #2 – Emergency Snow/Ice Conditions. The adjustments are noted below.

- a) Acting Pay – Temporary/Casual – Clause 5(2) will be eliminated. Temporary/Casual employees will be recognized in Clause 5(1).
- b) Meal Period Allowance – Clause 15(5)(e) will be adjusted to note an increase in allowance of \$10.00 for a total of \$15.00.
- c) Clothing and Tools – Clause 18(3) Safety Footwear will be adjusted in the following manner;
 - i) Employees required to wear safety footwear will be provided an additional \$20.00 for a total of \$200.00 + tax.
 - ii) Regular Custodial employees may purchase safety footwear which meets required safety standards on an annual basis. The safety footwear will be paid for by the Board. If the selected safety footwear costs more than \$100.00 +tax, the employee must pay the difference.

- d) Premium Pay – Clause 19(6) will be adjusted to include premium pay of ten (10) percent of the employees’ basic rate of pay for snow removal from sidewalks and pathways for those positions that do not have snow removal duties noted in their job description.
- e) Car Allowance – Clause 22(1) will be adjusted to include an allowance of \$75.00 per month for I.T. employees required to use their own vehicles to carry out their work related duties.
- f) Letter of Understanding #2 – Emergency Snow/Ice Conditions will be adjusted to eliminate call out and 10% premium pay in the event of a change in hours for Grounds employees and in its place, Grounds employees will be paid at time and one-half if there is a change in hours of work.

3. Hours of Work

- a) Office Support Clerk Hours – the budget for office support clerk hours will be increased by \$100,000.00 to support additional office support clerk hours assigned to schools. If the Employer makes cuts to the budget office support clerk, the Union may initiate the re-negotiation of the use of these funds.
- b) Secondary Schools – Education Assistants, Education Assistants – IB: Education Assistants – Braille/Transcriber Hours of Work – Any remaining funds will be reserved for Regular Part Time Education Assistants; Education Assistants – IB: Education Assistants – Braille/Transcribers working 27.5 base hours or more at a Secondary School will be provided additional minutes per week of work to the maximum of 30 hours/week inclusive of regular base hours, spring break minutes, LIF minutes, and additional minutes. The affected positions will be posted as 27.5 base hours.

Annual additional minutes will be determined based on available funds each year.

- c) All Education Assistant III’s – Any remaining funds will be reserved for Regular Part Time Education Assistants III’s working 27.5 base hours of more will provided additional minutes per week of work to the maximum of 30 hours/week inclusive of regular base hours, spring break minutes, LIF minutes, and additional minutes. The affected positions will be posted as 27.5 base hours.

Annual additional minutes will be determined based on available funds each year.

- d) Elementary Schools – Education Assistants, Education Assistants – IB; Education Assistants – Braille/Transcriber Hours of Work – Any remaining funds will be reserved for Regular Part Time Education Assistants; Education Assistants – IB; Education Assistants – Braille/Transcribers working 27.5 base hours or more at an Elementary School. These employees will be provided additional minutes per week of work to the maximum of 30 hours/week inclusive of regular base hours, spring break minutes, LIF minutes, and additional minutes. The affected positions will be posted as 27.5 base hours.

Annual additional minutes will be determined based on available funds each year.

- e) Education Assistants; Education Assistants III; Education Assistants – IB; Education Assistants – Braille/Transcriber Hours of Work – Any remaining funds will be reserved for Regular Part Time Education Assistants; Education Assistants III; Education Assistants – IB; Education Assistants – Braille/Transcribers working 30 hours/week. The specific use of the remaining funds will be determined by mutual agreement.

Annual additional minutes will be determined based on available funds each year.

4. Calculation of Local Table Money

The total allocation will be calculated on an annual basis (for use at the start of the school year) and shall not exceed the assigned Local Table Bargaining Money.

5. Year 1 – July 1, 2022 to June 30, 2023

The use of the Local Table Bargaining Money funds provided by the Provincial Framework Agreement of 2019-2022 and 2022-2025 to support local bargaining initiatives in Year 1 will be allocated in the following manner and in the order stated:

- a) Upon ratification, Section 1 – Recruitment/Retention Supplementary Pay and Section 2 – Collective Agreement Entitlement Adjustments will be applied retroactively to the date of July 1, 2022
- b) Upon ratification, Section 3 – Hours of work as noted in this Letter of Understanding will not be applied, Instead, the following will occur at a mutually agreed upon time.
 - i) All Education Assistants, Education Assistants III, Education

Assistants- IB, Education Assistants – Braille/Transcriber working 27.5 base hours or more will be provided additional minutes per week of work to the maximum of 30 hours/week inclusive of regular base hours, spring break minutes, LIF minutes, and additional minutes.

APPENDIX B

Program Maintenance

7.1 It is important to maintain accurate job specifications and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. In order to maintain the program, the following process will be enacted:

- a) Following completion of the current Job Evaluation Program, jobs will be divided into groups such that 20% of jobs will be addressed each following year.
- b) Employees within the affected jobs in any one year will be surveyed and asked what changes have occurred to their jobs since the job specification was written.
- c) The results of the above survey will be reviewed by the Joint Job Evaluation Committee (JJEC) and changes will be enacted.

Job Analysis and Evaluation Procedures for New Jobs

- d) Whenever the employer wishes to establish a new job, the following procedures shall apply:
 - i) A Job Analysis Questionnaire¹ will be completed by the supervisor of the new position and submitted to Human Resources Services of School District 41 – Burnaby.
 - ii) One Employer and one Union representative of the JJEC will draft a job specification for the new position. The job specification and supporting materials will be presented to the committee as a whole who will rate the job using the established General Neutral Job Evaluation Plan.
 - iii) The job shall then be posted in accordance with the Collective Agreement with a notation that the temporary pay rate is under review and any person appointed to the job shall be paid the temporary pay rate.

¹ This form (Appendix A) is found in the Terms of Reference, Job Evaluation Program for School District 41 – Burnaby and CUPE Local 379 dated February 2, 1994.

- iv) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall be surveyed do determine whether the established job specification continues to reflect the duties performed in the position. Again, the JJEC will meet to review any changes and to rate the job.
- v) If the job is rated at a pay grade higher than the temporary pay rate, the incumbent's rate of pay shall be adjusted retroactive to the date of their appointment to the job.
- vi) If the job is rated at a pay grade lower than the temporary pay rate, the incumbent's rate of pay will be adjusted to the lower rate at the beginning of the next pay period following notification of the employee by Human Resources Department.
- vii) Once the job specification has been revised and a rating established, a copy of the job specification and a rationale of the rating will be provided to the supervisor and the incumbent(s). viii) If either the incumbent(s) or the supervisor wish to dispute the decision of the JJEC, either may request consideration of the specification or the rating by completing and submitting a Job Evaluation Reconsideration Form², stating the reason(s) for disagreement. Any such request shall be submitted within thirty (3) days of the issue of the rating. Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the committee. The JJEC shall consider the request and make a unanimous decision which shall be considered final and binding upon the parties and all employees affected. The committee shall inform both the incumbent(s) and the supervisor of its decision.
- ix) When agreed upon, the job specification shall be dated and signed by the Employer and the Union to signify their mutual agreement.

² This form (Appendix B) is found in the Terms of Reference Job Evaluation Program for School District 41 – Burnaby and CUPE Local 379 dated February 2, 1994.

Job Analysis and Evaluation Procedures for Changed Jobs

- a)** i) Whenever the Director of Human Resources Department or designate authorizes changes to the duties and responsibilities of a job, Human Resources Department will initiate a job evaluation review by asking the supervisor to complete and submit a Job Evaluation Reconsideration Form.
ii) Whenever the incumbent(s) and Union feel the duties and responsibilities of job(s) have changed or that the employee(s) are improperly classified, the incumbent(s) and Union may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form.
- b)** Upon receipt of a completed Job Evaluation Reconsideration Form, one Employer and one Union representative of the JJEC shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve requesting the incumbent(s) and supervisor to complete a Job Analysis Questionnaire, interviewing of incumbents and/or supervisors and/or visits to the job site. Based on this information, the job specification shall be updated as necessary. The Board retains the right to have an employee revert to the original posted position as per the original job specification.
- c)** Where it has been determined by the JJEC that the job specification has in fact changed, the job shall be rated by the committee within the guidelines of the established Gender Neutral Job Evaluation Program and a new rating for the job shall be established. The incumbent(s) and the supervisor shall be advised of the rating decision and its rationale.
- d)** If the job is rated at a pay grade higher than the existing pay grade, then the incumbent's rate of pay shall be adjusted retroactive to the date that the Job Evaluation adjusted retroactive to the date that the Job Evaluation Reconsideration Form was received in Human Resources Department. The incumbent(s) will be placed at the salary step which represents the next higher dollar value.
- e)** If the incumbent(s) and Union request a job evaluation review and the resulting review determines that the job is rated at a pay grade lower than the existing pay grade, then the incumbent's rate shall be red circled and continue at the old rate until surpassed by the new rate for that job. However, if the Employer downgrades the duties and responsibilities of a job in accordance with 7.3.a.i above, then the incumbent shall be displaced with bumping rights and the new position will be posted. Any new incumbent to the job shall receive the rate as established by the evaluation process.
- f)** After a job evaluation review has been completed, no further review will be conducted for a period of 12 months.

Settlement of Disputes

8.1 In the event that the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Gender Neutral Job Evaluation Program, the committee shall request, within five (5) working days, that each party designate an advisor to meet with the committee. The two (2) advisors shall meet with the committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors, the committee remains unable to agree upon the matter in dispute, the committee shall advise, in writing, the Union and the Employer of this fact, within ten (10) working days.

8.2 The Union and the Employer will meet to discuss the differences. If no agreement is reached within fifteen (15) days of the meeting, either party shall have the right to submit the question to the Management Committee of the Board.

8.3 If the Management Committee of the Board is unable to effect a settlement of the issue within fifteen (15) days or if the parties agree that the matter will not be submitted to the Management Committee, either party shall have the right to submit the question to expedited arbitration. An arbitrator with experience in job evaluation will be selected from an established list.

8.4 The arbitrator shall decide the matter within ten (10) days and the decision shall be final and binding on the parties. The arbitrator shall be bound by the Gender Neutral Job Evaluation Program and supporting documentation and shall not have the power to modify and amend any of the provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.

8.5 The arbitrator's fees and expenses shall be borne equally between the parties.

8.6 The time limits contained in this article may be extended by mutual agreement of the parties.

APPENDIX C

Provincial Framework Agreement (“Framework”)

between

BC Public School Employers' Association ("BCPSEA")

and

The K-12 Presidents' Council and Support Staff Unions ("the Unions")

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

1. Term

July 1, 2022 to June 30, 2025

2. Wages Increases

General wage increases as follows:

July 1, 2022: \$0.25 per hour wage increase plus an additional 3.24%

July 1, 2023: 5.5% and up to 1.25% COLA adjustment

July 1, 2024: 2.0% and up to 1.0% COLA adjustment

The COLA adjustments will be the annualized average of BC CPI over twelve months per paragraph 4 below

3. Wage Increase Retroactivity

- a. Employees employed on the date of ratification who were employed on July 1, 2022 shall receive retroactive payment of wage increases to July 1, 2022.
- b. Employees hired after July 1, 2022 who were employed on the date of ratification, shall have their retro-active pay increase pro-rated from their date of hire to the date of ratification.

- c. Employees who retired between July 1, 2022 and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2022 to date of retirement.

4. COLA Adjustment

The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in paragraph 2 of the Provincial Framework Agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

5. Public Sector Wage Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This paragraph 5 will be effective during the term of the K-12 Provincial Framework Agreement.

6. Local Table Bargaining Money

Provide ongoing funding to the support staff local tables in the amount of:

Year	Amount	District Minimum
2022/2023	\$11,500,000	\$40,000
2023/2024	\$13,800,000	\$50,000
2024/2025	\$17,800,000	\$60,000

This money will be prorated according to student FTE providing that each district receives the district minimum amount.

The district and local must reach agreement on its use and implementation as part of their local discussions. The money may not be used for a general wage increase.

7. Provincial Labour Management Committee

The parties agree to maintain a Provincial Labour Management Committee (PLMC) to discuss and problem solve issues of mutual provincial interest, including issues referred from provincial committees established under this Framework Agreement. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

The PLMC shall not discuss local grievances or have the power to bind local parties to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either provincial party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the 2022 Framework Agreement and agree to include Workplace Health and Safety as a standing agenda item.

8. Support Staff Education Committee (SSEC)

Structure:

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

Mandate:

The mandate of the committee is to manage the distribution of education funds for the following:

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;

- b) Developing and delivering education opportunities to enhance service delivery to students;
- c) Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;
- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;
- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations.

Terms of Reference:

The SSEC shall update, not later than January 31, 2023, the terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Labour Management Committee (PLMC).

Funding:

Commencing July 1, 2022, there will be \$50,000 of annual funding allocated for the purposes set out above. Commencing July 1, 2024, there will be an additional \$1,000,000 of annual funding allocated for the purposes set out above.

9. Safety in the Workplace

The parties agree that prevention of violence in the workplace is of paramount importance. The parties commit to providing a healthy and safe working environment that includes procedures to minimize the risk of workplace violence, such as Individual Safe Work Instructions or equivalent and the obligation to report and investigate incidents of workplace violence.

10. Provincial Joint Health and Safety Taskforce

The provincial parties will establish a Provincial Joint Health and Safety Taskforce of not more than four (4) members appointed by CUPE and four (4) members appointed by BCPSEA. Each provincial party will consider the appointment of subject matter experts in occupational health and safety. Either provincial party may bring resource people as required, with advance notice to the other party. These resource people will be non-voting and at no cost to the

taskforce. Costs associated with this Taskforce will be provided from existing SSEAC funds.

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;
- b) support the Support Staff Education Committee (SSEC) in the development of training related to the 2021 Workplace Violence Prevention Toolkit;
- c) provide a joint communication on the availability of training related to the 2021 Workplace Violence Prevention Toolkit for all Occupational Health and Safety Committees;
- d) review and update as required the Joint Health and Safety Evaluation Tool resulting from the 2019-2022 Provincial Framework Agreement;
- e) provide the reviewed Joint Health and Safety Evaluation Tool to each school district and local union;
- f) Identify and share best practices for the development of Individual Safe Work Instructions or equivalent.

11. Job Evaluation

The work of the provincial job evaluation steering committee (the JE Committee) will continue during the term of this Framework Agreement. The objectives of the JE Committee are as follows:

- Review the results of the phase one and phase two pilots and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Gather data from all school districts and match existing job descriptions to the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Develop a methodology to convert points to pay bands - The confirmed method must be supported by current compensation best practices.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined above is appropriate.

It is recognized that the work of the committee is technical, complicated, lengthy and onerous. To accomplish the objectives, the parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

When the JE plan is ready to be implemented, and if an amendment to an existing collective agreement is required, the JE Committee will work with the local School District and Local Union to make recommendations for implementation. Any recommendations will also be provided to the Provincial Labour Management Committee (PLMC).

As mutually agreed by the provincial parties and the JE Committee, the disbursement of available JE funds shall be retroactive to January 2, 2020-

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time have been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the provincial parties regularly during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be referred to the PLMC.

Create a maintenance program to support ongoing implementation of the JE plan at a local, regional or provincial level. The maintenance program will include a process for addressing the wage rates of incumbents in positions which are impacted by implementation of the JE plan.

The provincial parties confirm that \$4,419,859 of ongoing annual funds will be used to implement the Job Evaluation Plan.

Effective July 1, 2022, there will be a one-time pause of the annual \$4,419,859 JE funding. This amount has been allocated to the local table bargaining money. The annual funding will recommence July 1, 2023.

12. Committee Funding

There will be a total of \$150,000 of annual funding allocated for the purposes of the Support Staff Education Committee, the Provincial Labour Management Committee and the Provincial Joint Health and Safety Committee.

13. Public Education Benefits Trust

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement on Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.
- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

14. Benefits

- a. Effective July 1, 2023, provide \$3 million dollars as ongoing annual funding to explore enhancements to the Standardized Extended Health Plan, including dental coverage, counselling and other improvements to benefits.

A one-time joint committee of up to four representatives appointed by BCPSEA and up to four representatives appointed by support staff unions will determine the enhancements to be implemented.

Any residual from the benefits standardization will be allocated to the Job Evaluation Fund.

- b. Effective July 1, 2023, provide \$1,000,000 one-time money to the PEBT to be utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost considerations, and relapse response.

15. Production of Local Collective Agreements

BCPSEA commits to providing a draft 2022 local collective agreement which includes all negotiated updates, within 30 days of ratification by the local parties. The draft collective agreement will be provided in editable format with changes tracked for the local parties to review.

16. Demographic, Classification and Wage Information

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

17. Unpaid Work

In accordance with the *Employment Standards Act*, no employee shall be required or permitted to perform unpaid hours of work.

18. Education Assistant Credential Standardization

Should the Ministry of Education initiate discussions regarding standardized credentials for Education Assistants, the provincial parties will each send a letter to request participation in the process.

19. Provincial Framework Bargaining 2025

The Parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents Council to facilitate the next round of provincial bargaining. \$250,000 will be allocated as of July 1, 2023.

20. Provincial Dispute resolution

The provincial parties may mutually agree to refer a dispute under Provincial Framework Agreement to final and binding arbitration.

21. Funding

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

22. Employee Support Grant

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

23. Adoption of the Provincial Framework Agreement

The rights and obligations of the local parties under this Provincial Framework Agreement are of no force or effect unless the collective agreement has been ratified by both parties no later than January 25, 2023, or a later date as established by the provincial parties if the local parties are engaged in mediation.

Dated this 15th day of September, 2022.

The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

K-12 Presidents' Council and Support Staff Unions

_____ "Paul Simpson" _____

_____ "Justin Schmid" _____

_____ "Kirsten Daub" _____

_____ "Jeff Virtanen" _____

_____ "Gray Boisvert" _____

_____ "Tammy Carter" _____

_____ "Michelle Bennett" _____

_____ "Patti Pocha" _____

BC Public School Employers' Association

_____ "Leanne Bowes" _____

_____ "Bruce Anderson" _____

_____ "Alan Chell" _____

_____ "Kyle Uno" _____

_____ "Tammy Sowinsky" _____

_____ "Rae Yu" _____

_____ "Richard Per" _____

_____ "Ken Dawson" _____

_____ “Denise Bullock” _____

_____ “David Bollen” _____

_____ “Monica Brady” _____

_____ “Warren Williams” _____

_____ “Tim DeVivo” _____

_____ “Jane Massy” _____

_____ “Amber Leonard” _____

_____ “Jason Franklin” _____

_____ “Christina Forsyth” _____

_____ “Tammy Murphy” _____

_____ “Jeannette Beauvillier” _____

_____ “Daun Frederickson” _____

_____ “Tracey O’Hara” _____

_____ “Katarina DiSimo” _____

_____ “Nancy Brennan” _____

_____ “Eric Harvey” _____

_____ “Alex Dounce” _____

Appendix C

Provincial Framework Agreement

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

Re: Employee Support Grant (ESG) after June 30, 2022

This Employee Support Grant (ESG) establishes a process under which employees covered by 2022 – 2025 collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers’ Federation (“BCTF”) or lockout by BCPSEA after June 30, 2022.

1. The ESG will be available provided that:
 - a. A board and local union have a collective agreement which has been ratified by both parties no later than January 25, 2023 and,
 - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
 - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
 - b. The residual 25% of the employees’ base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.

4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.
5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on 15th September, 2022 by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Paul Simpson

Approved and Adopted by:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT #41 (BURNABY)

This ___ day of _____ 2023

THE CANADIAN UNION OF PUBLIC EMPLOYERS, LOCAL# 379

This ___ day of _____ 2023

Signed on Behalf of:

The Board of Education of School
District No. 41 (Burnaby)



Signed on Behalf of:

The Canadian Union of Public
Employees, Local 379

Harpinder Hothi

Executive Director – HR

Paul Simpson

President, CUPE Local 379

SCHEDULE A – Pay Scales

Position	1-Jul-22	1-Jul-23	1-Jul-24
	\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
Labourer	\$ 26.82	\$ 28.63	\$ 29.20
Custodian	\$ 27.48	\$ 29.34	\$ 29.92
Library Assistant	\$ 27.48	\$ 29.34	\$ 29.92
Secondary School Assistant	\$ 28.12	\$ 30.02	\$ 30.62
Food Service Worker I	\$ 28.74	\$ 30.68	\$ 31.29
Office Support Clerk	\$ 28.74	\$ 30.68	\$ 31.29
Office Support Clerk - Burnaby Online	\$ 28.74	\$ 30.68	\$ 31.29
On-Call Clerk	\$ 28.74	\$ 30.68	\$ 31.29
Receptionist	\$ 28.74	\$ 30.68	\$ 31.29
Accounts Payable Clerk I	\$ 29.39	\$ 31.37	\$ 32.00
Truck Driver/Groundskeeper	\$ 29.39	\$ 31.37	\$ 32.00
Duplicating Services Clerk	\$ 30.01	\$ 32.04	\$ 32.68
Maintenance Services Clerk I	\$ 30.01	\$ 32.04	\$ 32.68
Office Support Secretary	\$ 30.01	\$ 32.04	\$ 32.68
Bookkeeper/Financial Asst.	\$ 30.66	\$ 32.73	\$ 33.38
Facility Rentals Clerk	\$ 30.66	\$ 32.73	\$ 33.38
Custodial Sub Foreperson I	\$ 30.66	\$ 32.73	\$ 33.38
Office Support Secretary - District Student Records	\$ 30.66	\$ 32.73	\$ 33.38
Purchasing Assistant	\$ 30.66	\$ 32.73	\$ 33.38
Accounts Payable Clerk II	\$ 31.28	\$ 33.39	\$ 34.06
Food Service Instructional Assistant	\$ 31.28	\$ 33.39	\$ 34.06
Groundskeeper I	\$ 31.28	\$ 33.39	\$ 34.06
Health & Safety Assistant	\$ 31.28	\$ 33.39	\$ 34.06
Prov. Outreach Program Secretary	\$ 31.28	\$ 33.39	\$ 34.06
Vision Program Assistant / Transcriber	\$ 31.28	\$ 33.39	\$ 34.06
Administrative Secretary	\$ 31.93	\$ 34.09	\$ 34.77
BCSD Secretary	\$ 31.93	\$ 34.09	\$ 34.77
Custodial Sub Foreperson II	\$ 31.93	\$ 34.09	\$ 34.77
Education Assistant	\$ 31.93	\$ 34.09	\$ 34.77
International Education Secretary	\$ 31.93	\$ 34.09	\$ 34.77
Library Technician	\$ 31.93	\$ 34.09	\$ 34.77
On-Line Secretary	\$ 31.93	\$ 34.09	\$ 34.77
Computer Support Technician I	\$ 32.45	\$ 34.64	\$ 35.33
Facilities Technologist	\$ 32.56	\$ 34.75	\$ 35.45
Early Learning Facilitator	\$ 32.56	\$ 34.75	\$ 35.45

Family Drop-In Facilitator	\$ 32.56	\$ 34.75	\$ 35.45
Junior Accountant	\$ 32.56	\$ 34.75	\$ 35.45
Education Assistant – Intensive Behaviour	\$ 32.56	\$ 34.75	\$ 35.45
School Admin. Secretary I	\$ 32.56	\$ 34.75	\$ 35.45
Settlement Worker	\$ 32.56	\$ 34.75	\$ 35.45
Youth & Family Worker – Immigrant Youth	\$ 32.56	\$ 34.75	\$ 35.45
Education Assistant III-Autism	\$ 33.07	\$ 35.30	\$ 36.01
Sign Language Interpreter	\$ 36.17	\$ 38.61	\$ 39.38
Deaf/Blind Intervenor	\$ 33.19	\$ 35.43	\$ 36.14
EA Braille/Transcriber	\$ 33.19	\$ 35.43	\$ 36.14
Indigenous Youth Engagement Worker	\$ 33.19	\$ 35.43	\$ 36.14
School Admin. Secretary II	\$ 33.19	\$ 35.43	\$ 36.14
Student Info System Operator	\$ 33.19	\$ 35.43	\$ 36.14
Painter	\$ 37.41	\$ 39.93	\$ 40.73
Application Support Technician	\$ 33.71	\$ 35.98	\$ 36.70
Payroll & Benefits Coordinator	\$ 33.81	\$ 36.09	\$ 36.81
International Student Assistant	\$ 33.81	\$ 36.09	\$ 36.81
Maintenance/Facilities Assistant	\$ 33.81	\$ 36.09	\$ 36.81
School Admin. Secretary III	\$ 33.81	\$ 36.09	\$ 36.81
Youth & Childcare Worker - Connect Worker	\$ 33.81	\$ 36.09	\$ 36.81
Youth & Childcare Worker - Intensive Behaviour Support	\$ 33.81	\$ 36.09	\$ 36.81
Youth & Childcare Worker - Youth Engagement Support	\$ 33.81	\$ 36.09	\$ 36.81
Youth&Childcare Worker-Elementary Connection worker	\$ 33.81	\$ 36.09	\$ 36.81
YES Worker - Indigenous	\$ 33.81	\$ 36.09	\$ 36.81
YES Adventure Based Learning	\$ 33.81	\$ 36.09	\$ 36.81
YES Worker – Youth In Care	\$ 33.81	\$ 36.09	\$ 36.81
Sign/Graphics Painter	\$ 38.05	\$ 40.61	\$ 41.43
Technical Support Specialist	\$ 34.32	\$ 36.64	\$ 37.37
Communications Specialist	\$ 34.47	\$ 36.80	\$ 37.53
Custodian Foreperson M/F	\$ 34.47	\$ 36.80	\$ 37.53
Education Engagement Support Worker	\$ 34.47	\$ 36.80	\$ 37.53
Orientation & Mobility Specialist		\$ 36.80	\$ 37.53
School Accounting Coordinator	\$ 34.47	\$ 36.80	\$ 37.53
Web Developer	\$ 34.47	\$ 36.80	\$ 37.53
Carpenter	\$ 38.66	\$ 41.27	\$ 42.09
Electrical Installer	\$ 38.66	\$ 41.27	\$ 42.09
Millwright/Welder	\$ 38.66	\$ 41.27	\$ 42.09
Electrician	\$ 38.66	\$ 41.27	\$ 42.09
Payroll Supervisor	\$ 35.10	\$ 37.47	\$ 38.22

Plumber	\$ 39.31	\$ 41.97	\$ 42.81
District Safe School Specialist - Substance Use	\$ 35.76	\$ 38.17	\$ 38.93
HVAC Technician	\$ 43.26	\$ 46.18	\$ 47.10
Buyer - Senior	\$ 36.37	\$ 38.83	\$ 39.60
Safe School Specialist	\$ 36.98	\$ 39.47	\$ 40.26
Purchasing Team Lead	\$ 36.98	\$ 39.47	\$ 40.26
Grounds Foreperson	\$ 39.08	\$ 41.58	\$ 42.37
Painter Foreperson	\$ 40.63	\$ 43.23	\$ 44.05
Electrical Trades Foreperson	\$ 41.26	\$ 43.90	\$ 44.74
Carpentry Foreperson	\$ 41.26	\$ 43.90	\$ 44.74
Energy Foreperson	\$ 44.87	\$ 47.76	\$ 48.67
Electrical/Mechanical Foreperson	\$ 44.87	\$ 47.76	\$ 48.67

* July 1, 2024 COLA adjustments will be confirmed by PSEC in March each year. 2024 COLA max is 1%.

SCHEDULE B

Jobs Not Part of the Job Evaluation Plan

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

Pay Grade	Job #	Job Classification Title	July 1, 2022 3.24% increase	July 1, 2023 6.75% increase	July 1, 2024 2.0% increase
			Rate of Pay	Rate of Pay	Rate of Pay
28	160	Crossing Guard (Daily Rate) (22.73/hr)	49.34	52.67	53.72
29	790	Student Supervisor (Daily Rate) (24.54/hr)	31.14	33.25	33.91
		Speech Language Pathologist - Non Masters (Annual Salary)			
	750	Speech Language Pathologist - Masters (See BTA Schedule)	47.47	50.67	51.69
24	510	Network Support Technician (Annual Salary)	83,096.00	88,704.98	
	0066	Application Support Technician II	83,096.00	88,704.98	
26	0067	Team Lead - Client Services	87,464.00	93,367.82	
	0068	Team Lead - Network Services	87,464.00	93,367.82	
25	080	Business Services Manager (PSD)	39.75	42.43	43.28

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