

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

SCHOOL DISTRICT NO. 39 (VANCOUVER)

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 963

2019 JULY 01 to 2022 JUNE 30

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THIS AGREEMENT, effective A.D. 2019 the first day of July

BETWEEN The Board of Education of School District No. 39 (Vancouver) in the Province of British Columbia, hereinafter called "The Board"

OF THE FIRST PART

AND Local 963, International Union of Operating Engineers, A.F.L., C.I.O., of the City of Vancouver in the Province of British Columbia, representing A. Building Engineers/Assistant Building Engineers; B. Head Custodians/ Assistant Head Custodians; C. Maintenance Engineers; D. Custodians; E. Britannia Community Services Centre; F. Cafeteria Teachers' Aides/Food Service Workers; G. Supervision Aides, H. Carpet Cleaner/Custodian, Hairdressers and other employees that come under the jurisdiction of this Union, hereinafter called, "The Union".

As of July 1, 2019, the following classifications are no longer in effect: Carpet Cleaner/Custodian, Ice Custodian, Pool Custodian, and Hairdresser. Should they be reinstated they will form part of this Collective Agreement.

OF THE SECOND PART

WHEREAS the Board is an employer within the meaning of the Labour Relations Code of British Columbia,

AND WHEREAS the Union is a trade union within the meaning of the said Code and is the bargaining authority for that group of employees engaged in the cleaning, heating and servicing of the schools,

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

1. TERM OF AGREEMENT

This Agreement shall be for a term **three (3)** years from 2019 July 1 to 2022 June 30 both dates inclusive.

(A) Section 50 of the Labour Relations Code

The parties to this collective agreement agree to exclude the operation of Section 50, subsections (2) and (3), of the Labour Relations Code of BC (1996)

(B) Salary Increase

General wage increases as follows:

Effective July 01, 2019: 2.0%

Effective July 01, 2020: 2.0%

Effective July 01, 2021: 2.0%

2. DEFINITIONS AND COVERAGE FOR BENEFITS

The following definitions shall apply in this Agreement:

(A) Permanent Employee

An employee working full time who has served a probationary period of not less than six (6) months continuously in a position which is expected to be permanent, and whose appointment to the permanent staff has been approved by the Board on recommendation of the Operations **Department** or appropriate department head. Such an employee is entitled to all Benefits provided by the Agreement.

(B) Probationary Employee

An employee working full time who is engaged for a trial period of not less than six (6) **working** months for twelve (12) month employees and three (3) **working** months for ten (10) month employees to determine suitability for a position which is expected to be continuous. **They** shall not be placed on the permanent staff until the appointment is approved by the Board on recommendation of the Operations **Department** or appropriate department head. Such an employee shall receive fourteen per cent (14%) of basic pay in lieu of all Benefits, except statutory entitlements.

(C) Termination During Probationary Period

The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position in which **they are** placed in a probationary capacity. At any time during that period, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for permanent employment.

(1) Suitability

A probationary employee's suitability for regular employment will be decided on the basis of factors such as:

- (a) the quality of **their** work
- (b) **their** conduct
- (c) **their** capacity to work harmoniously with others
- (d) **their** ability to meet acceptable production standards.

(2) Commencement of Benefits Based on Length of Service

If a probationary employee continues in the same position on a permanent basis, seniority, holidays, Benefits and other perquisites referable to length of service shall be based on the original date of employment.

(3) Promotion While on Probation

In the event that an employee is promoted while still on probation, it shall be assumed that the initial probationary period has been successfully concluded. Such employee shall commence Benefits based on length of service. The provisions of Clauses 11. (B)(3)(a)(4) and 11. (C)(2) shall then apply.

2. DEFINITIONS AND COVERAGE FOR BENEFITS – Continued

(D) Notification of Retirement

There is no minimum retirement age. For information regarding the Municipal Pension Plan, information is available from the Pension Corporation of B.C.

Employees are encouraged to notify the Board a minimum of thirty (30) days in advance of their retirement for timely payment of pension and available accruals.

3. UNION SECURITY

All employees, present and future, must as a condition of continuing employment maintain their membership in the Union.

The Board agrees on receipt of appropriate notice in writing to deduct dues and assessments as levied by the Union.

The Union agrees that no member shall be expelled or suspended, except for non-payment of dues and assessments and as provided in its Constitution and By-Laws.

The Board agrees that the Business Manager of the Union shall be made aware of all new appointees.

No employee shall be required or permitted to make any written or verbal agreement with the Board or its Representatives which may conflict with the terms of this collective agreement.

4. GRIEVANCE PROCEDURE

Any differences concerning the dismissal, discipline or suspension of any employee or the interpretation, application, or operation of this Agreement, or any alleged violation of this Agreement, and any question as to whether any matter is arbitrable, shall be dealt with without undue delay, or stoppage of work, in the following manner:

(A) Stage 1: A Grievance Form (attached as Appendix B) shall be completed by the Union or by the Board and submitted to the respective party upon becoming aware of the alleged breach of the collective agreement. A meeting shall be held within five (5) working days between a Union representative and **an Operations Supervisor** in the case of Operations personnel or the Principal (or delegate) in the case of Cafeteria Workers. A response to the grievance shall be made in writing within five (5) working days from the date of the Stage 1 meeting. The time may be extended only with the written consent of the Union and the Board prior to the end of the five (5) working day period.

(B) Stage 2: If a settlement is not reached at Stage 1, a meeting will be held within five (5) working days between a Union representative and the Operations Manager in the case of Operations personnel or the **Employee Relations Representative** (or delegate) in the case of Cafeteria Workers. A response to the grievance shall be made in writing within five (5) working days from the date of the Stage 2 meeting. The time may be extended only with the written consent of the Union and the Board prior to the end of the five (5) working day period.

4. GRIEVANCE PROCEDURE – *Continued*

- (C) Stage 3: If a settlement is not reached at Stage 2, a meeting will be held within five (5) working days between a Union representative and the Associate Superintendent - Human Resources (or delegate). A response to the grievance shall be made in writing within five (5) working days from the date of the Stage 3 meeting. The time may be extended only with the written consent of the Union and the Board prior to the end of the five (5) working day period.

If the time limits established by this procedure are violated and no extensions have been agreed to by the parties then the grievance shall advance to the next stage.

- (D) Stage 4: Arbitration - If a satisfactory conclusion is not reached at Stage 3 within ten (10) working days, each party shall **suggest** an **arbitrator** and shall notify the other party of the name and address of its appointee.

- (E) **(1)** The award of the Arbitration Board shall be final and binding upon the parties.
- (2)** Should the parties disagree as to the meaning of the award, either party may apply to the Chairperson to reconvene the Board to clarify the award, which it shall be within forty-eight (48) hours.
- (3)** The time limits fixed by this procedure may be extended by written consent of the parties to this Agreement.
- (4)** Each party shall pay:
- (a)** one-half (1/2) the remuneration and expenses of the **arbitrator**;
 - (b)** the costs of all witnesses except those of the grievor, whose salary shall be met by the Board.

- (F) Expedited Grievance

The parties agree that in the case of a grievance arising out of the dismissal of an employee, Stage 1 and Stage 2 of the grievance procedure shall be omitted and the grievance shall be advanced directly to Stage 3.

- (G) Right to Representation

At any step in the grievance procedure or for any meeting for which disciplinary action is contemplated, every member of the bargaining unit has the right to be represented by a Union representative and the Board shall inform the employee of this right. The Board shall provide advance notice to the Union in a timely manner so that a Union representative can be present.

- (H) Dismissal

Any employee bound by the Agreement who alleges wrongful dismissal, discipline or suspension shall be entitled to have such grievance settled in accordance with the Grievance Procedure set forth above. If such employee is found by the Board of Arbitration to have been dismissed, disciplined, or suspended for other than proper cause, then such Board shall direct the employer to make an order in accordance with the provisions of the Labour Relations Code of British Columbia. An employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

5. APPLICATION OF WAGE RATE SCHEDULE

(A) Bank Deposit of Salary

The employer shall pay wages for all employees directly into the bank account, credit union or other acceptable financial institution designated by the employee. Lead time for deposit shall be sufficient to ensure deposit to an employee's account on the normal date for a pay day. Cheque statements will include annual running totals of income tax, E.I., C.P.P., Municipal Pension Plan, sick leave credits, gratuity days, annual vacation, bonus vacation and taxable Benefits. Current balances will vary due to processing.

(B) T4 Slips

The Payroll Department shall retain records in a way which shall produce at the end of that year a complete print-out of the amount of Union dues deducted from each employee. The amount shall be included with the T4 slip for each employee. In addition employees who were in receipt of Workers' Compensation payments made directly to the Board shall have the amount for the year shown for purposes of income tax at the same time as the T4 slip is sent to the employee.

6. VACATIONS

The annual vacation is granted for service during the calendar year from January 1st to December 31st. It is to be taken within the calendar year in which it is earned at a time to be arranged with the appropriate department head. The entitlement of an employee is as follows:

- (A) If one (1) year's service cannot be completed by December 31st, an employee shall receive vacation pay in accordance with the Employment Standards Act.
- (B) If one (1) year's service can be completed by December 31st, an employee shall receive fifteen (15) working days or six per cent (6%) at **their** regular rate of pay (and pro rata if **their** service during the year is not full-time).
- (C) If seven (7) years' service can be completed by December 31st., an employee shall receive twenty (20) working days or eight per cent (8%) at **their** regular rate of pay (and pro rata if **their** service during the year is not full-time).
- (D) If fifteen (15) years' service can be completed by December 31st, an employee shall receive twenty-five (25) working days or ten per cent (10%) at **their** regular rate of pay (and pro-rata if **their** service during the year is not full-time).
- (E) If twenty-two (22) years' service can be completed by December 31st, an employee shall receive thirty (30) working days or twelve per cent (12%) at **their** regular rate of pay (and pro rata if **their** service during the year is not full-time).

For the purpose of this clause respecting vacations, service during the calendar year shall include each day for which the employee received full pay from the Board or is in receipt of Workers' Compensation for a period not exceeding twelve (12) consecutive months.

An engineer custodial employee covered by this Agreement shall be allowed to make application to the Operations Manager to take one (1) week of the employee's vacation entitlement which is in excess of four (4) weeks, at times other than July or August. The granting of such applications shall be based on available relief and the operational requirements of the department. Notwithstanding the generality of the foregoing it shall not be possible to schedule such vacations during the months of possible freeze-up, between November 1st to February 28th. **For greater clarity, in addition to the above, Custodians shall be allowed to make application to take one (1) week of the employee's vacation entitlement between November 1st and February 28th.**

Spare Custodian - A Custodian serving as a spare custodian shall have **their** annual vacation between July 1st and November 15th in the year in which **they are** spare custodian.

Notwithstanding the above provisions regarding vacation allocation, the Board shall consider changes for reasons of emergency and upon mutual agreement between the Union and the Board such changes shall be made. The reasons normally taken into consideration shall be long periods of illness of employees and the past practice whereby the employer considered such applications for reasons beyond the control of an employee which required changing vacations which had been planned and allocated earlier in the year.

Retirement Bonus

During the year of retirement from the service of the Board on pension, either Municipal Pension Plan or disability provided by Workers' Compensation, an employee shall be entitled to the full vacation provision to which the employee would earn for the year in which such retirement takes place and it shall be paid as a retirement bonus.

Military service to the nearest full year and as defined in the addendum to this Agreement shall be counted for vacation purposes as provided by the Provincial Government.

6. VACATIONS – Continued

Vacation Bonus

Effective 1987 January 01 a vacation bonus shall be provided by which an employee shall Benefit and be entitled to receive an additional day of vacation, expressed as a percentage; i.e., 0.4% of gross salary, of the year in which the bonus is taken, once during each completed five (5) calendar years of service from the effective date. Such vacation may be taken in cash or in time at the convenience of the employee, and a table of such entitlement is as follows:

Years of Service by December 31 in any Calendar Year		
Years	Bonus	Day(s)
Five (5)	0.4%	1
Ten (10)	0.8%	2
Fifteen (15)	1.2%	3
Twenty (20)	1.6%	4
Twenty-Five (25)	2.0%	5
Thirty (30)	2.4%	6
Thirty-Five (35)	2.8%	7
<u>Forty (40)</u>	<u>3.2%</u>	<u>8</u>

For example, if an employee on 1986 December 31 can complete between fifteen (15) and nineteen (19) years of service, **their** initial bonus shall be three (3) days, this is the initial entry for that employee with the scheme. Then at the completion of **their** twentieth (20th) year of service **they** receive an additional four (4) days; then at the completion of **their** twenty-fifth (25th) complete years of service, receive an additional five (5) days, etc.

7. STATUTORY HOLIDAYS

The following days shall be observed as holidays and shall be paid on the regular pay rate of the employee:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day and Queen's Birthday	Christmas Day
Canada Day	Boxing Day

When a statutory holiday falls on a Monday, employees working regularly from Tuesday to Saturday inclusive will be given the following Tuesday off. When a statutory holiday falls on Saturday, employees working regularly from Monday to Friday inclusive will be given a day off in lieu thereof.

When a statutory holiday falls on a school day, employees entitled to that day will be given another day, determined by the Board, in lieu thereof.

Additional statutory holidays shall be any day proclaimed to be a public holiday by the Provincial or Federal Governments and by the Vancouver School Board.

8. ABSENCE FROM DUTY

(A) For Illness

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

Upon appointment to the permanent staff, an employee shall receive a credit of ten (10) days for twelve (12) month employees and five (5) days for ten (10) month employees. Thereafter, sick leave credits shall be earned while the employee is on duty at the rate of twenty (20) days per year, (then (10) days for a half year, and one and one-half (1 ½) days a month for less than a half year or for ten (10) month employees). When the employee is not on duty, the accumulation of sick leave credits will continue only if the absence is with pay. Sick leave may be accumulated to a maximum of two hundred and sixty-one (261) working days for twelve (12) month employees and two hundred and twenty (220) working days for ten (10) month employees.

A deduction shall be made from accumulated sick leave credit of all working days absent with pay due to illness.

Any employee absent because of illness may be required to produce a certificate from a duly qualified medical practitioner licensed to practise in the Province of British Columbia, certifying that such employee is unable to carry out **their** duties due to illness.

A probationary employee is entitled to an advance of up to ten (10) days sick leave, subject to repayment if the employee leaves or **their** employment is terminated.

An employee who produces a medical certificate from a medical practitioner registered in Canada to the effect that such employee was confined to a hospital in Canada for a period of more than twenty-four (24) hours during that employee's vacation may have that period of confinement charged to the employee's sick leave bank and the equivalent number of days reinstated into the vacation allowance.

8. ABSENCE FROM DUTY – Continued

(B) For Illness of Immediate Family Member Who is Resident in the Employee's Household

A deduction shall be made from accumulated sick leave credit of all working days absent with pay due to absence of an employee on the permanent staff to attend the illness of an immediate family member who is resident in the employee's household.

Any employee absent because of an illness of an immediate family member may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the province of British Columbia, confirming the illness of the immediate family member.

(C) For Accident Covered by Workers' Compensation

Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to compensation therefore under the Workers' Compensation Act, **they** shall not be entitled to use **their** sick leave credits for time lost during the first twelve (12) months by reason of any such disability.

All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Board in return for which the Board shall pay the employee the full amount of **their** wages to which **they** would have been otherwise entitled, in an amount equal to their net income and Benefits, subject to a time limitation of twelve (12) months, after which period the amount paid to the employee by the Board shall be charged against the accumulated sick leave credits of the employee on a proportionate basis as long as the accumulation of sick leave Benefits permits.

Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

(D) Disabilities Not Covered by Workers' Compensation

Where an employee is paid **their** wages by the Board while **they are** absent from **their** employment by reason of any disability other than one for which **they** would be entitled to receive Workers' Compensation Benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Board. Upon the Board receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered.

(E) For Compulsory Quarantine

Salary for time lost due to compulsory quarantine shall be paid to permanent employees covered by this Agreement when certified by the **Vancouver Coastal** Medical Health Officer and is not chargeable against sick leave.

(F) For Bereavement

(1) Emergency leave in the case of the death of an employee's **spouse**, common-law spouse, child, ward, **sibling**, parent, **sibling**-in-law, guardian or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent, may be granted without loss of pay for a period not to exceed three (3) working days, provided that such leave without loss of pay shall not be granted during an employee's first six (6) months of service.

8. ABSENCE FROM DUTY

(F) For Bereavement – Continued

- (2) Any employee who qualified for emergency leave without loss of pay under Clause (1) herein, and who is required both to attend to the affairs connected with the funeral and to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (3) Requests for leave under Clauses (1) and (2) herein shall be submitted to the Operations Manager, or Human Resources Manager in the case of Cafeteria Teachers' Aides/Food Service Workers, who will determine and approve the number of days required in each case.
- (4) An employee who qualifies for emergency leave without loss of pay under Clause (1) herein may be granted such leave when on annual vacation if approved by the Human Resources Manager. An employee who is absent on sick leave, with or without pay, or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (5) Upon application to the Human Resources Manager, an employee may be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause (1) herein.

(G) For Maternity Leave

- (1) A pregnant employee who elects to request Maternity Leave shall provide the Human Resources Manager with a medical certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three (3) months prior to the estimated date of birth. Medical certificates are available from the Human Resources Division.
- (2) An employee who has been granted Maternity Leave shall notify Human Resources at least four (4) weeks before the employee intends to return to work.
- (3) Requests to return to work after a period shorter than six (6) weeks must be given in writing to the Board at least one (1) week before the date the employee indicates they intend to return to work with a certificate from a medical practitioner stating that the employee is able to resume work.
- (4) Where Maternity Leave is taken, the Board shall pay both the employee's share and the Board's share of the cost of premiums for all Benefits except the Municipal Pension Plan to which the employee is entitled for each month of said leave. The Board shall continue to pay its share of Municipal Pension Plan contributions provided the employee elects to continue to pay their share of contributions. Maternity Leave is considered service for the purpose of earning vacation, vacation pay, pension, medical or other plan beneficial to the employee.
- (5) An employee on Maternity Leave shall not be entitled to sick leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.

8. ABSENCE FROM DUTY

(G) For Maternity Leave – Continued

- (6) An employee who has notified the Board of **their** intention to return to work and on the date agreed between the employee and the Board for the commencement of work is ill and unable to return to work, shall be entitled to be paid sick leave Benefits provided that **the employee** has sufficient sick leave credits and produces a disability certificate duly completed by her attending physician to the Board. Sick leave paid under these circumstances shall not be regarded as Maternity Leave or as an extension of it.
- (7) The Board agrees to enter into a Supplemental Unemployment Benefit (S.U.B.) Plan agreement with the Employment Insurance commission in respect of maternity payments.
- (8) Where such an agreement is approved, and a pregnant employee takes maternity leave pursuant to clauses (1) through (8) above, and as applicable, the Board shall pay ninety-five per cent (95%) of **the employee's** current bi-weekly salary for the first two (2) weeks of leave, and where the employee is eligible to receive E.I. Maternity benefits, the difference between ninety-five percent (95%) of **their** current bi-weekly salary and the amount of E.I. Benefits received by the employee for a further fifteen (15) weeks.

(H) Parental Leave

Parental Leave shall be granted as defined by the Employment Standards Act including any further amendments to these sections.

(I) For Union Business

- (1) The Board agrees that where permission has been granted for representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board or with respect to a grievance, they shall continue to receive their normal pay and Benefits. The Board shall pay for six (6) representatives to attend negotiations.
- (2) The Board may grant leave of absence without pay to an employee who is authorized by the Union to be absent for Union business provided that this authority and request is made in writing and provides adequate notice to obtain a substitute. On such leave of absence authorized by the Union, the employee shall continue to receive normal pay and Benefits and the Board shall invoice the Union for the total cost without a service charge.
- (3) The Board may grant leave of absence without pay to an employee requesting leave upon election to a full-time Union position, or upon appointment to a Union office for a definite period of time, such request to be in writing, and any employees granted such leave will continue to accumulate seniority for purposes of Article 11. (B)(3)(a) only. Upon **their** return from the leave, the employee will return to the staff with at least the same title but not necessarily at the same level which **they** held at the time the leave was granted.

8. ABSENCE FROM DUTY

(I) For Union Business – Continued

- (4) Whenever representatives of the Union and the Board meet in the presence of a third party for conciliation, mediation, arbitration or at the invitation of an officer of the Ministry of Labour, at a Labour Relations Board investigation or hearing, the total costs of each of the parties shall be the responsibility of that party, except that the cost of an arbitrator appointed jointly by the parties shall be shared equally. Other conditions may be arranged by mutual agreement prior to any such occasion.

(J) For Public Affairs

The Board recognizes the right of an employee to participate in public affairs, therefore, upon written request, such employee shall be granted leave of absence as prescribed by Board policy in effect at the time of the request. The leave of absence shall be without pay and Benefits. Such employee may prepay the full cost of any or all such Benefits during the period of absence. The Board shall provide the Business Manager of the Union with a copy of its current policy for such leave of absence.

(K) For Jury Duty/Crown Witness

Leave of absence without loss of pay or seniority Benefits shall be granted to an employee who is required to attend jury selection, serve as a juror or as a witness for the Crown in any court. The employee shall provide the Human Resources Division with as much advance notice as possible. The employee shall continue in receipt of full pay provided that the payment received by the employee for the jury service or as a witness for the Crown shall be paid to the Board as soon as received. The employee shall present proof of service and of the amount received, to the Board on return to duty. All such time spent by the employee shall be considered as time worked.

(L) For Education Purposes

The Board shall grant leave of absence without pay to any employee requesting leave for education purposes on condition that such leave is for three (3) years or less and verification is provided that the education involves attendance - either in person or by correspondence - at an educational institution recognized by the Board but not limited to the following: Community Colleges, Technical or Vocational Institutes, Universities. Benefits may be retained for up to one (1) year of this period by each party paying the same share as if the employee continued to be in employment. The employee's share of such benefit costs will be paid in advance.

(M) Personal Leave of Absence

(1) Personal Leave of up to Twenty (20) Days

All employees shall be entitled to take up to twenty (20) days per calendar year Personal Leave without pay for any reason during a calendar year, subject to operational requirements. All such leaves of absence shall be authorized by the employee's supervisor and the Human Resources Division, and such leaves will not be unreasonably withheld.

8. ABSENCE FROM DUTY

(M) Personal Leave of Absence – Continued

(2) Personal Leave of up to Two (2) Years

Employees may apply for Personal Leave of up to two (2) years once every three (3) years of permanent active service. Personal Leave is unpaid and without benefits. An application for leave shall be made in writing to Employee Services. Such leaves will not be unreasonably withheld.

For leaves up to six (6) months, the employee will retain a right to a job in their previous classification at the same work location; for leaves greater than six (6) months the employee will retain the right to a job in their previous classification, subject to availability and seniority. Such leave shall require an adjustment to entitlement for vacation, statutory holidays, seniority, etc.

An employee who has been granted Personal Leave and does not contact the Human Resources Division one (1) week prior to the stipulated date in the letter confirming leave approval shall be considered to have voluntarily resigned from the Board, subject to incapacitation.

Personal Leaves are unpaid, however, upon receipt of written request from the employee, employees have the option to maintain benefits by paying one hundred per cent (100%) of the premiums in accordance with plan carrier provisions.

For more than once in three (3) years and/or outside of the time deadlines listed above will only be granted in exceptional circumstances, as specified in the application for leave, at the discretion of the Human Resources Division.

Accepting work with another employer is not an acceptable reason for requesting the granting of Personal Leave.

(N) Medical and Dental Appointments

Employees will be released from work to attend medical and dental appointments at full pay, with the approval of, and at the discretion of, the **Operations Manager**. In cases where this approval is withheld, the Union will be notified of the reason and the employee will have the right to grieve, if **they** so wish. Employees are expected to schedule appointments outside working hours whenever possible.

(O) Absence from Duty – Employment Standards Act

Employees are entitled to additional Leaves in accordance with the current provisions of the Employment Standards Act.

9. BENEFITS

(A) Municipal Pension Plan

Every employee appointed to the permanent staff of the Board and who qualifies under the terms of the Municipal Pension Plan, shall participate in the Plan. Any other employees who become eligible under the terms of the Plan shall have the option to participate. Contributions are made by both the employee and the Board and are compulsory but the Board contributions will be paid only when the employee is in receipt of pay. Details are given in a booklet which may be obtained from the Board's Payroll Division.

(B) Health Insurance

The Board contributes sixty per cent (60%) of the premium of the Medical Services Plan of B.C. (basic plan) and sixty per cent (60%) of the premium of the Pacific Blue Cross Extended Health Benefits Plan including Eye Glass Option and Hearing aid Option for those employees on the permanent staff who participate. The employee contributes forty per cent (40%) of the premiums. An employee is not eligible for coverage during the first month of service. If coverage is desired without a medical examination, application must be made before the end of the second month of service. In the case of absence for illness, the Board contribution will be paid for a maximum period of one (1) year from commencement of illness. Thereafter, and for the full period of any other absence, the employee may pay the full premium through the Board if **they** so desire. The Extended Health Benefit lifetime maximum has been increased to \$1,000,000.00 effective 1999 April 01.

(C) Eyeglass Option

The eyeglass option shall provide a maximum of two hundred and fifty dollars per person (\$250.00) payable effective from 1999 March 31, no deductible, no co-insurance, claimable every twenty-four (24) months.

(D) Hearing Aid Option

The hearing aid option shall provide a maximum of one thousand dollars (\$1000) per employee every two (2) years.

(E) Group Life Insurance

Each employee who is entitled to full Benefits as a permanent employee shall be covered by Group Life Insurance to the sum of one hundred thousand dollars (\$100,000) with the full cost paid by the Board.

(F) Death Benefit

In the event of the death of an employee on the permanent staff, the Board will pay to the widow or widower, or if there is no widow or widower, to the estate of the deceased, one (1) month's salary on the schedule in effect when the employee was last in receipt of salary, exclusive of any amount already earned by the deceased up to the date of which **they** last served. If an employee dies in service after annual vacation has been taken, no adjustment for overpayment of holiday pay shall be made. If an employee dies before annual vacation is taken, **their** widow/widower/estate shall be paid the employee's holiday entitlement pro rata.

9. BENEFITS – Continued

(G) Gratuity Plan

(1) Accumulation

All employees except ten (10) month employees shall accumulate gratuity credits at the rate of one (1) day for each quarter in the employ of the Board (i.e., three (3) calendar month period). Providing, however, that should an employee not be in receipt of wages due to a leave of absence without pay in excess of four (4) weeks in a quarter, no gratuity day will be credited for that quarter. The annual total shall be four (4) days. One (1) day shall be subtracted from the accumulated credits of the employee for an absence due to illness in a quarter, providing, however, that not more than one (1) day shall be subtracted in any one quarter.

Credit for a part year of service (the first year and the last) will be given on a pro rata basis.

Should an illness extend from one (1) year into the next, such illness shall, for the purposes of this plan, be considered as occurring only in the first year of the illness.

An employee may apply in writing to use existing credits without penalty, subject only to the approval of the Operations Manager (or delegate) or the Human Resources Manager (or delegate) in the case of Cafeteria/Lunch Program employees. Such approval shall not be unreasonably withheld.

With effect from 1982 January 1 gratuity days shall be accumulated.

Illness in this clause shall mean non-occupational sickness or injury.

Ten (10) month employees shall earn one (1) gratuity day in each of the periods January-March, April-June and September-December, making a total of three (3) gratuity days in one (1) calendar year, subject to the same conditions as above.

(2) Payment of Gratuity: (Earned prior to 1978 January 1 and after 1982 January 1)

(a) In Cash:

- (1) Upon retirement on or after attaining minimum retirement age, or
- (2) Upon retirement with permanent disability, or
- (3) Upon leaving the Board's employ after the completion of ten (10) or more years of service.

(4) Paid out at the written request of the employee.

(b) As leave at any time subject to the following:

- (1) Permission from the Operations Manager (or delegate) or the Human Resources Manager (or delegate) in the case of Cafeteria/Lunch Program employees.
- (2) As time off on termination for any reason other than as described in (a) above.
- (3) Such leaves shall be taken during a period that will not affect the efficient operation of the department.

9. BENEFITS – Continued

(H) Dental Plan

The Board shall pay one hundred per cent (100%) of the cost of the premiums for the dental plan.

- (1) All new employees must join as a condition of employment unless covered by another dental plan, when appointed as permanent full-time
- (2) If an employee wishes to enrol **their** common-law spouse in the Dental Plan, **it shall be in accordance with plan carrier terms** at the time of the qualification.
- (3) Steady Part-Time Custodians may participate in the group Dental Plan provided they pay one hundred per cent (100%) of the premiums.
- (4) The following Benefits shall be provided:
 - (a) Plan "A" Dental Services paying for eighty per cent (80%) of the approved schedule of fees.
 - (b) Plan "B" Prosthetics, crowns and bridges paying for fifty per cent (50%) of the approved schedule of fees.
 - (c) Plan "C" Orthodontics paying for fifty per cent (50%) of the approved schedule of fees with no lifetime limit.
- (5) Dependent children, as defined in the Income Tax Act, who are over the legal age for coverage in the plan **may, at the employee's discretion, maintain coverage with the approval of the carrier.**

(I) PEBT/LTD Benefits

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article. Participation in the PEBT will be in accordance with the May 22, 2006 Letter of Understanding between the BC Public School Employers' Association and School Board who are Signatories to this LOU and Support Staff Unions who are Signatories to this LOU.

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.

The Parties further agree that should an employee exhaust all sick leave prior to the end of the Elimination Period that they shall be entitled to receive a pay-out of available vacation, bonus vacation, gratuity leave or banked overtime to bridge the gap by submitting written request.

(J) Retirement Seminar

The Board shall provide a one (1) day seminar on retirement annually, primarily for retiring members of the Union, however, other employees who are retiring may be invited to attend.

9. BENEFITS – Continued

(K) Advancement Fund

The Board shall contribute four cents (\$0.04) per hour per member calculated in arrears on a month-to-month basis and payable to the Union on or before the fifteenth (15th) of the month following that in which the salaries were earned. In order to facilitate accounting procedures the parties agree the amount to be equivalent to 0.34% of gross payroll each month and to be payable to the Union together with the dues check-off but set out as a separate item in the monthly statement. The payments are with effect from 1985 January 01.

(L) Mileage Allowance

All employees entitled to a mileage allowance shall be paid at the rate established by the Board for all employees of the Board entitled to such allowance.

(M) Deferred Savings

The Board contributes an amount equal to two per cent (2%) of the salaries of the permanent employees covered by this Agreement when the said employees themselves contribute an equal amount. The contributions are deposited in a Trust Fund for the Benefit of the employee and can be withdrawn by the employee in accord with the contract covering the Trust Fund with the Credit Union.

10. GENERAL PROVISIONS

(A) Personnel Files

(1) Complaints

Complaints made against any employee covered by this Agreement which are placed on that employee's personnel file shall be copied and sent to the employee and a copy to the Business Manager of the Union. Only complaints which have been placed on an employee's personnel file and which have been brought to the employee's notice in writing may be produced as evidence at an arbitration or grievance hearing. Complaints on an employee's file may not be produced at an arbitration or grievance hearing after two (2) years have elapsed from the date of the complaint. The material shall remain on file solely as the employee history with the Board.

(2) Access to Personnel File

An employee shall have the right at a time convenient to both parties to have access to and review **their** personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.

(3) Discipline

At the written request of the employee, letters of reprimand and related material shall be removed from the personnel file after three (3) years provided no further disciplinary action has occurred. **An email will be sent in response confirming the removal of any such letter and/or related material from the personnel file.**

10. GENERAL PROVISIONS

(A) Personnel Files – Continued

(4) Notices

Correspondence or notices giving details about employees' personnel records such as wage statements, sick bank records, gratuity day records, T-4 accounts, or any other data of this nature **is made available to all employees online on the employee portal on the VSB website. Those employees who opted for paper notices prior to June 30, 2019 will continue to receive them in this manner unless they choose not to.**

(5) Certifications

Effective July 01, 2020, the Board shall pay the cost of all required post-hire certifications, including but not limited to, power engineer registration and FoodSafe, provided the employee has submitted proof of completion and an appropriate receipt or receipts.

(B) Changes

(1) General Changes

The Board agrees that where practicable any reports or recommendations about to be made to the Board dealing with matters of general policy, wages or general working conditions or changes in procedure dealing with these matters which are covered by this Agreement, shall be communicated to the Union at such an interval before they are dealt with by the Board and introduced so as to afford the Union a reasonable opportunity to consider them and, if thought necessary, of protesting them before they are introduced. The minimum period for such an interval shall be ten (10) working days except for extraordinary circumstances.

A Union representative will be invited to attend at the committee stage and later at the Board meeting when such matters are discussed, or decisions made, in public session of the Board.

(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 intention, shall continue in full force and effect for the duration of this Agreement.

(3) Technological Change

(a) Definition

"Technological change" means the introduction of new machinery or equipment, or a reorganization resulting from such machinery or equipment, that is expected to displace employees.

10. GENERAL PROVISIONS

(B) Changes

(3) Technological Change - Continued

(b) Advance Notice and Disclosure

- (1) In the event the Board intends to implement technological change(s) as defined above, the Board shall give the Union a minimum of six (6) months written notice of such technological change.
- (2) The notice referred to in Clause (b) (1) above shall be in writing and shall state:
 - (a) The nature of the technological change and the resultant organization change, if any.
 - (b) The date on which the technological change will have an effect on employment status, as defined in (e) below.
 - (c) The approximate number and classifications of employees likely to be affected.
 - (d) The effect that the technological change is expected to have on the terms and conditions and/or security of employment of the employees affected.
 - (e) The number of jobs and/or job classifications to be abolished and the number of new jobs and job classifications to be created to the maximum extent that such information is then available.

(c) Job and Income Protection

No regular or steady part-time employee covered by this Agreement shall lose **their** employment as a result of the exercise of the Board of its right to introduce or implement technological change, provided the said employee was in the employ of the Board at the time the aforementioned notice was given by the Board.

(d) Retraining and Transfer

The Board may transfer a displaced employee to any position without the necessity for posting. An employee either voluntarily or mandatorily reassigned or reclassified as a result of these changes shall maintain the salary of the previous position, provided **they are** willing to accept any retraining provided by the Board. The Board further reserves the right to transfer a previously displaced employee to a job in **their** previous classification, when one becomes available, without the necessity to post. The employee has the right to refuse such a directed transfer, but will lose any salary protection **they** may have.

10. GENERAL PROVISIONS – Continued

(C) Labour Management Committee

A Labour Management Committee composed of the Senior Manager-Labour Relations or designate, Operations Manager, and one (1) other official, with the Business Manager of the Union and four (4) Union members shall be established, which shall meet monthly while school is in session. It shall deal with any item brought to it by either party and shall have the authority to make recommendations to the Board through Committee IV.

(D) Picket Lines

An employee shall not be required to cross a picket line. An employee who decides not to cross a picket line shall not be disciplined by the Board other than by loss of pay for the day or days absent due to the decision not to cross said picket line and in addition, shall lose all appropriate Benefits affected.

(E) Classification Manual

The Board shall maintain a manual which includes a class specification for each position included in the bargaining unit. These classifications shall be reviewed on a regular basis to ensure each retains its accuracy and validity. The Union shall be provided with updated copies of class specifications, and copies of new class specifications. The Union will be provided with the opportunity for suggestions prior to the finalizing of such class specifications.

(F) Vancouver School Board Courses

Effective July 01, 2019, this Article is in effect only if C.I.E. courses are administered and run by the Vancouver School Board.

Continuing Education consists of a variety of skill training and personal development courses offered by C.I.E. throughout the year, but does not include Summer School or Adult Academic courses.

- (a) Employees may register in, and shall have course fees waived for, any Vancouver School Board courses, provided that:
 - (i) Courses are taken on the employees' own time
 - (ii) Employees adhere to the rules and conditions of courses
 - (iii) No fee-paying student is displaced
- (a) On the first session of the course, the employee must report to the Night School Office.
- (b) Night School staff will determine if there is space in the class.
- (c) If there is space available in the class, the employee must present to the Night School Office the C.I.E. Course Form with photo ID and proof of VSB employment along with payment (if applicable) to be registered.
- (d) Employees are not permitted to lobby instructors to take additional students in excess of the course maximum.

10. GENERAL PROVISIONS

(F) Vancouver School Board Courses – Continued

- (e) The employee is responsible for all per student out-of-pocket expenses incurred by the VSB including:
- The cost of all textbooks.
 - The cost of all materials fees, including materials used in class, and, when applicable, reimbursement to the host schools on a per student basis.
 - Payment to instructors if the contract with C.I.E. stipulates a payment on a per student basis.
- (f) Some Continuing Education courses require the instructor to prepare kits with a value of up to one hundred dollars (\$100.00) each, which are to be made available to students at the first class. In order to facilitate IUOE staff in registering for these courses, the following will be in effect. The deadline for registering will be listed in the centre description.
- (g) The employee must present the C.I.E. Course Form to C.I.E. prior to the cut-off date. On the day following the advertised cut-off date, the employee will contact C.I.E. by phone to register if space is available.

NOTE: Employees are not permitted to sit in on a class before registering as detailed above.

(G) Employee and Family Assistance Program

The parties wish to acknowledge the existence of the Employee and Family Assistance Program that has been established by the Vancouver School Board. Informational pamphlets are available in all work sites and through the Human Resources Division.

(H) Layoff / Severance

(1) Preamble

A lay off is any reduction in the workforce. When the Board considers reduction of the workforce the Board may lay off employees covered by this agreement in order to affect such reduction. The Board shall designate the employees affected in accordance with their classification, as listed below:

- Building Engineers
- Head Custodians
- Custodians
- Cafeteria/School Lunch Program Workers, and
- Supervision Aides

Where the Board considers lay off to be necessary is shall give the Union prompt written notice and a list of employees who will be affected and their classifications.

10. GENERAL PROVISIONS

(H) Layoff / Severance

(2) Preamble - Continued

Prior to any lay-offs in any classification the Board will have meaningful consultations with the Union. Those consultations shall include discussion of options other than lay-offs.

(3) Notice

The Board shall provide affected employees written notice of layoff, or their regular rate of pay and benefits in lieu of notice in accordance with the Severance provision below. The notice period shall be:

0-12 months seniority Two (2) weeks' notice

12 months seniority and over One (1) additional weeks' notice for each year of seniority to a maximum of three (3) months.

(4) Process

Employees will be laid off in reverse seniority order within their classification/applicable seniority list. The remaining employees within that classification/seniority list will be reorganized, in seniority order to other positions in the classification, for which they are qualified, or into any such vacant positions within the classification. This is subject to the employee possessing the minimum qualifications necessary for the position.

An employee who is to be laid off may, at the time of layoff, choose to remain on the On-Call list for casual work or select Severance, in accordance with the provision below. Laid-off employees who have chosen to be on the on-call list are entitled to apply for permanent positions, using their seniority at the time of layoff.

A displaced employee will maintain their salary if reorganized into a lower classification until such time as a position at the equivalent classification from which they were displaced becomes available.

(5) Severance

Severance pay will be as follows:

Six per cent (6%) of one (1) year's salary for each year of services, or major portion thereof, to a maximum of six (6) months' salary. A year's service is defined as being ten (10) months for Cafeteria/School Lunch program Workers and Supervision Aides and twelve (12) months for Building Engineers/Head Custodians/ Custodians. Salary on which severance is calculated is at the employee's salary at the time they received notice.

ADDENDUM TO 1993 - 1995 COLLECTIVE AGREEMENT

VACATION ENTITLEMENT

1. War and Peacekeeping Service:

Service with the Active Forces of the Crown during any war or peacekeeping mission may be counted in the calculation for vacation leave entitlement after the employee has completed one (1) year's service with the Vancouver School Board. This regulation applies solely to those who served as members of the Commonwealth Forces.

2. Discharge Certificates must be presented before war or peacekeeping service is recognized. It is not necessary that an individual shall have been employed immediately prior to any war nor to have joined the Vancouver School Board immediately following war service. In other words, any war service with H.M. Forces may be added to their period of service with the Vancouver School Board for the purpose of computing the required service for the additional vacation privilege.

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(1) Duties and Required Training and Qualifications

Employees are expected to attend the training courses that are made available.

(a) Building Engineer; Head Custodian

Duties: In charge of heating and cleaning a school building or buildings.

The Building Engineer or Head Custodian in charge of a building shall accept the care of the school building and the comfort of the occupants as **their** responsibility and shall be prepared to do necessary work as and when it is required. **They** shall be responsible for work-planning and equitable distribution of work.

It is agreed and understood that the Building Engineer or Head Custodian has sole charge of maintenance, operations and security of the physical plant subject to the direction of the Operations Department.

It is further understood that the management of the school is vested in the Principal and/or Vice-Principal, and that reasonable directives shall be followed by the Building Engineer and, through the Building Engineer, other Operations staff headquartered in the school.

The Building Engineer/Head Custodian or **their** designate shall complete employee reports for Operations personnel under **their** supervision. The Building Engineer/Head Custodian or **their** designate shall complete employee reports on an independent basis.

Building Engineer:

Required Heating Certificate: Class "A" (former Boiler and Pressure Vessel Act) or Boiler Operator (1982 Act) or higher.

Holders of a 3rd Class Stationary Engineer's Certificate who were in the employ of the Board in 1955 are considered as having at least the equivalent of the highest qualifications above.

Head Custodian:

Required Heating Certificate: Boiler Operator Program Certificate from Vancouver Vocational Institute or higher.

All schools hot water heated, forced air heated, under 42,000 sq. ft. and all annexes (excluding portables) shall be designated as Head Custodian schools. All schools over 42,000 sq. ft. (excluding portables) shall be designated as Building Engineer schools.

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(1) Duties and Required Training and Qualifications

(a) Building Engineer; Head Custodian - Continued

Effective July 01, 2019, the Board will create a new Head Custodian category, HC4, which will have a pay rate the same as BE3 and will eliminate rate HC1. Schools currently between 42,001 and 50,000 square feet will be listed as Head Custodian schools, except for those sites requiring a power engineering certificate as per the Power Engineers and Boiler and Pressure Vessel Safety Act, which remain as Building Engineer schools.*

***[In making this transition, no employee shall lose wages and no other provisions of the collective agreement are affected.**

An additional fifth (5th) week (or more) of vacation would be permitted to be taken during the heating season, as based on availability as awarded currently (November 01 – February 28).

Spaces for vacations and other leaves increase to twelve (12) off at any given day from the current ten (10) spots.]

(b) Maintenance Engineer

The Collective Agreement provision of the list of minor repairs which are the responsibility of the Building Engineer shall remain the responsibility of each Building Engineer but in addition a classification called Maintenance Engineer shall provide expert instruction to Building Engineers in areas of plumbing, carpentry, sheet metal, machining and electricity to improve skills and also to effect repairs when required in schools. The levels and type of skill required for each position will be determined by the Board for each posting.

(c) Assistant Building Engineer III

Duties: Heating and cleaning. Assistant in large secondary school or equivalent building.

Required Heating Certificate: Class "A" (former Boiler and Pressure Vessel Act) or Boiler Operator (1982 Act) or higher.

(d) Assistant Building Engineer II

Duties: Heating and cleaning in any school to which assigned from day to day. Maintain communication with Operations Department as directed when off duty in order to receive assignment.

Required Heating Certificate: Class "A" (former Boiler and Pressure Vessel Act) or 4th class (1982 Act) or higher.

NOTE: Notwithstanding anything else contained in this Agreement, for employees in this classification the normal work week shall be any five (5) days from Monday to Sunday inclusive.

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(1) Duties and Required Training and Qualifications - Continued

Duties: All employees in this classification shall perform the normal heating and cleaning duties on afternoon shift at an elementary or small secondary school. When acting for the Building Engineer in **their** absence, the ABE I shall perform the normal duties of the Building Engineer and shall receive the temporary rate for that position.

Required Heating Certificate: Class "B" (former Boiler and Pressure Vessel Act) or Boiler Operator (1982 Act) or higher.

(f) Assistant Head Custodian

Duties: Heating and cleaning. Assistant in a school to which a Head Custodian is assigned and which has the entitlement of a full-time Assistant Head Custodian.

Required Heating Certificate: Boiler Operator Program Certificate from Vancouver Vocational Institute, or higher.

(g) Custodian

Duties: Cleaning and related duties in a School Board building.

(h) Steady Part-Time Custodian

A Steady Part-Time Custodian is one who works less than full-time (7 1/2 hours per day) on all regular working days from September to June inclusive, and is subject to change in hours allocated depending on the school concerned. Normally such employees do not intend to apply for full-time work, although this classification does not prevent such employees from making an application.

Employees in this classification are entitled to statutory holidays, annual vacations, leave for bereavement and compulsory quarantine and sick leave provided by the Agreement on a pro-rata basis, but no other Benefits. The salary for such employees is based on the regular bi-weekly salary for Custodians pro-rated by the number of hours worked. Where the hours worked may be different on any or each day of the week, then the total hours of work in the week shall be averaged to produce the value for a statutory holiday. Employees who are required to work five (5) continuous hours or more in a day shall take a lunch break of one-half (1/2) hour in their own time.

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(1) Duties and Required Training and Qualifications - Continued

Summer Employment:

Steady Part-Time employees shall be employed only from September to June inclusive, but may be hired on a full-time basis during the summer by making an application and at the discretion of the Board. Part-Time and temporary Custodians who wish to work in the summer at the temporary custodial hourly rate shall apply prior to May 30 each year to the Human Resources Division. While no guarantee of work is given, each such employee shall be given prior consideration for available work.

Statutory Holidays:

Steady Part-Time employees who do not work July and August shall be credited with two (2) days' pay in lieu of the July 1 and August 1 statutory holidays in September provided they are on staff at that time.

(i) Temporary Custodian

A Custodian paid on an hourly rate who has been engaged for:

- (1) filling a temporary vacancy;
- (2) some special temporary work including that caused by evening classes;
- (3) a position which is not continuous throughout the year;
- (4) any position not described elsewhere.

A temporary employee who has completed a continuous period of the equivalent of six (6) months' full-time service and who is appointed to fill a vacancy on the permanent staff may be considered as having completed **their** probationary period, provided such appointment is within six (6) months of the continuous period mentioned above.

Effective January 1, 2001 a temporary employee shall receive fourteen per cent (14%) of basic pay in lieu of all Benefits including statutory entitlement.

(j) Qualifications and Job Posting

The Board and the Union agree that applications may be made by any qualified member for positions which are posted. Areas designated for Head Custodians and Assistant Head Custodians may be used as the first promotional step for Assistant Building Engineer. An employee who is promoted to a position of Assistant Building Engineer II shall be required to obtain experience in that position for not less than one (1) year before qualifying to apply for a more senior promotional position.

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions – Continued

(2) Hours of Work

(a) The normal work week for employees covered by this Agreement shall be in five (5) successive days from Monday to Saturday. The work week shall begin at 23:01 hours Sunday (except: see (A)(1)(d) above).

(b) **Employees shall not be required to work shifts of less than four (4) hours in length and the employer shall not schedule shifts of less than four (4) hours per day.**

(c) When schools are in session the regular hours of work shall be based on its regular custodial establishment as follows:

(1) Schools which have a regular establishment of Building Engineer, an Assistant Building Engineer on the day shift and another on the afternoon shift shall have the following regular hours of work:

The Building Engineer shall work seven and one-half (7 1/2) hours between 08:00 and 15:30 hours.

The Assistant Building Engineer on day-shift shall work seven and one-half (7 1/2) hours starting at 06:00 hours and finishing at 14:00 hours with one-half (1/2) hour off for lunch during this period.

The Assistant Building Engineer on afternoon shift shall work seven and one-half (7 1/2) hours starting at 15:30 hours and finishing at 23:00 hours.

(2) Schools which have a regular establishment of a Building Engineer or Head Custodian and an Assistant Building Engineer or Assistant Head Custodian on afternoon shift shall have the following regular hours of work:

Either: The Building Engineer or Head Custodian shall work seven and one-half (7 1/2) hours starting at 07:00 hours and finishing at 14:30 hours,

and if so:

The Assistant Building Engineer or Assistant Head Custodian shall work seven and one-half (7 1/2) hours starting at 14:30 hours and finishing at 22:30 hours with one-half (1/2) hour off for lunch during this period.

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(2) Hours of Work – *Continued*

Or: The Building Engineer or Head Custodian shall work seven and one-half (7 1/2) hours starting at 06:30 hours and finishing at 14:00 hours,

and if so:

The Assistant Building Engineer or Assistant Head Custodian shall work seven and one-half (7 1/2) hours starting at 14:00 hours and finishing at 22:00 hours with one-half (1/2) hour off for lunch during this period.

- (3) Schools which have a regular establishment of only a Building Engineer or Head Custodian shall have one of the following regular hours of work depending on the operational requirements of the school or annex:

a starting time of 07:00 hours with finishing time of 14:30 hours;

Or: a starting time of 08:00 hours with finishing time of 16:00 hours, with one-half (1/2) hour off for lunch during this period;

Or: a starting time of 08:00 hours with finishing time of 16:30 hours, with one (1) hour off for lunch during this period.

- (4) Custodians on the day shift shall normally work seven and one-half (7 1/2) hours within eight (8) consecutive hours between 07:30 hours and 15:30 hours with a one-half (1/2) hour period which is not included as work time.
- (5) Custodians on the afternoon shift shall normally work seven and one-half (7 1/2) hours within eight (8) consecutive hours between 15:00 hours and 23:00 hours with a one-half (1/2) hour period which is not included as work time.
- (6) The time allocated to Custodians as a lunch period shall be at the discretion of the Building Engineer or Head Custodian in each school, and **they** shall post the times in a suitable place.
- (7) The hours of work for Maintenance Engineers shall be seven and one-half (7 1/2) hours per day within eight (8) continuous hours and may vary depending on the requirement of the work load. In the event that a Maintenance Engineer is required to work shifts, the shift work premium contained in this Agreement shall apply.

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(2) Hours of Work – Continued

(d) When schools are not in session the regular hours of work shall be based on the operational requirements of the particular school or building as follows:

The hours of work shall be from seven and one-half (7 1/2) hours within eight (8) consecutive hours between 07:00 and 16:35 hours.

To accommodate childcare the hours of work may be extended until 18:35.

(e) Employees on night shift shall work seven and one-half (7 1/2) hours within eight (8) consecutive hours between 22:30 hours and 07:00 hours with one-half (1/2) hour for lunch taken in their own time.

(f) There shall be twenty-four (24) hours between the beginning of a regular shift and the beginning of the next regular shift. Notice of change of a regular shift shall be at least twenty-four (24) hours.

(g) Exceptions:

- (1) Temporary changes to a regular shift may be necessary for relief purposes or emergencies where notification to the Operations Department of such requirement makes it impossible to give twenty-four (24) hours notice.
- (2) A Building Engineer may, after prior consultation and permission of the Operations Manager, exchange shifts with an Assistant Building Engineer for limited periods for the purpose of improving the operational efficiency of the school.
- (3) Notwithstanding the generality of the foregoing it may be necessary in certain exceptional circumstances, due to inclement weather, rentals, weekend activities or other operational requirements in certain schools, to vary the regular hours of an employee. All such variations to the regular hours of work shall be by mutual agreement of the parties and shall be posted in the school or annex concerned.

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(2) Hours of Work – Continued

(h) Overtime

(1) Overtime Policy:

It is the duty of the Board to hold overtime to a minimum and the Union will support the Board in its endeavour to do so; further, the Union will establish a policy to provide with the Board a mutually agreeable understanding on how the Board's commitments in respect to rentals and other programs will be fulfilled, through the services of a joint committee. Clarification is contained in a joint letter appended hereto.

(2) Overtime Definition:

Overtime is time worked in excess of seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week. Any time on the first rest day and any time on the second rest day is regarded as overtime.

(3) Requests for overtime by the Board shall be given with as much notice as possible to an employee required to work overtime.

(4) Overtime rate and Methods of Payment:

If an employee has been authorized through the Operations Manager or **their** delegate to work overtime, the employee shall be compensated for the total amount of overtime by:

(a) Paying all overtime at the rate of double time.

or:

(b) Instead of cash, an employee may be granted time on the same basis as above provided that not more than five (5) working days may be granted for overtime worked in a twelve (12) month period, November 1st to October 31st each year, as banked overtime. The employee at the time of submitting **their** time sheet covering the overtime shall indicate if **they** wish to receive compensating time off instead of cash for overtime. An employee having elected to receive compensating time off may use such accumulated time off to the maximum mentioned above at any time prior to October 31st provided the employee has obtained approval for the dates of the time off from the Operations Manager or **their** delegate.

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(2) Hours of Work

(h) Overtime - Continued

(4) Overtime rate and Methods of Payment: – Continued

(c) As of October 31st each year any employee with accumulated compensating time off which has not been used will be paid in cash for the amount unused and the accumulation will be eliminated. All time in excess of five (5) working days being a total of thirty-seven and one-half (37 ½) hours within the period mentioned above shall be paid for in the pay period immediately following that in which it was earned; provided always that it shall not be possible to schedule such time off during the months of possible freeze-up, between November 1st and February 28th.

(5) Emergency Call-Outs:

When any full-time employee covered by this Agreement is called out in an emergency and is required to work outside of the regular working hours, **they** shall be paid at double time with a minimum of three (3) hours. It is further understood that one (1) hour is to be considered as travel time and inclusive in the minimum of three (3) hours.

(6) Overtime - Custodians:

When schools are "in session" a Custodian on day-shift who is called out in an emergency and is required to work during **their** lunch break may claim one-half (½) hour at overtime rate.

(7) Custodians may accumulate overtime during any one (1) calendar year without restriction. Such overtime may be taken by the Custodian at a time requested by the employee but subject only to the approval of the Operations Manager or **their** delegate. At the final pay period in any calendar year any employee with accumulated compensating time off which has not been used will be paid in cash for the amount unused and the accumulation will be eliminated.

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(2) Hours of Work – Continued

(i) Split Work Week

The Board and the Union agree that to avoid the use of the split work week provided in the Collective Agreement, that the Board may recruit or otherwise obtain casual or part-time ticketed Building Engineers in order to man certain rentals on a regular basis for educational or community purposes at times which would otherwise require a split shift or excessive overtime.

(B) Allocation of Work

(1) Allotment of Staff to Schools

Staffing hours include all heating and cleaning personnel.

The Board shall provide staffing to the formula contained in the Agreement and replace an employee who is absent immediately whenever the number of hours assigned falls below that provided by the formula because of absence.

(a) Schools up to 45,500 Square Feet Floor Area

For cleaning: One (1) staffing hour per work day for each 3,225 square feet of inside floor area.

For care of heating and ventilating plant, minor repairs and work incidental to school operation: two and one-half (2.5) staffing hours per work day.

(b) Schools Over 45,500 and Up To 90,000 Square Feet Floor Area

For cleaning: One (1) staffing hour per work day for each 3,225 square feet of inside floor area.

For care of heating and ventilating plant, minor repairs and work incidental to school operation: three (3) staffing hours per work day.

One (1) additional staffing hour per work day shall be allotted in the case of two (2) separate heating plants that necessitate two (2) employees on day shift.

(c) Schools Over 90,000 Square Feet and Under 150,000 Square Feet Floor Area

For cleaning: One (1) staffing hour per work day for each 3,225 square feet of inside floor area.

For care of heating and ventilating plant, minor repairs and work incidental to school operation: six (6.0) staffing hours per work day.

11. ENGINEER CUSTODIAL STAFF

(B) Allocation of Work

(1) Allotment of Staff to Schools – Continued

(d) Schools Over 150,000 Square Feet Floor Area

For cleaning: One (1) staffing hour per work day for each 3,225 square feet of inside floor area.

For care of heating and ventilating plant, minor repairs and work incidental to school operation: eight (8.0) staffing hours per work day.

All time not applied to operation shall be used in cleaning.

(e) Outside classrooms, individually heated, shall be classified at the rate of one and one-half (1 ½) times their square footage of cleaning area.

(f) When schools are not in session:

(1) Schools or buildings of 100,000 square feet or more shall have a Building Engineer or Assistant Building Engineer on duty during regular hours of work.

(2) The Operations Department undertakes to schedule vacations of engineer custodial employees covered by this Agreement to ensure as far as is practicable, that engineer custodial employees covered by this Agreement are available for duty during regular hours of work at schools and buildings of less than 100,000 square feet.

(2) Distribution of Work

(a) The Building Engineer or Head Custodian is responsible for work-planning and equitable distribution of work over the entire engineer custodial staff.

All schools shall have a written work schedule for all engineer custodial employees, at the school, displayed in a manner and in a place accessible to all such employees. Copies of such schedules shall be maintained at the office of the Operations Manager.

Classrooms shall not be cleaned while school classes are in session.

(b) An employee who has cause to object that the distribution or allocation of work is inequitable to **them** may, if unable to resolve the matter with the Building Engineer or Head Custodian, protest to the Business Manager of the Union who shall, upon determination that the employee has cause, and within five (5) working days of the protest, raise the matter in writing giving as much detail as possible, with the Operations Manager, who shall have the matter investigated in consultation with the employee who raised the matter, the Union and the Building Engineer or Head Custodian concerned.

11. ENGINEER CUSTODIAL STAFF

(B) Allocation of Work

(2) Distribution of Work – Continued

An employee who initiates such protest or objection shall not suffer any discriminatory or disciplinary action for having done so, provided that **they** had made, and **have** continued to make, every possible effort to complete **their** work schedule or assignment without disruption or stoppage of work.

Should a matter be unresolved after such consultation, the Union may initiate Grievance Procedure at Stage 2, Article 4., of the Grievance Procedure.

(3) Assignment of Staff

(a) Seniority

- (1) In making transfers, assignments, demotions and promotions, in order of priority, seniority, job qualifications and job record of the employee shall be the primary consideration and where the last two (2) factors are considered to be equal, length of service shall be the determining factor.

Job Qualifications: Shall be defined as the requisite power engineering certification; successful completion of Schedule I for Assistant I's, Schedule II for Assistant II's, Assistant III's and Building Engineers.

Job Record: Shall be defined as the contents of an employee's Personnel file.

- (2) The Board shall notify the Union not later than one (1) working day after such appointment of the successful candidate together with a list of all of the unsuccessful applicants.
- (3) When an employee is promoted to a new position, **they** shall serve at least a six (6) month period in the new position before being confirmed to the appointment. In the case of a Building Engineer of a school of a size larger than 150,000 square feet, **they** shall serve at least a twelve (12) month period in the new position before being confirmed. In the absence of notice to the contrary confirmation shall be automatic. If **their** appointment is not confirmed, **they** shall revert to a position of equal status to the position occupied prior to promotion. Notwithstanding the generality of the foregoing a temporary employee who is in receipt of fourteen per cent (14%) in lieu of Benefits shall be required to serve three (3) months' probation on the above terms when promoted to a permanent position.

11. ENGINEER CUSTODIAL STAFF

(B) Allocation of Work

(3) Assignment of Staff - Continued

- (4) Seniority for purposes of Benefits shall be calculated from the date from which the employee commences continuous employment with the Board. The Board agrees to maintain seniority lists based on each of three (3) factors which are: the date of employment with the Board, which seniority list shall provide all members of the Union seniority for purposes of vacations and other Benefits as well as applications for training. The second shall be a seniority list for Building Engineers as provided in (5) which follows. The third list shall be a seniority list for Head Custodians as provided in (6) which follows. In addition, the Board shall provide the Union with seniority lists for Temporary Custodians and one for Custodians on an annual basis.
- (5) Seniority on the Building Engineer list shall start when an employee holds a valid boiler operator's or stationary steam engineer's certificate and is employed in a position requiring same (Assistant Building Engineer I or higher).
- (6) Seniority on the Head Custodian list shall start when an employee holds a valid Boiler Operator Program Certificate and is employed in a position requiring same (as Head Custodian or Assistant Head Custodian).
- (7) Temporary Employee Service Accrual
Temporary Custodians who have accumulated 1,950 paid hours from 1997 July 01 over any twenty-four (24) month period shall be placed on the Custodian seniority list with twenty-four (24) months seniority from the date they are placed on such list.
- (8) Seniority alone shall not permit an employee to select a position occupied by an employee junior in service except only because of redundancy caused by declining enrolment.
- (9) Seniority Lists:

The Board will provide seniority lists to the Union by January 1st of each year. The Union will have sixty (60) days in which to agree or disagree as the case may be, with the seniority lists.

11. ENGINEER CUSTODIAL STAFF

(B) Allocation of Work

(3) Assignment of Staff – Continued

(b) Notification of Vacancies - Senior Assistant Building Engineer, Building Engineer, Assistant Building Engineer, Assistant Building Engineers II and III, Custodian, Head Custodian, Assistant Head Custodian, Maintenance Engineer.

Notification of all vacancies for all permanent positions shall be sent to the Building Engineer or Head Custodian at each school for posting in a prominent position for eight (8) days for the information of all concerned. Where known, notification of vacancies shall be made at least fifteen (15) days before the position becomes vacant. All vacancies shall be filled as soon as possible but not later than sixty (60) days of becoming vacant. However, in the event that a new vacancy becomes known during July and August, posting of such vacancy shall be withheld until September.

The Head Custodian position for annexes shall be posted and internal applicants shall be given priority for these appointments.

(c) Relief of Absences

Relief during periods of absence for any reason for all employees covered by this Agreement in this section shall be by members of the Union except in cases of emergency. The Union shall be notified in writing of all such exceptions within two (2) working days of the emergency.

Assistant Building Engineers shall not be used for regular relief purposes except while relieving the Building Engineer in their own school.

(d) Lead Hand 1

Whenever an Assistant Building Engineer, or a Building Engineer is not present for more than one (1) hour of a shift, and two (2) or more Custodians are required to work a full shift, and do work a full shift, one (1) of them shall be designated Lead hand by the Operations Manager or **their** alternate and shall be paid the Lead Hand rate for the full shift.

(e) Lead Hand 2

Where five (5) or more Custodians are on a shift without a Building Engineer, Assistant Building Engineer or Assistant Building Engineer (Britannia) on the shift, one (1) will be designated Lead Hand 2.

(4) Adjustments

The Operations Manager may make adjustments to the above basis rules for extraordinary circumstances and the Union will be advised when **they** so act. Where the absence of time constraints allows prior discussions, the Union will be consulted on proposed adjustments through Labour Management Committee.

11. ENGINEER CUSTODIAL STAFF - Continued

(C) Application of Wage Rate Schedule

(1) Area Basis of Building Engineers' Salaries

(a) The salary of each Building Engineer is based upon the gross school area as of October 31, excepting where changes involving more than twenty per cent (20%) of the area of the existing school are made, in such cases, salary changes will take effect on the date the Operations Department accepts responsibility for, or discontinues use of, the area concerned.

(b) Gross Area Definition

Areas of school buildings for determination of salaries shall be computed as gross area in accordance with the following definitions:

- (1) Gross area of a building is the sum of the area at each floor level included within the principal outside faces of exterior walls, neglecting architectural setbacks or projections.
- (2) Include all storeys or areas which have floor surfaces with clear standing head-room (6 ft. 6 in. minimum). Include mezzanines and balconies only to the extent of their actual floor area. Do not include unenclosed areas under the first floor.
- (3) Exclude all unroofed areas and unenclosed roofed-over spaces.
- (4) Exclude unused areas which are inaccessible or locked.

(2) Promotions

A promotion is defined as a movement of an employee from one position to another which has a higher maximum on the pay scale. Upon promotion from a position of Building Engineer to another position of Building Engineer, an employee shall be paid on the top step of the scale for the new position.

(3) Transfers

All employee movements other than promotions, demotions, or reversions are defined as transfers. Upon transfer, the salary of an employee shall remain the same as before the transfer unless the scale for the position to which **they are** transferred has no such salary, in which case **they** shall be paid at the first step which is lower than **their** existing salary.

11. ENGINEER CUSTODIAL STAFF

(C) Application of Wage Rate Schedule – Continued

(4) Salary While Relieving

When an Assistant Building Engineer is relieving a Building Engineer in charge of a school, and when an Assistant Building Engineer II is relieving an Assistant Building Engineer III, **they** shall be paid the rate **they** would receive if promoted to that position for the total period of relief unless **their** own salary is greater.

If relieving for four (4) continuous calendar weeks **they** shall move to the top step of the rate **they** would have received if permanently promoted to that position.

If the Building Engineer is on vacation, this Article will be applied only if the following facilities in the building are being used by non-School Board staff:

- (a) two (2) classrooms or shops for at least three (3) hours each day; or
- (b) the gymnasium, lunchroom, activity room, auditorium or library for at least two (2) hours each day; or
- (c) Custodians who are required to act from time to time as authorized by the Operations Division in the higher classification shall be paid the pay rate of the job they are assigned to perform.

(5) Shift Differential

The Board shall calculate the cost of shift differential for the afternoon shift and the evening shift for the period that is referred to as the school term, such period being September to June inclusive on the following basis:

- (a) The number of working days in this period times the hours of work, times the shift differential divided by twenty-two (22). The amount produced by this formula shall be paid bi-weekly for those on afternoon and evening shifts and such amounts shall be shown on the **pay advice statement** in the space designated for "allowances".
- (b) The provision will be withdrawn for the months July and August when all employees are on day-shift.
- (c) In the event that it is necessary during July and August for some employees to earn a shift differential such as those employed at the Britannia Community Services Centre, then the above formula shall continue for such employees.
- (d) The daily rate produced by the combined bi-weekly wage and differential shall be paid for statutory holidays and sick days during this period. Vacations shall be on the base rate.

11. ENGINEER CUSTODIAL STAFF

(C) Application of Wage Rate Schedule – Continued

(6) Permanent Relief Employees

Assistant Building Engineer II:

During the school term a transportation allowance, to compensate for the cost of transportation, shall be extended to those employees on relief stand-by during the school term. The allowance is for the purpose of such employees recovering cost or part of the cost of such transportation as a reimbursement of travel expenses while "on call". It shall be increased from year to year by the percentage increase applied to the hourly Custodian rate, exclusive of COLA.

Spare Custodian:

A Custodian designated by the Operations Manager as a spare shall also receive the above allowance.

(7) Travelling Time

An employee who is required to work at more than one (1) School Board site in a working day will be provided travelling time. Travelling time of one-half (1/2) hour will be counted as part of the shift, with effect from 1986 September 1.

(8) Special Salary Categories

(a) Building Engineer, Education Centre, shall receive one (1) extra pay grade for extra responsibilities related to building operation and computer.

(b) Building Engineer, Waverley Elementary School, shall receive one (1) extra pay grade for extra responsibilities related to Waverley Annex operations.

(c) Building Engineers/Head Custodians shall receive one additional pay grade for extra responsibilities related to schools that are combined into a single school/site for any purpose.

(d) A Building Engineer who has a Maintenance Engineer assigned to **their** school shall receive one-half (½) pay grade for each Maintenance Engineer so assigned for extra responsibilities related to such assignment, retroactive to the first day of the first full calendar month such Maintenance Engineer was assigned to **their** school.

(e) Maintenance Engineers will receive an increment of fifty dollars (\$50.00) per month after each five (5) years of service. **Effective July 01, 2020, Maintenance Engineers will receive an increment of one hundred fifty dollars (\$150) per month after each five (5) years of service.**

11. ENGINEER CUSTODIAL STAFF

(C) Application of Wage Rate Schedule

(8) Special Salary Categories – Continued

(f) Training Allowance

Maintenance Engineers shall receive a bi-weekly increment of: fifty (50) dollars for one (1) year of service, ten (10) dollar increment bi-weekly for each additional year of service.

E.g. Sixty (60) dollars for two (2) years of service, seventy (70) dollars for three (3) years of service.

Effective July 01, 2020, Maintenance Engineers shall receive a bi-weekly increment of: fifty (50) dollars for one (1) year of services, fifty (50) dollar increment bi-weekly for each additional year of service.

E.g. **One hundred (100)** dollars for two (2) years of service, **one hundred fifty (150)** dollars for three (3) years of service.

(9) Sunday Bonus

Bonus of twenty-five dollars (\$25.00) will be paid for any Sunday on which an assignment is made as part of the regular work week.

(D) General Provisions

(1) Employee Training

(a) Power Engineer Trainees:

A committee consisting of equal representation from the Union and the Board will meet at the request of either party to consider the training of employees selected by the School Board for firing time on steam boilers and to consider the suitability of this training for engineer-custodial work.

(2) Clothing and Footwear Allowances

The Board agrees to provide an annual clothing and safety footwear allowance of one hundred and fifty dollars (\$150) payable in September of each year.

(3) Changes

Leasing and Contracting Out:

No engineer custodial employee covered by the International Union of Operating Engineers, Local 963, shall lose employment with the Board solely as a result of leasing building or contracting out work normally performed by engineer custodial employees of the I.U.O.E. Local 963.

11. ENGINEER CUSTODIAL STAFF

(D) General Provisions – Continued

(4) Joint Training Committee

The parties agree to establish a Joint Training Committee consisting of two (2) members of the Union and two (2) members of the Operations Department. The terms of reference of the committee shall be:

- (a) to attend and to evaluate the existing training programs with a view to upgrading and improving course content and training methods and procedures, and
- (b) to plan new training programs designed to meet the employee's need to learn or to improve on-the-job skills in supervision, heating, cleaning, minor repairs and other aspects of the duties of a Building Engineer or Head Custodian.

REPAIRS (MINOR) AND INCIDENTALS DONE BY THE ENGINEER CUSTODIAL STAFF

<u>Repair</u>	<u>Operations</u>	<u>Maintenance Workshop and Purchasing Department</u>
Blinds	(Black-out, etc.) Adjust/staple/rewind/brackets	As required
Boilers/Controls	Gen.main/screens & filters, open*sealing*, low water cut**/**minor ser.*	Service as required
Carpets	Temporary repair	Repair and replace
Cupboards	Loose handles or replacement, minor work	Major work
Door Closers	Adjust or exchange, minor repair & installation*	Overhaul & repair
Door Knobs	Adjust, some replacement	Most repair & replace
Door Stops	Loose or replace	
Drapes	Replace hooks	As required
Elect. Recep./Plates	Replace	
Electrical Stoves	Loose wires*, replace fuses, replace elements*	Installation
Extension Cords	Repair	
Fan Belts	Adjust & replace*	Multi-belt drives
Fire alarm batteries	Service */**	Replace
Fluorescent Fixtures	Repl.broken contact ends, ballasts** misc.light fixtures servicing (*all)	Replacement
Furniture	Loose screws, worn glides, sand splintered surfaces, contact cement	As required
Gas Pilots	Relight & adj., repl. Thermocpl.,lab.Gas, clean & adj. sml.brner (*all)	Most gas work
Hinges	Loose or pin placement, minor door servicing	Major door service
Light Fixtures	Plastic defusers, minor service & repair, all types	Fixture replacement
Lockers	Replace missing bolts, cut locks, adjust, handle repair	Prog. Repair & major & repl.
Machinery (plant)	Lubricate & maintain, minor repair pumps, fans, burners (*all)	Major repair & repl.
Map Racks	(Overhead screens hanging)	As required
Master/Slave Clocks	Rest, daylight savings*	Repair
Paint./Plast./Brick Work	Touch-up & repair	Programmed work
Pencil Sharpeners	Replace or change blades, install	
Pumps	Replace packing, seals	Major work
Roof Drains	Check & clear, minor repair	Repair as required
Security Buttons	Loose or replace if faulty	Electronics
Sinks/Fountains	Clear traps & adjust, minor service, some replacement*	Major repair & repl.
Soap Dispensers	Repair or replace	
Sprinkler Systems	Maintain dry type, replace heads on wet, annual, */**minor repair	Compressor, major leaks, controls
Steam Traps	Element replacement	Prog. Repair & repl.
Switches	(Toggle, key, rocker, low voltage, 3 way) replace*	Major rewiring
Taps	Repl. Washers, minor leaks reseal, some repl., check backflow prevent. **(*all)	Major repair & repl.
Thermostats	Adjust, some replacement	Most calibration work
Tiles (ceiling)	Loose re-glue, baseboard, some floor	Major repair
Toilets	Use of toilet auger & replace tank floats, tank & flushometer minor servicing*	Major repair
Window Catches	Loose or replace, free-up, weatherstrip	As required
Window Glass	Glass patch or board up, minor carpentry	Glazing

<u>Repair</u>	<u>Operations</u>	<u>Maintenance Workshop and Purchasing Department</u>
Lunchroom Tables	Servicing and repair	Parts fabrication
Computer Components	Security cable installation	

The above is a representative sample of minor repairs which may be carried out by Operations staff and is not to be exclusive or complete.

*instruction to be provided by Maintenance Engineer as required:** to be phased in.

ATTACHMENT A

Letter of Understanding
Work Assignments Dispute Resolution

1991 January 22

This will confirm our understanding with respect to work assignment disputes between the Board, the Building Trades, and the I.U.O.E. Local 963. The following shall form part of the collective agreement between the I.U.O.E. Local 963 and the Vancouver School Board:

The parties agree that the attached guidelines will determine the assignment of work between the Building Trades Unions and I.U.O.E. The parties further concur that any dispute involving interpretation of the guidelines, or work not covered by the guidelines, will be resolved in accordance with the following procedure:

- (1) A representative from the I.U.O.E. and the concerned Building Trade Union may meet concerning a work assignment made by the Vancouver School Board. If the two (2) Unions agree that the assignment be reversed and advise the Vancouver School Board in writing of this agreement, then the Vancouver School Board shall accept and act on the work proceeding as per agreement between the two (2) unions. Any of the three (3) parties, if they wish, may proceed to step #2 below.
- (2) A committee of six (6) persons will meet and attempt to resolve the dispute to the mutual satisfaction of all parties. The committee will be comprised of two (2) members of the affected Building Trade Union(s), two (2) members of the I.U.O.E., and two (2) representatives of the Vancouver School Board including at least one (1) from the Maintenance Group.
- (3) It is agreed the above committee will meet within (10) working days of a written complaint by one of the parties being served on the other two (2) parties. The complaint will identify the work assignment which is in dispute and the requested resolution of the dispute.
- (4) The committee will rule on matters by consensus. If consensus is not reached, any of the involved parties will have the right to refer the matter to an expedited hearing with ten (10) working days of the above meeting. The other parties shall attend the hearing and agree that the decision of the chairperson will be final and binding on the three (3) parties.
- (5) The chairperson named below will convene the hearing within fifteen (15) calendar days of the above request, and will issue a decision within thirty (30) calendar days of completion of the hearing.
- (6) For the life of this agreement the named Chairperson will be(name)"

(Names proposed by the Union are Jim Dorsey, David McPhillips, Chris Sullivan, and Bob Pekeles with intent of selecting a chairperson and alternate).

INTERIM GUIDELINES FOR ALLOCATING MINOR REPAIR WORK

1. The allocation of minor repair work will be as set out in Attachment A, which is based on specific items in the I.U.O.E. 1985 November 4 list, with amendments taken in part from the Trades' 1986 July Letters of Understanding. This will not prohibit I.U.O.E.-affiliated personnel from performing other minor and incidental repairs.

ATTACHMENT A

1991 January 22
Letter of Understanding
Work Assignment Dispute Resolution
Interim Guidelines - Continued

2. All fabrication of materials and painting of same by I.U.O.E.-affiliated personnel will be discontinued.
3. The prime function and activities of the five (5) I.U.O.E. Maintenance Engineers will be refocused on their original concept of upgrading building engineer skills to handle the 1985 November 4 list of minor repairs, now as amended by Attachment A.
4. I.U.O.E.-affiliated personnel will replace outside forces in the inspection and minor repair of folding lunchroom tables. Fabrication of parts and major repairs will be by others as required.
5. Repair work requisitions from schools will continue to be forwarded to Physical Plant/Operations at the Administration Building. All repair and fabrication work, other than the building engineer minor repairs set out in Attachment A will be forwarded by Operations to the Maintenance Workshop for processing and action.

ATTACHMENT A

1. PLUMBERS AND PIPEFITTERS

- a) Boilers/Controls
 - No change from present practice is required.
 - General maintenance is the responsibility of the B/E, who troubleshoot and call Workshop on non-minor problems.
 - A full programme of safety checks is done by the B/E to comply with the B.C. Boiler Act.
- b) Boilers
 - B/E's open, clean and seal, including disconnection of gas connections when necessary to maintain the operation of a boiler.
 - Repairs to gas and oil burners by U.A. Local 170 journeypersons to comply with the B.C. Gas Safety Act.
- c) Low Water Cut-offs

The Building Engineer, Head Custodian or their Assistant, in conjunction with a steamfitter or plumber, shall jointly perform the annual testing and inspection of the low water cut-offs. It was further agreed they shall both stamp the inspection tag. This procedure shall be carried out at a time that is mutually convenient to both parties.
- d) Gas Pilots
 - B/E's re-light and adjust.
 - All other gas work done by U.A. Local 170 journeypersons.
- e) Machinery (Plant)
 - B/E's lubricate, maintain and make minor repairs to pumps and fans.
 - All gas and oil burner work, major repairs by U.A. Local 170 journeypersons.
- f) Pumps
 - B/E's replace packing.
 - Seals and major repairs by U.A. Local 170 journeypersons.
- g) Roof Drains
 - B/E's check, clear and do minor repairs.
 - Major repairs, replacing pipes and fittings by U.A. Local 170 journeypersons.

ATTACHMENT A

PLUMBERS AND PIPEFITTERS – Continued

- h) Sinks and Fountains
 - B/E's clear traps, adjust and minor servicing.
 - All replacements of sinks and fountains by U.A. Local 170 journeypersons.
 - i) Wet Sprinkler Systems
 - B/E's carry out bi-weekly inspections in line with their responsibility for fire safety system operation, including minor servicing and replacement of single sprinkler heads.
 - Annual Inspections, revamping and additions by U.A. Local 170 journeypersons.
 - j) Soap Dispensers
 - B/E's repair and replace dispensers.
 - Replace and disassemble piped dispensers of U.A. Local 170 journeypersons.
 - k) Steam Traps
 - B/E's do element replacement. Reassembly of unserviceable traps for replacement by U.A. Local 170 journeypersons.
 - Programme repair and replacement by U.A. Local 170 journeypersons.
 - l) Thermostats
 - B/E's make adjustment as required.
 - Calibration, servicing and replacement by U.A. Local 170 journeypersons.
 - m) Toilets
 - B/E's use up to 6 foot toilet auger for clearing blockages, perform in-tank servicing and adjustment of internal tank components.
 - Tank and seal replacement, ball cock assembly replacement, flushometer servicing by U.A. Local 170 journeypersons.
 - n) Taps
 - B/E's replace washers, minor leaks reseal.
 - All other replacements, major repairs and backflow preventers by U.A. Local 170 journeypersons.
2. SHEET METAL WORKERS
- a) Lockers
 - B/E's replace missing bolts, cut locks, adjust, handle and other minor repairs.
 - Programme repairs and replacement by sheet metal workers.
 - b) Roof Drains
 - B/E's check, clear and do minor repairs.
 - Major repairs by sheet metal workers.
3. PAINTERS AND ALLIED TRADES
- a) Touch-up and Repair
 - B/E's to carry out emergent removal of graffiti which can be accomplished within one hour, and painting boiler room floors and inside concrete stairs.
 - All other painting, related prep work, colour mixing and matching by painters.
4. BRICKLAYERS AND CEMENT MASONS
- No changes required to present practices.

ATTACHMENT A

5. HEAT AND FROST INSULATORS

- a) Insulation
 - B/E's check, service and make minor repairs.
 - All installation, major removal and repairs by heat and frost insulators.

6. CARPENTERS

- a) Door Closers
 - B/E's adjust or exchange.
 - Overhaul and repairs by carpenters.
- b) Hinges
 - B/E's replace pins, tighten loose hinges and hardware.
 - Major door servicing by carpenters.
- c) Map Racks
 - B/E's install, replace and repair map racks, pictures and overhead screens.
 - Major installations and replacements by carpenters.
- d) Window Catches
 - B/E's tighten and replace catches, repair or replace existing weatherstrip.
 - New hardware and weatherstripping installed by carpenters.

7. MACHINISTS

- a) Fan Belts
Replacement of all fractional horsepower ('L' Section) drive belts, whether single or multiple drive, will continue to be performed by the Building Engineer on site as established by past practice.

Replace of all 'A', 'B', 'C' and 'D' drive belts, whether single or multiple drive, will continue to be preformed by the machinist as per written work requisitions or, in emergency phone-in situations to the Workshop, as established by past practice.

- b) Machinery (Plant)
 - B/E's inspect, lubricate, tighten or refasten loose components on pumps and fans, and adjust leaking pump glands.
 - Major repairs, rebuilds, replacement and critical alignment of bearings, shafts, pumps, fans, and compressors by machinists.
- c) Pump Seals
 - Installation, replacement or repair by machinists.

8. ELECTRICIANS

- a) Boiler Controls
 - B/E's carry out minor repairs.
 - Major repairs, replacement or revisions to associated wiring by electricians.
- b) Electrical Receptacles, Switches and Plates
 - B/E's to continue to replace up to and including 110 volts.
 - All installations and replacements over 110 volts by electricians.
- c) Electrical Stoves
 - B/E's connect loose wires, replace fuses and elements.

ATTACHMENT A

- Locate and correct problems in power to stoves, disconnect old and convert new stoves that require wiring to power source by electricians.
- d) Fire Alarm Systems
 - B/E's make bi-weekly check of pull stations, bells and some activator devices in each protection zone; test and service emergency power batteries
 - Annual check and service of total system; replacement of emergency power batteries by electricians.
- e) Fluorescent Light Fixtures
 - B/E's replace high intensity lamps, tubes, broken contact ends, and groups of up to 4 regular ballasts.
 - Replacement of all fixtures, sockets, groups of 5 or more regular ballasts, and all high intensity gymnasium ballasts by electricians.
- f) Incandescent Light Fixtures
 - B/E's repair or replace damaged and defective fixtures and sockets.
- g) Security Buttons and Door Holders
 - B/E's make periodic checks to confirm effective operation.
 - Repair or replacement of damaged and defective items by electricians.
- h) Thermostats
 - B/E's make periodic checks to confirm effective operation.
 - Repair or replacement of damaged and defective items by electricians.
- i) Machinery
 - B/E's do minor repair.
 - Repair, replacement and relocation of associated wiring by electricians.
- j) Sprinkler Systems
 - B/E's carry out bi-weekly checks on wet sprinkler system in line with their responsibility for fire safety system operation.
 - Repair of electrical faults when reported and participation in the annual system maintenance check by electricians in conjunction with plumbers and B/E.

12. BRITANNIA COMMUNITY SERVICES CENTRE

All the provisions of this Agreement including those in Article 11., apply to the Britannia Community Services Centre except and in addition to the following:

(A) Working Conditions

(1) Duties and Required Training and Qualifications

Employees are expected to attend the training courses that are made available.

(a) Building Engineer

The Building Engineer in charge of this Centre shall accept the care of the buildings and grounds, and the provision of heating, cleaning and other services to the Centre as **their** responsibility and **they** shall coordinate and do necessary work as and when it is required. The employee shall be responsible for work planning and equitable distribution of work. **They** will provide service at the request of the School Principal, Community Services Centre Director, or their delegates and will maintain continuous communication with them.

The work and required qualifications of the Building Engineer is outlined in the 1978-01-01 Class Specification No. B-1.

Required Heating Certificate: Class "A" (former Boiler and Pressure Vessel Act) or Boiler Operator (1982 Act) or higher.

(b) Senior Assistant Building Engineer

Work and required qualifications outlined in 1978-01-01 Class Specification No. B-2.

Required Heating Certificate: Class "A" (former Boiler and Pressure Vessel Act) or Boiler Operator (1982 Act) or higher.

(c) Assistant Building Engineer

Work and required qualifications outlined in 1978-01-01 Class Specification No. B-3.

Required Heating Certificate: Class "A" (former Boiler and Pressure Vessel Act) or Boiler Operator (1982 Act) or higher.

12. BRITANNIA COMMUNITY SERVICES CENTRE

(A) Working Conditions – Continued

(2) Hours of Work

(a) The Building Engineer shall work eight (8) consecutive hours per day. all other employees, excepting Custodians, shall work eight (8) hours per day within eight (8) consecutive hours with lunch taken during that time. Custodians shall work seven and one half (7 ½) hours per day exclusive of lunch, which shall be taken in addition to this time.

(b) All employees shall work five (5) consecutive days in seven (7) with two (2) consecutive days off, except during a shift change when compensating time off may be granted by the Building Engineer. On shift change it may be necessary to have either one (1) or three (3) days break between shift at which time it may also be necessary to work more than five (5) consecutive days. Such employees shall not suffer any loss of pay nor incur overtime when such arrangements are necessary when changing shifts.

(c) The Building Engineer shall assign all employees under **their** control to work shifts as required and **they** will set starting times and quitting times.

(d) The Building Engineer will normally work day shift Monday to Friday inclusive, provided, however, the assignment can be altered in accordance with subsection (e) hereto.

(e) Adjustments:

The Operations Manager may make adjustments to the working conditions for extraordinary circumstances and the Union will be advised when **they** so act.

(f) Overtime:

(1) All employees shall work overtime when requested by the Board, but the Board will make every effort to keep overtime to a minimum.

(2) Overtime will be paid all employees for all work done in excess of eight (8) hours in one (1) day, except for Custodians seven and one half (7 ½) hours in one (1) day, and for all work done on their days of rest.

(g) Holidays:

Subject to workload and the permission of the Operations Department, holidays may be taken at any time.

(3) Absence

A Custodian shall be replaced, provided adequate notice has been given, when a regular Custodian is off for any reason.

(4) Vacancies

All vacancies for permanent positions, shall be posted.

12. BRITANNIA COMMUNITY SERVICES CENTRE

(A) Working Conditions – Continued

(5) Relationship Between Employees

Employees at the Britannia Community Services Centre shall have equal and reciprocal rights, Benefits and obligations in regard to promotion, transfer and relieving with the other employees covered by this Agreement. Seniority shall be the same as if employed at other Board schools.

(B) Allocation of Work

(1) Allotment of Staff to Schools

The following applies only to the Secondary School Buildings in use in October, 1974 plus the main building only of the Elementary School:

Staffing hours include all heating and cleaning personnel.

For cleaning: One (1) staffing hour per work day for each 3,225 square feet of inside floor area.

For care of heat and ventilation plant, minor repairs and work incidental to school operation: eight (8.0) staffing hours per work day.

All time not applied to operation shall be used in cleaning.

Outside classrooms, individually heated, shall be classified at the rate of one and one-half (1 ½) times their square footage of cleaning area.

(2) Distribution of Work

- (a) The Building Engineer is responsible for work-planning and equitable distribution of work over the entire custodial staff.

The Centre shall have a written work schedule for all custodial employees, at the centre, displayed in a manner and in a place accessible to all such employees. Copies of such schedule shall be maintained at the office of the Operations Manager.

Classrooms shall not be cleaned while school classes are in session.

- (b) An employee who has cause to object that the distribution or allocation of work is inequitable to **them** may, if unable to resolve the matter with the Building Engineer, protest to the Business Manager of the Union who shall, upon determination that the employee has cause, and within five (5) working days of the protest, raise the matter in writing giving as much detail as possible, with the Operations Manager, who shall have the matter investigated in consultation with the employee who raised the matter, the Union and the Building Engineer concerned.

An employee who initiates such protest or objection shall not suffer any discriminatory or disciplinary action for having done so, provided that **they** had made, and **have** continued to make, every possible effort to complete **their** work schedule or assignment without disruption or stoppage of work.

12. BRITANNIA COMMUNITY SERVICES CENTRE

(B) Allocation of Work - Continued

- (c) Should a matter remain unresolved after such consultation, the Union may initiate Grievance Procedure at Stage 2, Article 4., of the Grievance Procedure.

(C) Application of Wage Rate Schedule

(1) Shift Differential

The Board shall calculate the cost of shift differential for the afternoon shift and the evening shift for the period that is referred to as the school term, such period being September to June inclusive on the following basis:

- (a) The number of working days in this period times the hours of work, times the shift differential divided by twenty-two (22). The amount produced by this formula shall be paid bi-weekly for those on afternoon and evening shifts and such amounts shall be shown on the **pay advice statement** in the space designated for "allowances".
- (b) The provision will be withdrawn for the months July and August when all employees are on day-shift.
- (c) In the event that it is necessary during July and August for some employees to earn a shift differential such as those employed at the Britannia community Services Centre, then the above formula shall continue for such employees.
- (d) The daily rate produced by the combined bi-weekly wage and differential shall be paid for statutory holidays and sick days during this period. Vacations shall be on the base rate.

(2) Consolidated Allowance

The Board agrees to consolidate the salary of Assistant Building Engineers into a bi-weekly payment. The average of Sunday Bonus and shift differential shall be shown on the **pay advice statement** under the heading "allowances". The amount agreed by the parties is the average of Sunday Allowance and shift differential.

13. CAFETERIA TEACHERS' AIDES/FOOD SERVICE WORKERS

(A) Definitions and Coverage for Benefits

(1) Permanent Employee

An employee who has satisfactorily completed a probationary period of three (3) complete working calendar months and who has been appointed to permanent staff.

(2) Temporary Employee

An employee who has been engaged on a day-to-day basis for a stipulated period, to fill a temporary vacancy or for some special temporary work. A temporary employee as of 2001 January 01 shall receive fourteen per cent (14%) of basic pay in lieu of all Benefits including statutory entitlement.

(B) Working Conditions

(1) Hours and Days of Work

(a) The hours of work shall be five and one-half (5 ½) to seven (7) hours per day, with one-half (½) hour off for lunch which is not included as work time.

(1) The maximum days of work shall be five (5) consecutive days within a seven (7) day period.

(2) An employee in a school shall work on all days on which the school is in session for pupils. An employee in a school shall work on any other day between September 1 and June 30, upon forty-eight (48) hours' notice.

(3) Notwithstanding the above, employees shall report for work on professional days between September 1 and June 30.

(2) Overtime

Overtime rates will be paid for all work done after normal working hours for that employee. Overtime rates shall be at double the normal rate of pay. An employee who elects to receive compensating time off in lieu of being paid for overtime shall be given compensating time off equivalent to the number of hours which **they** would have been paid for as overtime so worked. Provided, however, that if all of the compensating time off has not been used by August 31 of the year in which such overtime was earned or, prior to leaving the service of the Board for any reason (whichever event occurs first), the employee shall be paid out for the overtime for which no compensation was received in October of the year in which it was earned.

(3) Minimum Shifts

(a) **Employees shall not be required to work shifts of less than four (4) hours in length and the employer shall not schedule shifts of less than four (4) hours per day.**

(b) The employee called out to work and who commences work shall receive a minimum payment equivalent to four (4) hours pay at regular rate.

13. CAFETERIA TEACHERS' AIDES/FOOD SERVICE WORKERS

(B) Working Conditions – Continued

(4) Banking

An employee required to bank on behalf of the school in which **they** work shall be allowed one-half (½) hour of **their** regular shift for this purpose. It is understood this allotment of time is for tasks related to bookkeeping, including counting of cash and preparing bank deposits, of the school cafeteria but does not include the physical movement of cash or any other deposit to a site off school board premises.

(C) Allowances

(1) Lead Hand

The allowance will be paid while so performing and thereafter the allowance shall be increased in the percentage of the **general wage increase** applied to the basic rates to the nearest one cent (\$0.01).

A Cafeteria Teacher Aide will be designated as lead hand in each teaching cafeteria at the start of each school term (fall, spring, summer) that the cafeteria operates. If a designated lead hand is absent from work, an alternate may be appointed on a temporary basis at the discretion of the teacher in charge.

(2) Shift Differential

The allowance will be paid for any hour or part thereof worked after 15:00 hours (not applicable to overtime hours).

(D) Employee Benefits

(1) General (Statutory) Holidays

(a) A statutory holiday is earned if it occurs during a month in which the employee has been employed.

(b) A temporary employee qualifies for the above general (statutory) holidays in accordance with the criterion the qualifications sections of the Employment Standards Act and Amendments.

(c) A term employee who may be required to work on a statutory holiday shall be paid double time for the day and be given a day off in lieu.

(d) A term employee who does not work during July and August shall be credited with two (2) days pay in lieu of the July 1 and August 1 statutory holidays in September provided they are on staff at that time.

(2) Payout of Annual Vacation

Employees' annual vacation will be paid out during the Christmas and spring school closures.

13. CAFETERIA TEACHERS' AIDES/FOOD SERVICE WORKERS - Continued

(E) General Provisions

(1) Seniority

In making promotions, transfers and demotions, the skill, knowledge and efficiency of the employees concerned shall be the primary consideration and where such qualifications are equal, length of service shall be the determining factor.

When an employee is promoted to a new position, **they** shall serve at least a three (3) months' probationary period in the new position before being confirmed in the appointment. In the absence of notice to the contrary, confirmation shall be automatic. If the employee's appointment is not confirmed, **they** shall revert to a position of equal status to the position occupied prior to promotion.

The position formerly held shall be filled by a temporary employee which employee shall not be made permanent until the status of the employee on trial has been made permanent.

Seniority shall be calculated from the date from which the employee commenced continuous employment with the Board.

A seniority list of employees indicating classification, years of service and place of employment shall be supplied to the Union each year during the month of September.

(2) Temporary Employee's Seniority - Cafeteria Workers

Temporary employees who have accumulated one thousand (1000) paid hours from 1998 July 1 over any twenty-four (24) month period shall be placed on the temporary employee seniority list with twenty-four (24) months seniority. If more than one (1) employee qualifies for temporary employee seniority on the same occasion they shall be placed on the seniority list in the order of original hire date.

(3) Notification of Vacancies

The Board agrees that before permanently filling any position covered by this Agreement, notice of such vacancy shall be posted in such conspicuous places as may be designated by the Board for eight (8) working days. This notice shall include the job location but this will not prejudice the right of the Board to transfer employees.

(4) Clothing Allowance

The Board shall reimburse each employee for up to seventy-five dollars (\$75) per year for clothing and an additional seventy-five dollars (\$75) for safety footwear. No receipts will be required. The reimbursement shall be made at the beginning of each school year with the first salary cheque of the year. New employees shall receive the equivalent of two (2) annual reimbursements for the purchase of clothing; i.e., one hundred fifty dollars (\$150) without receipts, with effect from the date of confirmation of permanent status.

13. CAFETERIA TEACHERS' AIDES/FOOD SERVICE WORKERS

(E) General Provisions – Continued

(5) Uniforms

It shall be the responsibility of all employees to provide themselves with proper uniforms and other clothing for the work in the cafeteria.

(6) Classification Changes

The Union or the Board shall have the right to request an examination of any position which should be reclassified. The party initiating the request shall ensure that such request is in writing to the other party explaining the reasons for the request to reflect changes in the work, work patterns or comparisons with other similar positions which may have a high rating.

(7) Notification to Union

The Union shall be notified of all employees who leave or whose employment is severed and all new employees who join during the school year. The notification to the Union shall include the address and telephone number of all such employees.

(8) Employee Training/Certificates

Effective July 01, 2020, the Board shall pay the cost of all employee required post-hire certifications, including but not limited to, power engineer registration and FoodSafe, provided the employee has submitted proof of completion and an appropriate receipt or receipts.

14. SCHOOL LUNCH PROGRAM

(A) Hours and Days of Work

- (1) School lunch program staff shall work shifts between the hours of 8:00 a.m. and 3:00 p.m.
- (2) Lunch program staff shall work on all days that school is in session for pupils. For Sports Days and days where school is in session for only part of a day, staff shall work only if lunch is to be served at the school and, in such a case, will work a normal shift.

(B) Staffing

- (1) Sandwich programs shall be staffed by a Cafeteria Teachers' Aide I for four (4) hours per day.
- (2) Hot Lunch Programs shall be staffed by C.T.A. I for four (4) hours per day except as noted below.
- (3) Hot Lunch Programs regularly ordering over one hundred fifty (150) meals per day shall be staffed by a C.T.A. I position for five point five (5.5) hours per day.
- (4) Hot Lunch Programs regularly ordering over three hundred and twenty five (325) meals per day shall have additional help provided.
- (5) The parties recognize that, because of the physical layout of some schools' cafeteria serving areas, either additional time or additional help may be appropriate at volumes of meals ordered less than those specified in (B) (3) and (B) (4).

(C) Review Committee

A committee consisting of equal representation from the Union and the Board shall meet at the request of either party to consider matters that pertain to the School Lunch Program. The parties agree to meet within five (5) working days of the request.

In the case of questions of proper staffing of a school lunch program, where the matter remains unresolved after consideration by the review committee, either party may refer the matter to the grievance procedure, beginning at Stage 3, for resolution.

(D) Overtime

Authorization in advance from the Supervisor of the School Lunch Program shall be required for any overtime worked.

(E) Staff Meetings


School Lunch Program staff meetings shall be scheduled for a maximum one (1) hour, and employees will be paid one(1) additional hour at their normal rate for attendance at such meetings.

(F) Employees in the School Lunch Program will not be required to do banking.

15. SIGNATURE PAGE

IN WITNESS WHEREOF the Board has caused these presents to be sealed with the seal of the Board of Education of School District No. 39 (Vancouver) and signed by the Chairperson and Secretary-Treasurer of the Board, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE UNION, in the presence of



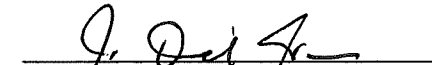
Tim Chester
President



Janet Fraser
Chairperson



Tim De Vivo
Business Manager



J. David Green
Secretary-Treasurer

Date: April 28, 2020

Letter of Understanding #1

1989 February 6

TO: Building Engineer
FROM: Business Agent, I.U.O.E. 963/Personnel Manager or designate
SUBJECT: Clarification - Overtime

It has been brought to our joint attention that some rentals have had to be deferred because no one in a particular school was prepared to work overtime. The provision of overtime in the Collective Agreement has a premium negotiated between the V.S.B. and the I.U.O.E. 963 to compensate employees for the right of the Board to ask for overtime particularly in the case of rentals. The fact that there is a provision in the Collective Agreement means that the Union has accepted to provide members to work under those conditions and for that premium.

Consequently, in future when overtime is required by the Board, the Building Engineer shall be responsible to provide someone to perform the overtime. Obviously the Building Engineer has the first right to accept or defer, but in the case of the latter it is necessary for **them** to find someone else to perform the duties, and failing which, **they** shall have no alternative but to comply **themselves**. The practice of finding some other member of the Union outside of the school staff willing to work overtime and who is qualified and knowledgeable in lockup, etc. is acceptable to the Union and to the Board. The onus, however, is on the Building Engineer and not on the Operations Division to find such person or persons.

P. Bitz
Business Representative
I.U.O.E., Local 963

Vaughan K. Bowser
Director, Employee Relations

lab

Letter of Understanding #2

1989 February 24

Mr. P. Bitz, Business Manager
International Union of Operating Engineers, Local 963
#211, 8475 Ontario Street
Vancouver, B. C.
V5X 3E8

Dear Mr. Bitz:

This will confirm our discussions regarding liability of Employee in performance of their duties.

It is extremely unlikely the Board would consider an individual liable for actions in the normal course of **their** duties. However, this would not protect an individual from actions going beyond the scope of their employment. Likewise, conduct which is malicious or grossly negligent or irresponsible would not be protected.

In the great majority of situations you can be assured the Board will carry the defense of the action. If you have any questions regarding the above, please call.

Yours truly,

V. K. Bowser
Director, Employee Relations
VKB/lab

Letter of Understanding #3

LETTER OF UNDERSTANDING RE: FIRING TIME PROGRAM
BETWEEN
VANCOUVER BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER)
(THE "EMPLOYER")
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 963 (VANCOUVER)
(THE "UNION")

The following represents the process to be used to award Power Engineer Trainee positions for International Union of Operation Engineers, Local 963 affiliated employees at the Vancouver Board of Education.

- The parties agree that when a vacancy arises in a school that meets the regulatory requirements for acquiring Power Engineer firing time and plant training, the normal posting provisions may be waived in consultation and agreement with the union, and the position will be posted as a "Power Engineer Trainee".
- The position will be awarded to the most senior qualified applicant. In order to qualify for a vacancy referenced immediately above all applicants must have successfully completed the BCIT Fifth Class Power Engineering Program or a similarly acceptable program.
- In order to qualify for a vacancy referenced immediately above, all applicants must have successfully completed a Power Engineering course accredited by the BC Safety Authority. The onus to ensure the course of study is accredited by the BCSA is on the individual attending.
- The position will be awarded to the most senior qualified applicant.
- The Power Engineering Trainee position will be filled for a period of twelve (12) months in order for the trainee to complete the requirements of the program.
- Upon completion of the twelve (12) month program, the trainee will return to their previous position and status. The vacated position will then be posted as per normal practice, unless the parties through consultation mutually agree to repost as a Power Engineer Trainee.
- At the end of the twelve (12) month period the trainee will receive five (5) days in lieu to be taken during July and August and at a time approved by the Operations Department. Such approval shall not be unreasonably withheld.

The Power Engineer Trainee will be paid the Custodial rate, including applicable allowances and is subject to all other collective agreement provisions not specifically addressed in this Letter of Understanding.

The Employer (represented by Operations and Human Resources) and Union will meet annually to review the program.

Signed this 02 day of July, 2015

On Behalf of the Union

Tim De Vivo
Business Manager, IUOE Local 963

Tim Chester
President, IUOE Local 963

On Behalf of the Employer

Nancy Stair
Senior Manager – Labour Relations

Brian Bell
Assistant Manager, Operations

SUMMARY OF WAGE RATES 2019 JULY 01 to 2022 JUNE 30

SUMMARY OF WAGE RATES FOR EMPLOYEES COVERED BY
V.S.B./I.U.O.E. 963 COLLECTIVE AGREEMENT

2019 JULY 01 to 2020 JUNE 30

ENGINEER CUSTODIAL STAFF

(1) Rates

(a) Bi-weekly paid employees - bi-weekly rates

Building Engineers:

Gross Area of School	Temporary Salary	Permanent Salary
1 - 14,000 sq. ft.	\$1,903.96	\$1,903.96
14,000 - 28,000 sq. ft.	1,957.83	2,012.49
28,001- 50,000 sq. ft.	1,957.83	2,115.96
50,001 - 100,000 sq. ft.	2,035.63	2,199.56
100,001 - 160,000 sq. ft.	2,187.18	2,349.42
160,001 - 250,000 sq. ft.	2,270.81	2,433.09
250,001 - 350,000 sq. ft.	2,349.42	2,510.05
2019 JULY 01 to 2020 JUNE 30 - Bi-Weekly		
Assistant Building Engineer III		\$2,044.74
Assistant Building Engineer II		1,937.95
Assistant Building Engineer I		1,879.99
Assistant Head Custodian		1,879.99
Head Custodian	1 – 28,000 sq. ft.	1,903.14
	28,001 – 42,000 sq. ft.	1,957.00
	42,001 – 50,000 sq. ft.	2,115.96
Custodian		1,776.49
Maintenance Engineer *		2,281.21

* Refer to Article 11.(C) (8) (e) & 11. (C) (8) (f) regarding increments

(b) Hourly Rates

Temporary Custodian	\$23.09 per hr.
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SUMMARY OF WAGE RATES 2019 JULY 01 to 2020 JUNE 30 – Continued

Engineer-Custodial Staff (cont'd)

(c) Shift differentials

Afternoon Shift	\$ 0.39 per hr.
Night Shift	\$ 0.80 per hr.

(2) Allowances

	See Section	
Lead Hand	11.(B)(3)(d)	\$0.45 per hr.
Lead Hand 2	11.(B)(3)(e)	\$0.90 per hr.
Assistant Building Engineer II	11.(C)(6)	\$44.93 bi-weekly
Sunday Bonus	11.(C)(9)	\$25.00
<u>Clothing and Footwear</u> Allowance to Building Engineers, Assistant Building Engineers, Assistant Head Custodians, Head Custodians, Maintenance Engineers, and Custodians	11.(D)(2)	\$150.00 per year
On-Call Foreman	11.(C)(9)	One (1) pay grade

SUMMARY OF WAGE RATES 2019 JULY 01 to 2020 JUNE 30 – Continued

BRITANNIA COMMUNITY SERVICES CENTRE

(1) Bi-weekly paid employees - bi-weekly rates:

<u>2019 JULY 01 to 2020 JUNE 30</u>		
Building Engineer	Temporary Salary	\$2,631.83
	Permanent Salary	2,800.71
Senior Assistant Building Engineer		2,400.80
Assistant Building Engineer		2,220.26
Custodian		1,776.49

(2) Shift differentials:

Afternoon Shift	\$0.39 per hr.
Night Shift	\$0.80 per hr.

(3)

Sunday Bonus	\$25.00
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(4) Allowances

	See Section	
Lead Hand 1	11.(B)(3)(d)	\$0.45 per hr.
Lead Hand 2	11.(B)(3)(e)	\$0.90 per hr.
Consolidated Allowance	12.(C)(2)	\$64.97 bi-weekly

SUMMARY OF WAGE RATES 2019 JULY 01 to 2020 JUNE 30 – Continued

CAFETERIA WORKERS

(1) Rates

Temporary Employees

2019 July 01 To 2020 June 30

	Hourly Rate	Bi-weekly Wage Rates		
		4.0 hr/day	5.5 hr/day	7.0 hr/day
Food Service Worker	\$ 20.68	\$827.20	\$1,137.40	\$ 1,447.60
Caf. Teachers' Aide 1	\$ 24.96	\$998.40	\$1,372.80	\$ 1,747.20
Caf. Teachers' Aide 2	\$ 25.36	\$1,014.40	\$1,394.80	\$ 1,775.20
Caf. Kitchen Work Leader (TQ)	\$ 27.82	\$1,112.80	\$1,530.10	\$ 1,947.40
Caf. Kitchen Work Leader	\$ 25.36	\$1,014.40	\$1,394.80	\$ 1,775.20
Culinary Assistant (TQ)	\$ 28.46	\$1,138.40	\$1,565.30	\$ 1,992.20

Permanent Employees

2019 July 01 To 2020 June 30

	Hourly Rate	Bi-weekly Wage Rates		
		4.0 hr/day	5.5 hr/day	7.0 hr/day
Food Service Worker	\$ 21.60	\$864.00	\$1,188.00	\$1,512.00
Caf. Teachers' Aide 1	\$ 25.93	\$1,037.20	\$1,426.15	\$1,815.10
Caf. Teachers' Aide 2	\$ 26.83	\$1,073.20	\$1,475.65	\$1,878.10
Caf. Kitchen Work Leader (TQ)	\$ 29.30	\$1,172.00	\$1,611.50	\$2,051.00
Caf. Kitchen Work Leader	\$ 26.83	\$1,073.20	\$1,475.65	\$1,878.10
Culinary Assistant (TQ)	\$ 29.97	\$1,198.80	\$1,648.35	\$2,097.90

(2) Lead Hand \$ 0.58 per hour

[See Section 13. (C)(1)]

(3) Shift Differential \$ 0.28 per hour

[See Section 13. (C)(2)]

2020 JULY 01 to 2021 JUNE 30

ENGINEER CUSTODIAL STAFF

(1) **Rates**

(a) Bi-weekly paid employees - bi-weekly rates

Building Engineers:

Gross Area of School	Temporary Salary	Permanent Salary
1 - 14,000 sq. ft.	\$1,942.04	\$1,942.04
14,000 - 28,000 sq. ft.	1,996.99	2,052.74
28,001- 50,000 sq. ft.	1,996.99	2,158.28
50,001 - 100,000 sq. ft.	2,076.34	2,243.55
100,001 - 160,000 sq. ft.	2,230.92	2,396.41
160,001 - 250,000 sq. ft.	2,316.23	2,481.75
250,001 - 350,000 sq. ft.	2,396.41	2,560.25

2020 JULY 01 to 2021 JUNE 30 - Bi-Weekly

Assistant Building Engineer III		\$2,085.63
Assistant Building Engineer II		1,976.71
Assistant Building Engineer I		1,917.59
Assistant Head Custodian		1,917.59
Head Custodian	1 – <u>28,000</u> sq. ft.	1,941.20
	<u>28,001 – 42,000</u> sq. ft.	1,996.14
	<u>42,001 – 50,000</u> sq. ft.	2,158.28
Custodian		1,812.02
Maintenance Engineer *		2,326.83

* Refer to Article 11.(C) (8) (e) & 11. (C) (8) (f) regarding increments

(b) Hourly Rates

Temporary Custodian	\$23.55 per hr.
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SUMMARY OF WAGE RATES 2020 JULY 01 to 2021 JUNE 30 – Continued

Engineer-Custodial Staff (cont'd)

(c) Shift differentials

Afternoon Shift	\$ 0.39 per hr.
Night Shift	\$ 0.80 per hr.

(2) Allowances

	See Section	
Lead Hand	11.(B)(3)(d)	\$0.45 per hr.
Lead Hand 2	11.(B)(3)(e)	\$0.90 per hr.
Assistant Building Engineer II	11.(C)(6)	\$45.83 bi-weekly
Sunday Bonus	11.(C)(9)	\$25.00
<u>Clothing and Footwear</u> Allowance to Building Engineers, Assistant Building Engineers, Assistant Head Custodians, Head Custodians, Maintenance Engineers, and Custodians	11.(D)(2)	\$150.00 per year
On-Call Foreman	11.(C)(9)	One (1) pay grade

SUMMARY OF WAGE RATES **2020 JULY 01 to 2021 JUNE 30** – Continued

BRITANNIA COMMUNITY SERVICES CENTRE

(1) Bi-weekly paid employees - bi-weekly rates:

2020 JULY 01 to 2021 JUNE 30		
Building Engineer	Temporary Salary	\$2,684.47
	Permanent Salary	2,856.72
Senior Assistant Building Engineer		2,448.82
Assistant Building Engineer		2,264.67
Custodian		1,812.02

(2) Shift differentials:

Afternoon Shift	\$0.39 per hr.
Night Shift	\$0.80 per hr.

(3)

Sunday Bonus	\$25.00
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(4) Allowances

	See Section	
Lead Hand 1	11.(B)(3)(d)	\$0.45 per hr.
Lead Hand 2	11.(B)(3)(e)	\$0.90 per hr.
Consolidated Allowance	12.(C)(2)	\$64.97 bi-weekly

SUMMARY OF WAGE RATES 2020 JULY 01 to 2021 JUNE 30 – Continued

CAFETERIA WORKERS

(1) Rates

Temporary Employees

2020 July 01 To 2021 June 30

	Hourly Rate	Bi-weekly Wage Rates		
		4.0 hr/day	5.5 hr/day	7.0 hr/day
Food Service Worker	\$ 21.09	\$843.60	\$1,159.95	\$ 1,476.30
Caf. Teachers' Aide 1	\$ 25.46	\$1,018.40	\$1,400.30	\$ 1,782.20
Caf. Teachers' Aide 2	\$ 25.87	\$1,034.80	\$1,422.85	\$ 1,810.90
Caf. Kitchen Work Leader (TQ)	\$ 28.38	\$1,135.20	\$1,560.90	\$ 1,986.60
Caf. Kitchen Work Leader	\$ 25.87	\$1,034.80	\$1,422.85	\$ 1,810.90
Culinary Assistant (TQ)	\$ 29.03	\$1,161.20	\$1,596.65	\$ 2,032.10

Permanent Employees

2020 July 01 To 2021 June 30

	Hourly Rate	Bi-weekly Wage Rates		
		4.0 hr/day	5.5 hr/day	7.0 hr/day
Food Service Worker	\$ 22.03	\$881.20	\$1,211.65	\$1,542.10
Caf. Teachers' Aide 1	\$ 26.45	\$1,058.00	\$1,454.75	\$1,851.50
Caf. Teachers' Aide 2	\$ 27.37	\$1,094.80	\$1,505.35	\$1,915.90
Caf. Kitchen Work Leader (TQ)	\$ 29.89	\$1,195.60	\$1,643.95	\$2,092.30
Caf. Kitchen Work Leader	\$ 27.37	\$1,094.80	\$1,505.35	\$1,915.90
Culinary Assistant (TQ)	\$ 30.57	\$1,222.80	\$1,681.35	\$2,139.90

(2) Lead Hand \$ 0.59 per hour

[See Section 13. (C)(1)]

(3) Shift Differential \$ 0.28 per hour

[See Section 13. (C)(2)]

2021 JULY 01 to 2022 JUNE 30

ENGINEER CUSTODIAL STAFF

(1) Rates

(a) Bi-weekly paid employees - bi-weekly rates

Building Engineers:

Gross Area of School	Temporary Salary	Permanent Salary
1 - 14,000 sq. ft.	\$1,980.88	\$1,980.88
14,000 - 28,000 sq. ft.	2,036.93	2,093.79
28,001- 50,000 sq. ft.	2,036.93	2,201.45
50,001 - 100,000 sq. ft.	2,117.87	2,288.42
100,001 - 160,000 sq. ft.	2,275.54	2,444.34
160,001 - 250,000 sq. ft.	2,362.55	2,531.39
250,001 - 350,000 sq. ft.	2,444.34	2,611.46

2021 JULY 01 to 2022 JUNE 30 - Bi-Weekly

Assistant Building Engineer III		\$2,127.34
Assistant Building Engineer II		2,016.24
Assistant Building Engineer I		1,955.94
Assistant Head Custodian		1,955.94
Head Custodian	1 – <u>28,000</u> sq. ft.	1,980.02
	<u>28,001 – 42,000</u> sq. ft.	2,036.06
	<u>42,001 – 50,000</u> sq. ft.	2,201.45
Custodian		1,848.26
Maintenance Engineer *		2,373.37

* Refer to Article 11.(C) (8) (e) & 11. (C) (8) (f) regarding increments

(b) Hourly Rates

Temporary Custodian	\$24.02 per hr.
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SUMMARY OF WAGE RATES 2021 JULY 01 to 2022 JUNE 30 – Continued

Engineer-Custodial Staff (cont'd)

(c) Shift differentials

Afternoon Shift	\$ 0.39 per hr.
Night Shift	\$ 0.80 per hr.

(2) Allowances

	See Section	
Lead Hand	11.(B)(3)(d)	\$0.45 per hr.
Lead Hand 2	11.(B)(3)(e)	\$0.90 per hr.
Assistant Building Engineer II	11.(C)(6)	\$46.75 bi-weekly
Sunday Bonus	11.(C)(9)	\$25.00
<u>Clothing and Footwear</u> Allowance to Building Engineers, Assistant Building Engineers, Assistant Head Custodians, Head Custodians, Maintenance Engineers, and Custodians	11.(D)(2)	\$150.00 per year
On-Call Foreman	11.(C)(9)	One (1) pay grade

SUMMARY OF WAGE RATES 2021 JULY 01 to 2022 JUNE 30 – Continued

BRITANNIA COMMUNITY SERVICES CENTRE

(1) Bi-weekly paid employees - bi-weekly rates:

2021 JULY 01 to 2022 JUNE 30		
Building Engineer	Temporary Salary	\$2,738.16
	Permanent Salary	2,913.85
Senior Assistant Building Engineer		2,497.80
Assistant Building Engineer		2,309.96
Custodian		1,848.26

(2) Shift differentials:

Afternoon Shift	\$0.39 per hr.
Night Shift	\$0.80 per hr.

(3)

Sunday Bonus	\$25.00
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(4) Allowances

	See Section	
Lead Hand 1	11.(B)(3)(d)	\$0.45 per hr.
Lead Hand 2	11.(B)(3)(e)	\$0.90 per hr.
Consolidated Allowance	12.(C)(2)	\$64.97 bi-weekly

SUMMARY OF WAGE RATES 2021 JULY 01 to 2022 JUNE 30 – Continued

CAFETERIA WORKERS

(1) Rates

Temporary Employees

2021 July 01 To 2022 June 30

	Hourly Rate	Bi-weekly Wage Rates		
		4.0 hr/day	5.5 hr/day	7.0 hr/day
Food Service Worker	\$ 21.51	\$860.40	\$1,183.05	\$ 1,505.70
Caf. Teachers' Aide 1	\$ 25.97	\$1,038.80	\$1,428.35	\$ 1,817.90
Caf. Teachers' Aide 2	\$ 26.39	\$1,055.60	\$1,451.45	\$ 1,847.30
Caf. Kitchen Work Leader (TQ)	\$ 28.95	\$1,158.00	\$1,592.25	\$ 2,026.50
Caf. Kitchen Work Leader	\$ 26.39	\$1,055.60	\$1,451.45	\$ 1,847.30
Culinary Assistant (TQ)	\$ 29.61	\$1,184.40	\$1,628.55	\$ 2,072.70

Permanent Employees

2021 July 01 To 2022 June 30

	Hourly Rate	Bi-weekly Wage Rates		
		4.0 hr/day	5.5 hr/day	7.0 hr/day
Food Service Worker	\$ 22.47	\$898.80	\$1,235.85	\$1,572.90
Caf. Teachers' Aide 1	\$ 26.98	\$1,079.20	\$1,483.90	\$1,888.60
Caf. Teachers' Aide 2	\$ 27.92	\$1,116.80	\$1,535.60	\$1,954.40
Caf. Kitchen Work Leader (TQ)	\$ 30.49	\$1,219.60	\$1,676.95	\$2,134.30
Caf. Kitchen Work Leader	\$ 27.92	\$1,116.80	\$1,535.60	\$1,954.40
Culinary Assistant (TQ)	\$ 31.18	\$1,247.20	\$1,714.90	\$2,182.60

(2) Lead Hand \$ 0.60 per hour

[See Section 13. (C)(1)]

(3) Shift Differential \$ 0.28 per hour

[See Section 13. (C)(2)]

TABLE SHOWING REGULAR Annual Vacation Entitlement IN WORKING DAYS PLUS SUPPLEMENTARY VACATION BONUS FOR THE YEARS 2010 TO 2022 BY YEAR HIRED ENTITLEMENT YEAR

Year Hired	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
2022													ESA
2021												ESA	15
2020										ESA	15	15	15
2019									ESA	15	15	15	15
2018								ESA	15	15	15	15	15
2017								ESA	15	15	15	15	15+1
2016							ESA	15	15	15	15	15+1	15
2015						ESA	15	15	15	15	15+1	15	20
2014					ESA	15	15	15	15	15+1	15	20	20
2013				ESA	15	15	15	15	15+1	15	20	20	20
2012			ESA	15	15	15	15	15+1	15	20	20	20	20+2
2011		ESA	15	15	15	15	15+1	15	20	20	20	20+2	20
2010	ESA	15	15	15	15	15+1	15	20	20	20	20+2	20	20
2009	15	15	15	15	15+1	15	20	20	20	20+2	20	20	20
2008	15	15	15	15+1	15	20	20	20	20+2	20	20	20	20
2007	15	15	15+1	15	20	20	20	20+2	20	20	20	20	25+3
2006	15	15+1	15	20	20	20	20+2	20	20	20	20	25+3	25
2005	15+1	15	20	20	20	20+2	20	20	20	20	25+3	25	25
2004	15	20	20	20	20+2	20	20	20	20	25+3	25	25	25
2003	20	20	20	20+2	20	20	20	20	25+3	25	25	25	25
2002	20	20	20+2	20	20	20	20	25+3	25	25	25	25	25+4
2001	20	20+2	20	20	20	20	25+3	25	25	25	25	25+4	25
2000	20+2	20	20	20	20	25+3	25	25	25	25	25+4	25	30
1999	20	20	20	20	25+3	25	25	25	25	25+4	25	30	30
1998	20	20	20	25+3	25	25	25	25	25+4	25	30	30	30
1997	20	20	25+3	25	25	25	25	25+4	25	30	30	30	30+5
1996	20	25+3	25	25	25	25	25+4	25	30	30	30	30+5	30
1995	25+3	25	25	25	25	25+4	25	30	30	30	30+5	30	30
1994	25	25	25	25	25+4	25	30	30	30	30+5	30	30	30
1993	25	25	25	25+4	25	30	30	30	30+5	30	30	30	30
1992	25	25	25+4	25	30	30	30	30+5	30	30	30	30	30+6
1991	25	25+4	25	30	30	30	30+5	30	30	30	30	30+6	30
1990	25+4	25	30	30	30	30+5	30	30	30	30	30+6	30	30
1989	25	30	30	30	30+5	30	30	30	30	30+6	30	30	30
1988	30	30	30	30+5	30	30	30	30	30+6	30	30	30	30
1987	30	30	30+5	30	30	30	30	30+6	30	30	30	30	30+7
1986	30	30+5	30	30	30	30	30+6	30	30	30	30	30+7	30
1985	30+5	30	30	30	30	30+6	30	30	30	30	30+7	30	30
1984	30	30	30	30	30+6	30	30	30	30	30+7	30	30	30
1983	30	30	30	30+6	30	30	30	30	30+7	30	30	30	30
1982	30	30	30+6	30	30	30	30	30+7	30	30	30	30	30+8
1981	30	30+6	30	30	30	30	30+7	30	30	30	30	30+8	30
1980	30+6	30	30	30	30	30+7	30	30	30	30	30+8	30	30
1979	30	30	30	30	30+7	30	30	30	30	30+8	30	30	30
1978	30	30	30	30+7	30	30	30	30	30+8	30	30	30	30

APPENDIX A
SUPERVISION AIDE APPENDIX TO THE COLLECTIVE AGREEMENT BETWEEN THE VANCOUVER
SCHOOL BOARD AND THE I.U.O.E. LOCAL 963

1. APPLICATION

All terms and conditions set out in the Collective Agreement are expressly excluded from this appendix, except those detailed herein. The expiry date of this appendix will coincide with that of the Collective Agreement.

2. TERM

This appendix shall be for a term of **three (3)** years from 2019 July 01 to 2022 June 30 both dates inclusive.

3. DEFINITION OF DUTIES

The Supervision Aide has the major responsibility for the supervision of school children during recess and lunch hour, however notwithstanding the generality of the foregoing, may be required to perform related duties of a supervisory nature from time to time as assigned by the Principal.

4. CONTINUITY OF EMPLOYMENT AND TRANSFER

(A) All newly hired Supervision Aides shall have a three (3) month probation period, during which their general suitability for permanent employment will be determined.

A Supervision Aide shall not be placed on permanent staff until the appointment is approved by the Board on the recommendation of the Principal or appropriate department head.

(B) All vacancies will be posted **on the Online Application Management (OAM) system** as they occur.

(C) Whenever two (2) or more employees apply for the same vacancy then seniority shall be considered if all other factors are equal.

5. TEMPORARY SUPERVISION AIDE

A temporary employee paid on an hourly rate who has been hired to fill a temporary vacancy. A temporary employee shall receive fourteen per cent (14%) of the hourly rate in lieu of all Benefits including statutory entitlements.

6. DAYS OF WORK

(A) Supervision Aides will be assigned to work on each day **at their** school **while it** is in session for pupils.

(B) A Supervision Aide required to work or to attend a training seminar on a Professional Development day or any other day that school is not in session for pupils shall be paid as additional hours, **in which case they will be paid a minimum of 2.5 hours per day.**

APPENDIX A - Continued

7. GRIEVANCE PROCEDURE

Any differences concerning the dismissal, discipline or suspension of any employee or the interpretation, application, or operation of this Agreement, or any alleged violation of this Agreement, and any question as to whether any matter is arbitrable, shall be dealt with without undue delay, or stoppage of work, in the following manner:

- (A) Stage 1: A Grievance Form (attached as Appendix) shall be completed by the Union or by the Board and submitted to the respective party upon becoming aware of the alleged breach of the collective agreement. A meeting shall be held within five (5) working days between a Union representative and the Principal (or delegate). A response to the grievance shall be made in writing within five (5) working days from the date of the Stage 1 meeting. The time may be extended only with the written consent of the Union and the Board prior to the end of the five (5) working day period.
- (B) Stage 2: If a settlement is not reached at Stage 1, a meeting will be held within five (5) working days between a Union representative and the Human Resources Manager (or delegate). A response to the grievance shall be made in writing within five (5) working days from the date of the Stage 2 meeting. The time may be extended only with the written consent of the Union and the Board prior to the end of the five (5) working date period.
- (C) Stage 3: If a settlement is not reached at Stage 2, a meeting will be held within five (5) working days between a Union representative and the Associate Superintendent - Human Resources (or delegate). A response to the grievance shall be made in writing within five (5) working days from the date of the Stage 3 meeting. The time may be extended only with the written consent of the Union and the Board prior to the end of the five (5) working day period.

If the time limits established by this procedure are violated and no extensions have been agreed to by the parties then the grievance shall advance to the next stage.

- (D) Stage 4: Arbitration - If a satisfactory conclusion is not reached at Stage 3 within ten (10) working days, each party shall **suggest** an **arbitrator** and shall notify the other party of the name and address of its appointee.
- (E) **(1)** The award of the Arbitration Board shall be final and binding upon the parties.
(2) Should the parties disagree as to the meaning of the award, either party may apply to the Chairperson to reconvene the Board to clarify the award, which it shall be within forty-eight (48) hours.
(3) The time limits fixed by this procedure may be extended by written consent of the parties to this Agreement.
(4) Each party shall pay:
 - (i)** one-half (½) the remuneration and expenses of the **arbitrator**;
 - (ii)** the costs of all witnesses except those of the grievor, whose salary shall be met by the Board.

APPENDIX A

7. GRIEVANCE PROCEDURE - *Continued*

(F) Expedited Grievance

The parties agree that in the case of a grievance arising out of the dismissal of an employee, Stage 1 and Stage 2 of the grievance procedure shall be omitted and the grievance shall be advanced directly to Stage 3.

(G) Right to Representation

At any step in the grievance procedure or for any meeting for which disciplinary action is contemplated, every member of the bargaining unit has the right to be represented by a Union representative and the Board shall inform the employee of this right. The Board shall provide advance notice to the Union in a timely manner so that a Union representative can be present.

(H) Dismissal

Any employee bound by the Agreement who alleges wrongful dismissal, discipline or suspension shall be entitled to have such grievance settled in accordance with the Grievance Procedure set forth above. If such employee is found by the Board of Arbitration to have been dismissed, disciplined, or suspended for other than proper cause, then such Board shall direct the employer to make an order in accordance with the provisions of the Labour Relations Code of British Columbia. An employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

8. UNION SECURITY

(A) All employees who on date of signing of the contract, are members of the Union in good standing in accordance with its constitution and by-laws, and all employees who become members after that date shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of the collective agreement.

(B) It is further agreed that new employees shall become members of the Union on the first day of the month immediately following completion of one (1) month's service in a regular position and shall remain members of the Union as a condition of employment.

(C) It is further agreed that all employees within the bargaining unit will have deducted monthly an amount equivalent to monthly dues payable by a Union member.

(D) These deductions will be forwarded by the Board to the Union.

(E) The Union agrees that no member shall be expelled or suspended except for non-payment of dues and assessments and as provided in its constitution and by-laws.

(F) The Union shall be notified of all employees who leave or are severed and all new employees who join during the school year. The notification to the Union shall include the address and telephone number of all such employees.

(G) No employee shall be required or permitted to make any written or verbal agreement with the Board or its Representatives which may conflict with the terms of this collective agreement.

APPENDIX A – Continued

9. TECHNOLOGICAL CHANGE

During the life of this agreement any dispute arising out of technological change shall be referred to the provisions of the Labour Relations Code of British Columbia.

10. ANNUAL VACATION

(A) Vacations shall be paid twice a year as the percentage designated by years of service with the employer. Vacations at the following percentages shall be paid calculated as a percentage on salary from September to December at the end of December and at the end of June on salary earned between January and June each year being four (4) months and six (6) months respectively.

(B) Vacation Service/Percentage - The first ten (10) months period (or, portion exceeding six (6) months thereof) between September - June at four per cent (4%). The second ten (10) month period, September - June up to and including the sixth ten (10) month period at six per cent (6%). The seventh and succeeding ten (10) month periods September - June at ten per cent (10%). If less than six (6) months is completed during the first ten (10) month period of service, the second increase shall not be effective until September 1st of the following school term. All percentage changes are made from September 1st of each school year.

11. STATUTORY HOLIDAYS

All Supervision Aides shall receive statutory holiday pay at five per cent (5%) paid each bi-weekly pay period.

12. SICK LEAVE

(A) Sick Leave

With effect from 1986 September 1, a Supervision Aide shall earn sick leave at the rate of one (1) day per month of employment during the school term with an accumulation of sixty (60) days maximum (pro-rated). A day, for the purpose of this clause, shall be the number of hours usually worked during a normal working day for that employee. The Board may at any time require a new employee who has been absent on sick leave to produce a valid medical certificate explaining the reasons for the absence and assurance of the employee's fitness to return to work.

(B) For Illness of Immediate Family Member Who is Resident in the Employee's Household

A deduction shall be made from accumulated sick leave credit for up to five (5) working days absent with pay due to absence of a permanent employee to attend to the illness of an immediate family member who is resident in the employee's household.

Any employee absent because of an illness of an immediate family member may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the province of British Columbia, confirming the illness of the immediate family member.

APPENDIX A – Continued

13. PARENTAL LEAVE

Parental Leave shall be granted as defined by Sections 51.1, 51.2, 52, 53, 54 and 55 of the Employment Standards Act including any further amendments to these sections.

14. GRATUITY PLAN

(A) Accumulation

An employee shall be given the following credits for each year of service on the permanent staff, subsequent to 1986 September 1.

Employee Credit	For
3 days	No absence through illness
2 ½ days	½ day of absence through illness
2 days	1 day of absence through illness
1 ½ days	1 ½ days of absence through illness
1 day	2 days of absence through illness
½ day	2 ½ days of absence through illness
**	3 days of absence through illness
**	4 days of absence through illness
** No credit for three (3) days or more of absence through illness.	

Credit for a part year of service (the first year and the last year) will be given on a pro-rata basis.

Should an illness extend from one (1) year into the next, such illness shall, for the purposes of this plan, be considered as occurring only in the first year of the illness.

Illness in this clause shall mean non-occupational sickness or injury.

(B) Payment

All gratuity days earned in 1987 and subsequent years shall be paid for during the first calendar month of the new year at the scheduled rate of pay which was in force during the last month of the preceding year.

APPENDIX A – Continued

15. BEREAVEMENT LEAVE

- (A) Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child, ward, brother, sister, parent, guardian or other relative if living in the employee's household, or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent, may be granted without loss of pay for a period not to exceed three (3) working days.
- (B) Any employee who qualified for emergency leave without loss of pay under Clause (A) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (C) Requests for leave under Clauses (A) and (B) herein shall be submitted to the Human Resources Division who will determine and approve the number of days required in each case.
- (D) Upon application to the Human Resources Manager, an employee may be granted time off without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause (A) herein.

16. COMPULSORY QUARANTINE

Salary for time lost due to compulsory quarantine shall be paid to Supervision Aides when certified by the **Vancouver Coastal Health Officer**.

17. LEAVE OF ABSENCE FOR UNION BUSINESS

The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

18. The bi-weekly salary shall be paid into the bank account of each employee.

APPENDIX A - Continued

19. WAGE RATES AND HOURS OF WORK

Supervision Aides are required to work a minimum of two and one-half (2.5) consecutive hours per day **between 10:00 and 13:30. Start and end times will be established by the District by the end of May of each year for the following school year.** Variances from these start and finish times may be between 8:30 and 15:00 hours and shall require the agreement of the Union on a case-by-case basis. The hourly rate shall be used for the purposes of calculating absences and additional hours.

Salary Increase

	<u>2019 July 01 to 2020 June 30</u>	<u>2020 July 01 to 2021 June 30*</u>	<u>2021 July 01 to 2022 April 30*</u>
Hourly	\$22.46	\$22.91	\$23.37
Days in session	193	193**	193**
Less professional days	6	6*	6*
Less Administration only days	1	1	1
Total Days	186	186	186
Number of pay periods	21.4	21.4*	21.4*
Pay for year	\$10,443.90	\$10,654.08	\$10,867.98
Average biweekly pay	\$488.03	\$497.85*	\$507.85*
5% allowance for statutory holidays	\$24.40	\$24.89	\$25.39

* Days in session/number of pay periods will be confirmed in the prior year which could result in an adjustment to salaries.

20. CLOTHING ALLOWANCE

The Board agrees to provide an annual clothing allowance of forty dollars (\$40.00) payable in September of each year to all Supervision Aides for the purpose of assisting in the purchase of appropriate clothing for inclement weather.

APPENDIX A - Continued

21. LEAVE OF ABSENCE WITHOUT PAY

(A) Five (5) Working Days or Less

Leave of absence of up to five (5) working days per calendar year shall be granted upon at least three (3) weeks' notice. Leaves can be taken as individual days or combined, but in no case shall exceed five (5) working days. Approval from school Principal and Employee Services is required. No leave shall be unreasonably denied.

Special consideration for emergency leave will be positively considered.

(B) Greater Than Five (5) Working Days

Leave of absences of six (6) working days to three (3) calendar months shall be granted upon at least three (3) weeks' notice. Employees shall not make application for such leave more than once every two (2) calendar years of active service. Special consideration for emergency leave will be positively considered.

22. ABSENCE FROM DUTY – EMPLOYMENT STANDARDS ACT

Employees are entitled to additional Leaves in accordance with the current provisions of the Employment Standards Act.

23. LAYOFF / SEVERANCE

(A) Preamble

A lay off is any reduction in the workforce. When the Board considers reduction of the workforce the Board may lay off employees covered by this agreement in order to affect such reduction. The Board shall designate the employees affected in accordance with their classification, as listed below:

- Building Engineers
- Head Custodians
- Custodians
- Cafeteria/School Lunch Program Workers, and
- Supervision Aides

Where the Board considers lay off to be necessary is shall give the Union prompt written notice and a list of employees who will be affected and their classifications.

Prior to any lay-offs in any classification the Board will have meaningful consultations with the Union. Those consultations shall include discussion of options other than lay-offs.

APPENDIX A

LAYOFF / SEVERANCE - Continued

(B) Notice

The Board shall provide affected employees written notice of layoff, or their regular rate of pay and benefits in lieu of notice in accordance with the Severance provision below. The notice period shall be:

0-12 months seniority

Two (2) weeks' notice

12 months seniority and over

One (1) additional weeks' notice for each year of seniority to a maximum of three (3) months.

(C) Process

Employees will be laid off in reverse seniority order within their classification/applicable seniority list. The remaining employees within that classification/seniority list will be reorganized, in seniority order to other positions in the classification, for which they are qualified, or into any such vacant positions within the classification. This is subject to the employee possessing the minimum qualifications necessary for the position.

An employee who is to be laid off may, at the time of layoff, choose to remain on the On-Call list for casual work or select Severance, in accordance with the provision below. Laid-off employees who have chosen to be on the on-call list are entitled to apply for permanent positions, using their seniority at the time of layoff.

A displaced employee will maintain their salary if reorganized into a lower classification until such time as a position at the equivalent classification from which they were displaced becomes available.

(D) Severance

Severance pay will be as follows:

Six per cent (6%) of one (1) year's salary for each year of services, or major portion thereof, to a maximum of six (6) months' salary. A year's service is defined as being ten (10) months for Cafeteria/School Lunch program Workers and Supervision Aides and twelve (12) months for Building Engineers/Head Custodians/ Custodians. Salary on which severance is calculated is at the employee's salary at the time they received notice.

APPENDIX B

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 963

GRIEVANCE FORM

To be completed in triplicate

Distribution: Original: Manager/Supervisor
Duplicate: Union Business Manager
Triplicate: Retained by Grievor

Case No. _____ Local No. _____

Employer _____

Employee _____

Employee Number _____ Classification _____

School or Building _____

Supervisor's Name _____ Classification _____

TO: SUPERVISOR,

STATEMENT OF GRIEVANCE: I/WE

(Use reverse or additional sheets if more space required.)

RESOLUTION: I/WE (state time, date, place of grievance) and solution sought:

Signature of Employee(s) _____ Signature of Union Office _____

Date Grievance Form Submitted _____

(V.S.B. Use Only) Dated Received _____ Initial _____

APPENDIX C
SELF-FUNDED LEAVE OF ABSENCE PLAN

Under the definition of a 'Prescribed plan' within Section 248(1) (salary deferral arrangement) of the Income Tax Act, the following agreement is to permit members of the Union to arrange a self-funded leave of absence by deferring from tax a portion of salary.

1. DEFINITIONS

"Accrued interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the participant, calculated from:

- (a) the first day any of such monies has been so retained by the Board,
or
- (b) the last day to which interest has been paid in accordance with clause 3.4.

whichever is later.

"Union" means the International Union of Operating Engineers, Local 963.

"Board" means the Board of Education.

"Agreement" means the agreement in force from time to time between the Board and the Union.

"Committee" means a committee as defined by agreement between the Board and Union.

"Contract year" means the twelve (12) month period from January 01 to December 31.

"Current compensation amount" means the total compensation payable by the Board to the participant for the contract year, including **their** proper salary and all allowances in accordance with the Agreement.

"Deferral Period" shall be number of years not to exceed five (5) years for which compensation is deferred in accordance with clause 3.1, excluding the years referred to in clauses 4.4 and 4.5, if applicable. Therefore, the original deferral period should not exceed five (5) years to allow for the possible application of these clauses.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to participant in accordance with clause 3.4.

"Eligible employee" means a member of the Union.

"Eligible investor" means any Canadian chartered bank, any trust company authorized to carry on business in the province of British Columbia, and any credit union authorized to carry on business in the province of British Columbia.

"Leave of absence" means the period described in clause 4.1.

"Self-Funded Leave of Absence Plan application" means the application on page 91.

Appendix C

1. DEFINITIONS – *Continued*

"Participant" means an eligible employee who has completed a Self-Funded Leave of Absence Plan application and whose application for participation in the plan has been approved by the Associate Superintendent - Human Resources in accordance with clause 2.3.

"Plan" means the deferred salary leave plan set out in this policy and includes all amendments thereto.

2. APPLICATION

Formal Application

2.1 In order to participate in the plan, an eligible employee must complete the Self-Funded Leave of Absence Plan application (on page 96) and submit it to the Associate Superintendent, Human Resources at least three (3) months prior to participation in the plan, or at a date otherwise agreed between the Board and the Union, stating the date when the eligible employee wishes to participate in the plan.

Approval

2.2 The approval of each application made under clause 2.1 shall rest solely with the Associate Superintendent, Human Resources. The Associate Superintendent, Human Resources shall, at least one (1) month prior to participation in the plan or at a date otherwise agreed between the Board and Union advise each applicant of **their** approval or disapproval of **their** application, and if the latter, an explanation thereof.

Date of Participation

2.3 If the Associate Superintendent, Human Resources gives **their** approval in accordance with clause 2.2, the participation of the eligible employee in the plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the Associate Superintendent, Human Resources then on a date which is agreed to by the Associate Superintendent, Human Resources and the eligible employee.

3. FUNDING FOR LEAVE OF ABSENCE

Funding for leave of absence shall be as follows:

Compensation deferred

3.1 During each year prior to the leave of absence, the participant, for a maximum to five (5) years, will receive **their** current compensation amount, less the percentage amount which the participant has specified in the Self-Funded Leave of Absence application for the year in question which is to be retained by the Board. Such percentage amount will be retained by the Board and be invested in accordance with clause 3.3.

Maximum Percentage Deferred

3.2 The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one-third per cent (33 1/3%).

Appendix C

3. FUNDING FOR LEAVE OF ABSENCE – *Continued*

Investment of Deferred Compensation

- 3.3 The monies retained by the Board for each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible investor. The committee shall choose such eligible investor and in making such determination the Board and members of the committee shall not be liable to any participant for any investments made which are authorized by this clause.

Payment of Accrued Interest

- 3.4 The eligible investor shall pay the accrued interest on each December 31 to the participant.

Reporting to Participants

- 3.5 The Board shall make an annual report to each participant as to the deferred compensation amount. The annual report shall be made no later than July 31 of each year while the participant participates in the plan.

4. TAKING LEAVE OF ABSENCE

The taking of leave of absence shall be governed by the following provisions:

Qualification to Participate

- 4.1 The leave of absence shall occur according to, and be governed by, the Self-Funded Leave of Absence plan policy then established by the Board for its employees but shall be for not less than six (6) months.

Manner of Payment During Leave

- 4.2 The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequently than provided for the payment of salaries under the Agreement and all amounts payable shall be paid to the participant not later than the end of the first taxation year that commences after the end of the deferral period.

Amount of Payment During Leave

- 4.3 The payment to be made to a participant in accordance with clause 4.2 during a leave of absence shall be related to the monies retained by the Board, in accordance with clause 3.1 for such participant, but less monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than amounts which were deferred prior to the leave.

Appendix C

4. TAKING LEAVE OF ABSENCE – *Continued*

Board's Right to Refuse Leave

- 4.4 If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified by the participant, the Board, upon not less than six (6) months notice prior to the scheduled date, may in its discretion defer the leave of absence on one (1) occasion only for one (1) year.

In such case, the participant may choose to remain in the plan or may withdraw from the plan.

Participant's Right to Defer Leave

- 4.5 Notwithstanding the date shown in paragraph 2 of the Self-Funded Leave of Absence application for a requested leave of absence, a participant may, on one (1) occasion only, with the consent of Associate Superintendent, Human Resources give not less than six (6) months prior to the scheduled date, postpone such leave for one (1) year.

Leave of Absence

- 4.6 The leave of absence shall immediately follow the deferral period.

Return to Employment

- 4.7 The participant shall return to employment with the Board for a period not less than the period of leave.

5. WITHDRAWAL

Termination of Employment

- 5.1 A participant who ceases to be employed by the Board also terminates participation in the plan.

Withdrawal from Plan

- 5.2 A participant may withdraw from the plan upon giving not less than six (6) months notice of intent prior to the date on which the leave of absence is to commence.

Payment

- 5.3 Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days but not later than in the first taxation year that commences after the end of the deferral period, dependent upon the choice of the participant. Upon such payment being made the Board shall have no further liability to the participant.

Upon Death

- 5.4 Should a participant die, the Board shall within sixty (60) days of notification of such death pay the deferred compensation amount to the participant's estate, subject to the Board receiving any necessary clearance and proofs normally required for payment to estates.

Appendix C – Continued

6. TERMINATION OR AMENDMENT OF PLAN

Agreement

6.1 The plan may be amended or terminated by agreement between the Board and the Union. Any amendment(s) shall be binding upon all present and future participants.

Not to Prejudice Ruling

6.2 No amendment shall be made to the plan which will prejudice any tax ruling which is applicable to the plan prior to the amendment.

7. GENERAL

Administration

7.1 The Board will bear the administrative expenses of the plan. (Except a monthly charge which is currently set at \$2.00 for each participant.)

7.2 The matters of the makeup of the committee, the position on return from leave, the salary and benefits after the leave and the payment of fringe benefits must be dealt with by separate agreement between the Board and the Union.

VANCOUVER SCHOOL BOARD
SELF-FUNDED LEAVE OF ABSENCE PLAN APPLICATION

NAME: _____ SCHOOL DISTRICT #39
ADDRESS: _____ SOCIAL INSURANCE # _____

VANCITY A/C# if any _____
POSTAL CODE: _____ TELEPHONE: _____

I have read the terms and conditions of the Deferred Salary Leave Plan and understand same and I agree to participate in the plan under the following terms and conditions:

- 1. **Enrolment Date**
My enrolment in the plan shall become effective commencing _____, 19/20
- 2. **Number of Years of Participation**
I shall participate in the plan for _____ years (not to exceed five (5) years), and my leave of absence shall immediately follow thereafter but subject to the provisions of Item 3 below.
- 3. **Period of Leave**
I shall take my leave of absence from _____, 20__ to _____, 20__ (not to be less than six (6) consecutive months) but I shall have the right to postpone such leave for up to twelve (12) months and the Board shall have the right to defer such leave for up to twelve (12) months.
- 4. **Funding of Leave of Absence**
I direct that the Board withhold ___ per cent (not to exceed thirty-three and one-third per cent (33 1/3%)) of my annual compensation amount during my participation in the plan.

I understand that I may, by written notice given to the Board one (1) month prior to the anniversary date of my participation in the plan, alter the percentage amount for the next subsequent years.

- 5. **Return to Employment**
I understand I must return to employment with the Board for a period of time not less than the period of leave.

NOTE: Current Income Tax Laws require interest to be paid out on a yearly basis. Interest will be paid in January for the period ending 31 December. Please specify how you would like to have the interest paid out:

Deposit into my VanCity A/C # Mailed to address as above
Dated _____ Employee's Signature

AGREED TO BY THE BOARD
Date _____ Associate Superintendent - Human Resources

Appendix "D"

**MEMORANDUM OF AGREEMENT
"MoA"**

Between

**BOARD OF EDUCATION of SCHOOL DISTRICT NO. 39 (Vancouver)
"Employer"**

**And
INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE),
(Local 963)
"Union"**

The parties to this Memorandum of Agreement (MoA) 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 MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2019 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 MoA.

Changes to the Revised Collective Agreement

The July 1, 2014 – June 30, 2019 Collective Agreement will continue in force and effect until June 30, 2022 except as modified by the following:

Appendix A – 2019 Provincial Framework Agreement

Appendix B – Local Memorandum of Agreement between the Board of Education of School District 39 (Vancouver) and the International Union of Operating Engineers Local 963, dated *September 23, 2019*, which sets out all other agreed changes to the Collective Agreement.


Ratification

This MoA is subject to ratification by the Board of Education of School District No. 39 (Vancouver), the British Columbia Public School Employers' Association, and the membership of International Union of Operating Engineers Local 963.


AGREED SEPTEMBER 23, 2019

IUOE Local 963

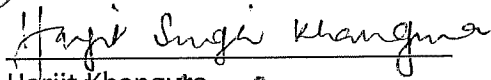
Board of Education of School District No. 39
(Vancouver)



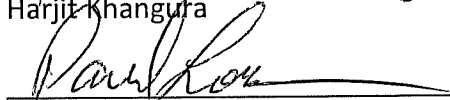
Tim De Vivo



Tim Chester



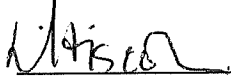
Harjit Khangura



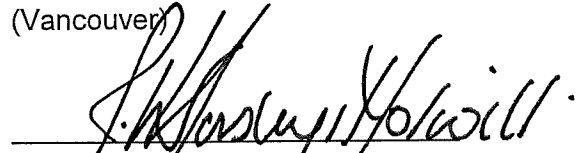
Paul Loeman




Antoinette Cominetti



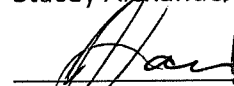
Livia Hisaoka



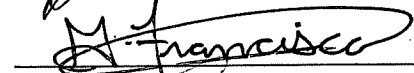
Joann Horsley-Holwill




Stacey Alexander




John Farias



Gilbert Francisco



Jackie Lee



Rowena Tandoc



Jessica Wichmann

Appendix A

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, 2019 to June 30, 2022

2. Wages Increases

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

3. Local Bargaining

Provide funding to the local support staff tables for service enhancements that are beneficial to students and as otherwise consistent with the 2019 Sustainable Services Negotiating Mandate in the amount of:

Year	Amount
2019/2020	\$0
2020/2021	\$7,000,000
2021/2022	\$7,000,000

The \$7 million is an ongoing annual amount.

This money will be prorated according to student FTE providing that each district receives a minimum of \$15,000 annually.

4. Benefits

Provide annual ongoing funding to explore and implement enhancements to the Standardized Extended Health Plan including consideration of an addiction treatment support program as below:

Year	Amount
2019/2020	\$1,000,000
2020/2021	\$3,000,000
2021/2022	\$3,000,000

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the support staff unions.

Any residual from the 2019-2022 for benefits standardization will be allocated to training initiatives under the Support Staff Education Committee.

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEBT and 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 consideration, and relapse response.

- a. 2010-2012 FLOU – remaining balance of \$477,379
- b. Work Force Adjustment – remaining balance of \$646,724

5. Safety in the Workplace

The Parties agree that, in accordance with WorkSafe BC regulations, safety in the workplace is an employee right and is paramount. The Parties commit to providing a healthy and safe working environment which includes procedures to eliminate or minimize the risk of workplace violence. The Parties will work collaboratively to support local districts and unions to comply with all WorkSafe BC requirements.

Information relating to refusing unsafe work, and workers' rights and responsibilities, and employer responsibilities, as provided by WorkSafeBC is attached to this PFA for information purposes.

The Parties will establish a Joint Health and Safety Taskforce of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. Each Party will consider the appointment of subject matter experts in occupational health and safety, and special education.

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.

The work of this joint taskforce will be completed by January 1, 2020 and will include:

- Developing a joint communication to school districts and local unions on the obligation to report and investigate incidents including incidents of workplace violence.
- Reviewing and developing a Joint Health and Safety Evaluation Tool for the K-12 sector to ensure compliance with WorkSafe BC regulations.
- Identifying and developing appropriate training. This may include use of the evaluation tool, non-violent crisis intervention, ABA, incident reporting and investigations, and employee rights and responsibilities under WorkSafe BC regulations including the right to refuse unsafe work. Training implementation will fall under the mandate of the SSEC.

Utilizing the developed Health and Safety Evaluation Tool for K-12 sector, a joint evaluation shall be performed by a union member appointed by the local union and a representative appointed by the employer. This evaluation shall be on paid time (up to a maximum of three and a half (3.5) hours) and to be completed by March 31, 2021. The union agrees to cover any other costs incurred for the union member.

Copies of completed evaluations shall be provided to local presidents and employers as outlined on the evaluation tool.

The parties agree to commence the work of this taskforce upon approval of the Provincial Framework Agreement by both parties prior to the commencement of this PFA. Costs associated with this committee will be provided from existing SSEAC funds. These funds will be reimbursed with the funds provided under Section 9 Committee Funding.

6. 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. Skills enhancement for support staff
- e. EA curriculum module development and delivery
- f. 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 develop, not later than December 31, 2019, terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Parties.

Funding:

There will be a total of \$1 million of annual funding allocated for the purposes set out above commencing July 1, 2019 for the term of this agreement.

7. Job Evaluation (JE) Committee

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

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.

- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for 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.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

It is recognized that the work of the committee is potentially lengthy and onerous. To accomplish the objectives expeditiously the Parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) on a fulltime basis if necessary 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.

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

The committee, together with consultant(s) if required, will develop a method to convert points into pay bands. The confirmed method must be supported by current compensation best practices.

The disbursement of available JE funds shall commence by January 2, 2020 or as mutually agreed.

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 has been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the Parties at key milestones during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be discussed and resolved by the Parties at that time.

The parties confirm that the \$900,000 of ongoing annual funds established under the 2014-2019 Provincial Framework Agreement will be used to implement the Job Evaluation Plan. An additional \$3 million of ongoing annual funds will commence on July 1, 2021.

8. Provincial Labour Management Committee (PLMC)

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. 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 specific grievances or have the power to bind either Party 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 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 agreement and agree to include Workplace Health and Safety as a standing agenda item.

9. Committee Funding

There will be a total of \$100,000 of annual funding allocated for the purposes of the Support Staff Education Committee and the Provincial Labour Management Committee. There will be a one-time \$50,000 allocation for the purposes of the Joint Health and Safety Taskforce.

10. Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE)

The Parties commit to a Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE) with the following objectives:

- a. Gathering data of existing support staff recruitment and retention challenges and projected demand in the sector
- b. Gathering data of existing offerings for applicable post-secondary programs, vocational programs and identify potential gaps in program offerings to meet projected demands
- c. Partnering with post-secondary schools and vocational training providers to promote support staff positions in school districts
- d. Marketing the support staff opportunities within the sector (eg. Make a Future)
- e. Targeted support for hard to fill positions

The representatives of the PLMC will mutually select a consultant to perform the work of the initiative. The consultant will report to the PLMC on key milestones

and as otherwise requested. During the term of the agreement \$300,000 will be allocated for the purposes set out above.

11. Early Care and Learning Plan

In support of the Province's Early Care and Learning (ECL) Plan, the parties will pursue collaborative opportunities for the K-12 sector to support effective transitions for care and learning from the early years to kindergarten e.g. before and after school care.

12. Unpaid Work

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

13. Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the administering of all support staff Employee Family Assistance Program (EFAP) plans.

14. 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.

15. 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.

16. Employee Support Grant (ESG)

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.

17. Adoption of Provincial Framework Agreement (PFA)

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties no later than November 30, 2019.

18. Funding

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

19. Provincial Bargaining

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. \$200,000 will be allocated as of July 1, 2020.

Dated this __12th__ day of July, 2018.

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

K-12 Presidents' Council and Support Staff Unions

Warren Williams (Local 15 - Metro)

Tracey Mathieson

Rob Hewitt

Leslie Franklin (Local 703 - Fraser Valley)

Nicole Edmondson (Local 3500 - Okanagan)

Paul Simpson (Local 379 - Metro)

BC Public School Employers' Association & Boards of Education

Leanne Bowes, BCPSEA

Renzo del Negro, BCPSEA

Tammy Sowinski, OLRC

Kyle Uno, SD36 Surrey

Robert Weston, SD40 New Westminster

Jason Reid, SD63 Saanich

Marcey Campbell (Local 728 - Metro)

Marcy VanKoughnett, SD20 Kootenay-Columbia

Sylvia Lindgren (Local 523 - Okanagan)

Alan Chell, BCPSEA Board of Directors

Rolanda Lavallee (Local 2145 – North)

Ken Dawson, PSEC

Len Hanson. (Local 2298 – North)

Elisha Tran (Minute Taker)

Joanne (Jody) Welch. (Local 401- North Island)

Fred Schmidt (Local 382 - South Island)

Jane Massy (Local 947 - South Island)

Michelle Bennett (Local 748 – Kootenays)

Brent Boyd. (Local 407 - Metro)

Patti Price (Local 1091 – Metro)

Rod Isaac (Local 411 - Fraser Valley)

Marcel Marsolais (Local 409 – Metro)

Anne Purvis (Local 440 – Kootneys)

Rob Zver (Local 606- North Island)

Bruce Scott (WVMEA)

Tim DeVivo (IUOE Local 963)

Corey Thomas

Loree Wilcox

Corinne Iwata (minute taker)

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, 2019

This Employee Support Grant (ESG) establishes a process under which employees covered by 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, 2019.

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 November 30, 2019 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 _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

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: Public Sector General 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, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Provincial Framework Agreement will be adjusted on the third anniversary of the 2019-2022 Provincial Framework Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Agreement will be effective during the term of the 2019-2022 Provincial Framework Agreement.

This information is provided for reference only and is current as of the date of drafting. Please visit www.worksafebc.com for current information.



Refusing unsafe work

Workers have the right to refuse unsafe work. If you have reasonable cause to believe that performing a job or task puts you or someone else at risk, you must not perform the job or task. You must immediately notify your supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation.

As an employer, workers are your eyes and ears on the front line of workplace health and safety. When workers refuse work because they believe it's unsafe, consider it an opportunity to investigate and correct a situation that could have caused harm.

If a worker refuses work because it's unsafe, workplace procedures will allow the issue to be properly understood and corrected. As a worker, you have the right to refuse to perform a specific job or task you believe is unsafe without being disciplined by your employer. Your employer or supervisor may temporarily assign a new task to you, at no loss in pay.

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

As a worker, you must immediately report the unsafe condition to a supervisor or employer. As a supervisor or employer, you must investigate the matter and fix it if possible. If you decide the worker's concern is not valid, report back to the worker.

2. If a worker still views work as unsafe after a supervisor or employer has said it is safe to perform a job or task

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed.

This investigation must take place in the presence of the worker and a worker representative of the joint health and safety committee or a worker chosen by the worker's trade union. If there is no safety committee or representing trade union at the workplace, the worker who first reported the unsafe condition can choose to have another worker present at the investigation.

3. If a worker still views work as unsafe, notify WorkSafeBC

If the matter is not resolved, the worker and the supervisor or employer must contact WorkSafeBC. A prevention officer will then investigate and take steps to find a workable solution.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=s&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23q%3Dunsafe%2520work%26sort%3Drelevancy%26f%3Alanguage-facet%3D%5BEnglish%5D>

Note: WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit www.worksafebc.com for current information.



Worker Rights and Responsibilities:

On a worksite, everyone has varying levels of responsibility for workplace health and safety. You should know and understand your responsibilities — and those of others. If you're a worker, you also have three key rights.

Your rights

- The right to know about hazards in the workplace
- The right to participate in health and safety activities in the workplace
- The right to refuse unsafe work without getting punished or fired

Your responsibilities

As a worker, you play an important role in making sure you — and your fellow workers — stay healthy and safe on the job. As a worker, you must:

- Be alert to hazards. Report them immediately to your supervisor or employer.
- Follow safe work procedures and act safely in the workplace at all times.
- Use the protective clothing, devices, and equipment provided. Be sure to wear them properly.
- Co-operate with joint occupational health and safety committees, worker health and safety representatives, WorkSafeBC prevention officers, and anybody with health and safety duties.
- Get treatment quickly should an injury happen on the job and tell the health care provider that the injury is work-related.
- Follow the treatment advice of health care providers.
- Return to work safely after an injury by modifying your duties and not immediately starting with your full, regular responsibilities.
- Never work under the influence of alcohol, drugs or any other substance, or if you're overly tired.

Employer Responsibilities:

Whether a business is large or small, the law requires that it be a safe and healthy place to work. If you are an employer, it is your responsibility to ensure a healthy and safe workplace.

Your responsibilities

- Establish a valid occupational health and safety program.
- Train your employees to do their work safely and provide proper supervision.
- Provide supervisors with the necessary support and training to carry out health and safety responsibilities.
- Ensure adequate first aid equipment, supplies, and trained attendants are on site to handle injuries.
- Regularly inspect your workplace to make sure everything is working properly.
- Fix problems reported by workers.
- Transport injured workers to the nearest location for medical treatment.
- Report all injuries to WorkSafeBC that required medical attention.
- Investigate incidents where workers are injured or equipment is damaged.
- Submit the necessary forms to WorkSafeBC.

Supervisor Responsibilities:

Supervisors play a key role with very specific health and safety responsibilities that need to be understood.

A supervisor is a person who instructs, directs, and controls workers in the performance of their duties. A supervisor can be any worker — management or staff — who meets this definition, whether or not he or she has the supervisor title. If someone in the workplace has a supervisor's responsibilities, that person is responsible for worker health and safety.

Your responsibilities

- Ensure the health and safety of all workers under your direct supervision.
- Know the WorkSafeBC requirements that apply to the work under your supervision and make sure those requirements are met.
- Ensure workers under your supervision are aware of all known hazards.
- Ensure workers under your supervision have the appropriate personal protective equipment, which is being used properly, regularly inspected, and maintained.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities>

Appendix B

Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2014 – June 30, 2019 local Collective Agreement between the Board of Education of School District No. 39 (Vancouver) and IUOE Local 963.

Each signed off item is attached for reference.


Article / Clause	Item
<i>Housekeeping</i>	
4	Amend grievance procedure
2.C.4	Probationary period medical clearance certificate
	Remove all gender-specific language
	Remove references to Carpet Cleaner/Custodian, Ice Custodian, Pool Custodian, and Hairdresser positions
	Remove references to ESD
	Replace references to “Assistant Manager” with “Operations Manager” or “Supervisor”
	Main & Appendix A – remove underlined text
3	Union Security
16/SA Appendix	Union Security
8.E/16 (SA)	Compulsory Quarantine – reference to medical health officer
11.A.1.a.	Edit paragraph break
11.B.3.a.9	Delete ABE2 preference over ABE1
11.C.5.a	Replace “pay cheque” with “pay advice statement”
11	Add space/replace “worm” with “toilet auger”
12.C.1.a	Replace “pay cheque” with “pay advice statement”
12.C.2	Replace “pay cheque” with “pay advice statement”
	Update vacation/bonus vacation entitlement chart
13.C.1	Replace “award” with “general wage increase”
2.A	Definitions & Coverage for Benefits – Permanent Employee
2.B	Definitions & Coverage for Benefits – Probationary Employee
2.D	Definitions & Coverage for Benefits – Retirement
6	Vacation – Custodian usage of 5 th week
8.M	Absence from Duty – Amend Personal Leave of Absence
9.D	Benefits – Dental Plan
10.F	General Provisions – VSB Continuing Ed Courses
11.A.1	Engineer Custodial Staff – Amend language for new Head Custodian category: HC4
11.A.1.h	Carpet Cleaner- Custodian

11.A.1.h	Carpet Cleaner- Custodian
11.A.1.i	SPT Custodians
11.A1.i.4	Engineer Custodial Staff – remove meaningless language
11.A.2	Hours of Work – new language regarding 4 hour shift minimum
11.C.8	Special Salary Category – Additional pay grade for combined sites
11.D.1.b	Engineer Custodial Staff – Training Renumeration, amended to delete
12.B	Illness of family member
13.B	Minimum Shifts – new language regarding 4-hour shift minimum
21.a/b	Leave of Absence
Appendix A	New language – Layoff/Severance for Operations/Cafeteria/SA

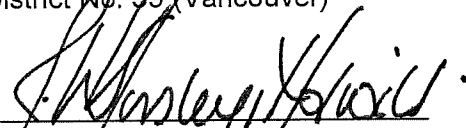
Agreed September 23, 2019

IUOE Local 963

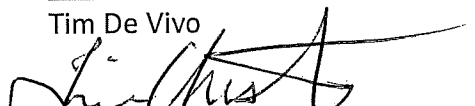
Board of Education of School District No. 39 (Vancouver)



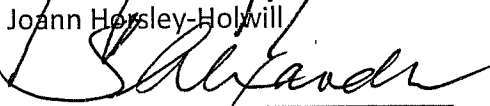
 Tim De Vivo



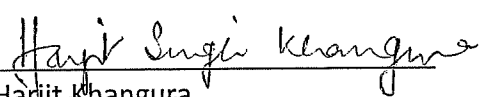
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 Tim Chester



 Stacey Alexander



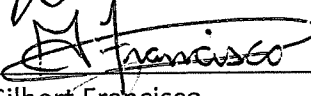
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 John Farias




 Paul Loeman



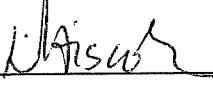
 Gilbert Francisco



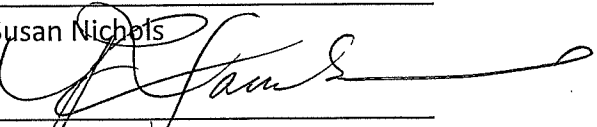
 Antoinette Cominetti



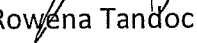
 Jackie Lee




 Livia Hisaoka



 Susan Nichols



 Rowena Tandoc



 Jessica Wichmann

Local Memorandum of Agreement - Addendum

The parties agree to the following changes to the July 1, 2014 – June 30, 2019 local Collective Agreement between the Board of Education of School District No. 39 (Vancouver) and IUOE Local 963.

Each signed off item is attached for reference.

Article/Clause	Item
Art. 7 – SA Appendix	Amend grievance procedure
Art. 8 (O) NEW Art. Appendix A	Employment Standards Leaves
Art. 9 (G) (2) (a) (4)	Payment of Gratuity
Art. 9 (i)	Use of Accruals while on Elimination Period
Art. 10 (A) (3)	Personnel Files, email Notification to Employee
Art. 10 (A) (4)	Notices
Art. 10 (A) (5)	Paid Post-Hire Certification
Art. 11 (A) (1) (a)	Training Courses – delete current language.
Art. 11 (A) (2) (c)	Working Conditions, Hours of Work Not in Session
Art. 11 (C) (8) (d)	Special Salary Category – Maintenance Engineers Increment Amended
Art. 11 (C) (8) (e)	Special Salary Category – Maintenance Engineers Training Allowance Amended
Art. 11 (C) (9)	Delete On-Call Allowance
Art. 13 (E) (8) [café]	Employee Training/Paid Post-Hire Certification
Art. 4 (B) Appendix A	Online Application Management System
Art. 6 (B) Days of Work Appendix A	Minimum 2.5 hours if working on PD Day
Art. 19 Wage rate and Hours of Work Appendix A	Amend Hours of Work
Letter of Understanding – to be developed	Temporary Dispatch Practices – Operations, Cafeteria, & Supervision Aides
Letter of Understanding – Training Allowance Fund	To form a joint committee to distribute unused SIA funds for training.
Letter of Understanding – Duties & Required Training	To form a joint committee to discuss changes/updates to current training courses.

IUOE Local 963

Board of Education of School District
No. 39 (Vancouver)

“Tim De Vivo”

“Joann Horsley-Holwill”

Tim De Vivo

Joann Horsley-Holwill

Letter of Understanding – Training Allowance Fund

Letter of Understanding

Between

The Vancouver Board of Education (VSB)

And

IUOE Local 963

Effective July 01, 2020 as per the 2019 Sustainable Services Negotiating Mandate, the Union and the Employer agree to form a committee with the purpose of distributing any unused SIA funds for the purpose of providing training. The committee will be struck by December 31, 2019 and will meet during the school year as needed. The committee will be comprised of equal numbers from Union and Employer. The Committee will be comprised of up to five (5) members each from the Union and Employer.

This Committee will jointly report out at Labour Management on or around June 01, 2021 and June 01, 2022.

Signed September 23, 2019.

“Joann Horsley-Holwill”

Joann Horsley-Holwill
Vancouver Board of Education

“Tim De Vivo”

Tim De Vivo
IUOE Local 963

Letter of Understanding – Re: Article 11(A)(1) – Duties and Required Training and Qualifications

Letter of Understanding

Between

The Vancouver Board of Education (VSB)

And

IUOE Local 963

The Union and the Employer agree to form a committee to discuss changes/updates to current training courses.

The committee will be struck by December 31, 2019 and will meet as needed. The committee will be comprised of equal numbers from Union and Employer. The Committee will be comprised of up to two (2) members each from the Union and Employer.

The purpose of the committee is to find mutually agreeable changes/updates to the training courses, with \$3000 held in trust for this committee effective July 01, 2020.

This Letter of Understanding expires June 30, 2022.

“Joann Horsley-Holwill”

Joann Horsley-Holwill
Vancouver Board of Education

“Tim De Vivo”

Tim De Vivo
IUOE Local 963

September 23, 2019

Letter of Understanding – Re: Dispatch for Temporary Operations staff

Letter of Understanding

Between

The Vancouver Board of Education

And

International Union of Operating Engineers, Local 963

It is understood that the dispatch procedure for Temporary (also known as Casual) Operations staff is as follows:

- Temporary assignments are created based on absences or vacancies entered in SmartFind Express (“SFE”). These assignments can be from one day or not less than four (4) hours in length up to an “until further notice” basis.
- Work is assigned to Casual employees from the dispatch list which includes all Temporary Operations employees, beginning at the top of the list and rotating through the list until all assignments are filled, taking into consideration the following:
 - o Assignments are not seniority-based.
 - o Assignments are made according to the employee’s placement on the list, after taking into consideration any restrictions submitted by the employee (such as availability, etc.)
 - o Unique circumstances, such as requiring knowledge of procedures to open a building or the need for key pickup.
- If a Temporary employee is not available or refuses an assignment, they will be moved to the end of the dispatch list and their file noted accordingly.
- Priority is given to Temporary employees who do not have restrictions on the number of days available to work.
- A Temporary employee who is on a long-term casual assignment and concurrently lists themselves as not available may be removed from that assignment and placed back on the dispatch list when they are available for work again.
- Temporary employees may be removed from a current assignment to another assignment without prior notice based on the department’s operational needs.

Letter of Understanding – Re: Dispatch for Temporary Operations staff - Continued

It is understood that the dispatch procedure for Temporary (also known as Casual) Supervision Aides and Cafeteria Workers is as follows:

- Daily dispatch occurs via the SmartFind Express (“SFE”) system, either by the automated callout system or employee job-shopping on the SFE website.
 - o Job-shopping:
 - Is available from 3:30 PM to 11:59 PM for future-dated assignments.
 - Is available from 12:00 AM onwards for same-day assignments until all assignments are filled.
 - o The call-out system calls Temporary Employees on a rotational basis. Call-outs:
 - Begin at 5:30 AM for same-day assignments and continue until all that day’s assignments are filled.
 - Occur between 4:00 PM and 9:00 PM for future-dated assignments.
- Jobs are open to Cafeteria Temporary Employees based on their classification and availability. A Temporary Cafeteria Employee will not be able to view a multiple-day assignment in SFE if they have a conflict during that time period, such as already having an assignment or making themselves unavailable for work.
- Employees may be redirected if there are multiple absences at one worksite and there are available Temporary Employees, dependent on location and operational needs.

Signed _____, 2020

“Joann Horsley-Holwill”

Joann Horsley-Holwill
Vancouver Board of Education

“Tim De Vivo”

Tim De Vivo
IUOE Local 963

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