

COLLECTIVE AGREEMENT

Between

RICHMOND SCHOOL DISTRICT NO. 38

And

CUPE LOCAL 716

July 1, 2022 – June 30, 2025

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THIS AGREEMENT MADE AND ENTERED INTO THIS 6th DAY of JANUARY, 2023

between THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 38
(RICHMOND), (HEREINAFTER CALLED "THE BOARD")

OF THE FIRST PART

and THE CANADIAN UNION OF PUBLIC EMPLOYEES, RICHMOND
SCHOOL BOARD EMPLOYEES' UNION, LOCAL 716,
(HEREINAFTER
CALLED "THE UNION")

OF THE SECOND PART.

PREAMBLE

WHEREAS it is the responsibility of all parties to this Agreement to work for the effective and efficient operation of the schools in the School District, all in accordance with the School Act, recognizing meanwhile the parties responsibilities and obligations each to the other as hereinafter set forth;

AND WHEREAS, it is the desire of both parties to this Agreement to maintain a harmonious relationship between the Board and the employees;

AND WHEREAS, the Union shares with the Board a desire to provide this District with efficient service through the medium of the members' labours;

AND WHEREAS, to reach these objectives, both parties recognize the mutual value of joint discussion and negotiation in all matters pertaining to the well-being, morale and security of those employees included in the bargaining unit; for the purpose of implementing the spirit and intent of the foregoing, and without surrendering the right of the Board to determine policy, it is agreed that changes in policy possibly affecting the employees' security or the Union's sphere of bargaining authority will be discussed and negotiated with the Union prior to implementation so that the Union's representatives will, having been advised of such contemplated change, be afforded the opportunity to consult with the Board's representatives in the advisability and practical application of such contemplated change;

AND WHEREAS, it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in the Agreement;

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

SCHOOL DISTRICT NO. 38 (RICHMOND) AND CUPE LOCAL 716
Collective Agreement 2022-2025

ARTICLE 1 TERM OF AGREEMENT

This Agreement shall remain in full force and effect from **July 1, 2022 to June 30, 2025** and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

In the event that either party exercises its rights to commence collective bargaining, this Agreement shall remain in full force and effect until a revised or new Collective Agreement is consummated.

The Board and the Union agree to exchange, at the first meeting of the parties' Negotiating Committees following notice to commence collective bargaining, proposals of any changes or amendments to the Agreement either party may desire.

Present Conditions and Benefits

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

Legislative Change

Should an amendment to any statute or regulation render any part of this Agreement unenforceable or null and void, the remainder of the terms of the Agreement shall continue; and in that event, the parties shall meet to determine mutually acceptable provisions which will achieve the original intent of the Agreement to the full extent legally possible. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration as provided for in this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the management, supervision and control of the Board's operation and the direction of the working force shall remain the exclusive function of Management provided that such Management and direction does not contravene the express provisions of this Agreement.

The Board shall have the right to select and promote its employees and to discipline or discharge them for proper cause, provided that employees shall retain the right of appeal under the grievance procedure contained in this Agreement.

No Discrimination

There shall be no discrimination against any person covered by this Agreement based on any of the protected grounds as set out in the BC Human Rights Code, or membership or activity in the Union. In particular there shall be no such discrimination in terms of hiring, promotion, salary, discipline, dismissal, layoff and recall, except with respect to bona fide job requirements.

UNION SECURITY

Section 1 Bargaining Agency

The Board recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent in respect to wages, hours, working conditions, adjustment of grievances and other conditions as are in this Agreement. Further, the Board will not enter into private arrangements or enter into any agreement with any employee or group of employees within the bargaining unit.

Section 2 Deduct Dues

- a) The Board agrees to deduct Union dues and/or levies according to the Constitution and Bylaws of the Union, from all employees who come within the certificate of bargaining authority of the Union.
- b) Necessary adjustments in dues structure arising from promotion, demotion or transfer, will be made by the Payroll Department.
- c) Union dues will be reported on T-4 forms.
- d) Forty-five (45) calendar days notice and implementation will be provided to the Board of any change in dues structure requiring computer re-programming. All other changes to take effect after the next full pay period.

Section 3 Remit Dues

The Board agrees to remit the deductions made under Section 2 to the Union by the end of the month, together with a list of the names of the employees from whom such deductions were made.

Section 4 Union Membership

All employees of the Board shall, as a condition of continued employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union.

Section 5 Union Officials

The Union shall provide the Board with a list of its elected officers, shop stewards and any other official representatives. The list shall be kept current by the Union at all times.

Section 6 New Employees

- a) The Board will notify the Union Secretary and appropriate Shop Steward of the name, address, position and location of each new employee within two (2) weeks of the date of appointment to staff. On commencement of employment, the new employee will be notified by the Board of the name and work location of the appropriate Shop Steward.
- b) The Board will provide an orientation to all new employees within sixty (60) days of the commencement of their employment to acquaint them with the basic operation of the School District.

Section 7 Collective Agreement & Addenda

- a) New employees shall be presented with a copy of this Agreement by the Board on commencement of employment.
- b) The Board shall forward to all employees a copy of each new contract and addendum negotiated.

Section 8 Picket Line

It is understood and agreed that no employees, individually or collectively, will be required to enter any building or property where a picket line is in evidence, when such picket line is established by a recognized trade union.

Section 9 Access to Information

The Board shall provide to the Union the following:

- a) Financial information including annual financial reports and audits, school district budgets, preliminary and fiscal frameworks, statements of final determination and other information available to the public.
- b) A copy of the agenda shall be sent to the Union when distributed to the Board. In addition, the Board public package (minutes and attachments) shall be delivered to the Union in a timely manner. One copy of the Board public package shall be available at the Board meeting for a CUPE representative.
- c) A list of names, work locations, hours assigned and classification of employees each October 30, January 30, February 28, and July 30 reflecting the status of employees on the last working day of the previous month. It is understood that the Union, upon reasonable notice, shall be given additional lists from time to time as required.

Section 10 Size of Union Negotiating Committee

The Union Negotiating Committee shall consist of no more than seven (7) members of C.U.P.E., Local 716 and C.U.P.E. National Representatives.

Section 11 Labour Management

The parties agree to hold monthly Labour Management meetings when needed. The Union and the Employer will provide each other with agenda items they wish to discuss at least two (2) business days prior to the meeting. It is recognized either party may request additional meetings as required and the parties may agree to temporarily suspend the monthly schedule if there are no issues to discuss.

ARTICLE 3 EQUITY AND INCLUSION

Section 1 Gender Neutral Pronouns

Effective July 1, 2022, the parties agree to use gender neutral pronouns (they/them/their) within this agreement.

Section 2 No Discrimination

The Board and the Union will not condone and will not tolerate any expression of racism. A joint statement to that effect will be issued annually by the Board and the Union.

In the first instance, any alleged complaint shall be dealt with promptly by the Superintendent of Schools and the President of the Union or their designates.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 1 Application

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether any matter is arbitrable, such difference or question shall be settled finally and conclusively without stoppage of work, in accordance with the procedures laid down in Section 2 below.

It is agreed that there should be regular discussion of concerns and full information sharing between staff and Union representatives, so that concerns can be resolved before parties take opposing positions.

Where the grievance is instituted as a result of suspension or dismissal, the grievance procedure will commence at Step 2.

Section 2 Procedure

- Step 1 Without delay, the employee and/or the Shop Steward shall take up the difference or grievance with the employee's immediate Supervisor. If the difference or grievance is not settled immediately to the satisfaction of the employee, then
- Step 2 Within five (5) working days of the difference or grievance arising, the matter shall be reduced to writing and presented by the employee and/or a representative of the Union in person to the Superintendent of Schools or designate. If the difference or grievance is not settled by the Superintendent of Schools or designate to the satisfaction of the employee within two working days of meeting with the employee and the Union representative, then
- Step 3
- a) Within ten (10) working days of the meeting between the Superintendent of Schools, or designate, the employee and/or the Union representative, the matter shall be taken up by the employee and the representative of the Union with the Superintendent of Schools or designate. The School Board, through its structure, shall notify the Union of its decision in writing within five (5) working days of the next School Board meeting. If the School Board decision is not satisfactory to the Union membership, then
 - b) for serious matters (i.e. suspension or termination of an employee), the Union shall be permitted to make a presentation to the Board or standing committee of the Board when an appeal of a decision is sought.
 - c) Whenever practical, as per Article 4, Section 2 of the Collective Agreement, when a matter is unresolved after a third step grievance meeting, use may be made of the dispute resolution mechanism provided for under Section 87 of the Labour Relations Code.
 - d) In situations covered by 3 b) and 3 c), the parties agree to waive the time limits within the Collective Agreement until a decision is rendered.

- Step 4 Within five (5) working days from the date on which the next Union meeting is held, the Union shall submit the matter to Arbitration by notifying the School Board accordingly in writing.
- Step 5 Within five (5) working days of the date on which the letter is mailed to the School Board giving notice that the matter has been submitted to arbitration, the Union shall appoint its member to the Arbitration Board.
- Step 6 Within five (5) working days of the date on which written notification is received from the Union, the School Board shall appoint its member to the Arbitration Board.
- Step 7 The Board of Arbitration shall consist of two (2) members appointed by the parties and the third member who shall be Chairperson, shall be appointed by the two (2) members appointed by the parties.
- Step 8 The Chairperson of the Arbitration Board is to be appointed within five (5) days of the date of appointment of the School Board's member.
- Step 9 Should the members appointed by the parties fail to agree to a Chairperson within the said five (5) days, then the Minister of Labour of the Province of B. C. shall be requested to appoint a Chairperson.

Section 3 Arbitration Board's Decision

The majority decision of the Board of Arbitration shall be final and binding on both parties and each party shall bear the expense of their Arbitrator and shall also pay one-half the expenses of the Chairperson. The Board of Arbitration shall be requested to finally settle such difference or grievance within ten (10) days after the appointment of the Chairperson.

Section 4 Extension of Time Limits

Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties in writing.

Section 5 Substitution of Penalty

The provisions of Section 89 (Authority of Arbitration Board) of the Labour Relations Code will apply.

ARTICLE 5 DEFINITION OF EMPLOYEES

Section 1 Definitions

- a) Regular Employees
 - i) Regular employees are those working three (3) hours per day for five days per week or fifteen (15) hours or more per week, who have satisfactorily completed twenty-six (26) weeks of continuous employment as a probationary, temporary, or substitute employee. Regular employees shall be entitled to benefits incorporated in this agreement in proportion to their time worked.
 - ii) For the purposes of clarification "continuous employment" shall include and not be interrupted by Christmas and Spring Breaks, provided the assignment starts before and ends after the break.
 - iii) It is understood that a non-regular employee must be working in a single temporary assignment for a fifty-two (52) week period in order to qualify for benefits incorporated in this agreement, to include and not be interrupted by Christmas and Spring Breaks, as described above. It is further understood that a single assignment may include minor changes in job duties or multiple work locations or assignments where the ongoing assignment is as a result of the continuous absence of a single regular employee.
 - iv) A regular employee, whose hours of work are reduced by the Board to three (3) hours per day for five (5) days a week or fifteen (15) hours per week or less, shall continue to be considered a regular employee as defined in this section for purposes of entitlement to benefits incorporated in this Agreement.
 - v) A regular employee whose hours of work are reduced by the Board to three (3) hours per day for five (5) days a week or fifteen (15) hours per week or less, shall have the option to continue as a contributor to the Municipal Superannuation Plan. This option shall be exercised in writing and may not be changed.
- b) Casual part-time employees are those employees engaged to perform specific tasks not involving in excess of three (3) hours per day for five (5) days per week or fifteen (15) hours per week, and who are paid at an hourly rate of pay for the position held. Such employees are not entitled to claim welfare benefits incorporated in this Agreement.
- c) Temporary employees are engaged for specific projects or to cover the prolonged absence of a regular employee for a period not exceeding two (2) months except by mutual consent of both parties to this Agreement. Such employees are not entitled to claim welfare benefits included in this Agreement, subject however, to subsection (a).

- d) Substitutes are employees who are not normally employed on a regular basis and who are called in to substitute for staff members as required. They may be employed as relief staff in higher rated categories as might from time to time be required. However, should it be anticipated that such relief will be required for prolonged periods (i.e. in excess of one (1) week's duration), replacement shall be drawn from the regular staff, selected when feasible on a seniority basis. Substitute employees may replace any regular staff so temporarily transferred.
- e) Notwithstanding the provisions of subsection (c) above, persons may be employed on grounds work for the period April to October inclusive as temporary employees.
- f) Temporary employees defined in subsection (c), (d), and (e) above will not be entitled to benefits enjoyed by the Union, but the provisions of Article 21 (Promotions, Demotions, Re-classifications and Layoffs) shall be applicable.
- g) Probationary employees are those employees hired to fill a position on the regular staff who are serving a period of not more than six (6) months in order to determine suitability for continued employment.

An employee who works a minimum of five (5) uninterrupted weeks in a vacant position and is the successful applicant when that position is posted and commences in that assignment without interruption shall have that time worked credited toward completion of the probationary period.

Section 2 Confirmation

When an employee is appointed to the regular staff, the date of commencement of the probationary period shall be the anniversary date for the purpose of calculating service for any benefits in this Agreement. However, when such an employee has prior temporary employment with the Board, the employee's anniversary date will be ante-dated to allow for those days of temporary employment falling within the twelve (12) month period immediately preceding the date of commencement of probation.

Section 3 Temporary Position

To avoid confusion and conflict, a temporary position, as opposed to a temporary employee, is defined as follows:

- a) A temporary position is one created to fill a specific work requirement which is anticipated to be of limited duration. Such a position may be filled by either a temporary employee, a casual part-time employee, or a regular employee, dependent upon the requirements of the position. Prior to establishing and filling such a position, it will be discussed with the

Union to mutually establish the anticipated duration, the best manner of filling such a position and the consequences of it being filled by a regular employee.

- b) A regular employee who posts into a temporary position shall return to their regular position at the end of the temporary assignment, if the temporary assignment:
 - i) is in a different classification from their regular position; or
 - ii) is a different shift from their regular position; or
 - iii) pays more than the regular position during the course of the assignment.

At the end of a temporary assignment which does not meet one of the above criteria, the employee shall be deemed to be a regular unassigned employee in their former classification with no loss of pay or benefits.

Section 4 Assignment of Substitutes

The Board agrees that in assigning substitute work it will make every effort to use a single employee in each continuous assignment, and that ongoing, long-term vacancies will not be filled by assigning a series of substitute employees.

ARTICLE 6 REMUNERATION

Section 1 Salary Scale

The schedule of salaries attached to this Agreement shall form a part thereof, and shall prevail and govern during the term of this Agreement. (Schedule "A" - Salary Schedule).

Section 2 Pay Periods

The Board agrees to maintain a two-weekly pay period during the life of this Agreement.

Section 3 Work Week

The work week is deemed to commence at midnight Saturday.

ARTICLE 7 CLERICAL STAFF HOURS OF WORK & OVERTIME

Section 1 35 Hour Week

- a) The hours of work for clerical staff shall be Monday to Friday inclusive, between the hours of 7:00 a.m. and 5:00 p.m., with the exception of the Call Board Operator and employees in the Continuing Education Division.

Regular hours of work shall be seven (7) consecutive hours per day, exclusive of one hour for lunch, or one-half hour for lunch at the employee's request and with the approval of the Supervisor, and thirty-five (35) hours per week, always provided that all school offices, the Maintenance Shop and the School Board Administration Offices are adequately staffed from 8:30 a.m. to 4:30 p.m. during the school year.

Section 2 Overtime

Hours worked in excess of seven (7) in a twenty-four (24) hour period commencing with the start of such shift shall be deemed to be overtime. The first four (4) hours overtime in any week shall be paid at the rate of time and one-half (1 1/2) and all subsequent overtime in that week at the rate of double time. Double time will be paid to all except casual part-time employees for all call-outs on Saturdays, Sundays or holidays exclusive of normal holiday pay the employee is entitled to under Article 18 (Statutory Holidays). For the purpose of computing the overtime rate, the two-weekly salary shall be divided by 70, being the number of working hours in a pay period. It is agreed that casual part-time, substitute or temporary employees will not be called upon to do work that would normally be done by regular employees, except in emergent circumstances.

Section 3 Clerical - 10 Month Year

All Elementary School Administrative Assistants, Richmond Virtual School – Clerical Support and Administrative Assistants in the Administration Office, Support Services Department, and Secondary schools, as appointed, are classified as ten (10) month employees and are deemed to be employed from the Monday of the week prior to school opening in September to the Friday of the week following school closure in June; and are deemed to be laid off for the period in between.

Section 4 Deleted

Section 5 Casual Labour

Casual part-time employees will be paid only straight time rates except where total hours worked exceed seven (7) hours per day or thirty-five (35) hours per week.

Section 6 Shift Differential – Callboard Operators

In recognition of work performed before 7:00 a.m., regular full-time and part-time Callboard Operators and Senior Callboard Operator shall receive a daily shift differential equal to half-hour straight-time pay in addition to pay for hours worked.

ARTICLE 8 MAINTENANCE STAFF HOURS OF WORK & OVERTIME

Section 1 40 Hour Week

- a) Regular hours of work shall be eight (8) consecutive hours per day exclusive of lunch break between the hours of 7:00 a.m. and 5:00 p.m. and forty (40) hours per week.

- b) An afternoon shift, where mutually agreed between the Board and the Union, shall be between the hours of 2:00 p.m. and 12:00 midnight. Where an afternoon shift is instituted and the major portion of the shift occurs after 5:00 p.m., the employee shall work seven and one-half (7 1/2) hours and be paid for eight (8) hours.

It is understood that the assignment of employees to afternoon shifts shall be limited to expediting seasonal work or specific projects.

Section 2 Overtime

Hours worked in excess of eight (8) in a twenty-four (24) hour period commencing with the start of such shift shall be deemed to be overtime. However, where an employee of the Maintenance Department works two separate shifts in a twenty-four (24) hour period, and there is a break of at least seven (7) hours between the shifts, the second shift will not be deemed to be overtime. The first four (4) hours overtime in any week shall be paid at the rate of time and one-half (1 1/2) and all subsequent overtime in that week at the rate of double time. Double time will be paid to all except casual part-time employees for all call-outs on Saturdays and Sundays or holidays, exclusive of normal holiday pay the employee is entitled to under Article 18 (Statutory Holidays). For the purpose of computing the overtime rate, the two-weekly salary shall be divided by eighty (80), being the number of hours in a pay period.

Within the Maintenance and Operations departments, scheduled overtime shall be assigned based on seniority and appropriate qualifications for the work to be done. Assignments will be drawn from an Expression of Interest list prepared no later than September 15th annually.

It is agreed that casual part-time, substitute or temporary employees will not be called upon to do work that would normally be done by regular employees, except in emergent circumstances.

Section 3 Casual Labour

Casual part-time employees will be paid only straight time rates except where total hours worked exceeds eight (8) hours per day or forty (40) hours per week.

ARTICLE 9 OPERATIONS STAFF HOURS OF WORK & OVERTIME

Section 1 40 Hours Week

Regular hours of work shall be eight (8) consecutive hours per day exclusive of the lunch break and forty (40) hours per week.

- a) a day shift shall be between the hours of 5:00 a.m. and 5:00 p.m.
- b) an afternoon shift shall be between the hours of 2:00 p.m. and 12:00 midnight.
- c) a night shift shall be between the hours of 10:00 p.m. and 8:00 a.m.

Section 2 Differential

- a) Where an afternoon shift is instituted and the major portion of the shift occurs after 5:00 p.m., the employee shall work seven and one-half (7 1/2) hours and be paid for eight (8) hours.
- b) Where a night shift is instituted and the major portion of such shift occurs after 11:00 p.m., the employee shall work seven (7) hours and be paid for eight (8) hours.

Section 3 Overtime

Hours worked in excess of eight (8) in a twenty-four (24) hour period commencing with the start of such shift shall be deemed to be overtime. However, where an employee of the Operations Department works two separate shifts in a twenty-four (24) hour period, and there is a break of at least seven (7) hours between the shifts, the second shift will not be deemed to be overtime. The first four (4) hours overtime in any week shall be paid at the rate of time and one-half (1 1/2) and all subsequent overtime in that week at the rate of double time. Double time will be paid to all except casual part-time employees for all call-outs on Saturdays and Sundays or holidays, exclusive of normal holiday pay the employee is entitled to under Article 18 (Statutory Holiday). For the purpose of computing the overtime rate, the two-

weekly salary shall be divided by eighty (80), being the number of hours in a pay period.

Within the Maintenance and Operations departments, scheduled overtime shall be assigned based on seniority and appropriate qualifications for the work to be done. Assignments will be drawn from an Expression of Interest list prepared no later than September 15th annually.

It is agreed that casual part-time, substitute or temporary employees will not be called upon to do work that would normally be done by regular employees, except in emergent circumstances.

Section 4 Casual Labour

Casual part-time employees will be paid only straight time rates except where total hours worked exceeds eight (8) hours per day or forty (40) hours per week.

Section 5 Summer Hours of Work – Day Care Centres

The Union and the Board agree that during the term of this agreement the day shift hours of 5:00 a.m. to 5:00 p.m. for the Operations staff may be extended to 7:00 p.m. during spring, summer and winter school breaks in no more than nine (9) schools specifically designated for day care. The Board will provide a list of the specific sites to the Union no later than June 1st of each year.

Both parties recognize that there may be other schools so designated and the Board shall inform the Union accordingly.

ARTICLE 10 BUS DRIVERS HOURS OF WORK & OVERTIME

Section 1 30 Hour Week

Regular hours of work shall be six (6) hours a day, including one (1) hour for cleaning and servicing buses. Time worked in excess of six (6) hours a day up to a maximum of eight (8) hours a day shall be paid for at straight time rate. Bus drivers shall be paid a minimum of two (2) hours for work performed after the regularly scheduled forenoon work and prior to the regularly scheduled afternoon work. However, hours worked in excess of eight (8) in a twenty-four (24) hour period commencing with the start of such shift and hours worked in excess of forty (40) in a week shall be deemed to be overtime. Furthermore, all driving time after 5:00 p.m. on those days on which the normal shift has been worked, shall be deemed to be overtime. The first four (4) hours overtime in any week shall be paid at the rate of time and one-half (1 1/2) and all subsequent overtime in that week at the rate of

double time. Double time will be paid to all except casual employees for all call-outs on Saturdays and Sundays and holidays, exclusive of normal holiday pay the employee is entitled to under Article 18 (Statutory Holidays). For the purpose of computing the overtime rate, the two-weekly salary shall be divided by sixty (60), being the number of hours in a pay period.

It is agreed that casual part-time, substitute or temporary employees will not be called upon to do work that would normally be done by regular employees, except in emergent circumstances.

Section 2 Lunch Break

When a Bus Driver takes a daytime educational trip and there is waiting time between the hours of 11:00 a.m. and 1:00 p.m., then an unpaid lunch break of up to thirty (30) minutes is to be taken.

Section 3 Special Conditions of Service

- a) Bus Drivers are classified as ten (10) month employees and are deemed to be employed from the working day prior to school opening in September up to and including the day following student dismissal in June and are deemed to be laid off for the period in between. It is understood that the working day prior to school opening shall be a six (6) hour day and the last working day in June shall be an eight (8) hour day.
- b) On one day prior to school opening in September and on one day at the end of the school year, Bus Drivers are to thoroughly clean their buses. Where there are no working days prior to school opening, an additional day's pay will be issued for cleaning buses. On other scheduled school days when classes are not in session, Bus Drivers are to report to the Maintenance Shop for allocation of suitable duties.
- c) Notwithstanding any other provisions in this Agreement, Bus Drivers will receive fringe benefits as follows:-
 - i) Statutory holidays and vacations will be paid on eight (8) hour a day basis.
 - ii) Sick leave will be accumulated and paid on an eight (8) hour a day basis.
 - iii) Salary for superannuation purposes will include overtime.
 - iv) Salary for Group Life Insurance purposes will be based on four-thirds (4/3) of annual salary.
- d) When a vacancy for a Bus Driver arises from promotion, resignation, retirement or dismissal, regular Bus Drivers may apply to Department Head for the route which becomes vacant. In making such reassignments, the provisions of Article 21, Section 6 (Seniority) shall apply.

**ARTICLE 11
PARA-EDUCATORS HOURS OF WORK & OVERTIME**

Section 1 10 Month Year

Para-Educators are classified as ten (10) month employees and are deemed to be employed as follows:

Library Technicians, Laboratory Technicians, Career Information Advisors, Education Assistants, Food Services Cooks and Aides, Kitchen Aides Elementary Counselling Support Workers, Crossroads Alternate Program Youth Support Workers, and Education Assistant Consultant - from the day of school opening in September to the day of school closure in June;

Markers - from mid-September to mid-June (actual dates to be established each year).

Para-Educators are deemed to be laid off from their termination date in June to recommencement in September.

Section 2 Hours of Work & Overtime

- a) The hours of work and overtime clauses for Clerical staff (Article 7, Section 2) apply to Para-Educators. However, Markers are normally employed on a part-time basis for less than seven (7) hours a day.
- b) Employees requested to be in attendance at meetings to develop or discuss IEP's **and Individual Safe Work Instructions or equivalent** shall do so on Board time.
- c) **The Employer will make all reasonable efforts to ensure staff assigned to work with students on a regular basis are invited to participate in the development and revision of the plans denoted above.**

Section 3 Hours of Work & Overtime – Education Assistants

For the term of the new Collective Agreement, “full-time” Education Assistants which includes: Education Assistants, Education Assistants – Braillists, Education Assistants – Registered Nurse, Education Assistants – Sign Language, Youth Support Workers shall be employed for six (6) hours per day five (5) days per week.

“Full time” (thirty (30) hours per week) Education Assistants shall be assigned to work an additional two (2) hours biweekly for the purposes of consultation and preparation. Education Assistants will perform such work during the regular hours of work at times which best meet the requirements

of the school. It is understood that the utilization of these hours will not result in overtime pay.

Part time (fewer than thirty (30) hours per week) Education Assistants shall be assigned to work an additional one (1) hour biweekly for the purposes of consultation and preparation. Education Assistants will perform such work during the regular hours of work at times which best meet the requirements of the school. It is understood that the utilization of these hours will not result in overtime pay.

Notwithstanding Article 7A – Hours of Work – Overtime, Section 1 and 2, hours worked in excess of six (6) hours in a day or thirty (30) hours per week, unless prescheduled twenty-four (24) hours in advance, shall be paid at overtime rates. I.e. time and one-half for the first four (4) hours in a week and double-time thereafter.

Hours worked in excess of seven (7) hours in one day or thirty-five (35) hours in one week shall be paid at overtime rates in accordance with Article 7A, Section 2, regardless of notice.

The parties recognize that value and importance of involving Education Assistants in the development and implementation of IEPs. At various stages of the process Education Assistants play an integral role. When an employee is required to be in attendance at a meeting to develop or discuss an IEP, they shall do so on Board time, either within normal working hours or as set out above.

Refer to Letter of Understanding #12 re: Scheduling – SWIS Workers, Cultural Interpreters, Central Registration and International Student Programs, page 78

ARTICLE 12 TEN (10) MONTH EMPLOYEES HOURS OF WORK

Section 1 Definition

Para-Educators; Bus Drivers; Clerical Staff in Elementary Schools; and Clerical Staff in the Administration Office, Learning Services Department and Secondary schools, as appointed, are defined as ten (10) month employees.

Section 2 Payment of Salaries

Except for absence without pay, ten (10) month employees will be paid for the period between the date of commencement at the start of the school year and the date of layoff at the end of the school year.

Section 3 Working Days

Ten (10) month employees are required to work on all prescribed school days, regardless of whether classes are in session or not.

Section 4 10 Month Building Service Workers

Building Service Workers, appointed as 10 month employees, are deemed to be employed from the day of school opening in September to the day of school closure in June; and are deemed to be laid off for the period in between.

Bulletins of a general nature, indicating the availability of 10 and/or 12 month positions as Building Service Workers, will be issued in anticipation and/or as the result of vacancies arising.

ARTICLE 13 CALL-OUT, STANDBY & OVERTIME – REGULAR EMPLOYEES

Section 1 Call-out

All regular employees shall be paid a minimum of two (2) hours at double time, when they are called back, as set out in Section 2 below, to work after completing their regular shift or if they are called in to work prior to starting their regular shift. Call-outs are for a minimum of two hours of work. Should an employee be required to attend a subsequent call-out during these two hours, the call-out is deemed to be extended with work being paid at double time.

Section 2 Definition

For the purpose of this section only, a call-out is defined as any situation when an employee is called outside of the employee's regular shift.

Section 3 Standby Allowance

A standby allowance for **any** maintenance trades staff, **including relief staff**, designated as being on standby during evenings, weekends and statutory holidays shall be \$100.00 bi-weekly.

A relief tradesperson would not take a district vehicle home at any time, except when they are on call.

Section 4 Work Prior to Normal Hours

If any employee is required to report for work earlier than the normal hour for commencing the day's work, and continues to work during the shift for that day, then the time so worked prior to the regular working hours shall be paid at the overtime rates set out in this Agreement.

Section 5 Equalization of Overtime

An employee shall not be required to lay off during regular hours to equalize any overtime worked.

Section 6 Overtime

Overtime work shall normally be on a voluntary basis. The Employer shall keep overtime to a minimum.

Section 7 Time Off in Lieu of Overtime

Authorized overtime will be paid at the appropriate rate. Overtime may be banked and taken as time off equivalent to the hours earned. The employee must indicate on their time sheet whether the overtime is to be banked or paid out. If there is no indication, then the overtime shall be paid out.

This provision does not apply to Bus Drivers.

This agreement is subject to the following regulations:

- a) For 12 month staff, accumulation of banked overtime shall not exceed 10 working days at any one time per school year. By September 1 each year, any time so accumulated which has not been used will be paid out.
- b) For 10 month staff, accumulated vacation carry-over and banked overtime together shall not exceed a total of 10 working days. By June 30 each year, any time so accumulated which has not been used will be paid out.
- c) Employees who wish to use banked overtime shall obtain approval from the Department Head on the basis that the service will not be impaired and a minimum of substitution will be required.

Section 8 Meal Allowance

A meal allowance of **twenty dollars (\$20.00)** shall be paid to an employee who is required to work two (2) or more hours overtime after 5:00 p.m. provided the employee has not had a break of at least two (2) hours at the end of the employee's regular shift.

ARTICLE 14 HOURS OF WORK

Section 1 Travelling Time

Where an employee is required to work at more than one location during the working day, travelling time between the various locations shall be considered part of the hours of work.

for example:

If a Janitor is normally required to work for three (3) hours at one school and four (4) hours at another school, it is in order for the employee to travel from the first school to the second school within the time allotment for either school without any deductions in pay.

Section 2 Christmas Eve Day/New Year's Eve Day

Employees required to work their last scheduled shift on Christmas Eve Day and/or New Year's Eve Day or days designated by mutual agreement in lieu thereof, will be permitted to terminate one and one-half (1 1/2) hours in advance of their normal time on those days without loss of pay.

Section 3 Rest Periods

Employees shall be permitted a fifteen (15) minute rest period, both in the first half and the second half of each shift. Rest periods shall be taken at times that will cause, in the opinion of the Supervisor, the least possible interference with the work in which the employees are engaged.

Section 4 Work at Home

Employees will not be required to perform regular work of the School District while at their residence.

Section 5 Inclement Weather

1. School Closure Days

Required Services Staff reporting to work during a school closure day, due to inclement weather, shall be granted a day off with pay in lieu to be taken by June 30 of the current school year.

2. Required Services Staff, as determined by the Superintendent or designate, include but are not limited to:

- a) Grounds department**
- b) EAOSS**
- c) Daytime Operations Foreperson**

**ARTICLE 15
FOUR HOUR MINIMUM WORK DAY**

Section 1 The District is committed to providing a minimum of four (4) hours of work for regular employees reporting for work and for temporary employees who have posted into positions when reporting for work.

Section 2 Exemptions from the four (4) hour minimum:

- Noon Hour Supervisors
- Crossing guards
- Other positions by mutual agreement

Section 3 The four hours shall be consecutive but may exclude a lunch period of up to one hour.

Section 4 Bus Drivers are exempt from the requirement for consecutive hours. The daily hours shall be completed within a period of twelve (12) consecutive hours.

Section 5 Notwithstanding Article 21, Section 2 (Bulletins), subsection (a) where posting is required, additional hours of less than four hours may be posted as “additional hours” and are available to employees who are able to accept the hours in addition to the current assignment.

ARTICLE 16 ANNUAL VACATION ENTITLEMENT

Section 1 Anniversary

July 1st shall be the anniversary date for computation of annual vacation entitlement.

Section 2 Length of Paid Vacations

Vacations with pay will be granted on the following basis:

- a) Casual and temporary employees - in accordance with the Employment Standards Act.
- b) Employees with less than six month's service.
 - i) Employees with less than six (6) calendar months' service on July 1st shall be entitled to one (1) day vacation for each calendar month service to a maximum of six (6) working days which may be taken at any time during the vacation year subject to appropriate approval.
 - ii) An employee commencing duties on or before the last working day of the month shall be credited with that month's service for purposes of this subsection. An employee with more than six (6) months' service on July 1st shall be entitled to ten (10) working days vacation which may be taken at any time subject to appropriate approval.
 - iii) In all instances in (i) and (ii) above vacation shall be paid as a day's pay for each day's entitlement or 4% of gross earnings whichever is greater.
- c) Employees who reach their second anniversary during the vacation year shall be entitled to three (3) weeks vacation with pay or six (6) percent of gross earnings whichever is greater, which may be taken at any time during the vacation year subject to subsection (g) below.

- d) Employees who reach their seventh anniversary during the vacation year shall be entitled to four (4) weeks vacation with pay or at eight (8) percent of gross earnings whichever is greater, which may be taken at any time during the vacation year subject to subsection (g) below.
- e) Employees who reach their fifteenth anniversary during the vacation year shall be entitled to five (5) weeks vacation with pay or at ten (10) percent of gross earnings whichever is greater, which may be taken at any time during the vacation year subject to subsection (g) below.
- f) Employees who reach their twenty-second anniversary during the vacation year shall be entitled to six (6) weeks vacation with pay or at twelve (12) percent of gross earnings whichever is greater, subject to subsection (g) below.
- g) Employees shall not be considered to have earned the additional vacation with pay until they reach the anniversary dates stipulated above. However, they may take the new vacation entitlement in these years (second, eighth, sixteenth and twenty-third anniversary) at any time during the vacation year providing that, if they subsequently terminate prior to reaching their anniversary date, they will be required to repay the one week vacation overpayment.

Section 3 Supplementary Vacation

Effective July 1, 1978 and pursuant to Article 5, Section 1 (a), each employee will be entitled to one (1) week of supplementary vacation at the beginning of each five (5) vacation* years following completion of ten (10) calendar years of service, with each supplementary week to be taken during the course of the five (5) vacation year period.

The foregoing to be in addition to the basic annual vacation entitlement in the Agreement.

It is understood between the parties that each employee shall become entitled to supplementary vacation under this clause on the first day of July in the year in which the employee qualifies for such supplementary vacation.

(An explanatory note and table is annexed hereto as Appendix A for the purposes of clarification.)

*Vacation year is defined as the period from July 1 to June 30 of the following year.

Section 4 Discretionary Day

All regular employees who have completed twenty-six (26) weeks of continuous employment shall be entitled to one (1) paid discretionary day per year. Discretionary days are to be taken as one whole day. Employees shall endeavour to provide seven (7) working days advance notice to the employer prior to taking their discretionary day. Approval is subject to operational needs and shall not be unreasonably denied.

Discretionary days must be used by the end of the school year (June 30th). Unused days cannot be carried over and shall be paid out to the employee. For ten month employees, unused days shall be paid out no later than October 31st of the following school year. For twelve month employees, unused days shall be paid out no later than August 30th of each year.

Section 5 Sickness During Vacation

Where an employee commences annual vacation and becomes incapacitated either through illness or injury, the period of incapacity, provided that it extends for three (3) consecutive days or more, will be deemed to be sick leave rather than vacation, always provided that a medical certificate is produced certifying that the employee was, in fact, incapacitated for the period claimed. The vacation period during which the employee was incapacitated shall be taken later, on dates to be mutually agreed upon by the employee and the Department Head.

Section 6 Vacation Credit For Prior Service

An employee who returns to regular employment with the Board within one (1) year of having resigned from regular employment, shall have such period of prior service counted for determining future annual vacation entitlement only, after completion of two (2) years continuous service.

ARTICLE 17 ANNUAL VACATION PERIOD

Section 1 Vacation Period – 12 Month Clerical Staff

Annual vacations earned to July 1st each year may be taken at any time during the following twelve (12) month period provided approval is given by the Department Head on the basis that the service will not be impaired and a minimum of substitution will be required.

Section 2 Vacation Period – Maintenance Staff

Annual vacations earned to July 1st each year may be taken at any time during the following twelve (12) month period provided approval is given by

the Department Head on the basis that the service will not be impaired and a minimum of substitution will be required.

On or before May 1st each year, employees shall submit in writing their request for vacations to be taken during periods of school closure. The Department Head will review all requests and approve on the basis outlined above, confirmation of approved vacations shall be given within two (2) weeks of May 1st.

Requests for vacations to be taken when school is in session shall be submitted in writing as early as possible. The Department Head will review all such requests and approve on the basis outlined above within two (2) weeks of application.

Section 3 Vacation Period – Twelve (12) Month Operations Staff

Each employee shall be required to take two (2) weeks of annual vacation entitlement during the summer months of July and August. This shall not prevent an employee from taking more than two (2) weeks of annual vacation entitlement during the summer months.

- a) Custodial staff must provide on/or before April 15th each year their request in writing for vacation time during the Richmond School District's summer break. All vacation requests are subject to operational needs and a minimum of substitution. Confirmation of approved vacation shall be provided by May 15th.
- b) Custodial staff must provide on/before October 1st each year their request in writing for vacation time during the Richmond School District Winter and Spring vacation break periods. All vacation requests are subject to operational needs and a minimum of substitution. Confirmation of approved vacation shall be provided by November 1st. It agreed that the above deadlines are subject to the employer giving notice of Winter and Spring break times no later than September 1st.
- c) Annual Vacation for Custodial staff will be limited to time off during the designated Richmond School District's school break times; summer, winter and spring with the exception of supplementary vacation pursuant to Article 16, Section 3 and the following:

Employees may request to take up to two (2) vacation days when school is in session, subject to operational needs and a minimum of required substitution. Requests will not be unreasonably denied.

Requests for vacations to be taken when school is in session shall be submitted in writing as early as possible. The Department Head will

review all such requests and approve on the basis outlined above within two (2) weeks of application.

- d) A limited number of twelve (12) month employees whom the Board determines must be replaced while on vacation may take their vacation when school is in session, subject to operational needs and a minimum of required substitution. Employees become eligible to apply for additional vacation under this clause after accumulating five (5) years of seniority.**

Fifteen (15) weeks of vacation time off will be approved pursuant to this provision. Each eligible employee shall be entitled to one (1) week of vacation time based on employee seniority. The five (5) days are to be taken consecutively.

Requests are made in writing to the Department Head prior to April 15th in the school year prior to the school year in which the requested vacation is to be taken. By May 15th the Department Head will advise each employee whether the requested vacation is confirmed.

Employees who receive vacation pursuant to this clause (section 3d) shall be placed on the bottom of this vacation request list, in seniority order, for the next four (4) years.

Section 4 Vacation Period – 10 Month Employees

Ten (10) month employees (as defined in Article 12, Section 1) will be deemed to be on vacation during scheduled Christmas and Spring school closures. When the number of days in such school closures, excluding Statutory Holidays, is in excess of ten (10) days, those employees entitled to only ten (10) days vacation will be deemed to be on leave of absence without pay for the excess days. Vacation earned in excess of that used during the scheduled Christmas and Spring closures, except vacation carried over, shall be paid out no later than October 31st of the following school year. Where an employee commences after the normal commencement date and/or terminates prior to the normal date of layoff, the pay for the vacation taken at Christmas and/or Easter will be adjusted on a pro rata basis.

Vacation Carry Over (other than Education Assistants)

Ten (10) month employees may elect to defer up to a maximum of seven (7) vacation days earned in excess of that used during the scheduled Christmas and Spring school closures. Ten (10) month employees who wish to take a part of their annual vacation during the following school year, shall obtain the approval of their immediate supervisor and notify the Human Resources Department before May 31st.

Vacation carried over but unused by June 30th of the following school year, will be paid out at the rate of pay effective in the month of June in the year the vacation was earned.

Vacation Carry Over Applicable to Education Assistants

Notwithstanding Article 17 – Vacation Carry Over, Sec. 4, Education Assistants may elect to defer up to a maximum of two (2) vacation days earned in excess of that used during the scheduled Christmas and Spring school closures. Education Assistants who wish to take a part of their annual vacation during the following school year, shall request in writing their intention to do so and the proposed dates of vacation no later than June 30th. This request shall be submitted to their immediate supervisor and the Human Resources Department. Requested vacation days shall be granted subject to seniority and operational requirements and shall not be unreasonably denied.

Vacation carried over but not used by June 30th of the following school year, will be paid out at the rate of pay effective in the month of June in the year the vacation was earned.

Vacation earned in excess of that used during the scheduled Christmas and Spring school closures, except vacation carried over, shall be paid out no later than October 31st of the following school year.

**ARTICLE 18
STATUTORY HOLIDAYS**

Section 1 Statutory Holidays

Regular employees shall be paid or time off with pay shall be granted for the following Statutory Holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any or all holidays that may be proclaimed by the Federal, Provincial or Municipal Governments. Holidays proclaimed under the Civil Service Acts will also be granted to employees when consideration for such holidays is not already given under the foregoing provisions.

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

Section 2 Statutory Holiday during Annual Vacations

If a Statutory Holiday falls on a regular working day while an employee is on annual vacation, the employee shall receive the Statutory Holiday.

Section 3 Payment for Statutory Holiday

A regular or a temporary employee will be paid for a statutory holiday if:

- a) the employee received wages for the working day preceding or the working day following the holiday; or
- b) the employee earns wages from the Board on ten (10) days in the thirty (30) calendar day period preceding the Statutory Holiday or on ten (10) days in the thirty (30) calendar day period following the Statutory Holiday, providing the employee was not hired subsequent to the Statutory Holiday; or
- c) the Employee is on authorized Leave of Absence without pay of 15 days or less and the statutory holiday falls within the period of the leave.

Section 4 Ten (10) Month Employees

Ten (10) month employees (as defined in Article 12, Section 1, Definition) will be paid for all Statutory Holidays falling within their period of employment, always subject to the provision of Article 18, Section 3 (Payment for Statutory Holidays) above. In addition, they shall be paid for Statutory Holidays falling outside their period of employment, in the event they earn wages from the Board on ten (10) days in the thirty (30) calendar day period preceding the Statutory Holiday or on ten (10) days in the thirty (30) calendar day period following the Statutory Holiday, providing the employee was not hired subsequent to the Statutory Holiday.

ARTICLE 19 EMPLOYEE BENEFITS

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health and group life insurance benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

Once the trust is able to take on that responsibility, the parties agree that they will participate on the following conditions:

1. If there is no penalty clause in the current contract(s) with existing benefits carrier(s)/consultants(s), as soon as possible; or,
2. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000

SCHOOL DISTRICT NO. 38 (RICHMOND) AND CUPE LOCAL 716
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and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.

The Parties further agree to participate in a government funded long term disability plan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

Section 1 Medical and Dental Plans

For purposes of this article and applicable sections “couple” shall include common-law and same-sex spousal relationships.

a) Medical Services Plan

The Board will contribute one hundred (100) percent of the cost of the Medical Services Plan of B. C. for all regular employees.

b) Extended Health Benefits

The Board will contribute one hundred (100) percent of the premiums of the Medical Services Association Extended Health Benefit plan for all regular employees. Coverage under the plan shall include:

- i) hospital co-insurance coverage,
- ii) Medex International (as no cost additional coverage),
- iii) maximum lifetime benefit payable to any one member or dependent shall be unlimited,
- iv) vision care providing a benefit of \$400 per 24 month period, \$550 per 24 month period (effective July 1, 2020),
- v) eye examinations providing a benefit of \$75 per 24 month period,
- vi) medically advised speech therapy (\$400 per year, \$500 per year effective July 1, 2020),
- vii) clinical psychology (\$600 per year, \$850 per year effective July 1, 2020),
- viii) podiatrist/chiropractor (\$400 per year, \$500 per year effective July 1, 2020),
- ix) acupuncture (\$400 per year, \$500 per year effective July 1, 2020),
- x) hearing aids (\$1000 per five (5) years for Adults and per two (2) years for Children),
- xi) physiotherapy (\$750 per year, \$900 per year effective July 1, 2020).
- xii) massage therapy (\$1200 per year),
- xiii) chiropractor (\$400 per year, \$600 per year effective July 1, 2020),
- xiv) naturopath (\$400 per year, \$500 per year effective July 1, 2020),
- xv) orthotics (\$400 per two (2) years for Adults and Children),

- xvi) any other coverage options that may be available at no additional cost.

c) Dental Plan

- i) the Board will contribute one hundred (100) percent of the cost of the Medical Services Association Dental Plan for all regular employees.
- ii) the MSA Dental Plan shall provide coverage as follows:
 - Plan A - 80% of dental costs
 - Plan B - 60% of dental costs
 - Plan C - 50% of dental costs(The maximum lifetime payment under Plan C shall be four thousand (\$4,000) dollars per member, spouse or dependent child.)
- iii) the Dental Plan shall be compulsory for all regular employees, except for those employees who produce evidence of coverage by virtue of their spouse's participation in a similar plan.
- iv) premiums will be based on Single, Couple and Couples with dependents.

Section 2 Retirement Benefits

Upon the retirement of an employee, the Board will continue the coverage and continue to pay its share of premiums for MSP, EHB and the Dental Plan for the month in which the retirement occurred and for one calendar month thereafter.

Section 3 Group Life Insurance

The Board will provide Group Life Insurance coverage, based on three times annual earnings, for all eligible regular employees and will pay 100% of the premiums thereof.

Section 4 Death Benefit

In the event of the death of an employee who has completed the probationary period and has received salary from the Board during any of the preceding three (3) calendar months, the Board shall pay one (1) month's salary/wages to the person named as beneficiary under the employee's Group Life Insurance in addition to any amount earned by the deceased up to the date of death. The Board shall also maintain the benefit plan (Medical, Extended Health and Dental Plans) for the immediate family for a ninety (90) day period following the death of the employee.

Section 5 Sick Leave

- a) Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, **quarantined**, or under examination or treatment of a physician, chiropractor, or dentist or because of an

accident for which compensation is not payable under the Workers' Compensation Act.

- b) Employees will be permitted to accumulate sick leave without restriction from year to year, but may only draw from accumulated sick leave 180 days in any calendar year, i.e. between January 1st and December 31st in any year. Sick leave with pay shall be granted to all regular employees on the basis of one and one half (1 1/2) days per month.
- c) Sick Leave due to Family Illness
Where no one other than the employee can provide for the needs during illness of an immediate member of the employee's family, an employee shall be entitled, after notifying their supervisor, to use a maximum of five accumulated sick leave days per calendar year for this purpose. In special circumstances, further use of accumulated sick leave may be granted for this purpose upon written application to the Human Resources Department, provided that the additional paid sick leave days used does not exceed four days in the employee's first year of service, and one day in the second and subsequent years.
Employees who have more than 75 days of accumulated paid sick leave days in their bank may use the excess of 75 days in addition to the above for this purpose.
- d) The Board shall provide a record to each employee of their accumulated sick leave at the end of each pay period.
- e) Upon the death of an employee, any accumulated sick leave will be paid to the employee's estate in accordance with Section 8 (Termination Pay) below.
- f) Regular employees working less than full time shall receive sick leave benefits in the same proportion that their regular hours are to a regular work day or work week.

(For Extended Unpaid Sick Leave provisions, see Art.20, Sec.3, p.27)

Section 6 Additional Sick Leave

Notwithstanding the foregoing section, the Board may at its own discretion, grant further periods of sick leave for the employee's own use in special circumstances.

Section 7 Medical Certificates

The Board may require a medical certificate as proof of sickness where absence is in excess of three (3) days; the cost of such certificate shall be borne by the Board upon submission of a receipt by an employee.

Section 8 Termination Pay

a) EMPLOYEES PARTICIPATING IN THE B.C. MUNICIPAL SUPERANNUATION SCHEME

- i) Unused accumulated sick leave will be paid on termination other than for cause as follows:
 - More than three (3) but less than five (5) years of service ---- up to twenty (20) days pay.
 - More than five (5) but less than ten (10) years of service ---- up to fifty (50) days pay.
 - More than ten (10) but less than fifteen (15) years of service ---- up to sixty (60) days pay.
 - More than fifteen (15) but less than twenty (20) years of service ---- up to seventy (70) days pay.
 - More than twenty (20) years of service ---- up to eighty (80) days pay.
- ii) Where it is more beneficial, an employee with ten (10) years service or more will be paid fifty (50) percent of accumulated sick leave, but the fifty (50) percent shall not exceed one hundred (100) days.
- iii) One day's pay means the normal daily rate of pay, calculated in accordance with the salary schedules attached to this Agreement, earned at the time of termination.

b) EMPLOYEES NOT PARTICIPATING IN THE B.C. MUNICIPAL SUPERANNUATION SCHEME

After three (3) years of service, unused accumulated sick leave to a maximum of one hundred and twenty (120) working days will be paid on termination other than for cause.

c) ALL EMPLOYEES

- i) When an employee is absent on sick leave for five days or less in any one calendar year January 1st to December 31st, the maximum termination leave entitlement shall be increased in accordance with the following scale:

| No. of Days Absent on Sick Leave | Increase in No. of Days of Max Termination Leave |
|----------------------------------|--|
| 0 or 1 | 4 |
| 2 or 3 | 3 |
| 4 or 5 | 2 |

- ii) When absences in total result in a half (1/2) day or less, the half (1/2) day or less will be ignored; thus two (2) absences of a half (1/2) day

will count as one (1) day, but absences totaling say five and one-half (5 1/2) days will count as five (5) days.

- iii) The Board shall provide to each employee a written statement, not later than February 28th of each year, indicating the total accumulated number of days credited as at January 1st of that year.
- iv) In the event an employee's accumulated sick leave is exhausted as provided under Section 5 (Sick Leave) of this Article, days earned under this Section 8C shall be used to supplement sick leave.

Section 9 WorkSafeBC Cases

When an employee is absent from work and receives a WorkSafeBC (WCB) benefit in respect of the absence, the Board will make up the difference between the amount of the benefit and the employee's full pay, provided that the employee has sufficient sick leave credit. One-quarter (1/4) of a day will be deducted from the employee's accumulated sick leave for each day the employee is absent and receives the benefit. When the employee's accumulated sick leave is exhausted, the employee shall receive the WorkSafeBC benefit only.

Section 10 Employment Insurance

- a) All employees shall be covered by the provisions of the Employment Insurance Act and the Board will contribute its share in accordance with the provisions of the Act.
- b) Provided the Employment Insurance Commission continues to approve a reduction in the Board's EIC premium, the Board agrees to remit the appropriate share of the premium reduction in accordance with the Employment Insurance Regulations to the Union for the benefit of employees.

Section 11 Protective Clothing

The Board will provide and maintain protective clothing for employees and such clothing shall remain the property of the Board and shall be returned to the Board on termination, transfer or promotion.

- a) The Board will provide rainwear and rubber boots for Grounds Service Workers.
- b) Smocks will be available **upon request to any employee working in an industrial education class.**
- c) Coveralls will be available for the use of custodial staff involved in work in crawl spaces or on boilers.

- d) Laboratory coats will be provided for Laboratory Technicians, staff in the District Resource Centre, and Kitchen staff.
- e) The Board shall provide regular Bus Drivers with appropriate uniform jackets and slacks and shall be responsible for cleaning and repairing. Bus Drivers are expected to wear the jackets and slacks whenever they are performing driving duties and to take reasonable care of them.
- f) Smocks will be available, upon request, for the use of Education Assistants who are required to provide personal care (i.e. diapering, toileting, catheterization, etc.) to students.
- g) In the matter of issuing replacement protective clothing, the employee's immediate supervisor shall determine if replacement is warranted on an assessment as to whether the useful life of the article has been depleted.
- h) The Board will provide to each school an adequate accessible supply of disposable gloves and disinfectant.

Section 12 Service Pay

- a) Regular employees shall be entitled to service pay as follows:

After 10 years of service -- \$5.00 per month
 After 15 years of service --\$10.00 per month

Effective July 1, 2023

After 10 years of service -- \$22.50 per month
 After 15 years of service -- \$30 per month
 After 20 years of service -- \$37.50 per month

Effective July 1, 2024

An amount of \$33,060 to be distributed evenly amongst the following:

After 10 years of service -- ____ per month
 After 15 years of service -- ____ per month
 After 20 years of service -- ____ per month

- b) Service pay shall be paid in a lump sum in December each year prior to commencement of Christmas vacation.
- c) Years of service will be calculated as at December 31st of the preceding year.

- d) If an employee retires, resigns, or is terminated other than for cause, before December, the employee will receive service pay at the time of termination based on the number of full calendar months of service in the year of termination.
- e) For the purpose of this Section:
 - i) Employees who normally work for the school year only will be credited with twelve months a year service.
 - ii) Authorized leaves of absence, with or without pay will count as service.
- f) Service pay will only be paid for those months for which the employee received wages, in total or in part.
- g) Employees who, at the time of payment of service pay are working four (4) hours a day or less, shall receive fifty (50) percent of the service pay quoted in (a) above. Employees working on a regular basis more than four (4) hours a day at the time of payment shall receive the full rate of service pay.

Section 13 Other Allowances and Coverage

- a) Skilled **Tradesperson** and Apprentices required to supply their own hand tools shall receive an annual tool allowance of **one-hundred dollars (\$100.00)** commencing January 1st of any year which may be accumulated over a two (2) year period.
- b) Skilled **Tradesperson** and Apprentices, Grounds Service Workers and Machine Operators, Building Service Workers (designated to the summer clean up floor-stripping crew), Computer Technologists (who are required to enter crawl spaces or ceiling recesses), **Pest Control Technician, Audio Video Technologists, and Data Installer** required to supply and maintain their own work-related clothing shall receive an annual clothing allowance of **one hundred and twenty dollars (\$120.00)** commencing January 1st of any year which may be accumulated over a two (2) year period.
- c) The following employees shall receive a safety footwear allowance of **two hundred dollars (\$200.00)** per year effective each January 1, which may be accumulated over a three (3) year period:
 - Grounds Crew (including Labourers)
 - Driver-Delivery
 - Driver-Courier
 - Carpet Cleaner
 - Tradespersons and Apprentices
 - Operations Foreperson

- Building Technologist
 - Stores Personnel
 - Building Service Workers
 - Bus Attendants
 - Bus Drivers
 - Para-Educators and Education Assistants working in woodwork, automotive and metalwork shops and other areas required by WorkSafe regulations.
 - **Pest Control Technician**
 - Computer Technologists, **Audio Video Technician, and Data Installer**
 - **Any other positions which is required to use safety footwear under WorkSafeBC regulations.**
- d) Tradespersons required to provide their own tools in the performance of their duties shall be covered for loss from Board premises by theft. They will be required to:
- i) maintain a current inventory list of tools with the Maintenance Office
 - ii) file a report of theft with the RCMP.
- e) Where a regular employee is required to enter the pool in order for a student to participate in a swimming program, the employee shall be paid a swimsuit allowance of **one hundred and twenty dollars (\$120.00)** per school year.
- f) Education Assistant Practicum Sponsor Premium**

Education Assistants practicum sponsors shall be paid a two dollars (\$2.00) per hour premium for working hours spent sponsoring a practicum student. Where this benefit is incurred, it shall be paid for no less than two (2) hours per day and to a maximum of a regular working day. There is to be no more than 1 fulltime equivalent practicum sponsor per practicum student.

g) Transportation Split Shift Premium

Effective July 1, 2024, for employees in the Transportation Department working a split shift where there is a break three (3) hours or greater, all hours worked for that day shall be paid a one dollar (\$1.00) per hour split shift premium. This does not apply to overtime hours.

Section 14 Metric Conversion

Any metric tools required by the Board will be financed by the Board; the Board shall have the right to determine the metric tool requirements for its employees.

Section 15 Employee and Family Assistance Program/ Union Health and Wellness Program

Employee and Family Assistance Program

- a)
 - i) The Board and the Union shall enter into a new Employee and Family Assistance Plan. The parties have also agreed to use the service provider to provide this benefit. The Board shall pay 90% and employee shall pay 10% of the actual experience rated premium, per month. The Union will determine if the employee or the Union will pay the employees' share of the premium.
 - ii) The parties further agree that either party may opt out of this program by giving two months' notice prior to the expiry of the contract between the Board and the service provider.
- b) The parties shall form a committee of three persons from each side to oversee and administer the Employee Assistance Plan provided by the service provider.
- c) The Union Health and Wellness Program will continue to operate and will also perform a referral function for the Employee and Family Assistance service provider.

Union Health and Wellness Program - Terms of Reference

- a) The Board of Education recognizes, supports and encourages the Union in the establishment and operation of the Union Health and Wellness Program. In this regard the Board undertakes to:
 - i) grant, in emergency circumstances, upon receiving permission from the supervisor in each specific case, time off without loss of pay to a Union Representative for the purpose of assisting an employee. It is understood that confidentiality will be maintained.
 - ii) grant, in emergency circumstances or when shifts conflict, and upon receiving permission from the supervisor in each specific case, time off without loss of pay to an employee to meet with a Union Representative. The Union Representative shall exercise discretion so that disruption to the work schedule is minimized
 - iii) grant leave of absence without pay or grant sick leave, or, in special circumstances, leave of absence with pay to an employee who applies

- for such leave and/or requires some form of rehabilitative treatment. Applications shall be submitted in writing to Human Resources.
 - iv) grant time off without loss of pay for up to three (3) Union Health and Wellness Committee members to attend one half-day monthly meeting, and for up to two (2) Committee members to attend seminars or conferences approved by the Union and the employer.
 - v) establish and administer a budget in the amount of \$2,000 annually to be used in such areas as: guest speakers, Pro D workshops, or seminars.
- b) In order to monitor the success of the Program, the Union Health and Wellness Committee shall periodically submit activity reports to the Board regarding number and type of programs.

The Union Executive will appoint up to three (3) representatives to the Union Health and Wellness Committee.

ARTICLE 20 LEAVE OF ABSENCE

Section 1 Absence from Duty for Union Officials

- a) Where an employee is elected or selected for a part-time/full time position with C.U.P.E., Local 716, or is a delegate to conventions, affiliate functions, seminars, workshops and so forth, the employer may grant leave of absence for a period of up to one (1) year, without loss of seniority, provided that the absence of the employee does not interfere with the operation of the School Board. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.

During the term of office, or with respect to any leave of absence granted without pay under this Section 1(a) that has been requested by the Union, such employee shall receive the pay and benefits as provided in the current agreement on the understanding that the Union will reimburse the Board for all pay and benefits during the period of absence. Such an employee may request a further leave of absence prior to the expiry of any such leave of absence.

It is understood that such an employee will give sufficient notice to the Board prior to returning to the service of the Board.

- b) The Board agrees that any employee who might be elected or appointed to a part-time or full time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour or one of its

Councils, or the Canadian Labour Congress, may be granted leaves of absence without pay, without loss of seniority for a period of up to one year. Such leave shall be renewed each year on request, during the term of office. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Board.

Section 2 Union Business

- a) Upon receiving permission from the Department Head in each specific case, an officer or official representative of the Union shall be granted time off with pay to attend meetings with the Board or the Board's representatives.
- b) Union delegates attending to business affecting the Union Local shall be granted time off with pay by the Superintendent of Schools.
- c) Each year, three Union delegates to the Canadian Union of Public Employees' Provincial Convention shall each be granted two (2) days leave of absence with pay by the Superintendent of Schools.

Section 3 Extended Unpaid Sick Leave

When an employee is absent on extended unpaid sick leave:

- a) The Board will continue payment of premiums for medical and dental benefits for the first twenty-four (24) months of absence. Following twenty-four (24) months of absence the employee shall have the option, subject to the plan carrier's requirements, to maintain coverage at their own expense if they so desire.
- b) Only the first six months of such absence during any school year will be countable when calculating vacation benefit for the year and for determining the number of years service for vacation pay.
- c) Only the first six months of such absence during a calendar year pursuant to Article 19, Section 12 (Service Pay) will be countable for determining the number of years service for service pay and termination benefits.
- d) For the purposes of subsections (b) and (c) above, a part month of less than eleven (11) working days of absence will be ignored, but a part month absence of twelve (12) or more working days will count as one month.
- e) An employee in receipt of WorkSafeBC payments who exhausts their sick leave provisions will be considered under this Section 3 except that the employee will be required to reimburse the Board for Medical and Dental

premiums. If for any reason an employee's WorkSafeBC payments are suspended, the employee shall be considered under (a) above.

Section 4 Extended Sick Leave

An employee on extended sick leave will hold their position for a maximum of one year. An employee who returns after one year shall be deemed to be a regular unassigned employee in their former classification with no loss of pay or benefits. This section does not apply to employees on WorkSafeBC leave.

Section 5 Maternity, Parental Leave and Extended Parental Leave

Employees shall be entitled to Maternity and Parental Leave, without pay in accordance with the provisions of the Employment Standards Act, as follows:

- a) Maternity Leave
 - i) A pregnant employee shall be entitled to up to 17 consecutive weeks, beginning:
 - no later than 13 weeks before the expected birth date, and
 - no later than the actual birth date, and ending:
 - no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
 - no later than 17 weeks after the actual birth date.
 - ii) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
 - iii) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave, if for reasons related to the birth or termination of the pregnancy, they are unable to return to work when their leave ends under subsection i) or ii).
- b) Parental Leave
 - i) A birth mother who takes Maternity leave shall be entitled to up to 61 consecutive weeks of unpaid leave beginning immediately after the maternity leave.
 - ii) A birth mother who does not take Maternity leave shall be entitled to up to 62 consecutive weeks of unpaid leave commencing within 78 weeks of the child's birth.
 - iii) A birth father/spouse (spouse does not apply to a birth mother) shall be entitled to up to 62 consecutive weeks of unpaid leave commencing within 78 weeks of the child's birth.
- c) Extended Parental Leave

Immediately following the above leaves, employees shall also be entitled to Extended Parental Leave without pay for not more than an additional 26 weeks.

- d) Notice requirements and commencement of leave.
The following conditions apply:
 - i) The employee should make an application to the Human Resources Department no later than four (4) weeks prior to the anticipated commencement of leave
 - ii) The employee may be required to furnish a medical certificate indicating the expected date of delivery, or documentation of the expected date the child will come into care
 - iii) The employee will be required to provide the Board with the anticipated date of return to work
 - iv) For situations other than maternity, the leave must be taken within 52 weeks of the birth of the child, or of coming into care of the child.

- e) Return to Work
The employee will contact the Human Resources Department no later than four (4) weeks before the anticipated expiry of the Maternity or Parental Leave to confirm the date of return to work. If the employee does not contact the Board to confirm these arrangements the Board will make reasonable efforts to contact the employee, which will include sending a registered letter. If there is no response from the employee, the employee shall be considered to have permanently separated from employment.

- f) Job Protection
 - i) An employee who applies for and is granted Maternity/Parental Leave for a period not exceeding 78 weeks shall be reinstated in the position previously occupied by the employee.
 - ii) Vacancies resulting from Maternity/Parental Leaves not exceeding 78 weeks shall be posted as a temporary assignment for the duration of the leave and that the successful applicant shall return to the position held before obtaining the temporary assignment. Any posting issued to cover such situations shall contain an appropriate informational comment. An employee who is granted Maternity, Parental and Extended Parental Leave in excess of 78 weeks shall be reinstated in a comparable position in the same pay grade upon returning to work.

- g) Adoption Leave/Legal Guardianship
In cases of child adoption, employees shall be entitled to leave of absence without pay on the same basis as provided under the Maternity and Parental Leave provisions above. In addition, up to two (2) working days leave with pay and up to a further four (4) weeks leave without pay will be granted to either parent or both (if both are employees of the Board) for mandatory interviews or traveling time to receive the child in the case of adoption or legal guardianship.

h) Leave Upon Birth of a Child

A spouse shall be granted up to (2) working days leave with pay upon the birth of their child. The above shall not apply to the birth mother.

i) Employee Benefits

The services of an employee who is absent from work in accordance with Maternity and Parental Leave shall be considered continuous for the purpose of any medical or other plan beneficial to the employee and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- i) the Board pays the total cost of the plan or
- ii) the employee elects to continue to pay the employee's share of the cost of a plan that is paid for jointly by the employer and the employee.

An employee on Extended Parental Leave under this Article, may maintain benefit coverage by making arrangements with the appropriate department in advance of the leave and by the employee paying the full share of the benefit premiums for the period of leave.

j) Sick Leave

An employee on Maternity and Parental Leave shall not be entitled to use Sick Leave for an incapacity and disability arising from a normal delivery and subsequent convalescence.

Subject to the stipulation above, an employee on Maternity and Parental Leave who has notified the Human Resources Department of their intention to return to work pursuant to paragraph e) and who subsequently suffers any incapacitating illness which prevents the employee from returning to work at the time intended, whether or not such illness is related to the pregnancy, shall be entitled to paid Sick Leave benefits commencing on the first working day on which the employee would otherwise have returned to work, provided that the employee has sufficient Sick Leave credits, and provided that the employee produces to the Human Resources Department a Disability Certificate duly completed by the attending physician

k) In the event that the Maternity and Parental Leave granted and /or Sick

Leave above exceeds 78 weeks the following will apply:

Upon return to work, paragraph f) ii) above will apply.

The requirements of Article 5, Section 1 and 3 with respect to temporary employees and temporary positions will not apply except that a temporary employee will be entitled to the welfare benefits of the Collective Agreement upon completion of fifty-two (52) weeks of employment.

Seniority shall be adjusted in accordance with Article 21, Section 5 (Calculation of Seniority).

I) Supplemental Unemployment Benefits on Maternity Leave:

- a) When a pregnant employee takes maternity leave to which they are entitled pursuant to Employment Standards Act, the Board shall pay the employee:**
 - i) 95% of their current salary for the first two weeks of the leave;**
 - ii) And, when the employee is eligible to receive EI maternity benefits the difference between 70% of their current salary and the amount of EI maternity benefits received by the employee for a further 15 weeks.**

- b) The Board agrees to enter into a Supplementary Employment Benefit (SUB) plan agreement required by the Unemployment Insurance Act in respect of such maternity payment.**

Section 6 Travel Leave

- a) The Board may grant extended leave of absence without pay to regular employees for the purpose of travel upon written request to Superintendent of Schools or designate.

- b) Requests for extended leave pursuant to this Article shall not be considered from employees who have not completed three (3) years of service in the Richmond School District.

- c) Employees granted extended leave pursuant to this Article, shall not be granted further leave of absence of such a kind until an additional three (3) years of service has been completed.

- d) Requests for travel leave pursuant to this Article shall be considered in the order in which they are received by the Board. Requests, in most cases, must be made in writing not later than eight (8) weeks prior to the anticipated commencement of the leave.

- e) Extended leave granted under this Article or combined with other extended leave shall not exceed a total period of twenty-four (24) months.

- f) An employee returning from travel leave shall inform the Board in writing of their intention to return to work no later than eight (8) weeks prior to their anticipated return.

Section 7 General, Travel and Education Leaves

Where an employee is granted extended leave of absence without pay for more than one month other than for reasons in Section 1 (Absence from Duty for Union Officials) and Section 3 (Extended Unpaid Sick Leave) above:

- a) The Board will continue payment of premiums for Group Life Insurance, Medical and Dental benefits, on the understanding that the employee will reimburse the Board for the total premiums so paid for the whole period of absence.
- b) Only the first two months of such absence during any school year will be countable when calculating vacation benefits for the year and for determining the number of years service for vacation pay.
- c) Only the first two months of such absence during a calendar year will be countable for determining the number of years service for service pay and termination benefits.
- d) For the purpose of subsection (b) and (c) above, a part month absence of eleven (11) or less working days will be ignored, but a part month absence of twelve (12) or more working days will count as one month.
- e) Where an employee is granted leave of absence without pay for a period of four weeks or less, the Board will continue payment of premiums for dental and medical, but the employee will be deducted their share of the premiums. Such absence will not affect calculation of service for benefits.
- f) In the event that an employee is granted extended leave of absence without pay in excess of two (2) months, the requirements of Article 5, Sections 1 and 3 with respect to temporary employees and temporary positions, will not apply except that a temporary employee will be entitled to the welfare benefits of the Collective Agreement upon completion of 6 months employment.
- g) An employee who is granted leave of absence without pay for less than six (6) months shall be reinstated in the position previously occupied by the employee.
- h) An employee who is granted leave of absence without pay in excess of six (6) months shall be reinstated in a position in the same classification and with equivalent hours.

Section 8 Court Duty

Employees who are required by law to serve as Jurors or witnesses in any court shall be granted leave of absence without loss of pay, providing the

employee deposits with the Board any monies received, other than expenses.

Employees called for such service shall provide the Board with a copy of the summons/subpoena, or such documents as are available, and shall, as soon as possible, but within five (5) working days, notify their immediate supervisor of the requirement to serve, and if known, the duration of any such absence, by any means available.

Section 9 Bereavement Leave

Employees shall be granted up to five (5) consecutive working days without loss of pay in the event of a death in the immediate family. Bereavement leave must begin no later than the next working day immediately after the date of passing. "Immediate family" shall be defined as: father, step-father, mother, step-mother, husband, wife, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, common law spouse, sister-in-law, brother-in-law or any other person living in the employee's household. On written application to the Human Resources Department, consideration will be given to other bereavement situations not included in the above definition of immediate family.

Employees may also be granted one-half day's leave without loss of pay to attend the funeral of a person outside the immediate family. Upon application, this leave may be extended to a maximum of one (1) day with pay for reasons of travel, schedule or other extenuating circumstances. Such leave will not be unreasonably denied.

Section 10 Family Emergency Leave

In the event of critical illness or hospitalization of an immediate family member, an employee shall be granted up to two (2) days leave with pay per calendar year. A letter of verification from the attending physician may be requested in support of such leave.

Section 11 Religious Leave

Employees shall be entitled to take up to five (5) days leave without pay per calendar year for religious purposes. It is understood that the reason for the leave must be reported to the employer at the time of requesting the leave. Such leave will not be unreasonably denied.

Section 12 Canadian Citizenship

Employees shall be granted leave of absence without loss of pay for the day on which the employee attends the official proceedings for Canadian citizenship.

Section 13 Amateur Competitions

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

Section 14 Public Office

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

Section 15 Community Service/Charitable Organizations

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

Section 16 Cultural Leave Days

- 1. Indigenous employees are entitled to up to two days leave with pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.**
- 2. A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.**

Section 17 Written Request

All leaves of absence, except for Article 20, Section 2 (a) (Union Business) must be requested in writing to the Superintendent of Schools or designate. The employee shall advise the immediate supervisor of the leave request in advance of the leave, except in emergency circumstances.

ARTICLE 21
PROMOTIONS, DEMOTIONS, RE-CLASSIFICATIONS & LAYOFFS

Section 1 Definitions

- a) Promotion shall be defined as the movement of an employee to a position involving increased responsibilities and duties, or to a position with increased hours of work, or to a position with a higher rate of pay.
- b) Demotion shall be defined as the movement of an employee to a position involving reduced responsibilities and duties, where there is a reduction in the hours of work or where there is a reduction in the rate of pay. Demotions shall not be used as a disciplinary measure.
- c) Transfer shall be defined as a lateral movement of an employee from one position to another which involves similar responsibilities and duties or is within the same classification and with the same number of hours of work.
- d) Layoff shall be defined as a reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement.
- e) In the event adjustments in staffing resulting from the application of Board Regulations are required, every effort shall be made to ensure that an employee's hours are maintained through reassignment. However, if an employee's hours cannot be maintained, the affected employee shall be deemed to have been laid off.

If, as the result of a school closure, employees cannot be placed in similar positions, then those employees shall be deemed to be laid off.

- f) For the purpose of promotion, transfer, layoff, recall and termination of service, if two or more employees have the same seniority date, then the dates of the employees' letters of appointment to the regular staff, may be used for the purpose of breaking any deadlock.

Section 2 Bulletins

- a) Where vacancies are created through promotions, resignations, retirements or dismissals and when new positions are created, notice thereof will be posted electronically and in the Administration Offices, Maintenance Shop, and staff rooms (or equivalent) of each school. A copy of every bulletin will be forwarded to the Secretary of the Union within seven (7) days. The closing date of bulletins will be a minimum of seven (7) calendar days after posting, with the exception of bulletins closing during the summer months, which will be posted for a minimum of fourteen (14) calendar days.

It is agreed and understood that an increase of two (2) days or more in a part-time position constitutes a major change and creates a new position. An increase of less than two (2) days is a minor change and does not constitute a new position. A copy of each bulletin will be mailed to each laid off employee whose name is on the recall list.

- b) Such posting and notice shall contain the following information: Nature of position, required ability, hours of work, location, anticipated commencement date and wage rate or salary range.
- c) The Secretary of the Union and the appropriate Shop Steward are to be advised of the name(s) of the successful applicant(s) within fifteen (15) working days following the closing date for receipt of applications.
- d) All unsuccessful applicants may protest in writing to the Human Resources Department within seven (7) working days of being notified the position was filled.

Section 3 Secondary Seniority

Casual employees shall accumulate seniority within the casual employee ranks. This seniority will only be used when comparing one (1) casual employee to another casual employee when applying for a position within the Board and, with effect from date of award for shift assignment. Casual employees shall have the right to apply for posted regular and temporary positions. A casual employee who is successful in obtaining a permanent position shall have their accumulated seniority credited retroactively once the employee has passed a probationary period in a permanent position.

- a) Effective June 13, 2001 casual employees shall gain bidding rights upon completion of sixty (60) shifts in any six month period. For the initial implementation of this clause, the total number of shifts worked since December 1, 2000 will be used. Effective the date of ratification of the 2019-2022 Collective Agreement, it is understood that secondary seniority shall not be interrupted by the Summer Break.
- b) Upon attaining bidding rights, casual employees shall be able to use their seniority in applying for posted positions. Such seniority may be used after regular employees have been considered and before non-senior and outside applicants. Seniority will be the determining factor between relatively equal applicants for the purpose of this clause only.
- c) Casual employees who have not attained bidding rights may apply for posted positions and will be considered as outside applicants.

- d) Casual employees who have attained secondary seniority/bidding rights shall be called for casual assignments for which they are qualified in order of their secondary seniority.
- e) Secondary seniority shall be lost in the event the employee:
 - Fails to respond to eight (8) call-ins or call-outs within a twelve (12) month period.
 - The employee is terminated and not reinstated.
 - The employee terminates employment with the Board.
- f) It is understood that an employee who is unavailable for assignment shall notify the Board in advance in writing except in cases of emergency. Failure to do so will result in the employee being charged with a single refusal.
- g) A list showing the secondary seniority of each casual employee by the number of shifts completed will be sent to the Union and posted as at June 22, 2001. This list will be used for job posting and shift assignment until the next update.
- h) An up-to-date list showing the number of shifts completed for each employee shall be sent to the Union and posted at each worksite in October and April of each year. This list will be used for job posting and shift assignment until the next update.

A casual employee who has acquired secondary seniority and is unavailable for work by virtue of a WorkSafeBC compensable injury in the employ of the school district shall have any shifts missed due to that injury/claim credited towards their shift count accumulation.

- i) The six month period for acquiring secondary seniority shall be extended for the duration of the injury for a casual employee who has not acquired secondary seniority and who is unavailable for work by virtue of a WorkSafeBC compensable injury in the employ of the school district. Any credited shifts shall be retained toward the calculation of secondary seniority.

Section 4 Definition of Seniority

Seniority is defined as the length of service in the bargaining unit.

Section 5 Calculation of Seniority

- a) When an employee is appointed to the regular staff, the date of commencement of the probationary period shall be the employee's seniority date, adjusted as necessary in accordance with the following conditions:

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- i) A casual employee who has attained secondary seniority and is successful in obtaining a permanent position shall have their accumulated seniority credited retroactively once the employee has passed a probationary period in a permanent position.
 - ii) Period(s) of service prior to temporary layoff (as defined in Article 21, Section 11 (Recall Procedure)) will be allowed.
 - iii) Service is to be interpreted as full time employment.
 - iv) Overtime will not count as service for seniority.
 - v) When an employee is absent on an extended period of unpaid sick leave, the first twelve (12) months of the period will count towards seniority, but any absence over twelve (12) months will not be counted.
 - vi) When an employee is absent on an accepted LTD or WorkSafeBC (WCB) claim, up to twenty-four (24) months of the period of absence will count towards seniority, but any absence over twenty-four (24) months will not be counted.
 - vii) When an employee is absent on an extended period of leave of absence without pay other than unpaid sick leave, the first six (6) months of the period will count towards seniority, but any absence over six (6) months will not be counted.
- b) Contract work will not count as service for seniority.
- c) Employees who resign their positions shall lose all seniority on termination.
- d) This method of computing service with the Board shall be used only for seniority purposes. It is not to be used for the purpose of calculating benefits contained in the Agreement.
- e) Employees who work in the bargaining unit and accept or are promoted to positions excluded from the Union's certificate of bargaining authority and employees who have held during their employment with the Board, no other than excluded positions, who may return or obtain a position within the jurisdiction of the bargaining unit, shall have their total years of seniority with the Board applied only to benefits which are determined by seniority/length of service.
- For the purpose of promotion, transfer, layoff and recall, only that seniority accrued while working in the Union certificate of bargaining authority shall be applicable.
- f) A seniority list will be issued within 30 days of March 31st each year and shall be deemed to be correct for that year unless an objection is

received from any employee concerned within thirty (30) days after the said list has been issued.

Section 6 Seniority

In making promotions, demotions, transfers and layoffs, the required knowledge, ability and skills for the position shall be the primary consideration.

When two (2) or more applicants are capable of fulfilling the duties of the position, seniority or years of continuous service with the Board shall be the determining factor. In all instances, present qualified employees shall be given preference.

Selection shall be made at the discretion of the School Board but employees retain the right to appeal under the grievance procedure contained in this Agreement.

Section 7 Application of Section 6 above

- a) In the matter of promotions, the employee must be an applicant for the vacant position and must furnish with the application satisfactory evidence of qualifications for the position.
- b) In cases of promotion or demotion requiring different qualifications or certification, the employer shall give consideration to employees who do not possess the required formal qualifications, but are preparing for qualifications prior to filling a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time, as mutually agreed between the parties to the Agreement, and to revert to their former positions if the required qualifications are not met within such time.
Extensions may be considered due to extenuating circumstances and agreement of the Parties.

Section 8 Job Security

- a) Both parties recognize that job security shall increase in proportion to length of service. In the event of a layoff, the Board shall notify incumbent employees and the Union when their position shall be subject to layoff. Employees so notified can then exercise their seniority rights to bump other employees with less seniority. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified, in accordance with Article 21, Section 6 (Seniority), to perform the duties of the position held by the less senior employee.

A laid off employee retaining recall rights shall be called in order of seniority for casual/substitute work provided the employee is qualified in

accordance with Article 21, Section 6 (Seniority). Accordingly, at the time of layoff, an employee shall indicate in writing those areas in which the employee is qualified and wishes to be considered for casual/substitute work. An employee may change those areas in which they wish to be considered for casual/substitute work in the event that they are qualified.

- b) It is not the intent of these layoff and recall procedures that regular 10 month employees are allowed to bump other employees during normal school closures.
- c) The bumping procedure shall be undertaken in such a way that an orderly process is ensured.
- d) It is mutually agreed that the movement of employees under this procedure shall be accomplished without reference to the posting procedure contained in Article 21, Section 2. However, normal vacancies that may occur due to attrition or job creation shall be posted.
- e) If, as the result of a layoff, an employee wishes to exercise seniority to move to a position which the employee has not previously held and served the required probationary or trial period, the employee shall furnish proof of qualifications acceptable to the Board as provided under Section 7 a) of this Article and shall be required to serve a three (3) month trial period as provided under Section 12 a) of this Article.
- f) Grievances concerning layoffs and recall shall be initiated at Step 2 of the Grievance Procedure.
- g) Volunteers will not be scheduled to perform work normally carried out by regular union staff. Other employee groups will not perform work normally carried out by regular union staff. The use of volunteers shall not result in:
 - i) layoff of employees as defined in Article 21, Section 1 d);
 - ii) failure to recall laid-off employees who retain recall rights;
 - iii) failure to call a substitute or casual employee for an assignment.

Section 9 Contracting Out

Contracting out shall not result in the layoff or reduction in hours of regular employees or the failure to recall available laid off employees retaining recall rights who possess the required knowledge, ability and skills necessary to perform the work.

In order to ensure the employment security of members of the bargaining unit, the Board agrees that it will not expand the contracting out of services or

work currently performed by members of the bargaining unit, unless mutually agreed to by the parties.

Further, the Board will endeavour to assign new, as yet unforeseen, work into the bargaining unit.

If after discussions the Union still objects and the Board decides to implement the proposed change or to contract out the new work, it shall provide the Union with written reasons. The Union shall have the right to seek a resolve through S.54 of the BC Labour Relations Code.

The Board will take all reasonable steps to ensure that participating contractors pay wages in accordance with current wages in the District in accordance with the School Act.

Section 10 Severance Pay

Regular employees laid off by the Board shall be eligible to receive severance pay, based on length of service, as follows:

| | |
|---|--|
| Less than 1 year service: | no severance pay |
| 1 or more years but less than 2 years service: salary for each year of service | .8% of annual |
| 2 or more years service but less than 5 years service: salary for each year of service | 1.6% of annual |
| 5 or more years service: | 3.2% of annual salary for each year of service to a max. of 6 mo. salary |

At any time up to sixty (60) days following the date of layoff, a laid off regular employee shall elect in writing either to receive severance pay or to be placed on a recall list for a period of up to one (1) year from the date of layoff. An employee who elects to receive severance pay shall forfeit all seniority rights and rights of recall.

For the purpose of this section, the following shall apply:

- Service shall be defined as the length of an employee's service in years and completed months, dating from the employee's seniority date to the date of layoff.
- Annual salary on which severance pay is based shall be based on the employee's number of scheduled work and paid days, prorated for part-

time employment, in the 365 day period immediately preceding the date of layoff and the employee's rate of pay at the time of layoff.

Section 11 Recall Procedure

- a) In the event of a layoff not exceeding a period of one year, the Board agrees to recall, after the completion of the posting procedure contained in Article 21, Section 2, employees affected by such layoffs in order of their seniority provided they have suitable qualifications. New employees shall not be hired until those laid off have been given an opportunity of recall.
- b) Where a temporarily laid off employee is subsequently re-employed, the employee shall be credited with previous service for the purpose of determining length of service for vacations and other benefits based on length of service.
- c) A laid off employee who elects to be placed on the recall list and who works in casual, substitute or temporary assignments, shall have that period of recall extended by an equivalent number of working days.

Section 12 Trial Period

- a) All promotions and reassignments involving a change in classification shall be made subject to the successful completion of a three month trial period. If after the three (3) month trial period in a position it is proven that the employee is incapable of fulfilling the duties of the new position, the employee shall revert to their former position.
- b) Employees shall be paid at the current rate for the position occupied after promotion or demotion.
- c) In the matter of Board initiated demotions, temporary or otherwise, the employee shall receive the rate of pay for the lower rated position to which the employee is transferred effective from the sixth (6th) working day in which the position has been occupied. In the event an employee is promoted to a higher rated position, such employee shall receive the rate of pay for the higher rated position with immediate effect.

Section 13 Promotion During Probation

Employees promoted during their probation period shall:

- i) serve the probation period as provided in Article 5, Section 1 g) and;
- ii) serve the trial period as provided in Article 21, Section 12 a) from the date of promotion.

Section 14 Job Descriptions and Reclassifications

- a) Job Descriptions shall be an addendum to this Agreement.

- b) Procedures concerning the creation of new classifications and reclassifications shall be set out in the Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement appended to this Agreement.

Section 15 Transfers

- a) An employee will not normally be eligible to apply for a transfer until the completion of the probationary period or trial period.
- b) Notwithstanding the foregoing, an employee may request and receive a transfer at any time, subject to the approval of the Board.
- c) The Board may initiate transfers at any time for sufficient reason. An employee will not normally be transferred more than once in a school year.
 - i) The Board will provide the employee, the Union Secretary and the appropriate shop steward with prior written notice of such transfers.
 - ii) An employee who disputes the transfer can take the matter up under Step 2 of the grievance procedure.
- d) Notwithstanding a), b) and c) above, the Board will consider all transfer requests initiated by the Union Executive.
- e) an employee may apply for promotion at any time.

Section 16 Position Schedule Change - 10 Month or 12 Month

The Board shall give the Union and any employee(s) to be affected 90 days' advance notice whenever it is proposed to change the schedule of a position from a 12 month basis to a 10 month basis or vice versa. In such cases, the incumbent shall have the choice of:

- i) remaining in the position on the new schedule, or
- ii) applying seniority to transfer to a comparable position at the same pay grade at the employee's existing working schedule.

If a comparable position is not available the transfer may be delayed for up to twelve months. At this time an employee whose position is being changed from a twelve (12) month schedule to a ten (10) month schedule shall have the option of accepting the ten (10) month schedule or to be treated as having been laid off. Where the incumbent chooses alternative ii) the position shall be posted in accordance with Article 21, Section 2 (Bulletins).

**ARTICLE 22
EMPLOYMENT, TERMINATION OF SERVICE, DISMISSAL
AND TEMPORARY LAYOFFS**

Section 1 Amount of Notice on Termination of Service or Resignation

- a) Subject to Section 2 below, if the Board desires to terminate the engagement of a regular employee, the Board shall give one (1) months' notice or one (1) month's pay in lieu of notice. In the case of an employee who has attained regular status as a result of replacing an ill employee or an employee on a WorkSafeBC claim, and where the notice of termination is as a result of the ill or injured employee returning to work the notice shall be ten (10) working days or ten (10) day's pay in lieu of such notice.
- b) Probationary and regular employees are required to give two (2) weeks notice of resignation on the understanding that, at the Board's discretion, a shorter period of notice may be accepted.
- c) An employee, having given notice of resignation in accordance with this Section, may withdraw such notice in writing within five (5) working days.

Section 2 Definition of Termination of Service

Termination of service is considered to be a severance of the employee's association and/or employment with the Board, voluntarily or involuntarily, permanently or temporarily, in all instances; except leave of absence as requested and approved.

Section 3 New Employees on Probation

Where it does not appear that a probationary employee is likely to reach the required level of competence or performance, the employee may be released upon one week's notice.

It is understood that such terminations may be processed through the Grievance Procedure.

Section 4 Disciplinary Action/Adverse Report

- a) Where an employee is under investigation by the employer for any cause, the employee and the Union shall be advised in writing of that fact and of the allegations unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event the employee shall be notified at the earliest reasonable time and before any action is taken by the employer. The employer shall conduct any investigation or interview without undue delay. The employee shall be accompanied by a representative designated by the Union at any meeting or interview in connection with such an investigation.

- b) Where disciplinary action is to take place, the employee will be so advised and shall be accompanied by a representative designated by the Union.
- c) Whenever the conduct or the work standards of an employee is of such a nature to warrant disciplinary action, or a warning of disciplinary action or an adverse report, the Board shall notify the employee of its dissatisfaction in writing, with copies to the Secretary of the Union and the appropriate Shop Steward. The employee shall have the right to request a meeting with their immediate supervisor and shop steward to discuss the Board's dissatisfaction. The employee's written reply, if any, shall become part of the employee's record.
- d) In cases of discipline and discharge, the burden of proof of just cause shall rest with the Board.
- e) In the event that an employee is proven to have been wrongfully dismissed or suspended the employee shall be reimbursed by the payment of the wages or salary plus all benefits the employee would have otherwise received but for the wrongful dismissal or suspension.
- f) Any record of reprimand or warning will be maintained on the employee's file for a period of thirty (30) months after which it will be destroyed.

Section 5 Summer Layoff, 10 Month Employees

In the event of temporary work assignments becoming available during the summer months when school is not in session; the Board agrees to offer employment to 10 month employees on temporary layoff in accordance with Article 21, Section 6 (Seniority). Employees interested in undertaking such work assignments shall advise the Human Resources Department, in writing, by June 15 of each year of their interest in accepting such assignments and indicating their preference, if any, for full time or part time assignments. The Board agrees that a reasonable effort will be made to contact qualified employees, whose names have been submitted, on the basis of seniority as such assignments arise.

Section 6 Retirement

Retirement of employees shall be in conformity with the B. C. Municipal Superannuation Act.

Section 7 Access to Personnel File

An employee shall have the right upon written request and at a time convenient to the Human Resources Department to have access to and review the employee's 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.

Section 8 Declining Enrollment

In the event that declining enrollment is envisaged, the Board agrees to establish a committee comprising Management and Union members to determine how continuing employment can best be arranged.

ARTICLE 23 GENERAL PROVISIONS

Section 1 Business Agent

The Business Representative of the Union shall have access to the school premises to attend to all business of the Union, provided they first make necessary arrangements with the Principal or Head Teacher of the school, or with the Superintendent of Schools, if the Administration Building is involved.

Section 2 Travel Allowance

Where authorized to use their private automobiles on School Board business, employees will be reimbursed as follows:

a) Less than 8 kilometres per day:
46 cents per kilometre plus \$2.00 per day

8 kilometres or more per day:
61 cents per kilometre

b) Accident Reimbursement

The Board agrees to reimburse an employee who is authorized to use their own vehicle for Board business and whose vehicle is rated for pleasure use, or driving to work, for any premium increase assessed by the ICBC or any other vehicle insurance carrier as the result of an accident during such business use, provided that the driving of the employee does not constitute:

- i) gross negligence, or
- ii) a breach of the employee's insurance coverage.

c) Vandalism to Employees' Vehicles

Employees covered by this Agreement shall be reimbursed up to three hundred dollars (\$300) of the deductible on the employee's insurance for vandalism or hit and run damage to their vehicles which may occur at the workplace or at a school function at another location.

The Board will also reimburse up to three hundred dollars (\$300) of their deductible in cases of vehicle accidents while using the vehicle on Board

authorized business. Proof of insurance and original receipts are required.

d) **Business Car Insurance**

The Board will pay employees who are required to use their personal vehicles on Board business the difference in insurance premium cost between coverage for "To and From Work" and "Business" coverage where such employees are not covered by the Board's business insurance coverage and where there is an increased cost to the employee.

Section 3 Physical Examination

- a) Where the Board requires an employee to undergo an examination under Section 92 of the School Act, the process shall be as follows:
 - i) the employee and the Union shall be advised in writing that the examination is required pursuant to that section, and of the possible consequences of the examination as set out in the Act;
 - ii) the medical practitioner shall be agreed to by the Union, the employee and the Board on the recommendation of the school medical officer pursuant to Section 92 of the School Act. In case of failure to agree, the medical practitioner shall be appointed by the Dean of the Faculty of Medicine at UBC.
 - iii) the employee shall receive a copy of the certificate as well as copies of any report or other information that is received by the Board.

- b) The Board will reimburse regular bus drivers an amount in accordance with the B.C. Medical Association Schedule of Fees for medical examinations as well as the associated processing fee required for employees to renew their class 2 with air brake endorsement licenses.

Section 4 Deleted

Section 5 Technological Change

- a) In this Article, "technological change" shall mean:
 - i) the introduction by the Board into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Board, or
 - ii) change in the manner, method or procedure in which the Board carries on its work, undertaking or business that is related to the introduction of that equipment or material, or
 - iii) the introduction of a measure, policy, practice or change that effects the terms, conditions or security of employment of a number of regular employees.

- b) The Board will give to the Union in writing at least ninety (90) days notice of any intended technological change that:-
 - i) affects the terms and conditions, or security, of employment of a number of regular employees to whom this Agreement applies; or
 - ii) alters the basis upon which this Agreement was negotiated.
- c) In the event that the employer should introduce a technological change which require new or greater skills than are possessed by the current incumbents, the affected employees shall at the expense of the employer, be given a period of time not to exceed six (6) months (or such longer period as may be agreed to by the Board and the Union) during which to acquire the skills necessary for the new methods of operation. Where a different rate is established for the job, the new rate shall become effective upon completion of the training period.
- d) Any disputes arising in relation to adjustment to technological change shall be discussed between the representatives of the two parties to this Agreement, without stoppage of work.
- e) If any disputes cannot be settled by direct negotiations, either party may refer the matter directly to an Arbitration Board constituted under Article 4 of this Agreement, by-passing all other steps in the grievance procedure.

Section 6 Video Display Terminals - VDTs

- a) An employee who works on a VDT and who submits a medical certificate to the effect that continued VDT operation may result in health damage, will be considered for transfer under Article 21, Section 15 (Transfers).

A pregnant employee shall have the option to refuse or to continue to operate a VDT. If there is not sufficient work available to permit a reassignment, the employee will be considered to be on maternity leave.

- b) The Board agrees to take reasonable measures to minimize glare on VDT/CRT screens caused by direct or indirect lighting and to ensure that terminals are equipped with brightness controls.

The Board agrees that VDTs will be serviced in accordance with manufacturer's specifications by qualified technicians.

- c) Employees working on VDTs may request an examination during working hours to establish the condition of the eyes. Employees may have further tests conducted not more than every 12 months. The Board will pay for such examinations if the cost is not covered elsewhere upon referral from their Doctor that the work is potentially harmful to their vision.

- d) Where an employee is required to operate a VDT, the employee will not monitor a screen continuously for longer than two (2) hours without either a fifteen (15) minute rest period or reassignment to other work for a period of fifteen (15) minutes or more.
- e) An employee who provides a relevant medical certificate from a medical practitioner will not be required to monitor a full display VDT during the last half-hour of a shift.
- f) Problems or concerns of employees who operate VDTs shall be referred to their immediate supervisor's attention. If a solution cannot be effected, the matter shall be referred to the Health and Safety Committee.

Section 7 Disabled Employee's Preference

If an employee has been incapacitated at work by injury or compensable occupational disease or is, because of advancing years, unable to perform the employee's regular duties, the Board will try to place the employee in a position where that individual is able to perform the regular duties.

Section 8 Duty to Accommodate

The parties acknowledge their respective duties to accommodate employees protected under the Human Rights Act.

Section 9 Sick Reporting

When an employee is unable to report for duty because of sickness or some other proper cause, the employee is to notify their department or school through established department/school procedures before the commencement of the shift.

Section 10 Report for Duty after Indefinite Absence

- a) An employee returning to work after an indefinite absence is required to notify their department or school through established procedures at the very latest on the day before returning to work, except afternoon shift employees who must give notification no later than 11:00 a.m. on the date of their return to work.
- b) If an employee fails to comply with this subsection and both a substitute and the regular employee report for duty for the same shift, the substitute will complete the shift; while the regular employee will be required to wait until the employee's next scheduled shift before commencing work and will be deemed to be absent without pay for the missed shift.

Section 11 Courses

- a) The Board will reimburse employees who have been on staff for twelve (12) months the following proportion of fees for job-related courses:

on registration 50% of course fee
on satisfactory completion 50% of course fee
for a total of 100% if course satisfactorily completed.

Approval for reimbursement should be obtained from the Human Resources Department prior to commencement of the course.

- b) Courses to which an employee is sent or requested to attend by the Board shall be paid for by the Board.

i. An employee that is sent or requested to attend a course by the Board shall be paid for the entirety of the time spent in attendance.

- c) Employees who are directed by the Board to attend an out of town/overnight training course shall not suffer loss of pay and shall be reimbursed for out of pocket expenses in accordance with current practice at rates set out in **Board Policy**.

Section 12 Paid Educational Leave Trust Fund

- a) PURPOSE OF FUND

In the interests of improved labour relations, paid education leave will be provided for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. As it is in the interests of the School Board to have well trained employees for the proper functioning of the establishment, so too it is in the interests of the School Board and the Union to have experienced, responsible, well trained shop stewards and other employee representatives in their undertakings.

Effective July 1, 1978, the Richmond School Board and C.U.P.E. Local 716 agree to establish a Joint Paid Educational Leave Trust Fund. The Fund will be shared equally by the School Board and the Union. The Fund will be jointly administered by both parties.

It is recognized that some unforeseen problems may arise in respect to this Paid Educational Leave Trust Fund, therefore, it is agreed that such problems shall be discussed between the Union and the Board with a view to the settlement of the problems to the mutual satisfaction of both parties.

- b) FUNDING

\$5.82 per regular employee per quarter will be paid into the Trust Fund with the contribution of each party as follows:

Richmond School Board - \$2.91 per regular employee per quarter
C.U.P.E., Local 716 - \$2.91 per regular employee per quarter

(This is an amount approximately equal to one point two cents (1.2) per hour per regular employee for all compensated regular hours.)

- c) **JOINT TRUST FUND ADMINISTRATION COMMITTEE**
This Fund will be administered by a Committee comprising two appointees of the Union and two appointees of the Board.

- d) **ELIGIBILITY**
Application for paid educational leave will be limited to members of C.U.P.E., Local 716 with a minimum of one year's service.

Selection of members will be at the discretion of the Union.

- e) **COURSES AND PAYMENTS**
Recognizing that the purpose of the Fund is to improve labour relations, the Fund will cover the cost of Union education including Canadian Labour Congress sponsored courses and schools, Canadian Union of Public Employees sponsored courses and schools, government agency seminars, matters relating to contract negotiations, management seminars, conferences, workshops and other related courses.

After the Union approves an application, it will be submitted to the Joint Trust Fund Administration Committee for funding.

The Joint Trust Fund Administration Committee will meet as required to discuss which courses being made available are eligible for payment from the fund.

- f) **LEAVE OF ABSENCE**
Sufficient notice for leave will be given to the School Board of those employees approved to attend courses in order that it will not interfere with the efficient operation of the School Board. Such leave shall not be unreasonably withheld and any appeal may be instituted under Article 4 (Grievance Procedure) of the Collective Agreement.

Employees on leave of absence under this programme will continue to accrue seniority and benefits during such leave.

Section 13 Sexual/Personal Harassment

The Board and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. A joint statement to that effect will be issued annually by the Board and the Union.

Complaints of sexual and personal harassment shall be treated in strict confidence by the Board and the Union.

In the first instance the alleged complaint shall be dealt with promptly by the Superintendent of Schools for the Board and the President of the Union or their designates. Should the matter not be resolved, it may then be taken up under Step 3 of the grievance procedure, with the Union or the Employer having the right to advance the matter, determined by which party initiated the complaint.

An employee who alleges that they are being subjected to sexual or personal harassment shall not be forced to transfer unless the employee specifically consents to the transfer.

No employee shall be subject to reprisal or threat of reprisal as a result of filing a grievance under this clause. It is recognized, however, that false or malicious complaints may damage the reputation or be unjust to other employees and therefore disciplinary action may apply in cases where false or malicious complaints are lodged.

The Board may grant to the employee alleging sexual or personal harassment, short term leave of absence with pay pending resolution of the matter. Such a request shall not be unreasonably denied.

Definitions

- a) For the purpose of this article harassment shall be defined as including:
 - i) sexual harassment; or
 - ii) any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
 - iii) objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
 - iv) the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
 - v) such misuses of power or authority as intimidation, threats, coercion and blackmail.

- b) The definition of sexual harassment shall include:
 - i) any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
 - ii) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or

- iii) an implied promise of reward for complying with a request of a sexual nature; or
- iv) a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

Training

- a) The employer, in consultation with the Union, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b) Within twelve (12) months of the concluding of the collective agreement, the employer shall have a training program in place. The program shall include but not be limited to:
 - i) the definitions of harassment and sexual harassment as outlined in this Agreement;
 - ii) understanding situations that are not harassment or sexual harassment including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
 - iii) developing an awareness of behaviour that is illegal and/or inappropriate;
 - iv) outlining strategies to prevent harassment and sexual harassment;
 - v) a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
 - vi) understanding malicious complaints and the consequences of such;
 - vii) outlining any Board policy for dealing with harassment and sexual harassment;
 - viii) outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

Section 14 Workload

- a) General

When an employee is absent from work, another employee may be required to carry out some of the duties of the absent employee. In this event, priorities may be established to accommodate the work to be performed.

b) Custodial Workload

The Board shall establish and maintain a custodial workload formula (Custodial Standards and Job Frequency Schedule) to be used as a general guideline in determining custodial assignments. The formula shall be used to ensure that basic workloads for custodians are reasonably equal.

Where a custodial assignment exceeds the basic formula, the Board shall assign a list of priorities (and frequencies) consistent with this formula to ensure reasonably balanced workloads.

Representatives from the Board and Union shall meet every three (3) months, or more often as required, to review custodial allocations and attempt to resolve any concerns in a mutually acceptable manner.

Section 15 Merger/Amalgamation

In the event that a merger or amalgamation affecting employees covered by this Collective Agreement is announced, the Board undertakes to make every reasonable effort to ensure the continuing employment of its employees.

Section 16 Health & Safety

a) Co-operation on Safety

The parties mutually agree to co-operate in developing rules and practices relating to employee Health and Safety.

b) Health & Safety Committee

The Committee shall comprise not less than six (6) members chosen by and representing the Union, the Richmond Teachers' Association and the Board. The Committee shall comprise not less than two (2) representatives of the Union. In no case shall the Board's representatives outnumber those representing the Union and the Teachers' Association. Union representatives on the Health & Safety Committee shall be given compensating time-off for attending meetings during non-working hours.

c) Right to Refuse

- i) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- ii) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection i) must immediately report the circumstances of the unsafe condition to their supervisor or employer.

- iii) A supervisor or employer receiving a report made under subsection ii) must immediately investigate the matter and
 - Ensure that any unsafe condition is remedied without delay or
 - If in their opinion the report is not valid, must so inform the person who made the report.
- iv) If the procedure under subsection iii) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
 - a worker member of the joint Health and Safety Committee and
 - a worker who is selected by the trade union representing the worker
- v) If the investigation under subsection iv) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify a WorkSafeBC officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the Workers Compensation Act and Occupational Health and Safety Regulations because the worker has acted in compliance with Section 3.12 (Refusal of unsafe work) or with an order made by an officer.

No employee shall be discharged, penalized or subjected to disciplinary action for compliance with the foregoing paragraph or an order made by an officer of WorkSafeBC.

Temporary assignment to alternative work at no loss in pay to the worker until the matter in Section 3.12 is resolved is not deemed to constitute discriminatory action.

d) Reassignment of refused work

If a worker refuses work under section 16 c) the employer must not require or permit another worker to do the refused work unless

- (a) **The matter has been resolved under section 16 c) iii) iv) v), or**
- (b) **The employer has, in writing, advised the other worker and a person referred to in section 47-16 c) (iv) of all of the following:**
 - (i) **The refusal;**
 - (ii) **The unsafe condition reported under section 16 c) ii);**

- (iii) **The reasons why the work would not create an undue hazard to the health and safety of the other worker or any other person;**
- (iv) **The right of the other worker under section 16 c) to refuse unsafe work.**

- e) Compliance with Health & Safety Legislation
 - i) The parties to this Agreement recognize and shall comply with applicable federal, provincial and municipal Health & Safety Legislation and Regulations such as the Workers Compensation Act and Occupational Health and Safety Regulations and regulations established under WHMIS (Workplace Hazardous Material Information System).
 - ii) The Employer shall ensure the adequate direction and instruction of workers in the safe performance of their duties.

- f) Correction of Unsafe Conditions
Whenever an employee observes what appears to be an unsafe or harmful condition or act the employee shall report it as soon as possible to a supervisor or to the Employer. The person receiving the report shall investigate the reported unsafe condition or act and shall ensure that any necessary corrective action is taken without delay.

No employee shall be disciplined for bringing to the attention of a supervisor any unsafe practice or condition that may be detrimental or pose a hazard to other employees, students or the public in general.

- g) The Board shall provide training in lifting of students and training in the use of appropriate mechanical lifting devices as may be required to effect lifting of students in a manner which reduces the risk of musculoskeletal injury to staff.

- h) Violence
The Board and the Union recognize the right of employees to work in an environment free of violence.

In order to promote and maintain a workplace free of violence:
The Employer is responsible for conducting risk assessment and in consultation with the District Health and Safety Committee, shall develop policies, procedures and arrangements to minimize and/or eliminate risks, including communicating to employees the methods to report, investigate and document incidents or violence.

Definitions

Violence is defined as:

The attempted or actual exercise of any physical force so as to cause injury to any employee, any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk or injury.

A threat directed against a worker's family may also be considered a threat against a worker for the purpose of this provision.

Injury is defined as:

Meaning 'harm or hurt'. Thus an incident may be considered 'violent' even if any injury suffered is slight or does not require medical attention.

Any action or behaviour which does not give an employer reasonable cause to believe that they are at risk of injury is not covered by this provision.

i) Reporting Violent Incidents

An employee who encounters, or who is involved in a violent situation, must promptly report the incident to the employer. The employer shall immediately forward the report to the District Health and Safety Committee, the Union Secretary and the applicable Shop Steward.

ii) Notification of Physical Risk

- The employer shall notify staff who may be at risk of violence and will reduce the risk through the provision or training, alteration or working arrangements and other appropriate methods as may be required through the circumstances of each case.
- Appropriate debriefing and post-traumatic counselling will be made available for employees who have been victims of violence, or who have witnessed a violent act. Where an employee requires time off to attend debriefing or post-traumatic counselling, it shall be without loss of pay.

i) Worksite Environment

Except for employees who are responsible for maintenance and upkeep of the following conditions, employees shall only be expected to work at work sites that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic and meet health and safety standards. The following health standards shall be maintained to the fullest extent possible:

- i) Temperature must be maintained above 18° C and below 24° C.
- ii) There must be an uninterrupted supply of water for drinking and washing.
- iii) Washrooms must be functional and sanitary.

- iv) Waste must not accumulate in such a way as to cause unsanitary conditions.
 - v) All classrooms, offices, halls and exits must be adequately lighted.
 - vi) Rooms designated as lunchrooms and/or cafeterias must be in a sanitary condition.
 - vii) Dust levels must be at a level where there is no discomfort for students or staff.
 - viii) Combustible materials shall not be kept in hallways, stairs, walls, furnace rooms; nor can fire exits be blocked in any way.
 - ix) Specific problems which endanger the health and safety of employees must be eliminated.
 - x) Adequate supplies of soap, towelling and tissue must be maintained.
- j) Procedure in the case of an Emergency in a Work Site:
In accordance with Board Policy 907 and Board Regulation 907R – Post Disaster Procedures the following procedures shall apply:
- i) If there is any possibility that a work site is not safe, employees shall be advised to vacate the site immediately.
 - ii) As soon as the immediate emergency has been dealt with and the staff has vacated the site, the supervisor(s) shall immediately notify the Superintendent of Schools or designate and the Union's Health and Safety Representative. The Superintendent or designate shall notify the President of the Union or designate of the nature of the emergency.
 - iii) The Superintendent or designate, the supervisor(s), the President of the Union or designate and the Union's Health and Safety Representative shall meet to discuss the nature of the emergency and plans to eliminate the unsafe conditions.
 - iv) The Superintendent or designate shall consult with the President of the Union or designate prior to resuming normal operations at the work site.
 - v) The Superintendent or designate, in consultation with the Union's representatives to the Health and Safety Committee, shall continue to monitor the building conditions for a minimum of sixty (60) days.
 - vi) In the event that the Board closes a workplace or a section of a workplace because the workplace or sections of it are deemed to be unsafe or potentially unsafe to occupy, or emergency action is required to correct a condition which constitutes an immediate threat to workers only those qualified and properly instructed workers necessary to correct the unsafe condition shall be allowed to enter the site, and every possible effort must be made to minimize the hazard while work is being done.

- k) **Procedures in the Case of an Earthquake**
The Board shall develop directives and provide advice regarding earthquake preparedness in accordance with Regulation 504.9 and 504.10-R. Earthquake drills will be held in worksites as directed by the Superintendent of Schools or designate.
- l) **Hearing Tests**
The Board shall maintain a program for annual hearing tests for employees who are engaged in work that potentially could cause hearing loss.

Section 17 Indemnification Clause

The School Board recognizes that as a general principle it has an obligation to its employees to indemnify them from damages and costs incurred by them as a result of actions or prosecutions brought against employees acting in the ordinary course of their duties.

The Board shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

The Board shall reimburse an employee for reasonable expenses incurred if criminal proceedings arise from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by statute, provided the employee is not convicted of the criminal offence.

Section 18 Communicable Disease Protection

Where an employee working in an environment where serious communicable diseases have been determined by the School Medical Health Officer to exist, the Board will pay expenses associated with preventive medication not covered by the employee's own medical insurance coverage.

Where employees are exposed to any student who is a known Hepatitis B carrier or a regular biter/scratcher the Board will provide the appropriate preventive medication.

Section 19 First Aid

The Board shall pay an annual allowance (in monthly installments) to qualified employees who agree to act as a designated First Aid attendant as required under the WorkSafeBC Occupational Health and Safety Regulations:

- \$300 to an employee who holds a valid Level I First Aid Certificate
- \$1200 to an employee who holds a valid Level II First Aid Certificate

Section 20 Administration of Medication

The Board shall maintain policies and procedures governing the administering of medicines and medical procedures to students. No employee shall be disciplined for following those policies and procedures. The Board shall provide copies of these policies and procedures to employees who may be required to perform such duties and shall post those policies and procedures in all staff and medical rooms.

Section 21 Para-Educator Supervision

All Para-Educators employed by the Board to assist teachers in carrying out their responsibilities and duties under the School Act and Regulations shall be assigned to classes and/or students by the Principal and shall be assigned specific duties by the teacher during the appropriate periods of time. Teachers shall not assume employment supervision responsibilities for Para-Educators.

Section 22 Non-Sexist Environment

The Board does not condone and will not tolerate any written or verbal expression of sexism and shall annually notify in writing, its employees of this position.

The Board and the Union will work towards creating and promoting a non-sexist environment. A non-sexist environment shall be defined as that in which there is no discrimination against females and/or males by portraying them in gender stereotyped roles or by omitting their contributions to the School District.

Section 23 Assistance to Falsely Accused Non-Teaching Staff

When a member of CUPE has been accused of child abuse or sexual misconduct in the course of exercising the employee’s duties as an employee of the Board, and

- a) an investigation by the Board has concluded the accusations are false; or
- b) the employee is acquitted of criminal charges in relation to the accusations and the arbitrator considering the discipline or dismissal of the employee finds the accusations to be false and finds that no disciplinary action is appropriate, the employee shall be entitled to assistance from the Board as provided in this Section.
 - i) The employee and the employee’s family shall be entitled to reasonable specialist counselling and/or medical assistance to deal with the negative affects of the allegations as recommended by a medical professional or if the President of the Union and the

Superintendent of Schools (or their designates) determine counselling/assistance is necessary.

- ii) The employee shall be assisted by the Board in assuring a successful return to duties; including any necessary leave with pay, first priority for reassignment to a vacant position for which the employee is qualified (if requested by the employee), and provision of factual information to parents by the Board (if requested by the employee).

Section 24 Support Staff Professional Development Fund

Effective July 1, 2023, the Support Staff Professional Development Fund shall be created. Ten – thousand six-hundred dollars (\$10,600) shall be allocated to the fund for the 2023-2024 school year.

Effective July 1, 2024, twenty-thousand five-hundred dollars (\$20,500) shall be allocated on July 1st of each year.

A joint committee shall be established to coordinate training and administer each year's funds. The joint committee shall be composed of an equal number of Union members and employer representatives not to exceed three (3) members each.

Surplus funds shall be rolled over and added to the next year's fund allocation.

ARTICLE 24 DEFINITIONS OF POSITIONS

Please refer to Job Descriptions covering Non-Teaching positions, printed separately.

Section 1 Positions

a) OPERATIONS

Solo Janitor is a Janitor regularly working alone in a school where no daytime Custodian is employed. A Janitor so employed on a regular basis for four (4) hours or more each shift will receive the full allowance. A Janitor so employed on a regular basis for less than four (4) hours each shift will receive fifty percent (50%) of the allowance.

b) TRANSPORTATION

Bus Driver/Janitor is an employee who is in possession of a Class 4 License and who operates a mini-bus transporting pupils to and from school for four (4) hours per day and who also performs Janitorial duties for three and one-half (3 1/2) hours per day in accordance with the definition of Janitor contained in *Article 15 (B)* of this Agreement. The

Mini-Bus Driver/Janitor shall be scheduled as the driver for daytime trips which are scheduled one or more days in advance.

c) MAINTENANCE

Head Tradesperson is a skilled **tradesperson** responsible for direct supervision over four (4) or more employees, or who is required to give supervision to projects being undertaken by Contract.

Relief Labourer is a regular employee selected through the posting procedure to work as a labourer on occasions as determined by the Maintenance Department. No less than two employees shall be designated as Relief Labourers.

Tradesperson is any person employed in a position designated by the Industry Training Authority/SkilledTradesBC as a Red Seal trade.

d) PARA-EDUCATOR

Education Computer Assistant is an employee performing clerical, typing and limited operational duties related to the educational computer system under the supervision of a teacher/operator. Typical duties include recording information related to system usage, monitoring normal system operation, performing well-defined information backup procedures, and distributing pre-written materials; and such other duties as may be required to assist the teacher/operator. Basic typing skills and a driver's license are required for this position.

e) MISCELLANEOUS

Student Employed at D.R.C. is an employee who packs and unpacks textbook orders, educational support materials under explicit instructions, guidelines, procedures and marks orders as returned or issued. Good English, the ability to keep accurate count of textbooks, educational support materials, and the physical ability to lift, move and stock boxes weighing up to 40 lbs. are required for this position.

Section 2 Exclusions

It is mutually agreed the positions of Director - Maintenance & Operations, Manager – Maintenance & Operations, Maintenance Manager – Natural Resources, Assistant Manager - Operations, Assistant Manager – Maintenance, Assistant Manager – Transportation & Stores will be excluded from the bargaining unit provided however, that in filling these positions, the provision of Article 21, Section 6 shall apply.

ARTICLE 25
SERVICE IMPROVEMENT ALLOCATION

In accordance with the Provincial Framework Agreement (Appendix A) Article 3 (Local Bargaining), the Parties agree that effective July 1, 2020 the Service Improvement Allocation ongoing annual funding of \$263,000 will be used to add 30 minutes per week to the hours of work of full-time regular, 31 hours per week Education Assistants.

Effective July 1, 2022, the Parties agree to the continuance of SIA funding as specified above.

FOR THE BOARD OF EDUCATION,
SCHOOL DISTRICT NO. 38 (RICHMOND):



Sheri Hoegler
Director, Employee Relations

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 716



Michelle Anderson
CUPE National Representative

APPENDIX A SUPPLEMENTARY VACATIONS

Explanation of Following Table

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

Examples: An employee hired in 1983 is in their 16th calendar year during 1998. The employee in 1998 will be credited on July 1, 1998 with 5 supplementary working days which may be taken at any time between July 1, 1998 and July 1, 2003. On July 1, 2003 the employee will be credited with a further 5 supplementary working days, etc.

Each regular employee will be credited with 5 supplementary working days on July 1 of their 11th calendar year which may be taken at any time prior to the end of the 15th vacation year, etc.

In summary, each employee will receive one supplementary week of vacation at the beginning of each 5 vacation years following completion of 10 calendar years of service, with each supplementary week to be taken during the course of the 5 year vacation period.

*Entitlement in working days is based upon a five-day work week.

**SUPPLEMENTARY VACATION TABLE
ENTITLEMENT YEAR**

| | | 0 2 | 0 3 | 0 4 | 0 5 | 0 6 | 0 7 | 0 8 | 0 9 | 1 0 | 1 1 | 1 2 | 1 3 | 1 4 | 1 5 | 1 6 | 1 7 | 1 8 | 1 9 | 2 0 | 2 1 | 2 2 | 2 3 | 2 4 | 2 5 |
|----------|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | 20 15 | | | | | | | | | | | | | | | | | | | | | | | | 5 |
| | 20 14 | | | | | | | | | | | | | | | | | | | | | | | 5 | |
| | 20 13 | | | | | | | | | | | | | | | | | | | | | | 5 | | |
| | 20 12 | | | | | | | | | | | | | | | | | | | | | 5 | | | |
| | 20 11 | | | | | | | | | | | | | | | | | | | | 5 | | | | |
| | 20 10 | | | | | | | | | | | | | | | | | | | 5 | | | | | 5 |
| | 20 09 | | | | | | | | | | | | | | | | | | 5 | | | | | 5 | |
| | 20 08 | | | | | | | | | | | | | | | | 5 | | | | | | 5 | | |
| | 20 07 | | | | | | | | | | | | | | | | 5 | | | | | | 5 | | |
| | 20 06 | | | | | | | | | | | | | | | 5 | | | | | | 5 | | | |
| | 20 05 | | | | | | | | | | | | | | 5 | | | | | | 5 | | | | 5 |
| | 20 04 | | | | | | | | | | | | | 5 | | | | | | 5 | | | | 5 | |
| | 20 03 | | | | | | | | | | | | 5 | | | | | | 5 | | | | 5 | | |
| | 20 02 | | | | | | | | | | | 5 | | | | | | 5 | | | | | 5 | | |
| | 20 01 | | | | | | | | | | 5 | | | | | 5 | | | | | 5 | | | | |
| | 20 00 | | | | | | | | | 5 | | | | | 5 | | | | | | 5 | | | | 5 |
| | 19 99 | | | | | | | | 5 | | | | | 5 | | | | | | 5 | | | | 5 | |
| Y | 19 98 | | | | | | | 5 | | | | 5 | | | | | | 5 | | | | | 5 | | |
| E | 19 97 | | | | | | 5 | | | | 5 | | | | | | 5 | | | | | 5 | | | |
| A | 19 96 | | | | | 5 | | | | | 5 | | | | | 5 | | | | | | 5 | | | |

| | | | | | | | | | | | | | | | | | | | | |
|----------|----------|---|---|---|---|---|---|---|--|---|---|---|--|---|---|---|--|--|---|---|
| R | 19 95 | | | 5 | | | | 5 | | | | 5 | | | | 5 | | | | 5 |
| | 19 94 | | 5 | | | | 5 | | | | 5 | | | | 5 | | | | 5 | |
| H | 19 93 | | 5 | | | | 5 | | | | 5 | | | | 5 | | | | 5 | |
| I | 19 92 | 5 | | | | 5 | | | | | 5 | | | | 5 | | | | 5 | |
| R | 19 91 | | | | 5 | | | | | 5 | | | | | 5 | | | | 5 | |
| E | 19 90 | | | | 5 | | | | | 5 | | | | | 5 | | | | 5 | |
| D | 19 89 | | | 5 | | | | 5 | | | | | | 5 | | | | | 5 | |
| | 19 88 | | 5 | | | | | 5 | | | | | | 5 | | | | | 5 | |
| | 19 87 | 5 | | | | | 5 | | | | | | | 5 | | | | | 5 | |
| | 19 86 | | | | 5 | | | | | | 5 | | | | 5 | | | | 5 | |
| | 19 85 | | | | 5 | | | | | | 5 | | | | 5 | | | | 5 | |
| | 19 84 | | | 5 | | | | | | | 5 | | | | 5 | | | | 5 | |
| | 19 83 | | 5 | | | | | | | | 5 | | | | 5 | | | | 5 | |
| | 19 82 | 5 | | | | | 5 | | | | | | | | 5 | | | | 5 | |
| | 19 81 | | | | | 5 | | | | | | | | | 5 | | | | 5 | |
| | 19 80 | | | | | 5 | | | | | | | | | 5 | | | | 5 | |
| | 19 79 | | | 5 | | | | | | | | | | | 5 | | | | 5 | |
| | 19 78 | | 5 | | | | | | | | | | | | 5 | | | | 5 | |
| | 19 77 | 5 | | | | | | | | | | | | | 5 | | | | 5 | |
| | 19 76 | | | | | 5 | | | | | | | | | 5 | | | | 5 | |
| | 19 75 | | | | | 5 | | | | | | | | | 5 | | | | 5 | |
| | 19 74 | | | 5 | | | | | | | | | | | 5 | | | | 5 | |
| | 19 73 | | 5 | | | | | | | | | | | | 5 | | | | 5 | |

SCHOOL DISTRICT NO. 38 (RICHMOND) AND CUPE LOCAL 716
Collective Agreement 2022-2025

APPENDIX B APPRENTICESHIP REGULATIONS

- 1) This clause shall apply to apprentices who enter into a contract with the Board under the provisions of the Apprenticeship and Tradesmen's Qualification Act.
- 2) Every apprentice shall be bound by all the provisions of the Collective Agreement between the Board and the Union prevailing from time to time.
- 3) This clause and the contracts of apprenticeship entered into pursuant to this Agreement shall be governed by the provisions of the Apprenticeship and Tradesmen's Qualification Act.
- 4) An apprentice shall be paid the regular rate of pay while attending full time courses requiring five or more hours of instruction per day set by a training authority established under the Apprenticeship and Tradesmen's Qualification Act during each year of apprenticeship. This payment shall be made for only one course of apprenticeship completion and certification. No payment shall be made to an apprentice for repetition of a course occasioned by their failure to pass an examination.
- 5) Where an apprentice is absent from work by reasons of sickness or injury, the Board shall extend the term of such apprentice's contract but such extension shall not exceed six (6) months in duration without the approval of the Secretary-Treasurer of the Board.
- 6) Any apprentice failing an examination conducted under the direction of the Director of Apprenticeship and Industrial Training shall be permitted to repeat the examination once only at the next available examination period. Should the second examination be failed, the apprentice's contract shall be terminated.
- 7) Every apprentice who has obtained a certificate of proficiency or a certificate of apprenticeship in their designated trade under the Act for whom no journeyperson's position is immediately open in the School District shall, if the Board deems work is available, be retained on staff for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in their contract of apprenticeship; and after the expiration of the said six (6) months period, the Board shall have no obligation to continue their employment.
- 8) All vacancies for apprentice positions shall be posted in accordance with the provisions of the Collective Agreement.
- 9) An employee who was on staff as of the signing of this contract who enters into a contract of apprenticeship with the Board shall be paid during the term of such contract:

- a. their regular rate of pay as of the date of their contract of apprenticeship (without any further wage increases during the term of their contract of apprenticeship); or
- b. the rate of pay established by the terms of the Collective Agreement between the Board and the Union for the level they attain from time to time under their contract of apprenticeship

whichever rate is the higher.

- 10) The Board will ensure that the apprentices will be given the necessary on-the-job practical training.
- 11) Entrance to any apprenticeship will be subject to the applicant meeting the standards required for acceptance by the Apprenticeship and Industrial Training Branch.
- 12) Where an apprentice incurs delay in taking one of the tests due to unavailability of an examination or rescheduling of an examination, the delay shall not prejudice their right to wage increments provided for in this Agreement.
- 13) The first three (3) months of the term of apprenticeship shall be a probationary period.
- 14) The Apprenticeship Agreement shall be prepared before the end of the probationary period and shall be signed by the apprentice (and, if a minor, their parent or guardian).
- 15) Each applicant for an apprenticeship (and, if they are a minor, their parent or guardian), shall be given an opportunity to read these standards before signing the Apprenticeship Agreement.
- 16) Every apprenticeship agreement entered into under these standards of apprenticeship shall contain a clause making these standards a part of the agreement with the same effect as if expressly written therein.
- 17) Copies of each Apprenticeship Agreement, completely filled out, shall be given to the apprentice and the Union.
- 18) Apprentices shall be required to attend classes pertaining to their trade as laid down by the Apprenticeship Branch of the Department of Labour, British Columbia.

- 19) In cases of failure on the part of any apprentice to fulfill their obligations in respect to school attendance, the Board, subject always to the Grievance Procedure contained in this Agreement, shall have the authority to recommend to the Apprenticeship Branch of the Department of Labour, British Columbia, that they suspend or revoke their agreement, or to notify the Union of the violation for disciplinary action. Any appeal through the Grievance Procedure shall be settled prior to a recommendation being made to the Apprenticeship Branch of the Department of Labour.
- 20) The apprentice's hours of work shall be the same as those of the journeyman, but in no case shall overtime be worked by the apprentice on days the apprentice is scheduled to attend school.
- 21) Apprentices shall be paid overtime rates in accordance with the overtime provisions contained in the current Collective Agreement and based on the apprentice's regular rate of pay.
- 22) It is recognized that some unforeseen problems may arise in respect to this first Apprenticeship program, therefore, it is agreed that such problems shall be discussed between the Union and the Board with a view to the settlement of the problems to the mutual satisfaction of both parties.
- 23) The ratio of apprentices to journeyman shall not exceed one apprentice to four journeymen.
- 24) In the event that an apprentice is required to attend classes during their normal working hours, the employee shall be paid their full rate of pay at the regular hourly rate. This clause shall not apply to night school programs. No payment shall be made for repeating a course.
- 25) Remuneration shall be in accordance with the provisions set down in the Apprenticeship and Tradesmen's Qualification Act.

APPRENTICE SALARY SCHEDULE

| | 2 years | 3 years | 4 years |
|------------------|---------|---------|---------|
| First six months | 50% | 50% | 50% |
| 2nd six months | 60% | 55% | 55% |
| 3rd six months | 75% | 65% | 60% |
| 4th six months | 90% | 70% | 65% |
| 5th six months | | 80% | 70% |
| 6th six months | | 90% | 75% |
| 7th six months | | | 80% |
| 8th six months | | | 90% |

Order in Council - December 4, 1974

APPENDIX C

*School District No. 38 (Richmond) and CUPE Local 716
Pay Equity / Gender Neutral Job Evaluation Maintenance Agreement
July 13, 1999*

PAY EQUITY/GENDER NEUTRAL JOB EVALUATION MAINTENANCE AGREEMENT

It is agreed between the parties that it is desirable that there should be a standard procedure for a PAY EQUITY/GENDER NEUTRAL JOB EVALUATION MAINTENANCE AGREEMENT for positions and classes covered by the Collective Agreement between the parties.

The 1999 approved Job Descriptions, Ratings, Job Evaluation Plan, the Job Evaluation Questionnaire, the Pay Equity Implementation Agreement and the Collective Agreement are the guiding documents of this Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement and shall be the basis for all future procedures.

a) Joint Job Evaluation Committee

The Pay Equity/Gender Neutral Job Evaluation Agreement shall be administered by a Joint Job Evaluation Committee (J.J.E.C.) which shall consist of two committee members and one alternate representing the Board and two committee members and one alternate representing the Union. The committee shall be gender balanced and reflect as wide a variety of classifications as possible.

The Board shall arrange leaves of absence for the committee members to do the J.J.E.C.'s work and shall pay all costs associated with the J.J.E.C.'s work. The Board will supply necessary clerical support so the J.J.E.C. may do it's work in a timely manner.

b) Joint Job Evaluation Committee (J.J.E.C.) Responsibilities

- i) Review new positions established by the Board.
- ii) Review existing positions or classifications as requested by the employee, Union or the Board.
- iii) Modify the job descriptions of existing positions or classifications as requested by the employee, Union or the Board.
- iv) Review appeals of positions or classifications as requested by the employee, Union or the Board.

c) Joint Job Evaluation Committee Decisions

All J.J.E.C. decisions shall be by consensus of the committee. Where the committee cannot reach consensus the matter shall be referred to

the parties for discussion. If unresolved at that stage the matter may be taken to arbitration pursuant to this agreement.

d) Establishment of New Positions and Classifications

Whenever the Board needs to establish a new position, the following procedures shall apply:

- i) The Board shall prepare a draft Job Description for the position.
- ii) The J.J.E.C. shall meet and based on the draft job description and preliminary rating of the position establish a temporary pay rate.
- iii) The position(s) shall be posted and any person appointed to the position shall be paid the temporary pay rate. The Union shall be notified that the posting has been filled.
- iv) After six (6) months from the appointment of an incumbent to the position, the incumbent(s) and the supervisor shall complete a Job Evaluation Questionnaire, which shall be submitted, along with an updated Job Description, to the J.J.E.C.
- v) The J.J.E.C. shall review the Job Description and rate the position accordingly. The rating of the position shall determine the pay rate for the position. The J.J.E.C. shall notify the incumbent, Board and Union of any changes to the Job Description and the rating.
- vi) The calculated pay rate shall be paid to each incumbent effective the date of their appointment to the position.
- vii) In the event that the pay rate is lower as the result of the six month re-examination of the job, the incumbent's current pay rate will be reduced to the new pay rate at the beginning of the next pay period following completion of any Appeal Review or Arbitration. The J.J.E.C. shall notify the employee, Board and Union.

e) Job Evaluation Reviews for Female Dominated Positions

Whenever the Board changes the duties and responsibilities of a position or the incumbent(s)/Union feel that the duties and responsibilities of a position have been changed, or that the Job Description does not reflect the duties and responsibilities of the position, the following procedures shall be followed:

- i) The incumbent(s)/Union or the Board/supervisor may request a Job Evaluation Review by completing and submitting a Job Evaluation Review Request Form. The date that the completed Job Evaluation Review Request Form is received by the J.J.E.C. is the date that any retroactivity shall be implemented. The J.J.E.C. shall provide the Job Evaluation Questionnaire to the incumbent(s) so that their portion of the Questionnaire can be completed and returned to the J.J.E.C. within thirty (30) calendar days. If this time limit is not met, it will be assumed that the

- employee(s) no longer want the review and the request for review is terminated. When the Questionnaire has been returned to the J.J.E.C., it shall then be sent to the supervisor for the completion of the Questionnaire and shall be returned within thirty (30) calendar days to the J.J.E.C.
- ii) Upon receipt of a completed Job Evaluation Questionnaire, the J.J.E.C. shall proceed to review the position. Where further information is required, interviews shall be held with employee(s) and/or supervisors and/or visits to the work site. Based on all information, the J.J.E.C. shall update the Job Description as necessary. The J.J.E.C. shall normally have thirty (30) working days to complete a Job Evaluation Review after receipt of the completed Job Evaluation Questionnaire.
 - iii) Where the Job Description has been changed, the J.J.E.C. shall meet to rate each sub-factor, and to establish a new Rating for the position and advise the incumbent(s), the Board and the Union of its decision.
 - iv) The rating of the position shall determine the pay rate for the position. If there is less than fifteen (15) point change in the revised rating for the position, the pay rate will remain as in the Collective Agreement.
 - v) If there is a fifteen (15) point or greater change in the revised rating for a position, the pay rate shall be determined by the following formula:
 - vi) Adjust the Collective Agreement pay rate for the position by an amount equal to the point change multiplied by the cents per hour (3 cents) adjustment resulting from the original calculation of the male regression line.
 - vii) In no circumstances may an inequity identified in the initial pay equity review be re-established.
 - viii) When the review is complete, the J.J.E.C. shall provide the Board, the Union and the incumbent(s) a copy of the Job Description, Rating and/or new pay rate. Both parties should respond with their acceptance within thirty (30) working days. No response to the J.J.E.C. within thirty (30) working days, from the Board or the Union shall indicate acceptance of the J.J.E.C.'s review results.
 - ix) If the Board or Union are not able to agree on the Job Description, Rating or Pay rate, the matter shall be referred to an Appeal Review.

f) Job Evaluation Review for Male Dominated Positions

Whenever the Board changes the duties and responsibilities of a position or the incumbent(s)/Union feel that the duties and

responsibilities of a position have been changed, or that the Job Description does not reflect the duties and responsibilities of the position, the following procedures shall be followed:

The incumbent(s)/Union or the Board/supervisor may request a Job Evaluation Review by completing and submitting a Job Evaluation Review Request Form to the J.J.E.C. The date that the completed Job Evaluation Review Request Form is received by the J.J.E.C. is the date that any retroactivity shall be implemented. The J.J.E.C. shall provide the Job Evaluation Questionnaire to the incumbent(s) so that their portion of the Questionnaire can be completed and returned to the J.J.E.C. within thirty (30) calendar days. If this time limit is not met, it will be assumed that the employee(s) no longer want the review and the request for review is terminated. When the Questionnaire has been returned to the J.J.E.C., it shall then be sent to the supervisor for the completion of the Questionnaire and shall be returned within thirty (30) calendar days to the J.J.E.C.

Upon receipt of a completed Job Evaluation Questionnaire, the J.J.E.C. shall proceed to review the position. Where further information is required, interviews shall be held with employee(s) and/or supervisors and/or visits to the work site. Based on all information, the J.J.E.C. shall update the Job Description as necessary. The J.J.E.C. shall normally have thirty (30) working days to complete a Job Evaluation Review after receipt of the completed Job Evaluation Questionnaire.

Where the Job Description has been changed, the J.J.E.C. shall meet to rate each sub-factor, and to establish a new Rating for the position and advise the incumbent(s), the Board and the Union of its decision.

When the review is complete, the J.J.E.C. shall provide the Board, the Union and the incumbent(s) a copy of the Job Description and the rating. Both parties will then meet to negotiate a rate of pay consistent with the pay plan adopted by the parties and considering the PSEC principle that after the initial pay equity review is complete the parties must maintain the principles of pay equity as outlined in the 1995 Pay Equity Policy - Principle and Guideline documents.

The rating of the position shall determine the pay rate for the position. If there is less than fifteen (15) point change in the revised rating for the position, the pay rate will remain unchanged.

If there is a fifteen (15) point or greater change in the revised rating for a position, the J.J.E.C. will recommend a pay rate for the position that

considers the principles of Pay Equity as outlined in the 1995 Pay Equity Policy Ɖ Principles and the formula that follows:

Adjust the Collective Agreement pay rate for the position by an amount equal to the point change multiplied by the cents per hour (3 cents) adjustment resulting from the original calculation of the male regression line.

In no circumstances may an inequity identified in the initial pay equity review be re-established.

When the review is complete, the J.J.E.C. shall provide the Board, the Union and the incumbent(s) a copy of the Job Description, Rating and/or new pay rate. Both parties should respond with their acceptance within thirty (30) working days. No response to the J.J.E.C. within thirty (30) working days, from the Board or the Union shall indicate acceptance of the J.J.E.C.'s review results.

If the Board or Union are not able to agree on the Job Description, Rating or Pay rate, the matter shall be referred to an Appeal Review.

g) Appeal Review

If the Board or the Union do not accept the results of the J.J.E.C. review, they may initiate an Appeal Review by filing an appeal letter with all pertinent information, to the J.J.E.C. within thirty (30) calendar days. The J.J.E.C. will then meet for an Appeal Review of the new information so provided and will respond within another thirty (30) calendar days. The J.J.E.C. may also invite the parties to the Appeal Review if necessary. Either party may attend the J.J.E.C. deliberations if they so desire.

Results of the Appeal Review shall be communicated by the J.J.E.C. to both parties. Should the Appeal Review results not be accepted by the Board or the Union, then the matter may be referred to Arbitration within thirty (30) calendar days of the J.J.E.C.'s Appeal Review Report.

h) Arbitration

The matter shall be referred to Joan Gordon or Rod Germaine as a single arbitrator for binding resolution. The arbitrator shall first of all attempt to settle the matter by mediation-arbitration. The arbitrator shall be provided with all relevant documentation. Either party may have advisors or counsel present at the mediation-arbitration.

If unable to do settle the matter the arbitrator shall proceed to hear the case and make a ruling.

The Arbitrator shall be bound by the Collective Agreement, Pay Equity Plan documents and this Agreement and shall not have the power to modify or amend any of their provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.

The Board and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

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

i) Time Limits

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

j) Job Descriptions and Ratings

Once a Job Evaluation Review is complete and accepted by the Board and the Union, the revised Job Description(s) and Rating(s) shall be implemented by the parties and shall supersede the former or shall be added.

k) Pay Adjustments Resulting From Job Evaluation

In the event that a position or job description is changed and results in a new pay rate, that new pay rate shall be implemented to the date of retroactivity that has been previously established. The pay rate changes shall be implemented when the Review, the Appeal Review or the Mediation-Arbitration is final. In no circumstances will an employee's pay rate be reduced.

l) Changes to the Job Evaluation Plan

The Joint Job Evaluation Committee may request from time to time that the Job Evaluation Plan or Job Evaluation Questionnaire be modified. These documents may be modified at any time by mutual consent of the parties.

m) Term of Agreement

This Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement shall remain in full force and effect unless either party gives written notice of its intention to amend or terminate this Agreement.

Notice shall be given at least sixty (60) days prior to the expiry of the collective agreement.

If such notice is given, this Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement shall be terminated if there is no agreement to amend or to continue this agreement during bargaining for renewal/revision of the collective agreement.

Signed this 6 day of August , 1999 and effective December 1, 1999.

For the Union

For the Employer

 original signed
Linda Barnes - President
Personnel

 original signed
Scott Morgan – Supervisor – Non-Teaching

Letter of Intent
Between
School District #38 Richmond
And
CUPE Local 716

As agreed in negotiations for the 2022 to 2025 Collective Agreement, during the life of the agreement, the Parties agree that each new employee will be offered a physical copy of the Collective Agreement. For each new employee, the Employer will also make available access to an electronic copy of the Collective Agreement.

original signed

Dan Todd
CUPE National Rep

June 10, 2019

Date

original signed

Lori Campion
Senior Manager, Human Resources

June 6, 2019

Date

LETTER OF UNDERSTANDING #1

Re: Applications from full-time employees for a reduction in hours

Requests for a temporary reduction in hours can be initiated by interested, full-time regular employees in writing to the Supervisor of Non-Teaching Personnel. Applications will be given consideration where the needs of the school and/or the department will continue to be met and alternative part-time positions are not readily available. Also, the viability of the proposal will be considered with respect to increased salary and benefit costs for the district.

If the Board's concerns are satisfied, the Supervisor of Non-Teaching Personnel will forward the request to the Union President for consideration.

All arrangements will reflect the Union's and the Board's desire to maintain and preserve full-time positions.

Approved job sharing arrangements will be consistent with the following conditions:

- 1) A letter of understanding between the Union and the Board will be made in each specific case.
- 2) Job sharing arrangements will not result in a permanent reduction in the total number of full-time positions in the District.
- 3) When a job sharing arrangement is agreed upon, a posting for the new temporary position will be issued.
- 4) Arrangements are to be considered temporary for the duration of the current school year or such other appropriate length of time not to exceed 12 months.
- 5) If the incumbent, full-time employee wishes the arrangement to be extended, a written application for extension must be made at least three months prior to the expiration date. The application for extension will be reviewed by the Union and the Board and can be renewed for a further period of up to 12 months or one school year only.
- 6) The work schedule for the shared position shall remain the same, as if the position were not shared (i.e. the two employees will not work simultaneous hours).
- 7) Employees party to these arrangements will be entitled to benefits subject to the provisions of the Collective Agreement.

- 8) Joint applications from two or more employees for a single, full-time posted vacancy will not be accepted.
- 9) If there is a significant change in the school or department's needs in mid-year, the job sharing arrangement may need to be reconsidered.
- 10) If the incumbent full-time employee resigns or is reassigned during the tenure of a job sharing arrangement, the sharing arrangement will be canceled and the original full-time position will be posted.
- 11) Should the incumbent full-time employee need to discontinue the job sharing arrangement due to a significant change in their personal circumstances, the position will revert to full-time and the second incumbent will return to their original position.
- 12) When the term of the job sharing arrangement expires, both incumbents will revert to their original positions.

Signed this 15th day of March, 2000:

For the School District:

For CUPE Local 716:

_____ *original signed*
S. Morgan
Supervisor – Non-Teaching Personnel

_____ *original signed*
L. Barnes
President

LETTER OF UNDERSTANDING #2

Between

**BOARD OF EDUCATION for SCHOOL DISTRICT No, 38
Richmond School District
"Employer"**

And

**Canadian Union of Public Employees, Local 716
"Union"**

Re: Union Time-Off Article 20, Section 2

The parties agree to the following application and interpretation of Article 20, Section 2.

- 1) The Employer agrees to continue paying 50% of the Union President's wages and benefits based on the following criteria:
 - i) The Union President's rate of pay will not exceed the current highest wage rate in the Collective Agreement.
 - ii) The Union President will make themselves available to attend meetings with the District. This agreement limits the disruption of the work place and reduces the costs of substitution. It is understood that the Union President controls their own schedule but shall endeavour to be available.

- 2) The Employer's obligation with respect to Article 20(2)(b) is limited to paying the Union Executive (to a maximum of 12 people) to attend monthly executive meetings (half day), and during negotiations for days on which the parties meet.

_____ *original signed*

Dan Todd

CUPE National Rep

_____ July 12, 2019

Date

_____ *original signed*

Lori Campion

Senior Manager, Human Resources

_____ July 16, 2019

Date

LETTER OF UNDERSTANDING #3

Between

**BOARD OF EDUCATION for SCHOOL DISTRICT No. 38
Richmond School District
"Employer"**

And

**Canadian Union of Public Employees, Local 716
"Union"**

Re: Broken Tool Replacement

Where an employee required to use their own tools at work loses or breaks their tool in the performance of their job, the Employer shall replace the tool or reimburse the equivalent cost, not to exceed \$50 annually.

original signed

Dan Todd

CUPE National Rep

July 12, 2019
Date

original signed

Lori Campion

Senior Manager, Human Resources

July 19, 2019
Date

LETTER OF UNDERSTANDING #4

Between

**BOARD OF EDUCATION for SCHOOL DISTRICT No. 38
Richmond School District
"Employer"**

And

**Canadian Union of Public Employees, Local 716
"Union"**

Re: Education Assistant Scheduling

NEW Letter of Understanding – Education Assistant Scheduling

Effective the first day of the 2020/2021 school year, the parties agree to use the Service Improvement Allocation (SIA) funds to increase Education Assistants hours by 0.5 each week. The Employer will formalize the hours of work for Education Assistants in accordance with Article 2 of the Collective Agreement.

- 1) As per Letter of Understanding, SIA, all full-time regular Education Assistants hours will be increased by 0.5 of an hour per week effective the first day of school for the 2020/2021 school year.
- 2) Prior to the start of the 2020/2021 school year, the Employer will consult with the Union with respect to the implementation of fixed Education Assistant schedules.
- 3) Commencing September 2020, full-time regular Education Assistants will have a 32.5 hours work week consisting of 31 hours paid by the employer, (one) 1 hour funded through LIF and 0.5 of an hour funded through SIA identified in the Provincial Framework Agreement.
- 4) Education Assistants' hours will be scheduled.
- 5) The Union specifically acknowledges that formalizing and implementing fixed Education Assistant schedules is within management rights of the Employer as exercised in accordance with the Collective Agreement.
- 6) The parties will develop a joint communication plan for the purposes of educating and supporting employees impacted by any scheduling change.

original signed

Dan Todd
CUPE National Rep

September 13, 2019
Date

original signed

Lori Campion
Senior Manager, Human Resources

July 17, 2019
Date

LETTER OF UNDERSTANDING #5

Re: Garden City Modified School Calendar

This Letter of Understanding applies only to the specific situation of CUPE members employed at Garden City Elementary School at the time of its signing and establishes no precedence for future modified calendar staffing processes and is without prejudice to other provisions of the Collective Agreement.

Reassignment

Should a current school term employee not wish to remain at Garden City because of the change to an alternate calendar, the Employer and the Union will facilitate a transfer. If a transfer acceptable to the employee cannot be arranged, the employee may elect to post into another position or be placed on the list of regular unassigned employees. If a suitable placement cannot be made, current CUPE employees at Garden City, without prejudice to the collective agreement provisions concerning the definition of a layoff, shall be given an opportunity to bump less senior employees within their job classifications.

Number of Days of Employment

Education Assistants, Clerical staff and Noon Hour Supervisors at Garden City work the same number of days as they would under a standard school calendar.

Transportation

In the event that student transportation is required during the month of July, "laid off" regular Bus Drivers will be called for that work in accordance with the Collective Agreement (Article 13, Section 5).

Postings

Future vacancies will be posted with information regarding the school year.

Operations Staff Vacation

Operations staff are required to take vacation within the three break periods.

Dated at Richmond this 4th day of March, 2010:

For the School District:

For CUPE Local 716

original signed
D. Kaltenbach
District Administrator – Personnel Services

original signed
J. Kaiser
President – CUPE Local 716

LETTER OF UNDERSTANDING #6

Re: Maintenance Workers Hours



7811 GRANVILLE AVENUE / B.C. / CANADA / V6Y 3E3

TEL: 604-668-6000

March 13th, 2013

Ms. June Kaiser
President CUPE Local 716
PO Box 94383
Richmond BC
V6Y 2A8

Dear Ms. Kaiser,

The Richmond School District and CUPE Local 716 agree to implement a volunteer shift for Maintenance Workers of 8 consecutive hours starting no earlier than 6 am and a volunteer shift of 8 consecutive hours ending no later than 6 pm as the workload necessitates under the following conditions:

- A canvass of the appropriate work group along with a posted expression of interest list will be undertaken 5 working days prior to the assignment to solicit volunteers to work the identified volunteer shift.
- Where the number of volunteers will be restricted selection of volunteers will be based on seniority and the appropriate skill set.
- Employees working the volunteer shift may elect to withdraw from the shift by providing 5 working days' notice to their supervisor.
- Employees working volunteer shifts will not be eligible for overtime payments unless they meet the criteria for overtime payments contained in the provisions of Article 8 Section 2 of the Collective Agreement.
- The parties agree to meet to resolve any issues arising out of the administration of this agreement.

This agreement is without prejudice to the parties, the terms of the Collective Agreement and will not be used or referred to by either party in any grievance, arbitration or other third party hearing between the parties except for the enforcement of the specific terms contained herein.

A handwritten signature in black ink, appearing to read 'Dan Kottbuch', written over a horizontal line.

School District #38 (Richmond)

A handwritten signature in black ink, appearing to be initials 'JK', written over a horizontal line.

CUPE Local 716

“OUR FOCUS IS ON THE LEARNER”

LETTER OF UNDERSTANDING #7

Re: Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement

As contemplated by Appendix D, Paragraph I of the Pay Equity/Gender Neutral Job Evaluation Maintenance Agreement of the Collective Agreement, School District No. 38 (Richmond) and CUPE Local 716 agree to establish a Job Evaluation Review Committee for the purpose of reviewing the job evaluation process contained in Appendix D of the Collective Agreement.

The mandate of the Committee is to research, develop and recommend to the parties a simplified process to evaluate positions covered by this Collective Agreement. This Committee will consist of:

- Three (3) members from the Richmond School District, comprised of: the District Administrator - Support Staff, one serving member of the Joint Job Evaluation Committee (JJEC) representing the School District and one member from the District's Excluded Staff and:
- Three (3) members from CUPE Local 716, comprised of: the President - CUPE Local 716, one serving member of the Joint Job Evaluation Committee representing CUPE Local 716 and one member selected by the Union to represent the members of CUPE Local 716.

Recommendations approved by the Committee will be presented to each party by their representatives for ratification and, if ratified by each of the signatories to this Collective Agreement, the process for implementation will be determined by mutual agreement of the Committee members. Appendix D of the Collective Agreement will be modified accordingly.

Signed this 25th day of February, 2011:

For the School District:

For the Union:

original signed
Don Kaltenbach
District Administrator – Support Staff

original signed
June Kaiser
President – CUPE Local 716

LETTER OF UNDERSTANDING #8

Re: Placement of Post-Secondary Practicum Students

The following shall apply for the confirmation of post-secondary student Practicum placements within the School District that impact upon the jurisdiction of the bargaining unit and the work performed by members of CUPE, Local 716.

Requests from institutions for post-secondary practicum placements in the District shall be received and considered by Non-Teaching Personnel.

If the Board feels these requests can be met within the district, the information will then be forwarded to the Union President (or designate) detailing the type of program, the institution name, the practicum duration dates and other pertinent information. This information shall be forwarded, in writing, in a timely manner. Should the Union have any objections, representatives of the Union and the Board shall meet if necessary to discuss and resolve any questions or concerns the Union may have regarding the placement request.

Practicum placement arrangements shall be made by Non-Teaching Personnel with schools and/or departments and a Confirmation of Post-Secondary Student Practicum form shall be completed and signed by all parties concerned (see attached).

In considering practicum placement requests from institutions, the following criteria must be met:

- i) Students on practicum placement will not replace or displace any regular, temporary, part-time or casual employee. Practicum students shall not be used to supplement the workforce. The assignment of a student to a practicum placement shall not result in the lay-off of any regular, temporary, part-time or casual employee.
- ii) At no time will a student be placed or continue in a workplace during a strike or lockout. If a strike or lockout arises during a practicum placement, the Board will notify the educational institution and the practicum shall be suspended. No student on a practicum placement shall have cause to cross any picket line honoured by CUPE, Local 716.
- iii) Employee participation in a practicum placement shall be voluntary. An employee participating in a practicum placement shall be assigned adequate time with the practicum student without penalty or threat of discipline.
- iv) Employees participating in a practicum placement shall be considered acting in the ordinary course of duty as contemplated by the indemnification clause in the Collective Agreement.
- v) On commencement of a practicum placement, the Board shall provide students with general and job-specific training in the safe performance of

their duties. Appropriate safety equipment shall be provided and/or identified prior to the commencement of a practicum placement.

- vi) Institutions requesting practicum placements shall provide appropriate Workers' Compensation Board coverage for practicum students while placed in the District.
- vii) The student on a practicum placement will be supervised by the employee(s) whose job(s) they are learning. At the end of a practicum placement, the student's workplace supervising employee/mentor may be requested to provide input into the evaluation of the student worker's performance of their duties.
- viii) The hours of work of a student on practicum placement shall be within those of the participating CUPE employee(s).
- ix) Practicum students will be instructed on the importance of respecting confidential information and will not be placed in assignments where they will have unsupervised access to confidential student or employee records.
- x) Upon commencement of a practicum placement, the Union will supply an information package to the student.
- xi) Practicum placements shall not exceed the agreed duration.

Signed this 25th day of March, 2000:

For the School District:

For CUPE Local 716:

original signed
S. Morgan
Supervisor – Non-Teaching Personnel

original signed
L. Barnes
President

LETTER OF UNDERSTANDING #9

Re: Professional Development /Inservice

The Board agrees that professional growth for all employees is desirable throughout their career. It is part of each individual employee's responsibility to seek out and pursue opportunities to grow professionally and since employee growth enhances education, it is part of the Board's responsibility to support professional development within the District as well as outside the District.

Therefore the parties agree to refer this issue to a committee which shall consist of two (2) representatives for the Board and two (2) for the Union and shall meet within thirty (30) days of ratification of the Memorandum of Agreement.

The committee shall consider ways and means of providing staff development opportunities for regular employees at no cost to the Board. Recommendations of the committee shall be subject to ratification by the Board and the Union.

Signed the 25th day of March 2000:

For the School District:

For C.U.P.E. Local 716:

original signed
S. Morgan
Supervisor – Non-Teaching Personnel

original signed
L. Barnes
President

LETTER OF UNDERSTANDING #10

Re: Spul'u'kwuks Modified School Calendar

This Letter of Understanding applies only to the specific situation of CUPE members employed at Spul'u'kwuks Elementary School at the time of its signing and establishes no precedence for future modified calendar staffing processes and is without prejudice to other provisions of the Collective Agreement.

Reassignment

Should a current school term employee not wish to remain at Spul'u'kwuks because of the change to an alternate calendar, the Employer and the Union will facilitate a transfer. If a transfer acceptable to the employee cannot be arranged, the employee may elect to post into another position or be placed on the list of regular unassigned employees. If a suitable placement cannot be made, current CUPE employees at Spul'u'kwuks, without prejudice to the collective agreement provisions concerning the definition of a layoff, shall be given an opportunity to bump less senior employees within their job classifications.

Number of Days of Employment

Education Assistants, Clerical staff and Noon Hour Supervisors at Spul'u'kwuks work the same number of days as they would under a standard school calendar.

Transportation

In the event that student transportation is required during the month of July, "laid off" regular Bus Drivers will be called for that work in accordance with the Collective Agreement (Article 13, Section 5).

Postings

Future vacancies will be posted with information regarding the school year.

Operations Staff Vacation

Operations staff are required to take ten days vacation within the three break periods.

Dated at Richmond this 4th day of May, 2005:

For the School District:

For CUPE Local 716

original signed
S. Morgan
Supervisor – Non-Teaching Personnel

original signed
P. Charles
President

LETTER OF UNDERSTANDING #11

Re: Staff Development /Inservice

The Board of Education recognizes, supports, and encourages all employees in their staff development. In this regard, the Board undertakes to:

- continue to support and facilitate the operation of district committees to identify and organize inservice opportunities for Clerical and Para-Educator staff and for other support staff in Maintenance, Operations and Transportation.
- support and facilitate inservice and professional development activities of all non-teaching staff on district-wide professional development days. In consideration of the scheduling of maintenance and operations work, alternate dates may be selected for inservice and professional development activities for staff in these areas.

Signed the 25th day of March 2000:

For the School District:

For C.U.P.E. Local 716:

original signed
S. Morgan
Supervisor – Non-Teaching Personnel

original signed
L. Barnes
President

LETTER OF UNDERSTANDING #12

Between

**BOARD OF EDUCATION for SCHOOL DISTRICT No. 38
Richmond School District
"Employer"**

And

**Canadian Union of Public Employees, Local 716
"Union"**

Re: Scheduling - SWIS Workers, Cultural Interpreters, Central Registration and International Student Programs

The parties to this Collective Agreement recognize the unique nature of the Settlement Workers in Schools (SWIS) program, Cultural interpreters, the international School Program and the role of Central Registration. The hours for these departments need to be flexible in order for the programs to effectively work for the public and the School District's customers.

Section 1 35 Hour Week

- a) The hours of work for SWIS workers, Cultural interpreters and clerical staff in ISP and Central Registration shall be Monday to Friday inclusive, between the hours of 7:00 am and 5:00 pm, however, with two (2) weeks notice, the hours may be adjusted to 9:00 pm to accommodate the requirements of the department. It is understood the shifts after 5:00 pm will only be used for unique circumstances and will not become a regularly scheduled shift.

Regular hours of work shall be seven (7) consecutive hours per day, exclusive of one (1) hour for lunch, or one-half (0.5) hour for lunch at the employee's request and with the approval of the Supervisor, and thirty-five (35) hours per week.

- b) With two (2) weeks notice, staff may be scheduled to work on the weekend and will be paid at straight time rates providing they do not work more than five (5) days in a week. It is understood work on the weekend will only be used for unique circumstances and will not become a regularly scheduled shift.

Section 2 Overtime

Hours worked in excess of seven (7) in a twenty-four (24) hour period commencing with the start of such shift shall be deemed to be overtime. However, where an employee of the above department works two separate shifts in a twenty-four (24) hour period, and there is a break of at least seven (7) hours between the shifts, the second shift will not be deemed to be overtime. The first four (4) hours overtime in any week shall be paid at the rate of time and one-half (1.5) and all subsequent overtime in that week at the rate of double time. Double time will be paid to all, except casual part-time employees for holidays, exclusive of normal holiday pay the employee is entitled to under Article 18 (Statutory Holidays). For the purpose of computing the overtime rate, the two-weekly salary shall be divided by seventy (70), being the number of working hours in a pay period. It is agreed that casual part-time, substitute or temporary employees will not be called upon to do work that would normally be done by regular employees, except in emergent circumstances.

original signed

Dan Todd
CUPE National Rep

July 12, 2019

Date

original signed

Lori Campion
Senior Manager, Human Resources

July 16, 2019

Date

LETTER OF UNDERSTANDING #13

Re: Work Experience/Job Shadowing/Career Preparation

The following shall apply to the Richmond School Board's program of student placements in Work Experience, Job Shadowing or career Preparation programs to assignments within the operations of the School District that impact upon the jurisdiction of the bargaining unit and work performed by members of CUPE Local 716.

Work Experience placements shall be designed to introduce students to specific work experiences and skills by placing the student in a working environment for a prescribed period of time in order that the student can experience firsthand the demands of the workplace, jobs and skills they will face when entering the work force.

References made to Work Experience shall also include Job Shadowing and Career Preparation.

Requests for student placements shall be forwarded to the Union through the Board (individual teachers and schools may not approach the Union directly).

Placements shall not occur without the express written consent of the Union. Each request shall be considered by the Union's Executive on an individual basis. Requests must be received in a timely manner and must be forwarded, in writing, to the Union's President (or designate).

Criteria:

- 1) Students of Work Experience will not replace or displace any regular, temporary, part-time or casual employee. Work Experience students shall not be used to supplement the work force. The assignment of a student to a Work Experience placement shall not result in the lay-off of any regular, temporary, part-time or casual employees.
- 2) At no time will a student be placed or continue in a workplace during a strike or lockout. If a strike or lockout arises during a Work Experience placement, the Board will notify the educational supervisor and the placement shall be suspended. No student on a Work Experience placement shall have cause to cross any picket line honoured by CUPE Local 716.
- 3) Employee participation in a Work Experience placement shall be voluntary. The employee who is assigned to supervise a student on a Work Experience placement will be provided adequate time with the student without penalty or threat of discipline.
- 4) The indemnification clause in the Collective Agreement shall apply to all employees participating in a Work Experience placement.
- 5) On commencement of a Work Experience placement, the Board shall provide students with general and job-specific training in the safe performance of their

duties. Appropriate safety equipment shall be provided and/or identified prior to the commencement of a Work Experience placement.

- 6) By Order-In-Council, the students, for the purpose of the Workers' Compensation Act are deemed to be "workers" of the Government of the Province of British Columbia. A copy of the Standard Work-Site Agreement is attached.
- 7) The student on a Work Experience placement will be supervised by the employee(s) whose job (s) they are learning. Students designated "Special Needs" by the Board shall be accompanied, as required, by an Educational Assistant. The hours of work of a student on Work Experience shall be within those of the supervising employee(s).
- 8) Students will be instructed on the importance of respecting confidential information and will not be placed in assignments where they will have unsupervised access to confidential student or employee records.
- 9) At the end of a Work Experience placement, the student's workplace supervising employee/mentor will evaluate the student worker in the performance of their duties, on a form provided by the teacher.
- 10) Upon the commencement of Work Experience placement, the Union will supply a union information package to the student.
- 11) Work Experience placements shall not exceed 30 hours for students in Career & Personal Planning, 120 hours for students in Career Preparation programs, or as prescribed for special needs/pre-employment students, without the written agreement of the Union.
- 12) Periodic meetings between the Union and the Board will be held to discuss Work Experience placements within the School District.

Signed this _____ day of May, 1996

For the School District:

For C.U.P.E. Local 716:

original signed
W.S. Morgan
Supervisor – Non-Teaching Personnel

original signed
P. Charles
President

LETTER OF UNDERSTANDING #14

For the duration of the Collective Agreement which expires on June 30, 2010, the following Letter of Understanding shall apply:

Re: Call-outs for Security Runners

Employees designated as Security Runners shall be selected through the posting procedure.

Designations shall continue until the employee resigns.

Re: Maintenance Department – Stand-by Tradespersons

In September of each year, the Maintenance Department will invite tradespersons to express their interest for standby trades work after regular hours.

The department will select an appropriate number of tradespeople by seniority who meet the response criteria to be on standby.

Employees on standby shall be paid a standby allowance in accordance with the Collective Agreement.

Signed this 2nd day of May, 2006:

For the School District:

For CUPE Local 716

original signed
S. Morgan
Supervisor – Non-Teaching Personnel

original signed
J. Kaiser
President

LETTER OF UNDERSTANDING #15

Re: Secondary Seniority Calculation (for the purposes of job posting and shift assignments)

The parties agree to the following:

- 1) During the 2022-2025 round of bargaining, the parties agree that more time is needed to determine if changes should be made to the scheduling of when secondary seniority is calculated for the purposes of job posting and shift assignments.
- 2) The parties agree to set up a joint committee, consisting of an equal number of Employer representatives and an equal number of Union representatives. The purpose of the committee shall be to review the current language in Article 21, Section 3, g) and h) and determine if a change should be made to the current process and if so, what changes should be made.
- 3) The Parties will use Union proposal #25 (from the above round of bargaining) as a guideline.
- 4) The parties agree to set aside \$9000 from the 2022-2025 Local Table Bargaining funds to fund costs arising from any upgrades required by Atrieve to make changes to the current system.
- 5) The parties agree that any changes to be made to the existing Collective Agreement Language will be by mutual agreement of both parties.
 - a. The Parties agree that secondary seniority will be reported quarterly at a minimum, The feasibility of increased reporting will continue to be explored.

LETTER OF UNDERSTANDING #16

Re: Business Assistant Hours

The parties agree to the following:

- The Parties have agreed to allocate a portion of the local table funds provided for the 2022 round of collective bargaining to increase the hours of work of the Business Assistants to thirty-six (36) hours per week.
- Effective July 1, 2023, the regular hours of work for all Business Assistants in the District will increase to thirty-six (36) hours per week and 7.2 hours per day.
- Overtime shall be incurred for any hours worked in excess of 7.2 hours per day in accordance with all other relevant provision of this Agreement.
- This Letter of Understanding may only be terminated by mutual agreement of the Parties.

MEMORANDUM OF AGREEMENT

Re: Implementation of the Four-Hour Minimum Work Day

Applicable to Bus Drivers and Bus Attendants in the Transportation Department

The four-hour daily minimum will be applied retroactively to September 1, 2001.

Bus Drivers:

Part-time Bus Drivers will be assigned additional hours from the following categories and in the order indicated to achieve the four-hour daily minimum:

Bus Driving – i.e.: field trips and/or substituting for absent Bus Drivers in the morning.

Bus Attendant – should no bus driving work be available on any given day, the individuals may be assigned to morning Bus Attendant work.

Other work as assigned including work for the Operations Department appropriate to the qualifications of the individuals involved.

Should no work be available as described above, a minimum of four (4) hours at the Bus Driver rate shall be paid.

Applicable to Rental Custodians

In accordance with Article 7 – I (Four Hour Minimum Workday), Section 2 (c), the parties agree that the four-hour minimum workday applies to Rental Custodians working on Saturdays, Sundays, and statutory holidays. For Rental Custodians working on weekdays (Monday through Friday) a three-hour minimum applies.

Signed this 4th day of April 2002

for School District No. 38 (Richmond):

For CUPE local 716:

original signed

Scott Morgan
Supervisor – Non-Teaching Personnel

original signed

Peter Charles
President

SALARY SCHEDULE A

| Position | 30-Jun-21 | 01-Jul-22 | 01-Jul-23 | 01-Jul-24 |
|---|-----------|--|--|-----------------------------------|
| | - | \$0.25; and 3.24% GWI | 5.5% GWI; plus 1.25% COLA | 2% GWI; plus COLA* |
| Accounting Clerk | \$ 25.27 | \$ 26.35 | \$ 28.13 | \$ 28.69 |
| Accounts Payable Clerk | \$ 24.18 | \$ 25.22 | \$ 26.92 | \$ 27.46 |
| Administration Clerk | \$ 26.83 | \$ 27.96 | \$ 29.84 | \$ 30.44 |
| Administration Assistant - Callboard (Human Resources) + shift differential: Article 7, Section 6 | \$ 25.10 | \$ 26.17 | \$ 27.94 | \$ 28.50 |
| Administrative Assistant - CE (Language/Publishing Support) | \$ 26.58 | \$ 27.70 | \$ 29.57 | \$ 30.16 |
| Administrative Assistant - Central Registration | \$ 27.09 | \$ 28.23 | \$ 30.13 | \$ 30.73 |
| Administrative Assistant - Continuing Education | \$ 25.66 | \$ 26.75 | \$ 28.56 | \$ 29.13 |
| Administrative Assistant - District Administration | \$ 27.66 | \$ 28.81 | \$ 30.76 | \$ 31.37 |
| Administrative Assistant to Executive Director & Richmond Project Team | \$ 26.95 | \$ 28.08 | \$ 29.98 | \$ 30.58 |
| Administrative Assistant - Finance | \$ 27.61 | \$ 28.76 | \$ 30.70 | \$ 31.32 |
| Administrative Assistant - Human Resources | \$ 28.18 | \$ 29.35 | \$ 31.33 | \$ 31.96 |
| Administrative Assistant - Learning Services | \$ 25.66 | \$ 26.75 | \$ 28.56 | \$ 29.13 |
| Administrative Assistant - Richmond Virtual School | \$ 28.09 | \$ 29.26 | \$ 31.23 | \$ 31.86 |
| Administrative Assistant - Schools | \$ 24.56 | \$ 25.61 | \$ 27.34 | \$ 27.89 |
| Administrative Assistant - Station Stretch | \$ 27.78 | \$ 28.94 | \$ 30.89 | \$ 31.51 |
| Administrative Assistant - Student Records | \$ 25.66 | \$ 26.75 | \$ 28.56 | \$ 29.13 |
| Adolescent Mental Health Support Worker | \$ 32.64 | \$ 33.96 | \$ 36.25 | \$ 36.97 |
| Assistant Coordinator-International Short Term Programs | \$ 27.78 | \$ 28.94 | \$ 30.89 | \$ 31.51 |
| Bus Attendant | \$ 23.03 | \$ 24.03 | \$ 25.66 | \$ 26.17 |
| Business Assistant | \$ 30.44 | \$ 31.68 | \$ 33.82 | \$ 34.50 |
| Buyer | \$ 29.75 | \$ 31.01 | \$ 33.11 | \$ 33.77 |
| Career Information Advisor | \$ 26.28 | \$ 27.39 | \$ 29.24 | \$ 29.82 |
| Communications Specialist | \$ 27.41 | \$ 28.56 | \$ 30.13 | \$ 30.73 |
| Cultural Interpreter | \$ 29.33 | \$ 30.54 | \$ 32.60 | \$ 33.25 |
| Early Learning Program Facilitator - Strong Start | \$ 28.35 | \$ 29.53 | \$ 31.52 | \$ 32.15 |
| Education Assistant | \$ 28.91 | \$ 30.10 | \$ 32.14 | \$ 32.78 |
| Education Assistant - Brailist | \$ 29.72 | \$ 30.94 | \$ 33.03 | \$ 33.69 |
| Hearing Resource Education Assistant | \$ 28.91 | \$ 30.10 | \$ 32.14 | \$ 32.78 |
| Education Assistant - Literacy Support | \$ 28.91 | \$ 30.10 | \$ 32.14 | \$ 32.78 |
| Education Assistant - Peer to Peer Support Facilitator | \$ 30.13 | \$ 31.36 | \$ 33.48 | \$ 34.15 |
| Education Assistant - Visual Interpreter (ASL) | \$ 29.60 | \$ 30.82 | \$ 32.90 | \$ 33.56 |

SCHOOL DISTRICT NO. 38 (RICHMOND) AND CUPE LOCAL 716
Collective Agreement 2022-2025

| | | | | |
|--|----------|----------|----------|----------|
| Education Assistant Consultant | \$ 29.47 | \$ 30.68 | \$ 32.75 | \$ 33.41 |
| Elementary Counselling Support Worker | \$ 30.50 | \$ 31.75 | \$ 33.89 | \$ 34.57 |
| Food Services Aide | \$ 26.07 | \$ 27.17 | \$ 29.01 | \$ 29.59 |
| Food Services Baker | \$ 26.98 | \$ 28.11 | \$ 30.01 | \$ 30.61 |
| Food Services Cashier | \$ 25.59 | \$ 26.68 | \$ 28.48 | \$ 29.05 |
| Indigenous Child and Youth Support Worker | \$ 26.85 | \$ 27.98 | \$ 29.87 | \$ 30.46 |
| Kitchen Aide | \$ 21.70 | \$ 22.66 | \$ 24.19 | \$ 24.67 |
| Laboratory Technician | \$ 28.75 | \$ 29.94 | \$ 31.96 | \$ 32.60 |
| Library Technician - Schools | \$ 27.21 | \$ 28.35 | \$ 30.26 | \$ 30.87 |
| Library Technician - Technology and Information Services | \$ 28.19 | \$ 29.36 | \$ 31.34 | \$ 31.97 |
| Multi-Media Technician – District Resource Centre | \$ 28.69 | \$ 29.88 | \$ 31.89 | \$ 32.53 |
| Office Support - Transportation | \$ 26.53 | \$ 27.65 | \$ 29.51 | \$ 30.10 |
| Payroll Coordinator | \$ 31.08 | \$ 32.35 | \$ 34.53 | \$ 35.22 |
| Payroll Supervisor | \$ 31.56 | \$ 32.84 | \$ 35.06 | \$ 35.76 |
| Receptionist | \$ 23.63 | \$ 24.65 | \$ 26.32 | \$ 26.84 |
| Senior Accounts Payable Clerk | \$ 26.40 | \$ 27.51 | \$ 29.37 | \$ 29.96 |
| Senior Administrative Assistant - Continuing Education | \$ 27.53 | \$ 28.68 | \$ 30.62 | \$ 31.23 |
| Senior Administrative Assistant - Elementary | \$ 27.78 | \$ 28.94 | \$ 30.89 | \$ 31.51 |
| Senior Administrative Assistant - Secondary | \$ 28.09 | \$ 29.26 | \$ 31.23 | \$ 31.86 |
| Youth Settlement Worker in Schools (SWIS) - 10 month | \$ 30.40 | \$ 31.64 | \$ 33.78 | \$ 34.45 |
| Youth Settlement Worker in Schools (SWIS) - 12 month | \$ 30.40 | \$ 31.64 | \$ 33.78 | \$ 34.45 |
| Settlement Worker in Schools (SWIS) | \$ 29.33 | \$ 30.54 | \$ 32.60 | \$ 33.25 |
| Youth Support Worker | \$ 31.28 | \$ 32.55 | \$ 34.75 | \$ 35.44 |

| Pending Job Evaluation | | | | |
|--|----------|----------|----------|----------|
| Accounting Supervisor | \$ 30.08 | \$ 31.31 | \$ 33.03 | \$ 33.70 |
| Integrated Child and Youth Peer Support Worker | \$ 25.29 | \$ 26.37 | \$ 28.15 | \$ 28.71 |
| Community-School Coordinator | \$ 30.28 | \$ 31.52 | \$ 33.25 | \$ 33.92 |
| Communications Coordinator | | | \$ 29.40 | \$ 29.99 |
| Communications Coordinator (POPEY) | | \$ 27.54 | \$ 29.40 | \$ 29.99 |

| | | | | | |
|-------------------------------------|-------------|----------|----------|----------|----------|
| Bus Attendant | hourly rate | \$ 23.95 | \$ 24.98 | \$ 26.67 | \$ 27.20 |
| Noon Hour Supervisor | hourly rate | \$ 24.60 | \$ 25.66 | \$ 27.39 | \$ 27.93 |
| Education Assistant Substitute | hourly rate | \$ 28.97 | \$ 30.17 | \$ 32.20 | \$ 32.85 |
| Administrative Assistant Substitute | hourly rate | \$ 26.96 | \$ 28.09 | \$ 29.99 | \$ 30.59 |

SCHOOL DISTRICT NO. 38 (RICHMOND) AND CUPE LOCAL 716
Collective Agreement 2022-2025

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

Note: The hourly rate listed for Casual staff is the rate paid for actual hours worked and includes an allowance for Statutory Holidays.

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

SALARY SCHEDULE B

| Position | 30-Jun-21 | 01-Jul-22 | 01-Jul-23 | 01-Jul-24 |
|--|-----------|--------------------------------|-------------------------------|--------------------------|
| | - | \$0.25; and 3.24% GWI | 5.5% GWI; plus COLA* | 2% GWI; plus COLA* |
| Applications Developer/Database Administrator | 38.42 | \$ 39.92 | \$ 42.62 | \$ 43.47 |
| Assets Coordinator | 27.95 | \$ 29.11 | \$ 31.08 | \$ 31.70 |
| Audio Visual Technician | 29.93 | \$ 31.16 | \$ 33.26 | \$ 33.93 |
| Building Service Worker - Carpet Cleaner | 24.10 | \$ 25.14 | \$ 26.84 | \$ 27.37 |
| Building Service Worker I - Janitor | 23.79 | \$ 24.82 | \$ 26.49 | \$ 27.02 |
| Building Service Worker III - Custodian | 24.35 | \$ 25.40 | \$ 27.11 | \$ 27.65 |
| Early AM Opening Services to Schools (EAOSS) | 24.35 | \$ 25.40 | \$ 27.11 | \$ 27.65 |
| Building Service Worker III - F-T Relief Janitor | 24.35 | \$ 25.40 | \$ 27.11 | \$ 27.65 |
| Building Service Worker III - Sr. Jan. (Sec.) | 24.35 | \$ 25.40 | \$ 27.11 | \$ 27.65 |
| Building Service Worker IV - Engineer | 25.06 | \$ 26.13 | \$ 27.89 | \$ 28.45 |
| Building Technologist | 30.85 | \$ 32.11 | \$ 34.27 | \$ 34.96 |
| Bus Driver | 25.52 | \$ 26.60 | \$ 28.40 | \$ 28.97 |
| Computer Systems Technologist I | 29.63 | \$ 30.85 | \$ 32.93 | \$ 33.59 |
| Computer Systems Technologist II | 34.13 | \$ 35.49 | \$ 37.89 | \$ 38.65 |
| Computer Systems Technologist II - Foreperson | 36.74 | \$ 38.19 | \$ 40.77 | \$ 41.58 |
| Data Installer | 26.02 | \$ 27.12 | \$ 28.95 | \$ 29.53 |
| District Courier | 24.75 | \$ 25.81 | \$ 27.55 | \$ 28.10 |
| Furniture Repairperson | 27.51 | \$ 28.66 | \$ 30.59 | \$ 31.21 |
| Food Services Cook | 27.63 | \$ 28.78 | \$ 30.73 | \$ 31.34 |
| Grounds Service Worker | 26.11 | \$ 27.21 | \$ 29.05 | \$ 29.63 |
| Help Desk Analyst | 30.15 | \$ 31.38 | \$ 33.50 | \$ 34.17 |
| Help Desk Analyst - Foreperson | 36.74 | \$ 38.19 | \$ 40.77 | \$ 41.58 |
| Machine Operator | 27.51 | \$ 28.66 | \$ 30.59 | \$ 31.21 |
| Operations Foreperson | 28.81 | \$ 30.00 | \$ 32.03 | \$ 32.67 |
| Pest Control Technician | 30.84 | \$ 32.10 | \$ 34.26 | \$ 34.95 |
| Security Runner | 24.88 | \$ 25.94 | \$ 27.70 | \$ 28.25 |
| Shipper/Receiver | 25.27 | \$ 26.35 | \$ 28.13 | \$ 28.69 |
| Trades Foreperson** | 38.56 | \$ 40.07 | \$ 42.77 | \$ 43.63 |
| Trades Foreperson - HVAC ** | 40.34 | \$ 41.91 | \$ 44.73 | \$ 45.63 |
| Trades with BC Gov't Certificate ** | 34.77 | \$ 36.15 | \$ 38.60 | \$ 39.37 |
| Trades - Other ** | 34.59 | \$ 35.97 | \$ 38.40 | \$ 39.16 |
| Transportation Coordinator | 30.41 | \$ 31.65 | \$ 33.79 | \$ 34.47 |

SCHOOL DISTRICT NO. 38 (RICHMOND) AND CUPE LOCAL 716
Collective Agreement 2022-2025

| Pending Job Evaluation | | | | |
|-------------------------------|----------|----------|----------|----------|
| Audio Visual Technician II | \$ 32.23 | \$ 33.53 | \$ 35.80 | \$ 36.51 |

Labour Market Adjustment for Tradesperson

\$1.00 per hour recruitment/retention supplementary pay shall be provided to all Tradesperson positions(s) and the related Foreperson position(s). It is understood such pay shall be retroactive to the effective date of this Collective Agreement (July 1, 2022).

| Allowance | 30-Jun-21 | | 01-Jul-22 | | | 01-Jul-23 | | | 01-Jul-24 | | |
|---|-----------|-----------|-----------|-----------|--------|-----------|-----------|--------|-----------|-----------|--------|
| | Hourly | Bi-Weekly | Hourly | Bi-Weekly | Yearly | Hourly | Bi-Weekly | Yearly | Hourly | Bi-Weekly | Yearly |
| Maintenance | | | | | | | | | | | |
| Spray Painters' premium | \$ 0.71 | | \$ 0.71 | | | \$0.71 | | | \$ 0.71 | | |
| Paint Inspector | \$ 1.59 | | \$ 1.59 | | | \$1.59 | | | \$ 1.59 | | |
| Head Tradesman's Allowance | | \$121.54 | | \$121.54 | | | \$ 121.54 | | | \$121.54 | |
| Standby Allowance | | \$100.00 | | \$100.00 | | | \$ 100.00 | | | \$ 100.00 | |
| HVAC "A" Ticket or Electrical FSR Allowance | \$ 1.62 | | \$ 1.62 | | | \$1.62 | | | \$ 1.62 | | |
| A.S.T.T. Certification | | | | | \$ 150 | | | \$ 150 | | | \$ 300 |
| Operations | | | | | | | | | | | |
| Engineers Per Man Supervisor's Allowance | | \$ 8.39 | | \$ 8.39 | | | \$ 8.39 | | | \$ 8.39 | |
| Custodian 18 Rooms + | | \$ 20.45 | | \$ 20.45 | | | \$ 40.90 | | | \$ 40.90 | |
| Solo Custodian | | \$ 12.10 | | \$ 12.10 | | | \$ 24.20 | | | \$ 24.20 | |
| Call Board Operator | | \$ 0.61 | | \$ 0.61 | | | \$ 0.61 | | | \$ 0.61 | |

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

MEMORANDUM OF AGREEMENT
"MoA"

Between

BOARD OF EDUCATION of SCHOOL DISTRICT **NO. 38** (Richmond
School
District)
"Employer"

And

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 716
"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, 2022 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, 2019 - June 30, 2022 Collective Agreement will continue in force and effect until June 30, 2022 except as modified by the following:

Appendix A - 2022 Provincial Framework Agreement

Appendix 8- Local Memorandum of Agreement between the Board of Education of School District No. 38 (Richmond School District) and the Canadian Union of Public Employees, Local 716, dated January 6, 2023 which sets out all other agreed changes to the Collective Agreement.

1. Provincial Framework Agreement

The Provincial Framework Agreement is hereby adopted in entirety to be incorporated into the agreement as indicated. See Appendix A.

2. Items Signed-Off

Items signed-off thus far are hereby adopted. See Appendix A.

3. Classification & Pay Index

Update the pay and classification indices to reflect new rates and/or agreed-to changes. See Appendix A.

4. Article 3, Section 1 Gender Neutral Pronouns -

See attached settlement Document#4

5. Article 3, Section 2 No Discrimination -

See attached settlement Document #5

6. Article 11, Section 2 Hours of Work & Overtime -

See attached settlement Document #6

7. Article 13, Section 3 Standby Allowance (to be signed off Jan 6) -

See attached settlement Document #7

8. Article 14 Hours of Work, Section 5 Inclement

Weather - See attached settlement Document #8

9. Article 16, Section 4 Discretionary Day -

See attached settlement Document #9

10. **Article 17 Annual Vacation Period** -See attached settlement Document#10
11. **Article 18, Section 1 Statutory Holidays** - See attached settlement Document #11
12. **Article 19, Section 5 Sick Leave-** See attached settlement Document #12
13. **Article 19, Section 11 Protective Clothing** - See attached settlement Document #13
14. **Article 19, Section 12 Service Pay-** See attached settlement Document #14
15. **Article 19, Section 13 Other Allowances and Coverage-** See attached settlement Document #15
16. **Article 19, Section 13 f) Education Assistant Practicum Sponsor Premium** - See attached settlement Document #16
17. **Article 19, Section 13 g) Transportation Split Shift Premium** - See attached settlement Document #17
18. **Article 20, Section 5 I) Supplemental Unemployment Benefits on Maternity Leave** - See attached settlement Document #18
19. **Article 20, Section 16 Cultural Leave Days** - See attached settlement Document #19
20. **Article 21, Section 7 Application of Section 6 above** - See attached settlement Document #20
21. **Article 23, Section 2 Travel Allowance** - See attached settlement Document #21

22. **Article 23, Section 8 Meal Allowance** - See attached settlement Document #22
23. **Article 23, Section 11 Courses** - See attached settlement Document #23
24. **Article 23, Section 17 Health & Safety (to be signed off Jan 6)** - See attached settlement Document #24
25. **Article 23, Section 25 Support Staff Professional Development Fund (to be signed off Jan 6)** - See attached settlement Document #25
26. **Article 24, Section 1 Positions** - See attached settlement Document #26
27. **Article 25 Service Improvement Allocation** - See attached settlement Document #27
28. **Labour Market Adjustment for Tradespersons** - See attached settlement Document #28
29. **Letter of Understanding Re: Secondary Seniority Calculation (for the purposes of job posting and shift assignments)** - See attached settlement Document #29
30. **Letter of Understanding Re: Business Assistant Hours** - See attached settlement Document #30
31. **Salary Schedule A and Salary Schedule B (to be signed off Jan 6)** - See attached settlement Document #31
32. **Salary Schedule B-A.S.T.T. Allowance (to be signed**

off Jan 6)- See attached settlement Document #32

**33. Salary Schedule B - Double Custodian 18
Rooms + and Solo Custodian allowances (to be
signed off Jan 6) -** See attached settlement
Document #33

Unless otherwise specified, all monetary items agreed to in this round of bargaining are retroactive to the first day of this agreement (July 1st, 2022).

Ratification

This MoA is subject to ratification by the Board of Education of School District No. 38 (Richmond School District), the British Columbia Public School Employers' Association, and the membership of Canadian Union of Public Employees, Local 716.

Provincial Framework Agreement (“Framework”)

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

1. Term

July 1, 2022 to June 30, 2025

2. Wages Increases

General wage increases as follows:

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

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

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

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

3. Wage Increase Retroactivity

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

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

4. COLA Adjustment

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

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

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

5. Public Sector Wage Increases

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

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

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

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

6. Local Table Bargaining Money

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

**Year
Amount
District Minimum**

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

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

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

7. Provincial Labour Management Committee

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

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

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

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

8. Support Staff Education Committee (SSEC) Structure:

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

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

Mandate:

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

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

Terms of Reference:

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

Funding:

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

9. Safety in the Workplace

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

10. Provincial Joint Health and Safety Taskforce

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

The Provincial Joint Health and Safety Taskforce will:

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

11. Job Evaluation

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

- Review the results of the phase one and phase two pilots and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.

- Gather data from all school districts and match existing job descriptions to the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Develop a methodology to convert points to pay bands - The confirmed method must be supported by current compensation best practices.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

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

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

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

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

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

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

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

Create a maintenance program to support ongoing implementation of the JE plan at a local, regional or provincial level. The maintenance program will include a

process for addressing the wage rates of incumbents in positions which are impacted by implementation of the JE plan.

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

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

12. Committee Funding

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

13. Public Education Benefits Trust

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

14. Benefits

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

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

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

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

15. Production of Local Collective Agreements

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

16. Demographic, Classification and Wage Information

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

17. Unpaid Work

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

18. Education Assistant Credential Standardization

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

19. Provincial Framework Bargaining 2025

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

20. Provincial Dispute resolution

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

21. Funding

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

22. Employee Support Grant

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

23. Adoption of the Provincial Framework Agreement

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

Dated this 15th day of September, 2022.

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

**K-12 Presidents' Council and
Support Staff Unions**

"Paul Simpson"

"Justin Schmid"

"Kirsten Daub"

"Jeff Virtanen"

"Gray Boisvert"

"Tammy Carter"

"Michelle Bennett"

"Patti Pocha"

"Denise Bullock"

"David Bollen"

"Monica Brady"

"Warren Williams"

"Tim DeVivo"

"Jane Massy"

"Amber Leonard"

"Jason Franklin"

**BC Public School Employers'
Association**

"Leanne Bowes"

"Bruce Anderson"

"Alan Chell"

"Kyle Uno"

"Tammy Sowinsky"

"Rae Yu"

"Richard Per"

"Ken Dawson"

"Nancy Brennan"

"Eric Harvey"

"Alex Dounce"

”Christina Forsyth”

”Tammy Murphy”

“Jeannette Beauvillier”

“Daun Frederickson”

”Tracey O’Hara”

”Katarina DiSimo”

Provincial Framework Agreement – Appendix A

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

1. The ESG will be available provided that:
 - a. A board and local union have a collective agreement which has been ratified by both parties no later than January 25, 2023 and,
 - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
 - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
 - b. The residual 25% of the employees’ base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled

hours for which the employee has not otherwise been paid as a result of strike or lockout.

5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on 15th September, 2022 by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Paul Simpson

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