

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION**

**OF**

**SCHOOL DISTRICT NO. 39 (VANCOUVER)**

**AND**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 963**

**2022 JULY 01 to 2025 JUNE 30**

## TABLE OF CONTENTS

Article	Page
1. <u>TERM OF AGREEMENT</u>	1
2. <u>DEFINITIONS AND COVERAGE BENEFITS</u>	2
(A) Permanent Employee	2
(B) Probationary Employee	2
(C) Termination During Probationary Period	2
(1) Suitability	2
(2) Commencement of Benefits Based on Length of Service	2
(3) Promotion While on Probation	2
(D) Notification of Retirement	3
3. <u>UNION SECURITY</u>	3
4. <u>GRIEVANCE PROCEDURE</u>	3
(A) - (B) Stage 1 – Stage 2	3
(C) - (E) Stage 3 – Arbitration	4
(F) Expedited Grievance	4
(G) Right to Representation	4
(H) Dismissal	4
5. <u>APPLICATION OF WAGE RATE SCHEDULE</u>	5
(A) Bank Deposit of Salary	5
(B) T4 Slips	5
6. <u>VACATIONS</u>	5
7. <u>STATUTORY HOLIDAYS</u>	7
8. <u>ABSENCE FROM DUTY</u>	7
(A) For Illness	8
(B) For Illness of Immediate Family Member	8
(C) For Accident Covered by Workers' Compensation	8
(D) Disabilities Not Covered by Worker's Compensation	8
(E) For Compulsory Quarantine	8

TABLE OF CONTENTS

Article	Page
(F) For Bereavement	9
(G) For Maternity Leave	9
(H) Parental Leave	10
(I) For Union Business	10
(J) For Public Affairs	11
(K) For Jury Duty/Crown Witness	11
(L) For Education Purposes	11
(M) Personal Leave of Absence	12
(N) Medical and Dental Appointments	12
(O) Absences from Duty – <i>Employment Standards Act</i>	12
(P) Cultural Leave for Indigenous Employees	13
9. <u>BENEFITS</u>	13
(A) Municipal Pension Plan	13
(B) Health Insurance	13
(C) Eyeglass Option	13
(D) Hearing Aid Option	13
(E) Group Life Insurance	14
(F) Death Benefit	14
(G) Gratuity Plan	14
(1) Accumulation	14
(2) Payment of Gratuity	15
(H) Dental Plan	15
(I) PEBT/LTD Benefits	16
(J) Retirement Seminar	16
(K) Advancement Fund	16
(L) Mileage Allowance	16

## TABLE OF CONTENTS

Article	Page
(M) Deferred Savings	16
(N) Vehicle Vandalism Coverage	17
(O) Transit Reimbursement	17
10. <u>GENERAL PROVISIONS</u>	17
(A) Personnel Files	17
(1) Complaints	17
(2) Access to Personnel File	17
(3) Discipline	17
(4) Notices	18
(5) Certifications	18
(B) Changes	18
(1) General Changes	18
(2) Present Conditions and Benefits	18
(3) Technological Change	18
(a) Definition	18
(b) Advance Notice and Disclosure	19
(c) Job and Income Protection	19
(d) Retraining and Transfer	19
(C) Labour Management Committee	20
(D) Picket Lines	20
(E) Classification Manual	20
(F) Vancouver School Board Courses	20
(G) Employee and Family Assistance Program	21
(H) Layoff / Severance	21
(1) Preamble	21
(2) Notice	22
(3) Process	22

TABLE OF CONTENTS

Article	Page
(4) Severance	22
War and Peace Keeping Service Vacation Entitlement	23
11. <u>ENGINEER CUSTODIAL STAFF</u>	24
(A) Working Conditions	24
(1) Duties and Required Training Qualifications	24
(a) Building Engineer; Head Custodian	24
(b) Maintenance Engineer	25
(c) Assistant Building Engineer III	25
(d) Assistant Building Engineer II	25
(e) Assistant Building Engineer I	26
(f) Assistant Head Custodian	27
(g) Custodian	27
(h) Steady Part-Time Custodian	27
(i) Temporary Custodian	28
(j) Qualifications and Job Posting	28
(2) Hours of Work	28
(a) Normal Work Week	28
(b) Shifts Less than Four (4) Hours	28
(c) When Schools are in Session	28
(d) When Schools are not in Session	30
(e) Night Shift	30
(f) Interval Between Shifts	30
(g) Exceptions	30
(h) Overtime	31
(i) Split Work Week	33
(B) Allocation of Work	33

## TABLE OF CONTENTS

Article		Page
	(1) Allotment of Staff to Schools	33
	(a) Schools up to 45,500 Square Feet Floor Area	33
	(b) Schools over 45,500 and Up to 90,000 Square Feet Floor Area	33
	(c) Schools Over 90,000 Square Feet and Under 150,000 Square Feet Area	34
	(d) Schools Over 150,000 Square Feet Floor Area	34
	(e) Outside classrooms	34
	(f) When schools are not in session	34
	(2) Distribution of Work	34
	(3) Assignment of Staff	35
	(a) Seniority	35
	(b) Notification of Vacancies	37
	(c) Relief of Absences	37
	(d) Lead Hand 1	37
	(e) Lead Hand 2	37
	(4) Adjustments	37
(C)	Application of Wage Rate Schedule	38
	(1) Area Basis of Building Engineers' Salaries	38
	(2) Promotions	38
	(3) Transfers	38
	(4) Salary While Relieving	39
	(5) Shift Differential	39
	(6) Permanent Relief Employees	40
	(7) Travelling Time	40
	(8) Operations Market Adjustment	40
	(9) Special Salary Categories	40
	(10) Sunday Bonus	41

## TABLE OF CONTENTS

Article	Page
(D) General Provisions	41
(1) Employee Training	41
(2) Clothing and Footwear Allowances	41
(3) Changes	42
(4) Joint Training Committee	42
Repairs (Minor) And Incidentals Done By The Engineer	43
Letter of Understanding - Work Assignments Dispute Resolution	45
12. <u>BRITANNIA COMMUNITY SERVICES CENTRE</u>	50
(A) Working Conditions	50
(1) Duties and Required Training and Qualifications	50
(a) Building Engineer	50
(b) Senior Assistant Building Engineer	50
(c) Assistant Building Engineer	50
(2) Hours of Work	50
(3) Absence	51
(4) Vacancies	51
(5) Relationship Between Employees	52
(B) Allocation of Work	52
(1) Allotment of Staff to Schools	52
(2) Distribution of Work	52
(C) Application of Wage Rate Schedule	53
(1) Shift Differential	53
(2) Consolidated Allowance	53
13. <u>CAFETERIA TEACHERS' AIDES/FOOD SERVICE WORKERS</u>	53
(A) Definitions and Coverage for Benefits	53
(1) Permanent Employee	53

## TABLE OF CONTENTS

Article	Page
(2) Temporary Employee	54
(B) Working Conditions	54
(1) Hours and Days of Work	54
(2) Overtime	54
(3) Cafeteria Hosting Programs	54
(4) Minimum Shifts	54
(5) Banking	55
(6) Cafeteria Market Adjustment	55
(C) Allowances	55
(1) Lead Hand	55
(2) Lead Hand 2 Commissary Kitchen	55
(3) Shift Differential	55
(D) Employee Benefits	55
(1) General (Statutory) Holidays	55
(2) Payout of Annual Vacation	56
(E) General Provisions	56
(1) Seniority	56
(2) Temporary Employee's Seniority – Cafeteria Workers	56
(3) Notification of Vacancies	57
(4) Clothing Allowance	57
(5) Uniforms	57
(6) Classification Changes	57
(7) Notification to Union	57
(8) Employee Training/Certificates	57
(9) Vehicle Vandalism Coverage	58
14. <u>SCHOOL LUNCH PROGRAM</u>	58



## TABLE OF CONTENTS

Article	Page
(A) Hours and Days of Work	58
(B) Staffing	58
(C) Review Committee	59
(D) Overtime	59
(E) Staff Meetings	59
(F) Banking	59
15. <u>SIGNATURE PAGE</u>	60
Letter of Understanding #1 – Clarification of Overtime	61
Letter of Understanding #2 – Liability	62
Letter of Understanding #3 – Firing Time Program	63
Summary of Wage Rates	64
Annual Vacation Entitlement	76
APPENDIX A – Supervision Aides	77
1. Application	77
2. Term	77
3. Definition of Duties	77
4. Continuity of Employment and Transfer	77
5. Temporary Supervision Aide	77
6. Days of Work	77
7. Grievance Procedure	78
8. Union Security	79
9. Technological Change	80
10. Annual Vacation	80
11. Statutory Holidays	80
12. Sick Leave	80
13. Parental Leave	81

## TABLE OF CONTENTS

Article	Page
14. Gratuity Plan	81
15. Bereavement Leave	82
16. Compulsory Quarantine	82
17. Cultural Leave for Indigenous Employees	82
18. Leave of Absence for Union Business	82
19. Bi-Weekly Salary	82
20. Wage Rates and Hours of Work	83
21. (A) Clothing Allowance	83
(B) Footwear Allowance	83
22. Leave of Absence Without Pay	84
23. Absence from Duty – <i>Employment Standards Act</i>	84
24. Layoff / Severance	84
25. Transit Reimbursement	85
26. Vehicle Vandalism Coverage	86
27. Group Life Insurance	86
28. Collective Agreements	86
29. Personnel Files	86
30. Temporary Employee Service Accrual	86
APPENDIX B – Grievance Form	87
APPENDIX C – Self-Funded Leave of Absence plan	88
APPENDIX D – Memorandum of Agreement BCPSEA/IUOE Local 963	94
MOA APPENDIX A – Provincial Framework Agreement	96
Letter of Understanding – Training Allowance Fund	108
Letter of Understanding – Duties and Required Training and Qualifications	109
Letter of Understanding – Dispatch for Temporary Operations Staff	110
Index	112

THIS AGREEMENT, effective A.D. 2022 the first day of July

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

OF THE FIRST PART

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

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

OF THE SECOND PART

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

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

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

1. TERM OF AGREEMENT

This Agreement shall be for a term three (3) years from 2022 July 1 to 2025 June 30 both dates inclusive.

(A) Section 50 of the Labour Relations Code

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

(B) Salary Increase

General wage increases as follows:

**Effective July 01, 2022: \$0.25 per hour wage increase plus an additional 3.24%**

**Effective July 01, 2023: 5.5% and up to 1.25% COLA adjustment**

**Effective July 01, 2024: 2.0% and up to 1.0% COLA adjustment**

## 2. DEFINITIONS AND COVERAGE FOR BENEFITS

The following definitions shall apply in this Agreement:

(A) Permanent Employee

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

(B) Probationary Employee

An employee working full time who is engaged for a trial period of not less than six (6) working months for twelve (12) month employees and three (3) working months for ten (10) month employees to determine suitability for a position which is expected to be continuous. They shall not be placed on the permanent staff until the appointment **has been recommended by Operations**. Such an employee shall receive sixteen per cent (16%) of basic pay in lieu of all Benefits, except statutory entitlements.

(C) Termination During Probationary Period

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

(1) Suitability

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

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

(2) Commencement of Benefits Based on Length of Service

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

(3) Promotion While on Probation

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

2. DEFINITIONS AND COVERAGE FOR BENEFITS – Continued

(D) Notification of Retirement

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

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

3. UNION SECURITY

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

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

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

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

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

4. GRIEVANCE PROCEDURE

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

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

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

4. GRIEVANCE PROCEDURE – Continued

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

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

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

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

(F) Expedited Grievance

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

(G) Right to Representation

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

(H) Dismissal

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

5. APPLICATION OF WAGE RATE SCHEDULE

(A) Bank Deposit of Salary

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

(B) T4 Slips

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

6. VACATIONS

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

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

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

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

6. VACATIONS – Continued

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

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

Retirement Bonus

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

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

Vacation Bonus

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

Years of Service by December 31 in any Calendar Year		
Years	Bonus	Day(s)
Five (5)	0.4%	1
Ten (10)	0.8%	2
Fifteen (15)	1.2%	3
Twenty (20)	1.6%	4
Twenty-Five (25)	2.0%	5
Thirty (30)	2.4%	6
Thirty-Five (35)	2.8%	7
Forty (40)	3.2%	8
<b>Forty-five (45)</b>	<b>3.6%</b>	<b>9</b>

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



7. STATUTORY HOLIDAYS

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

New Year's Day	Labour Day
Family Day	<b><u>National Day for Truth and Reconciliation</u></b>
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day and Queen's Birthday	Christmas Day
Canada Day	Boxing Day
B.C. Day	

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

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

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

8. ABSENCE FROM DUTY

(A) For Illness

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

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

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

Any employee absent because of illness may be required to produce a certificate, **note or other form of reasonable sufficient proof** from a duly qualified medical practitioner licensed to practise in the Province of British Columbia, certifying that such employee is unable to carry out their duties due to illness **and in such instances, upon ratification of the 2022-2025 Collective Agreement, the Board will reimburse the employee up to \$100 for each required certificate.**

8. ABSENCE FROM DUTY

(A) For Illness – Continued

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

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

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

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

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

(C) For Accident Covered by Workers' Compensation

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

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

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

(D) Disabilities Not Covered by Workers' Compensation

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

(E) For Compulsory Quarantine

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

8. ABSENCE FROM DUTY – Continued

(F) For Bereavement

- (1) Emergency leave in the case of the death of an employee's spouse, common-law spouse, child, ward, sibling, parent, sibling-in-law, guardian or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent, may be granted without loss of pay for a period not to exceed three (3) working days, provided that such leave without loss of pay shall not be granted during an employee's first six (6) months of service.
- (2) Any employee who qualified for emergency leave without loss of pay under Clause (1) herein, and who is required both to attend to the affairs connected with the funeral and to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (3) Requests for leave under Clauses (1) and (2) herein shall be submitted to the Operations Manager, or Human Resources Manager in the case of Cafeteria Teachers' Aides/Food Service Workers, who will determine and approve the number of days required in each case.
- (4) An employee who qualifies for emergency leave without loss of pay under Clause (1) herein may be granted such leave when on annual vacation if approved by the Human Resources Manager. An employee who is absent on sick leave, with or without pay, or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (5) Upon application to the Human Resources Manager, an employee may be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause (1) herein.

(G) Maternity Leave

- (1) Maternity Leave shall be granted in accordance with the **Employment Standards Act**.
- (2) A pregnant employee who elects to request Maternity Leave shall provide the Human Resources Manager with a medical certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three (3) months prior to the estimated date of birth. Medical certificates are available from the Human Resources Division.
- (3) An employee who has been granted Maternity Leave shall notify Human Resources at least four (4) weeks before the employee intends to return to work.
- (4) Requests to return to work after a period shorter than six (6) weeks must be given in writing to the Board at least one (1) week before the date the employee indicates they intend to return to work with a certificate from a medical practitioner stating that the employee is able to resume work.

8. ABSENCE FROM DUTY

(G) For Maternity Leave – Continued

- (5) Where Maternity Leave is taken, the Board shall pay both the employee's share and the Board's share of the cost of premiums for all Benefits except the Municipal Pension Plan to which the employee is entitled for each month of said leave. The Board shall continue to pay its share of Municipal Pension Plan contributions provided the employee elects to continue to pay their share of contributions. Maternity Leave is considered service for the purpose of earning vacation, vacation pay, pension, medical or other plan beneficial to the employee.
- (6) An employee on Maternity Leave shall not be entitled to sick leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.
- (7) An employee who has notified the Board of their intention to return to work and on the date agreed between the employee and the Board for the commencement of work is ill and unable to return to work, shall be entitled to be paid sick leave Benefits provided that the employee has sufficient sick leave credits and produces a disability certificate duly completed by her attending physician to the Board. Sick leave paid under these circumstances shall not be regarded as Maternity Leave or as an extension of it.
- (8) The Board agrees to enter into a Supplemental Unemployment Benefit (S.U.B.) Plan agreement with the Employment Insurance commission in respect of maternity payments.
- (9) Where such an agreement is approved, and a pregnant employee takes maternity leave pursuant to clauses (1) through (8) above, and as applicable, the Board shall pay ninety-five per cent (95%) of the employee's current bi-weekly salary for the first two (2) weeks of leave, and where the employee is eligible to receive E.I. Maternity benefits, the difference between ninety-five percent (95%) of their current bi-weekly salary and the amount of E.I. Benefits received by the employee for a further fifteen (15) weeks.

(H) Parental Leave

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

(I) For Union Business

- (1) The Board agrees that where permission has been granted for representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board or with respect to a grievance, they shall continue to receive their normal pay and Benefits. The Board shall pay for six (6) representatives to attend negotiations.
- (2) The Board may grant leave of absence without pay to an employee who is authorized by the Union to be absent for Union business provided that this authority and request is made in writing and provides adequate notice to obtain a substitute. On such leave of absence authorized by the Union, the employee shall continue to receive normal pay and Benefits and the Board shall invoice the Union for the total cost without a service charge.

8. ABSENCE FROM DUTY

(I) For Union Business – Continued

- (3) The Board may grant leave of absence without pay to an employee requesting leave upon election to a full-time Union position, or upon appointment to a Union office for a definite period of time, such request to be in writing, and any employees granted such leave will continue to accumulate seniority for purposes of Article 11. (B)(3)(a) only. Upon their return from the leave, the employee will return to the staff with at least the same title but not necessarily at the same level which they held at the time the leave was granted.
- (4) Whenever representatives of the Union and the Board meet in the presence of a third party for conciliation, mediation, arbitration or at the invitation of an officer of the Ministry of Labour, at a Labour Relations Board investigation or hearing, the total costs of each of the parties shall be the responsibility of that party, except that the cost of an arbitrator appointed jointly by the parties shall be shared equally. Other conditions may be arranged by mutual agreement prior to any such occasion.

(J) For Public Affairs

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

(K) For Jury Duty/Crown Witness

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

(L) For Education Purposes

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

8. ABSENCE FROM DUTY – Continued

(M) Personal Leave of Absence

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

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

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

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

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

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

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

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

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

(N) Medical and Dental Appointments

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

(O) Absence from Duty – *Employment Standards Act*

Employees are entitled to additional Leaves in accordance with the current provisions of the *Employment Standards Act*, **including Illness or Injury Leave.**

8. ABSENCE FROM DUTY – Continued

**(P) Cultural Leave for Indigenous Employees**

- (1) **Effective July 01, 2022, an Indigenous employee is 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) **This leave shall be accessible for any event or activity of significance to any Indigenous nation.**
- (3) **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.**

9. BENEFITS

**(A) Municipal Pension Plan**

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

**(B) Health Insurance**

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

**(C) Eyeglass Option**

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

**(D) Hearing Aid Option**

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

9. BENEFITS – Continued

(E) Group Life Insurance

Each employee who is entitled to full Benefits as a permanent employee shall be covered by Group Life Insurance to the sum of one hundred thousand dollars (\$100,000) with the full cost paid by the Board until they attain age seventy (70).

(F) Death Benefit

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

(G) Gratuity Plan

(1) Accumulation

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

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

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

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

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

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



9. BENEFITS

(G) Gratuity Plan – Continued

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

(a) In Payment:

- (1) Upon retirement on or after attaining minimum retirement age, or
- (2) Upon retirement with permanent disability, or
- (3) Upon leaving the Board's employ after the completion of ten (10) or more years of service.
- (4) Paid out at the written request of the employee **through employee Self Service. Payment shall be processed on the pay date proceeding receipt of the request.**

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

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

**Gratuity days earned after July 1, 2022, shall be placed in a bank to be used per Article 14 B (1) and (2) above within thirty-six (36) months. All unused gratuity days earned after July 1, 2022 that are older than thirty-six (36) months will be paid during the first pay period in January. Gratuity days earned before July 1, 2022 are not subject to an automatic pay out after thirty-six (36) months.**

(H) Dental Plan

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

- (1) All new employees must join as a condition of employment unless covered by another dental plan, when appointed as permanent full-time
- (2) If an employee wishes to enrol their common-law spouse in the Dental Plan, it shall be in accordance with plan carrier terms at the time of the qualification.
- (3) Steady Part-Time Custodians may participate in the group Dental Plan provided they pay one hundred per cent (100%) of the premiums.
- (4) The following Benefits shall be provided:
  - (a) Plan "A" Dental Services paying for eighty per cent (80%) of the approved schedule of fees.
  - (b) Plan "B" Prosthetics, crowns and bridges paying for fifty per cent (50%) of the approved schedule of fees.

9. BENEFITS

(H) Dental Plan – Continued

(c) Plan "C" Orthodontics paying for fifty per cent (50%) of the approved schedule of fees with no lifetime limit.

(5) Dependent children, as defined in the Income Tax Act, who are over the legal age for coverage in the plan may, at the employee's discretion, maintain coverage with the approval of the carrier.

(I) PEBT/LTD Benefits

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

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

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

(J) Retirement Seminar

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

(K) Advancement Fund

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

(L) Mileage Allowance

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

(M) Deferred Savings

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

9. BENEFITS

**(N)** Vehicle Vandalism Coverage

Vehicle vandalism coverage shall be provided upon the provision of the Vehicle Vandalism Compensation Declaration of the Claimant; proof that the vandalism occurred on the property of the Vancouver School Board; and a certificate or receipt from the I.C.B.C., garage, or auto-body shop documenting that repairs have been done and the deductible amount has been made on such a claim. The Board shall refund the impacted employee one hundred per cent (100%) of the claim up to the deductible amount stipulated by the employee's I.C.B.C. comprehensive option, to a maximum of four hundred dollars (\$400.00). Collision and hit and run claims will not be reimbursed.

**(O)** Transit Reimbursement

A fund capped at \$10,500 per calendar year shall be available for all IUOE Casual (On Call) Operations staff/Steady Part Time staff, Supervision Aides (Permanent and On Call), Cafeteria staff (On Call) to access one (1) one hundred dollar (\$100.00) per calendar year reimbursement for the purpose of offsetting the cost of a monthly transit pass. Applications will be processed on a first-come, first-served basis, and will require sufficient proof of purchase of a monthly transit pass, until the fund is depleted in any calendar year.

10. GENERAL PROVISIONS

**(A)** Personnel Files

**(1)** Complaints

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

**(2)** Access to Personnel File

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

**(3)** Discipline

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

10. GENERAL PROVISIONS

(A) Personnel Files – Continued

(4) Notices

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

(5) Certifications

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

(B) Changes

(1) General Changes

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

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

(2) Present Conditions and Benefits

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

(3) Technological Change

(a) Definition

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

10. GENERAL PROVISIONS

(B) Changes

(3) Technological Change - Continued

(b) Advance Notice and Disclosure

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

(c) Job and Income Protection

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

(d) Retraining and Transfer

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

10. GENERAL PROVISIONS – Continued

(C) Labour Management Committee

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

(D) Picket Lines

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

(E) Classification Manual

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

(F) Vancouver School Board Courses

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

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

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

10. GENERAL PROVISIONS

(F) Vancouver School Board Courses – Continued

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

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

(G) Employee and Family Assistance Program

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

(H) Layoff / Severance

1. Preamble

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

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

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

10. GENERAL PROVISIONS

(H) Layoff / Severance

1. Preamble - Continued

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

2. Notice

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

0-12 months seniority	Two (2) weeks' notice
12 months seniority and over	One (1) additional weeks' notice for each year of seniority to a maximum of three (3) months.

3. Process

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

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

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

4. Severance

Severance pay will be as follows:

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

(I)

Collective Agreements

**One copy of the collective agreement will be sent to each site's Operations staff, Cafeteria staff, and Supervision Aides, as applicable. The collective agreement will be available on the Vancouver School Board website.**



ADDENDUM TO 1993 - 1995 COLLECTIVE AGREEMENT

VACATION ENTITLEMENT

1. War and Peacekeeping Service:

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

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

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(1) Duties and Required Training and Qualifications

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

(a) Building Engineer; Head Custodian

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

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

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

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

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

Building Engineer:

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

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

Head Custodian:

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

All schools hot water heated, forced air heated, under 50,000 sq. ft. and all annexes (excluding portables) shall be designated as Head Custodian schools. All schools over 50,000 sq. ft. (excluding portables) shall be designated as Building Engineer schools.

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(1) Duties and Required Training and Qualifications

(a) Building Engineer; Head Custodian – Continued

Effective July 01, 2019, the Board will create a new Head Custodian category, HC4, which will have a pay rate the same as BE3 and will eliminate rate HC1. Schools currently between 42,001 and 50,000 square feet will be listed as Head Custodian schools, except for those sites requiring a power engineering certificate as per the *Power Engineers and Boiler and Pressure Vessel Safety Act*, which remain as Building Engineer schools **and will be paid the BE4 rate, effective July 01, 2022.**

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

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

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

(b) Maintenance Engineer

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

(c) Assistant Building Engineer III

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

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

(d) Assistant Building Engineer II

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

Required Heating Certificate: Class "A" (former Boiler and Pressure Vessel Act) or 4<sup>th</sup> **Class Power Engineer Certificate** or higher.

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

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(1) Duties and Required Training and Qualifications

(d) Assistant Building Engineer II – Continued

**Notwithstanding the qualification requirement set out above, the parties agree that if no applicant with the required qualifications applies for a posted ABE II position, the employer may award the position to an applicant with a 5<sup>th</sup> Class Power Engineer Certificate, on the following conditions only:**

- a. **As a condition of being awarded the position, the applicant must commit in writing to obtaining their 4<sup>th</sup> Class Power Engineer Certificate as soon as possible after starting in the ABE II position.**
- b. **If the applicant does not obtain a 4<sup>th</sup> Class Power Engineer Certificate within two (2) years of their appointment as an ABE II, they will immediately, on the two (2) year anniversary of their appointment to the ABE II position, revert to their former position and will not be permitted to apply to another ABE II position for a period of two (2) years from the date they reverted to their former position.**
- c. **Until the applicant obtains a 4<sup>th</sup> Class Power Engineer Certificate they may not apply for any higher rated posted position.**

(e) Assistant Building Engineer I

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

Required Heating Certificate: Class "B" (former Boiler and Pressure Vessel Act) or Boiler Operator (1982 Act) **5<sup>th</sup> Class Power Engineer Certificate** or higher.

**Notwithstanding the qualification requirement set out above, the parties agree that if no applicant with the required qualifications applies for a posted ABE I position, the employer may, after three (3) postings, award the position to an application with a 5<sup>th</sup> Class Power Engineering Program Certificate, on the following conditions only:**

- a. **As a condition of being awarded the position, the applicant must commit in writing to obtaining their 5<sup>th</sup> Class Power Engineer Certificate and the necessary firing time as soon as possible after starting in the ABE I position.**
- b. **If the applicant does not obtain a 5<sup>th</sup> Class Power Engineer Certificate and the necessary firing time within three (3) years of their appointment as an ABE I, they will immediately, on the three (3) year anniversary of their appointment to the ABE I position, revert to their former position and will not be permitted to apply to another ABE I position for a period of two (2) years from the date they reverted to their former position.**

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(1) Duties and Required Training and Qualifications – Continued

(f) Assistant Head Custodian

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

Required Heating Certificate: 5<sup>th</sup> Class Power Engineering Program Certificate or higher.

(g) Custodian

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

(h) Steady Part-Time Custodian

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

Employees in this classification are entitled to Extended Health Benefit Coverage upon ratification of the 2022-2025 Collective Agreement in the same manner as full-time members per Article 9(b), statutory holidays, annual vacations, leave for bereavement and compulsory quarantine and sick leave provided by the Agreement on a pro-rata basis, but no other Benefits. The salary for such employees is based on the regular bi-weekly salary for Custodians pro-rated by the number of hours worked. Where the hours worked may be different on any or each day of the week, then the total hours of work in the week shall be averaged to produce the value for a statutory holiday. Employees who are required to work five (5) continuous hours or more in a day shall take a lunch break of one-half (1/2) hour in their own time.

Summer Employment:

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

Statutory Holidays:

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

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(1) Duties and Required Training and Qualifications – Continued

(i) Temporary Custodian

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

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

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

Effective July 1, 2022 a temporary employee shall receive sixteen per cent (16%) in lieu of all Benefits including statutory entitlement.

(j) Qualifications and Job Posting

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

(2) Hours of Work

- (a) The normal work week for employees covered by this Agreement shall be in five (5) successive days from Monday to Saturday. The work week shall begin at 23:01 hours Sunday (except: see (A)(1)(d) above).
- (b) Employees shall not be required to work shifts of less than four (4) hours in length and the employer shall not schedule shifts of less than four (4) hours per day.
- (c) When schools are in session the regular hours of work shall be based on its regular custodial establishment as follows:
  - (1) Schools which have a regular establishment of Building Engineer, an Assistant Building Engineer on the day shift and another on the afternoon shift shall have the following regular hours of work:

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

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(2) Hours of Work – Continued

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

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

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

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

and if so:

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

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

and if so:

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

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

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

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

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

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(2) Hours of Work – Continued

- (4) Custodians on the day shift shall normally work seven and one-half (7 1/2) hours within eight (8) consecutive hours between 07:30 hours and 15:30 hours with a one-half (1/2) hour period which is not included as work time.
  - (5) Custodians on the afternoon shift shall normally work seven and one-half (7 1/2) hours within eight (8) consecutive hours between 15:00 hours and 23:00 hours with a one-half (1/2) hour period which is not included as work time.
  - (6) The time allocated to Custodians as a lunch period shall be at the discretion of the Building Engineer or Head Custodian in each school, and they shall post the times in a suitable place.
  - (7) The hours of work for Maintenance Engineers shall be seven and one-half (7 1/2) hours per day within eight (8) continuous hours and may vary depending on the requirement of the work load. In the event that a Maintenance Engineer is required to work shifts, the shift work premium contained in this Agreement shall apply.
- (d) When schools are not in session the regular hours of work shall be based on the operational requirements of the particular school or building as follows:
- The hours of work shall be from seven and one-half (7 1/2) hours within eight (8) consecutive hours between 07:00 and 16:35 hours.
- To accommodate childcare the hours of work may be extended until 18:35.
- (e) Employees on night shift shall work seven and one-half (7 1/2) hours within eight (8) consecutive hours between 22:30 hours and 07:00 hours with one-half (1/2) hour for lunch taken in their own time.
  - (f) There shall be twenty-four (24) hours between the beginning of a regular shift and the beginning of the next regular shift. Notice of change of a regular shift shall be at least twenty-four (24) hours.
- (g) Exceptions:
- (1) Temporary changes to a regular shift may be necessary for relief purposes or emergencies where notification to the Operations Department of such requirement makes it impossible to give twenty-four (24) hours notice.
  - (2) A Building Engineer may, after prior consultation and permission of the Operations Manager, exchange shifts with an Assistant Building Engineer for limited periods for the purpose of improving the operational efficiency of the school.



11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(2) Hours of Work – Continued

- (3) Notwithstanding the generality of the foregoing it may be necessary in certain exceptional circumstances, due to inclement weather, rentals, weekend activities or other operational requirements in certain schools, to vary the regular hours of an employee. All such variations to the regular hours of work shall be by mutual agreement of the parties and shall be posted in the school or annex concerned.

(h) Overtime

(1) Overtime Policy:

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

(2) Overtime Definition:

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

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

(4) Overtime rate and Methods of Payment:

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

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

or:

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(2) Hours of Work

(h) Overtime – Continued

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

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

(5) Emergency Call-Outs:

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

(6) Overtime - Custodians:

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

11. ENGINEER CUSTODIAL STAFF

(A) Working Conditions

(2) Hours of Work

(h) Overtime – Continued

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

(i) Split Work Week

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

(B) Allocation of Work

(1) Allotment of Staff to Schools

Staffing hours include all heating and cleaning personnel.

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

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

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

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

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

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

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

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

11. ENGINEER CUSTODIAL STAFF

(B) Allocation of Work

(1) Allotment of Staff to Schools – Continued

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

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

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

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

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

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

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

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

(f) When schools are not in session:

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

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

(2) Distribution of Work

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

All schools shall have a written work schedule for all engineer custodial employees, at the school, displayed in a manner and in a place accessible to all such employees. Copies of such schedules shall be **provided to the Operations Department. Any modifications of work schedules require resubmission to the Operations Department prior to implementation.**

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

11. ENGINEER CUSTODIAL STAFF

(B) Allocation of Work

(1) Distribution of Work – Continued

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

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

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

(3) Assignment of Staff

(a) Seniority

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

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

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

- (2) The Board shall notify the Union not later than one (1) working day after such appointment of the successful candidate together with a list of all of the unsuccessful applicants.

11. ENGINEER CUSTODIAL STAFF

(B) Allocation of Work

(3) Assignment of Staff

(a) Seniority – Continued

- (3) When an employee is promoted to a new position, they shall serve at least a six (6) month period in the new position before being confirmed to the appointment. In the case of a Building Engineer of a school of a size larger than 150,000 square feet, they shall serve at least a twelve (12) month period in the new position before being confirmed. In the absence of notice to the contrary confirmation shall be automatic. If their appointment is not confirmed, they shall revert to a position of equal status to the position occupied prior to promotion. Notwithstanding the generality of the foregoing a temporary employee who is in receipt of sixteen per cent (16%) in lieu of Benefits shall be required to serve three (3) months' probation on the above terms when promoted to a permanent position.
- (4) Seniority for purposes of Benefits shall be calculated from the date from which the employee commences continuous employment with the Board. The Board agrees to maintain seniority lists based on each of three (3) factors which are: the date of employment with the Board, which seniority list shall provide all members of the Union seniority for purposes of vacations and other Benefits as well as applications for training. The second shall be a seniority list for Building Engineers as provided in (5) which follows. The third list shall be a seniority list for Head Custodians as provided in (6) which follows. In addition, the Board shall provide the Union with seniority lists for Temporary Custodians and one for Custodians on an annual basis.
- (5) Seniority on the Building Engineer list shall start when an employee holds a valid boiler operator's or stationary steam engineer's certificate and is employed in a position requiring same (Assistant Building Engineer I or higher).
- (6) Seniority on the Head Custodian list shall start when an employee holds a valid Boiler Operator Program Certificate and is employed in a position requiring same (as Head Custodian or Assistant Head Custodian).
- (7) Temporary Employee Service Accrual  
Temporary Custodians who have accumulated 1,950 paid hours from 1997 July 01 over any twenty-four (24) month period shall be placed on the Custodian seniority list with twenty-four (24) months seniority from the date they are placed on such list.
- (8) Seniority alone shall not permit an employee to select a position occupied by an employee junior in service except only because of redundancy caused by declining enrolment.

11. ENGINEER CUSTODIAL STAFF

(B) Allocation of Work

(3) Assignment of Staff

(a) Seniority – Continued

(9) Seniority Lists:

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

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

Notification of all vacancies for all permanent positions shall be **posted on the Online Application Management (OAM) system for eight (8) days.** All vacancies shall be filled as soon as possible but not later than sixty (60) days of becoming vacant. However, in the event that a new vacancy becomes known during July and August, posting of such vacancy shall be withheld until September.

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

(c) Relief of Absences

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

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

(d) Lead Hand 1

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

(e) Lead Hand 2

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

(4) Adjustments

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

11. ENGINEER CUSTODIAL STAFF – Continued

(C) Application of Wage Rate Schedule

(1) Area Basis of Building Engineers' Salaries

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

(b) Gross Area Definition

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

(1) Gross area of a building is the sum of the area at each floor level included within the principal outside faces of exterior walls, neglecting architectural setbacks or projections.

(2) Include all storeys or areas which have floor surfaces with clear standing head-room (6 ft. 6 in. minimum). Include mezzanines and balconies only to the extent of their actual floor area. Do not include unenclosed areas under the first floor.

(3) Exclude all unroofed areas and unenclosed roofed-over spaces.

(4) Exclude unused areas which are inaccessible or locked.

(2) Promotions

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

(3) Transfers

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



11. ENGINEER CUSTODIAL STAFF

(C) Application of Wage Rate Schedule – Continued

(4) Salary While Relieving

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

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

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

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

(5) Shift Differential

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

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

11. ENGINEER CUSTODIAL STAFF

(C) Application of Wage Rate Schedule – Continued

(6) Permanent Relief Employees

Assistant Building Engineer II:

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

Spare Custodian:

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

(7) Travelling Time

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

(8) Operations, Market Adjustment:

To aid in employee retention, each September, effective July 01, 2023 the Board agrees to pay a lump-sum payment of six hundred (\$600.00) dollars to all bargaining unit members holding a fourth (4<sup>th</sup>) Class Power Engineer Certificate and holding a position requiring the same. Effective July 01, 2024 the Board agrees to pay a lump-sum payment of six hundred and fifty dollars (\$650.00) to all bargaining unit members holding a fourth (4<sup>th</sup>) Class Power Engineer Certificate and holding a position requiring the same.

Effective July 01, 2022, a lump-sum payment of four hundred dollars (\$400.00) will be paid to all individuals employed in Assistant Building Engineer II positions holding a fourth (4<sup>th</sup>) Class Power Engineering Certificate or higher.

(9) Special Salary Categories

- (a) Building Engineer, Education Centre, shall receive one (1) extra pay grade for extra responsibilities related to building operation and computer.
- (b) Building Engineer, Waverley Elementary School, shall receive one (1) extra pay grade for extra responsibilities related to Waverley Annex operations.
- (c) Building Engineers/Head Custodians shall receive one additional pay grade for extra responsibilities related to schools that are combined into a single school/site for any purpose.
- (d) A Building Engineer who has a Maintenance Engineer assigned to their school shall receive one-half (½) pay grade for each Maintenance Engineer so assigned for extra responsibilities related to such assignment, retroactive to the first day of the first full calendar month such Maintenance Engineer was assigned to their school.

11. ENGINEER CUSTODIAL STAFF

(C) Application of Wage Rate Schedule

**(9)** Special Salary Categories – Continued

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

(f) Training Allowance

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

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

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

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

**(g) Maintenance Engineers Allowance**  
**In addition to the Tool Rate Mileage Allowance, Maintenance Engineers shall be provided an annual allowance of five-hundred dollars (\$500.00) annually, payable in September of every year.**

**(10)** Sunday Bonus

**A bonus of forty dollars (\$40.00) will be paid for any Sunday on which an assignment is made as part of the regular work week.**

(D) General Provisions

(1) Employee Training

(a) Power Engineer Trainees:

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

(2) Clothing and Footwear Allowances

The Board agrees to provide an annual clothing and safety footwear allowance of **two-hundred twenty-five dollars (\$225.00)** payable in September of each year.

11. ENGINEER CUSTODIAL STAFF

(D) General Provisions – Continued

(3) Changes

Leasing and Contracting Out:

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

(4) Joint Training Committee

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

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

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

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

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

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

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

ATTACHMENT A

Letter of Understanding  
Work Assignments Dispute Resolution

1991 January 22

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

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

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

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

INTERIM GUIDELINES FOR ALLOCATING MINOR REPAIR WORK

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

## ATTACHMENT A

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

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

## ATTACHMENT A

### 1. PLUMBERS AND PIPEFITTERS

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

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



## ATTACHMENT A

### PLUMBERS AND PIPEFITTERS – Continued

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

## ATTACHMENT A

### 5. HEAT AND FROST INSULATORS

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

### 6. CARPENTERS

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

### 7. MACHINISTS

- a) Fan Belts

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

Replace of all 'A', 'B', 'C' and 'D' drive belts, whether single or multiple drive, will continue to be performed by the machinist as per written work requisitions or, in emergency phone-in situations to the Workshop, as established by past practice.
- b) Machinery (Plant)
  - B/E's inspect, lubricate, tighten or refasten loose components on pumps and fans, and adjust leaking pump glands.
  - Major repairs, rebuilds, replacement and critical alignment of bearings, shafts, pumps, fans, and compressors by machinists.
- c) Pump Seals
  - Installation, replacement or repair by machinists.

### 8. ELECTRICIANS

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

## ATTACHMENT A

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

12. BRITANNIA COMMUNITY SERVICES CENTRE

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

(A) Working Conditions

(1) Duties and Required Training and Qualifications

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

(a) Building Engineer

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

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

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

(b) Senior Assistant Building Engineer

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

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

(c) Assistant Building Engineer

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

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

(2) Hours of Work

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

12. BRITANNIA COMMUNITY SERVICES CENTRE

(A) Working Conditions

(2) Hours of Work – Continued

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

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

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

(e) Adjustments:

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

(f) Overtime:

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

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

(g) Holidays:

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

(3) Absence

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

(4) Vacancies

All vacancies for permanent positions, shall be posted.

12. BRITANNIA COMMUNITY SERVICES CENTRE

(A) Working Conditions – Continued

(5) Relationship Between Employees

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

(B) Allocation of Work

(1) Allotment of Staff to Schools

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

Staffing hours include all heating and cleaning personnel.

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

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

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

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

(2) Distribution of Work

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

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

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

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

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

12. BRITANNIA COMMUNITY SERVICES CENTRE

(B) Allocation of Work

(2) Distribution of Work – Continued

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

(C) Application of Wage Rate Schedule

(1) Shift Differential

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

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

(2) Consolidated Allowance

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

13. CAFETERIA TEACHERS' AIDES/FOOD SERVICE WORKERS

(A) Definitions and Coverage for Benefits

(1) Permanent Employee

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

13. CAFETERIA TEACHERS' AIDES/FOOD SERVICE WORKERS

(A) Definitions and Coverage for Benefits – Continued

(2) Temporary Employee

An employee who has been engaged on a day-to-day basis for a stipulated period, to fill a temporary vacancy or for some special temporary work. A temporary employee as of 2001 January 01 shall receive sixteen per cent (16%) of basic pay in lieu of all Benefits including statutory entitlement.

(B) Working Conditions

(1) Hours and Days of Work

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

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

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

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

(2) Overtime

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

(3) Cafeterias Hosting Programs

**Trade Qualified Cooks and Bakers who have a Youth in Trades program (formerly ACE-IT) and similar programs, shall work a minimum of six (6.0) hours per day, commencing the first school day in each school year.**

(4) Minimum Shifts

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

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



13. CAFETERIA TEACHERS' AIDES/FOOD SERVICE WORKERS

(B) Working Conditions – Continued

(5) Banking

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

(6) Cafeteria, Market Adjustment:

To aid in employee retention, each September, effective July 01, 2022 the Board agrees to pay a lump-sum payment of five hundred (\$500.00) dollars to all cafeteria bargaining unit members holding a Trade Qualification (TQ). Effective July 01, 2024 the Board agrees to pay a lump-sum payment of five hundred and twenty-five (\$525.00) dollars to all cafeteria bargaining unit members holding a Trade Qualification (TQ).

(C) Allowances

(1) Lead Hand

A Cafeteria Teacher Aide will be designated by VSB Food Services as Lead Hand, as well as an Alternate Lead Hand, in each teaching cafeteria at the start of each school year (September to June) that the cafeteria operates. In the event a cafeteria operates outside of the school year, July and August, the applicable allowance will be paid. If a designated Lead Hand is absent from work, the designated alternate may be appointed for the duration of the absence.

(2) Lead Hand 2 Commissary Kitchen:

Any Lead Hand overseeing a commissary kitchen shall receive Lead Hand 2 Allowance of \$2.00 per hour.

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

(3) Shift Differential

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

(D) Employee Benefits

(1) General (Statutory) Holidays

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

13. CAFETERIA TEACHERS' AIDES/FOOD SERVICE WORKERS

(D) Employee Benefits

(1) General (Statutory) Holidays – Continued

- (b) A temporary employee qualifies for the above general (statutory) holidays in accordance with the criterion the qualifications sections of the Employment Standards Act and Amendments.
- (c) A term employee who may be required to work on a statutory holiday shall be paid double time for the day and be given a day off in lieu.
- (d) A term employee who does not work during July and August shall be credited with two (2) days pay in lieu of the July 1 and August 1 statutory holidays in September provided they are on staff at that time.

(2) Payout of Annual Vacation

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

(E) General Provisions

(1) Seniority

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

When an employee is promoted to a new position, they shall serve at least a one (1) month probationary period in the new position before being confirmed in the appointment. In the absence of notice to the contrary, confirmation shall be automatic.

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

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

(2) Temporary Employee's Seniority – Cafeteria Workers

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

13. CAFETERIA TEACHERS' AIDES/FOOD SERVICE WORKERS

(E) General Provisions – Continued

(3) Notification of Vacancies

The Board agrees that before permanently filling any position covered by this Agreement, notice of such vacancy shall be posted on the **Online Application Management System (OAM) for eight (8) days**. This notice shall include the job location but this will not prejudice the right of the Board to transfer employees.

(4) Clothing Allowance

The Board shall reimburse each employee **two-hundred twenty-five dollars (\$225.00) for clothing and safety footwear**. No receipts shall be required. The reimbursement shall be **payable in September** of **each** year. New employees shall receive **two-hundred twenty-five dollars (\$225.00)**, with effect from the date of confirmation of permanent status.

(5) Uniforms

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

(6) Classification Changes

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

(7) Notification to Union

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

(8) Employee Training/Certificates

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

13. CAFETERIA TEACHERS' AIDES/FOOD SERVICE WORKERS

(E) General Provisions – Continued

**(9) Vehicle Vandalism Coverage**

**Vehicle vandalism coverage shall be provided upon the provision of the Vehicle Vandalism Compensation Declaration of the Claimant; proof that the vandalism occurred on the property of the Vancouver School Board; and a certificate or receipt from the I.C.B.C., garage, or auto-body shop documenting that repairs have been done and the deductible amount has been made on such a claim. The Board shall refund the impacted employee on hundred per cent (100%) of the claim up to the deductible amount stipulated by the employee's I.C.B.C. comprehensive option, to a maximum of four hundred dollars (\$400.00). Collision and hit and run claims will not be reimbursed.**

14. SCHOOL LUNCH PROGRAM

(A) Hours and Days of Work

- (1) School lunch program staff shall work shifts between the hours of 7:00 a.m. and 3:00 p.m.
- (2) **School** lunch program staff shall work on all days that school is in session for pupils. For Sports Days and days where school is in session for only part of a day, staff shall work only if lunch is to be served at the school and, in such a case, will work a normal shift.
- (3) **Notwithstanding the above, employees shall work on three (3) District wide professional days between September 1 and June 30. Employees shall provide the Food Services department with notification of their professional development activities two (2) weeks in advance. This can include in service training provided by Food Services.**

(B) Staffing

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

14. SCHOOL LUNCH PROGRAM – *Continued*

(C) Review Committee

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

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

(D) Overtime

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

(E) Staff Meetings

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

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

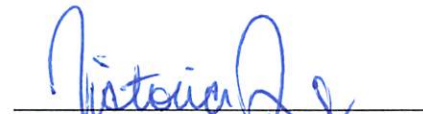
15. SIGNATURE PAGE


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

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

  
\_\_\_\_\_  
Tim Chester  
President

  
\_\_\_\_\_  
Tim De Vivo  
Business Manager

  
\_\_\_\_\_  
Victoria Jung  
Chairperson

  
\_\_\_\_\_  
Helen McGregor  
Superintendent

Date: September 26/2023

Letter of Understanding #1

1989 February 6

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

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

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

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

Vaughan K. Bowser  
Director, Employee Relations

lab

Letter of Understanding #2

1989 February 24

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

Dear Mr. Bitz:

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

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

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

Yours truly,

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



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

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

- The parties agree that when a vacancy arises in a school that meets the regulatory requirements for acquiring Power Engineer firing time and plant training, the normal posting provisions may be waived in consultation and agreement with the union, and the position will be posted as a "Power Engineer Trainee".
- The position will be awarded to the most senior qualified applicant. In order to qualify for a vacancy referenced immediately above all applicants must have successfully completed the BCIT Fifth Class Power Engineering Program or a similarly acceptable program.
- In order to qualify for a vacancy referenced immediately above, all applicants must have successfully completed a Power Engineering course accredited by the BC Safety Authority. The onus to ensure the course of study is accredited by the BCSA is on the individual attending.
- The position will be awarded to the most senior qualified applicant.
- The Power Engineering Trainee position will be filled for a period of twelve (12) months in order for the trainee to complete the requirements of the program.
- Upon completion of the twelve (12) month program, the trainee will return to their previous position and status. The vacated position will then be posted as per normal practice, unless the parties through consultation mutually agree to repost as a Power Engineer Trainee.
- **At the end of the twelve (12) month period the following days in lieu will be granted:**
  - **Building Engineer 2 days**
  - **Assistant Building Engineers 1 day each**
  - **Power Engineer Trainee 1 day**

**These days will be taken during July and August and at a time approved by the Operations Department. Such approval shall not be unreasonably withheld.**

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

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

Signed this 02 day of July, 2015

On Behalf of the Union

*Tim De Vivo*  
*Business Manager, IUOE Local 963*

*Tim Chester*  
*President, IUOE Local 963*

On Behalf of the Employer

*Nancy Stair*  
*Senior Manager – Labour Relations*

*Brian Bell*  
*Assistant Manager, Operations*

**SUMMARY OF WAGE RATES 2022 JULY 01 to 2025 JUNE 30**

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

**2022 JULY 01 to 2023 JUNE 30**

**ENGINEER CUSTODIAL STAFF**

(1) **Rates**

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

Building Engineers:

Gross Area of School	Temporary Salary	Permanent Salary
1 - 14,000 sq. ft.	\$2,064.42	\$2,064.42
14,001 - 28,000 sq. ft.	\$2,122.28	\$2,180.99
28,001- 50,000 sq. ft.	\$2,122.28	\$2,292.13
50,001 - 100,000 sq. ft.	\$2,205.85	\$2,381.92
100,001 - 160,000 sq. ft.	\$2,368.62	\$2,542.89
160,001 - 250,000 sq. ft.	\$2,458.45	\$2,632.76
250,001 - 350,000 sq. ft.	\$2,542.89	\$2,715.43

**2022 JULY 01 to 2023 JUNE 30 – Bi-weekly**

Assistant Building Engineer III		\$2,215.62
Assistant Building Engineer II		\$2,100.92
Assistant Building Engineer I		\$2,038.67
Assistant Head Custodian		\$2,038.67
Head Custodian	1 – 28,000 sq. ft.	\$2,063.53
	28,001 – 42,000 sq. ft.	\$2,121.39
	42,001 – 50,000 sq. ft.	\$2,292.13
Custodian		\$1,927.50
Maintenance Engineer*		\$2,469.62

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

(b) Hourly Rates

Temporary Custodian	\$25.06 per hr.
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SUMMARY OF WAGE RATES 2022 JULY 01 to 2023 JUNE 30 – Continued

Engineer-Custodial Staff (cont'd)

(c) Shift differentials

Afternoon Shift	\$ <u>0.78</u> per hr.
Night Shift	\$ <u>1.60</u> per hr.

(2) Allowances

	See Section	
Lead Hand	11.(B)(3)(d)	\$ <u>0.90</u> per hr.
Lead Hand 2	11.(B)(3)(e)	\$ <u>1.80</u> per hr.
Assistant Building Engineer II	11.(C)(6)	\$ <u>48.52</u> bi-weekly
Sunday Bonus	11.(C)(9)	\$40.00
<u>Clothing and Footwear Allowance to Building Engineers, Assistant Building Engineers, Assistant Head Custodians, Head Custodians, Maintenance Engineers, and Custodians</u>	11.(D)(2)	\$225.00 per year
On-Call Foreman	11.(C)(9)	One (1) pay grade

SUMMARY OF WAGE RATES 2022 JULY 01 to 2023 JUNE 30 – Continued

BRITANNIA COMMUNITY SERVICES CENTRE

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

<b>2022 JULY 01 to 2023 JUNE 30</b>		
Building Engineer	Temporary Salary	\$2,847.52
	Permanent Salary	\$3,028.91
Senior Assistant Building Engineer		\$2,599.38
Assistant Building Engineer		\$2,405.45
Custodian		\$1,927.50

(2) Shift differentials:

Afternoon Shift	<u>\$0.78</u> per hr.
Night Shift	<u>\$1.60</u> per hr.

(3)

Sunday Bonus	\$40.00
--------------	---------

(4) Allowances

	See Section	
Lead Hand 1	11.(B)(3)(d)	<u>\$0.90</u> per hr.
Lead Hand 2	11.(B)(3)(e)	<u>\$1.80</u> per hr.
Consolidated Allowance	12.(C)(2)	\$119.61 bi-weekly

SUMMARY OF WAGE RATES 2022 JULY 01 to 2023 JUNE 30 – Continued

CAFETERIA WORKERS

(1) Rates

Temporary Employees

2022 JULY 01 to 2023 JUNE 30

	Hourly Rate	Bi-weekly Wage Rates		
		4.0 hr/day	5.5 hr/day	7.0 hr/day
Food Service Worker	\$22.47	\$898.80	\$1,235.85	\$1,572.90
Caf. Teachers' Aide 1	\$27.07	\$1,082.80	\$1,488.85	\$1,894.90
Caf. Teachers' Aide 2	\$27.50	\$1,100.00	\$1,512.50	\$1,925.00
Caf. Kitchen Work Leader (TQ)	\$30.15	\$1,206.00	\$1,658.25	\$2,110.50
Caf. Kitchen Work Leader	\$27.50	\$1,100.00	\$1,512.50	\$1,925.00
Culinary Assistant (TQ)	\$30.83	\$1,233.20	\$1,695.65	\$2,158.10

Permanent Employees

2022 JULY 01 to 2023 JUNE 30

	Hourly Rate	Bi-weekly Wage Rates		
		4.0 hr/day	5.5 hr/day	7.0 hr/day
Food Service Worker	\$23.46	\$938.40	\$1,290.30	\$1,642.20
Caf. Teachers' Aide 1	\$28.11	\$1,124.40	\$1,546.05	\$1,967.70
Caf. Teachers' Aide 2	\$29.08	\$1,163.20	\$1,599.40	\$2,035.60
Caf. Kitchen Work Leader (TQ)	\$31.74	\$1,269.60	\$1,745.70	\$2,221.80
Caf. Kitchen Work Leader	\$29.08	\$1,163.20	\$1,599.40	\$2,035.60
Culinary Assistant (TQ)	\$32.45	\$1,298.00	\$1,784.75	\$2,271.50

- (2) Lead Hand 1 \$1.00 per hour  
[See Article 13. (C)(1)]
- (3) Lead Hand 2 Commissary Kitchen \$2.00 per hour  
[See Article 13. (C)(2)]
- (4) Shift Differential \$0.56 per hour  
[See Article 13. (C)(3)]

**SUMMARY OF WAGE RATES 2023 JULY 01 to 2024 JUNE 30**

**ENGINEER CUSTODIAL STAFF**

(1) **Rates**

(a) **Bi-weekly paid employees – Bi-weekly rates**

**Building Engineers:**

Gross Area of School	Temporary Salary	Permanent Salary
1 - 14,000 sq. ft.	\$2,203.77	\$2,203.77
14,001 - 28,000 sq. ft.	\$2,265.53	\$2,328.21
28,001 - 50,000 sq. ft.	\$2,265.53	\$2,446.85
50,001 - 100,000 sq. ft.	\$2,354.74	\$2,542.70
100,001 - 160,000 sq. ft.	\$2,528.50	\$2,714.54
160,001 - 250,000 sq. ft.	\$2,624.40	\$2,810.47
250,001 - 350,000 sq. ft.	\$2,714.54	\$2,898.72

**2023 JULY 01 to 2024 JUNE 30 – Bi-weekly**

Assistant Building Engineer III		\$2,365.17
Assistant Building Engineer II		\$2,242.73
Assistant Building Engineer I		\$2,176.28
Assistant Head Custodian		\$2,176.28
Head Custodian	1 – 28,000 sq. ft.	\$2,202.82
	28,001 – 42,000 sq. ft.	\$2,264.58
	42,001 – 50,000 sq. ft.	\$2,446.85
Custodian		\$2,057.61
Maintenance Engineer*		\$2,636.32

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

(b) **Hourly Rates**

Temporary Custodian	\$26.75 per hr.
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**SUMMARY OF WAGE RATES 2023 JULY 01 to 2024 JUNE 30**

**ENGINEER CUSTODIAL STAFF – Continued**

(c) Shift differentials

Afternoon Shift	\$ 0.78 per hr.
Night Shift	\$ 1.60 per hr.

(2) Allowances

	See Section	
Lead Hand	11.(B)(3)(d)	<b>\$0.90</b> per hr.
Lead Hand 2	11.(B)(3)(e)	<b>\$1.80</b> per hr.
Assistant Building Engineer II	11.(C)(6)	\$51.19 bi-weekly
Sunday Bonus	11.(C)(9)	\$40.00
<u>Clothing and Footwear Allowance to Building Engineers, Assistant Building Engineers, Assistant Head Custodians, Head Custodians, Maintenance Engineers, and Custodians</u>	11.(D)(2)	\$225.00 per year
On-Call Foreman	11.(C)(9)	One (1) pay grade

SUMMARY OF WAGE RATES 2023 JULY 01 to 2024 JUNE 30 – Continued

BRITANNIA COMMUNITY SERVICES CENTRE

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

<u>2023 JULY 01 to 2024 JUNE 30</u>		
Building Engineer	Temporary Salary	\$3,039.73
	Permanent Salary	\$3,233.36
Senior Assistant Building Engineer		\$2,774.84
Assistant Building Engineer		\$2,567.82
Custodian		\$2,057.61

(2) Shift differentials:

Afternoon Shift	\$0.78 per hr.
Night Shift	\$1.60 per hr.

(3)

Sunday Bonus	\$40.00
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(4) Allowances

	See Section	
Lead Hand 1	11.(B)(3)(d)	<u>\$0.90</u> per hr.
Lead Hand 2	11.(B)(3)(e)	<u>\$1.80</u> per hr.
Consolidated Allowance	12.(C)(2)	\$119.61 bi-weekly



SUMMARY OF WAGE RATES 2023 JULY 01 to 2024 JUNE 30 – Continued

CAFETERIA WORKERS

(1) Rates

**Temporary Employees** 2023 JULY 01 to 2024 JUNE 30

	Hourly Rate	Bi-weekly Wage Rates		
		4.0 hr/day	5.5 hr/day	7.0 hr/day
Food Service Worker	\$23.99	\$959.60	\$1,319.45	\$1,679.30
Caf Teachers' Aide 1	\$28.90	\$1,156.00	\$1,589.50	\$2,023.00
Caf Teachers' Aide 2	\$29.36	\$1,174.40	\$1,614.80	\$2,055.20
Caf Kitchen Work Leader (TQ)	\$32.19	\$1,287.60	\$1,770.45	\$2,253.30
Caf Kitchen Work Leader	\$29.36	\$1,174.40	\$1,614.78	\$2,055.20
Culinary Assistant (TQ)	\$32.91	\$1,316.40	\$1,810.05	\$2,303.70

**Permanent Employees** 2023 JULY 01 to 2024 JUNE 30

	Hourly Rate	Bi-weekly Wage Rates		
		4.0 hr/day	5.5 hr/day	7.0 hr/day
Food Service Worker	\$25.04	\$1,001.60	\$1,377.20	\$1,752.80
Caf Teachers' Aide 1	\$30.01	\$1,200.40	\$1,650.55	\$2,100.70
Caf Teachers' Aide 2	\$31.04	\$1,241.60	\$1,707.20	\$2,172.80
Caf Kitchen Work Leader (TQ)	\$33.88	\$1,355.20	\$1,863.40	\$2,371.60
Caf Kitchen Work Leader	\$31.04	\$1,241.60	\$1,707.20	\$2,172.80
Culinary Assistant (TQ)	\$34.64	\$1,385.60	\$1,905.20	\$2,424.80

(2) Lead Hand 1 \$1.07 per hour  
[See Article 13. (C)(1)]

(3) Lead Hand 2 Commissary Kitchen \$2.14 per hour  
[See Article 13. (C)(2)]

(4) Shift Differential \$0.56 per hour  
[See Article 13. (C)(3)]

**SUMMARY OF WAGE RATES 2024 JULY 01 to 2025 JUNE 30**

**ENGINEER CUSTODIAL STAFF**

(1) **Rates**

(a) **Bi-weekly paid employees – Bi-weekly rates\*\***

Building Engineers:

Gross Area of School	Temporary Salary**	Permanent Salary**
1 - 14,000 sq. ft.	\$2,247.84	\$2,247.84
14,001 - 28,000 sq. ft.	\$2,310.84	\$2,374.77
28,001- 50,000 sq. ft.	\$2,310.84	\$2,495.79
50,001 - 100,000 sq. ft.	\$2,401.84	\$2,593.55
100,001 - 160,000 sq. ft.	\$2,579.07	\$2,768.83
160,001 - 250,000 sq. ft.	\$2,676.88	\$2,866.68
250,001 - 350,000 sq. ft.	\$2,768.83	\$2,956.70
<b>2024 JULY 01 to 2025 JUNE 30 – Bi-weekly**</b>		
Assistant Building Engineer III		\$2,412.48
Assistant Building Engineer II		\$2,287.59
Assistant Building Engineer I		\$2,219.81
Assistant Head Custodian		\$2,219.81
Head Custodian	1 – 28,000 sq. ft.	\$2,246.87
	28,001 – 42,000 sq. ft.	\$2,309.88
	42,001 – 50,000 sq. ft.	\$2,495.79
Custodian		\$2,098.76
Maintenance Engineer*		\$2,689.05

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

(b) **Hourly Rates\*\***

Temporary Custodian	\$27.29 per hr.
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**\*\* July 1, 2024 COLA adjustments will be confirmed by PSEC in March each year, 2024 COLA max is 1%.**

SUMMARY OF WAGE RATES 2024 JULY 01 to 2025 JUNE 30

ENGINEER CUSTODIAL STAFF – Continued

(c) Shift differentials

Afternoon Shift	\$ 0.78 per hr.
Night Shift	\$ 1.60 per hr.

(2) Allowances

	See Section	
Lead Hand	11.(B)(3)(d)	\$0.90 per hr.
Lead Hand 2	11.(B)(3)(e)	\$1.80 per hr.
Assistant Building Engineer II	11.(C)(6)	\$52.22 bi-weekly
Sunday Bonus	11.(C)(9)	\$40.00
<u>Clothing and Footwear Allowance to Building Engineers, Assistant Building Engineers, Assistant Head Custodians, Head Custodians, Maintenance Engineers, and Custodians</u>	11.(D)(2)	\$225.00 per year
On-Call Foreman	11.(C)(9)	One (1) pay grade

SUMMARY OF WAGE RATES 2024 JULY 01 to 2025 JUNE 30 – Continued

BRITANNIA COMMUNITY SERVICES CENTRE

(1) Bi-weekly paid employees – Bi-weekly rates\*:

<b>2024 JULY 01 to 2025 JUNE 30</b>		
Building Engineer	Temporary Salary	\$3,100.52
	Permanent Salary	\$3,298.03
Senior Assistant Building Engineer		\$2,830.33
Assistant Building Engineer		\$2,619.17
Custodian		\$2,098.76

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

(2) Shift differentials:

Afternoon Shift	\$0.78 per hr.
Night Shift	\$1.60 per hr.

(3)

Sunday Bonus	\$40.00
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(4) Allowances

	See Section	
Lead Hand 1	11.(B)(3)(d)	\$0.90 per hr.
Lead Hand 2	11.(B)(3)(e)	\$1.80 per hr.
Consolidated Allowance	12.(C)(2)	\$119.61 bi-weekly

SUMMARY OF WAGE RATES 2024 JULY 01 to 2025 JUNE 30 – Continued

CAFETERIA WORKERS

(1) Rates

Temporary Employees	2024 JULY 01 to 2025 JUNE 30			
	Hourly Rate*	Bi-weekly Wage Rates		
		4.0 hr/day*	5.5 hr/day*	7.0 hr/day*
Food Service Worker	\$24.47	\$978.80	\$1,345.85	\$1,712.90
Caf. Teachers' Aide 1	\$29.48	\$1,179.20	\$1,621.40	\$2,063.60
Caf. Teachers' Aide 2	\$29.95	\$1,198.00	\$1,647.25	\$2,096.50
Caf. Kitchen Work Leader (TQ)	\$32.83	\$1,313.20	\$1,805.65	\$2,298.10
Caf. Kitchen Work Leader	\$29.95	\$1,1198.00	\$1,647.25	\$2,096.50
Culinary Assistant (TQ)	\$33.57	\$1,342.80	\$1,846.35	\$2,349.90

Permanent Employees	2024 JULY 01 to 2025 JUNE 30			
	Hourly Rate*	Bi-weekly Wage Rates		
		4.0 hr/day*	5.5 hr/day*	7.0 hr/day*
Food Service Worker	\$25.54	\$1,021.60	\$1,404.70	\$1,787.80
Caf. Teachers' Aide 1	\$30.61	\$1,224.40	\$1,683.55	\$2,142.70
Caf. Teachers' Aide 2	\$31.66	\$1,266.40	\$1,741.30	\$2,216.20
Caf. Kitchen Work Leader (TQ)	\$34.56	\$1,382.40	\$1,900.80	\$2,419.20
Caf. Kitchen Work Leader	\$31.66	\$1,266.40	\$1,741.30	\$2,216.20
Culinary Assistant (TQ)	\$35.33	\$1,413.20	\$1,943.15	\$2,473.10

**\* July 01, 2024 COLA adjustments will be confirmed by PSEC in March each year, 2024 COLA max is 1%.**

(2) Lead Hand 1 \$1.09\* per hour  
 [See Article 13. (C)(1)]

(3) Lead Hand 2 Commissary Kitchen \$2.18\* per hour  
 [See Article 13. (C)(2)]

**\* July 01, 2024 COLA adjustments will be confirmed by PSEC in March each year, 2024 COLA max is 1%.**

(4) Shift Differential \$0.56 per hour  
 [See Article 13. (C)(3)]

**TABLE SHOWING REGULAR Annual Vacation Entitlement IN WORKING DAYS PLUS  
SUPPLEMENTARY VACATION BONUS FOR THE YEARS 2013 TO 2025  
BY VACATION ENTITLEMENT DATE**

<b><u>Vacation Entitlement Date</u></b>	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	<b><u>2023</u></b>	<b><u>2024</u></b>	<b><u>2025</u></b>
2025													ESA
2024												ESA	15
2023											ESA	15	15
2022										ESA	15	15	15
2021									ESA	15	15	15	15
2020								ESA	15	15	15	15	15+1
2019							ESA	15	15	15	15	15+1	15
2018						ESA	15	15	15	15	15+1	15	20
2017					ESA	15	15	15	15	15+1	15	20	20
2016				ESA	15	15	15	15	15+1	15	20	20	20
2015			ESA	15	15	15	15	15+1	15	20	20	20	20+2
2014		ESA	15	15	15	15	15+1	15	20	20	20	20+2	20
2013	ESA	15	15	15	15	15+1	15	20	20	20	20+2	20	20
2012	15	15	15	15	15+1	15	20	20	20	20+2	20	20	20
2011	15	15	15	15+1	15	20	20	20	20+2	20	20	20	20
2010	15	15	15+1	15	20	20	20	20+2	20	20	20	20	25+3
2009	15	15+1	15	20	20	20	20+2	20	20	20	20	25+3	25
2008	15+1	15	20	20	20	20+2	20	20	20	20	25+3	25	25
2007	15	20	20	20	20+2	20	20	20	20	25+3	25	25	25
2006	20	20	20	20+2	20	20	20	20	25+3	25	25	25	25
2005	20	20	20+2	20	20	20	20	25+3	25	25	25	25	25+4
2004	20	20+2	20	20	20	20	25+3	25	25	25	25	25+4	25
2003	20+2	20	20	20	20	25+3	25	25	25	25	25+4	25	30
2002	20	20	20	20	25+3	25	25	25	25	25+4	25	30	30
2001	20	20	20	25+3	25	25	25	25	25+4	25	30	30	30
2000	20	20	25+3	25	25	25	25	25+4	25	30	30	30	30+5
1999	20	25+3	25	25	25	25	25+4	25	30	30	30	30+5	30
1998	25+3	25	25	25	25	25+4	25	30	30	30	30+5	30	30
1997	25	25	25	25	25+4	25	30	30	30	30+5	30	30	30
1996	25	25	25	25+4	25	30	30	30	30+5	30	30	30	30
1995	25	25	25+4	25	30	30	30	30+5	30	30	30	30	30+6
1994	25	25+4	25	30	30	30	30+5	30	30	30	30	30+6	30
1993	25+4	25	30	30	30	30+5	30	30	30	30	30+6	30	30
1992	25	30	30	30	30+5	30	30	30	30	30+6	30	30	30
1991	30	30	30	30+5	30	30	30	30	30+6	30	30	30	30
1990	30	30	30+5	30	30	30	30	30+6	30	30	30	30	30+7
1989	30	30+5	30	30	30	30	30+6	30	30	30	30	30+7	30
1988	30+5	30	30	30	30	30+6	30	30	30	30	30+7	30	30
1987	30	30	30	30	30+6	30	30	30	30	30+7	30	30	30
1986	30	30	30	30+6	30	30	30	30	30+7	30	30	30	30
1985	30	30	30+6	30	30	30	30	30+7	30	30	30	30	30+8
1984	30	30+6	30	30	30	30	30+7	30	30	30	30	30+8	30
1983	30+6	30	30	30	30	30+7	30	30	30	30	30+8	30	30
1982	30	30	30	30	30+7	30	30	30	30	30+8	30	30	30
1981	30	30	30	30+7	30	30	30	30	30+8	30	30	30	30

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

1. APPLICATION

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

2. TERM

This appendix shall be for a term of three (3) years from 2012 July 01 to 2025 June 30 both dates inclusive.

3. DEFINITION OF DUTIES

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

4. CONTINUITY OF EMPLOYMENT AND TRANSFER

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

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

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

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

5. TEMPORARY SUPERVISION AIDE

A temporary employee paid on an hourly rate who has been hired to fill a temporary vacancy. Effective July 1, 2022 a temporary employee shall receive sixteen per cent (16%) of the hourly rate in lieu of all Benefits including statutory entitlements.

6. DAYS OF WORK

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

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

APPENDIX A - Continued

7. GRIEVANCE PROCEDURE

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

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

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

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



## APPENDIX A

### 7. GRIEVANCE PROCEDURE - Continued

(F) Expedited Grievance

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

(G) Right to Representation

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

(H) Dismissal

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

### 8. UNION SECURITY

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

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

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

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

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

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

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

APPENDIX A – Continued

9. TECHNOLOGICAL CHANGE

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

10. ANNUAL VACATION

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

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

11. STATUTORY HOLIDAYS

All Supervision Aides shall receive statutory holiday pay at five **point eight** per cent (5.8%) paid each bi-weekly pay period.

12. SICK LEAVE

(A) Sick Leave

With effect from **July 1, 2023**, a Supervision Aide shall earn sick leave at the rate of **one and one-half (1½) days** per month of employment during the school term with an accumulation of sixty (60) days maximum (pro-rated). A day, for the purpose of this clause, shall be the number of hours usually worked during a normal working day for that employee. The Board may at any time require a new employee who has been absent on sick leave to produce a valid medical certificate explaining the reasons for the absence and assurance of the employee's fitness to return to work, **and in such instances, upon ratification of the 2022-2025 Collective Agreement, the Board will reimburse the employee up to \$100 for each required certificate.**

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

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

Any employee absent because of an illness of an immediate family member may be required to produce a certificate, **note or other form of reasonably sufficient proof** from a duly qualified medical practitioner licensed to practice in the province of British Columbia, confirming the illness of the immediate family member **and in such instances, upon ratification of the 2022-2025 Collective Agreement, the Board will reimburse the employee up to \$100 for each certificate.**

APPENDIX A – Continued

13. PARENTAL LEAVE

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

14. GRATUITY PLAN

(A) Accumulation

**Effective January 01, 2023 Supervision Aides shall earn one (1) gratuity day in each of the periods January – March, April – June, and September – December, for a total of three (3) gratuity days in one calendar year. One day shall be subtracted from the accumulated credits of the employee for an absence due to illness in any one period. Illness in this clause shall mean non-occupational sickness or injury.**

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

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

**Gratuity days earned after July 1, 2022 shall be placed in a bank to be used as time off with pay within thirty-six (36) months. All unused gratuity days earned after July 1, 2022 that are older than thirty-six (36) months will be paid during the first pay period in January.** Illness in this clause shall mean non-occupational sickness or injury.

(B) Payment of Gratuity Days

(1) Payment:

(a) Upon retirement on or after attaining minimum retirement age, or

(b) Upon retirement with permanent disability, or

(c) Upon leaving the Board's employment for any reason.

(d) Paid out at the written request of the employee through employee Self Service. Payment shall be processed on the pay date preceding receipt of the request.

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

(a) Permission from the site supervisor, which shall not be unreasonably withheld.

(b) Such leaves shall be taken during a period that will not affect the efficient operation of the school.

APPENDIX A – Continued

15. BEREAVEMENT LEAVE

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

16. COMPULSORY QUARANTINE

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

18. CULTURAL LEAVE FOR INDIGENOUS EMPLOYEES

- 1. Effective July 01, 2022, an Indigenous employee is 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. This leave shall be accessible for any event or activity of significance to any indigenous nation.
- 3. 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 unreasonable withheld.

18. LEAVE OF ABSENCE FOR UNION BUSINESS

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

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

APPENDIX A – Continued

20. WAGE RATES AND HOURS OF WORK

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

Salary Increase

	<u>2022 July 01 to 2023 June 30</u>	<u>2023 July 01 to 2024 June 30</u>	<u>2024 July 01 to 2025 June 30**</u>
Hourly	\$24.39	\$26.04	\$26.56**
Days in session	190	192	192*
Less professional days	6	6	6*
Less Administration only days	1	1	1
Total Days	183	185	185
Number of pay periods	21.3	21.3	21.3*
Pay for year	\$11,158.43	\$12,043.50	\$12,284.00
Average biweekly pay	\$523.87	\$565.42	\$576.71**
<u>5.8%</u> allowance for statutory holidays	\$30.38	\$32.79	\$33.45

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

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

21. CLOTHING ALLOWANCE

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

**(B)** The Board agrees to provide an annual footwear allowance of thirty-five dollars (\$35.00) payable in September of each year.

APPENDIX A – Continued

22. LEAVE OF ABSENCE WITHOUT PAY

(A) Five (5) Working Days or Less

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

Special consideration for emergency leave will be positively considered.

(B) Greater Than Five (5) Working Days

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

Special consideration for emergency leave will be positively considered.

23. ABSENCE FROM DUTY – EMPLOYMENT STANDARDS ACT

Employees are entitled to additional Leaves in accordance with the current provisions of the *Employment Standards Act*, including Illness or Injury Leave.

24. LAYOFF / SEVERANCE

(A) Preamble

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

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

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

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

APPENDIX A

LAYOFF / SEVERANCE – Continued

(B) Notice

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

0-12 months seniority	Two (2) weeks' notice
12 months seniority and over	One (1) additional weeks' notice for each year of seniority to a maximum of three (3) months.

(C) Process

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

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

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

(D) Severance

Severance pay will be as follows:

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

25. Transit Reimbursement

**A fund capped at \$10,5000 per calendar year shall be available for all IUOE Casual (On Call) Operations staff/Steady Part Time staff, Supervision Aides (Permanent and On Call), Cafeteria staff (On Call) to access one (1) one hundred dollar (\$100.00) per calendar year reimbursement for the purpose of offsetting the cost of a monthly transit pass. Applications will be processed on a first-come, first-served basis, and will require sufficient proof of purchase of a monthly transit pass, until the fund is depleted in any calendar year.**

**26. Vehicle Vandalism Coverage**

**Vehicle vandalism coverage shall be provided upon the provision of the Vehicle Vandalism Compensation Declaration of the Claimant; proof that the vandalism occurred on the property of the Vancouver School Board; and a certificate or receipt from the I.C.B.C., garage, or auto-body shop documenting that repairs have been done and the deductible amount has been made on such a claim. The Board shall refund the impacted employee on hundred per cent (100%) of the claim up to the deductible amount stipulated by the employee's I.C.B.C. comprehensive option, to a maximum of four hundred dollars (\$400.00). Collision and hit and run claims will not be reimbursed.**

**27. Group Life Insurance**

**Effective the date of ratification Permanent Supervision Aides shall be covered by Group Life Insurance to the sum of one hundred thousand dollars (\$100,000) with the full cost paid by the Board until they attain the age of seventy (70).**

**28. Collective Agreements**

**One copy of the collective agreement will be sent to each site's Operations staff, Cafeteria staff, and Supervision Aides, as applicable. The collective agreement will be available on the Vancouver School Board website.**

**29. Personnel Files**

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

**30. Temporary Employee Service Accrual**

**Temporary Supervision Aides who have accumulated 450 paid hours over any twenty-four (24) month period shall be placed on a Temporary Supervision Aide seniority list with twenty-four (24) months seniority from the date they are placed on such list, commencing September 1, 2023.**



APPENDIX B

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 963

GRIEVANCE FORM

To be completed in triplicate

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

Case No. \_\_\_\_\_ Local No. \_\_\_\_\_

Employer \_\_\_\_\_

Employee \_\_\_\_\_

Employee Number \_\_\_\_\_ Classification \_\_\_\_\_

School or Building \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Classification \_\_\_\_\_

TO: SUPERVISOR,

STATEMENT OF GRIEVANCE: I/WE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

Signature of Employee(s)

Signature of Union Office

\_\_\_\_\_  
\_\_\_\_\_

Date Grievance Form Submitted \_\_\_\_\_

(V.S.B. Use Only) Dated Received \_\_\_\_\_ Initial \_\_\_\_\_

APPENDIX C  
SELF-FUNDED LEAVE OF ABSENCE PLAN

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

1. DEFINITIONS

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

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

whichever is later.

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

"Board" means the Board of Education.

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

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

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

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

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

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

"Eligible employee" means a member of the Union.

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

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

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

## Appendix C

### 1. DEFINITIONS – *Continued*

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

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

### 2. APPLICATION

#### Formal Application

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

#### Approval

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

#### Date of Participation

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

### 3. FUNDING FOR LEAVE OF ABSENCE

Funding for leave of absence shall be as follows:

#### Compensation deferred

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

#### Maximum Percentage Deferred

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

Appendix C

3. FUNDING FOR LEAVE OF ABSENCE – *Continued*

Investment of Deferred Compensation

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

Payment of Accrued Interest

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

Reporting to Participants

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

4. TAKING LEAVE OF ABSENCE

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

Qualification to Participate

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

Manner of Payment During Leave

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

Amount of Payment During Leave

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

## Appendix C

### 4. TAKING LEAVE OF ABSENCE – *Continued*

#### Board's Right to Refuse Leave

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

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

#### Participant's Right to Defer Leave

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

#### Leave of Absence

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

#### Return to Employment

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

### 5. WITHDRAWAL

#### Termination of Employment

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

#### Withdrawal from Plan

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

#### Payment

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

#### Upon Death

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

Appendix C – Continued

6. TERMINATION OR AMENDMENT OF PLAN

Agreement

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

Not to Prejudice Ruling

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

7. GENERAL

Administration

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

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

VANCOUVER SCHOOL BOARD  
SELF-FUNDED LEAVE OF ABSENCE PLAN APPLICATION

NAME: \_\_\_\_\_ SCHOOL DISTRICT #39  
ADDRESS: \_\_\_\_\_ SOCIAL INSURANCE # \_\_\_\_\_  
\_\_\_\_\_ VANCITY A/C# if any \_\_\_\_\_  
POSTAL CODE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

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

1. **Enrolment Date**  
My enrolment in the plan shall become effective commencing \_\_\_\_\_, 19/20
2. **Number of Years of Participation**  
I shall participate in the plan for \_\_\_\_\_ years (not to exceed five (5) years), and my leave of absence shall immediately follow thereafter but subject to the provisions of Item 3 below.
3. **Period of Leave**  
I shall take my leave of absence from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ (not to be less than six (6) consecutive months) but I shall have the right to postpone such leave for up to twelve (12) months and the Board shall have the right to defer such leave for up to twelve (12) months.
4. **Funding of Leave of Absence**  
I direct that the Board withhold \_\_\_\_ per cent (not to exceed thirty-three and one-third per cent (33 1/3%)) of my annual compensation amount during my participation in the plan.  
  
I understand that I may, by written notice given to the Board one (1) month prior to the anniversary date of my participation in the plan, alter the percentage amount for the next subsequent years.
5. **Return to Employment**  
I understand I must return to employment with the Board for a period of time not less than the period of leave.

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

Deposit into my VanCity A/C #

Mailed to address as above

Dated \_\_\_\_\_

Employee's Signature  
\_\_\_\_\_

AGREED TO BY THE BOARD

Date \_\_\_\_\_

\_\_\_\_\_  
Associate Superintendent - Human Resources

## **Appendix D**

### **MEMORANDUM OF AGREEMENT “MoA”**

**Between**

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

**And**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 963  
“Union”**

---

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

#### **Continuing Provisions of the Current Collective Agreement**

Except as provided by this MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 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 B – Local Memorandum of Agreement between the Board of Education of School District 39 (Vancouver) and the International Union of Operating Engineers Local 963 dated January 09, 2023 which sets out all other agreed changes to the Collective Agreement.



**Ratification**

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

AGREED January 09, 2023

IUOE Local 963

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

Jain Devico  
Jiri Christ  
Hampi Sugi Khongwa  
Antoinette Comirelli  
Altsad  
\_\_\_\_\_

S. Bayard  
K. ...  
A. ...  
V. ...  
Ram ...  
H. Francisco  
\_\_\_\_\_  
\_\_\_\_\_

## MOA - Appendix A

### Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

**1. Term**

July 1, 2022 to June 30, 2025

**2. Wages Increases**

General wage increases as follows:

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

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

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

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

**3. Wage Increase Retroactivity**

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

#### 4. COLA Adjustment

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

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

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

#### 5. Public Sector Wage Increases

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

2. For the purposes of calculating the general wage increases in paragraph 1:

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

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

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

**6. Local Table Bargaining Money**

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

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

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

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

**7. Provincial Labour Management Committee**

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

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

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

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

## **8. Support Staff Education Committee (SSEC)**

### **Structure:**

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

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

### **Mandate:**

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

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

### **Terms of Reference:**

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

### **Funding:**

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

## **9. Safety in the Workplace**

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

## 10. Provincial Joint Health and Safety Taskforce

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

The Provincial Joint Health and Safety Taskforce will:

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

## 11. Job Evaluation

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Committee Funding**

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

## **13. Public Education Benefits Trust**

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

#### **14. Benefits**

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

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

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

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

#### **15. Production of Local Collective Agreements**

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

#### **16. Demographic, Classification and Wage Information**

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

#### **17. Unpaid Work**

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

#### **18. Education Assistant Credential Standardization**

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

#### **19. Provincial Framework Bargaining 2025**

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

#### **20. Provincial Dispute resolution**

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





**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 15<sup>th</sup> September, 2022 by:

“Leanne Bowes”  
\_\_\_\_\_  
BCPSEA  
Leanne Bowes

“Paul Simpson”  
\_\_\_\_\_  
K-12 Presidents’ Council  
Paul Simpson

## MOA - Appendix B

### Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2019 – June 30, 2022 local Collective Agreement between the Board of Education of School District No. 39 (Vancouver) and IUOE Local 963.

Each signed off item is attached for reference.

<u>Article</u>	<u>Item</u>
2(A)	Definition and Coverage for Benefits, Permanent Employee
2(B)	Definition and Coverage for Benefits, Probationary Employee
2(D)	Definition and Coverage for Benefits, Notification of Retirement
5(B)	Application of Wage Rate Schedule, T4 Slips
7	Statutory Holidays
8(C)	Absence from Duty, For Accident Covered by Workers' Compensation
8(G)	Absence from Duty, Maternity Leave
8(I)(4)	Absence from Duty, For Union Business
8(O)	Absences from Duty, Absence from Duty – <i>Employment Standards Act</i>
9(E)	Benefits, Group Life Insurance
9(G)(2)	Benefits, Gratuity Plan
9(K)	Benefits, Advancement Fund
9(N)	Benefits, Transit Reimbursement (New)
9(O)	Benefits, Vehicle Vandalism (New)
10(H)(1)	General Provisions, Layoff/Severance, Preamble
11(A)(1)(a)	Engineer Custodial Staff, Working Conditions, Duties and Required Training and Qualification, Building Engineer, Head Custodian
11(A)(1)(a)	Engineer Custodial Staff, Working Conditions, Duties and Required Training and Qualification, Head Custodian
11(A)(1)(d)	Engineer Custodial Staff, Working Conditions, Duties and Required Training and Qualification, Assistant Building Engineer II
11(A)(1)(e)	Engineer Custodial Staff, Working Conditions, Duties and Required Training and Qualification, (missing title "Assistant Building Engineer I")
11.(A)(1)(f)	Engineer Custodial Staff, Working Conditions, Duties and Required Training and Qualification, Assistant Head Custodian
11(A)(1)(h)	Engineer Custodial Staff, Working Conditions, Duties and Required Training and Qualification, Steady Part Time
11(A)(1)(i)	Engineer Custodial Staff, Working Conditions, Duties and Required Training and Qualification, Temporary Custodian
11(B)(2)(a)	Engineer Custodial Staff, Allocation of Work, Distribution of Work
11(B)(3)(b)	Engineer Custodian Staff, Allocation of Work, Assignment of Staff
11(B)(3)(d)	Engineer Custodian Staff, Allocation of Work, Assignment of Staff (Salary Schedule)
11(B)(3)(e)	Engineer Custodian Staff, Allocation of Work, Assignment of Staff (Salary Schedule)
11(C)(5)	Engineer Custodial Staff, Application of Wage Rate Schedule, Shift Differential (Salary Schedule)
11(C)(8)(g)	Engineer Custodial Staff, Application of Wage Rates, Special Salary Categories (New)
11(C)(8)	Engineer Custodial Staff, Application of Wage Rates, Special Salary Categories, Operations Market Adjustment (New)
11(C)(9)	Engineer Custodial Staff, Application of Wage Rate Schedule, Sunday Bonus
11(D)(2)	Engineer Custodial Staff, Application of Wage Rate Schedule, General Provisions, Clothing and Footwear Allowance
12(C)(1)	Britannia Community Services Centre, Application of Wage Rate Schedule, Shift Differential (Salary Schedule)
13(C)(1)	Cafeteria Teachers' Aides/Food Service Workers, Allowances, Lead Hand

MoA: Appendix B – 2022 Provincial Framework Agreement

- 13(C)(2) Cafeteria Teachers' Aides/Food Service Workers, Allowances, Shift Differential (Salary Schedule)
- 13(E)(1) Cafeteria Teachers' Aides/Food Service Workers, General Provisions, Seniority
- 13(E)(3) Cafeteria Teachers' Aides/Food Service Workers, General Provisions, Notification of Vacancies
- 13(E)(4) Cafeteria Teachers' Aides/Food Service Workers, Clothing Allowance
- 13(E)(5) Cafeteria Teachers' Aides/Food Service Workers, General Provisions, Uniforms
- New Article 13(B)(3) Cafeteria Teachers' Aide/Food Services Workers, Cafeteria's Hosting Program
- New Article Cafeteria Market Adjustment
- 14(A) School Lunch Program, Hours and Days of Work
- 14(B)(1) School Lunch Program, Staffing
- Vacation Chart Amendments
- Summary of Wage Rates – housekeeping to 14,000 – 28,000 sq ft
- LOU RE: Article 11(A)(1) – Duties and Required Training and Qualification – Renew
- LOU Power Engineer Trainee (edits)
- LOU Edits to 2019 Sustainable Services Negotiating Mandate LOU
  
- Appendix A 5 Temporary Supervision Aide
- Appendix A 11 Statutory Holidays
- Appendix A 12(A) Supervision Aides, Sick Leave
- Appendix A 14 Gratuity Plan
- Appendix A 20 Supervision Aides, Clothing Allowance
- Appendix A 22 Absence from Duty, Absence from Duty – *Employment Standards Act*
- Appendix A New Article – Supervision Aides, Temporary Employee Service Accrual
- Appendix A New Article – Supervision Aides, Group Life Insurance
- Appendix A New Article – Removal of letters of discipline
  
- New Article Cultural Leave for Indigenous Employees (applies to all)
- New Article Collective Agreements (applies to all)

Agreed January 09, 2023.

IUOE Local 963

*Min Devo*  
*Ji Chota*  
*Hanj Singh Khangura*  
*Antoinette Amiretti*  
*Miswin*  
   
 

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

*S. Anderson*  
*K. King*  
*D. Anderson*  
*J. St*  
*Law Walli*  
*M. Francisco*  
*R. Macdonald*

**Letter of Understanding – Training Allowance Fund**

Letter of Understanding

Between

The Vancouver Board of Education (VSB)

And

IUOE Local 963

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

**The parties agree that the unused funding from 2020/21 and 2021/22 years totaling \$132,994.35 will remain in this fund for the purposes of providing continued training opportunities. Surplus local bargaining money from the 2022/23 year of the 2022-2025 Collective Agreement totaling \$30,135.12 will be added to this training fund.**

Signed September 23, 2019.

"Joann Horsley-Holwill"

Joann Horsley-Holwill  
Vancouver Board of Education

"Tim De Vivo"

Tim De Vivo  
IUOE Local 963

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

Letter of Understanding

Between

The Vancouver Board of Education (VSB)

And

IUOE Local 963

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

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

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

This Letter of Understanding expires at the **end of the term of 2022 collective agreement.**

“Joann Horsley-Holwill”

Joann Horsley-Holwill  
Vancouver Board of Education

“Tim De Vivo”

Tim De Vivo  
IUOE Local 963

September 23, 2019

## Letter of Understanding – Re: Dispatch for Temporary Operations staff

Letter of Understanding

Between

The Vancouver Board of Education

And

International Union of Operating Engineers, Local 963

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

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



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

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

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

Signed \_\_\_\_\_, 2020

“Joann Horsley-Holwill”  
Joann Horsley-Holwill  
Vancouver Board of Education

“Tim De Vivo”  
Tim De Vivo  
IUOE Local 963

## INDEX

### A

Absence - Britannia .....	51
Absence from Duty - Employment Standards Act .....	12, 84 (Appendix A)
Access to Personnel File .....	17
Accident Covered by Workers' Compensation .....	8
Adjustments - Britannia .....	51
Adjustments - E.C. Staff .....	37
Advancement Fund.....	16
Allocation of Work - E.C. Staff.....	33
Allotment of Staff to Schools .....	33
Allotment of Staff to Schools - Britannia .....	52
Allowances- CTA/FSW .....	55
Annual Vacation Entitlement .....	76
Application of Wage Rate Schedule - Britannia .....	53
Area Basis of Building Engineers' Salaries .....	38
Assignment of Staff - E.C. Staff.....	35
Assistant Building Engineer Duties etc. Britannia .....	50
Assistant Building Engineer I - Duties etc. ....	26
Assistant Building Engineer II - Duties etc. ....	25, 26
Assistant Building Engineer III - Duties, etc. ....	25
Assistant Head Custodian - Duties etc. ....	27

### B

Bank Deposit of Salary .....	5
Bereavement Leave.....	9
Building Engineer – Duties etc. ....	24
Building Engineer – Duties etc. Britannia .....	50

### C

Call Out - CTA/FSW .....	54
Classification Changes - CTA/FSW.....	57
Classification Manual.....	20
Clothing Allowance - CTA/FSW.....	57
Clothing and Footwear Allowances - E.C. Staff .....	41
Commencement of Benefits Based on Length of Service.....	2
Compulsory Quarantine.....	8
Consolidated Allowance - Britannia.....	53
Cultural Leave for Indigenous Employees.....	13, 82 (Appendix A)
Custodian - Duties .....	27

### D

Deferred Savings .....	16
Dental Plan .....	15
Disabilities Not Covered by Workers' Compensation .....	8
Dismissal .....	4
Distribution of Work - Britannia .....	52
Distribution of Work - E.C. Staff.....	34

### E

Education Purposes, Leave for .....	11
Emergency Call-Outs – E.C. Staff .....	32
Employee and Family Assistance Program.....	21

Employee Benefits - CTA/FSW .....	55, 56
Employee Training - CTA/FSW .....	57
Exceptions - Hours of Work .....	30
Expedited Grievance .....	4
Personal Leave of Absence .....	12

## G

General (Statutory) Holidays - CTA/FSW .....	55, 56
General Changes .....	18
Gratuity Plan - Accumulation .....	14, 15
Grievance Form .....	87
Grievance Procedure .....	3
Gross Area Definition .....	38
Group Life Insurance .....	14

## H

Head Custodian – Duties etc. ....	24
Health Insurance .....	13
Holidays - Britannia .....	51
Hours and Days of Work - CTA/FSW .....	54
Hours and Days of Work - School Lunch Program .....	58
Hours of Work - Britannia .....	50, 51
Hours of Work - E.C. Staff .....	28-31

## I

Illness of Immediate Family Member .....	8
Illness, Absence for .....	7
Index .....	112

## J

Joint Training Committee - E.C. Staff .....	42
Jury Duty/Crown Witness, Leave for .....	11

## L

Labour Management Committee .....	20
Layoff/Severance .....	21, 22
Lead Hand - Lead Hand and Lead Hand 2 (Commissary Kitchen) .....	55
Lead Hand 1 - E.C. Staff .....	37
Lead Hand 2 - E.C. Staff .....	37
Leasing and Contracting Out - E.C. Staff .....	42
Letter of Understanding #1 .....	61
Letter of Understanding #2 .....	62
Letter of Understanding #3 .....	63
Letter of Understanding - 11(A)(1) - Duties and Required Training and Qualifications .....	109
Letter of Understanding - Service Improvement Allotment .....	108

## M

Maintenance Engineer .....	25
Market Adjustments .....	40, 55
Maternity Leave .....	9
Medical and Dental Appointments .....	12
Mileage Allowance .....	16

Minor Repairs Chart.....	43
Municipal Pension Plan .....	13

**N**

Notices - Personnel Files.....	18
Notification of Vacancies - CTA/FSW.....	57
Notification of Vacancies - E.C. Staff.....	37

**O**

Overtime - Britannia.....	51
Overtime - CTA/FSW.....	54
Overtime - Custodians .....	32
Overtime – E.C. Staff.....	31
Overtime- School Lunch Program .....	59

**P**

Parental Leave.....	10
Payout of Annual Vacation .....	56
PEBT/LTD Benefits.....	16
Permanent Employee .....	2
Permanent Employee - CTA/FSW.....	53
Permanent Relief Employees - E.C. Staff .....	40
Personal Leave of up to Five (5) Days .....	12
Personal Leave of up to Two (2) Years.....	12
Personnel Files - Complaints.....	17
Picket Lines .....	20
Present Conditions and Benefits .....	18
Probationary Employee .....	2
Promotion While on Probation.....	2
Promotions - E.C. Staff.....	38
Provincial Framework Agreement .....	96
Public Affairs, Leave for.....	11

**Q**

Qualifications and Job Posting .....	28
--------------------------------------	----

**R**

Relationship Between Employees - Britannia .....	52
Relief of Absences - E.C. Staff .....	37
Retirement Bonus .....	6
Retirement Notice.....	31
Retirement Seminar.....	16
Review Committee - School Lunch Program .....	59
Right to Representation.....	4

**S**

Salary Increase.....	1
Salary While Relieving - E.C. Staff.....	39
Self-Funded Leave Of Absence Plan .....	88
Senior Assistant Building Engineer - Duties etc. Britannia.....	50
Seniority - - CTA/FSW .....	56
Seniority - E.C. Staff .....	35

Shift Differential - - CTA/FSW.....	55
Shift Differential - Britannia .....	53
Shift Differential - E.C. Staff.....	39
Sick Leave .....	7, 80
Special Salary Categories - E.C. Staff.....	40
Split Work Week - E.C. Staff .....	33
Staff Meetings - School Lunch Program.....	59
Staffing - School Lunch Program.....	58
Statutory Holidays.....	7
Steady Part-Time Custodian .....	27
Suitability .....	2
Summer Employment - SPT .....	27
Sunday Bonus - E.C. Staff.....	41
Supervision Aide - Annual Vacation .....	80
Supervision Aide - Appendix A .....	77
Supervision Aide - Bereavement Leave .....	82
Supervision Aide - Clothing Allowance.....	83
Supervision Aide - Compulsory Quarantine .....	82
Supervision Aide - Continuity of Employment and Transfer.....	77
Supervision Aide - Days of Work .....	77
Supervision Aide - Dismissal .....	79
Supervision Aide - Expedited Grievance .....	79
Supervision Aide - Gratuity Plan.....	81
Supervision Aide - Grievance Procedure .....	78
Supervision Aide - In Lieu of Benefits.....	77
Supervision Aide - Group Life Insurance.....	86
Supervision Aide - Leave of Absence for Union Business .....	82
Supervision Aide - Leave of Absence Without Pay .....	84
Supervision Aide - Parental Leave .....	81
Supervision Aide - Personnel Files.....	86
Supervision Aide - Right to Representation .....	79
Supervision Aide - Sick Leave.....	80
Supervision Aide - Statutory Holidays .....	80
Supervision Aide - Technological Change .....	80
Supervision Aide - Union Security .....	79
Supervision Aide - Wage Rates and Hours of Work .....	83

**T**

T4 Slips .....	5
Technological Change .....	18
Temporary Custodian .....	28
Temporary Employee - CTA/FSW.....	54
Temporary Employee's Seniority - Cafeteria Workers .....	56
Temporary Employee Service Accrual - Supervision Aides .....	86
Term of Agreement.....	1
Termination During Probationary Period .....	2
Transfers - E.C. Staff.....	38
Transit Reimbursement .....	17, 85
Travelling Time - E.C. Staff .....	40

**U**

Union Business, Leave for.....	10, 11
Union Security .....	3

**V**

Vacancies - Britannia .....51  
Vacation - Spare Custodian .....6  
Vacation Bonus.....6  
Vacation Entitlement Chart .....76  
Vacations .....5  
Vancouver School Board Courses .....20, 21  
Vehicle Vandalism Coverage ..... 17, 58, 86

**W**

Wage Rate Summary .....64-75  
War and Peacekeeping Service - - Vacation Entitlement.....23  
Work Assignments Dispute Resolution .....45