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**ARTICLE 1: DEFINITIONS**

The following definitions shall apply for purposes of this Agreement:

1.06 Spareboard Employee

(i) Spareboard Employee :

Is an employee hired to the Facilities Department, to work primarily in a custodial position on an on-call basis or one who fills a regular vacancy on a relief basis. If the relief position exceeds three (3) calendar months, they shall then receive the regular Custodian I rate for the balance of the relief assignment. Such employee(s) shall return to the spareboard and spareboard rate of pay at the completion of the relief assignment. Should the relief assignment exceed twelve (12) months for any reason, such position shall be posted as a regular position.

(ii) Senior Spareboard Employee :

Is an employee that is hired to the Facilities Department to work in one of the five (5) custodian positions on a full-time, continuous basis; single work location or have a fixed work schedule. Senior spareboard employees are subject to the following conditions:

- (a) Hours of work will be flexible and weekend work will not constitute overtime unless the maximum hours have been worked during the preceding week;
- (b) Will be compensated at the regular Custodian 1 pay rate;
- (c) Vacancies will be filled by the most senior, qualified spareboard employee(s). Upon becoming a senior spareboard employee, they shall serve an appraisal period of six (6) calendar months. If the senior spareboard employee does not successfully complete the appraisal period they may revert to the spareboard and the spareboard rate without loss of seniority.
- (d) Will be subject, (ii) (a), to Article 1.09.

1.07 Probationary Employee

Is any employee who has not successfully completed the requirements of the probationary period pursuant to Section 15.02.

1.08 Benefits for Regular Employees Working Less Than Full -Time

Regular employees who work less than full-time hours, as defined in Article 18, shall be eligible for the following benefits:



- (iii) They shall have their temporary or spareboard service accumulated for purposes of seniority pursuant to Section 15.04 (v);
- (iv) They shall have access to the grievance procedure;
- (v) They shall pay union dues pursuant to Article 6;
- (vi) They shall receive benefits of Sections 25.02, 25.03, 25.10, 25.11,

**ARTICLE 2:**



union dues deducted on behalf of each dues payee, by check-off, during the previous year.

## **ARTICLE 7: CORRESPONDENCE**

### 7.01

All correspondence between the parties, arising out of this Agreement or incidental thereto, except as provided in Section 7.02, shall pass to and from the Secretary-Treasurer of the Board or their delegate, and the Secretary of the Union or the Union's

**ARTICLE 10**

**LABOUR/MANAGEMENT COMMITTEE**

10.01

- (i) A Labour/Management Committee shall be appointed, consisting of not more than four (4) representatives of the Board and not more than four (4) representatives of the Union. The Committee shall convene at the request of either party. The date, time and place of meetings shall be by agreement of the parties and be held within two (2) weeks of said request.

Only those items shall be discussed at committee meetings, excepting those items which are added by mutual agreement.

- (ii) The wages of the committee members while sitting on Labour/Management committees are covered by the employer. If the committee member is scheduled to work on the evening shift, the employee will receive time off their regular shift equal to time spent while attending the meeting. The balance of the employees shift shall be scheduled based on operational requirements.

10.02

The Committee shall concern itself with the matters of the following general nature:

- (i) considering constructive criticisms of all activities so that better relations shall be maintained.





## **ARTICLE 11: GRIEVANCE PROCEDURES**

### 11.01 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitratable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work, or any reduction in production or services.

### 11.02 Procedure

- (i) Step 1: Within sixty (60) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with their section manager, as designated by the Board. If the employee so desires, a shop steward may be present during discussions at this Step.
- (ii) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to the Director of Facilities within seven (7) working days of the discussion at Step 1. The recipient of this grievance shall meet with the employee and a shop steward, or other representative of the Union, within seven (7) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement. The Employer's answer at this Step shall be in writing.
- (iii) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the designated representatives of the Union and the Secretary-Treasurer, within seven (7) working days of the last meeting at Step 2. The Employer's answer at this Step shall be in writing.
- (iv) Step 4: If no settlement is reached through the foregoing procedure, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, the request shall be submitted to the other party in writing within ten (10) working days of the last meeting provided at Step 3.

### 11.03 Extension of Time Limits

The parties may, by mutual agreement in writing, extend the time limits established above, provided such extension is requested prior to the expiry of the time allowed.



- (iii) One-half (1/2) the expenses of the Board for clerical assistance, supplies and rent of a place to meet, etc.

**ARTICLE 13:**















## 16.02 Posting of Vacancies

- (i) Vacancies in regular positions, as defined in Section 1.04, shall be posted for a period of five (5) working days prior to being filled, in such places as mutually agreed upon by the Employer and the Union.

Increases of thirty (30) minutes or less to regular appointed hours do not constitute a new regular position which requires posting.

- (ii) The Union shall be notified in writing forty-eight (48) hours prior to the posting of all vacancies under this Article, such notice to include the nature of the vacancy, the minimum qualifications therefore and all details and pertinent material thereto.
- (iii) Within this forty-eight (48) hour period, either party may request a meeting of the Union-Management Committee to discuss the staff change, however this subsection shall not be used to delay filling such vacancy.
- (iv) Temporary vacancies, as defined in Section 1.05, shall not be posted under this Article.
- (v) When a vacancy occurs for a regular afternoon shift custodial position at a particular school, the available number of hours will be posted in accordance with the current CUPE 382 Collective Agreement. It is expected that those employees wishing to either change schools, or change cleaning assignments within a school, will apply through the regular posting process. If the senior qualified applicant is already assigned to the school where the vacancy exists, they will have the option of choosing the vacated area and the next senior qualified applicant will be appointed to the school and assigned to their vacated cleaning assignment. The following shall be added to all postings:  
can be changed by the Manager, in consultation with the CII, as and when oper

## 16.03 Role of Seniority in filling Vacancies

Job opportunity should increase in proportion to length of service. Therefore, in the filling of vacancies, the applicant with the greatest seniority and having the required qualifications, skills and ability to perform the job applied for shall be awarded the position.

## 16.04 Appraisal Period

- (i) When a regular employee is the successful applicant in filling a vacancy posted under Section 16.02, they shall serve an appraisal



a result of either (a) the elimination of such position, or (b) the reduction of any working hours in that position.

#### 17.02 Union/Management Meeting

- (i) Should the Employer intend to institute a layoff(s), it shall notify the Union as soon as practicable.
- (ii) The parties shall complete the work required by this subsection as soon as possible in order to provide the effected employees and the employer a reasonable opportunity to implement changes created by the layoffs. The employer may designate a bumping pattern and the Union shall have the right to grieve and arbitrate the pattern in accordance with Articles 11 and 12 of this Agreement.
- (iii) Once positions have been identified, affected employees will be notified of their rights of layoff and the potential bump. At this meeting, the affected employee must exercise their rights of layoff as per Article 17.03.

#### 17.03 Rights of Layoff

Employees receiving notice of layoff shall select one of the following procedures during a Union/Management consultative meeting held for this purpose:

- (i) Bumping, pursuant to Article 17.06 or 17.07 as applicable
- (ii) Severance, pursuant to Article 17.07
- (iii) Recall, pursuant to Article 17.09 and 17.10

#### 17.04 Layoff Order

Both parties recognize that job security should increase in proportion to length of service, therefore in the event a layoff occurs, the affected employee(s) shall be laid-off in the reverse order of their seniority in the classification and work location, where applicable, designated for the layoff by the Employer.

#### 17.05 Notice of Layoff



17.09 Recall List

(i)





**ARTICLE 10**

(ii) Custodian I/Engineer - Day Shift

Any eight (8) consecutive hours, excluding meal times, between 5:00 a.m. and 5:00 p.m. The actual hours of work to be scheduled by the Custodian II in consultation with the Manager of Operations.

(iii) Custodian I - Afternoon Shift

The normal hours of work for Custodian I positions will be eight (8) consecutive hours per shift, excluding meal times, between 3:00 p.m. and midnight. It is understood that operational efficiencies will require some positions of less than eight (8) hour shifts. The actual hours of work will be scheduled by the Custodian II in consultation with the Manager of Operations.

(iv) Custodian I - Night Shift

Up to eight (8) consecutive hours, excluding meal times, between 11:00 p.m. and 7:30 a.m. The actual hours of work to be scheduled by the Custodian II in consultation with the Manager of Operations.

(v) Day Cleaners/Day

Up to eight (8) consecutive hours, excluding meal times, between 8:00 a.m. and 4:30 p.m. The actual hours of work to be scheduled by the Custodian II in consultation with the Manager of Operations.

(vi) Garage Operations

For the most efficient operation of this area, the work shifts shall be established to suit the operation.

(vii) Receiver-Shipper/Warehouse Person

Up to eight (8) consecutive hours, excluding meal times, between 7:00 a.m. and 5:00 p.m.

(viii) Custodian Staff on Non-School Days

(a) Custodian I and Custodian II staff shall work eight (8) consecutive hours between 5:00 a.m. and 6:00 p.m., exclusive of meal time on non-school days, as defined by the Public Schools Act. Hours to be determined after consultation with Custodian II and Manager.

(b) In certain schools, which shall be designated one (1) month in advance of the initial change, Custodian may be required to work a shift other than day shift on non-school days.

(ix) Weekend Work - Custodial Staff

In order to be notified in writing in

- (e) All other issues that arise in connection with these positions will be dealt with under the relevant provisions of the agreement.

18.06 Four Hour Minimum Work Day

- (i) The Employer is committed to providing a minimum of four (4) hours

## ARTICLE 19: OVERTIME

### 19.01 Overtime Rates

- (i) Where conditions necessitate overtime, and where the overtime work is authorized and permission granted by the appropriate manager, such overtime will be paid at the rate of time and one-half (1 1/2) for the first two (2) hours in excess of eight (8) hours in any one day, Monday to Friday; thereafter double time (2x).
  
- (ii) excess of seven and one-half (7 1/2), and on night shift for hours in excess of seven (7), except in those instances where a seven and one-half (7 1/2) or any eight (8) hour shift is worked.

### 19.02 Weekend and Statutory Holiday Work

All hours worked by a regular employee on Saturdays, Sundays and Statutory Holidays, except as provided in Subsection 18.05 (ix), shall be paid for at double time (2x).

### 19.03 Call Out

Regular and temporary employees who are called out and required to work outside their regular working hours, shall be paid at overtime rates, with a minimum payment equal to three (3) hours at regular rates.

If the call out is on a day the employee is not scheduled to work, a minimum payment equal to four (4) hours at regular rates shall be paid.

### 19.04 Time Off in Lieu of Overtime

In lieu of payment for overtime, a regular employee may be granted time off in an equal amount, provided prior mutual agreement has been attained. Accrual of time off in lieu shall not exceed ten (10) regularly scheduled working days. Within one month of attaining this maximum accrual, time off in lieu shall be taken on mutually agreed dates, or arrangements shall be made to pay out such accrual. Where an employee receives a transfer, uplift, or promotion, accrued overtime shall be paid out or taken as time off at the rate earned prior to the change.



vacation pay adjustment based on their years of continuous service, as outlined in the "Overtime Vacation Pay Adjustment" column below. This is in lieu of the vacation accrual.

The accrual factor and overtime vacation pay adjustment shall be based on the following:

Years of Continuous Service	Accrual Factor	Annual Vacation Entitlement	Overtime Vacations Pay Adjustment
less than 7 years	.0577	15 vacation days	6%
Seven (7) years or greater	.0769	20 vacation days	8%
Fifteen (15) years or greater	.0962	25 vacation days	10%
Twenty-three (23) years or greater	.1154	30 vacation days	12%

#### 21.02 Vacation Pay

- (i) An employee's regular pay shall continue during annual vacation leaves. Wages received while on vacation will be paid in accordance with the regular hourly rate paid for regular appointed hours worked prior to the commencement of the vacation. All vacation time must be recorded accurately as such on time sheets. If an employee codes more vacation time on their time sheet than they have in the accrual bank, the time in excess of banked time will be unpaid leave.
- (ii)

### 21.03 Years of Service

For purposes of calculating "years of completed service" for vacation entitlement, the employees' seniority date to the present vacation year shall be used to calculate years of service.

### 21.04 Annual Vacation Adjustment

Employees who have received paid vacation pursuant to Article 21.02 during the vacation year and who have any remaining entitlement based on their balance of vacation hours accrued from the total hours worked during the prior year shall be paid out. Such vacation entitlement payout will occur after the last pay day in June.







Employees shall follow the reporting procedures with regards to notifying of an absence due to sickness and return to work as

(iii) **Rehabilitation:**  
Special rehabilitation programs as recommended and supported by professional Physiotherapy or Occupational Therapy providers.

(iv) **Ergonomic Adjustments :**  
Modifications to the workplace (materials and/or equipment).

(v) **Rate of Pay and Appraisal Period**

Employees receiving special placement under this Letter of Understanding shall be paid the rate for the job in which they are placed. See Article 16.04 regarding Appraisal Period.

(vi) **Re-orientation to the Workplace**

A departmental orientation will be provided, as well as a general work site orientation, if necessary, for an employee who has been off work for an extended period of time.

(vii) **Accommodation Committee**

The parties agree to form an Accommodation Committee consisting of up to three (3) representatives from the Union and up to three (3) representatives of the Employer in addition to the District Health and Safety Officer. Employees who are members of the Committee shall be granted leave without loss of pay to participate in the Committee process.

### **Purpose**

The purpose of the Committee is to promote the philosophy and encourage the return to work of employees.

### **Role and Function**

The roles and functions of the Committee are as follows:

- (i) Assist in the development of processes and structures for accommodation in the workplace;
- (ii) Act as an advisor to employees and the Board on accommodation in the work site(s);
- (iii) Request information and provide feedback concerning individual employee accommodation;

- (iv) Prior to entry into an accommodation, the Committee and the employee shall discuss the planned program and its duration. The details of the proposed accommodation will be confirmed in writing to



#### 24.02 General Leave

- (i) The Board may grant leave of absence without pay and loss of seniority to any regular employee requesting such leave for good and sufficient cause, such requests shall be in writing and approved by the Board. The Board's approval shall not be withheld unjustly.
- (ii) Except for Regular Employees off work on Worksafe or any other medical leave, Regular Employees on an approved leave of absence greater than twelve (12) months shall bump back into the work force upon their return to work in accordance with Article 17.
- (iii) Regular Employees off work on Worksafe, or any other medical leave of absence greater than twenty-four (24) months shall bump back into the work force upon their return to work in accordance with Article 17.

#### 24.03 Union Business

- (i) Time-off with pay shall be granted to not more than four (4) representatives of the Union when it becomes necessary to transact business with the Board during working hours.
- (ii) Time-off without pay shall be granted to not more than four (4) delegates of the Union, upon verbal notification, followed by written application to the Director of Facilities or delegate.

#### 24.04 Bereavement Leave

- (i) In the event of death of a member of an employee's immediate family: spouse (including common-law spouse), children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren, or any 2nd degree relative living at the same household as the employee, such employee shall be granted upon request, leave of absence deemed appropriate by the Director of Human Resource Services or their delegate. The employee shall receive regular straight time salary for an aggregate total of up to







immediately after the end of the leave taken under subsection (iii) or (iv).

- (vii) The employee returning to work after the expiry of the authorized leave, will be reinstated in all respects and service will be deemed to be continuous.
- (viii) The Board shall provide to a regular employee a leave of absence with pay to a maximum of four (4) days for the purpose of the adoption or legal guardianship of a child.

#### Paternity Leave

- (ix) The Board shall provide to a regular employee a leave of absence with pay to a maximum of four (4) days for the purpose of paternity leave. This paternity leave shall be taken within forty (40) working



25.02 Shift Differential

Regular and spareboard employees on an afternoon and night shift shall be paid for hours actually worked at the rates of pay contained in Schedule

25.03 Mileage Allowance/Vehicle -Use Compensation

- (i) Employees authorized to use their personal vehicle in carrying out duties for the Board shall be reimbursed. Each January the Kilometer Allowance should be adjusted to reflect the CRA allowable rate for British Columbia.
- (ii) In addition to (i) above, a vehicle use compensation of sixty dollars (\$60.00) per month will be paid to employees who are authorized to use their personal vehicle for transporting to/from job sites both School Board and personal tools, materials, and fellow employees, when mileage exceeds one hundred kilometers (100 km) per month.

25.04 Uplift in Rate

- (i) Where an employee is assigned to perform work of another employee in a higher rate of pay, they shall receive the higher rate of pay.
- (ii)





(ii)

- (ii) Extended Health Benefits: Eligible employees shall contribute twenty-five percent (25%) of the premium for the plan and the employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premium. The plan shall include vision care providing for eighty percent (80%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for each regular employee and their dependents to a maximum cost of two hundred dollars (\$200) per pair (including hearing aids to a maximum of five hundred dollars (\$500.00) every five years).

#### 26.02 Group Life Insurance

Regular employees who are eligible for coverage under the terms of the Group Life Insurance Plan in effect through the B.C. Life & Casualty, shall, as a condition of employment, participate in this plan from the first day of the month following completion of ninety (90) days employment. The plan shall provide basic insurance in the amount of two times (2x) the employee's annual basic earnings, rounded upwards to the next highest thousand, plus (+) such optional benefits as may be offered through the B.C. Life & Casualty. This Article to be effective January 1, 1994. Eligible employees shall contribute twenty-five percent (25%) of the premium for the plan and the employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute ~~to~~ shall 53(l)8(y)10





and August fringe benefit premiums for Article 26.01 (Medical and Extended Health) and Article 26.03 (Dental) will be deducted on a ten (10) month basis on the first pay of each month. An adjustment will occur each June to allow for changes to premium rates and to reconcile for actual costs or employee dependent changes during the school year.

#### 26.08 Jointly Trusteed Benefits Trust

The Parties have agreed to participate in a jointly trusteed benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article (note districts without AD&D would not include reference to that benefit) as soon as the trust is able to take on that responsibility.

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

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

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Ma 2at n BT /F1cord Ma 2at n BT /

27.02

Where a technological change is to be implemented which (i) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (ii) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.

27.03

Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.

27.04

normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within that work unit and/or department and, secondly, to provide enhanced

**ARTICLE 29:**



33.02

Acceptance of employment with the Board shall constitute acceptance of the terms and conditions of this Agreement.

**ARTICLE 34 - CUSTODIAL JOB DUTIES**

34.01

- (i) The Custodian II, in addition to those duties specifically outlined in the job descriptions, shall be responsible for cleaning and maintaining a designated area.
- (ii) In schools where a third (3<sup>rd</sup>) under the Power Engineers & Boiler & Pressure Vessel Safety Act, the day shift Custodian II shall be required to perform any cleaning duties up to a maximum of two (2) hours on a regularly scheduled basis.

34.02

- (i) To generally describe the responsibilities, duties and scope of individual positions or jobs;
- (ii) The examples or illustrations of work performed are not exhaustive but merely a listing of the significant tasks involved in a position or job;
- (iii) Job descriptions notwithstanding, it is accepted that all employees have a responsibility to assist and cooperate with other employees and managers in ensuring that work is performed in a productive and efficient fashion.

#### 35.02 New/Revised Job Descriptions

The current job descriptions shall be in effect on the effective date of this Agreement.

- (i) In the event that a new job is created by the Employer after the effective date of this Agreement, or any job is altered significantly by the Employer, a new or updated job description shall be prepared by the Employer and forwarded to the Union.
- (ii) When the Union agrees that the description adequately describes the duties which the Employer requires of the job, it shall endorse and return the description to the Secretary-Treasurer, who shall then finalize the description.
- (iii) If the Union feels that the description does not adequately describe the duties which the Employer requires of the job, it may request that the description be reviewed by the Joint Job-Description Committee.

#### 35.03 Joint Job -Description Committee

- (i) The Joint Job-Description Committee shall consist of two (2) appointees from the Union and the Employer. It shall meet as required to review job descriptions referred to it by either the Employer or the Union. When the committee members agree on wording to adequately describe the duties which the Employer requires of the job, the description shall be finalized by the Director of Human Resource Services on the basis of such Agreement.
- (ii) When the Committee is unable to agree within thirty (30) days upon wording to adequately describe the duties which the Employer requires of the job, either party may refer the description to a single arbitrator to have this wording established. The cost of the arbitration shall be shared equally by the parties. Should the parties fail to agree



on an arbitrator within ten (10) days of referral, the Minister of Labour shall be requested to appoint an arbitrator.

35.04 Pay Reviews

Where a position is changed by the Employer sufficiently to warrant a re-evaluation, or a new position is created by the Employer, the rate of pay for that new or revised position shall be established by the Employer for a period of six (6) months, and written notice to this effect shall be forwarded to the Union. After the six (6) month period, the Union may request an evaluation review of the pay rate so established. If no agreement is reached as a result of this review, the parties may resolve the matter through the grievance procedure, provided always, that if arbitration is required, the arbitrator shall have the power to adjust the wage rate accordingly.

**ARTICLE 36: PERMITS**

36.01

- (i) The amount of time allotted to service night school classes shall not





4. No employee will be held liable or responsible for the improper action of any individual participating in a work experience placement;
5. A person placed within the District in a work experience shall be subject to the requirement of an acceptable criminal record check;
6. A person placed within the District in a work experience is not an employee nor entitled to any preference over any regular or spareboard employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties;
7. At no time will an individual be placed in a workplace during an industrial relations dispute between the Union and the Employer. If an industrial relations dispute arises during a work experience placement, the individual will be removed from the workplace until such time as the dispute is resolved;
8. The employee who has agreed to supervise an individual on a work experience placement will be provided with adequate time to work with the individual without penalty or threat of discipline;
9. The Work Experience Placement Agreement referred to in the Letter of Understanding created jointly by the Board and the Union sets out conditions for internal placement(s) within School District #61.

Note: Please refer to Letter of Understanding #2.

## **ARTICLE 40: WORK HOUR REDUCTIONS**

### 40.01

Since the Letter of Understanding dated January 10, 1975, custodial work hours in the schools have been significantly reduced. The Union agrees with the Board that these reductions are due to budget restraint. The Parties agree that if further reductions are being considered that the parties will meet to discuss the possible reductions and to consider available alternatives.

**ARTICLE 41: LETTERS OF UNDERSTANDING**

For the term of the Agreement the following Letters of Understanding shall

be attached to and form part of this agreement:

# 1

Jurisdictional Anomalies

# 2

Work Environment Placement Agreement

# 3

Harassment – Information Mediation Process

# 4

Local Table Bargaining Funds

*Witnessed*  
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed

this day of February, 2024, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

The Corporate Seal of the Board was hereunto affixed in the presence of:



**FOR THE UNION**

Sealed with the Seal of the Canadian Union of Public Employees, Local No. 382 in the presence of:

Knapik





## SCHEDULE "B"





6 & + ( ' 8 / ( ' 3 ' ' )

CUPE LOCAL 382

APPRENTICESHIP SCALE

	3 Year	4 Year
1st six months	50%	50%
2nd six months	55%	55%
3rd six months	65%	65%
4th six months	75%	70%
5th six months	85%	75%
6th six months	95%	80%
7th six months		85%
8th six months		95%



LETTER OF UNDERSTANDING # 1 ±Continued

- (d) The operational requirements;
  - (e) The existing duties and qualifications;
4. Where the Parties are unable to achieve a mutually agreeable resolution within thirty (30) days, or such longer period as may be agreed to by the Parties, then the matter shall be submitted to a single arbitrator named by agreement of the Parties for the sole purpose of adjudicating disputes arising under this provision.
5. It is understood that, where the Parties are agreed, the question may be adjudicated based on written submission to the arbitrator, otherwise they shall conduct a hearing in the normal manner.

Original signed the 6th day of December, 2022

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CUPE Local 382

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School District No. 61 (Greater Victoria)

## LETTER OF UNDERSTANDING #2

between

BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 382

Re: Work Experience Placement Agreement

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The Employer and the Union agree that the provision of work experience for secondary students or other participants of recognized training or job re-entry programs is in the best interest of the community as a whole and the individuals in particular. The purpose of this Letter of Understanding is to set in place the framework within which work experience placements shall operate.

The following terms and conditions must be met in order for a work experience placement to be acceptable:

1. For the purpose of this agreement, work experience placements are identified as follows:
  - (a) A work experience placement is designed to introduce individuals to specific work experiences and skills by placing the individual in a working environment in order that the individual can experience first hand the demands of the workplace, jobs and skills they will face when entering the work force;
  - (b) Such placement shall not exceed twenty (20) working days without mutual agreement between the parties.
2. (a) Before entering into a Work Experience Placement Agreement, the Union will receive written notification of the intent to place an individual on work experience.



LETTER OF UNDERSTANDING # 2 ±Continued

11. Regular meetings between the Union and the Employer will be held to discuss





LETTER OF UNDERSTANDING # 3 - Continued

3. Should a resolution be reached between the complainant and the respondent during this informal resolution process, it shall be written up and signed by both. Only the complainant and the respondent shall have copies for the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No discipline would be imposed on the respondent.

Where a respondent has acknowledged responsibility, the manager may advise the respondent of the expectations of behaviour in a neutral, circumspect memo. Only the respondent shall retain a copy of the memo.

That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

In the event that no resolution is achievable through the informal process or, if during the informal process, there are indications of the possibility of serious misconduct, the complainant is entitled to lodge a formal, written complaint.

Original signed the 6th day of December, 2022

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CUPE Local 382

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School District No. 61 (Greater Victoria)

LETTER OF UNDERSTANDING # 4

between

BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 382

Re: Local Table Bargaining Funds

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Provincial CUPE agreement, funds were identified to be used in the 2022-2025 bargaining round. Additionally, funds were identified to be used in the 2022-2025 bargaining round for the Service Improvement Funds. The following funds are available:

Local Table Funds

2022/2023	\$112,923	
2023/2024	\$22,274	(additional)
2024/2025	\$39,871	(additional)
Subtotal:	\$175,068	

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SIA Funds

2022/2023	\$51,539
2023/2024	\$51,539
2024/2025	\$51,539
Total:	\$226,607

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The Greater Victoria School District will use these funds in the following ways:

1. Effective July 1, 2022, trades allowance of 1.5% to be added to their wage defined in Schedule A. The trades allowance will be applied to all classifications
- 2.
3. Effective July 1, 2022, increase Field Service Representative allowance by \$1.45/hour. Effective July 1, 2024 increases to \$2.00/hour



f.

services to students, staff and community users of schools. Direct costs of the training will be covered by the fund.

The District will consult with the Union on the goals of the training and the scheduling of its provision.

For the term of the collective agreement, the training will develop employees in the following areas:

- x Respectful Workplace and Diversity of Students and Staff
- x Department Relations with School Staff and Community Users
- x Leadership skills to support the advancement of employees
- x Cross-training to provide opportunities for employees in specialised positions

The following funds have been set aside:

(i) Year 1:	\$13,381.34
(ii) Year 2:	\$1,446.17
(iii) Year 3:	\$12,490.87

Original signed the 6th day of December, 2022

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CUPE Local 382

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School District No. 61 (Greater Victoria)



- 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

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

- 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 \$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





- 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.

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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

- x 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





## 22. Employee Support Grant

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

## 23. Adoption of the Provincial Framework Agreement

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

Dated this 15th day of September, 2022.

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

K- 3 UHVLGHQWV¶ & RXQFLO ¶ & XEOLF 6FKRRO (PSOR\HUV¶  
Support Staff Unions Association





Provincial Framework Agreement ±Appendix A

Letter of Agreement

Between:

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 comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. 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.