

# **COLLECTIVE AGREEMENT**

**-BETWEEN-**

**THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 54  
(BULKLEY VALLEY)**



**-AND-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2145**

***CUPE***

**JULY 1, 2019 – JUNE 30, 2022**

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**AGREEMENT BETWEEN:**

**THE BOARD OF TRUSTEES OF  
SCHOOL DISTRICT NO. 54 (BULKLEY VALLEY)**  
(hereinafter called the "Board")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2145**  
(hereinafter called the "Union")

**ARTICLE 1**      **PREAMBLE**

**1.01**              **Purpose of Parties to this Agreement.**

It is the purpose of both Parties to this Agreement:

- (a) To seek to maintain and improve harmonious relations between the Board and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations with regard to wages, hours of work and working conditions.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.

**1.02**              **Desirability of a Collective Agreement**

It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

**ARTICLE 2**      **MANAGEMENT RIGHTS**

**2.01**              **Management and Direction**

The management and the operation of and the direction and promotion of the working forces is vested exclusively in the Board, subject to the terms of this Agreement.

**2.02**              **Hiring and Discipline**

The Board shall have the right to select its employees and to discipline, transfer, demote or discharge them for proper cause.



### **2.03 Supervisory Staff**

The selection and promotion of supervisory officials shall be entirely a matter for the Board's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

### **2.04 Recognition**

The Board shall exercise its rights in a fair and reasonable manner.

### **2.05 Board Shall Not Discriminate**

The Parties agree there will be no discrimination exercised or practiced with respect to any employee in the administration of this Collective Agreement by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics and disability, nor by reason of the employee's membership in the Union.

## **ARTICLE 3 RECOGNITION AND NEGOTIATION**

### **3.01 Recognition of the Union**

The Board recognizes the Canadian Union of Public Employees and its Local 2145 as the sole and exclusive collective bargaining agent for all its employees as certified by the Labour Relations Board to be part of said Local.

### **3.02 No Other Agreements**

No employee or group of employees shall be required or permitted to make a written or verbal agreement with the Board or its representatives which may conflict with the terms of this Collective Agreement.

### **3.03 Exclusions**

The Parties to this Agreement hereby agree to exclude the position of Confidential Secretary to the Secretary-Treasurer and Superintendent of Schools from the terms and conditions of this Agreement.

The Parties further agree to exclude the payroll position from the terms and conditions of this Agreement on the understanding that the person holding the position at the time of signing this Agreement may opt to remain under the provisions of this Agreement.

### **3.04 Representative of Canadian Union**

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representative/s may request access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

### **3.05 Representation**

The Union will supply the Board with the names of its officers. Likewise, the Board shall supply the Union with a list of its supervisory personnel.

## **ARTICLE 4 UNION MEMBERSHIP REQUIREMENTS**

### **4.01 Union Membership**

The Board agrees that all employees who, at the date of signing of this Agreement, are members of the Union, or any employee who hereafter during the life of this Agreement becomes a member, shall as a condition of continued employment maintain membership in good standing with the Union.

New employees commencing employment with the Board shall become members of the Union within fifteen (15) days.

### **4.02 Community Volunteers & Work Experience Programs**

The Parties agree that volunteers bring a positive community involvement and their contribution is a valuable addition to the education of students.

The use of community volunteers and work experience programs shall not displace in full or in part or reduce the hours of work of any member of the Bargaining Unit.

## **ARTICLE 5 CHECK OFF OF UNION DUES**

### **5.01 Check-off Payments**

As a condition of employment, every employee shall sign a check-off form authorizing the Board to deduct from the employee's earnings and pay to the Union any dues, initiation fees or assessments legally levied.

The Board shall remit the dues deducted pursuant to such assignment to the Secretary Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) of the month following that in which such deductions were made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Dues deductions shall commence upon the date of hire of a new employee.

### **5.02 Dues Receipts**

At the time that Income Tax (T-4) slips are made available, the Board shall type on the amount of Union dues paid by each Union member in the previous year.

### **5.03 Notification**

The Union shall be notified of all appointments, hirings, lay-offs, re-hirings and terminations of employment with the month-end check-off statement.

Notification of hirings shall contain classification and rate of pay and in the case of casual employees, the anticipated termination date.

#### **5.04 Financial Responsibility**

Notwithstanding any provisions contained in this section, there shall be no financial responsibility on the part of the Board for the dues of an employee, unless there are sufficient unpaid wages of that employee in the Board's hands.

### **ARTICLE 6 NEW EMPLOYEES**

#### **6.01 Orientating New Employees**

The Board agrees to advise new employees that a Collective Agreement is in effect and will provide an electronic copy or a hard copy upon request. The Parties agree that a Union Representative will be provided an opportunity to meet with new employees, to further acquaint them with Union employment. Such meetings will be scheduled so as not to disrupt normal operations.

### **ARTICLE 7 CORRESPONDENCE**

#### **7.01 Correspondence Between the Parties**

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Secretary-Treasurer of the Board and the Secretary of the Union.

### **ARTICLE 8 LABOUR MANAGEMENT MEETINGS**

#### **8.01 Joint Meetings**

Either Party may request a joint meeting to discuss matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement.

### **ARTICLE 9 LABOUR MANAGEMENT BARGAINING RELATIONS**

#### **9.01 Union Bargaining Committee**

Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Board of the Union nominees to the Committee.

#### **9.02 Function of the Bargaining Committee**

The Union Bargaining Committee shall be responsible for negotiating with the Board and/or their agents to establish wages, hours of work and other working conditions.

### **9.03 Time Off for Meetings**

Up to four (4) representatives of the Union on the Bargaining Committee, who are in the employ of the Board, shall have the right to attend meetings held within working hours without loss of remuneration.

## **ARTICLE 10 EMPLOYEE DEFINITIONS**

That for the purpose of this Agreement and unless the context otherwise requires:

### **10.01 Probationary Employee**

Probationary employee shall be defined as a person who is serving a probationary period of forty-five (45) working days, for a regular appointment with the Board.

### **10.02 Casual Employee**

Casual employee shall be defined as a person who is employed on a day to day basis and who has an anticipated termination date. Casual employees shall usually be hired as a temporary replacement necessitated by illness, injury, leave of absence, vacation or temporary filling of a vacancy.

Temporary Work will be defined as follows:

- (i) Temporary work less than sixty (60) days will be awarded based on seniority/secondary seniority and qualifications.
- (ii) Temporary work of sixty (60) days or more will be posted and filled by seniority/ secondary seniority and qualifications.
- (iii) In the case of the fixed period assignment, that period may be extended by written agreement between the Union and the Board.
- (iv) Casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.

### **10.03 Regular Employee**

Regular employee shall be defined as a person who has satisfactorily completed forty-five (45) working days service with the Board and who is employed on a regular full-time or part-time basis and includes those employees assigned to normal ten (10) month positions.

Regular part-time employees, working fifteen (15) hours or more a week shall receive benefit entitlement equal to full-time employees except as otherwise specified.

#### **10.04 Student Employee**

Student Employees shall be defined as students who are returning to an educational institution at the end of their temporary assignment. They shall be employed during the natural breaks in the School Calendar which are Spring Break, Summer Break and Winter Break. This shall not include ACE-IT/Secondary Student Apprentice Program enrolled students.

Student Employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.

ACE-IT/Secondary Student Apprentice Program enrolled students shall be employed throughout the year as required by their programs.

### **ARTICLE 11 GRIEVANCE PROCEDURE**

#### **11.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Union may assist any employee whom the Union represents in preparing and presenting a grievance, in accordance with the grievance procedure.

#### **11.02 Names of Stewards and Grievance Committee**

The Union shall notify the Board in writing of the name of each Steward and the department(s) the employee represents and the name of the Chief Steward. The Union will notify the Board of the members on the grievance committee.

#### **11.03 Permission to Leave Work**

Union Representatives shall be permitted time off without loss of pay to handle grievances, provided they have first sought and obtained permission from their immediate Supervisor to absent themselves from their regular duties. Permission shall not be unreasonably withheld.

#### **11.04 Grievances and Replies in Writing**

Grievances and replies to grievances shall be in writing at all stages, and grievances settled satisfactorily shall date from the time that the grievance was filed unless there is a mutual agreement to find another date.

#### **11.05 Definition of Grievance**

A grievance is defined as any difference that arises between the Parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the

matter is arbitrable. Such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

Every reasonable effort, including the time devoted to finding a resolution, must be made to resolve the issue by the employee and/or a Representative of the Union and the employee's Supervisor prior to the initiation of a grievance.

The employee has the right to have a Shop Steward or Union Representative in attendance at all stages of this process.

Step 1 - Should the employee, having made every reasonable effort to resolve the issue with the Supervisor, consider that the issue has not been resolved, the Union may initiate a grievance by stating the alleged violation of the Collective Agreement in writing and shall submit it to the appropriate Supervisor within five (5) working days of having notified the Supervisor that the informal attempts at resolution were unsuccessful and in any case, no longer than ten (10) working days from the date of the first informal meeting. The Supervisor shall respond to the Union within five (5) working days of receipt of such grievance.

Step 2 - Failing satisfactory resolution of the grievance at Step 1, and within five (5) working days of the attempt to resolve the grievance at Step 1, the grievance shall be submitted to the Secretary Treasurer of the Board. Upon receipt of the written grievance, and within five (5) working days of such receipt, both Parties will make every reasonable effort to resolve the grievance.

Step 3 - Failing satisfactory resolution of the grievance at Step 2, and within five (5) working days of the attempt to resolve the grievance at Step 2, the grievance shall be submitted to the Board of Education. The Committee shall, if it so desires, have its advisors in attendance. Failing satisfactory settlement within ten (10) working days, the matter may be referred to arbitration.

## **11.06**

### **Time Limits**

If a dispute is not submitted within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

If a grievance has not advanced to the next stage under Step 2 or 3 within ten (10) working days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.



### **11.07 Policy Grievance**

Where a grievance involving a question or general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

### **11.08 Unsafe Working Conditions**

Any claim by an employee or a group of employees that they are working under unsafe working conditions shall be investigated within forty-eight (48) hours in accordance to WorkSafe BC Guidelines. No employee shall be required to work on an assignment which is unsafe.

Such employee(s) shall not be subject to disciplinary action and will be assigned temporary alternative work at no loss in pay until the matter is resolved.

## **ARTICLE 12 ARBITRATION PROCEDURE**

### **12.01 Composition of Board of Arbitration**

When either Party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other Party of the Agreement. Within ten (10) days thereafter, each Party shall name an Arbitrator to an Arbitration Board and notify the other Party of the name and address of its appointee. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Minister of Labour upon request of either Party.

By mutual agreement of the Union and the Board, a single Arbitrator may be appointed by the Parties.

### **12.02 Board Procedure**

The Arbitration Board may determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations to it. The Arbitration Board shall endeavour to commence its proceedings within forty-eight (48) hours after the Chairperson is appointed. It shall hear and determine the difference or allegation and render a decision within fifteen (15) days from the time the Chairperson is appointed. The decision of the majority shall be the decision of the Board of Arbitration.

### **12.03 Decision of the Board**

The decision of the Board of Arbitration shall be final and binding on all Parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chairperson of the Board to reconvene the Board of Arbitration to clarify the decision, which it shall do within three (3) days.

**12.04 Expense of the Board**

Each Party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half (1/2) the fees and expenses of the Chairperson.

**12.05 Amending of Time Limits**

The time limit fixed in both the grievance and arbitration procedures may be extended by mutual consent of the Parties to this Agreement.

**12.06 Witnesses**

At any stage of the grievance or arbitration procedures, the Parties may have the assistance of the employee/s concerned as witnesses, and any other witnesses, and all reasonable arrangements will be made to permit the conferring Parties or Arbitrator/s to have access to any part of the Board's premises to view the working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE**

**13.01 Right to Have Union Representative Present**

Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview so that the employee may contact their Union representative to be present at the interview.

**13.02 Discipline Procedure**

The employee shall be notified in writing by the Employer, with full disclosure of the reasons and/or penalty, with a copy to the President of the Union.

**13.03 Warnings**

Whenever the Board or its authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Board shall, within five (5) days thereafter, give written particulars of such censure to the employee involved, with a copy to the Secretary of the Union.

**13.04 Burden of Proof**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Board.

### **13.05 Designation of Supervisor**

Every employee shall be notified of the name of their immediate designated Supervisor.

### **13.06 Crossing of Picket Lines During Strike**

An employee covered by this Agreement may refuse to cross a legal picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action, other than loss of pay for time not worked.

### **13.07 Personnel Records**

All employees shall have the right to have access to and review their personnel record in the presence of an Employer representative during regular office hours at a mutually agreeable time. Such access shall be arranged within a reasonable time of the request being made. An employee shall have the right to copy any material in their personnel file pertaining to the individual.

An employee shall be permitted to file a written response with the respect to any information contained in the personnel file at the School Board Office. Such response shall become part of the personnel file.

After forty-eight (48) months, the Parties agree that the Union may assist employees who wish to apply to the Secretary Treasurer to have discipline removed from their personnel file.

## **ARTICLE 14 SENIORITY**

### **14.01 Principle of Seniority**

Seniority is the length of service that an employee has with the District. The application of seniority shall be on a Bargaining-Unit-wide basis.

### **14.02 Probation for Newly Hired Employees**

A newly hired employee shall be on probation for a period of forty-five (45) working days from the date of hiring, during which time the employee shall be considered temporary with no seniority rights.

Upon satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire to the regular position.

### **14.03 Seniority List**

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Secretary of the Union by October 31 of each year.

#### **14.04 No Loss of Seniority**

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff other than provided in Article 14.05, or leave of absence approved by the Board.

#### **14.05 Loss of Seniority**

An employee shall only lose their seniority in the event:

- (a) The employee is discharged for just cause and is not reinstated.
- (b) The employee resigns.
- (c) The employee is absent from work in excess of three (3) working days without sufficient cause or without notifying their Supervisor, unless such notice was not reasonably possible.
- (d) The employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board informed of their current address.
- (e) The employee is laid off for a period longer than twelve (12) months.
- (f) Employees re-hired after loss of seniority shall not retain any benefits for past service.

#### **14.06 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside of the Bargaining Unit, the employee shall retain their seniority accumulated up to the date of leaving the Unit but will not accumulate any further seniority.

#### **14.07 Casual Employees - Secondary Seniority**

Casual employees shall accrue secondary seniority for the purposes of job posting and shift assignment.

Secondary seniority shall be recognized once a casual employee works a total of sixty (60) shifts in any six (6) month period.

- (a) For the purpose of implementing the secondary seniority of an employee, the total number of shifts worked since September 1, 2000 shall be used.
- (b) A shift shall be defined as any day on which an employee has worked.

For the purpose of filling posted regular or temporary positions, an employee who has secondary seniority and who applies for such position, shall be considered for a posted position after regular employees and prior to outside applicants.

Secondary seniority shall be lost in the event the employee:

- Refuses or fails to respond to six (6) call-ins or call-outs within a twelve (12) month period.
- Is terminated and not reinstated.
- Terminates employment with the Board.

An up-to-date list showing the position for which the employee is available, seniority date and number of shifts completed for each employee shall be sent to the Union and posted at each worksite in October and April of each year. The lists will be effective as at the first of the month.

A casual employee with secondary seniority shall notify the Employer in writing as soon as possible when the employee is unable to work due to illness, vacation or family responsibility. If the employee notifies the Employer before a call-in the employee shall not be charged with a refusal. If the employee notifies the Employer after or at the time of a call-in the employee shall be charged with a refusal.

#### **14.08 Casual Employees**

The amount and type of casual employment will be considered in making any permanent appointment; however, this will not limit the Board's ability to appoint the most qualified person.

When a casual or temporary employee is confirmed in a position the employee filled on a temporary basis, the employee's seniority will be back dated to the first day when the employee started in that position on a temporary basis.

Casual employees in temporary work will accrue secondary seniority.

A casual employee who has attained secondary seniority and is successful in obtaining a permanent position and passing the probationary period in the permanent position, shall have their seniority credited retroactively by the amount of the employee's accumulated secondary seniority.

The amount of secondary seniority credited to the employee shall be used only for seniority purposes. It is not to be used for the purpose of calculating any other entitlements, including but not limited to vacation and sick leave, contained in this Agreement.

### **ARTICLE 15 PROMOTIONS AND STAFF CHANGES**

#### **15.01 Job Postings**

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for three (3) working days during the school year and five (days) during scheduled break times (Winter, Spring and Summer breaks). An electronic copy will be sent to the Union office.

Such postings and notice shall contain the following information:

- nature of the position
- required ability
- hours of work
- wage rate or salary range
- closing date for accepting applications

Applications must be made in writing.

Postings shall state: "This is an internal posting only. Outside applicants shall be considered only after the position remains unfilled by internal applicants."

The Union shall be advised in writing of the name/s of the successful applicant/s within fourteen (14) days following the closing date of the posting where possible, but not later than thirty (30) days in unusual circumstances.

## **15.02 Vacancies Occurring in July and August**

Vacancies occurring in July and August may be posted and filled prior to school opening in September. Any vacancies during the summer months shall be posted for a minimum of five (5) working days during the first three (3) weeks in August on the School District website. Employees out of town during this time may contact the School Board office, by telephone, for information on any postings.

## **15.03 Temporary Vacancies**

This Article shall not apply to temporary replacements necessitated by illness, injury or leave of absence, or replacement of employees on vacation or for temporary filling of vacancies.

An employee who has been filling a temporary vacancy shall not be confirmed as permanently assigned to that position until the job has been posted and the successful applicant selected in accordance with this Article.

## **15.04 Trial Period**

If the successful applicant is a regular or casual employee the employee shall be placed on trial for a period of thirty (30) working days, during which time the employee shall receive the necessary familiarization for the position. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days.

If, in the view of the Employer, the successful applicant proves unsatisfactory in the position, or if the employee is unable or unwilling to continue to perform the duties of the job classification, the employee shall be returned to their former position at the prevailing rate without loss of seniority, and any other employees promoted or transferred because of the rearrangement of position shall also be transferred to their former position.



Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority and benefits.

#### **15.05 Method of Making Appointments**

In making promotions, transfers and demotions, the applicant with the greatest seniority and required qualifications to perform the job applied for shall be awarded the position. The Board shall determine seniority and qualifications in a fair and equitable manner.

An employee who is bypassed in favour of a less senior employee to fill the vacant job shall be notified in writing as to the reason the employee was not accepted.

#### **15.06 Indigenous Support Services Worker**

Due to the unique requirements of the position, additional special provisions will apply with respect to the posting and selection process for the position of Indigenous Support Services Worker as follows:

- (a) Priority will be given to candidates who are of Indigenous heritage and who have a working knowledge of the local Indigenous culture and traditions.
- (b) Any appointment will be subject to the approval from the Indigenous Education Council.
- (c) This clause will also apply to an employee wishing to exercise their bumping rights as per Article 16.02 into an Indigenous Support Services Worker position.
- (d) Any employee appearing before the Indigenous Education Council has the right to have a Union Representative attend with them.

#### **15.07 Dual Role Positions**

As of July 1, 2020, if a dual role position is posted as one job, all hours will be paid at the higher rate of pay.

### **ARTICLE 16 LAYOFFS AND RECALLS**

#### **16.01 Role of Seniority in Layoffs**

Both Parties recognize that job security shall increase in proportion to length of service. In the event of a layoff the Board shall notify the incumbent employee and the Union when their position is subject to layoff.

A layoff shall be defined as a reduction in assigned regular hours in excess of twenty-five (25) percent.

When the employees' hours of work have been reduced the employee has the option of retaining the position with the reduced hours.

Where there are two (2) or more identical positions at the same work site the position laid off shall be the person(s) with the least seniority.

## **16.02 Bumping Rights**

Employees notified of a layoff may exercise their seniority rights to bump other employees, other than a Special Education Assistant or Education Assistant, with less seniority provided the employee exercising the right has the necessary qualifications to perform the duties of the position held by the less senior employee. Subsequent to receipt of a layoff letter, the employee shall notify the Board in writing within three (3) working days, of their intention to bump. The Board shall provide a list of possible positions available to the laid off employee which includes position hours of work and worksite.

A Special Education Assistant or Education Assistant who has received a layoff notice during the school year may only bump a less senior person in the same job classification the following September if that Special Education Assistant or Education Assistant did not get an assignment and was unsuccessful in applying for posted vacancies.

The Board reserves the right to deny an employee to bump into a Special Needs Assistant position if this would create a negative impact on the students served or the program to which the employee is assigned.

The Board reserves the right to deny an employee to bump into a Strong Start Coordinator position if this would create a negative impact on the Strong Start Program.

## **16.03 Recall Procedure**

Employees shall be recalled in the order of their seniority, provided they are qualified to do the regular work available.

## **16.04 Special Education Assistant Recall**

Special Education Assistants returning to work after the summer will return to the position they held in the previous June. Where their original position does not exist anymore, Special Education Assistants may apply for any posted vacancies. Where a Special Education Assistant is unsuccessful in obtaining any posted position and no further jobs are available, the Special Education Assistant will be laid off.

## **16.05 No New Employees**

No new employees shall be hired until those laid off have been given an opportunity of recall.

## **16.06**

### **Notice of Lay-off**

The Board agrees to notify regular employees and the Union of layoffs in accordance with the following periods of notice:

- (a) Two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and
- (b) After the completion of a period of employment of three (3) consecutive years, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight weeks' notice.
- (c) If an employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not available.

## **ARTICLE 17**    **HOURS OF WORK**

### **17.01**    **Regular Workday and Work Week**

(a) Education Assistant / Human Service Worker / Indigenous Support Service Worker / Strong Start Coordinator

The regular workday shall consist of a scheduled period of up to seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m., plus a one-half hour (½) or one (1) hour unpaid interval for a meal.

(b) Clerical

The regular workday shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m., plus a one-half hour (½) or one (1) hour unpaid interval for a meal.

(c) Maintenance

The regular workday for day shift maintenance employees shall be eight (8) consecutive hours per day, forty (40) hours per week exclusive of meals.

The non-instructional workday for maintenance employees during school breaks may be ten (10) consecutive hours per day, forty (40) hours per week exclusive of meals. Exclusions may include maintenance clerical, mechanics and the bus washing student.

(d) Custodial

The regular workday for custodial employees shall be eight (8) consecutive hours per day, forty (40) hours per week inclusive of a one-half hour (½) period for a meal to be taken on the job.

(e) Bus Drivers

Bus Drivers shall be paid a minimum of four (4) hours pay per driving day. The four (4) hours must be spent on the job in actual driving time and/or other duties as may be assigned.

(f) Regular Work Week

The regular work week shall consist of five (5) such days, Monday to Friday inclusive. The regular work week may be varied by mutual agreement between the Parties.

(g) Theatre Technician

The Theatre Technician is expected to work flexible hours, including weekends and evenings up to the established hours within the following parameters:

- Overtime will be paid after ten (10) hours per day or forty (40) hours per week.
- The overtime rate will be one and a half (1.5) times the hourly rate for the first three (3) hours and two (2) times the hourly rate thereafter.

The average number of hours has been established at twenty (20) hours per week, however, the actual hours may fluctuate depending on the need at the theatre.

**17.02      Paid Rest Periods**

All employees shall be permitted a fifteen (15) minute rest period during each continuous work period of three hours or more.

**17.03      Where No Work Is Available**

A regular full-time employee or a regular part-time employee starting work on their regularly scheduled shift in any day and being sent home before the employee has completed four (4) hours work, shall be paid for the lesser of four (4) hours or the length of the regularly scheduled shift at their regular rate of pay.

In the event that an employee reports for work but is sent home before commencing work on their regularly scheduled shift, the employee shall be paid for the lesser of two (2) hours or the length of the regularly scheduled shift at their regular rate of pay, unless the employee was advised by the Board not to report to work.

**17.04      Assignment of Extra Work**

Part-time employees shall be given an opportunity to perform extra hours of work, including that of temporary replacements, to reach a regular work day or week before hiring new employees. Such extra work will be first offered to part-time employees within the same building location. The Union shall provide a list of part-time employees who may wish to work extra hours.

The Parties agree that extra work which is normally performed within the Bargaining Unit will be first offered by seniority to qualified employees.

The assignment of extra work will not include that which would normally be performed by qualified Bus Drivers.

## **17.05 Shift Differential Entitlement**

Day Shift	7:00 a.m. to 3:59 p.m.
Afternoon Shift	4:00 p.m. to 10:59 p.m.
Night Shift	11:00 p.m. to 6:59 a.m.

Any employee working the majority of that employee's regular scheduled hours in a day within the shift shall be paid the appropriate shift differential for all regular hours worked that day.

## **17.06 Shift Changes**

When it is necessary to change an employee's shift, twenty-four (24) hours prior notice shall be provided. When shifts are being changed there must be a minimum rest period of ten (10) hours between shifts. When an employee does not receive the minimum rest period, the employee shall be paid at overtime rates of pay for all hours worked on the subsequent shift.

## **17.07 Redistribution of Custodial Work**

The Board agrees that where it implements a reduction or an increase in hours of work in a Board building it shall redistribute the necessary work so as to recognize Bargaining Unit wide seniority.

## **17.08 Determination of Education Assistant Hours**

The Board shall endeavour to establish Education Assistant hours on or before September 15th of each year.

## **17.09 Special Education Assistants / Education Assistants**

When a student, who is assigned to a Special Education Assistant / Education Assistant, is temporarily absent, the affected Special Education Assistant / Education Assistant shall receive direction from their Supervisor and will be provided alternate work for a period not to exceed twenty (20) working days, unless otherwise mutually agreed to by the Parties.

Special Education Assistants / Education Assistants shall not assume any direct instructional responsibility for providing educational programs but may assist in:

- (a) Providing assistance to individual students and groups of students.
- (b) Maintaining student records.
- (c) The supervision of students.

Special Education Assistants / Education Assistants are under the general supervision of the school Principal.

## **17.10 Education Assistant Time**

Time required for Education Assistant to complete assigned duties will be included within the time allocated for the position.

## **17.11 Indigenous Support Services Worker**

This is a ten (10) month position and is subject to all provisions of this Collective Agreement as they apply to Special Education Assistant / Education Assistant positions.

The Indigenous Support Services Worker shall be under the direct supervision of the District Principal of Indigenous Education and report to the school principals of students served.

## **17.12 Four (4) Hour Minimum Work Day**

The Employer is committed to providing a minimum of four (4) hours of work a day for a regular employee reporting for work.

Exemptions from the Four (4) hour minimum:

- (a) Noon/ Morning/ Bus/ Playground Supervisors/ Custodians
- (b) Small sites with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
- (c) Other positions by mutual agreement

The Parties agree that, having regard to the unique nature of the position of Strong Start Coordinator, the needs of the program and the requirement for flexibility in scheduling hours of work outside of the hours of operation of the Strong Start Center, the four (4) hour minimum shift shall be interpreted as an average four (4) hours.

The four (4) hours shall be consecutive but may be interrupted by a lunch period not to exceed one (1) hour.

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

Where posting is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours in addition to their current assignment. Where posting is not required, additional hours shall be assigned per the Collective Agreement.

## **ARTICLE 18 OVERTIME**

### **18.01 Overtime Entitlement**

All overtime work as directed and approved by the Supervisor shall be paid as follows:

- (a) For the purpose of calculating overtime, overtime shall be paid on all hours worked over (a) seven (7) hours per day for Clerical and Education Assistants, (b) eight (8) hours per day for all others, or (c) over thirty-five



(35) hours in a week for Clerical and Education Assistants, (d) over forty (40) hours in a week for all other employees.

- (b) All time worked over the regular work day shall be paid for at time and one-half (1 1/2) the regular rate for the first three (3) hours of overtime worked in any one day, and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.
- (c) Overtime work on Saturday or the first day of rest in the case of shift work, shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate for the first three (3) hours worked and two (2) times the regular rate thereafter.
- (d) Overtime work on Sunday or the second day of rest in the case of shift work, shall be paid at the rate of two (2) times the regular rate of the employee.

#### **18.02 Overtime for Part-time Employees**

A part-time employee working less than the regular working hours per day shall not qualify for overtime rates until the regular hours have been exceeded.

#### **18.03 Time Off in Lieu of Overtime**

Instead of cash payment for overtime an employee may request to receive time off at the appropriate overtime rate at a mutually agreeable time.

In the event time off cannot be operationally accommodated by August 31 following the date the overtime was worked, payment will be made in cash on August 31. In the case of ten-month employees, cash payment will be made on June 30.

#### **18.04 Compensation for Work on Paid Holidays**

If an employee is required to work on a statutory or public holiday, the employee shall be paid at double (2) their regular hourly rate, plus be given another day off with pay at a mutually agreeable date in lieu of the statutory holiday.

#### **18.05 Call Out Pay Guarantee**

An employee, who is called out to work outside their regular working hours, shall be paid for a minimum of three (3) hours at overtime rates.

### **ARTICLE 19 STATUTORY HOLIDAYS**

#### **19.01 Statutory Holidays Recognized**

An eligible employee shall be entitled to a holiday with pay at their regular rate for each of the following statutory holidays:

New Year's Day	B.C Day
Family Day	Labour Day

Good Friday  
Easter Monday  
Victoria Day  
Canada Day

Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any day proclaimed by the Federal, Provincial or Municipal government as a holiday and any special school holiday proclaimed by the Minister of Education, except where the statutory holiday falls within a period during which the employee is on a leave of absence without pay.

Only employees regularly working within the municipal boundary shall be entitled to a municipal holiday.

## **19.02 Eligibility**

- (a) A regular employee shall be eligible for each of the statutory holidays.
- (b) A ten (10) month employee shall be eligible for each of the statutory holidays falling within their period of employment.
- (c) A casual employee shall be eligible for a statutory holiday provided the employee has completed fifteen (15) days of work within the thirty (30)
- (d) An employee who works less than full days or full weeks shall have their statutory holiday prorated on the basis of hours worked per week relative to a full-time employee.

## **19.03 Statutory Holidays During Time Off**

When any of the above-mentioned holidays fall on an employee's scheduled day off, or is observed during an employee's vacation period, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Board.

## **19.04 When a Holiday Falls on a Non-Working Day**

If a statutory or public holiday should fall on a non-working day, the Board shall declare that the working day immediately preceding the holiday or the working day immediately following the holiday or any other day mutually agreed to, shall be observed in lieu of the holiday. Should the Provincial Government choose another date, then that date shall be observed.

# **ARTICLE 20 VACATIONS**

## **20.01 Length of Vacations**

A regular employee shall receive an annual vacation with pay in accordance with their years of employment as set out below. The time entitlement is as set out and the vacation pay shall be based on the percentage of annual gross earnings.

It is understood that leaves without pay, increased hours, overtime, etc., may mean that an employee's vacation pay may be more or less than the employee's regular pay for the vacation period.

Schedule:

Less than 1 year of employment	1 ¼ working days for each month to a maximum of 15 days	6% of annual earnings
In the 2 <sup>nd</sup> year of employment and each year thereafter	15 working days	6% of annual earnings
In the 6 <sup>th</sup> year of employment and each year thereafter	20 working days	8% of annual earnings
In the 13 <sup>th</sup> year of employment and each year thereafter	25 working days	10% of annual earnings
In the 21 <sup>st</sup> year of employment and each year thereafter	30 working days	12% of annual earnings

Vacations shall be taken in the year in which they are earned.

A casual employee shall be entitled to 4% vacation pay, to be paid in the period in which it is earned.

The vacation year shall be September 1st to August 31st annually.

## **20.02**

### **Leaving Board Service**

- (a) An employee leaving the service of the Board before the employee has taken their vacation shall be entitled to a proportionate payment of wages in lieu of such vacation. An employee leaving the service of the Board after the employee has taken their vacation may be required to repay a proportionate amount. A deceased employee's estate shall be credited with the value of vacation credits owing them.
- (b) A regular employee, who terminates their service before completing one (1) year of service, shall only receive four percent (4%) vacation pay.

## **20.03**

### **Vacation Period**

Vacations shall be taken at a mutually agreeable time arranged between the Board and the employee subject to operational requirements. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority. Except as otherwise provided in this Collective Agreement, an employee is entitled to schedule their vacation in one (1) continuous period. Requests for vacation leave not consistent with (a) and (b) below, may be approved through application to the Secretary Treasurer.

(a) Ten (10) Month Employees

These employees will take their annual vacations during Winter and Spring Breaks when the schools are closed in accordance with the school calendar as approved by the Board.

Employees entitled to additional days will take them after the end of the school year and receive any remaining accrued holiday pay in the last pay period prior to June 15.

(b) Twelve (12) Month Employees

(i) Clerical: At least three (3) weeks annual vacations will be granted during July and August.

(ii) Maintenance: At least three (3) weeks annual vacations will be granted during July and August.

(iii) Custodians: Custodians will normally take at least four (4) weeks of their holiday entitlement during July and August. However, a Custodian may request to displace any casual employee doing extra work during July and August in order to reschedule up to two (2) weeks of their vacation to another time during the school year.

**20.04 Approved Leaves During Vacation**

Where an employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed.

**20.05 Vacation Carry Over**

All employees are expected to schedule and use their vacation entitlement in the year it is accrued. The Employer's permission is required for any employee to be able to carry over up to five (5) vacation days to the next vacation year. Requests to carry over more than five (5) days' vacation may be approved through application to the Secretary Treasurer by August 31. All responses to vacation carry over requests shall be issued via email and hard copy to employees within five (5) business days and copy to the Union.

**20.06 Vacation Year End Pay Out**

Any monies left in vacation accrual, except any amount permitted to be carried over consistent with Article 20.05, shall be paid out annually in September.

## **ARTICLE 21    SICK LEAVE**

### **21.01            Sick Leave Defined**

- (a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine, while enrolled in a recognized treatment centre for substance abuse or accident for which compensation is not payable under the Workers' Compensation Act.
- (b) Regular part-time employees shall accrue sick leave prorated in accordance with hours of work per month relative to hours of work of a regular full-time employee.

### **21.02            Accumulation of Sick Leave**

Sick leave shall be granted to regular employees on the basis of one and one-half (1 1/2) days for every month of service. On January 1st of every year the Board will deposit to the credit of the employee the sick leave entitlement for the whole of that year. Any credit not earned in service shall be recovered from the employee. The unused portion of an employee's sick leave shall accrue for their future benefits to a maximum of one hundred and twenty (120) days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of statutory holidays) absent for sick leave.

### **21.03            Sick Leave During Leave or Layoff**

When an employee is given leave of absence for any reason or is laid off on account of lack of work, the employee shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

### **21.04            Extension of Sick Leave**

- (a) An employee who has exhausted their sick leave credits or does not qualify for sick leave with pay shall be allowed up to one (1) year's leave of absence without pay. At the end of one (1) year, an extension may be granted by the Board.
- (b) An employee who is on leave under the provision of this Article may maintain benefit coverage under Articles 25.01 and 25.03 provided the employee pays 100% of the cost. These benefit costs must be prepaid by the employee in order to maintain enrolment.
- (c) An employee who returns to work within one (1) year of medical leave shall return to the position held prior to the leave. An employee absent for more than one (1) year may use their seniority to bid on postings.

### **21.05            Proof of Illness**

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) consecutive days or

after five (5) absences due to illness have been taken in the last year. The Board shall pay for medical certificates upon presentation of a receipt.

**21.06 Sick Leave Records**

A record of all unused sick leave will be kept by the Board. An employee is to be advised on application of the amount of sick leave accrued to their credit.

**21.07 Illness in the Family**

Where an immediate member of the family of an employee, who lives in the residence of the employee, becomes ill and where alternate care cannot be arranged or is not practical, an employee may be entitled after notifying their Supervisor to use up to three (3) days of their accumulated sick leave, per illness, to provide the care required.

**21.08 Payment of Unused Sick Leave**

An employee entitled to sick leave under this Article shall receive, upon termination of employment, the following percentum of their unused accumulated sick leave after a minimum of ten (10) years continuous service:

- 25% of unused sick leave after 10 years of service;
- 40% of unused sick leave after 15 years of service;
- 60% of unused sick leave after 20 years of service.

Payment of unused sick leave as entitled will be made to the estate in case of death of an employee.

**ARTICLE 22 LEAVE OF ABSENCE**

**22.01 Union Business**

The Board agrees to grant time off without pay during any working day to officers of the Union in the employ of the Board for Union business purposes.

This shall include release time for the President or designate of the Union for the purpose of conducting Union business. The amount of release time shall be determined annually by the local and requests for such leave shall be in writing to the Employer no later than September 30.

Where the Board is unable to adequately fill the resulting part-time position, the release time may be cancelled at any time.

**22.02 Grievance Pay Provisions**

The Board agrees that time spent in settling grievances during regular working hours, pursuant to Article 11 or 12 hereof by up to two (2) Union representatives shall be considered as time worked and paid at regular rates of pay.



## **22.03 Negotiation Pay Provisions**

All bargaining representatives in the employ of the District shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours without loss of remuneration. In the event an employee on the bargaining committee works afternoon shifts, they shall attend bargaining meetings with the Board without loss of remuneration and a replacement will be brought in to cover the shift. The Union agrees to notify the Board of the names of such employees, whose number, for the purpose of this section, shall not exceed a total of four (4) employees at any one time.

## **22.04 Leave of Absence for Union Functions**

- (a) Upon request to the Board, two (2) employees elected or appointed to represent the Union at conventions shall be allowed leave of absence.
- (b) Upon request to the Board, employees may be granted leave of absence to attend executive and committee meetings and seminars of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Such leave shall not be unreasonably withheld.
- (c) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to two (2) years.
- (d) During leave of absence for Union functions, the Board agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Board the employee's regular wage and benefit cost for such leave.

## **22.05 Bereavement Leave**

An employee shall be granted:

- Up to five (5) regularly scheduled workdays leave without loss of salary or wages, in the case of the death of a parent, spouse, common law spouse, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.
- Additional leave of absences may be granted, upon application to the Secretary Treasurer, with or without pay, including cultural obligations, travel and estate affairs.
- Any other request for bereavement leave shall be considered under Article 22.12 – General Leave.

## **22.06 Pregnancy Leave**

Pregnancy Leave shall be granted in accordance with the Employment Standards Act.

**22.07****Adoption Leave**

A period of three (3) days paid leave shall be provided for the purpose of adoption of a child. A further period of unpaid leave will be provided under the conditions specified under Article 22.08 Parental leave.

**22.08****Parental Leave**

Parental Leave shall be granted in accordance with the Employment Standards Act.

**22.09****Paid Jury or Court Witness Duty Leave**

The Board shall grant leave of absence to an employee who serves as a juror or as a subpoenaed court witness other than on their own behalf. The Board shall pay such an employee the difference between their normal earnings and the payment the employee receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

**22.10****Medical Care Leave**

In recognition of the absence of adequate medical and dental facilities, employees shall be allowed paid leave of absence in order to engage in personal medical and dental care when the employee, or their dependents, is referred by their doctor or dentist to a medical practitioner or medical facility in another municipality. At the request of the Employer, employees may be required to show proof of medical or dental care. Such leave shall be deducted from the employee's accrued unused sick leave.

**22.11****Special Leave**

- (a) Employee's marriage - three (3) days paid leave
- (b) Birth of employee's child – three (3) days paid leave

**22.12****General Leave**

The Board may, upon written request, grant leave of absence with or without pay and without loss of seniority to a regular employee requesting such leave. Such leave shall not be for taking up employment elsewhere. Accepting employment elsewhere shall be cause for immediate cancellation of such leave.

### **22.13 Leave for Public Duties**

The Board recognizes the right of employees to participate in public affairs. Upon request to the Secretary-Treasurer, an employee shall be granted leave of absence without pay to allow that employee to stand as a candidate in federal, provincial or municipal elections.

An employee who is elected to federal or provincial office shall, upon request, be granted leave of absence without pay and without seniority accumulation during the term of office.

An employee who is elected to municipal office may be allowed leave of absence without pay during the term of office. Such leaves shall not be unreasonably withheld.

### **22.14 Family Responsibility Leave**

Family Responsibility Leave shall be granted in accordance with the Employment Standards Act.

### **22.15 Compassionate Care Leave**

Compassionate Care Leave shall be granted in accordance with the Employment Standards Act.

## **ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 Pay Days**

The Board shall pay salaries and wages bi-weekly in accordance with schedules "A" and "B" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The Board is not required to create or fill such positions set out in schedules "A" and "B".

### **23.02 Assignments and Substitutes**

#### **(a) Clerical**

An employee who, for a period of one (1) working day or longer, is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive, from the beginning, the rate as if promoted to the job or the employee's rate, whichever is the greater.

#### **(b) Maintenance/Custodial**

An employee who is assigned to or substitutes on any job during the absence of another employee or who performs the duties of a higher classification, shall receive the rate for the job or their regular rate, whichever is the greater.

### **23.03 Pay Procedure**

Employees shall receive on the last office day preceding commencement of their annual vacation any monies which may fall due during the period of their vacation, if requested by the employee at least two (2) weeks prior to commencement of the vacation.

### **23.04 Increments – Promotion, Demotion**

An employee who is promoted or demoted (moves to a classification with higher or lower maximum respectively) will be placed at the next higher dollar figure on the new range in the case of promotion, and the next lower dollar figure on the new range in the case of demotion. In either case, the new increment date is the date of the change.

### **23.05 Use of Personal Vehicle**

Employees shall not be required to supply a vehicle to perform their duties as a condition of employment.

### **23.06 Personal Care Allowance**

The Parties agree to a one dollar (\$1.00) per hour allowance to Special Education Assistants or Education Assistants working with students identified for funding purposes within the Ministry defined categories of autistic, severe to profound and/or multi-handicapped students for the hours they are assigned to these students.

Personal care tasks shall be defined as tasks that require the Special Education Assistant / Education Assistant to follow the routine practices/standards precaution approach to preventing the spread of infectious disease.

The tasks include the management of bodily functions and exposure to bodily fluids.

An "approved student" shall be identified by the Parties using an agreed upon criteria of a student's needs. When considering what students qualify for personal care support, all of the following criteria will apply:

- The student is designated in a funded Ministry education special needs category.
- The personal care needs of the student will expose the Special Education Assistant / Education Assistant to bodily fluids.
- The age of the student and/or cognitive ability are factors in determining the extent of the student's personal care needs.
- The student's personal care needs are indicated on the student's Individualized Education Plan (IEP).
- Exceptional circumstance will be determined by the District Principal of Learner Support Services.

## **ARTICLE 24**    **JOB CLASSIFICATION AND RECLASSIFICATION**

### **24.01**            **Classification Changes and New Positions**

When duties in any classification are substantially changed, or when a new position is created, the rate of pay shall be subject to negotiation between the Parties. If the Parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration in accordance with Article 12 of this Agreement. The new rate shall become retroactive to the time the position was first filled by an employee

## **ARTICLE 25**    **EMPLOYEE BENEFITS**

### **25.01**            **Health Plans**

The Board and the employees shall share the cost of the following plans for those regular employees who have completed their probationary period and do not have other similar coverage:

- (a) B.C. Government Medical Plan – Board pays 100% of the premium;
- (b) Extended Health Benefit Plan – Board pays 100% of the premium;
- (c) Dental Plan, which provides 90% A, 60% B and 60% C, maximum \$1,500.00. Board pays 90% of the premium;
- (d) Medical Travel Benefits (Extended Health Benefit Plan Supplement) – Board pays 100% of the premium.

### **25.02**            **Municipal Pension Plan**

All eligible employees covered by the Agreement shall participate in and be covered by the provisions of the Municipal Pension Plan.

### **25.03**            **Group Life Insurance**

All eligible regular employees who have completed their probationary period will, as a condition of employment, be covered under the terms and conditions of the PEBT Life Insurance Plan or equivalent with benefits at two (2) times salary - Board pays 100% of the premium.

The Union will be given an opportunity to verify that a new plan is equivalent prior to its being changed.

### **25.04**            **Workers' Compensation Pay Supplement**

An employee prevented from performing their regular work with the Board on account of an occupational accident that is recognized by WorkSafe BC as compensable within the meaning of the Act, shall upon request receive from the Board the difference between the amount payable by WorkSafe BC and their regular salary. Such difference shall be deducted from the employee's accumulated sick leave, provided the employee has such benefits to their credit. Should the employee have no sick leave to their credit, then the employee shall be entitled only to the amount paid by WorkSafe BC.

## **25.05 Continuation of Benefits**

An employee receiving the benefits under Articles 25.01 and 25.03 shall continue to do so at regular sharing rates for the premiums during the summer months, provided the regular assignment of the employee is on the basis of ten (10) months a year and provided the employee returns to the job in September.

## **25.06 Long Term Disability**

- (a) The Board agrees to administer a Union sponsored Long Term Disability Plan for eligible employees. The Plan and the carrier shall be determined by the Union.
- (b) Upon completion of the probation period, all regular employees working fifteen (15) or more hours per week and not otherwise covered by a wage loss replacement plan shall participate in the Plan as a condition of employment.
- (c) The Board agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.

## **25.07 Death Benefits**

In the event of the death of an employee, their benefits will remain in effect for three (3) months following the month in which the death occurred. The employee's salary will continue for two (2) pay periods at regular rates without any bonuses following the pay period in which the death occurred.

## **25.08 Pre-Retirement Counselling**

The Employer agrees to provide two (2) unpaid days to the members of Local 2145 for a seminar for pre-retirement counselling purposes.

## **25.09 Employee Assistance Plan**

All regular employees with a continuing appointment of fifteen (15) hours per week or more will be included in a mutually agreeable Employee Assistance Plan. The Board will pay sixty percent (60%) and the employee will pay forty percent (40%) of the premium cost for the plan.

## **25.10 Benefits Trust**

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 with the PEBT.

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



## **ARTICLE 26     SAFETY AND HEALTH**

### **26.01            Clothing**

The Board shall provide and clean all protective clothing, coveralls and gloves as required. The Board shall provide reimbursement of up to one hundred dollars (\$100.00) per school year (upon submission of receipt) for Special Education Assistants / Education Assistants when accompanying students in the pool as a requirement of their assignment.

### **26.02            Boot Allowance**

As of July 1, 2020, all regular employees required to wear safety boots in accordance with WCB regulations applicable to their worksite, shall be entitled to reimbursement up to a maximum two hundred and fifty dollars (\$250.00) every two years upon submission of receipt.

### **26.03            Injury Pay Provisions**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

### **26.04            Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Board.

### **26.05            Health and Safety Committee**

A District Health and Safety Committee shall be established as follows:

The Committee shall be composed of not fewer than six (6) members chosen by and representing the Teachers' Association, the Employer and CUPE equally.

Terms of Reference for the Committee:

- (a) meet monthly, except July and August to discuss safety-related matters;
- (b) circulate and post committee minutes at each work site;
- (c) promote safety in the district through the distribution of information;
- (d) provide recommendations for any safety awareness program;
- (e) perform safety inspections in all district buildings, work and play areas;
- (f) make recommendations for enhancing safety with respect to procedures, equipment, buildings vehicles, etc.;



- (g) provide assistance to school safety committees in the investigation of safety-related accidents

## **26.06 Violence in the Workplace**

The Parties agree that the School District 54 will work towards a safe working environment that includes procedures to eliminate or minimize the risk of workplace violence in accordance with WorkSafe BC Regulations and in support of the Provincial Framework Agreement.

Further, the Parties agree to meet, develop and implement a Joint District process to distribute information regarding Violence in the Workplace.

## **ARTICLE 27 TECHNOLOGICAL CHANGE**

### **27.01 Definition**

"Technological change" means

- (a) The introduction by the Board of a change in their work, undertaking or business, or a change in their equipment or material from the equipment or material previously used by the Board in their work, undertaking or business; or
- (b) Change in the manner the Board carries on their work, undertaking or business (related to the introduction of that equipment or material).

### **27.02 Advance Notice**

Three (3) months before the introduction of technological change the Board shall notify the Union of the proposed change. The Parties will meet to discuss the changes.

### **27.03 Income Protection and Transfers**

A regular employee who is displaced as a result of technological change shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee.

An employee placed in a lower-rated position as a result of technological change shall not have their wages reduced but shall continue to receive their old rate until such time as the agreement rate for their new position is equal to their actual rate of pay.

An employee whose services are terminated by the Board because of technological change shall be entitled to severance pay equivalent to one (1) week's pay for each year of service.

## **27.04 Training Benefits**

Where new or greater skills are required than those already possessed by affected employees, where feasible such employees shall, at the expense of the Board, be given a reasonable period of time, during which they may perfect or acquire the skills necessitated by the technological change. There shall be no reduction in salary or benefits during the training period and no reduction in pay upon being reclassified in the new position.

## **ARTICLE 28 GENERAL CONDITIONS**

### **28.01 Courses of Instruction**

The Board agrees to pay the full cost of any course of instruction required and approved by the Board for any employee to better qualify the employee to perform their job. Such payment shall be made upon the successful completion of the course.

### **28.02 Sexual Harassment / Bullying and Harassment**

The Parties agree that an employee has the right to work in an environment free of harassment in accordance with Provincial and Federal legislation.

Sexual harassment is defined as:

Sexual harassment is a form of sex discrimination. It is sexual harassment if someone repeatedly says or does things to you that are insulting and offensive. It can be words or actions that are sex or gender related.

Bullying and harassment is defined as:

- (a) Includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but
- (b) Excludes any reasonable action taken by an Employer or Supervisor relating to the management and direction of workers or the place of employment.

### **28.03 Bulletin Boards**

The Board shall supply bulletin boards in the schools, Board office and maintenance shops so that the Union may post information of interest to its members.

### **28.04 Contracting Out**

No regular employee shall be laid off or have their hours reduced as a consequence of contracting out work normally performed by members of the Bargaining Unit. This Article shall also apply to Article 17.04.

## **28.05 Driver Records**

Any employee involved in the transportation of students may be required, from time to time, to produce a current driving record. Such request will normally not be made more than once every year unless serious concerns arise about the employee's driving habits.

## **28.06 Medical Procedures**

Employees required to perform routine medical procedures shall be given child-specific training in accordance with the Inter-Ministerial Protocol and any updates thereto. A copy of the record of such training shall be maintained by the Board.

## **28.07 Administration of Medication**

An employee will normally not be required to administer medication to a student unless the following conditions are met:

- (a) The medication is required while the child is attending school.
- (b) A parent has requested the school's assistance and has signed a waiver concerning administration of the medication by the school or a district employee.
- (c) The employee has received training/demonstration concerning the administration of the medication.
- (d) A medication log is maintained documenting the administration of the medication.

## **28.08 Internal Mail**

The Union shall have access to the District mail service and employee mailboxes for communication to Union members, free of charge, provided any increased volume does not add extra costs to the Employer.

## **28.09 Meal Allowance**

Any employee required to work outside of their scheduled work area on the business of the Board shall receive reimbursement for meals, up to the maximum set in Board Policy, upon submission of receipts to their Supervisor.

## **28.10 Appeals Under the Schools Act**

- (a) Where a pupil or parent/guardian files an appeal under the School Act (Section 11), upon receipt of notice of appeal, the employee and the Union shall be notified, be provided with a copy of the notice of appeal and have the opportunity to provide a written reply to any allegations contained in the appeal.
- (b) The employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union.

- (c) The Board shall not make a decision on an appeal unless the employee concerned has had an opportunity to present their side of the issue to the Board.
- (d) Decisions of the Board relative to such appeals shall be communicated to all parties forthwith.

## **28.11 Professional Development**

The Parties agree that employees may participate without loss of pay in two (2) District scheduled Professional Development days.

Further, the Parties agree that as of July 1, 2020, monies from the Service Improvement Fund, not to exceed \$14,647, will be allocated to the existing Professional Development funds.

The Parties will consult and agree on the implementation of Professional Development funds.

## **28.12 Local Bargaining Funding**

The Parties agree that the Local Bargaining Funds, as referenced in item 3 of the Provincial Framework Agreement, shall be allocated as follows effective July 1, 2020:

1. Dual Role Positions	\$ 2,356
2. Safety Boot Allowance	\$ 750
3. Professional Development Article 28.11	\$ 14,647
4. Shift Differential Increase	\$ 6,270
5. First Aid Stipend Increase	\$ 1,940

The District is under no obligation to expend more than the Service Improvement Allocation of \$25,963 per year.

## **ARTICLE 29 GENERAL**

### **29.01 Plural and Gender-Neutral Language May Apply**

This Agreement will reflect gender neutral language. Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.

## **29.02**

### **Access to Information**

- (a) The Board shall provide the Union with an employee list containing the following information, no later than October 31 each year:
- name
  - mailing address
  - home telephone number
  - work site
  - position or classification
- (b) Upon request, the Board shall furnish copies of agendas and minutes of public Board meetings, annual audited financial statements, and the preliminary and final budget as approved by the Board.

## **29.03**

### **Copy of Agreement**

The Board shall provide members of the Bargaining Unit with an electronic copy of the Collective Agreement within sixty (60) working days after ratification.

The Employer shall provide and maintain two (2) printed copies of the Collective Agreement at all School District #54 sites.

The format of the Collective Agreement shall be agreed on by the Parties.

The Employer will provide ten (10) additional copies of the Collective Agreement to the Union.

## **29.04**

### **Indemnification**

The Board shall indemnify and save harmless all employees covered by this agreement from any claim or action brought against the employee as a result of the lawful performance of their duties, provided that the employee shall first obtain written approval from the Board as to their choice of legal counsel and shall have provided the Board with full particulars of the alleged offense within a reasonable time after the charge has been laid against the employee.

## **29.05**

### **Work Experience Placements**

The Parties agree that the following guidelines for the placement of work experience participants apply:

1. CUPE members' participation is voluntary.
2. Work experience students shall not be used to avoid bringing in replacement workers.
3. The Board shall not make any work experience placements that would result in the displacement of a regular or casual employee, to replace an employee who is on lay-off, or to replace workers during a labour relations dispute.

4. If concerns arise which cannot be resolved by the Parties, such placements shall be terminated.
5. All work experience programs involving CUPE employees must be approved in writing by the Board, the Union and the employee involved in the placement using a Work Experience Placement form as agreed between the Parties.

## **ARTICLE 30    TERM OF AGREEMENT**

### **30.01        Duration**


This Agreement shall be binding and remain in effect from July 1, 2019 to June 30, 2022 and shall continue from year to year thereafter unless either Party gives to the other Party notice to commence collective bargaining in accordance with the Labour Relations Board.

SIGNED THIS 25 DAY OF February, 2020.

FOR THE BOARD OF TRUSTEES SD #54  
(BULKLEY VALLEY)

FOR CUPE LOCAL 2145

  
Dave Margerm, Secretary/Treasurer

  
Rolanda Lavallee, President

  
Jennifer Williams, Board Chair

  
Adam Ethier, Vice-President



## **LETTER OF UNDERSTANDING #1**

between

THE BOARD OF TRUSTEES OF  
SCHOOL DISTRICT NO. 54 (BULKLEY VALLEY)  
and

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2145

### **Re: Deferred Salary Leave Plan**

1. "Committee" refers to the Board Finance Committee and two appointees of the Union.
2. "Eligible Employee" means a member of CUPE Local 2145 or an employee excluded from Union membership by virtue of being in a supervisory or confidential position.
3. Position on Return  
On return from their leave of absence, the employee will be assigned to the position with the Board which the employee held prior to taking the leave of absence, providing such a position still exists. If the position has been made redundant because of changing circumstances, technological, financial or other, the employee will be offered a position similar to that which was held prior to the leave. It is recognized by the Parties that this may result in bumping.
4. Fringe Benefits  
During a leave of absence, the participant is obliged to pay the total cost of any fringe benefit. The Board shall pay such costs on behalf of the participant on their request, and deduct the monies so paid from the monies otherwise payable to the participant during the leave of absence.
5. Sick Leave  
Sick leave credits will be in accordance with the current Collective Agreement but will not accrue or be available during the leave of absence. Upon return from leave, the employee will have the previously unused sick leave credited to their account.
6. Superannuation and U.I.C.  
The Board will make superannuation deductions required by the Municipal Pension Plan. The participant shall be responsible for the employee and Employer shares of Canada Pension Plan and Unemployment Insurance Commission premiums, if such payment is required by the Government.
7. Seniority  
Seniority shall accrue during the leave of absence; however, it is agreed that no salary increments will be earned by a participant during the period of leave of absence.



## **LETTER OF UNDERSTANDING #2**

BETWEEN

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 54  
(BULKLEY VALLEY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2145

### **Re: Job Descriptions/Job Evaluation**

The Parties agreed in 1995 to undertake a process to comply with the PSEC Pay Equity Program. The Parties agreed on the ratings and the value of jobs within the Bargaining Unit as required by the PSEC policy. The Parties also agreed that they would jointly write job descriptions. Letters of Understanding for these items are included in the Collective Agreement.

The PSEC policy requires that there be an on-going mutually agreed to gender neutral job evaluation plan. The Parties agree that the previously agreed to plan should be the one used by the Parties to resolve job evaluation issues.

To that end the Parties agree to the following process to be completed no later than July 1, 2007:

1. The Parties will jointly identify the documents that make up the current job evaluation plan and ensure they are complete.
2. The Parties will write job descriptions based on the duties and responsibilities of the positions evaluated during the pay equity review and process. These job descriptions and the job evaluation plan shall be used as the basis for the Maintenance Plan for the Job Evaluation Program.
3. If the Employer wishes to include duties, responsibilities and qualifications not previously valued, then the Parties will rate these revised jobs at the time that they write the job descriptions. There will be no retroactive adjustment to the wage assigned to the revised jobs. The new rates of pay (if any) will be effective July 1, 2007.
4. The Parties agree, provided items #1-3 are completed by July 1, 2007, to the following job evaluation maintenance plan effective July 1, 2007.

### **Maintenance Plan for the Job Evaluation Program**

There will be a Joint Job Evaluation Committee, (the Committee) made up of two (2) representatives from the Employer and two (2) representatives from the Union.

The role of the Committee will be to administer the job evaluation plan. Either Party may engage advisors to assist them in this process. Any costs of an advisor will be borne by the Party engaging the advisor.


8. It shall be understood that the Year of Leave may commence on January 1, rather than July 1, at the discretion of the employee, and further, by mutual consent of the employee and the Board, the year of leave may commence at any given time.

SIGNED THIS 25 DAY OF February, 2020

FOR THE BOARD OF TRUSTEES  
SD #54 (BULKLEY VALLEY)

FOR CUPE LOCAL 2145

  
\_\_\_\_\_  
Dave Margerm, Secretary Treasurer

  
\_\_\_\_\_  
Rolanda Lavallee, President

It is understood and agreed that authority for determining and assigning duties, responsibilities and qualifications rests solely with the Employer.

**(a) Revised positions:**

Where an employee or Supervisor believe that the duties and/or responsibilities of the position have substantially changed, the changes will be forwarded in writing to the Committee for review provided that at least twelve (12) months have passed since the position was last reviewed. The Committee shall then review the agreed upon job description and if it is no longer an accurate reflection of the duties, responsibilities and qualifications of the position, the Committee will write a new job description based on information obtained by the Committee as a result of its investigation. The Committee shall rate the position only if the job description is changed.

Any changes to the rate of pay will be set by the Committee and will be consistent with the terms, conditions and ratings of the existing job evaluation plan and pay equity plan.

If there is a change in the rate of pay as a result of this process, the new rate of pay shall commence with the first full pay period following the receipt of the written request for review.

**(b) New positions:**

Any new position created by the Employer (not covered by a recognized job description) shall have an interim rate of pay set by the Employer. After the incumbent(s) have been in the new position(s) for six (6) months, the Committee will review the new position and rate the position using the job evaluation plan. If the rating results in a higher rate of pay than the interim rate, the incumbent(s) shall be paid the higher rate of pay retroactive to the start date in the new position. If the rating results in a rate of pay lower than the interim rate, the incumbent(s) shall be paid the lower rate of pay commencing with the start of the next full pay period following the date of written notification to the incumbent(s).

**(c) Five (5) year review:**

Notwithstanding a) and b), all positions will be reviewed at least once every five (5) years.

**(d) Dispute Resolution:**

If the Committee is unable to reach mutual agreement in a), b), c) above, the Committee may engage advisors as provided for above, to assist in resolving the disagreement. Failure to reach mutual agreement after the involvement of the advisors shall be resolved by referring the issue directly to Arbitration as per the provisions of the Collective Agreement.

Pursuant to the terms of the Collective Agreement, the Arbitrator shall decide the matter upon which the Joint Job Evaluation Committee has been unable to agree, and the decision of the Arbitrator shall be final and binding.

The Arbitrator shall be bound by this Agreement, the job evaluation plan and the pay equity plan and shall not have the power to modify or amend any of the provisions.

The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the Parties.

The Arbitrator shall have the powers of an Arbitrator appointed pursuant to the Collective Agreement and in addition, shall have the authority to require the Parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the Arbitrator.

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


- (e) Once the Parties reach agreement on the outstanding issues in #1-3 then Article 24.01 will be replaced by the language covering the Maintenance Plan for the Job Evaluation Program in #4 above.
- (f) If the Parties are unable to reach agreement and resolve outstanding matters covered by #1-3 above either Party may use the provisions of Article 24.01 to resolve any outstanding matter.

SIGNED THIS 25 DAY OF February, 2020

FOR THE BOARD OF TRUSTEES  
SD #54 (BULKLEY VALLEY)

FOR CUPE LOCAL 2145

  
Dave Margerm, Secretary Treasurer

  
Rolanda Lavallee, President

## **LETTER OF UNDERSTANDING #3**

BETWEEN

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 54  
(BULKLEY VALLEY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2145

### **Re: Article 17.04 – Assignment of Extra Work**

The Parties hereby agree to the following amendment to the 2019-2022 Collective Agreement, Article 17.04 - Assignment of Extra Work:

On a without prejudice or precedent basis, the Parties agree that for the purpose of bus driving duties in Article 17.04 – Assignment of Extra Work, other than the transportation of students on normally scheduled runs, the process shall be as follows:

- (a) A rotational roster, organized by seniority, of interested Regular Employee Drivers will be maintained. The rotational roster will be displayed at a location where it is accessible to employees during normal office hours.
- (b) Extra Work will be first offered to the Driver who is next in line on the appropriate roster.
- (c) Placement of the Driver's name will be posted during normal working hours or reasonable effort to contact the Driver by phone, outside of normal working hours, will constitute an offer of Extra Work.
- (d) Drivers who decline or are unavailable for Extra Work for any reason, other than conflicting midday runs, will be assigned a "Pass" on the appropriate rotating roster.
- (e) The Board reserves the right to limit the assignment of Extra Work for the Special Needs service to those Drivers who have been trained for Special Needs work. The Parties agree that training for employees interested in becoming qualified for such jobs may be considered.
- (f) Once awarded, Extra Work shall not be reassigned to another Driver unless the Driver to whom it was offered subsequently declines. The Board reserves the right to alter or cancel any Extra Work assignment if circumstances warrant.
- (g) A Driver will not lose their placement on the rotational roster if there is a late cancellation or a Driver was assigned on short notice.
- (h) In order to maintain equity in hours of work for Casual Employee Drivers, subject to employee availability, the Transportation Supervisor will schedule spare workday to day, by secondary seniority, on a rotational basis.

- (i) When applicable, the Board will encourage the use of District busses for all curricular and extra-curricular travel for larger groups of students.

SIGNED THIS 25 DAY OF February, 2020

FOR THE BOARD OF TRUSTEES  
SD #54 (BULKLEY VALLEY)

  
Dave Margerm, Secretary Treasurer

FOR CUPE LOCAL 2145

  
Rolanda Lavallee, President

**LETTER OF UNDERSTANDING #4**

BETWEEN

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 54  
(BULKLEY VALLEY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2145

**Re: Schedule "A" Wage Schedule- Base Rate**

As of November 1, 2019, the Parties hereby agree to the following amendment to the 2019 - 2022 Collective Agreement Schedule "A", Wage Schedule - Base Rate:

On a without prejudice or precedent basis, the Parties agree that for the purpose of the Technology department job title and wage rate the following schedule will apply:

SIGNED THIS 25 DAY OF February, 2020

FOR THE BOARD OF TRUSTEES  
SD #54 (BULKLEY VALLEY)

FOR CUPE LOCAL 2145

D. Margem  
Dave Margem, Secretary Treasurer

R. Lavallee  
Rolanda Lavallee, President



**SCHEDULE "A"**  
**Wage Schedule – Base Rate**

Position	May 1, 2019	July 1, 2019	July 1, 2020	July 1, 2021
		2 % increase	2 % increase	2 % increase
Student Labourer	\$ 16.53	\$ 16.86	\$ 17.20	\$ 17.54
Labourer	\$ 20.73	\$ 21.14	\$ 21.57	\$ 22.00
Custodian	\$ 21.54	\$ 21.97	\$ 22.41	\$ 22.86
Custodian / First Aid Level II / Noon Hour Supervisor	\$ 22.00	\$ 22.44	\$ 22.89	\$ 23.35
Maintenance I	\$ 22.00	\$ 22.44	\$ 22.89	\$ 23.35
Apprentices or Helpers	\$ 22.00	\$ 22.44	\$ 22.89	\$ 23.35
Maintenance II	\$ 22.81	\$ 23.27	\$ 23.73	\$ 24.21
Theatre Technician	\$ 22.81	\$ 23.27	\$ 23.73	\$ 24.21
Maintenance III	\$ 23.09	\$ 23.55	\$ 24.02	\$ 24.50
Maintenance Trades (Non-Certified)	\$ 25.16	\$ 25.66	\$ 26.18	\$ 26.70
Trades Certified	\$ 29.68	\$ 30.27	\$ 30.88	\$ 31.50
Groundsman	\$ 21.87	\$ 22.31	\$ 22.75	\$ 23.21
Bus Driver	\$ 23.29	\$ 23.76	\$ 24.23	\$ 24.72
Foreman Custodian	\$ 24.47	\$ 24.96	\$ 25.46	\$ 25.97
Maintenance Foreman	\$ 29.23	\$ 29.81	\$ 30.41	\$ 31.02
Foreman of Custodian & Transportation	\$ 29.23	\$ 30.27	\$ 30.88	\$ 31.50
<b>Technology</b>				
Information Technology Administrator		\$ 30.27	\$ 30.88	\$ 31.50
Information Technology Senior Support		\$ 23.30	\$ 23.76	\$ 24.24
Information Technology Support		\$ 22.44	\$ 22.89	\$ 23.35

## Schedule "A"

### 1. Shift differential

As of July 1, 2019,

Afternoon shift: \$0.65 per hour for each hour on the shift

Night shift: \$0.80 per hour for each hour on the shift

As of July 1, 2020,

Afternoon shift: \$0.90 per hour for each hour on the shift

Night shift: \$1.05 per hour for each hour on the shift

### 2. Classrooms

When Custodians are employed less than a full day the following shall be the basis of establishing the hours of work and determining the pay.

1 classroom schools: 2 hours

2 classroom schools: 3 hours

3 classroom schools: 3 1/2 hours

4 classroom schools: 4 1/2 hours

### 3. Lead Hand

An employee appointed as a lead hand will receive ninety cents (\$0.90) per hour above the employee's regular rate.

### 4. Head Custodian

The Board may appoint Head Custodian(s).

### 5. Dirty money

Dirty money at one dollar and twenty cents (\$1.20) per hour will be paid to employees while doing the following work:

- (a) Cleaning domestic hot-water tanks;
- (b) Re-bricking boilers;
- (c) Cleaning fuel tanks;
- (d) Spray painting;
- (e) While exposed to raw sewage;
- (f) Cleaning oil-fired furnaces and/or boilers.
- (g) Changing of air-handling unit, filters and servicing.

### 6. Maintenance Foreman rate differential

The Maintenance Foreman rate shall be a minimum of one dollar and fifty cents (\$1.50) per hour above the Trades certified rate.

### 7. First Aid Stipend

As of July 1, 2020, when a site requires a First Aid Attendant, the District shall offer position to the most senior and qualified employee who agrees, and provide required training, at no cost or loss of wages.

The First Aid Attendant will be provided a stipend of twenty cents (\$0.20) an hour for every shift the certification is required as per WorkSafeBC regulations.

## SCHEDULE "B"

### Wage Schedule – Base Rate

#### Special Education Assistant/Education Assistants

Position	Category	May 1, 2019	July 1, 2019	July 1, 2020	July 1, 2021
			2 % increase	2 % increase	2% increase
Education Assistant	Start	\$ 18.94	\$ 19.32	\$ 19.71	\$ 20.10
Education Assistant	90 days	\$ 19.58	\$ 19.97	\$ 20.37	\$ 20.78
Education Assistant	1 year	\$ 20.41	\$ 20.82	\$ 21.23	\$ 21.66
Education Assistant - Special Ed	Start	\$ 22.84	\$ 23.30	\$ 23.76	\$ 24.24
Education Assistant - Special Ed	90 days	\$ 23.45	\$ 23.92	\$ 24.40	\$ 24.89
Education Assistant - Special Ed	1 year	\$ 24.45	\$ 24.94	\$ 25.44	\$ 25.95
Strong Start Coordinator		\$ 27.84	\$ 28.40	\$ 28.96	\$ 29.54
Library Clerk	Start	\$ 18.94	\$ 19.32	\$ 19.71	\$ 20.10
Library Clerk	90 days	\$ 19.58	\$ 19.97	\$ 20.37	\$ 20.78
Library Clerk	1 year	\$ 20.41	\$ 20.82	\$ 21.23	\$ 21.66
Library Clerk II	Start	\$ 22.84	\$ 23.30	\$ 23.76	\$ 24.24
Library Clerk II	90 days	\$ 23.45	\$ 23.92	\$ 24.40	\$ 24.89
Library Clerk II	1 year	\$ 24.45	\$ 24.94	\$ 25.44	\$ 25.95
Secretary 1	Start	\$ 19.29	\$ 19.68	\$ 20.07	\$ 20.47
Secretary 1	90 days	\$ 19.90	\$ 20.30	\$ 20.70	\$ 21.12
Secretary 1	1 year	\$ 20.72	\$ 21.13	\$ 21.56	\$ 21.99
Secretary 2	Start	\$ 23.20	\$ 23.66	\$ 24.14	\$ 24.62
Secretary 2	90 days	\$ 23.98	\$ 24.46	\$ 24.95	\$ 25.45
Secretary 2	1 year	\$ 24.81	\$ 25.31	\$ 25.81	\$ 26.33
Secretary 2 - Part Time	Start	\$ 20.27	\$ 20.68	\$ 21.09	\$ 21.51
Secretary 2 - Part Time	90 days	\$ 21.04	\$ 21.46	\$ 21.89	\$ 22.33
Secretary 2 - Part Time	1 year	\$ 21.86	\$ 22.30	\$ 22.74	\$ 23.20
Secretary 2 - SIS		\$ 25.17	\$ 25.67	\$ 26.19	\$ 26.71
Secretary 3	Start	\$ 24.45	\$ 24.94	\$ 25.44	\$ 25.95
Secretary 3	90 days	\$ 25.27	\$ 25.78	\$ 26.29	\$ 26.82
Secretary 3	1 year	\$ 26.08	\$ 26.60	\$ 27.13	\$ 27.68
Accounts Payable Clerk	Start	\$ 23.57	\$ 24.04	\$ 24.52	\$ 25.01
Accounts Payable Clerk	90 days	\$ 24.34	\$ 24.83	\$ 25.32	\$ 25.83
Accounts Payable Clerk	1 year	\$ 25.16	\$ 25.66	\$ 26.18	\$ 26.70
Human Service Worker	Start	\$ 22.84	\$ 23.30	\$ 23.76	\$ 24.24
Human Service Worker	90 days	\$ 23.45	\$ 23.92	\$ 24.40	\$ 24.89
Human Service Worker	1 year	\$ 24.45	\$ 24.94	\$ 25.44	\$ 25.95
Indigenous Support Service Worker 1	Start	\$ 19.29	\$ 19.68	\$ 20.07	\$ 20.47
Indigenous Support Service Worker 1	90 days	\$ 19.90	\$ 20.30	\$ 20.70	\$ 21.12
Indigenous Support Service Worker 1	1 year	\$ 20.72	\$ 21.13	\$ 21.56	\$ 21.99
Indigenous Support Service Worker 2	Start	\$ 21.66	\$ 22.09	\$ 22.54	\$ 22.99
Indigenous Support Service Worker 2	90 days	\$ 22.44	\$ 22.89	\$ 23.35	\$ 23.81
Indigenous Support Service Worker 2	1 year	\$ 23.26	\$ 23.73	\$ 24.20	\$ 24.68
Indigenous Support Service Worker 3	Start	\$ 23.43	\$ 23.90	\$ 24.38	\$ 24.86
Indigenous Support Service Worker 3	90 days	\$ 24.26	\$ 24.75	\$ 25.24	\$ 25.74
Indigenous Support Service Worker 3	1 year	\$ 25.06	\$ 25.56	\$ 26.07	\$ 26.59

## Schedule "B"

### Special Education Assistant/Education Assistants

1. Education Assistants (non-certified) will normally be paid at Payroll Category #1.
  2. Those Education Assistants possessing the following qualifications will be classified as Special Education Assistants and will be paid at Payroll Category #2.
    - a) One (1) year of successful experience working with students with special needs in an Early Learning - 12 educational environment,  
AND
    - b)
      - 1) Successful completion of one (1) year of training at a recognized post-secondary institution in the areas of Special Education Assistant / Education Assistant or equivalent as approved by the Assistant Superintendent of Schools,
- OR
- 2) Post-Secondary credits in special education or equivalent as approved by the Assistant Superintendent of Schools.

# **APPENDIX "A"**

## **PROVINCIAL FRAMEWORK 2019-2022**

**Provincial Framework Agreement ("Framework")**

**between**

**BC Public School Employers' Association ("BCPSEA")**

**and**

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

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

### **1. Term**

July 1, 2019 to June 30, 2022

### **2. Wages Increases**

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

### **3. Local Bargaining**

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

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

The \$7 million is an ongoing annual amount.

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

**E & O E**

#### 4. Benefits

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

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

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

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

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEBT and utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost consideration, and relapse response.

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

#### 5. Safety in the Workplace

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

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

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

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

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

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

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

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

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

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

##### **Structure:**

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



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

**Mandate:**

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

- a. Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b. Developing and delivering education opportunities to enhance service delivery to students;
- c. Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d. Skills enhancement for support staff
- e. EA curriculum module development and delivery
- f. These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations

**Terms of Reference:**

The SSEC shall develop, not later than December 31, 2019, terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Parties.

**Funding:**

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

**7. Job Evaluation (JE) Committee**

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

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

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

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

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

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

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

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

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

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

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

## **8. Provincial Labour Management Committee (PLMC)**

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

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

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

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

## **9. Committee Funding**

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

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

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

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

The representatives of the PLMC will mutually select a consultant to perform the work of the initiative. The consultant will report to the PLMC on key milestones and as otherwise requested. During the term of the agreement \$300,000 will be allocated for the purposes set out above.

#### **11. Early Care and Learning Plan**

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

#### **12. Unpaid Work**

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

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

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

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

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

#### **15. Public Education Benefits Trust**

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement On Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBC.

#### 16. Employee Support Grant (ESG)

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

#### 17. Adoption of Provincial Framework Agreement (PFA)

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties in accordance with Appendix A.

NO LATER THAN NOVEMBER 30<sup>th</sup> 2019.

KB

#### 18. Funding

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

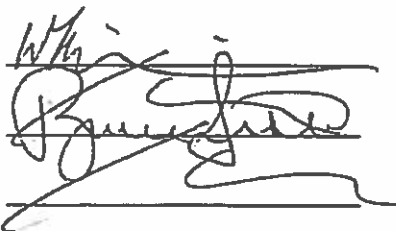
#### 19. Provincial Bargaining

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. \$200,000 will be allocated as of July 1, 2020.

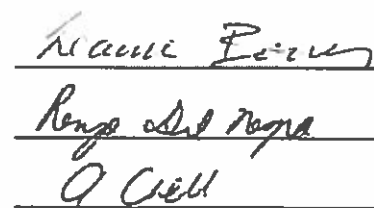
Dated this 12<sup>th</sup> day of July, 2018.

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

K-12 Presidents' Council and  
Support Staff Unions



BC Public School Employers'  
Association & Boards of Education





Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

**Re: Employee Support Grant (ESG) after June 30, 2019**

This Employee Support Grant (ESG) establishes a process under which employees covered by collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA after June 30, 2019.

1. The ESG will be available provided that:
  - a. A board and local union have a collective agreement which has been ratified by both parties no later than November 30, 2019 and,
  - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
  - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
  - b. The residual 25% of the employees' base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.

E & O E



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

Original signed on \_\_\_\_\_ by:

\_\_\_\_\_  
BCPSEA  
Leanne Bowes

\_\_\_\_\_  
K-12 Presidents' Council  
Warren Williams

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

**Re: Public Sector General Wage Increases**

1. If a public sector employer as defined in s. 1 of the Public Sector Employers Act enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Provincial Framework Agreement will be adjusted on the third anniversary of the 2019-2022 Provincial Framework Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Agreement will be effective during the term of the 2019-2022 Provincial Framework Agreement.

E & O E

This information is provided for reference only and is current as of the date of drafting. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.



## Refusing unsafe work

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

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

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

### Steps to follow when work might be unsafe:

#### 1. Report the unsafe condition or procedure

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

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

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

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

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

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

**Note:** WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.



### Worker Rights and Responsibilities:

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

#### Your rights

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

#### Your responsibilities

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

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

## Employer Responsibilities:

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

### Your responsibilities

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

## Supervisor Responsibilities:

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

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

### Your responsibilities

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

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