



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT  
NO. 6 (ROCKY MOUNTAIN)**

**AND**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 440**

**July 1, 2014 – June 30, 2019**

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**PREAMBLE**

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 6  
(ROCKY MOUNTAIN)**  
(Hereinafter called the "Board")

**PARTY OF THE FIRST PART**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 440**  
(Hereinafter called the "Union")

**PARTY OF THE SECOND PART**

WHEREAS it is the desire of both parties to this Agreement:

1. To promote the harmonious relations and settle conditions of employment between the Board and the Union.
2. To recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scale of wages etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union.

AND WHEREAS it is desirable those methods of bargaining and all matters pertaining to the working conditions of the employees are drawn up in an agreement.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1 UNION RECOGNITION**

### **Section 1.1 Bargaining Authority**

The Board of Education of School District No. 6 (Rocky Mountain) and the Canadian Union of Public Employees, Local 440 mutually recognize each other as the exclusive representatives for the purpose of conducting collective bargaining regarding rates of pay, hours of work and all other working conditions of the employees of the Board, as certified by the Labor Relations Board, as long as the Union retains its rights to conduct collective bargaining on behalf of such employees under provisions of the Labor Code excepting those having authority to hire or discharge employees and those employed in a confidential capacity.

a) The following positions shall be excluded from coverage under this Agreement:

- Director of Operations
- Operations Supervisor
- Accountant
- Human Resources Coordinator
- Operations Coordinator
- Executive Assistant
- Administrative Assistant

At no time shall the total number of people holding positions in section a) be more than fourteen (14).

b) Other Excluded Positions:

#### District Wide Classifications

- Aboriginal Education Support Worker
- Energy Manager
- Home Stay Coordinator
- International Student Program Coordinator
- International Student Program Manager
- School Psychologist
- Speech Language Pathologist

#### School Based Classifications

- CommunityLINK funded Student Support Worker

Any changes to the above are subject to written agreement between the parties.

The Employer will provide to the Union a list of the Employees who fill the excluded positions by September 30<sup>th</sup> of each year.

It is understood and agreed that no person excluded from the Bargaining Unit will perform any work normally and regularly performed by Bargaining Unit members.

## **Section 1.2 Definitions**

- 1.2.1 A regular employee shall mean an employee appointed by the Board to a permanent position.
- 1.2.2 A casual employee shall mean an employee appointed by the Board to perform services for which no permanent position exists, or to perform services for which a permanent position exists, the incumbent of which is temporarily unable to perform her duties.
- 1.2.3 A permanent position is a position established by the Board to perform Bargaining Unit work for a continuing period of time.
- 1.2.4 A temporary position is a posted position for which no permanent position exists, or to perform services for which a permanent position exists, the incumbent of which is temporarily unable to perform her duties. Temporary positions exceeding one year in duration will require the Union's approval.
- 1.2.5 Casual work is any work not covered by a posted position.

## **Section 1.3 Employee Status**

The Board agrees that there shall be no intimidation or coercion exercised or practiced with respect to any employee by reason of her membership in the Union, and the Union agrees that there shall be no intimidation on its part against any employee of the Board.

## **Section 1.4 No Other Agreement**

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

## **Section 1.5 Board Decision**

The Board agrees that any recommendation or decision by the Board relating to rates of pay, promotions, hiring, or discharge of employees covered by the terms of this Agreement, shall be communicated in writing to the Union within seven (7) calendar days of the Board's consideration and decision.

## **Section 1.6 Work of the Bargaining Unit**

No person outside the Bargaining Unit shall perform the work of the Bargaining Unit except by mutual agreement, or in case of emergencies, where no Bargaining Unit employees are available.

## **Section 1.7 Volunteers**

No Bargaining Unit member appointed to a permanent or temporary position shall be laid-off, replaced or have their regular hours reduced, or suffer a loss of pay as a result of work performed by volunteers. Volunteers shall be supplementary to the employees in the bargaining unit. Any change in the extent and use of volunteers shall be subject to mutual written agreement between the parties prior to implementation.

## **Section 1.8 Plural or Feminine Terms May Apply**

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used, where the context of the party or parties hereto so requires.

## **Section 1.9 Amalgamation, Regionalization and Merger Protection**

In the event the Board merges or amalgamates with any other body, the transfer shall be as per Part 3, Section 35 of the 1992 Labour Code.

## **Section 1.10 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without the proper authorization of the Union.

## **ARTICLE 2 BOARD'S RIGHTS**

### **Section 2.1 Management and Direction**

The Union recognizes the right of the Board to operate and manage its operations in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provisions of this Agreement. The Board shall exercise its rights in a fair and just manner. Such rules and regulations, or amendments, shall be communicated in writing to the Union.

### **Section 2.2 Hiring and Discipline**

2.2.1 The Board shall always have the right to hire, and subject to this Agreement, shall have the right to discipline, transfer, demote and discharge employees for just cause. The selection of all supervisory employees and the right to retire employees in accordance with the Municipal Pension Plan shall be entirely a matter of the Board's decision.

2.2.2 The Board shall remove letters of discipline and direction from an employee's personnel file after twelve (12) months worked, providing no additional letter(s) of direction or discipline relating to the original issue of discipline or direction have been issued in the twelve (12) month period, the exception being when the disciplinary period is of longer duration than twelve (12) months. However, in the event that letters of direction or discipline have not been removed after the twelve (12) month period, they will be considered for all purposes as if having been removed. Employees are encouraged to request that letter(s) of direction or discipline be removed from their personnel file.

### **Section 2.3 Right to Have a Steward Present**

Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, an employee may, at her discretion, request the attendance of her shop steward at any investigative discussion between the employee and her supervisor which may result in discipline, or at any meeting during which an employee will be disciplined. In either event, an employee may request at any time during such discussions that further discussion be postponed until she can arrange for her shop steward to be present, provided this does not result in undue delay. Employees who are invited to a meeting, the content and/or resolve of which they believe may affect the terms and conditions of their employment, shall have the right to be accompanied by a shop steward or Union officer. The Board or supervisor will notify the Union to have a shop steward accompany an employee, to any meeting that could lead to disciplinary action.

### **Section 2.4 Access to Personnel File**

- 2.4.1 An employee shall have the right to request, in writing, access to her personnel file. The Board shall accommodate such request within a mutually agreeable time. A Board representative shall be present and the employee may request the attendance of a Union representative during the review. The employee shall have the right to respond, in writing, to any material therein, and such reply shall become part of the permanent record.
- 2.4.2 Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- 2.4.3 Material from the employee's personnel file may only be introduced as evidence in a hearing provided the Union has received a copy in advance.
- 2.4.4 An employee shall have the right to request copies of any material contained in her personnel record. If the amount of material is excessive, the Board shall charge the employee for the reproduction costs.
- 2.4.5 There shall be one personnel file for each employee which shall be maintained by the Human Resources Department.

### **Section 2.5 Permanent Transfer**

If the transfer of an employee from one site to another is to be of a permanent nature, it will be made only after consultation with the Union and subject to the provisions of Section 11.10.2. When the transfer is made on a permanent basis, the rate of pay for that position shall be as set forth in the Wage Schedule of this Agreement. If an employee transferred on a temporary basis, sixty (60) calendar days or less, is required to work out of the site in which she usually works in order to affect such temporary transfer, then the Board agrees to provide transportation, if required, to the employee for the duration of the temporary transfer.

## **ARTICLE 3     UNION SECURITY AND CHECK OFF**

### **Section 3.1     Union Membership**

The Board agrees that any present employee who, at the date of this Agreement, is a member of this Union, or any employee who hereafter during the life of this Agreement becomes a member or is reinstated as a member, shall as a condition of continued employment maintain membership in good standing for the duration of this Agreement. As a condition of employment all new employees shall become, and remain, members in good standing of the Union within thirty (30) days of employment.

### **Section 3.2     Check-Off**

During the life of this Agreement, the Board shall deduct, as a condition of employment, all Union dues, assessments, initiation fees, or a sum equivalent to dues as set by the Union from time to time, from the pay due each calendar month to each employee, and submit direct remittance to the National and Local Union as agreed, not later than the fifteenth (15th) day of the month following that in which such deductions are made.

### **Section 3.3     Dues Notification**

The Board shall, at the time of making remittances referred to in Section 3.2, enclose a list of employees and the amounts of the bi-weekly deductions.

### **Section 3.4     New Employees - Dues Deductions**

In the case of a new employee, dues deductions shall be made commencing with the first pay cheque received by the employee and shall continue bi-weekly thereafter. The said dues will be remitted monthly to the Secretary Treasurer of the Union not later than the fifteenth (15th) day of the month following that in which the deductions are made.

### **Section 3.5     Union Membership Voting Rights**

Each employee of the Board bound by the terms of this Agreement from whom the Board is obliged to deduct Union dues, or a sum equivalent to dues under this Article, shall have the right to vote as if a member of the Union in good standing with reference to ratification of Collecting Bargaining Agreements.

### **Section 3.6     Financial Responsibility**

Notwithstanding any provisions contained in this Article, there will be no financial responsibility on the part of the Board for dues, fees, or assessments of an employee covered by this Agreement unless there are sufficient unpaid wages of that employee in the Board's hands.

### **Section 3.7     The Board Shall Acquaint New Employees**

The Board agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and shall give to each new member a copy of this Agreement. The Union shall be allowed fifteen (15) minutes of work time to acquaint the new employee(s) with the conditions of employment set out in the Articles dealing with Union security and deduction of dues.

### **Section 3.8 Right of Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees, or any other advisors, when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement; but no classroom situation may be compromised.

## **ARTICLE 4 UNION AND BOARD RESPONSIBILITY**

### **Section 4.1 Union Responsibility - Work Stoppages & Lockout**

#### 4.1.1 Board Responsibility

- a) The Union agrees that neither it, nor any of its representatives, or employees covered under this Agreement, shall in any way encourage, authorize or participate in any strike, walkout, or suspension of work, on the part of any employee or group of employees during the life of the Agreement.
- b) At all times its members shall, under the direction of the Board, maintain all essential services in connection with the Board's operations during the life of the Agreement.

#### 4.1.2 Lockout

The Board agrees there shall be no lockout of the members of the Union during the life of the Agreement.

### **Section 4.2 Legal Strike or Picket**

In the event that any other employees of the Board engage in a legal strike and place or maintain pickets at the Board's premises, then any refusal to work or failure to cross the picket line by the members of this Union shall not be considered a violation of this Agreement. This provision shall be inapplicable to any employee in respect to her refusal to work or to cross a picket line if permitted to do so by the striking Union.

## **ARTICLE 5 HOURS OF WORK**

### **Section 5.1 Work Schedule**

- 5.1.1 The Board agrees, in consultation with the Union, to set forth a working schedule and hours of work of each regular employee, hereinafter referred to as a "Work Schedule", which shall be attached to this Agreement.
- 5.1.2 The regular work week, together with the hours of work, may be permanently varied by written agreement between the Board and the Union. This process does not apply to temporary variances required for operational purposes as long as forty-eight (48) hours previous notice has been provided to the employee and the Union.
- 5.1.3 The Board shall endeavor to minimize the number of split shift positions and will only establish such positions for operational reasons. The Board shall consult with the Union prior to posting such a position.

## **Section 5.2 Clerical Staff and Education Assistants**

The regular work week for all full-time employees covered by Wage Schedule "B" of this Agreement shall consist of five (5) consecutive work days of seven (7) hours each, Monday to Friday inclusive.

## **Section 5.3 General Staff**

5.3.1 The regular work week for all full-time employees covered by Wage Schedule "A" of this agreement shall consist of five (5) consecutive work days of eight (8) hours each, Monday to Friday inclusive.

5.3.2 Shifts for maintenance work on out-of-town sites shall start and end at the Maintenance Shop at the regular quitting time.

## **Section 5.4 Technical Services Personnel – Flexible Hours**

5.4.1 Technical Services Personnel (IT Systems Specialist, ICT Services Assistant) may, at times, find it necessary to work flexible hours. It may also be more efficient at times to work from their home.

5.4.2 Flexible hours may be arranged but must be approved by the employee's immediate supervisor, hours must be recorded by individual employees and the Board will ensure proper accounting of hours worked.

5.4.3 Flexible hours will not involve overtime unless approved by the employee's immediate supervisor.

## **Section 5.5 Rest Periods**

All employees shall be permitted a fifteen (15) minute paid rest period both in the first half and the second half of a full shift to be taken on the premises, at a designated time. This is applicable to employees working a full consecutive half shift or more.

## **Section 5.6 Meal Allowance**

Employees required to work more than six and one-half (6 ½) consecutive hours in any day shall be provided with a meal in accordance with Board Policy.

## **Section 5.7 Where No Work is Available**

5.7.1 An employee starting work in any day and sent home before she has completed four (4) hours work, shall be paid for four (4) hours work at her regular rate of pay. In the event an employee reports for work but is sent home before commencing work, she shall be paid for two (2) hours at regular rate, unless she was advised by the Board in advance not to report to work.

- 5.7.2 If, due to emergency circumstances beyond the Board's control, no work is available for a period in excess of two (2) consecutive days, other work will be provided to the full hours the employee regularly works, or a layoff shall be implemented.
- 5.7.3 An Education Assistant's regular daily hours of work will be guaranteed. The hours of work per day will not be dependent upon the attendance of a specific student.

## **Section 5.8 Minimum Work Day/Week**

- 5.8.1 Except where specified in Sections 5.8.2 and 5.8.3, the Board will provide a minimum of four (4) hours work per day or twenty (20) hours work per week for an employee reporting to work who has posted into the position. The Union and the Board agree to work together to combine jobs, where appropriate, to allow for the increase in hours to the minimum. It is understood that for existing or future positions where the requisite number of days per week is mutually agreed to be less than five four-hour days would be considered compliant with this language.
- 5.8.2 Positions less than four (4) hours per day or twenty (20) hours per week shall be posted with a clause that preference will be given to those able to combine it with another position to meet the four (4) hour minimum requirement. If, after posting a position internally, the Board cannot meet the 4 hour minimum requirement, the Board must consult with the Union prior to filling the position. If the Union agrees, the Board may fill the position with a candidate working less than the required (4) hours per day or twenty (20) hours per week.

The following conditions will apply and will be communicated to the candidate:

- a) The assignment will be temporary and will not exceed twelve (12) months in duration for twelve (12) month positions and will not go beyond the end of the school year for positions less than twelve (12) months;
  - b) Should the need for the position still exist at the conclusion of the temporary assignment, the position will be re-posted.
- 5.8.3 Exemptions from the four/twenty hour minimum will be as follows:
- Noon Hour Supervisors;
  - Crossing Guards;
  - Small schools, with fewer than 75 students;
  - Lunch Program Aides; and
  - Other positions by mutual agreement.
- 5.8.4 The four hours shall be consecutive but may exclude a lunch period up to one hour or a shorter period, by mutual agreement.
- 5.8.5 Bus drivers are exempt from the requirement for consecutive hours. The regular hours for bus drivers shall be in accordance with the hours of service identified in the *Motor Vehicle Act* Regulations.

5.8.6 A Joint Committee, comprised of equal members from the Board and the Union, shall be established to deal with the four/twenty hour minimum. In order to attain the minimum, the Committee shall consider the following:

The combination of positions;

The elimination of current positions of less than four/twenty hours;

The reassignment of hours from positions currently of less than four/twenty hours;

The posting requirements, if any, for combined jobs;

The applicability of other articles in the Collective Agreement; and

Other positions to which an exemption may apply.

In the event that the Joint Committee cannot come to resolution, matters may be referred to mediation and/or arbitration.

### **Section 5.9 Preparation Time for Bus Drivers**

5.9.1 All drivers shall receive sixty (60) minutes per day preparation time for a regular route. Preparation time includes pre-trip and post-trip inspections, fueling, all necessary paperwork, cleaning of the bus, inside and out, and all necessary communication.

### **Section 5.10 Field Trips**

In the event that an Education Assistant's services are required on a field trip that extends beyond the regular school day and/or week, the following criteria will apply:

- a) Participation in a field trip shall be on a voluntary basis;
- b) All out of pocket expenses shall be covered through the school budget provided for field trips;
- c) If a field trip goes beyond the Education Assistant's regular assigned hours of work, she shall be paid up to eight (8) hours at her regular rate of pay, and will be given compensatory time equal to the additional hours worked. Such compensatory time will be paid in accordance with Section 7.4.
- d) If personal situations prevent an employee from participating in such activities, no pressure will be exerted to do so.

## **ARTICLE 6     **WAGES****

### **Section 6.1     Pay Days**

- 6.1.1     The Board shall pay wages based on the bi-weekly pay period model in accordance with the wage schedules attached hereto and forming part of this Agreement. All earnings due, including overtime and casual hours worked during the time sheet period, shall be included in the period pay and shall be deposited seven (7) calendar days following the time sheet cutoff date.
- 6.1.2     All employees shall provide the Board written authorization to deposit all wages in the employee's account in a banking institution designated by the employee.

### **Section 6.2     Classification Changes and New Positions**

- 6.2.1     The setting of a job classification and accompanying wage rate in the wage schedules attached to this Agreement shall not bind the Board to create or fill such a position. However, it is understood that the Union retains the right to grieve the classification of any employee or group of employees covered under this Agreement.
- 6.2.2     All new classifications and revised job descriptions shall be referred to the Job Evaluation Committee for review and rating. The maintenance procedures will be used to maintain the Job Evaluation Plan in the following instances:

#### 6.2.2.1     Job Evaluation Committee

- a)     The parties shall each appoint three (3) members to the Job Evaluation Committee.
- b)     The terms of reference of the Committee shall be as set out in this Section.
- c)     The Committee shall meet as required to carry out its tasks. Evaluation of positions under Section 6.2.2.2 - Evaluations and Section 6.2.2.3 - Appeal Procedures shall be completed as soon as possible after submission under Sections 6.2.2.2 a) ii), 6.2.2.2 b) i) or 6.2.2.3 a) i) as the case may be.

#### 6.2.2.2     Evaluations

##### a)     Creating of a new position

- i)     It is the responsibility of the Board to prepare a job description whenever a new job is created.
- ii)    The job description shall be referred to the Committee which will determine the appropriate rating and advise the Board.
- iii)   The Board shall provide the incumbent of the new position with a copy of the job description and rating upon appointment.
- iv)    If the Committee is unable to establish a rating for a newly created job prior to posting of the position, the Board may proceed with implementation using an interim rating.

b) Changes to existing positions

Job descriptions shall not be construed as prohibiting the Board from requiring incumbents to perform comparable or transient duties within the area of knowledge and skills required by the job description. However, if such additional assignments become a continuing responsibility, or they become recognized as part of the job requirement and they are of sufficient importance to potentially influence the job rating, the following procedures apply:

- i) The employee shall complete a Request for Review Form, forwarding copies to the Committee for review as soon as possible. If the Board does not deem it necessary to ask for a review, then the employee can request a review through the appeal procedure.
- ii) The Committee shall review and confirm or revise the evaluation ensuring the adequacy of the job description and/or application of the evaluation manual.
- iii) Copies of the Advice of Decision Form shall be forwarded to the Board who shall discuss the result with the employee.
- iv) If either the employee, the Union or the Board does not agree, the decision may be challenged through the appeal procedures as outlined.
- v) When a job description and evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the Request for Review Form was completed.
- vi) Any employee affected by downward adjustments shall be red-circled as of the date in 6.2.2.2 b) v) above.

6.2.2.3 Appeal Procedures

The appeal procedure may be used by incumbents or the Board after the job description and job rating has been completed as per Section 6.2.2.2 - Evaluations and either party feels that the job description is inadequate or the rating for the job is incorrect.

a) Steps in the Appeal Procedure are as follows:

- i) When there is a concern that the job description is inadequate or the rating is incorrect, it shall be referred to the Committee, who may discuss the matter with the incumbent and appropriate Employer representative(s). Concerns should be referred to the Committee as soon as possible after they become apparent.
- ii) If the Committee agrees to a change in the job description or rating revisions will be made and implemented accordingly.

- iii) If the Committee does not agree that a discrepancy exists, the Committee will so advise the parties and, if they so choose, the parties can then ask that the matter be brought to a Labour Management Committee meeting for review and to provide recommendations to the Job Evaluation Committee.
- iv) If the Committee is unable to come to a consensus, either party may pursue the matter through the arbitration process.
- v) When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 6.2.2.5. General Maintenance Procedure.

#### 6.2.2.4 Arbitration Procedures

- a) When agreement cannot be reached in the Committee on matters involving the accuracy of job descriptions and evaluations and/or the interpretation and application of the job evaluation rating manual, the matter shall be referred to a mutually agreed upon mediator.
- b) Where mediation is unsuccessful, the matter may be referred to arbitration.
- c) The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and the Board. Should there not be agreement, Article 16 – Arbitration Procedure shall apply.

#### 6.2.2.5 General Maintenance Procedures

The Committee shall:

- a) Review and recommend revisions to the evaluation manual, forms and procedures as deemed necessary.
- b) Every three years or otherwise, as deemed necessary, review the rating of a sampling of jobs by the Committee for the purpose of ensuring that relativity is being maintained.

### **Section 6.3 Call Out**

- 6.3.1 An employee required to work in an emergency outside her regular working hours shall be paid for a minimum of two (2) hours at her regular rate, or at time and one-half (1-1/2) for time worked, whichever is the greater and shall be paid from the time she leaves her home to report for duty until the time she arrives back upon proceeding directly from work.
- 6.3.2 If the Board requires an employee to remain on standby as a result of extraordinary circumstances, the Board shall consult with the Union to determine appropriate compensation for such employee.

- 6.3.3 When an employee is required to open and close facilities for user groups, she will be paid one hour to open and one hour to close at her regular rate of pay.

#### **Section 6.4 Overtime and Call-Back Time**

Overtime and call-back time shall be divided equally where practicable among the employees engaged in similar types of operations and who are qualified to perform the work that is available, and shall be on a voluntary basis.

#### **Section 6.5 Maintenance Assistants, Transportation Assistants and Custodial Leadhands**

##### Maintenance and Transportation Assistants

- 6.5.1 Vacancies shall be posted for five (5) working days and a copy shall be emailed to the Secretary of the Union. For the purpose of filling these positions, the Board shall consider the qualifications and ability of applicants.

Applicants will be required to:

- a) show evidence of appropriate training in the field of work required for the position;
- b) show relevant work experience in the field of work required for the position;
- c) demonstrate leadership qualities for the position; and
- d) possess a minimum of one (1) year service with the District.

In the event the factors outlined above are relatively equal among two or more employees, seniority shall be the determining factor. The Board shall determine qualifications and ability in a fair and equitable manner.

- 6.5.2 Successful applicants shall be designated to the position of Maintenance Assistant or Transportation Assistant and may be assigned to the position from time to time during the year to either:

- a) replace the Operations Supervisor when absent; or
- b) assist the Operations Supervisor when present.

- 6.5.3 When assigned to this position, these employees shall:

- a) be under the direction of the appropriate manager;
- b) follow department practices; and
- c) be responsible for the general direction and daily work assignments of the corresponding transportation or maintenance/custodial employees in their respective zone

- 6.5.4 Maintenance Assistants and Transportation Assistants shall neither evaluate the work performance of employees nor discipline employees, but shall communicate work concerns first to the employee involved, and failing resolution, to the appropriate manager.
- 6.5.5 For the periods of time that the Maintenance Assistant or Transportation Assistant are assigned to this position, the employee shall receive the corresponding allowance in accordance with CUPE 440 Schedule of Allowances, in the collective agreement.

#### Custodial Leadhands

- 6.5.6 Vacancies shall be posted for five (5) working days and a copy shall be emailed to the Secretary of the Union. For the purpose of filling these positions, the Board shall consider the qualifications and ability of applicants. Applicants will be required to:
- a) show evidence of appropriate training in the field of work required for the position;
  - b) show relevant work experience in the field of work required for the position;
  - c) demonstrate leadership qualities for the position; and
  - d) possess a minimum of one (1) year service with the District.

In the event the factors outlined above are relatively equal among two or more employees, seniority shall be the determining factor. The Board shall determine qualifications and ability in a fair and equitable manner.

- 6.5.7 Custodial Leadhands shall:
- a) be under the direction of the appropriate manager and/or maintenance assistant;
  - b) follow department practices; and
  - c) be responsible for the general direction and daily work assignments of the custodians assigned to the school.
- 6.5.8 Custodial Leadhands shall neither evaluate the work performance of employees nor discipline employees, but shall communicate work concerns first to the employee involved, and failing resolution, to the appropriate manager.
- 6.5.9 Custodial Leadhands shall receive the corresponding allowance in accordance with CUPE 440 Schedule of Allowances, in the collective agreement.

## **Section 6.6 Assignments and Substitutes**

- 6.6.1 An employee who, during her regular hours of work, is assigned to any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate of pay for the job worked or her regular rate, whichever is the greater. When an employee is permanently assigned to a position paying a lower rate, her rate shall not be reduced for a period of sixty (60) calendar days.
- 6.6.2 No employee shall be transferred to a position outside the Bargaining Unit without her consent.

## **Section 6.7 Shift Differential**

### 6.7.1 Afternoon Shift

Where the majority of hours worked fall between 3:00 p.m. to 11:00 p.m. employees shall be paid a shift differential in accordance with CUPE Local 440 Schedule of Allowances for all hours worked.

### 6.7.2 Night Shift

Where the majority of hours worked fall between 11:00 p.m. to 7:00 a.m. employees shall be paid a shift differential in accordance with CUPE Local 440 Schedule of Allowances for all hours worked.

### 6.7.3 Weekend Premium

Regular part-time employees who work less than forty (40) hours per week shall be entitled to a weekend premium of one dollar (\$1.00) per hour in addition to the regular rate of pay if working on Saturday or Sunday or until overtime conditions come into effect.

## **Section 6.8 Job Descriptions**

The Board, in consultation with the Union, agrees to prepare job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

## **Section 6.9 Classifications**

Existing classifications shall not be eliminated or changed without prior agreement from the Union in writing.

## **Section 6.10 Trade Requirements**

- 6.10.1 An employee required to hold more than one (1) trades qualification as recognized by the Ministry of Labor shall receive five (5) percent over the regular rate for each extra trade required.
- 6.10.2 Any annual fees necessary to maintain required trades certification or endorsements shall be paid in full by the Board.

## **ARTICLE 7 OVERTIME**

### **Section 7.1 Entitlement**

- 7.1.1 For all overtime work, each employee covered by this Agreement shall be paid as follows:
- a) Employees covered under Wage Schedule "A" attached to this Agreement:  
All time worked over eight (8) hours per day or forty (40) hours per week, Monday to Saturday inclusive, shall be paid at time and one-half (1-1/2) the regular rate of pay for the first two (2) hours of overtime in any day, and at double (2) the regular rate of pay thereafter until commencement of the employee's next scheduled shift.
  - b) Employees covered under Wage Schedule "B" attached to this Agreement:
    - i) All time worked over seven (7) hours per day or thirty-five (35) hours per week, Monday to Saturday inclusive, shall be paid at time and one-half (1-1/2) the regular rate of pay for the first two (2) hours of overtime in any day, and at double (2) the regular rate of pay thereafter until commencement of the employee's next scheduled shift, except for ii) below.
    - ii) Employees who choose to accept a posted position or casual work in another classification shall be paid in accordance with Section 7.1.1 a) above.
  - c) All overtime worked on Sunday for employees covered under Wage Schedule "A" and "B" attached to this Agreement shall be paid at double (2) time for every hour worked.

### **Section 7.2 Computing Overtime Rates**

For purposes of computing the hourly overtime rate, the hourly rate shall be multiplied by one and one-half (1-1/2) or two (2), as the case may be.

### **Section 7.3 Extended Overtime**

There shall be no extended amount of overtime worked in any operation while there are employees on lay-off in the same or similar type of operation, and qualified to perform the available work.

## **Section 7.4      Accumulated Compensatory Time**

All overtime must be approved by the employee's immediate supervisor, or in their absence, the Human Resources Department.

- a) Employees will be permitted to accumulate compensatory time as follows:
  - i) up to a maximum of five (5) days without approval.
  - ii) in excess of five (5) days, only with the approval of the immediate Supervisor.
- b) Use of accumulated compensatory time will be granted provided that:
  - i) the request to the Supervisor is made at least five (5) days in advance; and
  - ii) the time is mutually agreeable.
- c) Unused compensatory time at the end of any school year will be paid out in the last pay period of the school year and may not be carried over.
- d) In the case of an emergency an employee may be permitted to use accumulated compensatory time without having given the required five days notice, provided the immediate Supervisor of such employee so permits.

## **ARTICLE 8      STATUTORY HOLIDAYS**

### **Section 8.1      Entitlement**

8.1.1 Regular Employees, and casual employees who qualify in accordance with the *Employment Standards Act*, shall be entitled to a holiday with pay at their regular rate for each of the Statutory Holidays hereinafter set forth, or such day as the Board and the Union may mutually agree shall be taken in lieu of such Statutory Holiday. The Statutory Holidays shall be:

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

And any other day proclaimed by the Federal or Provincial Governments.

8.1.2 Employees will not receive pay for Canada Day if they finish work prior to that date (such as the case of a ten (10) month employee).

8.1.3 Employees returning to a posted position, as well as those on the EA recall list, will receive pay for the Labour Day Statutory Holiday if working immediately prior to and/or immediately following Labour Day.

#### 8.1.4 Floating Statutory Holidays

Each July 1<sup>st</sup> regular employees who have completed the probationary period shall be entitled to two (2) Floating Statutory Holidays annually, which will be taken at such times as mutually agreed upon between the Board and the employee. Floating Statutory Holidays shall be taken at no additional cost to the Board and are non-cumulative. If for operational reasons, the days provided cannot be taken at no cost to the Board, these employees may take the Floating Statutory Holidays on days that school is not in session. See Appendix "A".

### **Section 8.2 Holiday During Vacations**

8.2.1 When any of the above Statutory Holidays fall on an employee's scheduled day off or is observed during an employee's vacation period, the employee shall receive a proportion of a day's pay based on their regular work week.

8.2.2 An employee required to work on a Statutory Holiday or day in lieu thereof, shall receive in addition to her regular pay for that holiday, time and one-half (1½) her regular pay for hours worked.

### **Section 8.3 Employee Working on a Statutory Holiday**

Should the schools be required to be in session on any Statutory Holiday, employees required to work on such holiday will be granted an alternate day off in lieu of the Statutory Holiday worked. The alternate day off will be taken at a mutually acceptable time no later than the conclusion of the employee's next annual vacation.

## **ARTICLE 9 VACATION ENTITLEMENT**

The annual vacation entitlement shall be provided to employees on a pro-rata basis each pay period based on the employee's employment anniversary date as follows:

### **Section 9.1 Entitlement**

9.1.1 Employees who have not completed one (1) year of service will receive one (1) work day for each completed month of service to a maximum of ten (10) work days, if terminating prior to one (1) year of service, or six percent (6%) of total gross earnings, whichever is greater.

a) Three (3) weeks after one (1) year continuous service.

b) Four (4) weeks after six (6) years continuous service.

c) Five (5) weeks after twelve (12) years continuous service.

d) Six (6) weeks after twenty-two (22) years continuous service, plus one day for each year of service after twenty-two (22) years.

9.1.2 A regular employee with at least one (1) year of permanent service with the Board may request in writing to use a portion of her vacation entitlement in advance. Subsequent requests will only be considered if there is a positive balance in the employee's vacation accrual.

## **Section 9.2 Regular Part-Time Employees**

- 9.2.1 For the purpose of determining vacation entitlement or vacation pay for regular part-time employees, ten (10) months or greater employment shall be considered to be equal to a year of service. All employees, other than twelve (12) month employees, shall receive vacation pay on the basis of 6%, 8%, 10% or 12% of their gross earnings upon qualifying for vacation pay based on the years of service as detailed in Section 9.1.1.
- 9.2.2 When a regular part-time employee qualifies for an additional day of vacation under Section 9.1.1 (d) above, the highest percentage referred to above shall be increased by 40% for each additional day of vacation earned.
- 9.2.3 Employees shall receive their vacation pay upon written request. Employees, other than twelve (12) month employees, shall have any accrued vacation pay paid out on the last payroll of each school year.
- 9.2.4 The Board will allow ten (10) month employees to apply for annual leave during the Christmas and Spring Breaks. Ten (10) month employees shall have their vacation pay included in their regular monthly pay from September to June, upon the written request of the employee. This request must be made by June 20<sup>th</sup> annually and shall be in effect for the following school year.

## **Section 9.3 Vacation Period**

All employees shall be granted at least two (2) weeks of their vacation during the months of July and August. By mutual agreement, additional vacation time may be arranged in any month of the calendar year. However, in the event of conflict of vacation date preferences, the Board will determine the choice taking into consideration the degree of importance of each employee's service to the Board, her seniority, and the smooth operation of the school system.

## **Section 9.4 Pay Procedure**

Vacation pay will be paid on the regular pay period cycles provided time sheets requesting payment of vacation pay are submitted in advance of commencing vacation.

## **Section 9.5 Leaving Board Service**

An employee leaving the service of the Board at any time in her vacation year, before she has had her vacation, shall be entitled to a proportion of payment of her salary or wages in lieu of such vacation. When an employee dies her estate shall be credited with the value of vacation credits owing her.

## **Section 9.6 Illness During Vacation**

Sick leave may be substituted for vacation where it can be established by the employee that an illness or disabling injury occurred requiring hospitalization while on vacation. A doctor's certificate will be presented to the Board by the employee in such cases.

## **ARTICLE 10 LEAVE OF ABSENCE**

### **Section 10.1 Sick Leave**

- 10.1.1 "Sick Leave" means the period of time an employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the *Workers' Compensation Act*.
- 10.1.2 Sick leave shall be granted to employees on a pro-rata basis on the basis of one and one-half (1½) days for every month of service. In any one year, where an employee has not had sick leave or only a portion thereof, she shall be entitled to an accrual of all the unused portion of sick leave for her future benefit up to a maximum of one hundred and thirty (130) work days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- 10.1.3 Leave without pay of one year because of illness shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of one (1) year, an extension may be granted by the Board.
- 10.1.4 When an employee is granted leave of absence without pay for any reason, or is laid-off due to lack of work and returns to the service of the Board upon expiration of such leave of absence, she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or layoff.
- 10.1.5 An employee prevented from performing her regular work with the Board as a result of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act shall have her application for benefits processed by the Board. Such accident must not have occurred while the employee was working simultaneously for another employer.
- 10.1.6 An employee may be required to produce a certificate from a duly qualified medical practitioner for such illness certifying that such employee is unable to carry out her duties due to illness.
- 10.1.7 Employees will be paid sick leave for the time required to attend medical appointments. An employee is entitled to sick leave for the actual time she is at her appointment as well as reasonable travel time. Reasonable travel time is defined as the normal time it takes to drive from their regular work location to the location of the appointment. If the appointment or reasonable travel time falls outside of the regular work schedule the employee does not qualify for paid sick leave.
- 10.1.8 A record of all unused sick leave will be kept by the Board. An up-to-date record listing each eligible employee's sick leave credits shall be reported to each employee on the employee's pay stub. An up-to-date record shall be forwarded to the Union upon request.

- 10.1.9 a) An employee entitled to sick leave under this Article shall receive forty (40) percent of her unused accumulated sick leave (maximum of one hundred thirty (130) days) upon:
- i) retirement on or after the attainment of the minimum retirement age, whichever shall last occur;
  - ii) retirement with a permanent disability entitling the employee to pension;
  - iii) in the event of the death of an employee while in the service of the Board, the estate will be credited with monies, if any owing;
  - iv) employee elects severance (Section 11.8.2 d) or resigns after 15 years of continuous service; or
  - v) expiration of seniority rights, as per Section 11.6 e), on the condition that the employee has more than fifteen (15) years of continuous service with the Board.
- b) For the purpose of this Section, the retirement age for all employees shall be in conformity with the *Public Sector Pension Act* in effect.
- 10.1.10 In case of illness to an immediate member of the family of an employee where no one other than the employee can provide for the needs of the ill person, an employee shall be entitled to use a maximum of ten (10) accumulated sick leave days per year for this purpose, after notifying her Supervisor. Immediate family for the purpose of this Section shall be defined as parent, spouse, common-law partner, child and child of common-law partner. Such illness must be certified by a medical practitioner if so requested. Notwithstanding the above, at least twelve (12) days must be maintained to be used only in the case of an employee's illness or injury. (See also Section 10.3.2)
- 10.1.11 Salary for lost time due to compulsory quarantine shall be paid to an employee when certified by a medical officer, and not chargeable to sick leave.
- 10.1.12 a) Effective July 1<sup>st</sup> each year an employee having reached the maximum accumulation of one hundred and thirty (130) days shall continue to receive one and one half (1½) days per month.
- b) By each subsequent June 30<sup>th</sup> any employee with more than one hundred thirty (130) days will be able to convert each period of three (3) full days over this maximum to a one half (½) day leave of absence with pay. An employee shall have the option to take such leave with pay or be paid out. These additional days will be taken or paid to the employee on or before June 30<sup>th</sup>, at which time the employee's sick leave will be adjusted to the maximum of one hundred thirty (130) days.
- c) The maximum number of days leave with pay under this Section will be three (3) days per year.

## **Section 10.2 General Leave of Absence**

- 10.2.1 The Board shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, providing such request is made in writing and is approved by the Board. The Union shall be notified of such leaves and duration.
- 10.2.2 Employees on general leave of absence in excess of twenty (20) consecutive working days shall not accrue seniority for that period. (See also Section 10.3.2 b))

## **Section 10.3 Compassionate Leave**

### **10.3.1 Bereavement Leave**

- a) A regular employee shall be granted up to five (5) regularly scheduled consecutive work days of leave without loss of wages in the case of the death of a parent, step-parent, wife, husband, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, common-law partner, child of a common-law partner, or the employee's parents' siblings, for the purpose of mourning, preparing for and/or attending the funeral.
- b) In the case of the death of someone other than a family member identified in a) above, a regular employee shall be granted up to one-half (½) day within School District boundaries or up to one (1) day outside School District boundaries, without loss of wages or benefits, to attend a funeral in the capacity of a pall bearer or mourner, provided such employee has notified her supervisor or department head. Such time off shall be granted only if the funeral occurs during the employee's normal working hours.
- c) With the location of a funeral necessitating additional time because of travel, a reasonable amount of additional leave without pay may be granted upon request. (See also Section 10.2.2)

### **10.3.2 Family and Serious Illness Leave**

- a) In the case of serious illness in the immediate family, a regular employee shall be entitled to a maximum of five (5) days paid leave for that illness, after informing her immediate supervisor. Immediate family, for the purposes of this Section, shall be defined as a parent, step-parent, mother-in-law, father-in-law, spouse, partner, common-law partner, child, step-child, child of a common-law partner, grandchild, brother, or sister. Serious illness in the family shall be defined as an illness which the attending physician considers sufficiently critical to require the employee's presence at the bedside. The Employer may request a letter of verification from the attending physician. Serious illness shall also include time to transport an immediate family member to a medical facility for medical referrals that pertain to the serious illness inside or outside the East Kootenays.

- b) Additional unpaid leave may be requested with no loss of seniority for a maximum leave of ninety (90) calendar days. Such leave shall be at no cost to the Board. Benefit costs may be paid by the employee if so desired, provided the carrier permits coverage. (See also Section 11.5)

#### **Section 10.4 Jury/Witness Duty**

The Board shall grant leave of absence without loss of seniority to an employee who serves as juror or witness in any court. The Board shall pay such an employee the difference between her normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

#### **Section 10.5 Pregnancy/Parental Leave**

10.5.1 Upon written request, leave of absence without pay and without loss of seniority shall be granted to regular employees in accordance with the *Employment Standards Act*, Part 6, Pregnancy Leave and Section 10.5.3. A request for pregnancy leave must be supported by a Certificate of a Medical Practitioner. A pregnant employee who requests leave under this article is entitled up to seventeen (17) weeks for the birth of the child or termination of the pregnancy. A birth mother who subsequently takes parental leave shall be entitled to an additional thirty-five (35) weeks of unpaid leave.

10.5.2 An employee returning to work after such leave shall provide the Employer with at least two (2) week's notice. The returning employee shall be reinstated in her former position or a comparable position, with all increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken. The Employer shall continue to make its contributions toward the premiums for group benefits during the period of the leave.

Benefit costs may be paid by the employee if so desired, provided the carrier permits coverage.

10.5.3 Where a doctor's certificate is provided stating that a longer period of pregnancy/parental leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. The employee intending to return to work after pregnancy or parental leave shall provide the Board with at least two (2) weeks' notice. On return from pregnancy or parental leave the employee shall be reinstated in her former position with all benefits to which the employee would have been entitled, had the leave not been taken.

#### 10.5.4 Supplemental Employment (Pregnancy) Benefit Plan will be implemented

- a) When a pregnant employee takes a pregnancy leave to which she is entitled pursuant to the *Employment Standards Act*, the Board shall pay the employee:
  - i) Ninety percent (90%) of her current wages for the first two (2) weeks of the leave; and
  - ii) When a regular employee is eligible to receive EI pregnancy benefits, the difference between seventy-five (75%) of her current wages and the amount of EI Pregnancy benefits received by the employee for a further fifteen (15) weeks.
  - iii) The Board agrees to enter into the Supplementary Employment Benefit (SEB) plan agreement required by the *Employment Insurance Act* in respect of such pregnancy payments.
- b) Extended Pregnancy Leave

At least one (1) month in advance of the expiry of the pregnancy leave, an employee may request, in writing, an extension of the pregnancy leave for an additional period of up to one (1) year, subject to Board approval. The extended pregnancy leave shall be without pay and benefits, and shall not accrue seniority. Benefit costs may be paid by the employee if so desired, provided the carrier permits coverage.

### **Section 10.6 Parental/Adoption Leave**

On the birth of a child or in the case of adoption or legal guardianship, a regular employee may apply for and be granted leave with pay up to a maximum of two (2) days. Leave shall be granted for the date of birth or adoption and the day immediately following, unless otherwise approved by the Board.

### **Section 10.7 Leave for Union Business**

- 10.7.1 The Board agrees that time spent in settling grievances during regular working hours by Union Representatives, shall be considered as time worked, provided that such time shall not exceed a total of twenty-four (24) working hours in any one month unless mutually agreed otherwise. The Union agrees to forward to the Board a written list of names of such Union Representatives, a record of time spent by each Union Representative in settling disputes and a list of replacements obtained for Union Representatives who are required to be absent to settle disputes.
- 10.7.2 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, provided:
  - a) that such time off shall not exceed a combined total of two hundred (200) working hours in any one month unless mutually agreed;
  - b) that a written list of the names of such officers in the employ of the Board shall be forwarded to the Human Resources Office for this purpose;
  - c) that a suitable substitute is recommended by the Union; and
  - d) that the Board is advised by the Union each day that such officers will be absent.

- 10.7.3 In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave her work without obtaining permission of her supervisor, such permission shall not be unduly withheld.
- 10.7.4 The Board agrees to grant a leave of absence without pay, not more than two (2) weeks after application from the Union stating the intended duration of such leave, to a Local Union Officer for business purposes provided a suitable substitute can be obtained, or to any employee who may be elected by the Union to a full-time position in the CUPE Local to this Agreement, or who is elected to public office. The intended duration of such leave must be specified. It is agreed that such leave of absence shall be renewed upon application providing that such leave of absence shall not exceed a period of two (2) years at any one time or for the term of public office, whichever is the longer. It is agreed that the seniority of any employee so elected shall not be adversely affected and shall accrue during such leave.
- 10.7.5 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in contract negotiations with the Board during scheduled collective bargaining sessions. 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 five (5) employees at any one time.
- 10.7.6 The Board shall pay employees on CUPE business their regular wages, and shall submit a bill at least quarterly to the Secretary Treasurer of the Union for reimbursement of wages and benefits.

### **Section 10.8 Military Leave**

A regular employee enlisting in the Canadian Armed Forces in time of war shall retain and continue to accrue seniority during the period of enlistment in time of war, provided that the employee resumes employment with the Board within six (6) months of discharge from the Canadian Armed Forces.

### **Section 10.9 Union Conventions or Education Seminars**

- 10.9.1 Leave of absence with pay and without loss of seniority shall be granted, upon request to the Board by the Union, to employees elected or appointed to represent the Union at Union conventions, or education seminars. Such time shall not exceed a total of forty-eight (48) hours in any one (1) year. Any additional days requested shall be granted without pay and without loss of seniority.
- 10.9.2 The Board shall pay employees on CUPE business their regular wages, and shall submit a bill to the Secretary Treasurer of the Union for reimbursement of wages and benefits.

## **Section 10.10 Workers' Compensation Protection**

10.10.1 All employees shall be covered by the *Workers' Compensation Act*. No regular employee shall have her employment terminated as a result of absence from work with a compensable injury or claim. Pending settlement of the insurable claim, including appeals, the employee shall continue to accrue seniority and shall continue to receive the full benefits of this Agreement.

- a) Employees shall remit their Workers' Compensation Board benefit payments to the Board and receive an equivalent amount of compensation from the Board.
- b) This leave of absence shall conclude when the Workers' Compensation Board terminates benefit payments or when it declares the employee eligible for a disability pension.

10.10.2 An employee receiving compensation benefits under the *Workers' Compensation Act* shall continue to accrue vacation credits and sick leave credits for a maximum period of twelve months from date of injury. All other benefits as outlined in Article 12 of the Collective Agreement shall continue to be paid by the School District for employees while they are absent from work with a compensable injury or claim.

## **Section 10.11 Citizenship Leave**

An employee shall be allowed up to one (1) day off with pay to obtain her Canadian Citizenship.

## **Section 10.12 Educational Leave**

An employee may request an educational leave without pay for all or part of their regular working day to take any course approved by the Board. Employees who become ineligible for benefits by working less than seventeen and half (17.5) hours per week may continue their benefits at no cost to the Board, provided the carrier permits coverage. There will be no loss of seniority for the first year of such leave.

## **Section 10.13 Deferred Salary Leave Plan**

The Board and the Union shall maintain a mutually acceptable deferred salary leave plan, subject to the plan being at no direct cost to the Board.

## **ARTICLE 11 SENIORITY**

### **Section 11.1 Seniority Defined**

- 11.1.1 Seniority is length of service that a regular employee has with the Board. The application of seniority shall be on a bargaining unit-wide basis except as provided herein.
- 11.1.2 The word "regular" refers to a full-time or part-time employee who has been appointed to a permanent position and has completed her probationary period.

### **Section 11.2 New Employees' Probationary Period**

When a permanent position is filled by a new employee, the employee is hired on probation. A probationary period shall consist of three (3) months service in the appointed position, and shall commence on the employee's permanent appointment date. During this time she shall be considered a casual employee only, and no seniority rights shall be recognized. On completion of probation the employee shall be entitled to seniority rights from her permanent appointment date.

### **Section 11.3 Casual Employees**

- 11.3.1 A casual employee is a person employed by the Board to perform services for which no permanent position exists, or to perform services for which a permanent position exists, the incumbent of which is temporarily unable to perform her duties.
- 11.3.2 No seniority shall accrue for a casual employee unless that employee is appointed, by letter, to a full- or part-time permanent position with the Board, thereby attaining the status of regular employee.
- 11.3.3 For purposes of determining seniority, a casual employee who becomes a regular employee shall be credited with each day in which that employee worked a full- or part-time shift in the two year period immediately prior to the employee's permanent appointment date.
- 11.3.4 The seniority date of the employee shall be the date at which the employee was appointed to a permanent position back-dated by the number of weekdays equal to the number of full- or part-time shifts worked by the employee in the two (2) year period immediately prior to the employee attaining regular status.
- 11.3.5 Casual employees may apply and may be considered for vacant positions that have not been filled through the normal posting process before these positions are made available to the general public.
- 11.3.6 Casual employees working in a temporary position of not less than three (3) months and having the requisite number of hours to access sick leave and benefit plans shall have the right to access these plans as outlined in the Agreement. Unless mutually agreed otherwise, benefits coverage will terminate at the expiration of the temporary appointment.

## **Section 11.4 Seniority List**

- 11.4.1 The Board shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall indicate the zone to which the employee is assigned. For the purpose of this Article, zone shall be defined as the predecessor School District (Kimberley, Windermere or Golden) to which she was/is hired. Should an employee transfer from one zone to another, through the bidding process, she shall bring her seniority from her predecessor zone.
- 11.4.2 The seniority list shall be updated January 31<sup>st</sup> each year and a copy forwarded to the Union. Employees shall have thirty (30) days from the time of issuance to notify the Board of any errors or omissions. A final seniority list shall be distributed after all matters raised have been addressed.

## **Section 11.5 No Loss of Seniority**

No loss of seniority and/or benefit entitlement shall occur if a regular employee is absent from work because of sickness, accident, Workers' Compensation Board Claim, maternity leave, parental leave, temporary lay-off, or approved general leave of absence up to twenty (20) working days.

## **Section 11.6 Loss of Seniority**

A regular employee shall lose her seniority only in the event:

- a) The employee is discharged for just cause and is not reinstated;
- b) The employee resigns in writing;
- c) The employee is absent from work in excess of three (3) working days without notifying the Board, unless such notice was reasonably not possible;
- d) The employee fails to return to work within ten (10) calendar days of being notified to return to work from lay-off, provided the position has an equivalent number of hours; or
- e) In a layoff situation when:
  - i) an employee with up to one year of service is laid-off for a period of twelve (12) months excluding any temporary appointments;
  - ii) an employee with one to five years of service is laid-off for a period of eighteen (18) months excluding any temporary appointments; or
  - iii) an employee with five plus years is laid-off for a period of twenty-four (24) months excluding any temporary appointments.
- f) If an employee is transferred outside of the bargaining unit for more than ninety (90) calendar days.

## **Section 11.7 Transfer Out of the Bargaining Unit**

No employee shall be transferred to a position outside the Bargaining Unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority as per Section 11.5 for a period of ninety (90) calendar days, during such time she will continue to pay union dues and accrue seniority. Such employee shall have the right to compete for posted vacancies within the Bargaining Unit during this period. If the employee returns to the bargaining unit prior to the expiry of the ninety (90) calendar day period the employee will be returned to their former position.

## **Section 11.8 Layoffs and Rehiring**

### 11.8.1 a) Definition of Layoff

- i) A layoff shall be defined as an elimination or any reduction in a regular employee's hours of work.
- ii) The layoff procedure does not apply to the normal work stoppage of employees working less than twelve (12) months unless their positions are to be made redundant or reduced in hours.

### b) Notice of Layoff

The Board shall provide a regular employee with written notice, thirty (30) calendar days prior to her effective date of layoff. If the employee has not had an opportunity to work the days as provided in this Article, she shall be paid for the days for which work was not made available.

### c) Order of Layoff

An employee shall be laid-off in the reverse order of her bargaining unit-wide seniority within her zone. An employee about to be laid-off may choose one of the following options (See explanation in Section 11.8.2):

- i) accept reduction in hours;
- ii) exercise bumping rights;
- iii) retain seniority rights; or
- iv) elect severance.

Within seven (7) calendar days of receipt of a written layoff notice, the laid-off employee shall indicate in writing to the Board which option she chooses.

d) Education Assistants

In order to facilitate and maintain educational stability throughout the school year the following practices will apply to the filling of all Education Assistant placements and vacancies:

i) May 15<sup>th</sup> of each school year:

- Any employees remaining on the Education Assistant recall list from the previous year shall be removed and considered to be on layoff.
- Education Assistants employed in a position or on leave will indicate their preference for the following school year by completing the Education Assistant Preference Questionnaire distributed by the Human Resources Department.
- Administrative Officers indicate to the Human Resources Department their staffing requirements for the following school year for positions that will be twenty-five (25) hours a week or more.

ii) May 31<sup>st</sup> of each school year:

- Taking into consideration the Preference Questionnaire and in consultation with the Administrative Officer, the Human Resources Department will make preliminary assignments. (Senior Education Assistants are guaranteed jobs which will result in the least possible disruption to the school).
- Layoff notices are issued to those employees who do not receive a preliminary assignment.

iii) May 31<sup>st</sup> to October 15<sup>th</sup> of each school year:

- A laid-off employee in this classification cannot exercise bumping rights to change classifications at this time. Employees laid-off under Section 11.8.1 d) ii) shall be placed on the Education Assistant recall list.
- Any positions that are available will be filled with casual employees based on seniority and qualifications. Employees on the Education Assistant recall list will be placed in temporary positions before other "casual employees" are employed.

iv) By October 15<sup>th</sup> of each school year:

- All temporary positions are posted in each zone. Only Education Assistants on the recall list are eligible to apply for these positions. Decisions are made by the Human Resources Department, based on seniority and qualifications, and in consultation with the Principal of the School and the District Principal of Student Services. Education Assistants appointed to a permanent position shall be entitled to access their sick leave benefits retroactively for any eligible absences taken prior to October 15<sup>th</sup>.

v) After October 15<sup>th</sup> of each school year:

- Part-time (less than 25 hrs/wk) Education Assistants are eligible to apply for positions after October 15<sup>th</sup>. In order to maintain as much educational stability as possible for the school year EA's with twenty-five (25) hrs/wk or more are not eligible to apply for positions after October 15<sup>th</sup> that would result in the Education Assistant leaving her existing position. Employees on the Education Assistant recall list shall be considered for these vacancies prior to other qualified employees.
- In the event that a student with special needs leaves the school district after October 15<sup>th</sup>, there will be no bumping during the school year and an alternative assignment will be provided to the employee.

vi) Benefit Coverage While in Layoff:

- All regular EA's who were participating in the School District's Benefit Program, when laid off on June 30<sup>th</sup>, will continue to have benefit coverage until October 31<sup>st</sup> of each year. EA's who are not placed in a position meeting the eligibility requirements will have their benefits terminate October 31<sup>st</sup>. EA's will be able to continue coverage, upon approval of the carriers, by paying their own premiums while maintaining seniority. (See also Section 12.2.4)

vii) Specialized Training:

- In the event that extensive, specialized training is required in order to work effectively with a student and such training is provided to a Education Assistant at Board expense, the employee may need to be assigned to that student for more than one school year. If this circumstance occurs, the Union and the Board will mutually agree on terms of the arrangement.

## 11.8.2 Layoff Options

a) Accept Reduction in Hours:

In the event an employee's hours are reduced, the employee may accept the reduction and remain in the reduced assignment.

b) Exercise Bumping Rights:

- i) A laid-off employee may bump within her zone.
- ii) Once an employee indicates she intends to exercise her bumping rights, the Human Resources Department will provide a Positions Report, listing those positions to which she can bump according to seniority.
- iii) An employee exercising her bumping rights must indicate in order of preference, those classifications within her zone which she has the qualifications and ability to bump into. The employee will be required to outline her qualifications.

- iv) Within three (3) working days of receipt of the employee's decision to bump, the Employer will interview the laid-off employee to establish her qualifications and ability. Within an additional three (3) working days the employee will indicate, in writing, the position(s) that she is claiming.
- v) A laid-off employee who exercises her right to bump shall be provided with a thirty (30) working day familiarization period in the position into which she bumps, at which time the Board will determine her suitability in the position (this will not be considered a training period). The familiarization period is provided to assist the employee in becoming acquainted with the day to day operations of this position. A laid-off employee changing positions shall have her familiarization period run concurrently with her trial period. (See also Section 11.10.5 a) Trial Period)
- vi) When an employee holds more than one part-time position, the positions shall be considered separate when exercising bumping rights.
- vii) The right to bump shall include the right to bump up into any classification provided the employee exercising her bumping rights has the necessary qualifications and ability.
- viii) A part-time employee with more than one part-time position may exercise her right to bump if any of her positions are reduced in hours or made redundant. Such an employee will only be allowed to bump into a position provided that it does not conflict with her existing hours of work and will not put the employee in an overtime position.
- ix) An employee may bump into one or more positions to bring her total regular hours to the number of regular hours held prior to being laid-off.
- x) The Labour Management Committee will make every reasonable effort to minimize the "ripple" effect of the bumping process and to ensure an expeditious and orderly transition in the event of layoff.

c) Retain Seniority Rights

A laid-off employee not choosing a) or b) above may retain her seniority rights for bidding purposes and accessing casual work. A laid-off employee accepting a temporary position shall have her bidding rights reinstated. (See also Section 11.6 e))

d) Elect Severance

A laid-off employee may choose to sever her employment with the Board and accept the following severance pay:

- i) Two (2) weeks pay where the employee has completed a period of at least six (6) consecutive months; and
- ii) After completion of the period of employment of three (3) consecutive years, one (1) additional week's pay for each subsequent completed year of employment, an additional week's pay to a maximum of eight (8) additional weeks of pay.

- iii) An employee choosing severance may elect severance pay at the time notice of lay-off is received, during the period of lay-off, or upon loss of seniority.
- iv) An employee choosing severance pay forfeits her right to seniority.
- v) An employee who receives severance pay under the provisions of this clause and who is subsequently rehired within a twelve (12) month period of termination by the Board, shall reimburse the Board for any severance pay received in ten (10) equal monthly installments.
- vi) An employee with two (2) part time positions may choose severance from both if laid-off from one of her positions which amounts to at least seventy-five percent (75%) of her total hours.

Severance Summary

<u>Service with the Board</u>	<u>Severance</u>
<i>6 consecutive months</i>	<i>2 weeks pay</i>
<i>3 consecutive years</i>	<i>3 weeks pay</i>
<i>4 consecutive years</i>	<i>4 weeks pay</i>
<i>5 consecutive years</i>	<i>5 weeks pay</i>
<i>6 consecutive years</i>	<i>6 weeks pay</i>
<i>7 consecutive years</i>	<i>7 weeks pay</i>
<i>8 consecutive years</i>	<i>8 weeks pay</i>
<i>9 consecutive years</i>	<i>9 weeks pay</i>
<i>10+ consecutive years</i>	<i>10 weeks pay</i>

- vii) See also Section 10.1.9 a)

11.8.3 No New Employees

New employees shall not be hired until those employees laid-off from the zone, for which the vacancy exists, have exercised their seniority rights.

**Section 11.9 Responsibilities of Laid-Off Employees**

- 11.9.1 It shall be the responsibility of the laid-off employee to notify the Board of changes in her postal address.
- 11.9.2 It shall be the responsibility of the laid-off employee to be aware of current job postings.

## **Section 11.10 Posting and Filling**

### **11.10.1 Posting Information**

- a) In the event of a vacancy occurring in any position covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted at each worksite and on the School District website for five (5) full working days and a copy of the posting shall be e-mailed to the Secretary of the Union. Such posting and notice shall contain the following information: zone in which the position exists, nature of the position, required ability, hours of work, wage rate, and the closing date for accepting applications. Applications must be made in writing (faxed copies of the application will be accepted). The Union shall be advised in writing of the name of the successful applicant within seven (7) days following her appointment.
- b) All posted jobs shall be filled within ten (10) working days of the closing date, unless there are extenuating circumstances.

### **11.10.2 Role of Seniority in Job Postings**

- a) The Board agrees that in making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority, and having the required qualifications and ability to do the job. Where more than one (1) employee in the Bargaining Unit applies for the same position, the most senior applicant within the zone shall be awarded the position provided the employee possesses the ability and qualifications to do the job. Where more than one (1) employee in the Bargaining Unit applies for the same position, and there are no applications from employees within the zone, the most senior applicant shall be awarded the position provided the employee possesses the ability and qualifications to do the job. Where the senior applicant is not considered to possess the required qualifications and/or ability to do the job, a letter outlining reasons for the decision will be sent to the applicant with a copy to the Union.
- b) The Board shall determine qualifications and ability in a fair and just manner.

### **11.10.3 Qualifications**

- a) In a case of an employee changing classification through the bidding process, and requiring new qualifications or certification, the Board shall give consideration to any employee who does not possess the required qualifications but are preparing to become qualified prior to filling the vacancy. Such an employee will be given an opportunity to qualify within three (3) months or revert to her former position(s) if the required qualifications are not met within such time.

- b) In Sections 11.10.1, 11.10.2 and 11.10.3 of this Article, the Board shall determine qualifications in a fair and equitable manner.

#### 11.10.4 Increased Hours

- a) Any position that has its hours increased by more than one (1) hour per day or five (5) hours per week in the same school year shall be posted as a vacancy in accordance with Sections 11.10.1 and 11.10.2. The incumbent would be considered to be in a lay-off position in accordance with Section 11.8.
- b) Any position that has its hours increased by no more than one (1) hour per day or five (5) hours per week, will not be posted as a vacancy. This shall only be allowed one time in the same school year.
- c) Where more than one (1) position in a worksite could be affected, and all other considerations are equal, seniority shall govern.
- d) The Board and the Union shall mutually agree to any change allowed under this Section prior to implementation.

#### 11.10.5 Trial Period

- a) A regular employee, entering a new classification shall be considered to be on trial for a period of three (3) months. Conditional on satisfactory service, the appointment shall become permanent after the period of three (3) months. At any time during the trial period, the employee may choose to return to her previous position as soon as operationally feasible.
- b) In the event the successful applicant proves unsatisfactory in the position, she shall be returned to her former position without loss of seniority at the applicable rate of pay. Any other employees promoted or transferred because of the rearrangement of positions shall if necessary be returned to their former positions, as soon as operationally feasible.

#### 11.10.6 Temporary and Casual Vacancies

- a) A temporary position is defined in Section 1.2.4.
- b) This Section shall not apply to temporary replacements of five (5) weeks or less necessitated by illness, injury, or leave of absence, or replacement of employees on vacation or for temporary filling of vacancies. When filling temporary vacancies exceeding five (5) weeks duration the Employer will consider applications from regular employees within the zone. Where a regular employee is assigned to a temporary position, she shall be returned to her former position upon completion of the temporary term. The posting and filling of temporary vacancies exceeding five (5) weeks duration shall be in accordance with Sections 11.10.1 and 11.10.2 except as modified by this Section. Temporary postings shall not exceed one calendar year in duration, and if the vacancy continues shall be posted as a permanent position after one (1) calendar year from the original date of temporary posting. (See also Section 11.10.8 b))

- c) A regular employee shall have the right to access casual work within her zone provided she qualifies for the position. A regular employee interested in casual work will be required to notify the Human Resources Department in writing specifying location(s) and classification(s). Casual work will be shared as equitably as possible among qualified Casual Work Database applicants.
- d) For vacancies less than five (5) days, a regular employee has a right to access this work as long as it does not affect her permanent position. If it is known that a vacancy is over (five) 5 days, a regular employee has the right to access this work and leave her permanent position.
- e) The Board reserves the right to deny an employee's request to access casual work where it is not operationally feasible.

#### 11.10.7 Accommodation for Disabled Employees

- a) Any employee covered by this Agreement who becomes incapacitated due to injury or illness which prevents her from performing the duties of her permanent position shall be provided with suitable alternate employment to the point of undue hardship. There shall be no reduction in pay if the employee's permanent position is modified. In the event the employee assumes the full duties of another classification, she shall be paid the rate of pay for that classification. The employee's pay may come from a variety of sources.
- b) The Board and the Union recognize the benefit of enabling a disabled employee to return to suitable work as early as the employee is willing and able. For the purpose of this Article "disabled employee" is defined as an employee who is unable to perform the full duties of her regular job due to occupational or non-occupational accident or illness.
- c) For each disabled employee who is able to perform work, the Board in consultation with the Union, a medical practitioner and the employee shall cooperatively develop a "Modified Work Plan". The Work Plan will consider the employment needs and abilities of the disabled employee, the work place needs, and the interests of the Union. In the event of a dispute on medical grounds, the matter will be referred to an independent medical authority agreed to by the parties.
- d) The underlying principle behind each Modified Work Plan is to create a suitable position by modifying the employee's permanent position through changes to both the employee's position and/or to other positions. With due regard to seniority, a reserved vacancy may also be considered to facilitate the employee's return to full employment status.
- e) It is understood that the Union and Board reserve their right of access to the grievance procedure up to and including arbitration should there be disagreement with the application of these Modified Work Plan provisions.

#### 11.10.8 Long Term Disability

- a) An employee returning from Long Term Disability within one (1) year will assume their previous position. The temporary incumbent will be given ten (10) working day's notice that the term appointment is completed and shall return to her former position.
- b) If, after one (1) year on Long Term Disability, there is no immediate expectation that the employee will be able to return to work within six (6) weeks, the position will be posted as a permanent vacancy. (See also Section 11.10.6 b))
- c) The employee on Long Term Disability will be considered, for the purposes of this Section only, to be in lay-off status as per Section 11.8. The employee may continue in this status for an indefinite period of time. Seniority will continue to accrue only for the period provided for in Section 11.6 e).
- d) If, at some point thereafter, the employee on Long Term Disability is able to return to her regular duties, she will provide, thirty (30) days written notice of her intent to return and shall do so in accordance with the bumping provisions of the Collective Agreement. If the employee is unable to return to her regular duties due to a disability, the employee shall return to work under the provisions of Section 11.10.7 - Accommodation for Disabled Employees.

#### 11.10.9 Outside Advertising

No outside advertisement for a vacancy to recruit additional employees shall be made until after such posting has been completed unless mutually agreed to between the parties.

#### 11.10.10 Staffing with Unqualified Candidates

- a) It is recognized that occasionally the Board may be unable to fill a position with a candidate possessing the minimum qualifications.
- b) If no qualified applicants are identified after internal posting and external advertising, the Board may fill the position with a candidate who may lack some of the minimum qualifications. Such a candidate shall be compensated at the regular rate of the posted category. The following conditions will apply and will be communicated to the candidate:
  - i) The assignment will be temporary and will not exceed twelve (12) months in duration for a twelve (12) month position and ten (10) months in duration for seasonal positions. However, depending on the qualifications needed, the temporary position may be of longer duration subject to agreement between the parties.
  - ii) Should the need for the position still exist at the conclusion of the temporary assignment, the position will be re-posted.
  - iii) The candidate will be encouraged to complete the minimum qualifications for the position and the Board will assist through the normal professional development practices.

- iv) The Human Resources Department will advise the Union of its intentions to appoint an unqualified candidate.

### **Section 11.11 Notification**

- 11.11.1 The Union shall be notified within five (5) working days of all appointments, hirings, transfers, layoffs, re-hirings and terminations of employment for employees covered under this Agreement.
- 11.11.2 A regular employee returning from a leave of absence, whose position was filled with a temporary appointment, shall provide the Board with thirty (30) days written notice.
- 11.11.3 All postings that occur during the summer months will be advertised in a public newspaper in the District and posted on the School District website.

### **Section 11.12 Grievances Concerning Lay-off and Seniority Rights**

Grievances concerning layoffs and seniority rights shall be initiated at Step Two of the Grievance Procedure. (See also Section 15.1)

## **ARTICLE 12 EMPLOYEE BENEFITS**

### **Section 12.1 Municipal Pension**

- 12.1.1 All employees covered by this Agreement who have been in the employ of the Board for three (3) full months of continuous service shall apply for pension in conformity with the *Public Sector Pension Act*.
- 12.1.2 The Board will pay to each employee hired prior to October 1, 1998 with service in excess of five (5) years, who is not covered by the *Public Sector Pension Act*, an amount equal to one (1) week's pay for each year of service, upon retirement.

### **Section 12.2 Medical, Dental and Extended Health Benefit Coverage**

- 12.2.1 An eligible employee who has completed the probationary period may participate in the mutually approved medical plan and in the extended health benefit plan offered by the medical plan. The Board will pay one hundred percent (100%) of the regular monthly premium.
- 12.2.2 An eligible employee who has completed the probationary period may participate in the dental plan. Minimum coverage on the plan shall be as follows:
  - Plan A Basic Services 100% payment of claims,
  - Plan B Prosthetic appliances - Crown and Bridge 50% payment of claims,
  - Plan C Orthodontal - lifetime maximum \$3,500.00 per person. 50% of claims.

The Board shall pay one hundred percent (100%) of the monthly premium.

- 12.2.3 In the event the employee is on sick leave, the Board's contribution shall be for a maximum of one (1) year from commencement of such leave. Thereafter the employee may maintain coverage by paying the full premium through the Board if she so desires.
- 12.2.4 In the event of a layoff the Board agrees to pay its share of the monthly premium up to a maximum of two (2) months. In the event of a longer layoff, an employee so affected shall have the right to continue the coverage through direct payments provided the plan permits such coverage.
- 12.2.5 "Eligible employee" shall be defined as any regular employee who has completed her probationary period and who has an aggregate appointment of seventeen and one-half (17.5) hours per week or more. (See also Section 11.3)
- 12.2.6 The Board agrees to pay its share of the monthly premiums for the full year so that a regular employee who qualifies for benefits and works a minimum of ten (10) months will have continuous year round coverage for the plans this employee is participating in.
- 12.2.7 Extended Health Benefits - additional coverage
- Eyeglass coverage - \$200.00 per family member every two (2) years.
  - Lifetime maximum - \$200,000.
  - Clinical Psychology - \$500.00 per year per family member.

### **Section 12.3 Group Life Insurance**

An eligible employee who has completed her probationary period of employment shall participate in a mutually acceptable group life insurance plan in the amount of \$45,000 coverage or one and one-half (1½) times the employee's annual income whichever is greater for each participant. The Board shall pay one hundred (100%) percent of the cost of premiums of the Group Life Insurance Plan.

### **Section 12.4 Long Term Disability Plan**

Eligible employees, who have completed their probationary period of employment, shall participate in a mutually acceptable Long Term Disability Plan. Premiums shall be paid by payroll deduction with the Board contributing ninety (90) percent and the employee ten (10) percent of the monthly premium.

- Two (2) year same own occupation
- Sixty-six and two thirds percent (66 2/3%) of gross pay
- One hundred and twenty (120) day qualifying period
- Seventeen and one half (17.5 hrs/wk) qualifying hours

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

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

### **Section 12.5 Employee and Family Assistance Program**

12.5.1 The Board shall provide an Employee and Family Assistance Program to Union members as jointly negotiated by the EFAP Committee.

12.5.2 The committee recommendation shall not bind either party to adopt the recommended EFAP or cost sharing arrangement.

## **ARTICLE 13 GENERAL PROVISIONS**

### **Section 13.1 Accommodation**

By mutual agreement proper accommodation shall be provided for employees to have their meals and keep their clothes.

### **Section 13.2 Courses of Instruction**

13.2.1 The Board agrees to pay the full cost of any course of instruction required by the Board for any employee to better qualify the employee to perform her job. Such payments shall be made upon the successful completion of the course. Prior approval of any course must be obtained in writing from the Board.

13.2.2 When a short course of instruction has been arranged by the Board and attendance is mandatory, an employee will be paid for the full number of hours in attendance at her regular rate of pay and overtime rates will not apply.

### **Section 13.3 Personal Expenses**

All out-of-pocket expenses incurred by an employee because of the requirements of the Board and in the performance of her duties will be paid by the Board, up to the maximum approved by the Board policy. Lodging expenses shall be paid subject to the prior approval of the appropriate Supervisor.

### **Section 13.4 Tool Provisions**

13.4.1 The Board shall supply all tools required by an employee to perform her duties.

### **Section 13.5 Protective Clothing**

The Union will advise the Board of locations where they believe protective clothing is required. Subject to Board concurrence, such clothing will be provided. Each employee will be provided with one smock per year, to be replaced on turning in the current issue.

## **Section 13.6 Bulletin Board**

The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all worksites under the jurisdiction of the Board providing that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union.

## **Section 13.7 Notice of Termination**

An employee wishing to terminate her employment with the Board is expected to give two (2) weeks' notice. A Record of Employment for the summer lay-off of permanent staff will be issued in conformity with the Employment Insurance regulations.

## **Section 13.8 Subcontracting**

13.8.1 No regular employee covered by this Agreement shall lose her job or suffer reduction in regular working hours as a result of the Board contracting out any work. The Board agrees that any work or services presently performed by the Bargaining Unit shall not be contracted out except in cases of emergency when no Bargaining Unit employee is available. This may be varied subject to mutual agreement between the parties.

13.8.2 The word "regular" refers to full-time and part-time employees, excluding casuals.

## **Section 13.9 Technological Change**

If the Board introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, Section 54 - Adjustment Plan of the *B.C. Labour Relations Code* shall apply.

## **Section 13.10 Bus Trips (Other Than Regular Routes)**

13.10.1 CUPE drivers shall be used for all trips where more than fourteen (14) students are involved, whether the trip is curricular or extracurricular, with the following exceptions:

- a) If the trip is within the zone or in the case of the Kimberley zone to the City of Cranbrook.
- b) If two (2) or more school teams (more than fourteen (14) students in total) are traveling to the same destination but the tournament schedule is such that it makes sense to make transportation arrangements separately for each team.
- c) For trips in excess of five hundred (500) km. one way, a charter bus registered in accordance with the *Motor Vehicle Act* may be considered.

### 13.10.2 Access to Bus Trips

Regular drivers, or casual drivers who have been appointed to a temporary position and have been in a position for three (3) months or more, have preference over casual drivers for bus trips.

### 13.10.3 Calculation for Payment on Bus Trips

- a) Calculation for payment shall be from departure at the bus garage or regular parking area until the return to the bus garage or regular parking area plus warm up and clean up time.
- b) Driving time includes pre/post trip inspections and is paid at the regular rate of pay for the first eight (8) hours of driving time and at one and one-half (1½) times the driver's regular rate for driving time over eight (8) hours.
- c) Standby time is defined as when the driver is required to be available or to stay with the bus. Standby time is to be paid at the regular rate of pay.
- d) Waiting time is defined as time when the driver is not required to be available or to stay with the bus. Waiting time is to be paid at the regular rate of pay for the first two (2) hours and at fifty (50%) percent at the regular rate of pay thereafter.
- e) On overnight trips, the time from the end of the PM shift to the beginning of the next AM shift, excluding sleep time, shall be paid at fifty (50%) percent of the regular rate. Sleep time (non paid time) shall be from twelve (12) midnight to 8:00 a.m. unless the bus is being driven.

### 13.10.4 Expenses on Bus Trips

- a) The driver will be provided a private room for any overnight trips.
- b) Drivers will receive expense reimbursement as provided for in Board Policy.

## **Section 13.11 No Discrimination**

The Board agrees that there shall be no intimidation or discrimination with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, physical and mental disability, nor by reason of her membership or activity in the Union or any other reason. The Board shall comply in all respects with those provisions outlined in the Federal and Provincial Human Rights Legislation.

### **Section 13.12 Sexual/Personal Harassment**

- 13.12.1 The Board and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence. Employees are encouraged to seek support and advice from the Union and/or a representative of the Board to seek rectification of the situation expeditiously and in an appropriate manner.
- 13.12.2 The employee, with her Union representative and/or immediate supervisor or next appropriate level of supervision, is encouraged first to discuss the matter with the alleged harasser to resolve the issue. An employee who has a concern regarding sexual or personal harassment is not required to discuss the matter with the alleged harasser.
- 13.12.3 If the matter cannot be resolved the employee may address the issue through the grievance procedure.
- 13.12.4 Sexual harassment shall be defined as any sexually-oriented practice that undermines an employee's health or job practice, or endangers an employee's employment status or potential. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance.
- 13.12.5 Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation. Cases of personal harassment shall be considered as discrimination and eligible to be processed as a grievance.

### **Section 13.13 Working at Home**

The parties to this Agreement agree that all work performed for the Employer shall be on the Employer's premises or to and from the Employer's premises. In no case shall an employee be permitted to enter into an agreement which could conflict with the above, without prior consent of the Union.

### **Section 13.14 Indemnification Clause**

- 13.14.1 The Employer shall indemnify and save harmless any employee from any damages or costs awarded against her and from any expenses incurred by her as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of her duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.
- 13.14.2 Section 13.14.1 does not provide a defense where:
- a) An employee has, in relation to the conduct that is the subject matter of the action, been found guilty of dishonesty, gross negligence or malicious or willful misconduct; or
  - b) The cause of the action is libel or slander.

### **Section 13.15 Labour Management Committee**

Upon the request of the Board or Union, a Labour Management Committee, consisting of not more than four members of the Board and not more than four members of the Union, will meet within two weeks of the request to discuss any matters of importance to either group. The attendees will be named prior to the meeting.

a) Function:

All matters of mutual concern, which may include but are not restricted to performance of work, operations issues, hours of work, and other working conditions, may be referred to the Labour Management Committee for discussion. The Committee shall not have the authority to alter, modify, or change the Collective Agreement.

b) Time off for meeting:

Any representative of the Union on the Labour Management Committee, who is in the employ of the Board, shall have the privilege of attending committee meetings without loss of remuneration.

### **Section 13.16 Copyright Infringement**

Any employee whose job requires the copying and/or reproduction of material shall not be held responsible for any copyright infringement violation incurred on behalf of the Board while performing the required work.

### **Section 13.17 Apprenticeship Program**

It is agreed by both parties that should an Apprenticeship Program be implemented, the Board will permit present employees to apply for the position(s) pursuant to Section 11.10. The British Columbia Industry Training Authority requirements will apply to such applications.

### **Section 13.18 Professional Development**

- 13.18.1 The Board acknowledges the importance of promoting professional development of its employees. The Board and Union shall determine appropriate professional development activities for employees.
- 13.18.2 The Board agrees to pay the full cost of any course of instruction required by the Board for any Education Assistant to better qualify the employee to perform her job. Such payments shall be made upon the successful completion of the course. Prior approval of any course must be obtained in writing from the Board.
- 13.18.3 The Board will provide two hundred and fifty dollars (\$250.00) per year for each regular Education Assistant, who works seventeen and half (17.5) hrs/wk or more and is employed by October 31<sup>st</sup>, for professional development. This amount may be carried over with a second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year's contribution to a maximum of seven hundred and fifty dollars (\$750.00). Procedures for administration of the funds are:

- a) The Union shall administer the funds for Education Assistant initiated professional development.
- b) The Union shall allocate the Board's annual contribution equally among the Education Assistants employed by the Board in that school year.
- c) The Union shall maintain procedures that shall permit an Education Assistant, upon written request to the Union, to have funds unused by June 30<sup>th</sup> available to her in the next two (2) school years, provided that the amount available for the next two (2) school years shall be no more than her allocation for that year plus her allocation for the previous two (2) years.

### **Section 13.19 Employee's Phone Access to the Board**

The Board shall provide telephone access for an employee needing to contact the Payroll and/or Human Resources Departments, at no cost to the employee.

### **Section 13.20 Personal Automobile**

13.20.1 An employee shall not be required as a condition of employment to supply a vehicle to perform her duties. An employee agreeing to use her private automobile to carry out her duties shall obtain her supervisor's approval to do so, and will be paid a mileage allowance in accordance with Board Policy.

13.20.2 The Board, with the agreement of the Union, may determine that a position will require an employee to provide a personal automobile as a condition of employment.

## **ARTICLE 14 SAFETY**

The Union and the Board shall cooperate in continuing and perfecting the safety measures now in effect.

### **Section 14.1 Safety Committee**

A Safety Committee(s) shall be established in accordance with the *Workers' Compensation Act*.

### **Section 14.2 Unsafe Practices**

An employee is encouraged to bring to light any activity or unsafe practice(s) that may be detrimental or pose a hazard to other employees or the public in general, provided the employee has first contacted her immediate supervisor and/or her Health and Safety Committee Representative.

### **Section 14.3 Protective Clothing**

It is agreed that the Board will advise supervisors that protective clothing is to be provided when prescribed by *Work Safe BC* where working conditions warrant protective clothing.

## **Section 14.4 Vaccinations**

A regular employee at risk of contracting Hepatitis B, or other contagious diseases, as a result of her employment, may be vaccinated against these hazards, the cost of which shall be borne by the Board.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

Before a formal grievance is filed, the employee and/or the Zonal Vice-President or other designated Union Representative may meet with the employee's supervisor in an attempt to resolve the issue. This discussion shall be without prejudice to the grievance procedure.

### **Section 15.1 Steps 1 - 3**

In the event that any difference 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 shall be finally and conclusively settled without stoppage of work in the following manner:

#### Step 1

Such difference or grievance shall first be reduced to writing and taken up by the employee or a representative of the Union with the employee's Supervisor.

#### Step 2

Should the Supervisor be unable to effect a settlement within five (5) working days of receipt of such grievance, it shall be submitted to the Secretary Treasurer of the Board.

#### Step 3

Failing settlement within five (5) working days, such grievance shall be referred to a Grievance Committee comprised of two (2) members each from the Board and the Union. The Committee shall, if it so desires, have its advisors in attendance. Failing settlement within ten (10) days by the Committee the matter shall be promptly referred to and dealt with by Arbitration as set forth in Article 16.

### **Section 15.2 Matters of General Application**

Should the Board or the Union initiate the grievance, the matter shall be dealt with between the parties as set out in Section 15.1 - Step 2.

### **Section 15.3 Time Limit re: Filing Grievances**

- 15.3.1 If a dispute is not submitted within sixty (60) 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 dispute procedure shall be at an end.
- 15.3.2 The parties agree that each Step of the Grievance Procedure should be initiated within fifteen (15) working days of the decision of the previous Step.

15.3.3 Extensions to all time limits stated in Section 15.1 and 15.3 shall be granted, provided the request is made in writing, and the granting of the extension is in writing, and are agreed to by both parties involved.

#### **Section 15.4 Correspondence re: Grievances**

Grievances and replies to grievances shall be in writing at all stages, with a copy of all correspondence being given to the President. Grievances settled satisfactorily within the time allowed shall be applied retroactively to the date the grievance was filed.

#### **Section 15.5 Censure of Employee**

Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal may follow, the Board shall, within five (5) days thereafter, give written particulars of such censure to the Union.

#### **Section 15.6 Dismissal of Employee**

An employee may be dismissed only for just cause and only upon the authority of the Board. The Supervisor may suspend an employee but shall immediately report such action to the Board. Such employee and the Union shall be advised promptly in writing by the Board of the reason for such dismissal or suspension. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal of an employee to deal with any business establishment involved in a legal strike. This provision shall be inapplicable to any employee in respect of her refusal to work or to cross such picket line if she has permission of the striking union to cross such picket line or to so deal.

#### **Section 15.7 Employee Reinstated**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in her former position, without loss of seniority rating and shall be compensated for all time lost in an amount equal to her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

#### **Section 15.8 Criticism of Employee**

Any written criticism of an employee by the Board will be copied to the employee and the Union at the time of filing. (See also Section 2.2)

#### **Section 15.9 Wrongful Dismissal**

An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing under Article 15 - Grievance Procedure. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

## **Section 15.10 Evidence**

In case of discipline the burden of proof of just and reasonable cause shall rest with the Board. In the subsequent grievance proceedings or arbitration hearings, evidence shall be limited to the grounds stated in a letter of discipline which will be given to the employee within five (5) working days of the notice of discipline, unless a criminal investigation could be jeopardized by such.

## **ARTICLE 16 ARBITRATION PROCEDURE**

### **Section 16.1 Appointment of Arbitrators**

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 five (5) 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 Chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party. Notwithstanding the above, the parties may by mutual agreement refer the dispute to a sole arbitrator, with each party paying one-half the cost of such arbitrator. The arbitrator shall be from the Labour Relations Board, Arbitration Services and have the same powers as an Arbitration Board.

### **Section 16.2 Arbitration Board Procedures**

The Arbitration Board may determine its own procedures, but shall give full opportunity to all parties to present evidence and make representations to it. The Arbitration Board shall endeavor to commence its proceedings within forty-eight (48) hours after the Chairman is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed. The decision of the majority shall be the decision of the Board of Arbitration.

### **Section 16.3 Decision of Arbitration Board**

- 16.3.1 Except in errors of law, the decision of the Board of Arbitration shall be final and binding on all parties. An Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.
- 16.3.2 Should the parties disagree as to the meaning of the decision; either party may apply to the Chairman of the Board to reconvene with Board of Arbitration to clarify the decision, which it shall do within three (3) days.

#### **Section 16.4 Expenses of Arbitration Board**

Each party shall pay:

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

#### **Section 16.5 Extension of Time Limits re: Grievance and Arbitration Procedures**

The time limits fixed in both the grievance and arbitration procedures shall be considered directory and may be extended by mutual agreement of the parties to this agreement.

#### **Section 16.6 Employee Assistance re: Grievance and Arbitration Procedures**

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned, as witness, 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 17 DURATION OF AGREEMENT**

**Section 17.1**

This Agreement shall remain in effect from July 1, 2014 to June 30, 2019, inclusive, and from year to year thereafter unless mutually amended by the parties.

**Section 17.2**

The operation of Section 50, Subsection (2) and (3) of the Labour Code is hereby specifically excluded and shall not be applicable to this Agreement.

**Section 17.3**

It is agreed that all conditions presently in force that are consistent with this Agreement shall continue to be in full force and effect.

**Section 17.4 Copies of Agreement**

17.4.1 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason the Employer shall print, at its own cost, sufficient copies of the Agreement within thirty (30) days of signing.

17.4.2 The Board and the Union agree that neither party has the right to alter this Agreement or working conditions unilaterally.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT UNDER SEAL SIGNED THIS 16<sup>TH</sup> DAY OF OCTOBER, 2014.

Signed for and on behalf of the Board of Education of School District No. 6 (Rocky Mountain)

  
BOARD CHAIRPERSON

  
SECRETARY TREASURER

Signed for and on behalf of Canadian Union of Public Employees Local 440

  
PRESIDENT

  
COMMITTEE MEMBER

## WAGE SCHEDULE "A"

		July 1, 2014	July 1, 2015	May 1, 2016	July 1, 2016	May 1, 2017	July 1, 2017	May 1, 2018	July 1, 2018	May 1, 2019
			1.0%	E.S.D.	0.5%	1.0% + E.S.D.	0.5%	1.0% + E.S.D.	0.5%	1.0% + E.S.D.
Bus Driver	Before 09/30/98	\$22.71	\$22.94	\$22.94	\$23.05	\$23.28	\$23.40	\$23.63	\$23.75	\$23.99
	Final Rate	\$21.56	\$21.78	\$21.78	\$21.88	\$22.10	\$22.21	\$22.44	\$22.55	\$22.77
Custodian		\$19.70	\$19.90	\$19.90	\$20.00	\$20.20	\$20.30	\$20.50	\$20.60	\$20.81
Journeyman Certified		\$28.43	\$28.71	\$28.71	\$28.86	\$29.15	\$29.29	\$29.50	\$29.73	\$30.03
Labourer	Before 09/30/98	\$17.79	\$17.97	\$17.97	\$18.06	\$18.24	\$18.33	\$18.51	\$18.61	\$18.79
	Final Rate	\$16.16	\$16.32	\$16.32	\$16.40	\$16.57	\$16.65	\$16.82	\$16.90	\$17.07
Information & Communications Technology (ICT) Services Assistant		\$23.46	\$23.69	\$23.69	\$23.81	\$24.05	\$24.17	\$24.41	\$24.54	\$24.78
IT Systems Specialist		\$28.02	\$28.30	\$28.30	\$28.44	\$28.73	\$28.87	\$29.16	\$29.30	\$29.60
Student		\$16.16	\$16.32	\$16.32	\$16.40	\$16.57	\$16.65	\$16.82	\$16.90	\$17.07
Technical Services Assistant – Web Support		\$21.61	\$21.83	\$21.83	\$21.94	\$22.15	\$22.27	\$22.49	\$22.60	\$22.83
Tradesman I	(1)	\$21.56	\$21.78	\$21.78	\$21.88	\$22.10	\$22.21	\$22.44	\$22.55	\$22.77
Tradesman II	(2)	\$20.18	\$20.38	\$20.38	\$20.48	\$20.69	\$20.79	\$21.00	\$21.10	\$21.32

(1) and (2) Revised May 1, 2013 as a result of a Job Evaluation Committee recommendation

NOTE A: Where employees are engaged in work of different classifications, they shall receive the appropriate rates for the work performed on a pro-rata basis.

NOTE B: An employee required to hold dual trades qualifications shall receive five (5%) over their regular rate for each extra trade required.

E.S.D. Economic Stability Dividend

## WAGE SCHEDULE "B"

		July 1, 2014	July 1, 2015	May 1, 2016	July 1, 2016	May 1, 2017	July 1, 2017	May 1, 2018	July 1, 2018	May 1, 2019
			1.0%	E.S.D.	0.5%	1.0% + E.S.D.	0.5%	1.0% + E.S.D.	0.5%	1.0% + E.S.D.
Adult Crossing Guard		\$18.78	\$18.97	\$18.97	\$19.06	\$19.25	\$19.35	\$19.54	\$19.64	\$19.84
Clerk Typist – Library		\$19.70	\$19.90	\$19.90	\$20.00	\$20.20	\$20.30	\$20.50	\$20.60	\$20.81
Kitchen Assistant – Cashier		\$19.54	\$19.74	\$19.74	\$19.83	\$20.03	\$20.13	\$20.33	\$20.44	\$20.64
Intervenor		\$28.02	\$28.30	\$28.30	\$28.44	\$28.73	\$28.87	\$29.16	\$29.30	\$29.60
Intervenor (non-certified)		\$25.22	\$25.47	\$25.47	\$25.60	\$25.86	\$25.98	\$26.24	\$26.38	\$26.64
Library Technician		\$22.42	\$22.64	\$22.64	\$22.76	\$22.98	\$23.10	\$23.33	\$23.45	\$23.68
Lunch Program Aide		\$20.87	\$21.08	\$21.08	\$21.18	\$21.40	\$21.50	\$21.72	\$21.83	\$22.04
Noon Hour Supervisor	Before 09/30/98	\$19.17	\$19.36	\$19.36	\$19.46	\$19.65	\$19.75	\$19.95	\$20.05	\$20.25
	Final Rate	\$18.24	\$18.42	\$18.42	\$18.51	\$18.70	\$18.79	\$18.98	\$19.08	\$19.27
Resource Centre Secretary		\$20.80	\$21.01	\$21.01	\$21.11	\$21.32	\$21.43	\$21.65	\$21.75	\$21.97
Secretary		\$22.42	\$22.64	\$22.64	\$22.76	\$22.98	\$23.10	\$23.33	\$23.45	\$23.68
Education Assistant		\$22.42	\$22.64	\$22.64	\$22.76	\$22.98	\$23.10	\$23.33	\$23.45	\$23.68
Education Assistant (non- certified)	(1)	\$19.70	\$19.90	\$19.90	\$20.00	\$20.20	\$20.30	\$20.50	\$20.60	\$20.81
Youth Care Worker		\$23.46	\$23.69	\$23.69	\$23.81	\$24.05	\$24.17	\$24.41	\$24.54	\$24.78

(1) Classification added September 1, 2008 as a result of a Job Evaluation Committee recommendation.

E.S.D. Economic Stability Dividend

## **SCHEDULE OF ALLOWANCES**

		July 1, 2014	July 1, 2015	May 1, 2016	July 1, 2016	May 1, 2017	July 1, 2017	May 1, 2018	July 1, 2018	May 1, 2019
			1.0%	E.S.D.	0.5%	1.0% + E.S.D.	0.5%	1.0% + E.S.D.	0.5%	1.0% + E.S.D.
Lead Hand Allowance		\$0.47	\$0.47	\$0.47	\$0.48	\$0.48	\$0.48	\$0.49	\$0.49	\$0.50
Maintenance Assistant Allowance	Before 03/05/2012	\$2.98	\$3.01	\$3.01	\$3.02	\$3.06	\$3.07	\$3.10	\$3.12	\$3.15
	Final Rate	\$2.25	\$2.27	\$2.27	\$2.28	\$2.31	\$2.32	\$2.34	\$2.35	\$2.38
Transportation Assistant Allowance		\$1.42	\$1.43	\$1.43	\$1.44	\$1.46	\$1.46	\$1.48	\$1.49	\$1.50
Dual Trades Allowance		\$0.47	\$0.47	\$0.47	\$0.48	\$0.48	\$0.48	\$0.49	\$0.49	\$0.50
Night Shift Differential Allowance		\$0.66	\$0.67	\$0.67	\$0.67	\$0.68	\$0.68	\$0.69	\$0.69	\$0.70
Weekend Premium		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

## **APPENDIX "A"**

### **Floating Statutory Holiday**

#### **Article 8.1.4 Floating Statutory Holidays**

Each July 1<sup>st</sup> regular employee who have completed the probationary period shall be entitled to two (2) Floating Statutory Holidays annually, which will be taken at such times as mutually agreed upon between the Board and the employee. Floating Statutory Holidays shall be taken at no additional cost to the Board and are non-cumulative. If for operational reasons, the days provided cannot be taken at no cost to the Board, an employee may take the Floating Statutory Holidays on days that school is not in session.

#### **District Practice:**

#### **When can floater days be taken?**

The District's interpretation of the above article is that Floater days should be taken only when there is no disruption or minimal disruption to the school or the provision of educational service. Floater days must be requested by the employee. If not requested and taken they are not paid.

12 month employees - are able to take their two (2) floaters at a time when there is no disruption to the school quite easily - Christmas, Spring break, NI days and during the summer.

10 month employees - are able to take their two (2) floater days with no disruption to the school at Christmas, Spring break, and NI days. Requests to take the days during the school year may be made and be taken with the approval of the employee's supervisor.

#### **No additional cost to the Board:**

There are no issues with twelve (12) month employees as floater days are always taken at a time when a substitute is not required. A ten (10) month employee who works one hundred ninety (190) days a year is eligible for two (2) floater days and she could receive pay for one hundred ninety-two (192) days. The cost to the Board for each ten (10) month position could therefore be one hundred ninety-two (192) days.

## Examples:

A school year of one hundred ninety (190) working days is used in the examples below.

1. Ten (10) month employee takes floater days at Christmas or Spring Break, no substitute is required.

Employee is paid for 190 days + 2 floater days = 192 days

Substitute is paid = 0 days

Cost to Board = 192 days

2. Ten (10) month employee requests and receives approval from supervisor to take two (2) floater days when school is in session and a substitute is not required.

Employee is paid for 188 days + 2 floater days = 190 days

Substitute is paid = 0 days

Cost to Board = 190 days

3. Ten (10) month employee requests and receives approval from supervisor to take one (1) floater day when school is in session and a substitute is not required.

Employee is paid for 189 days + 1 floater day = 190 days

Substitute is paid = 0 days

Cost to Board = 190 days

(employee is eligible to take one (1) more floater day)

4. Ten (10) month employee requests and receives approval from supervisor to take one (1) floater day when school is in session and a substitute is required.

Employee is paid for 189 days + 1 floater day = 190 days

Substitute is paid = 1 day

Cost to Board = 191 days

(employee is eligible to take one (1) more floater day)

5. Ten (10) month employee requests and receives approval from supervisor to take two (2) floater days when school is in session and a substitute is required.

Employee is paid for 188 days + 2 floater days = 190 days

Substitute is paid = 2 days

Cost to Board = 192 days

## **APPENDIX "B"**

### **Sick Leave**

#### **Article 10.1.2**

Sick leave shall be granted to employees on a pro-rata basis on the basis of one and one-half (1 ½) days for every month of service.

#### **How is sick leave calculated?**

Sick leave is calculated based on an employee's average work day (weekly hours divided by 5 days).

#### **Examples:**

1. Employee A has a 25 hour per week position. Their schedule is 6.25 hours per day Monday - Thursday.

$25 \text{ hours per week} / 5 \text{ days} = \text{an average of } 5 \text{ hours per day}$

$5 \text{ hours per day} \times 1.5 \text{ days/mo} = 7.5 \text{ hours of sick leave accrued per month}$

2. Employee B has a 25 hour per week position. Their schedule is 5 hours per day Monday - Friday.

$25 \text{ hours per week} / 5 \text{ days} = \text{an average of } 5 \text{ hours per day}$

$5 \text{ hours per day} \times 1.5 \text{ days/mo} = 7.5 \text{ hours of sick leave accrued per month}$

3. Employee C has a 25 hour per week position. Their schedule is 5 hours per day Tuesday and Thursday.

$10 \text{ hours per week} / 5 \text{ days} = \text{an average of } 2 \text{ hours per day}$

$2 \text{ hours per day} \times 1.5 \text{ days/mo} = 3 \text{ hours of sick leave accrued per month}$

## **Family Sick Leave**

### **Article 10.1.10**

In case of illness to an immediate member of the family of an employee where no one other than the employee can provide for the needs of the ill person, an employee shall be entitled to use a maximum of ten (10) accumulated sick leave days per year for this purpose, after notifying her Supervisor. Immediate family for the purpose of this Section shall be defined as parent, spouse, common-law partner, child and child of common-law partner. Such illness must be certified by a medical practitioner if so requested. Notwithstanding the above, at least twelve (12) days must be maintained to be used only in the case of an employee's illness or injury.

#### **Who is eligible for family sick leave?**

Employees who maintain a balance of more than 12 days of sick leave.

#### **How is family sick leave calculated?**

When an employee is eligible for family sick leave, up to 10 days of sick leave will be transferred to the family sick leave accrual.

#### **Example:**

Employee A has a 25 hour per week position. Therefore, their average day is 5 hours.

Case 1 for Employee A:

Sick Leave Accrual Balance	200 hours (40 days)
Transfer to Family Sick Leave	<u>50 hours (10 days)</u>
Sick Leave Accrual Balance	150 hours (30 days)

Case 2 for Employee A:

Sick Leave Accrual Balance	80 hours (16 days)
Transfer to Family Sick Leave	<u>20 hours ( 4 days)</u>
Sick Leave Accrual Balance	60 hours (12 days)

#### **Adjusting the accruals**

The sick leave and family sick leave accruals will be adjusted regularly in order to maintain the 12-day minimum sick leave requirement and to track the annual 10-day limit for the use of family sick leave.

If an employee has more than 22 days in their sick leave accrual, 10 days will be transferred to their family sick leave accrual; otherwise the excess over 12 days will be transferred.

# **Provincial Framework Agreement**

## **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.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than November 30, 2014.

### **1. Term**

July 1, 2014 to June 30, 2019.

### **2. Wage Increases**

Wages will increase by 5.5%. Increases will be effective on the following dates:

- July 1, 2015 1.0%
- May 1, 2016 Economic Stability Dividend
- July 1, 2016 0.5%
- May 1, 2017 1.0% plus Economic Stability Dividend
- July 1, 2017 0.5%
- May 1, 2018 1.0% plus Economic Stability Dividend
- July 1, 2018 0.5%
- May 1, 2019 1.0% plus Economic Stability Dividend

The terms of the Economic Stability Dividend are described in Appendix A.

### **3. Employee Support Grant**

BCPSEA, the Unions and the Government 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 the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.

#### **4. Benefits Standardization**

The Parties agree to pursue a voluntary standardized extended health plan to be implemented during the term of the collective agreement in accordance with the terms laid out in Appendix C.

#### **5. The Support Staff Education and Adjustment Committee (SSEAC)**

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

There will be a total of \$100,000 of annual funding allocated for the purposes set out above commencing July 1, 2015. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

#### **6. Education Assistants Committee**

- a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.
- d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.

- f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

#### **7. Learning Improvement Fund – Support Staff**

The funds stipulated in Item 1 of the LOA – Learning Improvement Fund: Support Staff Priorities (Appendix D) are the greater of \$10 million or 20% of the LIF commencing on July 1, 2015. These funds will be allocated to School Districts in accordance with the following principles as per established SSEAC procedures:

- a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.
- b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.
- c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.
- d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.
- e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
- f) SSEAC will receive the jointly agreed plans from school districts and locals.
- g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.
- h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.
- i) If permitted by legislation and regulation, a one-time allocation of \$2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

## **8. PEBT**

### a) Date adjustment for the annual funding of the PEBT LTD plan:

Change the date of the annual funding payment of \$19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with \$19,428,240 each April 1.

The annual contribution period will continue to be based on the calendar year.

Recognizing the impact on interest earnings as a result of the three (3) month delay in 2015, the PEBT will be provided with a one-time interest payment by the Ministry of Education of \$300,000 on January 2, 2015.

### b) Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the viability of administering all support staff EFAP plans.

## **9. Shared Services**

The Parties will write a joint letter to the Ministry seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertakings that may have an impact on support staff positions.

## **10. 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.

## **11. Standardized Job Evaluation Study**

The Parties will establish a provincial joint job evaluation steering committee (the JE committee) within thirty (30) days following the signing of this framework agreement. The committee is responsible to create a provincial job evaluation plan which may include a regional or local approach. The JE tool will be based upon the CUPE gender neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

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

Upon successful completion of the plan the Parties will identify one local in each of the seven established CUPE regions to pilot the plan prior to full implementation.

## **12. Job Evaluation Fund**

To fund the development work of the JE committee during 2014 the Parties agree to a one-time allocation of \$50,000 from SSEAC.

To facilitate the implementation of the provincial job evaluation plan a fund will be established within SSEAC with an initial one-time allocation of \$250,000 on July 1, 2015 and annually each year thereafter during the term of the framework agreement, for a total of \$1,000,000 in one-time funding.

In addition to the one-time allocations, ongoing annual funds of \$900,000 will be added to the job evaluation fund for implementation purposes at January 2, 2019. Any residual ongoing funds that are available after the implementation of the standardized benefit plan will be added to the job evaluation fund.

## **13. Provincial Bargaining**

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding of \$200,000 to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. This funding will be allocated as of July 1, 2016.

## **14. Unpaid Work**

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

## **15. Workload Concerns**

The Parties agree that employees should be provided with a reasonable workload. Employees with workload concerns are encouraged to bring these concerns to their supervisor or union in order that the concerns can be addressed.

## **16. Modified Calendar**

The parties recognize calendar changes are an area of concern for local support staff unions. For future calendar amendments during the term of the collective agreement the Parties agree to review and compile best practices on existing modified calendars.

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.

Dated this 7<sup>th</sup> day of June, 2014.

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

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

Marcel Marsolat  
JM  
~~\_\_\_\_\_~~  
George Smith  
Bob Green  
Mike O  
Justin  
Brent  
Jim Bell  
M  
Chris  
Hiller  
Ken Coe  
M  
Loren

**BC Public School Employers' Association & Boards of Education**

Kenya Del Negro  
P MacJulao  
Dennis  
W  
J  
Alan  
Shirley  
Deanne  
John  
Joe  
C  
Jim Colgan

LETTER OF AGREEMENT

BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
K-12 PRESIDENTS COUNCIL

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

**The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

#### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

#### **Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

**Letter of Agreement ("Letter")**

**Between:**

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

**And:**

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

**And:**

**Her Majesty the Queen in Right of the Province of BC as  
Represented by the Ministry of Education ("the Government")**

**Re: Employee Support Grant for May/June 2014**

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA during May and June 2014 as set out in this letter.
2. Subject to the terms of this Letter:
  - (a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.
  - (b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
  - (c) If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7<sup>th</sup>, 2014 by:

Rene Del Regre  
BCPSEA

Marcel Marsolin  
K-12 Presidents' Council

M. J. Lae  
Ministry of Education on behalf of Her  
Majesty in Right of the Province of BC

**Letter of Agreement ("Letter")**

**Between:**

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

**And:**

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

**And:**

**Her Majesty the Queen in Right of the Province of BC as  
Represented by the Ministry of Education (the "Government")**

**Re: Employee Support Grant for after June 30, 2014**

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may 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, 2014.
2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
5. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7<sup>th</sup>, 2014 by:

Renzo Del Negro  
BCPSEA

Marcel Marsolais  
K-12 Presidents' Council

P. Marshall  
Ministry of Education on behalf of Her  
Majesty in Right of the Province of BC

**Provincial Support Staff Extended Health Benefit Plan**

**TERMS OF REFERENCE**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**K-12 PRESIDENTS COUNCIL**

**Re: Exploration of a Greater Standardization of Benefits Plans**

The parties agree to move to an optional standardized provincial extended health benefits plan (standardized plan) which would include the majority of support staff members. To further such change the parties agree to form a working committee with the goal of achieving agreement on a standardized extended health benefits plan.

Terms of Reference:

1. The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10<sup>th</sup>, 2014.
2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.
7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of \$3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.

9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13<sup>th</sup>, 2014 or a mutually agreed upon day.

**APPENDIX D**

**LETTER OF AGREEMENT**

**BETWEEN:**

**BCPSEA**

**AND**

**K-12 SUPPORT STAFF UNIONS**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED BY THE MINISTRY  
OF EDUCATION**

**RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities**

**WHEREAS:**

The Ministry has established and maintains additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant (EA) work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

**THEREFORE:**

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.

2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. This letter replaces the letter between the parties signed December 14<sup>th</sup>, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 7<sup>th</sup>, 2014 by:

  
BCPSEA

  
Support Staff Unions

  
Ministry of Education