

**COLLECTIVE AGREEMENT**

**between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2450**

**July 1, 2014 - June 30, 2019**

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## **PREAMBLE**

Our mission is to provide all our students with an equal opportunity to achieve academic excellence to the utmost of their abilities, to learn to manage change, to learn to live and work in harmony with others and their environment and thus to grow into caring, intelligent and productive citizens. We believe our mission can only be achieved by a highly professional staff and with the active co-operation of family and community members.

The intent of this Agreement is to

- (1) Provide the basis for a harmonious working relationship between the Arrow Lakes Board Of Education and its support staff.
- (2) Provide settled and just conditions of employment.
- (3) Recognize the mutual value of joint discussion and negotiations in all matters pertaining to support staff.
- (4) Encourage opportunities for efficiency in operations.

## **ARTICLE 1 – UNION RECOGNITION**

### 1.01 Definition of Employees

1. Regular Employees: are employees either full-time or part-time who hold a regular posted position.
2. Temporary Employees: are employees who have completed sixty (60) shifts continuous or broken employment within a twelve (12) month period.
3. Casual Employees: are employees who work on an intermittent basis, but who have not completed sixty (60) shifts employment within a twelve (12) month period.

1.02 The Board recognizes the Union as the exclusive representative for the purposes of conducting collective bargaining regarding rates of pay, hours of work, and all other working conditions of the employees of the Board, as long as the Union retains its right to conduct collective bargaining on behalf of such employees, under provisions of the British Columbia Labour Relations Code as certified by the Labour Relations Board, and excepting those having authority to hire or discharge employees and those employed in a confidential capacity as defined by the British Columbia Labour Relations Code.

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

1. Executive Assistant
2. Information Technology Manager

1.03 The Board agrees that there shall be no intimidation or discrimination against any employee by reason of her activities as a member of the Union, and the Union agrees that there shall be no intimidation on its part towards any employee of the Board.

1.04 During the term of the Agreement, the Union and its members shall not authorize or participate in a strike; neither shall the Board declare a lock-out of any employees. It shall not be a violation of the Agreement or cause for discharge or any employee for refusing to cross a legal picket line.

1.05 The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all schools, provided that the use of such shall be restricted to the postings of notices regarding the business affairs, meetings, social events and reports of the Union.

1.06 The Board agrees that any recommendation or matters considered by the Board relating to rates of pay, transfers, hiring or discharge of all employees covered by the terms of this Agreement shall be communicated in writing to the Union at the time of their consideration and decision by the Board.

1.07 Should any displacement of staff be indicated as the result of technological change, the Board and the Union shall meet and discuss the possibility of employing displaced employees in some other capacity, sixty (60) shifts prior to the implementation of such change.

In the event that a regular employee is displaced, she shall have the right to bump any employee with less seniority providing the displaced employee possesses the qualifications required of the job held by the junior employee. Any employee placed in a lower-rated position as a result of technological change, shall not have her wages reduced; but shall continue to receive her old rate until such time as the agreement rate for her new position is equal to her actual rate of pay.

1.08 The administration of the terms of this Agreement shall fall within the jurisdiction of the Secretary-Treasurer of the Board.

1.09 The Board agrees that all correspondence between the Board and the Union related to matters covered in this Agreement shall be sent to the Executive of the Union. The Board agrees that a copy of any correspondence between the Board and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement shall be forwarded to the Executive of the Union.

1.10 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for work that members of the Canadian Union of Public Employees are unable to handle and except in cases mutually agreed upon by the parties.

1.11 Contracting Out

Work normally performed by the bargaining unit regular employees shall not be contracted out without mutual written agreement provided:

- i) there are sufficient qualified, employees available to do the work within the projected time limits
- ii) the employer has the equipment or facilities to do the work.

No regular employee of the Board shall lose their job or suffer reduction of hours as a result of the Board contracting out work.

1.12 Wherever 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 require.

## **ARTICLE 2 – THE BOARD’S RIGHTS RE EMPLOYEES**

- 2.01 The Union recognizes the undisputed right of the Board to operate and manage the district 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. Such rules and regulations or amendments shall be communicated in writing to the Union.
- 2.02 The Board shall always have the undisputed right to hire employees, and subject to this Agreement, the right to discipline, demote and discharge employees for just cause.



## **ARTICLE 3 – UNION SECURITY AND CHECK-OFF DEDUCTIONS**

### **Check-off Deductions**

- 3.01 The Board agrees to check-off all Union dues and initiation fees or assessments levied by the union on its members.
- 3.02 The Board shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each pay period to each employee and remit the same to the Treasurer of the Union not later than the 10<sup>th</sup> day of the month following the pay period for which such deductions are made.

The Union shall give the Board thirty (30) calendar days notice of any adjustment to the Union's dues schedule.

- 3.03 Notwithstanding any provisions contained in this section, there shall be no financial responsibility on the part of the Board for fees, dues, or assessments of any employee unless there are sufficient unpaid wages of the employee in the Board's hands.
- 3.04 The Board shall submit in writing to the Union a list of all casual, temporary, part-time and regular employees including name, job class, and earnings together with dues paid per employee per period within ten (10) calendar days after the month end.

### **Union Security**

- 3.05 It is the responsibility of the Union to ensure that all employees covered by this Agreement shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees covered by this Agreement shall become and remain members in good standing in the Union within thirty (30) days of employment.
- 3.06 No employee shall be required or permitted to make written or verbal agreement with the Board or its representative which conflicts with the terms of this Collective Agreement.
- 3.07 The Board agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment set out in Article 3 – Union Security and Check-off Deductions.

The Union and appropriate Union steward shall be informed in writing of any new employee on commencement of employment.

- 3.08 All students employed under Youth Employment Programs are covered by this Agreement.
- 3.09 If, prior to or during a discussion with a supervisor an employee feels she requires representation because of possible disciplinary consequences, she shall be allowed upon request to have a Shop Steward or Area Representative present.

#### Picket Line Protection

- 3.10 An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees. Failure to cross such a picket line or to perform the work of striking or locked out employees where a legal strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

## **ARTICLE 4 – LEAVE OF ABSENCES**

### **4.01 Union Leave**

- a) The Board agrees that the time spent in settling disputes by Union Stewards or 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 (1) month. The Union agrees to forward to the Board a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards who are required to be absent to settle disputes. In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave her work without obtaining permission from her supervisor, such permission shall not unreasonably be denied.
- b) 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 purposes, provided:
  - i. that such time off shall not exceed a total of sixty-four (64) working hours in any one (1) month.
  - ii. that a written list of names of such officers in the employ of the Board shall be forwarded to the Secretary-Treasurer for this purpose.
  - iii. that if the Board can find a suitable replacement.
  - iv. that the Board is advised by the Union at least twenty-four (24) hours in advance of any requests for a leave of absence.
- c) The Board agrees to grant leaves of absence up to a maximum of two (2) employees, without pay, for the business purposes of the Union, provided that two (2) weeks notice in writing is given to the Secretary-Treasurer. The seniority of such employees shall not be adversely affected, but shall be counted as being service with the Board.
- d) A maximum of two (2) representatives in the employ of the Board shall attend collective bargaining meetings without loss of remuneration. Such representatives shall be entitled to eight (8) hours pay per day of bargaining. The Board agrees to pay a mileage allowance for one (1) vehicle.

e) Extended Union Leave

The Board shall allow a leave of absence, without pay, to one (1) employee for a maximum of two (2) years if a request is made in writing from the Union to have the employee participate in Union affairs. Such leave shall be extended at the end of its term upon written request.

- f) An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Board for all pay and benefits during the period of absence. Such reimbursement shall be made within thirty (30) days of receipt of billing.

4.02 Bereavement Leave

- a) Employees shall be granted up to three (3) working days, without loss of pay, benefits or seniority in the event of a death in the immediate family. If travel outside of four hundred (400) kilometre radius of the District is required, an additional two (2) days with pay will be granted. "Immediate family" shall be defined as: spouse, child, parent, brother, sister, parent-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, step child, step parent, foster child, foster parent.

Unused days may be used within a year of the death to attend a memorial or celebration of life ceremony.

Bereavement Leave requests in excess of three (3) working days shall be granted, however the leaves shall be without pay.

- b) Up to one (1) day shall be granted without loss of salary or wages to attend a funeral, provided such employee has the approval of her supervisor.
- c) Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

4.03 Court Leave

Employees required to serve as jurors or court witnesses shall be given time off with full pay while so serving, providing that the said employee turns over to the Board any wages she receives for serving as a witness or juror excluding payment for travel, meals or other expenses.

#### 4.04 Emergency Response Personnel

An employee who is a volunteer emergency response person and cannot report to work at her normal time because of a fire or similar emergency or who is called away from work because of a fire or similar emergency shall not suffer a loss of pay or benefits resulting from her volunteer duties.

Absences of this nature are subject to operational requirements and are to be communicated to the District office by the employee at the time of the absence.

#### 4.05 Political Leave

The Board shall allow a leave of absence, without pay, as required, to any employee who is elected to represent her riding as a Member of Legislative Assembly or Member of the House of Parliament. An employee prior to standing for election to Regional District, Municipal or Hospital Board shall apply to the School Board to discuss the level of leave that would be available. Should the employee leave application exceed those discussed, the issue should be brought to a CUPE-Board Liaison Meeting for resolution.

#### 4.06 Educational Leave

The Board may allow a leave of absence, without pay, to an employee who wishes to participate in educational upgrading. One of the criteria to be met for approval of the Board is that such education must be of benefit to the School District. The maximum leave to be granted under this clause would be for one (1) year. Such leave may be extended at the end of its term. Requests for such leave must be submitted in writing two (2) months in advance of the leave.

#### 4.07 Reserve Service Leave

The Board shall allow a leave of absence without pay to any employee for Active Reserve Service in the Canadian Forces.

#### 4.08 General Leave

The Board may grant leaves of absence, without pay, for good and sufficient reason. Requests for such leaves shall be made in writing. An employee granted leave under this article shall have the option of continuing benefit coverage by prepaying the entire cost of premiums on a monthly basis. Leaves shall not exceed one (1) year, and may be extended by mutual agreement between the Board and the Union.

- 4.09 Employees on a leave under Clauses 4.05, 4.06, 4.07, 4.08, 4.11, 4.13 of this section have the option of continuing with the benefit coverage by paying the entire cost of the premiums on a monthly basis to the Board. During such leaves seniority shall accumulate and while no vacations are payable during the leave, upon her return the employee's absence shall count as part of her qualifying entitlement.
- 4.10 Upon returning from leaves under Clauses 4.05, 4.06, 4.07, 4.08, 4.11, 4.13 the employee shall be returned to her former position or an equivalent position should the former position no longer exist. Should there be no position available to the employee, she shall be able to exercise bumping procedures in accordance with Article 14 – Role of Seniority in Lay-offs.

4.11 Maternity/Adoption Leave:

Unless legislation is more favorable the following shall apply:

- (1) Upon written notice received at least four weeks in advance of the leave, a leave of absence without pay shall be granted for a period up to eighteen (18) weeks
- (2) Upon written notice this leave may be extended to a maximum of six (6) additional months. The employee shall have the option of continuing benefit coverage by paying the cost of the total premium.
- (3) While on this leave an employee shall retain their full employment status and accumulate all benefits under this Agreement.
- (4) The pregnant employee shall decide when she shall take her maternity leave provided she is capable of carrying out her duties. Where the Employer has a concern, the employee may be required to provide a valid medical certificate stating that she is able to perform her duties.
- (5) Upon the written request of an employee, and provided the employee is capable of performing her normal duties, the Employer shall defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (6) Where an employee gives birth, or the pregnancy is terminated before a request for leave is made under these provisions, the Employer shall grant up to six (6) weeks leave.
- (7) When the employee decides to return to work after this leave, she shall provide the Board with at least two (2) weeks notice. Upon return the

employee shall be placed in her former position or in an equivalent position should the former position no longer exist.

- (8) An additional one (1) day with pay shall be granted to the parent (both if employed by the Board) for traveling to receive the child.

#### 4.12 Paternity Leave

A male employee shall be granted one (1) day leave with pay on the occasion of the birth of his child.

#### 4.13 Parental Leave

An employee upon written request received at least four (4) weeks prior to the leave shall be entitled to a leave of absence, without pay, for a period not exceeding six (6) months.

The Employee is entitled to Parental Leave commencing:

- (a) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child.
- (b) in the case of an adopting mother or father, following the adoption of the child and within fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.

#### 4.14 Canadian Citizenship

Employees shall be granted a leave of absence with pay on the day which the employee attends the official proceedings for her Canadian citizenship.

## **ARTICLE 5 – HOURS OF WORK**

5.01 The regular work week for full-time employees shall consist of five (5) consecutive days with consecutive hours, Monday through Friday inclusive.

1. Clerical/Library/Student Support Staff      Seven (7) hours daily
2. All other classifications                              Eight (8) hours daily

It is understood that employees may be scheduled for less than full-time will not be scheduled to work less than four (4) hours per day, notwithstanding those exceptions in Notes on Schedule A, 11.2.

5.02 The Board agrees, in consultation with the Union, to set forth the working schedule of each employee as may be required by conditions throughout the School District.

5.03 The Board and the Union agree that the regular workweek, together with the hours of work, may be varied by mutual agreement between the Board and the Union as may be required by conditions throughout the School District.

### Minimum Work Year

We will commit to maintaining CUPE positions after September 30th of each school year provided that there is an understanding that staff may be re-assigned to other assignments of equal or greater hours, remuneration and classification during the balance of the school year. This would be done in consultation with the Union and employee(s) involved.

In any event this re-assignment will not impose undue hardship on the employee(s) (not to preclude current Board Policy).

5.04 Normal Shifts for all classifications shall be five (5) consecutive days with consecutive hours, Monday to Friday as listed below:

- a) The regular workweek for bus drivers shall consist of Monday to Friday with hours of work arranged in accordance to the requirements of the scheduled runs and other duties (cleaning and minor general maintenance) as required.
- b) The regular workweek for Education Assistants, School Secretaries, Library Clerks and Program Assistants shall consist of Monday to Friday with hours of work consisting of a maximum of seven (7) consecutive hours to be arranged by mutual agreement between the immediate supervisor and employee.



- c) The regular workweek for custodians shall consist of Monday to Friday with hours of work consisting of a maximum of eight (8) consecutive hours including a half hour (1/2) paid lunch break. During school holiday periods the hours of work shall consist of a maximum of nine (9) consecutive hours including a one (1) hour unpaid lunch break.
- d) The regular workweek for Groundskeeper and Maintenance shall consist of Monday to Friday with hours of work consisting of a maximum of nine (9) consecutive hours including a one (1) hour unpaid lunch break.

5.05 The hours worked for the Strong Start Coordinator will be up to a maximum of eight (8) hours per day. They will be exempt from the consecutive days and the four hour minimum as per Article 11.02 and Notes on Schedule A. All other provisions are referred to in Letter of Understanding No. 9.

## **ARTICLE 6 – WAGES AND MATTERS INCIDENTAL THERETO**

- 6.01 The setting out of a job classification and accompanying wage rate in the wage schedules attached to this Agreement shall not bind the employer to create or fill such position.
- 6.02 Employees shall be classified as per Schedule "C" – Job Classifications attached hereto and forming part of this Agreement. The Board shall pay wages bi-weekly to its employees in accordance with Schedule "A".
- 6.03 Employees will be paid by electronic fund transfer to their bank accounts and receive a pay statement through confidential email. Where not practicable, the employer shall provide an alternative.
- 6.04 When an employee is temporarily required to perform substantially the duties of a higher-rated position, she shall receive the rate of pay for the higher-rated position for all the time worked in that position.
- 6.05 When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.
- 6.06 Employees shall receive payment for non-instructional days on the condition that the employee works her regular hours approved by the employee's immediate supervisor at a job assigned by the Board.
- 6.07 Where employees are required to participate in job-related educational workshops/courses all hours worked up to eight (8) hours per day shall be paid straight time.
- 6.08 Employees are not required to use their personal vehicles for School Board business, however, should they use their personal vehicle for School Board business they shall be covered under a blanket insurance program for third party liability purposes only. Said insurance shall be provided by the Board and shall cover employees when using their vehicles while carrying out district business.
- 6.09 A regular employee working less than seventeen and one-half (17.5) hours per week shall be entitled to three percent (3%) gross pay in lieu of being provided benefits.
- 6.10 There will be a Joint Job Evaluation Committee made up a maximum of two (2) representatives from the Employer and a maximum of two (2) representatives from the Union. Each party may have one (1) alternative.

- 6.11 Whenever the Employer substantially changes the duties and responsibilities of a job classification or the employees/Union feel that the duties and responsibilities of a job classification have been substantially changed, or that the job description does not reflect the duties and responsibilities of the job classification the Joint Job Evaluation Committee shall perform a review of the job classification description, provided that at least twelve (12) months have past since the position was last reviewed.
- a. If the job classification is rated at a higher pay rate than the existing pay rate, the employees rate of pay shall be adjusted retroactive to the date the job classification was referred, in writing, to the Joint Job Evaluation Committee.
  - b. If the job classification is rated at a lower pay rate than the existing pay rate, all employees of such job classification shall be identified as "red-circled".
  - c. No employee shall have their wages reduced following the re-evaluation of their job classification and the establishment of a new wage rate.
- 6.12 Whenever the employer establishes a new job classification the Joint Job Evaluation Committee shall review the job description and establish a pay rate for the job classification.
- 6.13 All job classification descriptions shall be reviewed at least once every five (5) years.
- 6.14 In the event the Joint Job Evaluation Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the committee shall advise the employer and the Union within ten (10) working days.
- 6.15 Either party may within a further fifteen (15) working days, by written notice to the other party, refer the dispute to single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 6.16 The arbitrator shall be bound by the Pay Equity Plan document and this agreement and shall not have the power to modify or amend any of the provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties. The decision of the arbitrator shall be final and binding on all parties.
- 6.17 The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and in addition, shall have the authority to require the

parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

- 6.18 The fees and expenses of the arbitrator shall be borne equally between the employer and the Union.
- 6.19 This agreement is meant to ensure that identified inequities in pay between male and female dominated job classifications shall not be increased.
- 6.20 The employer and the Union agree to apply general wage increases in such a way that gender equity is maintained.

## **ARTICLE 7 – OVERTIME**

- 7.01 a) All overtime must be approved by supervisor in advance except in unforeseen circumstances.
- b) Bus drivers on non-regular bus trips shall be paid overtime as set out in Appendix "A" – Non-Regular Bus Trips.
- c) Employees called-in from the casual call-out list shall be paid overtime in accordance with Appendix "B" – Casual Call-out Procedure.
- 7.02 As compensation for overtime worked, as hereinafter defined, employees covered by this Agreement shall be paid at the rate of time and one-half (1 ½) for the first two (2) hours of overtime worked on a normal working day and double time (2x) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 ½) for the first four (4) hours and double time (2x) thereafter.
- 7.03 Wheresoever in this Article, and elsewhere in this Agreement that the phrase "overtime worked" shall appear, it shall refer to and include all work performed before or after and as an extension of the regular hours of work comprising a shift as set out in this Agreement, and shall be paid at the aforesaid overtime rates. When an employee is called out to work at a time other than her regular shift or extension thereof, she shall be paid a minimum of four (4) hours work at the base rate, or for the number of hours actually worked at the appropriate overtime rate, whichever is greater. The parties agree that an employee is entitled to be paid only one call out per four (4) hour period.
- 7.04 As compensation for all work performed outside the recognized hours or work as set forth in this Agreement, whether by way of overtime worked or work performed commencing at a time other than the beginning of a regular shift as defined in Article 7, Clause 7.03, for outside rentals, employees shall be paid at the overtime rate and receive such payment on their regular pay cheque, which is received after such overtime has been reported. Payment for overtime shall be accompanied by an itemized statement.
- 7.05 Employees required to work more than one and one-half (1 ½) consecutive hours beyond regular shift hours in any day shall be provided with a meal by the Board, or when meal facilities are not available, a payment for breakfast, lunch or supper as established by Board Policy.

- 7.06 A part-time employee working less than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the regular work week as per Article 5. This does not preclude the Board from offering an employee holding a regular posted position of less than full time the opportunity to work more hours than their posting on an occasional basis up to full time at straight time rate of pay.
- 7.07 An employee shall be given the choice of remuneration or time off for any accrued overtime.

#### Banked Overtime

- a) The Board and the Union agree that notwithstanding the provision of Article 7, employees shall be permitted annually to accumulate overtime to a maximum of fourteen (14) regular shifts in lieu of payment, such leave to be equal to the appropriate overtime payment.
  - b) At the beginning of each calendar year or upon commencement of employment or transfer of position, the employee shall advise the Board whether she wishes to bank overtime in accordance with this clause, otherwise overtime shall automatically be paid. Such notice in writing shall accompany the time card covering the first pay period in that year.
  - c) Such leave shall be taken at a mutually agreeable time. Days not taken by June 20<sup>th</sup> shall at the discretion of the employee be paid out. All payments shall be at the appropriate overtime rate.
  - d) Accumulation of overtime shall be in hours for that employee's regular assigned shift.
- 7.08 An employee has the right to refuse overtime except in emergencies as determined by the Board, and the Board agrees that there shall be no intimidation or discrimination against any employee by reason of her refusal to work overtime.
- 7.09 If an employee is not given twenty-four (24) hours' notice of change of shift they must be paid at overtime rates for all hours worked. This clause does not apply to shift changes made during a shift when it results in an increase in hours for the employee. Where extra hours are required, the employee will be paid overtime rates for all hours worked over the originally scheduled shift. Where a change of shift results in a decrease in hours for the employee, the employee will be paid for the originally scheduled shift at their regular rate of pay. This clause does not apply to field trips that are booked contingent upon weather.

## **ARTICLE 8 – STATUTORY HOLIDAYS**

8.01 Employees shall be entitled to a holiday with pay at their regular rate for each of the Statutory Holidays or the days proclaimed under the laws of British Columbia in their stead, or any other day proclaimed by the Federal or Provincial Governments or such days as the Board and the Union may mutually agree shall be taken in lieu of such Statutory Holiday.

8.02 Statutory Holidays for twelve (12) month employees shall be:

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

8.03 Statutory Holidays for ten (10) month employees shall be:

New Year's Day	Thanksgiving Day
BC Family Day	Remembrance Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	
Labour Day	

8.04 Should schools be required to be in session on any Statutory Holiday, employees required to work on such a holiday shall be granted an alternate day off in lieu of the Statutory Holiday worked.

Such alternate day off shall be taken at a mutually acceptable time, but no later than the conclusion of the employee's next annual vacation.

8.05 Regular ten (10) month employees who work a few days during July and/or August shall be paid a premium of four (4) percent in addition to the regular hourly wage to compensate for Canada Day and B.C. Day.

8.06 In the event of a Statutory Holiday falling on an employee's regular day off, she shall be entitled to a day off with pay at her regular rate on a date determined by the Board and the Union and shall receive in addition to her regular pay for that holiday double her regular rate of pay for the time worked.

## **ARTICLE 9 – VACATIONS**

- 9.01 Vacation time shall be earned on a pro-rata basis per pay period and the amount accrued shall be shown on each regular employee's payslip.
- 9.02 A twelve (12) month employee shall receive 12/12 of vacation entitlement days, and a ten (10) month employee shall receive 10/12 of a twelve (12) month employee's vacation entitlement days.
- 9.03 A regular employee whose vacation entitlement date is less than seven (7) years shall have their vacation calculated on the basis of an annual vacation entitlement of fifteen (15) working days.
- 9.04 A regular employee whose vacation entitlement date is seven (7) or more years but less than fifteen (15) years shall have their vacation calculated on the basis of an annual vacation entitlement of twenty (20) working days.
- 9.05 A regular employee whose vacation entitlement date is fifteen (15) or more years but less than twenty-three (23) years shall have their vacation calculated on the basis of an annual vacation entitlement of twenty-five (25) working days.
- 9.06 A regular employee whose vacation entitlement date is twenty-three (23) or more years shall have their vacation calculated on the basis of an annual vacation entitlement of thirty (30) working days.
- 9.07 If a Statutory or declared holiday is observed during an employee's vacation period, she shall be granted an additional day's vacation for such holiday period, she shall be granted an additional day's vacation for such holiday in addition to her regular vacation time.
- 9.08 An employee's vacation shall, where the District's operational needs are met, be granted at the time requested. Vacation requests will be made in writing, one (1) month prior to the date requested (except in unforeseen circumstances) to the employees' immediate supervisor. Preference in choice of individual employee's vacation dates shall be determined by seniority of service.



9.09 Regular ten (10) month employees shall take their vacation during the regular school holiday periods of Winter Break and Easter and shall receive their regular paycheque during the Winter Break and Spring Break periods with any remaining holiday pay due paid out on the first period in June.

At the discretion of their Supervisor ten (10) month employees shall be eligible to take their vacation on non-instructional days.

9.10 For each period of thirty (30) consecutive days an employee is absent from work, except such absence being for vacation or sickness with pay or accident, there shall be deducted from the vacation entitlement to which she would otherwise be entitled under Clauses 9.03, 9.04, 9.05, and 9.06 of this Article, one-twelfth (1/12) of such vacation entitlement.

9.11 Where an employee qualifies for sick leave with pay during her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement. Employees shall provide proof of illness during vacations by way of a letter from a doctor.

## **ARTICLE 10 – SICK LEAVE**

10.01 "Sick leave" means the period of time an employee is absent from work, with or without pay, by virtue of sickness, unavoidable quarantine, accident, medical, or dental appointments for which compensation is not payable under the Worksafe BC.

Where an employee is involved in an accident other than an accident covered by the Worksafe BC., as referred to above, and as a result is paid sick leave during absence from work, any designated sick leave or wage compensation recovered from an insurer or court award shall be disclosed and repaid by the employee to the Employer. The Employer shall thereupon reinstate the days of sick leave credit used, if any, as represented by the repayment. The employer has the right to seek compensation for a third party.

This article shall apply to an employee whose accident occurs after July 1, 2004 or after ratification, whichever occurs later.

10.02 All regular and temporary employees shall be granted sick leave credit in the amount of one and one-half (1 ½) working shifts accumulated in hours for each month worked from commencement of employment for regular employees and from the first day of qualification as a temporary employee. In any one (1) year where an employee has not received sick leave or only a portion of the accumulated credit, she shall accrue the unused portion, as a credit, to a maximum of one hundred eighty (180) working shifts. A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of holidays, absent for sick leave as defined in Section 10.01 of this Article. "Working shift" means any day on which an employee would normally work. Temporary employees shall accrue sick leave on a pro-rata basis.

Temporary employees will only be eligible to use sick leave when they are working either a posted position or have commenced work in a call-out assignment.

10.03 Notwithstanding Article 10.02, it is agreed that employees will have access to their sick leave bank up to the end of the one hundred and twenty (120) calendar day qualifying period for long term disability through the Public Education Benefits Trust. Upon qualifying for long-term disability, the employee will cease using sick leave. Any days remaining in her bank will be retained by the employee for future use should she return to work or should she not qualify for long-term disability. The employee, upon retirement or severance, will be paid out any remaining sick leave as per Article 10.06.

10.04 Sick leave credits shall be shown for each eligible employee on their pay slip per pay period.

- 10.05 Sick leave with pay shall not be granted nor shall payments continue until proof of such illness is filed with the Secretary-Treasurer if proof has been requested during the period of illness.
- 10.06 Sick leave without pay 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 would be granted under these regulations. The sick leave period shall be granted for one (1) year and subject to review if leave exceeds one (1) year.
- 10.07 An employee entitled to sick leave under this Article shall receive forty percent (40%) of her unused accumulated sick leave upon:
- a) Retirement on or after the attainment of the minimum retirement age in conformity with the Municipal Pension Plan of B.C., whichever shall last occur, or
  - b) Retirement with a permanent disability entitling the employee to Municipal Pension Plan, or
  - c) Death of an employee while in the service of the Board, payable to the employee's estate, or
  - d) As part of a severance package for employees laid off who have five (5) or more years of seniority.

This clause does not apply to employees dismissed for just cause.

- 10.08 A record of all accumulated sick leave credits shall be maintained by the Board and communicated to the Union, on request, and to each employee on their bi-weekly pay slip.
- 10.09 An employee prevented from performing her regular work with the Board on account of an occupational accident that is recognized by the Worksafe BC. as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the Worksafe BC. and her regular salary. In no case shall the net income of the employee exceed that which would have been received had the employee been at work.
- 10.10 Reasonable time off with pay for medical and dental appointments for employees shall be approved. All hours of absence to be charged to sick leave credit; excluding annual bus driver medical, which shall be paid by the Board up to a maximum of two (2) hours per driver.

#### 10.11 Discretionary Leave

Where no one at home other than the employee can provide for the needs during illness of an immediate family member or when the employee is the only one who can transport a family member for tests, treatment or other related medical matters an employee may use a maximum of three (3) accumulated sick leave days per year for these purposes.

Additional unpaid leave requests for this purpose may be granted. Employees may also choose to access vacation entitlement for this purpose.

## **ARTICLE 11 – EMPLOYEE BENEFITS**

- 11.01 All eligible employees shall participate in the Municipal Pension Plan of British Columbia. Regular part-time employees shall have the option of participating in the Municipal Pension Plan of British Columbia.
- 11.02 Regular employees who have completed three (3) calendar months' service shall participate in the mutually-approved Medical Plan whereby the Board shall pay one-hundred percent (100%) of the monthly premium.
- 11.03 Regular employees who have completed three (3) calendar months service within the previous twelve (12) months shall participate in the Group Life Insurance Policy Payroll Deduction Plan, whereby each employee shall pay twenty-five percent (25%) of the monthly premium per month for each \$1,000 of insurance coverage, and the Board shall pay the remainder of the premium due. This Group Life Insurance shall provide coverage calculated at 2.35 times annual basic earnings rounded to the next higher \$1,000 if not already a multiple of \$1,000. Maximum \$200,000.

11.04 Payment of Employee's Share While on Sick Leave

While an employee is on sick leave, without pay, the Board may agree to pay the employee's share of the premium payments for all benefits. The total premiums paid by the Board on behalf of the employee will be deducted from his wages after he returns to work. The said deductions shall be repaid to the Board over a period of time equal to the time lost.

- 11.05 The Board shall pay seventy-five percent (75%) and the regular employee twenty-five percent (25%) of the costs of a mutually acceptable Dental Plan.

The plan coverage shall include:

Plan A – one hundred percent (100%)

Plan B – sixty percent (60%)

Plan C – fifty percent (50%) and a \$3,000 lifetime limit per person

- 11.06 The Board shall pay seventy-five percent (75%) and the employees twenty-five percent (25%) of the cost of the Extended Health Benefits plan.

The Plan's Vision Care coverage shall be \$300 per family member per twenty-four (24) months.

Hearing aids shall be covered under the Extended Health Benefits plan up to \$500 every 5 years.

#### 11.07 Long Term Disability

Long term disability benefits shall be provided to eligible employees by the government funded Public Education Benefits Trust (PEBT) plan. The PEBT shall be at no cost to the Employer, the Union or the employees and includes access to the Joint Early Intervention Service (JEIS).

#### 11.08 Employee and Family Assistance Plan

The Board shall pay, on behalf of eligible employees, seventy-five percent (75%) of the cost of premiums for an Employee and Family Assistance Plan.

Employees share of the cost of the premiums shall be deducted as a lump sum deduction in January of each year.

#### 11.09 Group Registered Retirement Savings Plan

The Board shall deduct contributions, through payroll deductions, for those employees who participate in a Group Registered Retirement Savings Plan.

#### 11.10 Supplemental Employment Benefits (SUB) Plan

When an employee takes a maternity leave to which she is entitled pursuant to the Employment Standards Act and this Collective Agreement, the Board shall pay the employee:

1. Seventy-five (75%) percent of her normal weekly earnings for the first two (2) weeks of the leave and;
2. Where the employee is eligible to receive EI Maternity Benefits the difference between seventy-five (75%) percent of her normal weekly earnings and the amount of EI Maternity Benefit received by the employee for a further fifteen (15) weeks subject to:
  - i. the employee providing proof to the Board of receipt of Employment Insurance Maternity Benefits, and
  - ii. any payment of SUB benefits shall be restricted to the period of the regular work year of the employee.
3. Employees who take maternity leave must exhaust all Employment Insurance Maternity Benefits under this SUB plan before claiming any sick leave benefits.

11.11	<u>Benefit</u>	<u>Who Eligible</u>	<u>When</u>	<u>Cost Sharing</u>
	Medical Services Plan of BC	Regular Employees who work more than 17.5 hours per week and temporary employees holding a one year posted position of 17.5 hours or more per week	1 <sup>st</sup> of month following date of appointment as a regular employee	100 – 0
	E.H.B. includes Vision care, Hearing Aids	"	"	75 – 25
	Life Insurance	"	"	75 – 25
	Dental Plan	"	"	75 – 25
	L.T.D.	15 hours	3 months after becoming a regular employee	PEBT or 0 - 100

Employees may waive any of the above coverage except life insurance. Employees who waive Dental or Extended Health Benefits are not eligible to later enroll unless they can show proof that they have had similar coverage under another plan. Such enrolment shall be made within 30 days of the termination of coverage under the other plan.

11.12 The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article with the PEBT, provided there is no additional cost or liability to the Board Of Education of School District No 10 (Arrow Lakes).

## **ARTICLE 12 – SENIORITY AND TRANSFERS**

### Section A – Seniority

#### 12.01 Seniority Defined

Seniority shall be defined as the length of service that an employee has with the Board in the bargaining unit.

Seniority accrued to temporary employees shall be recognized for the purposes of applying for a regular position and for the purpose of shift assignments on the casual call-out list.

Effective September 1, 2000, casual employees shall be entitled to secondary seniority for the purpose of shift assignments. Casual employees with thirty (30) shifts or more shall have secondary seniority for the purpose of applying for posted positions.

#### 12.02 Seniority List

The Board shall maintain a list showing the date upon which each employee's seniority, vacation, and appointment commenced. An up-to-date list shall be sent to the Union and posted on all bulletin boards in January and September of each year.

#### 12.03 No Loss of Seniority:

An employee shall not lose seniority rights if she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Board.

#### 12.04 Loss of Seniority:

An employee shall only lose her seniority in the event:

- (a) she is discharged for just cause and is not reinstated;
- (b) she resigns and submits her resignation in writing;
- (c) she is absent from work in excess of two (2) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible;
- (d) she fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee



to keep the Board informed of her current address and telephone number.

An employee recalled for casual work or employment of short duration at a time when she is employed elsewhere shall not lose her recall rights for refusal to return to work if the Board can find a suitable replacement;

- (e) she is laid off for a period longer than twenty-four months.
- (f) after twelve (12) months of layoff she accepts a severance package.

Following a twenty-four month lay-off period where the Board is unable to provide work for a displaced person with five (5) or more years of service, severance pay shall be paid on the basis on one (1) weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Board.

## Section B - Transfers

### 12.05 Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. An employee transferred out of the unit shall retain her seniority for up to sixty (60) shifts.

If the employee returns to the bargaining unit within the sixty (60) shifts, she shall move back into the position she held prior to leaving the unit. Other employees affected shall also bump back into their original positions.

### 12.06 Successor Status

In the event that the Board shall merge, amalgamate, or combine any of its operations or functions with another School District, the Board agrees to the retention of seniority rights for all employees with the new District following consultations between the Union and the Board.

### 12.07 Temporary Transfers

Employees may be transferred from one school to another, if such a transfer is considered expedient by the Board in order to expedite the over-all cleaning, maintenance or heating work in the School District for a period not in excess of sixty (60) days, and after consultation with the Union, and, if the transfer is to be of a permanent nature, subject to the provisions of Article 12 – Seniority and Transfers of this Agreement. If an employee transferred on a temporary basis, sixty (60) working days or less, is required to travel out of the zone in which she normally works to effect such temporary transfer, the Board agrees

to provide transportation for the employee from one zone to the other for the duration of the temporary transfer, or in lieu of providing such transportation, the Board shall pay such employee required to use their own means of transportation on the mileage rate set out in Board Policy.

#### 12.08 Transfers

By mutual agreement between the Employer and the Union, an employee may be transferred from one (1) position to another in the same classification within the school district:

- i) In extra-ordinary circumstances where the transfer will be mutually beneficial to the employee and the Employer, and where the transfer will not create a hardship to the Union or other members of the bargaining unit.
- ii) In cases where there is a duty to accommodate or findings of workplace harassment or bullying.

Such agreements shall be in writing, and may include arrangements to minimize any hardship to the affected employee.

## **ARTICLE 13 – LAYOFFS, BUMPING PROCEDURES AND RECALL**

### Section 1 - Lay-off

#### 13.01 Lay-off Procedures

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees, with the exception of Education Assistants, shall be laid off in reverse order to the bargaining-classification-wide seniority provided they are qualified and certified to do the work as described in Board Policy prior to working in the new assignment.
- (b) In the event of a layoff of Education Assistant within a school, the reduction shall be of the least senior employee.

#### 13.02 Union Seniority

In order that the operations of the Union shall not become disorganized when lay-offs are made, members of the Local Executive Board and up to three (3) Stewards shall be the last persons laid off during the term of office, subject to job requirements. This does not preclude a member of Local Executive Board from being bumped by a more senior employee.

13.03 The Board shall discuss with the Union any proposed lay-off prior to notifying the affected employee or employees.

13.04 Should the Board require forced layoff of employees, the Board agrees to discuss with the Union when these layoffs should occur.

13.05 The parties agree that temporary employees shall be laid off before regular employees.

13.06 The Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of the lay-off. If the employee has not had the opportunity to work the days as provided in the Article, she shall be paid for the days for which work was not made available.

13.07 Should the Board require a reduction of hours in a specific job that would result in a twelve percent (12%) or more reduction in hours from January 1, 1997, the incumbent employee has the following options:

- a) accept the reduction and remain in the position.
- b) have the right to exercise her seniority to bump as per Clauses 13.10 and 13.11.

13.08 An employee accepting layoff rather than exercising any bumping rights shall be placed, at her request, at the top of the call-out list before temporary or casual employees and in order of seniority.

13.09 Premiums

The Board agrees to pay its portion of premiums for all employee benefit plans for employees laid off for a period of less than four (4) calendar months. In the event of a longer layoff, employees so affected shall have the right to continue receiving coverage through direct payments where allowable.

13.10 Annual Seasonal Layoff

Except as described in 13.09 above, this Article shall not apply to the annual seasonal layoff of ten (10) month employees. This Clause does not apply if the position in question is reduced in regular hours in accordance with Article 13.07. Employees who are on the annual seasonal layoffs shall be placed, at their request, at the top of the call-out list before temporary or casual employees and in order of seniority.

The Groundsperson position has an annual seasonal layoff that takes place in the winter months.

13.11 Grievances

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

Section 2 - Bumping Procedures

13.12 Subject to Clause 1.07, regular employees, when layoff occurs, shall have the right to bump, bargaining-unit-wide, any one (1) employee with less seniority, providing they can meet the qualifications. Temporary employees, when layoff occurs, shall have the right to bump, bargaining-unit-wide, only temporary employees with less seniority, provided they can meet the qualifications.

13.13 Any bumping rights must be exercised within five (5) working days of receiving notice of lay-off.

Section 3 – Recall Procedures

13.14 Employees shall be recalled in order of seniority provided they can adequately perform the work and are eligible in accordance with the provisions contained in Article 14 - Job Postings.

13.15 New employees shall not be hired until those employee(s) who have been laid off have been given an opportunity of recall.

## Section 4 – Severance Provisions

### 13.16 Severance Pay

Following a twelve (12) month lay-off period where the Board is unable to provide work for a laid-off employee with five (5) or more years of service, severance pay shall be paid on the basis of one (1) weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Board. The laid off employee shall also receive forty percent (40%) of her unused accumulated sick leave as part of the severance package.

13.17 Laid off employees accepting the severance package shall lose all seniority.

## **ARTICLE 14 – JOB POSTINGS**

### Section 1 – Postings

- 14.01 When a vacancy occurs or a new position is created, the Board shall notify the Union and post notice of the position on all bulletin boards for a minimum of seven (7) working days so that all members shall know about a vacancy or new position.
- (a) No outside advertising for any vacancy shall take place until the applications of regular and temporary and casual employees have been fully processed or by mutual agreement. Vacancies if they are to be filled, or new positions, shall be posted within ten (10) days of the vacancy or creation, copies of the posting shall be emailed to regular and temporary employees who are not at work and therefore unable to see the posting. Any regular or temporary employee may elect to receive postings by regular mail upon written request to the Board.
  - (b) Temporary vacancies of thirty (30) shifts or more shall be posted as temporary vacancies. If the temporary vacancy was created by a regular employee being absent due to illness, W.C.B. or leave of absence, the absent employee must give two (2) weeks' notice of her return to work. When postings indicate the end date of the temporary assignment, the two (2) weeks notice will not be required. Vacancies of less than thirty (30) shifts need not be posted and shall be filled in accordance with Appendix "B" Casual Call-Out Procedures.
  - (c) In all cases of regular or temporary postings, regular employees who have the required skills shall be given preference over temporary employees.
  - (d) Employees in temporary positions will be required to complete their temporary position before being eligible for an appointment to a subsequent temporary position unless the subsequent position will be of a higher rate of pay, a longer duration or if the hours in the new position exceed one (1) hour per day of the hours presently being worked. The Employer may require that the temporary employee wait to start the new position until a logical break in the school year provided the employee does not lose pay or hours. It is understood that temporary postings will have a start and end date on the posting. All employees may apply for a regular position at any time.
  - (e) It is agreed that Education Assistants shall remain in the position they hold in September for the duration of the school year. Should an opening occur during the year, the vacancy shall be posted and, at the discretion of the Board, shall be filled on a temporary basis and the successful

applicant placed into the position in the following school year or at a logical break time in the current school year. If the hours in the new position exceed one (1) hour per day of the hours presently being worked the transfer shall only be delayed at the request of the employee otherwise the transfer shall be effective immediately.

14.02 Such notice of postings shall contain the following information:

Nature of position, required qualifications, knowledge, education and skills, shift, and wage rate.

Applications shall be made in writing. Such qualifications shall not be established in an arbitrary or discriminatory manner. Job postings shall include a closing date for the posting.

14.03 The Board agrees that seniority shall govern in all cases for promotion, layoff, permanent reduction in the workforce, and recall as set out in other provisions of this agreement but that seniority shall govern only when the employee(s) are qualified and certified, and/or licensed to perform the job. The Board shall determine qualifications in a fair and equitable manner. Job postings shall contain qualifications and experience as outlined in the position description.

14.04 Employees provided they are qualified, have the ability to perform the job and have bid on the position shall be given preference as follows:

(a) regular employees with seniority (including employees on layoff)

(b) temporary employees with seniority

(c) casual employees who are eligible

14.05 Consideration for postings shall be given to the senior applicant who does not possess the required qualification or certification, but is preparing for qualification or certification prior to the filling of the vacancy. Such employee shall be given a trial period to qualify within four (4) months unless otherwise mutually agreed, and shall revert to her former position if the required qualifications or certifications are not met within such time. This clause shall not apply where certificates are mandatory for initial placement in the vacancy.

14.06 Board will work toward creating positions of not less than four (4) hours or that will enable employees to be eligible for benefits based on the following considerations as part time, regular positions become vacant or new positions created the Union and the Board will meet to determine if that position can be combined with another to provide additional hours.

Union and Board will meet to review the current positions that are less than four (4) hours to determine if any could be combined as they become vacant. Decisions to create positions must consider needs of students and the ability of the District to operate in the most efficient manner.

## Section 2 - Probation/Trial Period

### 14.07 Probation

A newly hired employee shall be on probation for a period of sixty-five (65) shifts worked from the date of hiring. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement unless specified otherwise, after completion of the probationary period, seniority shall be effective from the original date of employment, or as per Clause 1.02.

### 14.08 Trial

An employee who posts into a position in excess of sixty-five (65) days which involves a change in classification shall be placed on trial for a period of sixty-five (65) shifts worked provided the new position involves a change of classification.

In the event the successful applicant proves unsatisfactory in the position, or is unable to perform the duties of the new job classification, she shall be returned to her former position with all rights and benefits.

Employees shall be informed in writing as to why they were unsuccessful in the trial period.

Any other employee transferred because of the rearrangement of positions shall also be returned to their former positions.



## **ARTICLE 15 – GENERAL PROVISIONS**

15.01 In the event of an employee taking a course of instruction, as approved by the Board, in order that the employee shall be better qualified to perform her job, the Board shall, on the employee's successful completion of the course, reimburse the employee in full for all pre-approved costs incurred during the duration of the course. When an exam connected with the course requires the employee to be absent from work for the day then the employee shall be reimbursed for one (1) day.

### 15.02 Familiarization

Wherever possible, employees new to a position shall be given an adequate period of familiarization. In any event, regular or temporary Education Assistants working with Level 1 and Level 2 students shall be given a minimum of one (1) shift with a qualified individual.

Familiarization is defined as a short period of time for an employee to acquaint herself with the particular details and routine of a new position.

15.03 It is the position of the Board and Union that it is beneficial to both parties that professional development shall be encouraged.

### 15.04 Indemnification

- (a) The Employer shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or commissions which occurred during or arose out of the lawful performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.
- (b) Subsection (a) does not apply where
  - (i) 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 wilful misconduct, or:
  - (ii) the cause of action is libel or slander

15.05 Copyright Infringement

In the performance of assigned duties, employees who are required or directed to copy and/or reproduce copyright material shall be indemnified by the Board for any copyright infringement. If an employee suspects a copyright will be infringed upon they shall advise the person directing them to do the work.

15.06 Cross training

This concept is something the Board and CUPE can work towards over the duration of the contract.

15.07 The Union agrees that the Board will draw up job descriptions for all positions and classifications for which the Union is the bargaining agent.

The descriptions shall become the recognized job descriptions when signed by both the Union and Board. Any position description not agreed to by the committee shall be referred to the Joint Job Evaluation Committee for resolution. It is understood that position descriptions can be reviewed and revised as required and in any event shall be reviewed annually by the Joint Job Evaluation Committee.

15.08 All tools required by individuals shall be supplied by the employer for use on the job only.

15.09 The Board agrees in accordance with the Regulations of the Apprenticeship Branch to implement, where possible, an apprenticeship program in the District.

15.10 Clothing Allowance:

All bus drivers and maintenance employees upon becoming regular employees shall be provided with coveralls.

Where required, clerical employees shall be provided with smocks or other protective clothing.

Coveralls, wherever needed, shall be made available in all areas.

By mutual agreement, the type of material may be varied to suit particular circumstances.

The Board shall pay for the cleaning of coveralls once a week.

## **ARTICLE 16 – DISCIPLINE, DISMISSAL AND RESIGNATIONS**

- 16.01 Employees who are dismissed for just cause shall not be entitled to two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.
- 16.02 Except in the case of dismissal for just cause, employees who have completed their probationary period shall be given fourteen (14) calendar days notice of termination of employment or two (2) weeks pay in lieu thereof.
- 16.03 An employee voluntarily leaving the service of the Board shall be required to give the Secretary-Treasurer fourteen (14) calendar days notice in writing of termination of employment.
- 16.04 Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring her work up to a required standard by a given date, the Board shall forthwith give written particulars of such censure to the Secretary of the Union. The employee shall be accompanied by the Shop Steward.

## **ARTICLE 17 – SAFETY**

- 17.01 The Board and Union shall cooperate in continuing and perfecting safety measures now in effect.
- 17.02 A District Occupational Health and Safety Committee shall be established and be comprised of two (2) representatives appointed by the Board and two (2) representatives of the Union.
- 17.03 The District Occupational Health and Safety Committee shall hold meetings as requested by the Union or by the Board and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- 17.04 Site-based District Occupational Health and Safety Committees shall be established as required by WorkSafe BC regulations.
- 17.05 Minutes of all safety committee meetings shall be kept and copies of such Minutes shall be sent to the Board and the Executive of the Union.
- 17.06 All employees working in any dangerous capacity shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.
- 17.07 Time spent by employees in performance of their duties as members of the district safety committee shall be considered as time worked, and payment shall be on the basis of straight time only.
- 17.08 Both the Union and the Board recognize Article 8.24 of the Workers' Compensation Regulations and endorse the intent of this Article.
- 17.09 Safety Training
- Time spent on Health and Safety courses approved by the Secretary-Treasurer shall be considered as time worked and payment shall be on the basis of straight time to a maximum of eight (8) hours per day.
- 17.10 The district safety committee is also charged with reviewing the impact of serious communicable diseases and what assistance the Board may provide to protect employees in their specific environment.
- 17.11 Any employee required by WorkSafe BC to wear CSA approved safety-toed boots shall be reimbursed by the Board to a maximum of two hundred (\$200.00) dollars every two (2) years upon receipt of proof of purchase.

## **ARTICLE 18 – CUPE-BOARD LIAISON COMMITTEE**

- 18.01 A CUPE-Board Liaison Committee shall be established and comprised of representation of the Board and up to four (4) members of the Union.
- 18.02 The CUPE-Board Liaison Committee's objectives shall be to discuss and attempt to settle all disagreements that may arise out of this Agreement, excepting the cases where grievance procedures have been instituted and to settle any interpretation of differences that may arise. Any matter felt to be of mutual concern may be discussed with a view to attaining amicable settlement by both parties.
- 18.03 Meetings may be called by either party to be held at a time and place mutually agreed upon. Jointly approved minutes will be taken at the meetings, copies of which will be provided to the Board and the Union.

Employees shall not suffer a loss of pay for attendance at such meetings and a maximum of twelve (12) hours per year shall be available for allocation to employees who attend on their own time.

Mileage at the Board rate shall also apply.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

19.01 Should a dispute arise between the Board and the Union and any employee or employees regarding the interpretation of or violation of the Agreement, an earnest effort shall be made to settle the dispute in the following manner:

### Stage 1

Within forty (40) calendar days after the occurrence of the act or decision giving rise to the dispute the employee or employees concerned, in person, with a Union representative, shall first seek to settle the dispute with the appropriate Supervisor.

### Stage 2

Failing a satisfactory settlement within forty-eight (48) working hours after the dispute was submitted under Stage 1, the employee or employees concerned, with a Union representative, may submit the dispute, which shall be stated in writing, to a Director of the Board.

### Stage 3

Failing a satisfactory settlement within seventy-two (72) hours after a grievance has been submitted under Stage 2, the dispute may be submitted to a Board Committee which shall include the Secretary-Treasurer which shall meet with the Union's representative within seven (7) days of being requested to so meet.

### Stage 4

Failing a satisfactory settlement within five (5) working days after the dispute was submitted under Stage 3, the Union may, on giving five (5) days notice in writing to the Board of their intention, refer the dispute to Arbitration.

19.02 Saturdays, Sundays and Statutory Holidays shall not be counted in determining the time within which any action must be taken under Stage 1. It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error.

19.03 The Board shall have the right to submit in writing any dispute regarding the interpretation of or violation of this Agreement to the Executive of the Union. Failing a satisfactory settlement within eight (8) days of the submission, the Board may, upon giving five (5) days notice in writing to the Union of their intention, refer the dispute to Arbitration.

19.04 All grievances beyond Stage 1 shall be submitted and answered in writing.

19.05 Policy grievances shall be initiated at Stage 2 of this procedure.

## **ARTICLE 20 – ARBITRATION**

- 20.01 The parties agree to apply the arbitration provisions of the Labour Relations Code of British Columbia.
- 20.02 Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator agreed to by the parties shall at the request of the parties:
- i) investigate the difference;
  - ii) define the issues in the differences,
  - iii) endeavor to assist the Parties in settling the differences, and if required,
  - iv) make written binding decision to resolve the difference.
- 20.03 An arbitrator named by mutual agreement in accordance with this clause shall be governed by the provisions of this Agreement and shall not have the right to add to, delete from, to change, or make any decision inconsistent with the provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties.
- 20.04 Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 18 – Grievance Procedure and Article 19 – Arbitration as the only means of resolving any differences which may arise during the term of this Agreement. All employees except those discharged or suspended shall continue to work as usual without curtailment or restriction of normal production, and the company shall not lock out the employees.
- 20.05 Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case. Arbitrators expenses shall be shared equally.
- 20.06 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangement shall be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

20.07 The procedure for settling disputes as set out in this Article shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to by-pass Stages 1 and 2 of Clause .01 of Article 18 – Grievance Procedure. The time limitations set out in this Article may be extended by mutual agreement of the parties.



## **ARTICLE 21 – HARASSMENT AND DISCRIMINATION**

21.01 The Union and the Board recognize the right of employees to work in an environment free from harassment. Therefore, the Union and the Board agree to co-operate in resolving any complaints of harassment which may arise in the work place.

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.

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation.

21.02 An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause shall be handled with all possible confidentiality and dispatch.

21.03 The Board, Union and employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or marital status, nor by reason of her membership in a Labour Union, and the employees shall at all times and in like manner act in good faith toward the Board.

## **ARTICLE 22 – TEMPORARY EMPLOYEE EMPLOYMENT RIGHTS**

- 22.01 Temporary employees shall not be employed on a continuous basis for more than six (6) months unless mutually agreed between the Board and the Union.
- 22.02 Seniority for temporary employees shall commence on the first day of work in the sixty (60) shift qualifying period. Once an employee becomes temporary she shall be shown as such on the seniority list.
- 22.03 Temporary employees shall receive thirteen point four percent (13.4%) of gross pay to compensate for statutory holidays, vacations, benefits, and paid leave of absences. Temporary employees holding a one (1) year temporary posted position shall at their discretion, receive regular holidays and benefits or thirteen point four percent (13.4%) of gross pay. For ten (10) month employees a one (1) year posted position is a position starting on or before September 30<sup>th</sup>.
- 22.04 Temporary employees who gain their temporary status through the accumulation of time between several classifications shall maintain their temporary status in whichever one (1) classification mutually agreeable between the employee, the Union and the Board. Their status in the remaining classifications shall continue to be recognized as casual experience.
- 22.05 Temporary employees who become regular employees without a break in their employment shall have their vacation entitlement begin on the first day of the uninterrupted portion of their employment. Vacation entitlement days shall begin to be calculated on their first day as a regular employee and shall be shown on the regular employee's payslip.
- 22.06 When a regular posted position of five (5) continuous hours or more, is not filled by a regular employee, then, the senior qualified temporary employee shall be offered the position. Rejection of a position that involves travel in excess of one hundred (100) km round trip shall be treated as good and sufficient cause by both parties, and shall not result in loss of seniority for the affected employee or employees.

## **ARTICLE 23 – CASUAL EMPLOYEE EMPLOYMENT RIGHTS**

- 23.01 Casual employees shall receive thirteen point four percent (13.4%) of gross pay to compensate for statutory holidays, vacations and benefits.
- 23.02 Casual employees shall earn seniority as per Clause 12.01. Casual employees will not receive sick leave credits.
- 23.03 Casual employees shall be employed by the Board in accordance with Appendix "B" – Casual Call-Out Procedures.

## **ARTICLE 24 – PERSONNEL FILES**

24.01 Records that have been listed for over an eighteen (18) month period shall be withdrawn providing there has not been a continuation of an offence. Only those records of more than eighteen (18) months shall be deleted.

## **ARTICLE 25 – DUAL ROLES / TWO POSTED POSITIONS**

### 25.01 Dual Roles

A dual role position involves work from two (2) classifications being posted on one (1) job posting. In all dual role positions, the highest rate of pay shall prevail.

Where it has been deemed appropriate, the Union and the Board may, by written agreement, agree that the individual positions will be paid at separate rates of pay for the hours worked in a dual role position. Agreement will be renewed whenever the dual role position is vacated and re-posted as a regular posting.

Dual role positions shall not be spread over more than an eight (8) hours work in ten (10) hours.

### 25.02 Two Posted Positions

1. An employee holding two (2) part-time posted positions shall receive the separate rates of pay.
2. An employee holding two (2) posted positions shall not exceed eight (8) hours work within a twelve (12) hour period.
3. In the event of a reduction in hours of at least twelve percent (12%) or elimination of a position the employee shall be allowed to bump.

25.03 It is hereby agreed between the two parties that the regular work week for employees holding two (2) or more separate posted positions shall be up to forty (40) hours per week.

**ARTICLE 26 – TERM OF AGREEMENT**

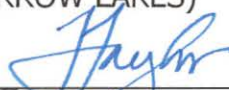
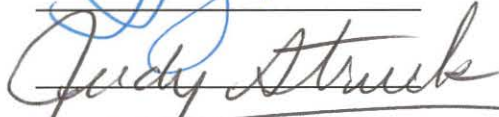


- 26.01 This Agreement shall remain in effect commencing July 1, 2014 through the period ending June 30, 2019.
- 26.02 Either party, may within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to the Agreement to commence collective bargaining.
- 26.03 Where notice to amend the agreement is given, the provisions of this Agreement, shall continue in force until a new agreement is signed.
- 26.04 An employee who has severed her employment between the expiration of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages or other prerequisites.
- 26.05 Any changes deemed necessary to this Agreement shall be made by mutual agreement at any time during the existence of this Agreement.

IN WITNESS THEREOF the parties have executed this Agreement under Seal.

SIGNED ON BEHALF OF:

BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10  
(ARROW LAKES)

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2450

  
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Date:

**SCHEDULE A**

CLASSIFICATION	CURRENT	July 1 2015 1.0%	May 1 2016 0%*	July 1 2016 0.5%	May 1 2017 1.0% *	July 1 2017 0.5%	May 1 2018 1.0%*	June 1 2018 0.5%	May 1 2019 1.0%*
Custodian	\$ 21.49	\$ 21.70	\$ 21.70	\$ 21.81	\$ 22.03	\$ 22.14	\$ 22.36	\$ 22.47	\$ 22.70
General Maintenance	\$ 21.64	\$ 21.86	\$ 21.86	\$ 21.97	\$ 22.19	\$ 22.30	\$ 22.52	\$ 22.63	\$ 22.86
Library Clerk	\$ 22.42	\$ 22.64	\$ 22.64	\$ 22.76	\$ 22.98	\$ 23.10	\$ 23.33	\$ 23.45	\$ 23.68
Groundsperson	\$ 22.96	\$ 23.19	\$ 23.19	\$ 23.31	\$ 23.54	\$ 23.66	\$ 23.89	\$ 24.01	\$ 24.25
Repairperson 1st Class	\$ 22.96	\$ 23.19	\$ 23.19	\$ 23.31	\$ 23.54	\$ 23.66	\$ 23.89	\$ 24.01	\$ 24.25
General Maintenance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Education Assistant	\$ 23.37	\$ 23.60	\$ 23.60	\$ 23.72	\$ 23.96	\$ 24.08	\$ 24.32	\$ 24.44	\$ 24.69
Strong Start Co-ordinator	\$ 23.37	\$ 23.60	\$ 23.60	\$ 23.72	\$ 23.96	\$ 24.08	\$ 24.32	\$ 24.44	\$ 24.69
Tradesperson 1st Class	\$ 24.04	\$ 24.28	\$ 24.28	\$ 24.40	\$ 24.65	\$ 24.77	\$ 25.02	\$ 25.14	\$ 25.39
Bus Driver	\$ 24.37	\$ 24.61	\$ 24.61	\$ 24.74	\$ 24.98	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74
School Secretary	\$ 24.37	\$ 24.61	\$ 24.61	\$ 24.74	\$ 24.98	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74
Program Assistant	\$ 24.37	\$ 24.61	\$ 24.61	\$ 24.74	\$ 24.98	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74
Maintenance	\$ 24.37	\$ 24.61	\$ 24.61	\$ 24.74	\$ 24.98	\$ 25.11	\$ 25.36	\$ 25.49	\$ 25.74
Educational Interpreter	\$ 26.67	\$ 26.94	\$ 26.94	\$ 27.07	\$ 27.34	\$ 27.48	\$ 27.75	\$ 27.89	\$ 28.17
Journeyman	\$ 31.25	\$ 31.56	\$ 31.56	\$ 31.72	\$ 32.04	\$ 32.20	\$ 32.52	\$ 32.68	\$ 33.01
Tradesperson	\$ 31.25	\$ 31.56	\$ 31.56	\$ 31.72	\$ 32.04	\$ 32.20	\$ 32.52	\$ 32.68	\$ 33.01
Mechanic	\$ 31.25	\$ 31.56	\$ 31.56	\$ 31.72	\$ 32.04	\$ 32.20	\$ 32.52	\$ 32.68	\$ 33.01
Lead and (10%higher) See (6) on Notes on Schedule A for Lead Hand									

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

## NOTES ON SCHEDULE A

- (1) Custodian in charge of a one-person school shall receive a twenty-one (\$0.21) per hour in addition to her regular rate of pay.
- (2) Chief Custodian in charge of one or more custodians in a school shall receive twenty-one cents (\$0.21) per hour and nine cents (\$0.09) per hour for each custodian under her charge in addition to her regular rate of pay.
- (3) A Chief Custodian shall only be designated by the Secretary-Treasurer.
- (4) Shift Premiums:

Afternoon Shift	\$0.35
Night Shift	\$0.50
- (5) There shall be a spray painting differential for all spray painting done of fifty (\$0.50) cents per hour.
- (6) Rates of Leadhand

A Leadhand shall receive not less than ten percent (10%) above the highest rated classification under her supervision. A Leadhand shall be designated by the Secretary-Treasurer. However, an employee shall not be considered as being responsible for employees working with her unless she is designated as the Leadhand.

- (7) The Memorandum of Agreement RE: Pay Equity signed April 23, 1999 is meant to ensure that identified inequities in pay between male and female dominated jobs will not be increased. Therefore, the Board and the Union agree to apply general wage increases in such a way that gender equity is maintained.
- (8) Four Hour Minimum Workday
  - 8.1 The Employer is committed to providing a minimum of four hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
  - 8.2 Exemption from the four hour minimum:
    - a) Student/noon hour Supervisors
    - b) Crossing Guards
    - c) Strong Start Coordinator
    - d) Small schools with fewer than 75 students on September 30<sup>th</sup> in which case a two hour minimum will apply
    - e) Other positions by mutual agreement



- 8.3 The four hours shall be consecutive but may exclude a lunch period not to exceed one hour. Bus Drivers are exempt from the requirement for consecutive hours.
- 8.4 Where posting of additional hours is required, additional hours of less than four hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.

(9) Volunteers

No bargaining unit member shall be laid off, replaced or have their regular hours reduced or suffer loss of pay as a result of work performed by volunteers. Volunteers shall be supplementary to the employees in the bargaining unit.

## **SCHEDULE B**

Summary of Job Classifications: (for complete job descriptions see Board Policy 4530)

### School Secretary

An employee in this classification is responsible for ensuring the organization and responsibilities of operations within the school office and performing a variety of secretarial and bookkeeping tasks on a computerized system as well as other duties for the administration and teaching staff.

### Bus Driver

An employee in this classification is responsible for operating a school bus ensuring that the vehicle is in safe condition and in accordance with all the requirements of the Motor Vehicle Act and with Board Policy.

### Custodian

An employee in this classification is responsible for ensuring that the district facilities are maintained with regard to cleanliness, sanitation, safety and security by performing cleaning and minor tasks.

### Education Assistant

An employee in this classification is responsible for providing a broad range of support services to students with special educational needs either in groups or individually.

### Mechanic

An employee in this classification is responsible for the repair and maintenance of vehicles and equipment.

### Groundskeeper

An employee in this classification is responsible for ensuring the District grounds and grounds equipment are maintained with regard to safety, serviceability, cleanliness and appearance by performing skilled grounds maintenance tasks.

### Journeyperson Tradesperson

An employee in this classification is responsible for the construction, repairs and upgrade work in schools and school district buildings, and for the construction and repair of furniture and structural equipment.

### Library Clerk

An employee in this classification is responsible for processing and circulating resources, maintaining inventory, performing clerical duties including using a manual or computerized system and monitoring students.

### Strong Start Coordinator

The Strong Start Coordinator holds and ECE certification and is responsible for creating, planning, implementing and budgeting for family participation in early learning programs.

### Program Assistant

An employee in this classification is responsible for assisting students enrolled in courses and/or education programs within the district and performing clerical duties related to the programs/courses.

### Educational Interpreter

An employee in this classification supports Deaf and Hard of Hearing student(s) in accessing a variety of school learning environments, in participating in conversations and discussions, and in tutoring.

**SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

**APPENDIX "A"**

**NON-REGULAR BUS TRIPS**

1. All trips beyond regular day-to-day bus runs shall fall under this Appendix.
2. Trips to be assigned within the area of origin (Southern Zone, Central Zone, or Eastern Zone) according to the following priority basis:
  - i) regular bus drivers according to seniority
  - ii) temporary bus drivers according to seniority
  - iii) casual bus drivers as per the casual call-out procedures.

3. For bus drivers on these trips, remuneration shall be calculated in the following manner:

**A. Day Trips**

- i) The first eight (8) hours of the trip shall be paid at straight time and thereafter at time and a half. Drivers shall be paid a minimum two (2) hours at straight time.

**B. Extended Trips**

- i) On the departure and return days of an extended trip the driver shall be paid at straight time for the first eight (8) hours of actual driving and/or waiting time and thereafter at time and a half.
- ii) On the remaining days of an extended trip the driver shall be paid the greater of  
  
a minimum of four (4) hours per day at straight time if the driver is not required, or  
  
the first eight (8) hours of actual driving and/or waiting time at straight time and time and a half thereafter.
- iii) Drivers shall make their own arrangements for accommodations which shall be paid by the Board when receipts are provided.

4. Time calculation for the purpose of calculating wages shall be from the point of departure of the bus to the point of return of the bus.

5. Drivers shall receive for trips either outside of regular school hours or outside of the school district, after the completion of every four (4) hour period a meal allowance as per Article 7.05.

Breakfast Allowance shall be paid from 24:00 to 12:00

Lunch Allowance shall be paid from 12:01 to 18:00

Supper Allowance shall be paid from 18:01 to 23:59

6. Only qualified bus drivers holding a Class II drivers' license complete with valid air ticket and are members of the Union shall operate the Mini-bus for school-based trips.

## **SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

### **APPENDIX "B"**

#### **CASUAL CALL-OUT PROCEDURES**

It is hereby agreed between the two parties that this Letter of Intent will be in effect on the signing of this letter and will carry on upon the signing of a new Collective Agreement. Both parties agreed to the casual call-out procedures as follows:

1. Call-out list is established every September from the casual list in place; providing that employees have confirmed in writing their status by August 31<sup>st</sup>, upon submitting a Casual Call-Out Registration form ([www.sd10.bc.ca](http://www.sd10.bc.ca)).
2. A Summer Call-out List is established every July from ten (10) month employees, providing that employees have confirmed in writing their status by June 15<sup>th</sup> upon submitting a Casual Call-Out Registration form ([www.sd10.bc.ca](http://www.sd10.bc.ca)).
3. Regular employees on layoff and/or working less than full-time hours shall at their written request be placed first on the call-out list, then temporary employees, and then casual employees.
4. After checking the availability on the common employee management system management shall call at the listed number or at the School District worksite in priority order the employees placed on the casual call-out list.
5. Upon reaching thirty (30) shifts the casual shall become the No. 1 casual, then second the No. 2 casual, etc. Thereafter the No. 1 casual shall be called before the No. 2 casual and the No. 2 casual shall be called before the No. 3 casual, etc. (Call-out according to classification and geographical zone(s))
6. It is understood that once a call is made to the employee and that employee does not answer the phone or is not willing to take the job assignment, management shall call the next employee. After the first cycle a message will be left and the assignment will be offered to the first returned call.
7. An employee refusing to take on a work assignment without good sufficient cause:
  - a) on three (3) consecutive occasions, or
  - b) five (5) calls within a school year,

will be removed from the list in that particular geographical zone. It is therefore in the best interest of the employee to make herself available for work. If an employee is not available for a period, she is required to inform the district to book out and remove herself from the list for the timeframe she is not available. Employees shall still be contacted for periods they are available.

8. Management shall keep a record of the date and time of each call.
9. It is understood that based on availability a job assignment must be offered and accepted in its entirety (i.e. three (3) days, must be able to work all three (3) days). Leaves will be filled as they arrive and if two (2) or more positions are available at any time, the most senior employee on the list will be given the choice of positions.

If the leave request is less than five (5) days then it shall be filled the next day between the call out hours. If two (2) or more positions are available at any time, the most senior employee on the list will be given the choice of positions.

10. Positions that are known to be or anticipated to be thirty (30) shifts or more will be posted as required by the Collective Agreement.

If the vacancy is known to be beyond five (5) shifts or extends beyond five (5) shifts, a new call-out will be initiated and it will be filled in order of seniority from the call-out list. Once an employee starts a position they must remain in that position until the return of the incumbent or the position is posted.

11. Should there be an occasion where a regular employee has had a request for leave approved for a specific day or days; and prior to the leave (forty-eight (48) hours or more), the regular employee has cause to be away from work for all days proceeding the initial leave request for an unspecific period of time, due to illness or injury, then the initial leave request will be cancelled and a new call-out will be made for the entire period.
12. Employees are entitled to overtime at the rate of time and one-half upon completion of the called-out shift. This does not preclude the Board from offering the casual an extension of hours to the called-out shift up to full time at straight time rate of pay. Any time over eight (8) hours of work shall be considered overtime and paid at time and one half.
13. For most situations call-outs will occur from 7:30 am to 9:30 am except in urgent and emergent situations.
14. This procedure may only be amended through mutual agreement in writing and documented in a Letter of Understanding.

**LETTER OF INTENT NO. 1**

**BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2450**

**RE: Public Education Benefits Trust (PEBT)**

- a. Benefits Trust  
The Board agrees to enter into the PEBT provided there is no additional cost or liability to the Board Of Education of School District No 10 (Arrow Lakes)
- b. It is agreed that the Union will receive no less coverage of benefits than they currently enjoy, and;
- c. Benefits  
Agree that Union can use portion of compensation package to improve benefit coverage provided Board confirms that there is no additional cost or liability to the District from the changes in benefit coverage.
- d. LTD  
Upon the start up of the Long Term Disability Plan arising out the Public Sector Accord (K-12), current funding for the existing Long Term Disability Plan will revert back to the Union. The Union and the Employer will meet as soon as is practicable to finalize the redistribution.
- e. Pension  
The Board will approve requests for recognition of past service, permitting and making appropriate salary deductions and remittances to allow employees to purchase contributory time with the following provisions:
  - the entire cost (including the Board's share) of purchasing past service be borne by the employee;
  - the past service requested be approved by the Pension Commission;
  - employees may request the Board to have the payment for past service deducted from their pay cheque with the understanding that all payments must be made within the fiscal year (July 1 – June 30) application is made.


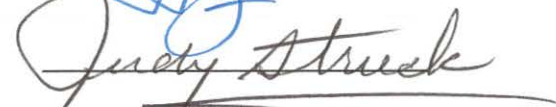



The Board Of Education of School District No. 10 (Arrow Lakes) and Local 2450 of the Canadian Union of Public Employees will undertake a joint request to the Municipal Pension Board and the BC Pension Corporation to change the rule/regulations to allow a full credit of twelve (12) months service for ten (10) month employees within the K-12 sector.

SIGNED ON BEHALF OF:

BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10  
(ARROW LAKES)

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2450

  
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Date:

**LETTER OF INTENT NO. 2**

**BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2450**

**RE: Qualifications in Job Descriptions**

Whereas both parties recognize that some form of qualifications need to be attached to all job descriptions, it is also recognized that the current job descriptions may not accurately reflect these qualifications. Therefore, the Joint Job Evaluation Committee referred to in Article 6 will be activated and will complete the task of revising and evaluating the job descriptions to reflect the current requirements (pursuant to Article 6.12).

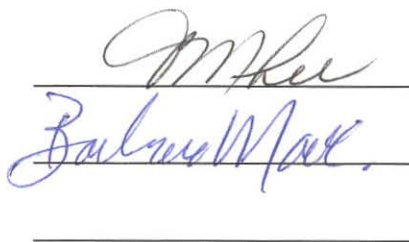
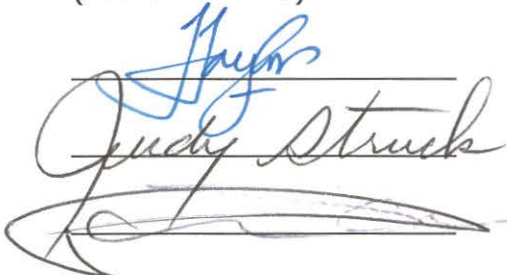
Once this task is complete the qualifications in the job descriptions will be reflected in postings and will be recognized when employees enter either the bumping or posting process.

The work of this committee is to be completed by April 30, 2014.

SIGNED ON BEHALF OF:

BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10  
(ARROW LAKES)

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2450



Date:

**LETTER OF INTENT NO. 3**

**BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2450**

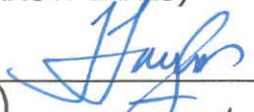
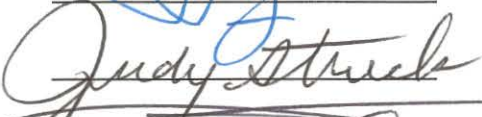

**RE: Provincial Letter of Understanding**

It is hereby agreed between the two parties, that the Letter of Understanding between BCPSEA/School Districts/K-12 Support Staff Unions achieved May 22, 2006 (attached) constitutes a part of this agreement.

SIGNED ON BEHALF OF:

BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10  
(ARROW LAKES)

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2450

  
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Date:

**LETTER OF INTENT NO. 4**

**BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2450**

**RE: Strong Start Coordinator**

1. With the inclusion of the current and future Strong Start Coordinator positions under the Collective Agreement, the Employer has set the qualifications, skills, attributes and abilities in the attached Schedule 1. The Union acknowledges the Employer's right to set the qualifications, skills, attributes and abilities and agrees that the qualifications established in Schedule 1 are fair and equitable and will apply to Article 13 (layoff, bumping and recall) and Article 14 (job postings). It is understood that any future variation of the qualifications, skills, attributes and abilities by the Employer will be subject to challenge if the Union does not believe the variation is a proper exercise of management and contractual rights under the Collective Agreement.

2. In recognition of the character of the Strong Start Coordinator Program, the Union and Employer have agreed to amend Article 13.11 by adding a third sentence to the existing wording to read as follows:

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

3. In recognition of the character of the Strong Start Program, the Union and Employer have agreed to amend Article 13.13 by adding a second sentence to the existing wording to read as follows:

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

4. The times of the year at which the Strong Start Program will be offered and whether it will always be tied to the school calendar are uncertain. It is agreed that as a ten-month program, the annual vacation for the Strong Start Coordinator will be scheduled so there is no interruption with the delivery of the

program.

5. The daily operation of the Strong Start Program does not mirror K-12 education programs of the school day. The Union and Employer have agreed to recognize this in the application and administration of Item 11 of "Notes to Schedule "A", of the Collective Agreement. The Parties agree to amend 11.2 in Item 11 of "Notes to Schedule "A" by adding strong start positions to the list of positions exempted by the 4 four minimum in 11.2 as follows:

*11.2 Exemptions from the four (4) hour minimum:*

- a) *Student/noon hour supervisors*
- b) *Crossing guards*
- c) *Strong Start Coordinators*
- d) *Small schools with fewer than seventy-five (75) students on September 30 in which case a two hour minimum will apply*
- e) *Contract Person*
- f) *Other positions by mutual agreement*

## Schedule 1

Strong Start Coordinator:

Article 14 – Required Qualifications, Skills, Attributes and Abilities

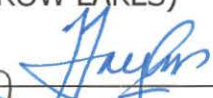

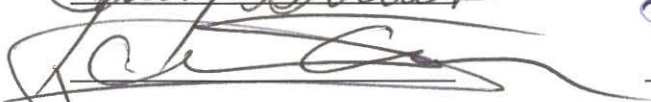
Without limiting management's right to establish or vary the qualifications, skills, attributes and abilities required for the Strong Start Coordinator positions under Articles 13 & 14, the required qualifications, skills, attributes and abilities that must be demonstrated for the position of Strong Start Coordinator include:

1. A certificate, preferably a Diploma, in Early Childhood Education, as well as, a certificate in either Mary Gordon's Parent and Family Literacy Centre training of Foundations in Family Literacy certificate;
2. A Community Care Facilities Branch B.C. License to practice;
3. A valid Child Safe First Aid Certificate;
4. A clear Criminal Record Review, completed prior to hiring;
5. Experience in creating, planning, implementing and budgeting for a parent participation early learning program;
6. Strong verbal and written communication skills and interpersonal skills;
7. Good organizational and planning skills;
8. An understanding of, and a commitment to, quality early learning;
9. Ability to work effectively with a variety of parents, children, volunteers, professionals and community members;
10. Knowledge of child development, family dynamics, community resources and early learning;
11. A class 5 driver's license and access to own vehicle;
12. Such other qualifications, skills, abilities as may be required to meet Ministry requirements or terms of the Ministry Strong Start contract.

SIGNED ON BEHALF OF:

BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10  
(ARROW LAKES)

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2450

  
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\_\_\_\_\_

Date:

**LETTER OF INTENT NO. 5**  
**Between**  
**BC Public School Employers' Association**  
**And**  
**School Boards who are Signatories to this LOU**  
**And**  
**Support Staff Unions who are Signatories to this LOU**

**RE: Provincial Letter of Understanding 2010 - 2012**

The following items will form the basis of a framework for settlement between Support Staff Unions and Boards of Education in the K-12 Public Education Sector. This framework in its entirety will be incorporated into memorandum of agreement achieved between Support Staff Unions and Boards of Education no later than February 29, 2012.

**Term**

July 1, 2010 to June 30, 2012

**Wage Re-opener**

This memorandum of agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current round of collective bargaining.

The employer agrees that in the event that Government decides to modify the PSEC Mandate, as it applies to the entire Public Service and Public Sector, during the term of the collective agreement, the school district and the local support staff union will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

**The Support Staff Education and Adjustment Committee**

1. The parties agree to continue and expand the scope of the Support Staff Education and Adjustment Committee (SSEAC) to include the following.

- a. an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services
- b. a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- c. a study of the potential for regionalization of wages and benefits
- d. an investigation of benefit standardization for the purpose of additional efficiencies during the life of the collective agreement
- e. recommendations to address issues associated with hours of work and service delivery
- f. a review of practices in districts having modified school calendars and the resulting impact on support staff
- g. skills enhancement for support staff

There will be a total of \$550,000 allocated for the purposes set out above. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

2. The funds stipulated in Item 1 of the LOA – Class Organization Fund will be allocated in accordance with the following principles:

- a) The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
- b) This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than 10 hours per week and less than 35 hours per week.
- c) Support staff local unions and Boards of Education will formulate a plan for the above funds.
- d) SSEAC will review such plans and provide input to the Ministry of Education.

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

The employer will, subject to the availability of the data, provide the following information.



Every October 1<sup>st</sup>, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

- School District employer
- Years of age (at the time of data submission)
- Gender
- Position code
- Current wage level
- Status (Permanent/Temporary/Casual)
- Annual hours of work
- Years of work experience with the current employer

BCPSEA will provide a Letter of Commitment regarding data as found in Attachment 1.

### **PEBT**

The employer agrees to append the letter found in Attachment 2 to support staff collective agreements re: Public Education Benefits Trust for information purposes.

The parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

### **Provincial Bargaining**

At least six (6) months prior to the expiry of collective agreements between K-12 employers and support staff unions, representatives of employers and support staff unions shall meet to discuss the process of provincial bargaining for the next round of collective bargaining.

There will be a total of \$200,000 allocated for the costs associated with provincial discussions related to bargaining.

Dated this 14<sup>th</sup> day of December, 2011.

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

CUPE & Support Staff Unions

BC Public School Employers' Association  
& Boards of Education

Attachment 1



Bill Pegler  
K-12 Coordinator  
Canadian Union of Public Employees (CUPE)

Letter of Commitment

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.

Original signed on December 14, 2011 by:

"Jacquie Griffiths"  
Jacquie Griffiths

Associate Executive Director

BCPSEA

**Memorandum: To All Member School Districts and Support Staff Unions**

Settlors Statement on Accepted Policy and Practices of the PEBT

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K-12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at [www.PEBT.ca](http://www.PEBT.ca)). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.

**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: CLASS ORGANIZATION FUND: Support Staff Priorities**

WHEREAS:

The Ministry intends to establish and maintain 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 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 will be allocated as follows:
  - \$7.5 million for year one, for the school year commencing September, 2012, and
  - \$7.5 million per year for each year thereafter.
2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
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. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14, 2011 by:

"Hugh Finlayson"  
BCPSEA

"Terry Allen"  
Support Staff Unions

"Rick Davis"  
Ministry of Education

Appendix "C"

**Local Memorandum of Agreement**

The parties agree to the following changes to the July 1, 2006 – June 30, 2010 local Collective Agreement between the Board of Education for School District No. 10 (Arrow Lakes) & CUPE Local 2450.

Each signed off item is attached for reference.

Article                      Item

Agreed January \_\_\_\_\_, 2012.

CUPE Local 2450

Board of Education for School District  
No.10 (Arrow Lakes)

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**LETTER OF INTENT NO. 6**

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

**between**

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

**and**

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

**RE: Provincial Letter of Understanding 2012 - 2014**

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions 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 Dec. 20, 2013.

**1. Term**

July 1, 2012 to June 30, 2014.

**2. Wage Increases**

Wages will increase by 3.5%. Increases will be effective on the following dates:

- July 1, 2013 – 1.0%
- February 1, 2014 – 2.0%
- May 1, 2014 – 0.5%

**3. 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

#### **4. Recognition & Respect for Education Assistants**

- a) The Parties agree to establish a 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 implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee will convene its initial meeting within six weeks of the ratification of support staff collective agreements.
- d) The Parties agree the Committee will be resourced with a fixed budget drawn from SSEAC funds to accomplish its work.
- e) The Parties agree that the Committee will complete its work in time to report back to the Parties for the next round of support staff bargaining.

Items previously agreed to (see attached):

Agreed Understanding of the term Education Assistant

Letter to the Ministry of Education requesting term Education Assistant be made applicable to legislation and regulations.

#### **5. Illness and Injury Leave, Costs and Replacement Policies**

Eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

The provincial and local parties agree to investigate the use and cost of sick leave and Board staff replacement policies with a view to recommending best practices to the parties and the PEBT.

#### **6. Drug Plan**

- (a) The prescription drug provisions of the PEBT extended health plans will be amended, subject to paragraph (b), to provide coverage in accordance with the BlueRX Formulary and implementation of the BlueNet pay direct card.



(b) Bargaining units with existing drug card coverage and/or those using the PharmaCare formulary are not covered by (a). The provincial parties urge the local parties to seek ways, through local negotiations, to move towards this new provincial standard.

## 7. Letter of Understanding

The parties agree to amend and renew the December 14, 2011 Letter of Understanding, including:

### a. Dedicated Funding

Dedicated funding in the amount \$100,000 to facilitate the next round of provincial bargaining.

### b. PEBT

The Parties agree to include the Settlors Statement on Accepted Policy and Practices of the PEBT as contained in the 2011 Letter of Understanding as an attachment to their local collective agreements.

### c. Demographic, Classification and Wage Information

The undertakings with respect to providing information contained in the 2011 Letter of Understanding are renewed.

## 8. Enabling Shared Services

The Parties and representatives of the Ministry of Education will examine and discuss any impediments arising from, and the options to facilitate, the introduction of shared services.

Signed this 18<sup>th</sup> day of September, 2013.

For BCPSEA

For the Union

*[Original signed by Bargaining Committee]*

*[Original signed by Bargaining Committee]*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Support Staff Provincial Discussion Agreed Upon Language

Add the following letter of understanding to each collective agreement where the parties are signatory to this agreement:

LETTER OF UNDERSTANDING No. \_\_\_\_\_

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.10  
("The Board")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2450  
("The Union")

Re: Agreed Understanding of the Term Education Assistant

For the purposes of this collective agreement, where applicable, the term Education Assistant (EA) has the same meaning as \_\_\_\_\_ (*Position Titles agreed to by the parties to be filled in by the employer and union local*) as found in the 2010-2012 Collective Agreement and is not intended to alter or amend any terms or conditions of employment.

The parties will meet to review existing position titles and develop a schedule of position(s) that require the incorporation of the position title Education Assistant (EA).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

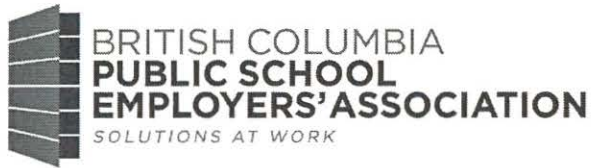
\_\_\_\_\_  
For The Board

\_\_\_\_\_  
For The Union

Signed this 18<sup>th</sup> day of September, 2013

[Original signed by Peter Cameron]  
Peter Cameron  
BCPSEA

[Original signed by Bill Pegler]  
Bill Pegler  
CUPE



September 18, 2013

Claire Avison  
Assistant Deputy Minister, Governance, Legislation and Regulation  
Ministry of Education

Dear Ms. Avison:

As part of the framework discussions between the K-12 Support Staff Unions and BCPSEA, the parties have agreed that it is desirable to facilitate a transition from the term "Teacher's Assistant" to "Education Assistant".

The parties agree that "Education Assistant" more accurately describes the nature of the work in the current context and into the future. We respectfully request that consideration be given to the possibility that a similar change could be made to applicable legislation and regulations.

Yours truly,

[Original signed by Peter Cameron]  
Peter Cameron  
BCPSEA

[Original signed by Bill Pegler]  
Bill Pegler  
CUPE



Bill Pegler  
K-12 Coordinator  
Canadian Union of Public Employees (CUPE)

### Letter of Commitment

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.

Original signed on December 14, 2011 by:

[Original signed by Jacquie Griffiths]

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Jacquie Griffiths

Associate Executive Director

BCPSEA

## Attachment 2

### **Memorandum: To All Member School Districts and Support Staff Unions**

#### Settlors Statement on Accepted Policy and Practices of the PEBT

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K-12 Sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at [www.PEBT.ca](http://www.PEBT.ca)). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.

**LETTER OF INTENT NO. 7**

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

**between**

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

**and**

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

**RE: Provincial Letter of Understanding 2014 - 2019**

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

BC Public School Employers'  
Association & Boards of Education

*[Original signed by Bargaining Committees]*

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**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, 2014 by:

*[Original signed by Renzo Del Negro]*

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BCPSEA

*[Original signed by Marcel Marsolais]*

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K-12 Presidents' Council

*[Original signed by Paige MacFarlane]*

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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, 2014 by:

*[Original signed by Renzo Del Negro]*

*[Original signed by Marcel Marsolais]*

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BCPSEA

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K-12 Presidents' Council

*[Original signed by Paige MacFarlane]*

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

## APPENDIX C

### **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.

**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, 2014 by:

*[Original signed by Renzo Del Negro]*

*[Original signed by Marcel Marsolais]*

\_\_\_\_\_  
BCPSEA

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

*[Original signed by Paige MacFarlane]*

\_\_\_\_\_  
Ministry of Education

SIGNED ON BEHALF OF:

BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 10  
(ARROW LAKES)

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2450

*Judy Struck*  
\_\_\_\_\_  
*Judy Struck*  
\_\_\_\_\_  
Date:

*Marcel Marsolais*  
\_\_\_\_\_  
*Barbara Moul*  
\_\_\_\_\_

Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are signatories to this LOU;

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non-cost issues agreed to between the parties.

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

**Term**

July 1, 2006 to June 30, 2010

**General Wage Increase**

July 1, 2006 2%

July 1, 2007 2%

July 1, 2008 2%

July 1, 2009 2%

**Incentive Payment**

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum Incentive payment.

The following principles for distribution shall guide the parties in the distribution of this one-time funding:

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1, 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
  - maternity or parental
  - short-term disability
  - long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
  - leaves granted to employees in receipt of workers' compensation benefits

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

Subject to the allocated funding above, the local and the district may also choose to allocate the funds in a manner consistent with the district's staffing structure.

#### Public Education Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of



Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:

- a. an employee demographic analysis; and
- b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

In the event the Committee cannot agree on any of the matters within its jurisdiction, these matters will be referred to Mark Brown for mediation and, if necessary final adjudication.

#### Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

#### Apprenticeship Opportunities Funding

6. The Committee will be provided with a one-time payment equal to a maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.
7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

#### Apprentice Sponsor Funding

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2007	\$828,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

#### Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures

In the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.

15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

#### Labour Market Adjustment Fund

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:

- i. Demonstrating evidence of recruitment or retention difficulties;
- ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
- iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
- iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
- v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

Adjustments proposed under this paragraph must be funded through demonstrable cost neutral trade-offs.

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below):

July 1, 2007	\$1,656,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.

21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

#### Trades Adjustment

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2006	\$1,656,000
July 1, 2007	\$828,000
July 1, 2008	\$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.

25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

### Liaison on Education Policy Matters

27. The Minister of Education will establish scheduled opportunities for representatives of support staff unions to discuss education policy matters that have employment implications for their bargaining unit members.

### Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.

29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

### Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:

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

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

### Fiscal Dividend

33. Each Memorandum of Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus.

#### THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

#### 1.0 Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.


- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.

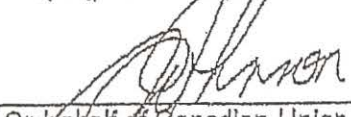
1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:

- All leaves with pay
- Maternity and parental leave
- All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

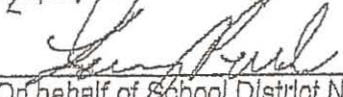
The undersigned parties have agreed to the terms of this letter of understanding:

  
On behalf of BC Public School  
Employers' Association

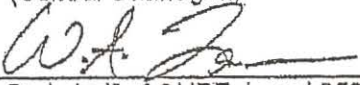
May 22/06  
Date

  
On behalf of Canadian Union of Public  
Employees

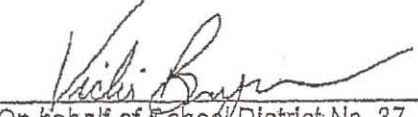
May 22/06  
Date

  
On behalf of School District No. 23  
(Central Okanagan)


May 22/06  
Date

  
On behalf of CUPE, Local 3523

May 22/06  
Date

  
On behalf of School District No. 37  
(Delta)

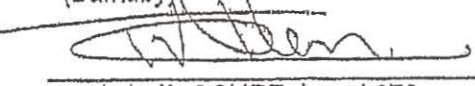
May 22/06  
Date

  
On behalf of CUPE, Local 1091

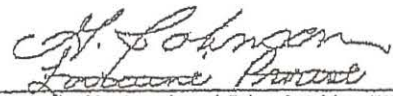
May 22/06  
Date

  
On behalf of School District No. 41  
(Burnaby)

22/5/06  
Date

  
On behalf of CUPE, Local 379

22/5/06  
Date

  
On behalf of School District No. 57  
(Prince George)

May 22/06  
Date

  
On behalf of CUPE, Local 3742

May 22/06  
Date

\_\_\_\_\_

\_\_\_\_\_



*D. Koch*

On behalf of School District No. 62  
(Sooke)

*May 22/06*  
Date

*[Signature]*  
On behalf of CUPE, Local 459

Date

*Gene Arnold*

On behalf of School District No. 63  
(Saanich)

*May 22/06*  
Date

*[Signature]*  
On behalf of CUPE, Local 44

Date

*[Signature]*

On behalf of School District No. 71  
(Comox Valley)

*May 22, 2006*  
Date

*Janice Wright*

On behalf of CUPE, Local 439

*May 22, 2006*  
Date


On behalf of School District No. 79  
(Cowichan Valley)

*May 22/06*  
Date

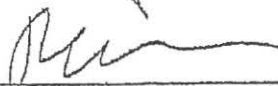
On behalf of Canadian Union of Public  
Employees, Local 608

*May 22/06*  
Date

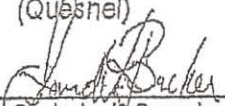
The undersigned parties have agreed to the terms of this letter of understanding:

  
On behalf of BC Public School  
Employers' Association

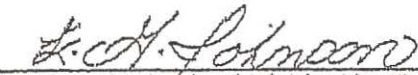
May 22/06  
Date

  
On behalf of School District No. 28  
(Quesnel)


May 22/06  
Date

  
On behalf Construction, Maintenance  
and Allied Workers', Local 2545

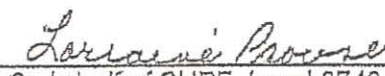
May 22, 2006.  
Date

  
On behalf of School District No. 57  
(Prince George)

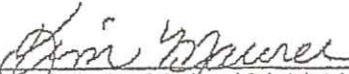
MAY 22/06  
Date

  
On behalf of Construction, Maintenance  
and Allied Workers', Local 2106


May 22/06  
Date

  
On behalf of CUPE, Local 3742

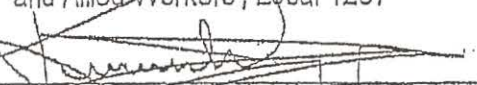
May 22/06  
Date

  
On behalf of School District No. 59  
(Peace River South)

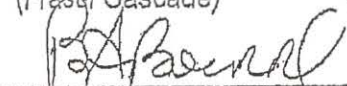
May 22/06  
Date

  
On behalf of Construction, Maintenance  
and Allied Workers', Local 1237

May 2/06  
Date


  
On behalf of School District No. 78  
(Fraser Cascade)

May 22/06  
Date


  
On behalf of Construction, Maintenance  
and Allied Workers', Local 2423

May 22/06  
Date

The undersigned parties have agreed to the terms of this letter of understanding;

  
On behalf of School District No. 79  
(Cowichan Valley)

May 22/06  
Date

  
On behalf of United Steelworkers' of  
America, Local 180

May 22/06  
Date