

# **COLLECTIVE AGREEMENT**

**between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**



**Kootenay-Columbia  
School District No.20**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1285**



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

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**PREAMBLE**

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

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

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

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1 – UNION RECOGNITION**

### 1.01 Exclusive Representative

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 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 Labour Relations Board of British Columbia.

### 1.02 Singular or Masculine

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

### 1.03 Managerial or Confidential Employees

The incumbents of the following positions are mutually recognized to be excluded from the application of the provisions during the term of this Collective Agreement:

- Two (2) Executive Assistants

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

2.01 Management

The Union recognizes the undisputed right of the Board to operate and manage the schools and other facilities 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 will be communicated in writing to the Union.

2.02 Hiring/Discipline/Demotion/Discharge

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.

2.03 Administration of Contract

The administration of the terms of this Agreement will fall within the jurisdiction of the Secretary Treasurer or designate.

## **ARTICLE 3 – DEFINITIONS**

### 3.01 Regular Employee

Are employees either full-time or part-time who are not temporary or casual employees and who hold a posted position.

### 3.02 Temporary Employee

Temporary employees are employees who have completed sixty (60) shifts continuous or broken employment within a twelve (12) month period.

Temporary employees will not be employed on a continuous basis for more than twelve (12) months unless mutually agreed between the Board and the Union. Once an employee becomes temporary he will be shown as such on the seniority list.

A temporary employee's seniority shall commence on the first day of work in the sixty (60) shifts qualifying period.

Temporary employees qualify for thirteen point four percent (13.4%) payment of their gross pay to compensate for Statutory Holidays (4.4%), vacations (6%), benefit premiums and paid leaves of absence (3%).

When a regular posted position of five (5) continuous hours or more, is not filled by a regular employee, the senior qualified temporary employee shall be offered that position.

Rejection of a position that involves travel in excess of 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.

Temporary employees who obtain a regular posted position without a break in their employment will have their vacation entitlement begin on the first day of the uninterrupted portion of their employment. It is understood by the parties that seniority dates and vacation entitlement dates for regular employees will in most cases be different.

The regular employee who falls into this category will have his vacation entitlement pro-rated in the first year due to the fact that for the said period of uninterrupted they have been paid their vacation entitlement.

### 3.03 Casual Employee

Are employees who work on an intermittent basis, but who have not completed sixty (60) shifts within a twelve (12) month period. For the purpose of the sixty (60) shifts accrual an employee can only earn one (1) shift per day.

Casual employees have seniority for the purpose of call-out – as per Clause 15.06 - Casual Employees and Appendix "B" - Call-Out Procedure. Casual employees qualify for thirteen point four percent (13.4%) payment on their gross pay to compensate for Statutory Holidays (4.4%), vacation (6%) and benefit premiums (3%) and do not qualify for sick leave or paid leaves of absence.

## **ARTICLE 4 – HUMAN RIGHTS**

### **4.01 No Intimidation or Discrimination**

The Board agrees that there shall be no intimidation or discrimination against any employee by reason of his 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.

The Board and its employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practised 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, or marital status, nor by reason of his membership in a Labour Union, and the employees shall at all times and in like manner act in good faith toward the Board.

### **4.02 Harassment**

1. The Board, Union and the employees recognize the right of all employees to work, to conduct business and otherwise associate free from harassment.

2. Definitions

a) Human Rights Harassment:

Human Rights Harassment is a form of discrimination and is unwelcome or objectionable conduct, remarks or behaviour based on, or related to, one of the protected characteristics set out in the BC *Human Rights Code*.

b) Personal Harassment:

Personal Harassment is objectionable conduct or comment; directed toward a specific person or persons; which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment.

c) Sexual Harassment:

Sexual Harassment is unwelcome conduct, of a sexual nature, that detrimentally affects the work environment or leads to adverse consequences for the victim of harassment.

3. Where an employee believes that she/he has been subjected to harassment as defined under this article, the employee shall submit a written complaint to the superintendent or designate identifying the alleged harasser and detailing the specific behaviour or comments which are alleged to be harassment. Such a complaint shall be filed, as soon as possible, and within six (6) months of the behaviour or comment giving rise to the complaint.
4. The superintendent or designate shall take appropriate action to address the complaint. Such action will include a review of the complaint by a trained or experienced person who may recommend mediation, a more detailed investigation into the allegations, and/or dismissal of the complaint.
5. An employee who is not satisfied with the outcome of their complaint, may file a grievance at Step 3 of the Grievance Procedure.

#### 4.03 Expedited Grievance

Grievances under this article will be handled with all possible confidentiality and dispatch.



## **ARTICLE 5 - UNION SECURITY**

### 5.01 All Employees to be Members

All employees of the Board shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall become and remain members in good standing in the Union within thirty (30) days of employment.

### 5.02 New Employees

The board agrees to provide new employees with an electronic copy of the Collective Agreement between parties and with the conditions of employment set out in Article 5 – Union Security and Article 6 – Check-off Deductions.

### 5.03 Notification of New Employees

New employees will be provided with a current list of names and phone numbers of Union Executive and Stewards. This list will be provided by the Union.

New employees shall be introduced to the new employee's Steward or representative on commencement of employment.

The Board will provide new employees with a copy of the Collective Agreement.

### 5.04 No Other Agreements

No employee shall be required or permitted to make written or verbal agreement which conflicts with the terms of this Collective Agreement.

### 5.05 No Strike or Lockout

The Union agrees that neither it, nor any of its representatives, nor any employee, shall in any way authorize, encourage or participate in any strike, walk-out, or suspension of work on the part of any employee, or group of employees and that at all times its members shall, under the direction of the Board, maintain all schools and other facilities during the life of the Agreement, and the Board agrees that there shall be no lock-out of members of the Union during the life of this Agreement.

#### 5.06 Picket Line Protection

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.

#### 5.07 Bulletin Board

The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all facilities under the jurisdiction of the Board, 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.

#### 5.08 Resolutions and Reports of the Board

The Board agrees that any recommendation or matters considered by the Board relating to rates of pay, promotions, hiring or discharge of all temporary, casual and regular 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.

#### 5.09 Notification to Board

The Board agrees that all correspondence between the Board and the Union related to matters covered in this Agreement shall be sent to the Recording Secretary 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 Recording Secretary of the Union.

#### 5.10 Work of the Bargaining Unit

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.

### 5.11 Contracting Out

- (a) Work normally performed by the bargaining unit regular employees will not be contracted out without mutual agreement provided:
  - (i) there are sufficient qualified, employees available to do the work within regular hours (including a limited amount of overtime) and within the projected time limits.
  - (ii) the Board has the equipment or facilities (based on present levels) to do the work.
- (b) No regular employee of the Board shall lose their job or suffer reduction of hours as a result of the Board contracting out work.
- (c) Notwithstanding the above, this shall not affect the right of the Board to continue contracting out work that has been contracted out since March 27, 1998. If current contractors relinquish their contract or the Board cancels the arrangement, the Union and the Board will meet to discuss the feasibility of bringing the work in house. (Note – this does not refer to present Transit situation)
- (d) The Union will be notified in writing in advance as soon as is practical as to the nature of the work and the reasons for contracting out such work. The Board will give due consideration to the suggestions of the Local Union before making its final decision as to whether or not such work will be contracted out.
- (e) The Board and the Union recognizes the advantages of utilizing local contractors and where it is cost effective and lawful, local contractors will be given preferential consideration.

### 5.12 Volunteers

Board policy on volunteers will be in compliance with the School Act. See Appendix "C".

## **ARTICLE 6 – CHECK-OFF DEDUCTIONS**

### 6.01 Check-Off Deductions

The Board agrees to check-off all Union dues and initiation fees in accordance with the provisions of the Labour Relations Code of British Columbia.

### 6.02 Remittance

The Board shall deduct, as a condition of employment, dues, initiation fees, assessments or levies as set by the Union, each pay period from all employees covered by this Collective Agreement.

The Board shall remit these deductions to the Treasurer of the Union, not later than the tenth (10<sup>th</sup>) day following the end of the pay period, together with a list of all casual, temporary, part-time and regular employees including name, address, position, and the number of hours worked together with dues paid per employee.

### 6.03 New Employees

In the case of a new employee, a deduction shall be made proportionate to time worked from his cheque in his first pay period of employment.

### 6.04 Financial Responsibility of the Board

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.

## **ARTICLE 7 - LEAVE OF ABSENCE**

### Section 1 – Union Leave

#### 7.01 Grievance/Dispute Resolve

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 his work without obtaining permission from his supervisor, such permission will not unreasonably be denied.

#### 7.02 Officers

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:

- (a) that such time off shall not exceed a total of sixty-four (64) working hours in any one (1) month.
- (b) that a written list of names of such officers in the employ of the Board shall be forwarded to the Director of Human Resources and/or the Secretary-Treasurer for this purpose.
- (c) the Board can find a suitable replacement in an emergency.
- (d) that the Board is advised by the Union at least twenty-four (24) hours in advance of any requests for a leave of absence.

#### 7.03 General Union Leave

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.

#### 7.04 Bargaining Representatives

A maximum of six (6) bargaining representatives in the employ of the Board shall attend collective bargaining meetings without loss of remuneration. Such representatives will be entitled to eight (8) hours pay per day of bargaining. The Board agrees to pay a mileage allowance for two (2) vehicles.

#### 7.05 Remuneration While on Union Leave

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.

### Section 2 – Short-Term Leave

#### 7.06 Bereavement Leave

- (a) Employee shall be granted up to five (5) working days, without loss of pay, benefits or seniority in the event of a death in the immediate family. "Immediate family" shall be defined as: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, grand-parents, grandchildren, common law spouse, sister-in-law, brother-in-law, step-parent, step-child. Unused bereavement leave may be used within one year of the death to attend a memorial or celebration-of-life ceremony.
- (b) One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his supervisor.
- (c) Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

#### 7.07 Jury Duty

Employees required to serve as jurors or who have been subpoenaed as a court witnesses shall be given time off with pay while so serving, providing that the employee turns over to the Board any wages received for serving as a witness or juror.

#### 7.08 Voluntary Fire Fighter

An employee who is a volunteer firefighter and cannot report to work at his 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 his volunteer duties.

#### 7.09 Canadian Citizenship

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

### Section 3 – Long Term and General Leave

#### 7.10 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 may be extended at the end of its term.

#### 7.11 Political Leave

The Board shall allow a leave of absence, without pay, as required, to any employee who is elected to represent his riding as a Member of Legislative Assembly, 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 employees leave application exceed those discussed, the issue should be brought to a Labour Management Meeting for resolution.

#### 7.12 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.

#### 7.13 Reserve Service Leave

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

#### 7.14 General Leave

The Board may grant leaves of absence, without pay, for good and sufficient reason acceptable to the Board. Requests for such leaves shall be made in writing. An employee granted leave under this article will have the option of continuing benefit coverage by prepaying the entire cost of premiums on a monthly basis.

#### 7.15 Benefit Coverage While on Leave

Employees on leave under:

- Clause 7.10 - Union Leave;
- Clause 7.11 - Political Leave;
- Clause 7.12 - Educational Leave;
- Clause 7.13 - Reserve Service;

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 his return the employee's absence shall count as part of his qualifying entitlement.

#### 7.16 Returns from Leave

a) Upon returning from leaves under:

- Clause 7.10 – Union Leave;
- Clause 7.11 – Political Leave;
- Clause 7.12 – Educational Leave;
- Clause 7.13 – Reserve Service;
- Clause 7.14 – General Leave;

the employees shall be returned to the position previously held. Should that position be no longer in existence the employee will exercise the bumping procedure under Clause 17.05 – Bumping.

b) Prior to returning from such leave the employee shall provide the Board with at least two (2) weeks' notice.

### Section 4 – Maternity/Adoption/Parental/Paternity

#### 7.17 Maternity/Adoption/Parental Leave



Employees accessing maternity/adoption/parental leave are entitled to the provisions of the Employment Standards Act. See Appendix "D".

7.18 Notice to Board

The request to take maternity, adoption or parental leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave.

7.19 Return to Work

When an employee decides to return to work after maternity, adoption or parental leave, the employee shall provide the board with at least two (2) weeks notice. On return from maternity, adoption or parental leave, the employee shall be placed in their former position. Should that position no longer exist the employee will exercise the bumping procedure under Article 17 – Lay-offs and Recalls, Clause 17.05 Bumping.

7.20 Status While on Maternity, Adoption or Parental Leave

While on maternity, adoption or parental leave seniority shall accumulate and while no vacations are payable during the leave, upon his return the employee's absence shall count as part of his qualifying entitlement. The Board shall pay its portion of premiums for all employee benefit plans for a combined period of up to twenty-five (25) weeks. Where both parents are employees of the Board, the employees shall determine the apportionment of Board paid premiums between them subject to the agreement of the Board.

7.21 Paternity/Adoption Leave

An employee will be granted one (1) day leave with pay on the occasion of the birth or adoption of his or her child. This Article is not applicable to employees who are on pregnancy/maternity leave.

7.22 Temporary and Casual Employees

The Board will grant a temporary or casual employee any of the leaves contained in this Article but all such leaves will be without pay.

## **ARTICLE 8- HOURS OF WORK**

### 8.01 Hours of Work Schedule

The regular working week and day for all employees covered by this agreement shall be as set forth in the "Hours of Work Schedule" attached hereto and forming part of this Agreement. The Schedule shall be deemed to constitute Schedule "B" of this Agreement.

### 8.02 Work Schedule

The Board agrees, in consultation with the Union, to set forth the working schedule of each employee. An employee's working hours will be consistent with Schedule "B" Hours of Work.

### 8.03 Changes to Regular Working Week

The Board and the Union agree that the regular working week, 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.

### 8.04 Non – Instructional Days

Employees shall receive payment for non-instructional days on the condition that the employee works at a job assigned by the Board.

Temporary employees working in a posted position at the time of the professional development day will have the opportunity to attend professional development activities with pay.

Temporary employees not working in a posted position at the time of the professional development day will have the opportunity to attend Professional Development activities with pay when requested to attend by the employer. This does not preclude other employees from attending without pay as long as the employee can be accommodated and if their attendance does not result in additional cost to the Board.

**ARTICLE 9 – WAGES/RECLASSIFICATION AND MATTERS INCIDENTAL THERETO**

9.01 Remuneration

Employees shall be classified as per Schedule "C" attached hereto and forming part of this Agreement. The Board shall pay wages bi-weekly to its employees in accordance with Schedule "A".

9.02 Shift Premiums

Afternoon shift	\$0.35
Night shift	\$0.50

9.03 Pay on Temporary Assignments

- (a) When an employee is temporarily required to perform substantially the duties of a higher-rated position he shall receive the rate of pay for the higher-rated position for all time worked in that position.
- (b) When an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced.

9.04 Mandatory Courses

Where an employee attends mandatory job-related education courses or meetings, he will be paid his regular rate of pay for the full length of the course or meeting. All hours worked up to full-time in a classification per day shall be paid at straight time. Any hours worked beyond full-time in a classification in a day will be paid at overtime rates.

Notwithstanding the above, in the case of out of town mandatory job-related training all time will be at straight time inclusive of travel time.

9.05 Spray Painting Differential

There shall be a spray painting differential for all spray painting done of fifty (50) cents per hour.

9.06 Personal Vehicles

- 1. Employees who use their vehicle for School Board business will be covered under a blanket insurance program provided by the Board, as described in Letter of Understanding No.40

2. The Parties agree that no employee will be required to drive a student in their personal vehicle unless they have posted into one of the following positions outlined in Schedule C – Classifications:
  - (a) Education Assistant – Driving
  - (b) Childcare Worker – Driving
  - (c) Child and Youth Care Worker – Driving
  
3. The Parties agree that a committee will be struck with relevant stakeholders not limited to but including union representation and district representation to outline a consultative process that includes:
  - (a) Creation of a Student Suitability process for student(s) being considered for transport for both student and staff safety.
  
  - (b) Creation of a Transportation Review process to ensure all other modes of cost effective transportation are explored and considered prior to the employee driving.
  
4. The Parties agree that a consultative process will be followed when Education Assistants – Driving; Childcare Workers – Driving and/or Child and Youth Care workers – Driving are required to use their personal vehicles to transport students. This consultative process includes:
  - (a) Completion of the Student Suitability process as put forward by the committee.
  - (b) Completion of the Transportation Review process.
  - (c) Completion of an annual review process for all Education Assistants; Childcare Workers and Child and Youth Care Workers - Driving Positions.

In the event of unresolved issues regarding any step in the consultative process a School District and Union Representative will assist in the resolution.

Should the impasse be unresolved it will be grievable at Stage 3 of the grievance procedure.

#### 9.07 Trainer Rate

Any employee, who has been requested in writing to act as a trainer will be paid ten (10%) percent per hour over and above his regular rate while doing the training including any preparation time as approved.  
Familiarization is not considered training.

9.08 No Requirement to Fill

The setting out of a job classification and accompanying wage rate in the wage schedules attached to this Agreement shall not bind the Board to create or fill such position. It is understood, however, that the Union retains the right to grieve the classification or reclassification of any employee or group of employees covered under this Agreement.

**RE-CLASSIFICATION**

9.09 Joint Committee

There will be a joint Job Evaluation Committee, made up of three (3) representatives from the Board and three (3) representatives from the Union. Each party will have one (1) alternate.

9.10 Role of the Committee

The role of the Joint Committee will be to review and make recommendations for new and revised positions. Either party may engage advisors to assist them in this process.

9.11 Process

(a) Revised Positions

Where an employee or supervisor believe that the duties and/or responsibilities of the position have substantially changed, the changes will be forwarded to the Joint Job Evaluation Committee for review, provided that at least twelve (12) months have passed since the position was last reviewed. Any changes to the rate of pay shall be set by mutual agreement of the parties to this Collective Agreement.

(b) New Positions

In the event a new position is created, a temporary rate of pay shall be set by the Board in reasonable relationship to existing rates set forth in the Wage Schedule of this Agreement, pending negotiations between the Board and the Union of a mutually agreeable rate.

The job descriptions and rate of pay will be reviewed by the Joint Committee to ensure consistency with the pay equity plan.

#### 9.12 Arbitration

In the event the Board and the Union are unable to reach agreement on a mutually satisfactory rate of pay in Clause 9.13 – Process (a) and (b) above the matter shall be resolved by referring the issue directly to Arbitration as per the provisions of this Collective Agreement.

#### 9.13 All Positions to be Reviewed

Notwithstanding Clause 9.13 (a) above, all positions will be reviewed at least once every five (5) years.

#### 9.14 On-Going Review

To ensure that job descriptions are current and relevant either party may request in writing, that a review take place as follows:

(a) a maximum of six (6) to be under review in any one year. This number can be increased by mutual agreement of the Parties.

(b) the review will be initiated within thirty (30) days of written request.

#### 9.15 Responsibility of Joint Committee

Where review of a position has not been requested, it will be the responsibility of the Joint Committee to complete the review.

#### 9.16 Pay Equity Funding

Any rate of pay adjustments related to pay equity arising from these provisions are subject to Pay Equity funding being provided by the Provincial Government.

#### 9.17 Pay Equity Agreement

The Memorandum of Agreement Re: Pay Equity, signed February 17, 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.

## **ARTICLE 10 - OVERTIME**

### 10.01 Overtime Rates

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.

### 10.02 Overtime Defined

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.

### 10.03 Call-Out

A call-out occurs when an employee is brought out to work at a time other than his regularly scheduled shift or extension thereof.

When a call-out occurs, an employee 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 (1) call-out per four (4) hour period.

### 10.04 Outside Rentals

As compensation for all work performed outside the recognized hours of 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 10 - Overtime, Clause 10.02 – Overtime Defined, 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.

### 10.05 Meal Allowance

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 at the following rates in lieu of providing a meal:

### Overtime Meal Allowance

Breakfast	\$8.00
Lunch	\$12.00
Supper	\$20.00

### 10.06 Part-Time Employees

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 individual employee's regular or normal working hours.

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. Employees who are being offered the opportunity to work additional hours as opposed to being required to work additional hours will be advised prior to the work commencing.

The intent of this clause is to enable the Board to offer regular part-time employees extra work to bring them up to full-time hours before extra hours are assigned to temporary or casual employees as per the call-out procedure. The parties agree that additional hours will only be assigned if this does not result in inefficiencies in the operation of the School District.

This clause does not apply to Education Assistants, who, when requested to participate in either curricular or extra-curricular activities (with their student(s) in attendance) will be paid at straight time for seven (7) hours and bank any additional hours at straight time to a maximum of an additional seven (7) hours per day.

### 10.07 Banking of Overtime

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 10, employees shall be permitted annually to accumulate overtime to a maximum of seven (7) regular shifts in lieu of cash payment, such leave to be equal to the appropriate overtime cash payment.



- (b) The employee must indicate on each time card whether he wishes to bank overtime in accordance with this clause, otherwise overtime will automatically be paid.
- (c) Such leave shall be taken at the Board's discretion. Days not taken by June 30th of that calendar year or pursuant to Article 12.06 shall be paid in cash to the employee.
- (d) Accumulation of overtime shall be in hours for that employee's regular assigned shift.

#### 10.08 Emergent Situations

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 his refusal to work overtime.

#### 10.09 Notice of Shift Change

If an employee is not given twenty-four (24) hours' notice of change of shift he must be paid at overtime rates for all hours worked on that first shift.

#### 10.10 Exceptions

Notwithstanding any other clauses in this Article, any overtime hours for meetings within the regular hours of the classification will be paid at straight time.

Overtime is not applicable to bus drivers on extra-curricular trips, except in case of a bus break down, an emergency, or adverse road conditions that result in a minimum of four (4) additional hours service in which case overtime will be paid for those additional hours.

The parties agree that in the event the above results in an additional overnight stay the provisions of Appendix "A" – "A" Trips apply.

**ARTICLE 11 - STATUTORY HOLIDAYS**

11.01 Entitlement

Employees shall be entitled to holiday with pay at their regular rate for each of the Statutory Holidays hereinafter set forth or such days as the Board and the Union may mutually agree shall be taken in lieu of such Statutory Holiday. The Statutory Holidays shall be:

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

or the days proclaimed under the laws of British Columbia in their stead or any other day proclaimed by the Federal or Provincial Governments. Should the schools be required to be in session on any Statutory Holiday, employees required to work on such a holiday will be granted an alternate day off in lieu of the Statutory Holiday worked. The alternate day off will be taken at a mutually acceptable time, but no later than the conclusion of the employee's next annual vacation.

There shall be ten (10) Statutory Holidays for ten (10) month employees, eleven (11) Statutory Holidays for eleven (11) month employees, and twelve (12) Statutory Holidays for twelve (12) month employees.

The Statutory Holidays for ten (10) month employees are:

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

11.02 July-August Premium

It is agreed that regular ten (10) month employees who work days during July and/or August will be paid a premium of four percent (4%) in addition to the regular hourly wage to compensate for the Statutory Holidays, Canada Day and B.C. Day.

### 11.03 Stat Holiday During Regular Time Off

In the event of a Statutory Holiday falling on an employee's regular day off he shall be entitled to a day off with pay at his regular rate on a date determined by the Board and the Union. An employee required to work on such Statutory Holiday or day mutually agreed upon in lieu thereof as aforesaid, shall receive in addition to his regular pay for that holiday double his regular rate of pay for the time worked.

### 11.04 Statutory Holidays Falling on Weekends

When any of the foregoing Statutory Holidays fall on a weekend, the Statutory Holiday will be scheduled for the day(s) immediately following the non-working day(s).

### 11.05 Temporary and Casual Employees

As per Clause 3.02 – Temporary Employee and Clause 3.03 – Casual Employee, Temporary and Casual employees receive four point four percent (4.4%) of gross pay to compensate for Statutory Holidays.

**ARTICLE 12 - VACATIONS**

12.01 Anniversary Date

Employee’s vacation entitlement is based on their anniversary date of appointment to a regular position.

12.02 Definition

For the purpose of computing vacation time the word "week" were used in this Article and shall be considered as constituting five (5) working days.

It is hereby agreed that:

Vacation time will be earned each pay period based on vacation entitlement as per Clause 12.03 – Entitlement, and the regularly scheduled hours of the employee. Vacation time accrued will be reported to each employee on their bi-weekly payslips.

Vacation time will be earned on a pro-rata basis of days at the current rate of pay rather than as a percentage of gross pay. A twelve (12) month employee will receive 12/12 of days entitlement, eleven (11) month employees will receive 11/12 of a twelve (12) month employees entitlement and a ten (10) month employee will receive 10/12 of a twelve (12) - month employee's entitlement. This same pro-rata formula will apply to any other employees working less than twelve (12) months.

12.03 Entitlement

Subject to Clause 12.01 an employee's vacation entitlement is as follows:

	<b>Weeks</b>
Less than one (1) year	Six percent (6%)
One (1) year or more and less than seven (7) years	Three (3)
Seven (7) years or more and less than fifteen (15) years	Four (4)
Fifteen (15) years or more and less than twenty-three (23)years	Five (5)
Twenty-three (23) years or more	Six (6)

12.04 Statutory Holidays

If a Statutory Holiday or declared holiday as per Article 11 – Statutory Holidays falls or is observed during an employee’s vacation period, he shall be granted an additional day of vacation for such holiday in addition to his regular vacation time.

#### 12.05 Vacation Scheduling

An employee's vacation shall where practicable, be granted at the time requested, but in all cases the commencement date must be at the convenience of the Board. Preference in choice of individual employee's vacation dates shall be determined by seniority of service.

Once an employee's vacation has been approved, it shall not be rescinded, except in an emergency situation.

#### 12.06 Ten (10) and Eleven (11) Month Employees

All ten (10) and eleven (11) month employees shall take vacation time for the full school holiday period of winter and spring vacations. Should a ten (10) or eleven (11) month employee and management agree, the employee can work all or any part of the breaks.

Ten (10) and eleven (11) month employees with unused vacation time not used for the winter or spring break can apply for vacation days during the school year. Days will be approved subject to the operational needs of the district.

Any vacation entitlement not used during the school year will be paid out on the last pay period in June.

#### 12.07 Full Year Service

For the purpose of vacation entitlement, ten (10) and eleven (11) month employees will be considered to have worked a full year subject to Clause 12.09 – Reduction of Entitlement.

#### 12.08 Fifteen Days Minimum

An employee will not receive less than fifteen (15) days holiday in any one school year except where employed for only part of a school year.

#### 12.09 Reduction of Entitlement

For each period of thirty (30) consecutive days a regular employee is absent from work in the year, there shall be deducted from the vacation pay to which he would otherwise be entitled (see Clause 12.03 – Entitlement), one – twelfth (1/12) of such vacation pay provided that time spent on vacation for which the employee is paid under this Article or time lost because of sickness., with pay or accident shall be considered time worked.

#### 12.10 Sickness During Vacation

Where an employee qualifies for sick leave during the period of vacation, the period of vacation so displaced (in excess of four (4) working days) shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement.

Employees will be expected to provide proof of illness during vacations by way of a letter from a doctor.

For the purpose of this clause, sick leave replacement shall only be for a serious disabling accident or serious illness in excess of four (4) working days and requiring medical intervention; or resulting in admission to a hospital.

#### 12.11 Temporary and Casual Employees

As per Clause 3.02 – Temporary Employees and Clause 3.03 – Casual Employees, employees receive six percent (6%) of gross pay to compensate for vacations.

#### 12.12 Unused Vacation

- (a) The maximum number of unused vacation days for an employment year that may be carried forward to the next employment year is ten (10). The employment year is defined as July 1 to June 30.
- (b) An employee who presently has accumulated unused vacation days in excess of ten (10) days must reduce the excess by taking additional vacation time or the employee will be paid out June 30 of each year. The maximum number of excess days that must be taken or paid out is five (5) days per year.

## **ARTICLE 13 - SICK LEAVE**

### 13.01 Sick Leave Defined

Sick leave means the period of time an employee is entitled to be absent from work, with or without pay, by virtue of sickness, disability, or accident for which compensation is not payable under the Workers' Compensation Act.

If the employer pays, or is obligated to pay to an employee an amount of salary from sick leave credits, then the employer shall have the right to be subrogated to the rights, powers, privileges, and remedies of the employee to whom the payment is made in any claim or cause of action the employee may have for compensation for lost income against other parties to the extent of the amount paid or obligated to be paid by the employer to the employee.

Where an employee is involved in an accident, other than an accident covered by the Workers' Compensation Act as referred to above, and as a result is paid sick leave during absence from work, any sick leave compensation recovered from an insurer or court award shall be repaid by the employee to the Board. The Board shall thereupon reinstate the number of days of sick leave credit represented by the repayment.

### 13.02 Regular/Temporary Employees

#### (a) Regular Employees

All regular 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.

Unused sick leave shall be carried forward and accrue to a maximum of one thousand four hundred and forty (1440) hours. Sick leave shall be earned and accrued based on their regularly scheduled hours of work.

A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of Statutory holidays, absent for sick leave as defined in Clause 13.01- Sick Leave Defined.

#### (b) Temporary Employees

All Temporary employees shall earn and accumulate sick leave credit in the amount of one and one-half (1 ½) working shifts accumulated in hours for each month worked, sick leave credits for partial months will be earned on a pro-rata basis.

Unused sick leave shall be carried forward and accrue to a maximum of one thousand four hundred and forty (1440) hours. Sick leave shall be earned and accrued based on their scheduled hours of work exclusive of overtime.

Temporary employees will only be eligible to use sick leave when they are working either a posted position or a period of time in excess of four (4) continuous days. For the sole interpretation of clause 13.02 (b), "continuous days" shall be defined to mean consecutive and scheduled work days. For clarity, sick leave for temporary employees will only be paid on a scheduled work day that immediately follows four (4) consecutive and paid work days. Paid statutory holidays would not break the consecutive work day cycle nor would unpaid weekends, however, non-instructional days, winter, spring and summer break periods would break the cycle. Scheduled means that the employee was called in by the employer to work, in advance of any work occurring.

A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of statutory holidays, absent for sick leave as defined in Clause 13.01- Sick Leave Defined.

In the event a temporary employee obtains a regular position any unused sick leave credits will be carried forward.

### 13.03 Proof of Illness

Sick leave with pay shall not be granted nor shall payments continue until proof of such illness is filed with the Board if proof has been requested during the period of illness.

### 13.04 Unpaid Sick Leave

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.

### 13.05 Sick Leave Payout

An employee entitled to sick leave under this Article shall receive forty percent (40%) of his unused accumulated sick leave upon:

- (a) Retirement on or after the attainment of the minimum retirement age in conformity with the Municipal Pension Plan, whichever shall last occur, or



- (b) Retirement with a permanent disability entitling the employee to Municipal Pension Plan benefits, or
- (c) Death of an employee while in the service of the Board, payable to the employee's estate, or
- (d) Severance, with five (5) or more years of seniority, as a pay out of accumulated sick leave credits. This clause (d) does not apply to employees dismissed for just cause.

#### 13.06 Record of Sick Leave

A record of all accumulated sick leave credits shall be maintained by the Board and communicated to the Union, on request. Each employee will have their sick leave accumulation indicated on pay slips each pay period.

#### 13.07 WCB Top-Up

An employee prevented from performing his regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and his 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.

#### 13.08 Medical Appointments

Reasonable time off with pay for medical and dental appointments for employees shall be permitted. All hours of absence to be charged to sick leave credit; excluding annual bus driver medical, which will be paid by the Board up to a maximum of two (2) hours per driver.

#### 13.09 Family Illness

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 those purposes.

## **ARTICLE 14 - EMPLOYEE BENEFITS**

### **14.01 Municipal Pension Plan**

All eligible employees shall participate in the Municipal Pension Plan of B.C. Regular part-time employees shall have the option of participating in the Municipal Pension Plan of B.C

### **14.02 Purchase of Past Service**

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:

- (a) the entire cost (including the Board's share) of purchasing past service be borne by the employee;
- (b) the past service request be approved by the Pension Commission;
- (c) 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 may consider an extension to repayment in special situations.
- (d) the Board will provide the employee with an estimate cost of the purchase of past service, based on the information provided by the employee. The employee will then advise the Board whether they wish a detailed research and calculation of the cost to purchase the past service. In the event the employee chooses not to purchase the past service, the administration time relating to this request will be paid by the employee.

### **14.03 Medical**

Regular employees who have completed three (3) calendar months service within the previous twelve (12) months shall participate in the mutually approved Medical Plan. The Board will pay one hundred (100%) percent of the premium.

### **14.04 Group Life Insurance**

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 will pay twenty-five percentum (25%) of the monthly premium per month for each \$1,000 of insurance coverage,

and the Board will pay the remainder of the premium due. This Group Life Insurance will 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.

Employees upon retirement will be advised of the life insurance conversion option.

#### 14.05 Payment of Employee's Share While on Sick Leave

While an employee is on sick leave without pay, the Board agrees 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.

#### 14.06 Dental

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

The plan coverage will be:

- Plan A - one hundred percentum (100%)
- Plan B - sixty percentum (60%)
- Plan C - fifty percentum (50%)

#### 14.07 Extended Health

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

The Plan's Vision Care coverage will be \$150 per family member per twenty-four (24) months.

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

#### 14.08 Benefit Summary

<b>BENEFIT</b>	<b>WHO ELIGIBLE</b>	<b>WHEN</b>	<b>COST SHARING</b>
Medical Services Plan of BC	Regular employees who work more than 17.5 hours per week	1 <sup>st</sup> month following date of appointment as a regular employee	100% Board
E.H.B. includes Vision Care and Hearing Aids	" "	" "	75-25
Life Insurance	" "	" "	75-25
Dental Plan	" "	" "	75-25
LTD	Employees working 15 hours or more weekly		PEBT

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

#### 14.09 Payment in Lieu Of

A regular part-time employee working less than seventeen and one-half (17.5) hours per week will be paid three percent (3%) gross pay in lieu of being provided benefits.

#### 14.10 Benefit Trust

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article with the PEBT.

#### 14.11 Long Term Disability

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

#### 14.12 Temporary and Casual Employees

As per Clause 3.02 – Temporary Employee and Clause 3.03 – Casual Employee, temporary and casual employees receive three percent (3%) of gross pay to compensate for benefits.

## **ARTICLE 15 - SENIORITY**

### 15.01 Operation of Seniority

The Board agrees that seniority shall govern in all cases of promotions and demotions but that seniority shall govern only when the employee or employees are qualified and have the ability to perform the job. The Board shall determine qualifications in a fair and equitable manner. Job postings will contain qualifications and experience as outlined in the position description.

### 15.02 Seniority List

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

### 15.03 Employee Requested Change to Seniority Lists

Employees who do not agree with their seniority date must raise the concern with the Director of Human Resources or designate within one (1) month after the seniority list is posted. Requests for changes after this time will not be accepted unless they are the result of bringing forward the incorrect data from a previous seniority list.

### 15.04 Probation

A newly hired employee shall be on probation for a period of seventy-five (75) 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 Article 3 – Definitions.

### 15.05 Ten and Eleven Month Employees

For the purpose of seniority, ten (10) and eleven (11) month employees will be considered to have worked a full year.

### 15.06 Casual Employees

Casual employees who have completed between thirty (30) to fifty-nine (59) shifts in a consecutive twelve (12) month period have casual seniority rights for the sole purpose of call-out in accordance with the call-out procedures.

### 15.07 Loss of Seniority

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

An employee shall only lose his seniority in the event:

- (a) he is discharged for just cause and is not reinstated.
- (b) he resigns and submits his resignation in writing.
- (c) he 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) he 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 his current address and telephone number. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work if the Board can find a suitable replacement.
- (e) he has not been recalled to a regular position within the twenty-four (24) month recall period as per Article 17 – Lay-offs and Recalls.
- (f) notwithstanding Clause 15.07(e) where the employee has worked a total of sixty (60) shifts in the twenty-four (24) month recall period the loss of seniority provision under Clause 15.07(e) would be extended for an additional twelve (12) consecutive months.
- (g) if he is a temporary employee and has not worked a minimum of sixty (60) shifts in a consecutive twelve (12) month period.

### 15.08 Work Outside of the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent.

An employee transferred out of the unit shall retain his seniority for up to sixty (60) shifts. This period may be extended by mutual consent of the Board and the Union.

If the employee returns to the bargaining unit within the sixty (60) shifts, he will

move back into the position he held prior to leaving the unit. Other employees affected will return to their original positions.

#### 15.09 Merger or Amalgamation

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.



## **ARTICLE 16 – PROMOTIONS AND STAFF CHANGES**

### **16.01 Job Postings**

When a vacancy occurs or a new position is created, the Board shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of three (3) working days so that all members will know about a vacancy or new position.

### **16.02 Information in Postings**

Notice of postings shall contain the following information:

Nature of position, required qualifications, knowledge, education and skills, shift, wage or salary. In addition, Education Assistant, Childcare Worker, Child/Youth Care Worker postings will reflect the assigned school along with the primary responsibility of the position.

Such qualifications may not be established in an arbitrary or discriminatory manner.

All job posting notices will include a closing date for the posting, competition number and the date of issuance of the posting.

Applications must be made in writing.

### **16.03 Posting Period**

No outside advertising for any vacancy will be placed until the applications of present employees have been fully processed. Outside advertising may run parallel to the internal posting process in special or emergent situations such as where there are no qualified call-out employees.

Vacancies if they are to be filled, or new positions, must be posted within ten (10) days of the vacancy or creation.

Postings will be distributed as follows:

(a) Faxed or e-mailed to a contact at each District site for display (including the Trail bus barns).

(b) On the Board Office and the Maintenance Office main door windows during any shutdown period.

(c) Listed on the District Web Site ([www.sd20.bc.ca](http://www.sd20.bc.ca)).

It will be the responsibility of employees to check availability of vacancies by checking one of the areas outlined above.

#### 16.04 Notice of Appointment

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the secure area of the school district website. The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations of employment.

#### 16.05 Temporary Vacancies

Vacancies of thirty (30) worked shifts or more duration will be posted as temporary vacancies. Temporary vacancies are created by:

- (a) a regular employee being absent due to illness, WCB, LTD or leave of absence. It is the joint responsibility of the employee on leave to provide and the Board to request the appropriate medical information in order to determine the projected length of the vacancy. In any event, unless a medical note is received specifying a return date within fifteen (15) working shifts of the thirtieth (30) working shift of absence the position will be posted on or before the thirty-first (31<sup>st</sup>) working shift of absence.
- (b) the creation of a new short term position. Short term is defined as between thirty (30) and ninety (90) working shifts. If a position of limited duration will extend beyond ninety (90) working shifts the position will be reposted.

If the temporary vacancy was created by a regular employee being absent due to illness, WCB, LTD or leave of absence, the absent employee, where practical will give two (2) weeks' notice of his return to work.

Vacancies of less than thirty (30) worked shifts need not be posted.

Temporary postings may be extended by mutual agreement between the Board and the Union.

When a regular employee fills a temporary position that employee will return to the original position when the temporary position is completed. If the original position no longer exists, he will exercise his seniority rights in accordance with Article 17- Layoffs and Recall – Clause 17.05 - Bumping.

#### 16.06 Regular Employees Given Preference

The parties agree that in all cases of regular postings or temporary postings, regular employees having the required skills will be given preference over temporary employees.

Notwithstanding the above, no more than two (2) regular employees shall change positions as a result of the first temporary vacancy being created. Any subsequent vacancies shall be filled by temporary employees unless the chain of postings is extended by mutual agreement.

#### 16.07 Education Assistants, Childcare Workers and Child and Youth Care Workers

It is agreed that Education Assistants, Childcare Workers and Child and Youth Care Workers will remain in the position they hold in September for the duration of the school year. Should an opening occur during the year, the vacancy will be posted and filled on a temporary basis and the successful applicant placed into the position in the following school year (September). If the hours in the new position provides one (1) hour or more per day of the hours presently being worked the transfers will be effective immediately.

#### 16.08 Year End Posting Process for Direct Student Support Staff

A year-end posting process for Direct Student Support Staff will be jointly developed between the Board and the Union and reviewed by both parties prior to the commencement of the posting process each year.

Every effort will be made to commence the year-end posting process for the following year by May 1st of the current year.

#### 16.09 Letters of Assignment

- (a) Letters of Assignment will reflect the posted position for which the employee applied. It is understood that Education Assistants/Childcare Workers not posted to a specific student may be utilized to the best advantage within the school to which he was posted. In the event that this involves a change in assignment the Education Assistant/Childcare Worker will be consulted. In the event of a conflict between employee's preference of reassignments, seniority shall prevail in accordance with Clause 15.01 – Operation of Seniority.

- (b) (Notwithstanding (a) the parties agree that the Board has the right to direct the employee to assist with other special needs students and/or special needs programs, while not required to work with their specific student or program.
- (c) The parties agree that this clause does not give the Board the right to change an employee's assignment in such a manner that they no longer have primary responsibility for the student they originally were assigned.
- (d) Notwithstanding the above, where the parties mutually agree that it is in the interest of the student and/or employee to change the primary responsibility or where the needs of the student change during the school year the provisions of (a) and (c) above will not prevail.

#### 16.10 Student Transfers

If a student transfers within the district, the Education Assistant/Childcare Worker/Child and Youth Care Worker assigned to that student will have the option to transfer with the student or exercise his seniority rights in accordance with Article 17 – Lay-offs and Recalls of this Agreement.

#### 16.11 Combining Positions

While the parties recognize a need for and a preference on behalf of some employees for part-time shifts, the Board is however encouraged to create positions or a combination of positions that allow employees to work up to the maximum number of hours.

#### 16.12 Dual Roles

A dual role position involves work from two (2) classifications being posted as one job.

- (a) When the board combines positions, the highest rate of pay will prevail.
- (b) When the Union requests a combination of classifications in one (1) posting to obtain up to full time hours as per Article 16.11, separate rates of pay shall apply. In such cases the parties will enter into a letter of understanding that addresses the specific circumstances.

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

### 16.13 Two Posted Positions

An employee holding two part-time posted positions shall receive the separate rates of pay.

An employee holding two posted positions will not exceed eight (8) hours worked within a twelve (12) hour period.

In the event of a reduction in hours of twelve percent (12%) or more or elimination of a job the employee will be allowed to bump if his primary position is affected.

Primary position means the job with the most hours or either job if the hours are equal.

In the event that a secondary position (position of less than four (4) hours) is eliminated and this results in a reduction of twelve percent (12%) or more of the employee's total hours, the employee will be allowed to bump into other secondary positions, in accordance with Clause 15.01 – Operation of Seniority.

### 16.14 Trial Period

The senior qualified applicant shall be placed on trial for a period of sixty (60) shifts worked provided the new position involves a change of classification. After thirty (30) shifts the employee will be given a written interim evaluation indicating areas needing improvement for successful completion of the trial period.

Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty (60) shifts worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Employees will be informed in writing as to why they were unsuccessful in the trial period. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority. If an employee's position no longer exists, the affected employee will be eligible to exercise his seniority rights in accordance with Article 17 – Lay-offs and Recalls.

### 16.15 Enrolment in a Course to Obtain Necessary Qualifications

Consideration for promotion will be given to the senior applicant with other related experience who does not currently possess the required diploma, certification or courses, but is registered and/or enrolled in the required program or course and has completed seventy-five percent (75%) of the program or course at the time of the filling of the vacancy.

Such employee with other related experience will be given a period of up to eighty (80) shifts to obtain the required qualifications or certifications. If the required qualifications or certifications are not met within such time the employee will be returned to his former position. This period may be extended by mutual agreement.

An employee must provide evidence and supporting documentation on the job posting application of the current percentage of completion and how the diploma, certificates or courses will be completed within the eighty (80) shift period.

This clause shall not apply where certificates are mandatory for initial placement in the vacancy.

This clause is not intended to exclude current employees from having on the job training opportunities and does not apply when the training, program or course is of short duration (less than two (2) weeks).

#### 16.16 Course of Instruction

In the event of any employee taking a course of instruction, as approved by the Board, in order that the employee will better qualify to perform his job, the Board will, on the employee's successful completion of the course, reimburse the employee in full for all 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 will be reimbursed for one day.

#### 16.17 Notification of Qualifications

An employee shall be responsible for advising the Board promptly upon meeting the requirements and successfully completing recognized trades or other qualifications.

#### 16.18 Accommodation

The Parties agree there is a legal duty to accommodate employees which shall be relied upon for the accommodation process. The Parties also agree that employees are entitled to Union representation throughout the accommodation process.

#### 16.19 Transfers

Employees may be transferred from one school to another, if such a transfer is considered expedient by the Board, 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 15 – Seniority.

If an employee transferred on a temporary basis, sixty (60) working days or less, is required to travel out of the municipality in which he normally works to effect such temporary transfer, the Board agrees to provide transportation for the employee from one municipality 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 for Trustees on School Board business.

#### 16.20 Employee Familiarization

- (a) Familiarization is defined as a period of time up to three (3) days to which an employee is entitled in order to acquaint himself with the particular details and routine of a new job.
- (b) Employees new to a position will be given an adequate period of familiarization as determined by the Employer.

## **ARTICLE 17 – LAY-OFFS AND RECALLS**

### **17.01 No Lay-offs After September 30th**

The Board commits that there will be no CUPE staff layoffs after September 30<sup>th</sup> of each school year provided that there is an understanding that staff could be transferred to other assignments of equal or greater hours, remuneration and within the same classification during the balance of the school year.

### **17.02 Changes in Hours**

Should the Board require a reduction of hours that would result in a twelve percent (12%) or more reduction of the incumbent's hours during the previous five (5) years the employee has the following options:

- (a) accept the reduction and remain in the position.
- (b) have the right to exercise his seniority to bump as per Clauses 17.04 – Lay-Off Order and 17.05 - Bumping.

Should the Board increase the hours of a position by twelve percent (12%) or more, the incumbent will be laid off effective June 30 and the changed position will be posted.

Any increase in hours during the school year will be considered temporary until June 30.

### **17.03 Notice of Lay-Off**

The Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. The ten (10) working day count will begin from the receipt of the lay-off notice accompanied by a current copy of the seniority list. If the employee has not had the opportunity to work ten (10) of the employee's regular working days, after receipt of lay-off notice, the employee shall be paid for the days for which work was not made available.

### **17.04 Lay-Off Order**

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order to the bargaining unit-wide-seniority within their classification.



- (b) Temporary employees will be laid off before regular employees and will not be allowed to bump regular employees.

#### 17.05 Bumping

- (a) Subject to Clause 15.01 – Operation of Seniority, regular employees, when lay-off occurs, will have the right to bump, bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job.
- (b) Temporary employees, if bumped, will have the right to bump, bargaining-unit-wide, any temporary employee with less seniority, provided they can adequately perform the job.
- (c) An employee who wishes to bump into a position outside any classification which they currently occupy must provide evidence of their ability to perform the duties of the job with their application to bump. (i.e. the necessary licences, course, etc.)
- (d) Any bumping rights contained in this Article must be exercised within three (3) working days of receiving notice of lay-off.

#### 17.06 Recall Procedures

Employees shall be recalled in the order of seniority provided they can adequately perform the work available.

#### 17.07 Recall Rights

##### Temporary or Casual Assignments

Regular employees on the recall list shall be given preference for all casual or temporary work, provided they can adequately perform the work available.

Accordingly, at the time of lay-off, an employee shall indicate, in writing, the classification in which the employee is qualified.

#### 17.08 Posting While on Recall

- (a) An employee on recall shall be deemed to have applied for any posted regular position in their former classification with the same or more hours of work. If the employee is the senior applicant then the employee shall be awarded the position (recalled to that posted position) and shall no longer be on recall.

- (b) An employee on the recall list shall have the right to refuse recalls in employment if the job is five (5) hours or less or outside their designated geographical area.
- (c) The employee will also have the right to refuse two (2) additional recalls to employment for unspecified reasons. If the employee rejects recall a third time for reasons other than above, then the employee will be deemed to have voluntarily resigned.

#### 17.09 Union Executive

In order that the operations of the Union will not become disorganized when lay-offs are made, members of the Local Executive Board and Chief Steward shall be the last persons laid off during their term of office, subject to job requirement.

#### 17.10 Benefits on Lay-off

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

A regular employee can elect to receive three percent (3%) of their gross earnings on all casual and temporary work in lieu of the continuation of employee benefits under this clause.

#### 17.11 Grievance Procedure Regarding Lay-Offs

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the grievance procedure.

#### 17.12 No New Employee

No new employees shall be hired until all laid off employees have been given an opportunity of recall, subject to job requirement.

#### 17.13 Definition of Lay-off

A lay-off shall be defined as an employer initiated reduction in the number of regular employees in the work force or a reduction of an employee's hours that would result in a twelve percent (12%) reduction of the employee's regular hours. Employees in a regular position are not considered laid off during school break periods.

## **ARTICLE 18 – GENERAL PROVISIONS**

### 18.01 Tools

All tools required by individuals will be supplied by the Board for use on the job only.

### 18.02 Clothing Allowance

- (a) Each regular bus driver and maintenance employee shall be provided with two pairs of coveralls. 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 will pay for the cleaning of coveralls as required.
- (b) Education Assistants assigned to participate in the therapeutic recreation program (swimming) shall be provided with a bathing suit allowance of seventy-five (\$75) dollars annually.
- (c) Any employee who regularly performs maintenance duties shall be provided with a one hundred (\$100) dollar Safety Boot Allowance each June. All employees provided with the Safety Boot Allowance are expected to purchase and wear the appropriate safety footwear.

### 18.03 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 notify their supervisor and the person assigning work.

### 18.04 Union Label

The recognized Union Label shall include the designation "C.U.P.E." at the employee's option, this designation may be placed on all stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

### 18.05 Indemnification

The Board 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, provided that the Board is advised of the action against the employee at the earliest possible date. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

The above does not provide a defense where:

(a) an employee has, in relation to the conduct that is subject matter of the action, been found guilty of dishonesty, gross negligence, or malicious or wilful misconduct, or

(b) the cause of action is libel or slander.

#### 18.06 Professional Development

When a district-wide professional development event is approved by the Board an effort will be made to provide employees with a session relevant to their occupation.

It is hereby agreed between the parties that a Support Staff Professional Development Committee be established which includes representation from each work group. Professional Development training will be relevant to an individual's job classification.

The employer shall pay an amount each year into a professional development and training fund to be administered jointly by the school district and CUPE on behalf of its support staff.

## **ARTICLE 19 – SAFETY**

### 19.01 Definitions

- (a) Worksafe BC Regulation means the current Workers' Compensation Act and Occupational Health and Safety Regulations.
- (b) Joint Site Safety Committee means a committee established at worksites as required by Section 125 and 139 of the Workers' Compensation Act.
- (c) District Joint Occupational Health and Safety Committee means a District Joint Occupational Health and Safety Committee comprised of equal members of CUPE 1285, KCTU and the Board which meet regularly and operate in accordance with the current terms of reference for the committee. (Terms of Reference are located at [www.sd20.bc.ca](http://www.sd20.bc.ca) or in the Safety Manual at each work site.)

### 19.02 Statement of Intent

The parties agree to abide by the requirements included in the Workers' Compensation Act and the Occupational Health and Safety Regulations.

The parties agree to resolve disputes using the provisions of the Workers' Compensation Act and the Occupational Health and Safety Regulations.

### 19.03 Safety Training

Time spent on Health and Safety Courses approved by the Secretary-Treasurer should be considered as time worked and payment shall be on the basis of straight time to a maximum of eight (8) hours per day.

### 19.04 Employee Participation

Time spent by employees in performance of their duties as members of the Joint Safety Committees shall be considered as time worked and payment shall be on the basis of straight time.

## **ARTICLE 20 - APPRENTICESHIPS**

### 20.01 Apprenticeship Training Program

The Board agrees to the implementation of an in-house Apprenticeship Training Program whereby all apprentices must enter into an agreement with the Board for the duration of the Program. Should the Board establish that a position(s) for an apprentice exists, the position shall be posted on all bulletin boards for a minimum of three (3) working days and the Board shall notify the Union in writing of the position(s) so that all members will be aware of such position(s).

### 20.02 Selection Committee

The Board shall review all applications, interview applicants if necessary and shall make a decision taking into consideration criteria such as the applicant's education, qualifications, work record and experience. Apprentices shall receive rates of pay in accordance with "Schedule A" and shall receive these rates while attending school.

### 20.03 Lay-offs

All employees selected for apprenticeship training shall be protected in the case of lay-offs except when a reduction in the work force in his trade to which he is indentured occurs.

### 20.04 Seniority Accrual

Present employees having established seniority with the Board prior to becoming an apprentice shall continue to accrue seniority for the duration of the Program save and except for lay-off and bumping rights which shall be suspended.

### 20.05 Suspended Seniority Rights

Present employees as above after successfully completing his apprenticeship and being hired as a journeyman, will be credited with all previously suspended seniority rights.

### 20.06 Non Completion/Non Hire

Should an employee as described above not complete, or is not hired as a journeyman on completion of the Program, he shall be offered an opportunity to bid into the position held by the most junior employee with the Board, provided he possess the requisite seniority and required qualifications of the job. This employee shall not then be eligible to bid on any posting with the Board until a period of three

(3) months has elapsed.

20.07 New Employee

A new employee other than those employees described in this Article, who is hired by the Board as an apprentice shall accumulate seniority during their apprenticeship except for the provisions of lay-off and bumping rights which shall be suspended. Should this employee not complete or not be hired as a journeyman, he shall not be eligible to be offered the opportunity to bid into a position held by the most junior employee applicable to those employees as described in Clause 20.06, however, should this employee complete his apprenticeship and be hired as Journeyman, he will be credited with all previously suspended seniority rights.

20.08 Board Discretion

Upon the completion of the apprenticeship training program, permanent employment as a Journeyman shall be entirely a matter for the discretion of the Board. Notice of the Board's intent to offer permanent employment shall be given to the employee within two (2) weeks following the completion of the Indenture Period.

20.09 Apprentice Rates of Pay

The rate of pay will be identified as a percentage of the Journeyman's rate as follows:

1 – 6 months	60%	25 – 30 months	80%
7 – 12 months	65%	31 – 36 months	85%
13 – 18 months	70%	27 – 42 months	90%
19 – 24 months	75%	43 – 48 months	95%

If the apprenticeship is less than the above four (4) year program, the rate of pay percentages will be adjusted for the period of the apprenticeship.

## **ARTICLE 21 - LABOUR-MANAGEMENT COMMITTEE**

### 21.01 Labour-Management Committee

A Labour-Management Committee shall be set up comprised of representation of the Board and up to four (4) members of the Union.

### 21.02 Function of Labour-Management Committee

The Labour-Management 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.

### 21.03 Committee Meetings

Meetings may be called by either party to be held at a time and place mutually agreed upon.

### 21.04 Employee Attendance

Employees will not suffer a loss of pay or benefits for attendance at such meetings and a maximum of eight (8) hours per year will be available for allocation to employees who attend on their own time.



## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

### 22.01 Definition

A change which through the introduction of equipment, materials or processes results in the redundancy or substantially alters the nature of the work of one or more regular employees.

### 22.02 Advance Notice

When the Board is considering the introduction of technological change, they will:

- (a) notify the Union in writing as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made;
- (b) provide the Union in writing at least one hundred and twenty (120) days before the introduction of a technological change with a detailed description of the project including:
  - i) the nature of the change
  - ii) the date on which the Board proposes to effect the change
  - iii) approximate number, type and location of employees likely to be affected by the change
  - iv) the effects the change can be expected to have on employees working conditions and terms of employment.

### 22.03 Consultation

The Labour/Management Committee will meet within fifteen (15) days of advice by the Board that it plans to introduce a technological change. This Committee will work toward eliminating adverse effects on employees which might result from such changes.

### 22.04 Income Protection

An employee whose job classification is changed or who is transferred to another assignment by virtue of technological change will suffer no reduction in normal earnings until such time as the Agreement rate for his new position is equal to his actual rate of pay.

## 22.05 Transfer Arrangements

An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for which they have seniority and which they have the qualifications and ability to perform. If there is no vacancy, they shall have the right to displace employees with less seniority in accordance with Article 17 – Lay-Offs and Recalls.

## 22.06 Training Benefits

Where new or greater skills are required by an employee to carry out their work in the district as a result of technological change than are already possessed by the employee, such employees shall at the expense of the Board be given a period of time not to exceed ninety (90) days in which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rate during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

## 22.07 Additional Training

If additional training time is required beyond the ninety (90) days provided for in Clause 22.06 – Training Benefits, additional training time shall be at the expense of the employee. However, the position available will be held for the employee for the period of time agreed on and provided the employee successfully completes the training program.

## 22.08 Training Period

The training period provided for in this article shall be given during normal working hours whenever possible. Any time devoted to training due to technological change shall be considered as time worked.

## 22.09 Training Programs

Training programs will be developed in consultation with the Union and where applicable the manufacturers representative. When on-site training is necessary relief personnel will be provided for a reasonable period of time, if required.

## 22.10 No New Employees

No additional regular employees shall be hired by the Board until the employees affected by the change have been notified of the proposed technological change and allowed the ninety (90) days to acquire the necessary knowledge or skill to retain their employment.

### 22.11 New Classifications

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Board mutually agree to exclude them.

If the parties are unable to agree on the classification or rate of pay for the job in question, the issue shall be resolved in accordance with Article 9 – Wages/Reclassification and Matters Incidental Thereto.

### 22.12 Severance

Following a twelve (12) 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 will be paid on the basis of one (1) weeks pay at the regular rate of the position last occupied, for every year of service with the Board.

## **ARTICLE 23 - DISCIPLINE, DISMISSAL and RESIGNATIONS**

### 23.01 Dismissal for Just Cause

Employees who are dismissed for just cause are not entitled to two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.

### 23.02 Notice of Termination

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.

### 23.03 Resignations

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.

### 23.04 Representation

- (a) 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 his work up to a required standard by a given date, the Board shall forthwith give written particulars of such censure to the Recording Secretary of the Union. The employee will be accompanied by the Shop Steward.
- (b) If during a discussion with a supervisor an employee feels representation is required because of possible disciplinary consequences, he/she shall be allowed upon request to have a Shop Steward or Area Representative present.

### 23.05 Records of Discipline

Records of discipline on file for over twelve (12) months will be withdrawn providing there has not been a continuation of an offence. Only those records of more than one (1) year shall be deleted.

### 23.06 Access to Personnel File

All employees shall have the right, after reasonable notice, to review their personnel file in the presence of an Employer Representative during regular office hours, but

on the employee's own time. The employee may have a Union Representative attend, on their own time, to review their file if they so choose. The employee may print a copy of the documents in their file during the review.

## **ARTICLE 24 - GRIEVANCE PROCEDURE**

### **24.01 Grievance Procedure**

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**

The employee or employees concerned, in person, with a Union representative, shall first seek to settle the dispute with the appropriate Supervisor.

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

#### **Stage 2**

Failing a satisfactory settlement within fifteen (15) working days 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 the Secretary-Treasurer, or designate, of the Board.

#### **Stage 3**

Failing a satisfactory settlement within fifteen (15) working days after a grievance has been submitted under Stage 2, the dispute may be submitted to the Board Committee which shall meet with the Union's representative within fifteen (15) working days of being requested to so meet.

#### **Stage 4**

Failing a satisfactory settlement within fifteen (15) working days after the dispute was submitted under Stage 3, the Union may, on giving fifteen (15) working day's notice in writing to the Board of their intention, refer the dispute to a Board of Arbitration.

### **24.02 Grievances of the Board**

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

#### 24.03 In Writing

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

#### 24.04 Policy Grievances

Policy grievances will be initiated at Stage 2 of this procedure.

#### 24.05 Timelines

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 24.01 of Article 24 – Grievance Procedure. The time limitations set out in Article 24 – Grievance Procedure may be extended by mutual agreement of the parties.

## **ARTICLE 25 - ARBITRATION**

### 25.01 Consensual Mediation - Arbitration

If the parties mutually agree, the provisions of Section 105 of the Labour Relations Code (Consensual mediation-arbitration) may be invoked instead of the arbitration process contained in this article.

### 25.02 Single Arbitrator

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, Mr. Ready, or a substitute agreed to by the parties, shall at the request of either party:

- i) investigate the difference;
- ii) define the issues in the differences; and
- iii) make written binding decision to resolve the difference within five (5) working days of the date of receipt of the request and for those five (5) working days from that date, time does not run in respect of the grievance procedure.

### 25.03 Jurisdiction of the Arbitrator

An officer named 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 officer shall be final and binding on both parties.

### 25.04 Settling Disputes

Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 24 – Grievance Procedure and Article 25 - 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 services, and the Board shall not lock out the employees.



#### 25.05 Expenses

Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case. Chairman's expenses shall be shared equally.

#### 25.06 Witnesses/Access to Premises

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 arrangements will 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.

#### 25.07 Timelines

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 24.01 The time limitations set out in Article 25 – Arbitration may be extended by mutual agreement of the parties.

**ARTICLE 26 - TERM OF AGREEMENT**

26.01 Term

This Agreement shall remain in effect commencing July 1, 2014 through the period ending June 30, 2019.

26.02 Notice

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 Agreement to Continue in Force

In the event that a new Collective Agreement is not in place by the expiry date, the terms of this Agreement are deemed to remain in effect until:

- (a) a new Agreement has been negotiated, or
- (b) the right of the Union to represent the employees in the bargaining unit has been terminated, whichever occurs first

26.04 Retroactivity

If negotiations extend beyond the termination of the Agreement, any revisions negotiated will come into effect at the date of ratification unless otherwise specified.

26.05 Changes in Agreement

Any changes deemed necessary to this Collective Agreement may be made by the mutual agreement of the parties at any time during the existence of this Agreement.

IN WITNESS THEREOF the parties have executed this Agreement under Seal, this 26<sup>th</sup> of January , 2015.

FOR THE BOARD:

FOR THE UNION:

\_\_\_\_original signed by\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_original signed by\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_Marcy VanKoughnett\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_Roger Smith\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_Natalie Verigin\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_Anita Salsiccioli\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A**  
**WAGES**

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%*	July 1 2018 0.5%	May 1 2019 1.0%*
Meals Program Assistant	\$ 17.20	\$ 17.37	\$ 17.37	\$ 17.46	\$ 17.63	\$ 17.72	\$ 17.90	\$ 17.99	\$ 18.17
Meals Program Operator	\$ 20.38	\$ 20.58	\$ 20.58	\$ 20.69	\$ 20.89	\$ 21.00	\$ 21.21	\$ 21.31	\$ 21.53
Custodian	\$ 21.60	\$ 21.82	\$ 21.82	\$ 21.93	\$ 22.14	\$ 22.26	\$ 22.48	\$ 22.59	\$ 22.82
General Maintenance	\$ 21.74	\$ 21.96	\$ 21.96	\$ 22.07	\$ 22.29	\$ 22.40	\$ 22.62	\$ 22.74	\$ 22.96
Maintenance Assistant	\$ 22.26	\$ 22.48	\$ 22.48	\$ 22.60	\$ 22.82	\$ 22.94	\$ 23.16	\$ 23.28	\$ 23.51
Library Assistant	\$ 22.26	\$ 22.48	\$ 22.48	\$ 22.60	\$ 22.82	\$ 22.94	\$ 23.16	\$ 23.28	\$ 23.51
Painter Assistant	\$ 22.26	\$ 22.48	\$ 22.48	\$ 22.60	\$ 22.82	\$ 22.94	\$ 23.16	\$ 23.28	\$ 23.51
Office Assistant - Board Office	\$ 23.01	\$ 23.24	\$ 23.24	\$ 23.36	\$ 23.59	\$ 23.71	\$ 23.94	\$ 24.06	\$ 24.31
Office Assistant - Career Preparation	\$ 23.01	\$ 23.24	\$ 23.24	\$ 23.36	\$ 23.59	\$ 23.71	\$ 23.94	\$ 24.06	\$ 24.31
Office Assistant - Schools	\$ 23.01	\$ 23.24	\$ 23.24	\$ 23.36	\$ 23.59	\$ 23.71	\$ 23.94	\$ 24.06	\$ 24.31
Office Assistant - Payroll	\$ 23.01	\$ 23.24	\$ 23.24	\$ 23.36	\$ 23.59	\$ 23.71	\$ 23.94	\$ 24.06	\$ 24.31
Repairperson	\$ 23.01	\$ 23.24	\$ 23.24	\$ 23.36	\$ 23.59	\$ 23.71	\$ 23.94	\$ 24.06	\$ 24.31
Groundsperson	\$ 23.01	\$ 23.24	\$ 23.24	\$ 23.36	\$ 23.59	\$ 23.71	\$ 23.94	\$ 24.06	\$ 24.31
Aboriginal Support Worker	\$ 23.27	\$ 23.50	\$ 23.50	\$ 23.62	\$ 23.86	\$ 23.98	\$ 24.22	\$ 24.34	\$ 24.58
Meals Program Co-ordinator	\$ 23.27	\$ 23.50	\$ 23.50	\$ 23.62	\$ 23.86	\$ 23.98	\$ 24.22	\$ 24.34	\$ 24.58
Education Assistant	\$ 23.27	\$ 23.50	\$ 23.50	\$ 23.62	\$ 23.86	\$ 23.98	\$ 24.22	\$ 24.34	\$ 24.58
Child Care Worker (K-7)	\$ 23.27	\$ 23.50	\$ 23.50	\$ 23.62	\$ 23.86	\$ 23.98	\$ 24.22	\$ 24.34	\$ 24.58
Administrative Assistant - Board Office	\$ 23.27	\$ 23.50	\$ 23.50	\$ 23.62	\$ 23.86	\$ 23.98	\$ 24.22	\$ 24.34	\$ 24.58
Administrative Assistant - Central Call-out	\$ 23.27	\$ 23.50	\$ 23.50	\$ 23.62	\$ 23.86	\$ 23.98	\$ 24.22	\$ 24.34	\$ 24.58
Information Systems - Help Desk	\$ 23.27	\$ 23.50	\$ 23.50	\$ 23.62	\$ 23.86	\$ 23.98	\$ 24.22	\$ 24.34	\$ 24.58
Visual Language Interpreter	\$ 23.82	\$ 24.06	\$ 24.06	\$ 24.18	\$ 24.42	\$ 24.54	\$ 24.79	\$ 24.91	\$ 25.16
Tradesman 1st Class	\$ 24.03	\$ 24.27	\$ 24.27	\$ 24.39	\$ 24.64	\$ 24.76	\$ 25.01	\$ 25.13	\$ 25.38

**SCHEDULE A**  
**WAGES**

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%*	July 1 2018 0.5%	May 1 2019 1.0%*
Bus Driver	\$ 24.34	\$ 24.58	\$ 24.58	\$ 24.71	\$ 24.95	\$ 25.08	\$ 25.33	\$ 25.46	\$ 25.71
Child and Youth Care Worker (Gr 8-12)	\$ 24.34	\$ 24.58	\$ 24.58	\$ 24.71	\$ 24.95	\$ 25.08	\$ 25.33	\$ 25.46	\$ 25.71
Administrative Assistant - Schools	\$ 24.34	\$ 24.58	\$ 24.58	\$ 24.71	\$ 24.95	\$ 25.08	\$ 25.33	\$ 25.46	\$ 25.71
Administrative Assistant - Maintenance	\$ 24.34	\$ 24.58	\$ 24.58	\$ 24.71	\$ 24.95	\$ 25.08	\$ 25.33	\$ 25.46	\$ 25.71
Administrative Assistant - Student Data	\$ 24.34	\$ 24.58	\$ 24.58	\$ 24.71	\$ 24.95	\$ 25.08	\$ 25.33	\$ 25.46	\$ 25.71
Senior Alternate Program Assistant	\$ 24.34	\$ 24.58	\$ 24.58	\$ 24.71	\$ 24.95	\$ 25.08	\$ 25.33	\$ 25.46	\$ 25.71
Education Assistant - Deaf/Blind Intervener	\$ 24.34	\$ 24.58	\$ 24.58	\$ 24.71	\$ 24.95	\$ 25.08	\$ 25.33	\$ 25.46	\$ 25.71
Communications Disorder Assistant	\$ 24.34	\$ 24.58	\$ 24.58	\$ 24.71	\$ 24.95	\$ 25.08	\$ 25.33	\$ 25.46	\$ 25.71
Accounts Payable	\$ 24.44	\$ 24.68	\$ 24.68	\$ 24.81	\$ 25.06	\$ 25.18	\$ 25.43	\$ 25.56	\$ 25.82
Administrative Assistant - District Support and Data	\$ 24.64	\$ 24.89	\$ 24.89	\$ 25.01	\$ 25.26	\$ 25.39	\$ 25.64	\$ 25.77	\$ 26.03
Payroll	\$ 26.29	\$ 26.55	\$ 26.55	\$ 26.69	\$ 26.95	\$ 27.09	\$ 27.36	\$ 27.49	\$ 27.77
Aboriginal Cultural Program Co- ordinator	\$ 26.29	\$ 26.55	\$ 26.55	\$ 26.69	\$ 26.95	\$ 27.09	\$ 27.36	\$ 27.49	\$ 27.77
Information Systems - Technologist	\$ 28.91	\$ 29.20	\$ 29.20	\$ 29.35	\$ 29.64	\$ 29.79	\$ 30.08	\$ 30.24	\$ 30.54
Information Systems - Network Administrator	\$ 31.06	\$ 31.37	\$ 31.37	\$ 31.53	\$ 31.84	\$ 32.00	\$ 32.32	\$ 32.48	\$ 32.81
Journeyman Tradesperson	\$ 31.14	\$ 31.45	\$ 31.45	\$ 31.61	\$ 31.92	\$ 32.08	\$ 32.41	\$ 32.57	\$ 32.89
Information Systems - Team Leader	\$ 33.23	\$ 33.56	\$ 33.56	\$ 33.73	\$ 34.07	\$ 34.24	\$ 34.58	\$ 34.75	\$ 35.10

\*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" - WAGES**

1. Custodian in charge of a one-man school shall receive twenty-one cents (.21) per hour in addition to his regular rate of pay.
2. A Chief Custodian must be designated, in writing, by the Director of Operations or his designate, and is responsible for the overall cleanliness of the school.
3. Chief Custodian shall receive twenty-one cents (.21) per hour and nine cents (.09) per hour for each custodian in the facility.
4. A leadhand must be designated by the Director of Operations or designate and is responsible for supervising other employees.
5. A Leadhand shall receive not less than ten percent (10%) above the highest rate classification under their supervision.
6. The Board will recognize Trades Qualifications as Journeymen and pay Journey rates.
7. Any employee, who has been requested in writing to act as a trainer will be paid ten (10%) percent per hour over and above his regular rate while doing the training including any preparation time as approved.
8. The Memorandum of Agreement Re: pay Equity, signed February 17, 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.
9. Apprentice rates are as per Clause 20.09 – Rate of Pay and Schedule "A".



- The Assistant Director of Operations will set this schedule in conjunction with building Administrators and this schedule will be made available to the Union. Any changes to this schedule must go through the Assistant Director of Operations to be reviewed and all parties will be made aware of the changes.
- Custodians who are scheduled for five (5) hours or more are entitled to a paid meal break of thirty minutes. It is the expectation that custodians will remain in their buildings during this paid lunch break.

#### Day Shift

- All custodians working regular dayshift shall work a maximum scheduled shift of eight and one half (8½) hours, including a half (½) hour unpaid meal break, between the hours of 6:00 am-4:30 pm.
- The Assistant Director of Operations will set this schedule in conjunction with building Administrators and this schedule will be made available to the Union. Any changes to this schedule must go through the Assistant Director of Operations to be reviewed and all parties will be made aware of the changes.

#### PRO-D DAY HOURS

- All custodians will work 8:00 am -4:00 pm which includes a half (½) hour paid meal break. It is the expectation that custodians will remain in their buildings during this paid meal break.

#### SCHOOL HOLIDAYS (CHRISTMAS BREAK, SPRING BREAK AND SUMMER BREAK)

- All custodians will work a maximum scheduled shift of eight and a half (8½) hours, including a half (½) hour unpaid meal break, between the hours of 7:00 am -3:30 pm. (The Board Office custodian is the exception to this and their hours will be set by the Assistant Director of Operations).

### 3. Maintenance Crews

Day Shift - 7:00 am to 3:30 pm (includes one half (½) hour unpaid mealbreak)

### 4. School Holidays (for employees other than custodians) (excluding Pro D Day)

All employees - 7:00 am - 3:30 pm (includes one half (½) hour unpaid mealbreak)

5. Clerical, Education Assistant, Child Care Worker, Child/Youth Care Worker and Cafeteria, Aboriginal Support Worker, Aboriginal Cultural Program Co-ordinator

Day Shift - between 7:00 am – 4:00 pm

6. Coffee Breaks

An employee whose shift is four (4) hours or more per day but less than six and one half (6 1/2) is entitled to one (1) fifteen (15) minute paid coffee break. An employee whose shift is six and one half hours (6 1/2) hours or greater is entitled to two (2) fifteen (15) minute paid breaks, one (1) in each half of the shift. No employee will be expected to perform the duties of his job while on break, except in the case of an emergency.

7. Meal Breaks

Employees scheduled for more than four (4) hours will be entitled to an unpaid meal break of a minimum of thirty (30) minutes. Custodians who are scheduled for five (5) hours or more are entitled to a paid meal break of thirty (30) minutes, except on school holidays.

8. Exclusions

The hours of work schedule will only be varied by written mutual agreement. The parties agree that the exceptions at the time of ratification will continue during the duration of this collective agreement.



**SCHEDULE "C"**  
**CLASSIFICATIONS**

Employees shall be classified as follows:

1. **Meals Program Assistant**

An employee in this classification is engaged in a variety of food services tasks in the school meals program or cafeteria programs.

2. **Meals Program Operator**

An employee in this classification is engaged in a variety of food services tasks in the school meals program or cafeteria programs.

3. **Meals Program Coordinator**

An employee in this classification is engaged in the coordination of food services tasks in the school meals program or cafeteria programs.

4. **Library Assistant**

An employee in this classification processes and circulates resources, takes inventory, performs clerical duties and monitors students.

5. **Office Assistant – Board Office**

An employee in this classification performs a variety of clerical/receptionist tasks including operating central call-out.

6. **Office Assistant – Career Preparation**

An employee in this classification performs a variety of administrative and clerical duties in support of Career Education/Preparation programs.

7. **Office Assistant – Schools**

An employee in this classification performs a variety of clerical and/or reception tasks.

8. **Administrative Assistant – Student Data**

An employee in this classification performs a variety of administrative and clerical duties, including maintaining records on a variety of databases, and provides general office administrative assistance.

9. **Administrative Assistant – Schools**

An employee in this classification is responsible for the operation of a school office. This includes performing a variety of administrative, financial and clerical duties.

10. **Administrative Assistant – Maintenance**

An employee in this classification is responsible for the operation of the maintenance office. This includes performing a variety of administrative, clerical and reception duties and the dispatching of employee replacements.

11. **Administrative Assistant – District Support and Data**

An employee in this classification supports Education and Support services; this employee functions at the district level, and organizes collection, storage and retrieval systems for a wide range of educational data.

12. **Accounts Payable**

An employee in this classification performs a variety of accounting and clerical tasks.

13. **Payroll**

An employee in this classification prepares and processes payrolls, maintains payroll records, prepares a variety of reports and responds to inquiries.

14. **Child Care Worker (K-7)**

An employee in this classification provides support services to students at the elementary level who experience behaviour, social/emotional, or mental health problems.

15. **Child Care Worker (K-7) – Driving**

An employee in this classification provides support services to students at the elementary level who experience behaviour, social/emotional, or mental health

problems and will be required to transport student(s) in their personal vehicle as needed.

16. **Child/Youth Care Worker (grades 8-12)**

An employee in this classification provides support and life skills training to students at the secondary level who experience behaviour, social/emotional, or mental health problems.

17. **Child/Youth Care Worker (grades 8-12) – Driving**

An employee in this classification provides support and life skills training to students at the secondary level who experience behaviour, social/emotional, or mental health problems and will be required to transport student(s) in their personal vehicle as needed.

18. **Education Assistant**

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

19. **Education Assistant – Driving**

An employee in this classification provides a broad range of support services to students with special educational needs either in groups or individually and will be required to transport student(s) in their personal vehicle as needed.

20. **Senior Alternate Program Assistant**

An employee in this classification provides assistance to teachers and students within a computer managed learning environment.

21. **Communications Disorder Assistant (CDA)**

An employee in this classification provides services within the mandates of Speech Language Pathology in an adjunctive capacity with a qualified Speech-Language Pathologist within school settings.

22. **Education Assistant - Deaf/Blind Intervener**

An Employee in this classification must be able to perform interpretation, tutor students, modify and prepare specialized teaching materials, compile and update student records and monitor student behaviour.

23. **Visual Language Interpreter**

An employee in this classification is expected to possess the knowledge and ability to translate and interpret, in Sign language, the language complexities of the classroom(s) at a level consistent with the student(s) cognitive and academic needs. Incumbents will be required to provide technical, manual and/or hands on support to students and teachers while organizing and participating in instruction for hearing impaired student(s). Work is varied in that it could involve working with students and/or teachers as either part of a classroom team or providing District support in their area of expertise.

24. **Aboriginal Support Worker**

An employee in this classification, in partnership with Aboriginal families, will assist Aboriginal students to successfully participate in school. They will assist with bridging cultural differences and supporting behavioural and academic excellence within a cultural framework.

25. **Aboriginal Cultural Program Coordinator**

An employee in this classification coordinates the development and arranges the implementation of aboriginal educational cultural programs.

26. **Custodian**

An employee in this classification provides custodial services, individually or as a member of a crew, and performs minor maintenance tasks in accordance with established district standards and procedures.

27. **Bus Driver**

An employee in this classification is engaged in transporting students.

28. **General Maintenance**

An employee in this classification is engaged in general maintenance of district buildings and grounds.

29. **Groundsperson**

An employee in this classification is engaged in the repair and maintenance of all district grounds and grounds equipment.

30. **Information Systems Technologist**

An employee who designs, implements and supports district information systems

31. **Repairperson**

An employee in this classification is engaged in the repair and maintenance of district vehicles, buildings and grounds under the guidance of the appropriate journeyman.

32. **Carpenter**

An employee in this classification is engaged in construction, maintenance and repairs of all district buildings, equipment and furniture.

33. **Electrician**

An employee in this classification is engaged in electrical installations, repairs and maintenance of district buildings and equipment.

34. **Plumber/Gasfitter**

An employee in this classification is engaged in the construction, repairs and maintenance of district plumbing, heating ventilation and air conditioning (HVAC) systems.

35. **Mechanic**

An employee in this classification is engaged in the repair and maintenance of all district vehicles and equipment.

36. **Millwright**

An employee in this classification is engaged in fabrication, repair and maintenance of district equipment using a variety of trade skills.

37. **Painter**

An employee in this classification is engaged in painting and finishing of district buildings, equipment and furniture.

35. **Painter Assistant**

The position is to assist a journeyman painter in prepping for paint and painting as directed.

36. **Team Leader – Information Systems**

The position is a hands-on technical professional who leads the day-to-day operations of the information systems team. The candidate will also design, implement and support projects and district information systems.

37. **Administrative Assistant – Board Office**

An employee in this classification performs a variety of clerical tasks including operating central call-out and rentals. The employee is responsible for assisting in the preparation of payroll documents in anticipation of processing of the payrolls by payroll staff.

38. **Administrative Assistant – Central Callout**

An employee in this classification is responsible for the operation of the district's central callout. This includes performing a variety of administrative and clerical duties.

41. **Maintenance Assistant**

The position is a hands-on snow plow operator, sander operator, tractor operator and bus mover.

42. **Office Assistant Payroll**

An employee in this classification is responsible for assisting in the preparation of payroll documents in anticipation of processing of the payrolls by payroll. This includes performing a variety of administrative and clerical duties.

43. **Tradesmen 1<sup>st</sup> Class**

An employee, qualified and holding T.Q. certification in a trade and regularly performing the work of the particular trade. Such employees must accept the responsibility of the trade in which they are employed but may be required to work as needed to fill in on other jobs if necessary, at no reduction in pay. Placement in this category is dependent upon proof of competency, ability and efficiency acceptable to the Board, regular performance of work in the specific grade, and appointment of the employee by the Board of this category.

**APPENDIX "A"**  
**"A" TRIPS**

**Definition:** A trip that originates during the week (Monday to Friday), scheduled to be eight (8) hours or more; or any trip originating on Saturday, Sunday or a Statutory Holiday.

**Eligibility:** (i) Regular full and part-time drivers  
(ii) Temporary status drivers (as of date of ratification)

**Trip Board:** Established each September. Starting with the senior driver.

**Payment:** Monday-Friday:  
Driver's posted shift or actual driving time, whichever is greater. Drivers who do not hold a posted position will receive a minimum of four (4) hours or actual driving time, whichever is greater.

Saturday/Sunday/Statutory Holiday:  
Minimum of four (4) hours per day or actual driving time, whichever is the greater.

All time is at straight time inclusive of waiting time, lunch time, fueling, and sweeping. When a trip ends after midnight, a minimum of two (2) hours or actual driving time will be paid, whichever is the greater.

**Meal Allowance:**

For eight (8) or more hours the daily per diem of forty dollars (\$40.00) is paid.

For a complete four (4) hour run one of the following will apply:

Breakfast	12:01 am – 12:00 pm	\$ 8.00}	
Lunch	12:01 pm – 6:00 pm	\$12.00}	\$40.00
Dinner	6:01pm – 12:00 am	\$20.00}	

**Room Provision:**

For overnight trips, the Board shall provide suitable accommodations for the driver which, if possible, will be in the same Hotel/Motel as the passengers but not in close proximity to the passengers.

**Limit to Supervision:**

A driver will not supervise students over and above the normal supervision while performing the duties of his job.

**Emergency:** In the event that no bus driver is available, the Board may employ other CUPE members holding the appropriate licence. Such qualified persons must participate in training procedures, as determined by the Board.

**Cancellation:** If a trip is cancelled the same day it was scheduled to take place, the driver will be assigned a minimum of two (2) hours work.

**General:**

- i) New appointees and/or replacement will automatically be added to the list of drivers.
- ii) If a driver refuses a trip, his name will go to the bottom of the Trip Board.
- iii) All trips are on a rotational basis.
- iv) All trips will be posted one (1) week in advance of the departure date whenever possible.
- v) Every effort will be made to provide the driver(s) with an itinerary at least three (3) days in advance of the departure of the trip. This itinerary will include the latest possible return time.
- vi) Drivers travelling under hazardous road conditions will be assigned a vehicle provided with emergency communication devices.
- vii) Board funded curricular/extra-curricular trips, will be allocated to qualified C.U.P.E. drivers.
- viii) If a trip is cancelled within forty-eight (48) hours of departure, the driver will have the option to bump another assigned trip, or to accept the next available trip.



**APPENDIX "A"**  
**"B" TRIPS**

**Definition:** A trip that takes place between Monday-Friday and is less than eight (8) hours.

**Eligibility:** "B" Trips are assigned at the discretion of the Director of Operations or designate and are generally based on the availability of drivers as well as departure time of busses. All attempts will be made to use regular drivers upon completion of their regular assigned duties.

**Payment:** From time of departure to arrival at Bus Garage including fuelling and sweeping the bus. All time is at straight time inclusive of waiting and lunch time.

Minimum of two (2) hours for return trips that start before or conclude after school hours. If it exceeds eight (8) hours – "A" Trip allocations apply.

**Emergency Drivers:**

Would include the Groundsmen or Mechanics only in the event that no Bus Driver is available, provided they hold the appropriate licence. In the event that no bus driver is available, the Board may employ other CUPE members holding the appropriate licence. Such qualified person must participate in training procedures, as determined by the Board.

**Cancellation:**

If a temporary or casual employee has reported for work prior to the cancellation of the trip, two (2) hours work will be assigned.

**Limit to Supervision:**

A driver will not supervise students over and above the normal supervision while performing the duties of his job.

**APPENDIX "B"**  
CALL-OUT PROCEDURE

1. A Call-out list is established from qualified candidates by Management every September.

Notification of Availability

Any employee not available for call-out for any period of time in excess of five (5) working days will notify the Board of the day(s) they will not be available. If they are not able to specify the period of absence, they will be required to notify the Board of their availability upon return.

2. (a) For Education Assistant Substitutes only

A minimum of three candidates included in the call-out list will receive special training by the Public Health Nurse or other qualified person(s) to administer procedures for medically fragile students. These candidates are selected on the basis of interest, length of service, experience and qualifications.

- (b) Once an employee becomes a regular employee and his name is removed from the call-out list, a replacement will be trained in order to have a least two (2) available substitutes to administer procedures to the medically fragile students.
- (c) Substitutes who have received the special training will be called in order of the most days worked from this particular group. This could mean that they will bypass another sub with more seniority who has not received the special training.

3. Substitutes are called in the following order:

1. Laid-off employees as per Article 17 - Lay-Offs and Recall.
2. Regular part-time employees who can add additional hours to part time hours.
3. Temporaries in order of seniority date.
4. Casuals who have completed between thirty to fifty -nine (30-59) shifts.
5. Casuals who have completed between one to twenty-nine (1-29) shifts on a rotational basis.

4. Substitutes are called by the immediate supervisor(s) or designate. A record will be kept of the date and time of each call.

5. If a substitute does not answer the call, the next sub on the list will be called until one has been reached and agrees to substitute.
6. A substitute refusing to take on a work assignment without good and sufficient cause:
  - (a) on three (3) consecutive occasions; or
  - (b) five (5) calls within a school year,

will be removed from the list. It is therefore in the best interest of the sub to make himself available for work.

Rejection of a work assignment that involves travel in excess of 100 km round trip shall be treated as good and sufficient cause by both parties.

7. If the Supervisor is not satisfied with the substitutes' work or work habits within the first fifty-nine (59) days worked, the sub will be notified in writing and he will be dropped from the list.
8. Once a sub has accepted a job assignment, he will remain in that assignment regardless of the daily hours for the remainder of the week.
9. The first person eligible to be called out will, whenever possible, have the opportunity to work the most hours available. Eligibility is defined in #3.
10. Trades

In an emergency situation and if necessary as determined by the Director of Operations trades personnel will be called out in order of seniority and qualifications. The emergency callout procedures will be posted at each school district site on the CUPE bulletin board.

### Call Out Time Lines

Direct Student Support Services, clerical and cafeteria meals employees must call in by 6:30am for same day emergency absences. Callouts will generally be made between 7:00am – 8:00am each day.

For afternoon shift custodians, employees must call in by 10:00am for same day emergency absences. Callouts will generally start at 11:00am.

For bus drivers and day shift custodians, employees must call in by 5:00am for same day emergency absences. Callouts will generally be made by 6:00am.

For all other known absences for Direct Student Support Services, clerical and cafeteria, employees must call in at least five days in advance.

Advance callouts will be made on an as needed basis, pursuant to paragraph 3, 4 and 5.

**APPENDIX "C"**  
**VOLUNTEERS**

Excerpts from the School Act:

Parent volunteers

7.1 Subject to this Act, the regulations and any rules of a board, a parent of a student may provide volunteer services at or for a school.

Board use of volunteers

- 26.1 (1) A board must not use a volunteer to provide services that would result in the displacement of an employee.
- (2) A provision of a collective agreement between a board and employees, including a teachers' collective agreement, that limits the use of volunteers in a manner other than as is described in subsection (1) is void.

**APPENDIX "D"**  
MATERNITY/PARENTAL LEAVE

Excerpts from Employment Standards Act:

SECTION 50

Pregnancy Leave

- 1) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave.
  - a) beginning
    - i) no earlier than eleven (11) weeks before the expected birth date, and
    - ii) no later than the actual birth date, and
  - b) ending
    - i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
    - ii) no later than seventeen (17) weeks after the actual birth date.
- 2) An employee who requests leave under this article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of birth or the termination of the pregnancy.
- 3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to work when her leave ends under subsection (1) or (2).
- 4) A request for leave must
  - a) be given in writing to the employer.
  - b) If the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - c) If required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy

terminated or stating the reasons for requesting additional leave under subsection (3).

- 5) A request for a shorter period under subsection (1) (b) (i) must
  - a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
  - b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work

## SECTION 51

### Parental Leave

- 1) An employee who requests parental leave under this section is entitled to,
  - a) For a birth mother who takes leave under section 50 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave take under section 50 unless the employer and employee agree otherwise.
  - b) For a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
  - c) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after that event, and
  - d) For an adopting parent, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after the child is placed with the parent.
- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

- 3) A request for leave must
  - a) be given in writing to the employer,
  - b) if the request is for leave under subsection (1) (a) (b) or (c), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
  - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement leave.
- 4) An employee's combined entitlement to leave under section 50 and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.



**LETTER OF UNDERSTANDING #1**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Retention of Benefits

It is hereby agreed between the two parties that the clerical employees in the former School District No. 9 (Castlegar) on staff as of January 1, 1981 will continue to receive the following benefits:

Sick Leave – 1  $\frac{3}{4}$  days per month; accumulation 180 days.

Compassionate Leave – Serious illness – immediate family. Up to 6 days per year.

Compassionate Leave – Death in Immediate family. Up to 6 days per year.

Names of Employees:

NACCARATO, Marie

WISHLOFF, Chris

**LETTER OF UNDERSTANDING #2**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Discretionary Days

It is hereby agreed between the two parties that the clerical employees in the former School District No. 9 (Castlegar) on staff as of January 1, 1981 will continue to receive the following benefits:

Discretionary Day – One day per year (non-accumulative)

Names of Employees:

WISHLOFF, Chris  
NACCARATO, Marie

**LETTER OF UNDERSTANDING #3**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Provincial Athletic Championship Trips

It is hereby agreed between the two parties that Provincial Athletic Championship trips may be driven by non-bargaining unit members provided:

1. The trip is for the purpose of a Provincial Athletic Championship.
2. The trip will be in excess of three (3) days or seventy-two (72) hours.
3. The trip requires travel in excess of one hundred and fifty kilometres (150 km) one way.

Subject to the mutual agreement it is agreed that self funded trips in School District vehicles may be driven by non-bargaining unit member.

**LETTER OF UNDERSTANDING #4  
Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Bus Routes

The Union and the Board agree that certain bus routes include the hours required for the regularly scheduled therapeutic recreation. The Union and the Board also agree that from year to year specific routes for regularly scheduled therapeutic recreation change. The Board will notify the Union each year in writing by October 31<sup>st</sup> of any changes in therapeutic recreation routes.

**LETTER OF UNDERSTANDING #9**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Minimum Hours

Minimum of four (4) hour positions

It is agreed that the Board will establish positions as follows:

- As part-time, regular positions become vacant, or new positions created, the Board and the Union will meet to determine if that position can be combined with another position to create a combined position that would be as close to full time hours as possible.
- Decisions to create positions not less than four (4) hours must consider needs of students and the ability of the District to operate in the most efficient manner.
- No employee currently working more than four (4) hours per day shall be reduced to accommodate this.
- No employee will be scheduled to work less than four (4) hours per day.

## **LETTER OF UNDERSTANDING #11**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Postings Resulting from Employees on Long-Term Leave

When an employee holding a regular position is on Long Term Disability (LTD) or any other extended leave (defined as six (6) months or more) approved by the Board, the position normally held by the employee on LTD or leave will be posted as a regular position.

Prior to returning from LTD or Leave the employee, when possible, will provide the Board with at least two (2) weeks notice. No matter their classification, the employee will return to the position they previously held. The employee displaced by the returning employee, no matter their classification, shall exercise their bumping rights contained in Article 17 – Layoffs and Recall, Clause 17.05 – Bumping. If the original regular position no longer exists; then the returning employee will exercise their rights under Article 17.

Both Parties acknowledge that through the return of the employee from LTD or extended approved leave there may be bumping and layoffs.

**LETTER OF UNDERSTANDING #14**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Self-funded Leave

Employees may apply to the Secretary Treasurer or designate for a self-funded leave. This means that the employee will apply to have a portion of his income deferred for a specified period of time and will then take a leave of absence during which he will be paid the wages which he has deferred earlier. Employees returning from leave will return to their previous assignment. Should that assignment no longer exist they would exercise their bumping rights under the collective agreement.

Leaves shall be a minimum of five (5) months and will commence and conclude at a time approved by the Secretary-Treasurer or designate.

A detailed application will be made to the Secretary-Treasurer's Office.

## **LETTER OF UNDERSTANDING #15**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Article 17 – Lay-Offs and Recall, Clarification Process

Whereas both parties recognize that all job descriptions have the phrase "or an equivalent combination of education, training or experience" included in the required abilities and qualifications section, the following procedure explains how an employee bumps or posts outside his current classification.

1. If the employee has the required paper certification this certification must be on file with the district prior to the end of the posting or bumping period. This language does not supersede Clause 16.15 where employees being seventy-five percent (75%) complete in a program or course will also be given consideration to bump or bid into a position.
2. The required abilities and qualifications must be demonstrated. Those employees wishing to post or bump into these positions must meet with the Director of Human Resources or designate prior to being considered for these positions. At this meeting the employee must be able to demonstrate that they have the required abilities as listed in the job description. This may take the form of providing written support of abilities. (e.g. Grades in high school or college), an interview, a written test or a demonstration of skills (e.g. Computer skills).
3. If an employee feels that they have an equivalent combination of education, training and/or experience for the position he must meet with the Director of Human Resources or designate prior to posting or bumping into a position in order to satisfy the employer that they have equivalent qualifications.
4. In the event that the employer does not agree that the employee's qualifications are equivalent then the employee can grieve the decision of the Employer.

.../2



5. In the event that, during the initial performance of the employee (before thirty (30) shifts) there is evidence that the employee may not be able to adequately perform the duties of their new position a formal review must commence immediately. The review requires written notification to the employee and the Union; include the reasons for the review and what would constitute an adequate performance level.
6. As per clause 16.14 (Trial Period) conditional on satisfactory service, the employee shall be declared qualified for that classification after the period of sixty (60) shifts worked. If the employee is unsuccessful he will be informed in writing as to why he was unsuccessful and will be returned to their former position. In the event the position no longer exists he will be eligible to exercise his seniority rights according to Article 17 – Layoffs and Recalls.

**LETTER OF UNDERSTANDING #17**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Public Education Benefits Trust – Long Term Disability/Sick Leave Usage

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 his bank will be retained by the employee for future use should he return to work or should he not qualify for long term disability. The employee upon retirement or severance will be paid out any remaining sick leave as per Article 13.05.

## **LETTER OF UNDERSTANDING #18**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Summer Work

Prior to the end of the school year the Board and the Union shall meet to determine the scope of summer work anticipated, excluding custodial, for the upcoming break.

The board shall, before the end of the school year, seek expressions of interest from employees for summer work indicating the type of work anticipated. Employees requesting consideration for work outside of their regular scope of work will provide documentation of qualification along with their expression of interest.

This work will be assigned in the following order:

1. Regular Part-Time employees holding a twelve (12) month position shall be brought up to Full-Time.
2. Laid-off employees (those having no anticipated date of return)
3. Regular ten (10) and eleven (11) month employees (those with an anticipated date of return in September)
4. Temporary employees
5. Casual employees

Employees will be assigned in this order based on seniority and qualifications.

**LETTER OF UNDERSTANDING #20**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Clerical Postings

It is hereby agreed between the two parties notwithstanding clause 16.11 of the Collective Agreement the current re-organized clerical positions remain in place for the term of the collective agreement. The separate rates of pay will apply for each portion of the combined jobs.

**LETTER OF UNDERSTANDING #27**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Full-Time Lead Hand Designations

When an employee holding a regular position is designated full-time lead hand, the original posted position normally held by the employee will be posted as a regular position.

If the lead hand designation is discontinued with that employee, the employee will return to the position they previously held. The employee displaced by the returning employee shall exercise their bumping rights contained in Article 17 – Layoffs and Recall, Clause 17.05 – Bumping. If the original regular position held by the lead hand no longer exists, then the returning employee shall exercise their bumping rights contained in Article 17 – Layoffs and Recall, Clause 17.05 – Bumping.

Both Parties acknowledge that through the return of the full-time lead hand there may be bumping and layoffs.

## **LETTER OF UNDERSTANDING #31**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Unused Vacation Transition Plan for Twelve (12) Month Employees

It is hereby agreed between the two parties that the twelve month employees who have more than eighty (80) hours in their vacation accruals on June 30, 2014 will have all hours in excess of eighty (80) hours moved to a "sheltered bank". The process for using the sheltered bank is as follows:

- 1) Until the sheltered bank is depleted to zero, those employees who have vacation in their sheltered bank can access vacation from the sheltered bank, subject to District approval. Such approval is not to be unreasonably withheld. Paragraphs 2 and 3, below, in no way limit the number of vacation days an employee can access from their sheltered bank.
- 2) For the first year after the sheltered bank has been created, for the period of July 1, 2014 to June 30, 2015, those employees who have vacation in their sheltered bank must use up to eighty (80) hours of vacation from the sheltered bank, subject to District approval. Such approval is not to be unreasonably withheld. If such employees have not used eighty (80) hours of vacation from the sheltered bank by June 30, 2015, they will be paid out the difference up to a maximum of eighty (80) hours.
- 3) Effective June 30, 2016 and ongoing each year, those employees who have vacation of forty (40) hours or more in their sheltered bank will be paid out forty (40) hours on June 30. For those employees with less than forty (40) hours in their sheltered bank, they will be completely paid out all remaining hours.
- 4) The sheltered bank shall not be continuously added to and therefore the bank will not increase any further past the employee's initial one time deposit of vacation hours on July 1, 2014.

- 5) The vacation pay-outs referenced in paragraphs 2 and 3 above, will be suspended in the case of employees on any long term approved leave of absence.
- 6) Twelve month employees will have all vacation hours remaining in the sheltered bank paid out upon termination of employment.
- 7) By no later than April 30, 2014 the parties will meet to develop a list of all employees who may have more than eighty (80) hours in their vacation accruals on June 30, 2014, and will advise such employees of the terms of this Letter of Understanding as it relates to each affected employee.
- 8) This agreement will remain in effect until such time as the employees listed in paragraph 7 have their sheltered bank reduced to zero.

**LETTER OF UNDERSTANDING #33**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Hours of Work for Groundsmen

This Letter of Understanding is being agreed to on a without prejudice basis, and in no way will prejudice either party in any current grievance that is being processed, or that is filed, in regards to the hours/months of work, or the working conditions of any classification, including the Groundsmen.

The Parties agree to the following:

For the period of July 1, 2014 to June 30, 2015 the hours of work for the Groundsmen shall apply as follows:

1. The Parties mutually agree to alter the hours of work for all Groundsmen to 6:00 a.m. - 2:30 p.m.
2. The Parties agree that during the term of this Letter of Understanding, the Groundsmen will continue to be twelve (12) month employees, and there will be no reduction in staffing levels, or hours of work for the three (3) full time Groundsperson positions.

Both Parties agree to meet and review this Letter of Understanding by April 1, 2015.



**LETTER OF UNDERSTANDING #34**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Hours of Work for Mechanics

This Letter of Understanding is being agreed to on a without prejudice basis, and in no way will prejudice either party in any current grievance that is being processed, or that is filed, in regards to the hours/months of work, or the working conditions of any classification, including the Mechanics.

The Parties agree to the following:

For the period of July 1, 2014 to June 30, 2015 the hours of work for the Mechanics shall apply as follows:

1. The Parties mutually agree that the hours of work for the Mechanics will be between the hours of 6:00 a.m. to 4:30 p.m.
2. The Parties agree that during the term of this Letter of Understanding, the Mechanics will continue to be twelve (12) month employees, and there will be no reduction in staffing levels, or hours of work for the two (2) full time Mechanics positions.

Both Parties agree to meet and review this Letter of Understanding by April 1, 2015.

## LETTER OF UNDERSTANDING #35A

Between

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: 10.5 Month Employees

### **WITHOUT PREJUDICE**

Effective the date of ratification and for the duration of the term of this Collective Agreement, the following classifications are 10.5 month employees and the following shall apply:

- Administrative Assistant-Schools
  - Administrative Assistant -Student Data
  - Administrative Assistant -District Support and Data
  - Other Administrative Assistants that may be created during the term of this Agreement, unless otherwise agreed to between the Parties.
1. The above 10.5 month Administrative Assistants shall be entitled to eleven (11) statutory holidays (Reference Article 11.01).
  2. The above 10.5 month Administrative Assistants shall be entitled to 10.5 / 12ths of a twelve (12) month employee's vacation entitlement. (Reference Article 12.02).
  3. The above 10.5 month Administrative Assistants shall take vacation for the full school holiday period of winter and spring vacations. Should the employee and management agree, the employee can work all or any part of the breaks. (Reference Article 12.06).
  4. The above 10.5 month Administrative Assistants with unused vacation time not used for the winter or spring break can apply for vacation days during the school year. Vacation days will be approved subject to the operational needs of the district. Any vacation entitlement not used during the school year will be paid out on the last pay period in June. (Reference Article 12.06).

5. The above 10.5 month Administrative Assistants will be considered to have worked a full year subject to Clause 12.09 – Reduction of Entitlement. (Reference Article 12.07). This includes, being considered to have worked a full year for the purposes of seniority. (Reference Article 15.05).
6. The above 10.5 month Administrative Assistants, as per Letter of Understanding #18, can apply for additional summer work outside of their scheduled hours of work.
7. The 10.5 months described above only pertains to the portion of the employee's position that is designated as Administrative Assistant.
8. The schedule for the ten (10) days of work in the summer will be scheduled by the Employer in consultation with the employee and will either be immediately following the end of the school year, immediately before the beginning of the next school year or a combination thereof.
9. The ten (10) days of work in the summer will be for the purposes of the work related to that of the Administrative Assistant. If there are professional development days that the Administrative Assistant is expected to attend, this will be their assigned work as part of the ten (10) days of summer work.

This Letter of Understanding is subject to renewal by mutual agreement of the parties during the next round of bargaining.

## **LETTER OF UNDERSTANDING #36**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Custodial Common Vacation

Effective the date of ratification and for the duration of the term of this Collective Agreement, the custodians are twelve (12) month employees and the following shall apply:

1. Vacation leave shall be taken for four (4) weeks in the summer, one (1) week during the winter break and one (1) week during the Spring Break. In the event the employee does not have adequate vacation entitlement to cover the total six (6) week period, they shall take general leave.
2. The dates for the common vacation period will be determined by the Board.
3. Custodians may request general leave at other times throughout the year and may be granted their leave at the convenience of the Board.
4. Custodians will accrue vacation leave as per Article 12 – Vacations as a twelve (12) month employee. They will accrue sick leave per Article 13 – Sick Leave as a twelve (12) month employee and they will accrue twelve (12) statutory holidays per Article 11 – Statutory Holidays as a twelve (12) month employee.

This Letter of Understanding is subject to renewal by mutual agreement of the parties during the next round of bargaining.

## **LETTER OF UNDERSTANDING #37**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Clerical Positions

The Parties agree to the following:

Effective the date of ratification and for the duration of the term of this Collective Agreement, the following shall apply:

1. It is agreed that those employees holding clerical positions will remain in the position they hold in September for the duration of the school year.
2. Should an opening occur during the school year, the vacancy will be posted as a temporary position and filled on a temporary basis. If this position is intended to remain for the following school year, it will be posted as regular in the Spring Staffing process.
3. If the hours of the new position provide one (1) hour or more per day of the hours presently being worked, the transfer will be effective immediately. In this instance, the new position would become regular and the newly vacant position would then be posted as temporary.
4. It is further agreed that for each school year, those employees holding clerical positions are able to work additional hours up to the equivalent of three (3) working days of their regularly scheduled hours of work. These additional hours must be worked prior to the commencement of Spring Break. These hours will then be banked and paid out at straight time during Spring Break. These hours will be scheduled in consultation with the supervisor and recorded in a mutually agreeable manner.

In the event of any unforeseen calendar changes, the parties agree to meet to review any implications.

This Letter of Understanding is subject to renewal by mutual agreement of the parties during the next round of bargaining.

## **LETTER OF UNDERSTANDING #38**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Non-Instructional Days

Effective the date of ratification and for the duration of the term of this Collective Agreement, the parties agree the following shall apply:

This Letter of Understanding amends Article 8.04 as follows:

Employees shall be scheduled to work all but one of the non-instructional days on the condition that the employee works at a job assigned by the Board. Employees will be required to take leave for one of the scheduled non-instructional days; the date of this leave shall be determined annually by the Board. This leave may be taken as banked time, vacation or general leave.

Notwithstanding the above, this does not preclude employees from requesting additional leave on other non-instructional days.

Temporary employees working in a posted position at the time of the professional development day will have the opportunity to attend professional development activities with pay.

Temporary employees not working in a posted position at the time of the professional development day will have the opportunity to attend Professional Development activities with pay when requested to attend by the employer. This does not preclude other employees from attending without pay as long as the employee can be accommodated and if their attendance does not result in additional cost to the Board.

This Letter of Understanding is subject to renewal by mutual agreement of the parties during the next round of bargaining.

**LETTER OF UNDERSTANDING #39**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Administrative Assistant – Central Callout Position

The Administrative Assistant – Central Callout Position may be scheduled between the hours of 6:30 am – 4:30 pm. This position will be a minimum of ten (10) hours per week while this Letter of Understanding remains in effect. The parties agree that this position will be combined with another position to reach the minimum hours as per Letter of Understanding #9.

This Letter of Understanding may be cancelled by the Employer with thirty (30) days' written notice. If this Letter of Understanding is still in effect during the next round of negotiations, it is subject to renewal by mutual agreement of the parties.

## LETTER OF UNDERSTANDING #40

Between

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

RE: Article 9.06 Clarification of Blanket Insurance Coverage

This Letter of Understanding is intended to provide clarity to Article 9.06 of the Collective Agreement relating to the use of personal vehicles while on School Board business.

When an employee is posting into a job where they will be driving their personal vehicle for School Board business the following will explain how employees are covered under the blanket insurance program in Article 9.06:

1. It is the Employer's responsibility to determine and collect the necessary documentation from employees who are required to use their personal vehicles for School Board business. This includes a copy of the employee's driver licence, driver's abstract and a copy of their vehicle insurance.
2. It is the responsibility of the employee to ensure they have the proper registration and insurance for their vehicle's intended use. The Employer will reimburse the employee the difference between "business use coverage" over and above "to and from work" coverage on submission of appropriate receipts.
3. In the event of an accident, the employee's insurance is the primary coverage. School District No.20 (Kootenay Columbia) will reimburse the insurance deductible upon submission of appropriate receipts.
4. School District No.20 (Kootenay Columbia) will reimburse the employee the lesser of actual vehicle damage repair costs or the cost of any deductible.
5. The School District is covered under School Protection Program (SPP) insurance and provides Excess Automobile Liability through the SPP Liability Agreement. This coverage is extended to those employees who are in the performance of their authorized duties. This coverage is in excess of the primary automobile liability insurance limit carried by the vehicle owner. .../2



6. Employees are covered through SPP and the Special Excess Third Party Liability Policy from ICBC that will bridge the gap that may exist between the owner's (employee) automobile liability and the claim.
7. If it is determined that increased premiums are the result of a work related accident, which has been covered by the blanket insurance program in Article 9.06, the employer will reimburse the employee the difference between their pre-accident premiums and their increased premium.
8. Employees will be reimbursed mileage when using their personal vehicle for school board business. It is the responsibility of the employee to complete the appropriate documents and submit these for mileage claims.
9. Where an employee is required to transport a student, it is the Employer's responsibility to provide all necessary child restraints and equipment legally required for the safe transport of the student.
10. Employees will not be covered under this blanket insurance program in the following circumstances:
  - (a) If the vehicle is used for a purpose other than what it is insured for under the primary insurance. For example, if the vehicle is insured for pleasure use and it is being used for business, the employee does not qualify for coverage. It is up to employees to ensure they have the appropriate insurance purchased.
  - (b) If the vehicle is being operated in violation of any motor vehicle regulation or section of the criminal code, the employee does not qualify for the excess coverage. This includes driving under the influence, racing, misdeclaration of primary operator, misdeclaration of use, misdeclaration of territory (where vehicle is primarily used).

**LETTER OF UNDERSTANDING #24**

**Between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

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.

## **Appendix "A"**

**Letter of Understanding #29**  
**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 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.

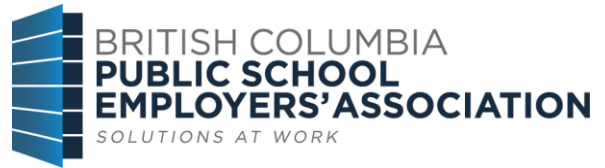
Dated this 14<sup>th</sup> day of December, 2011.

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"                      "Terry Allen"  
BCPSEA                                      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, 2010 – June 30, 2012 local Collective Agreement between the Board of Education for School District No.20 (Kootenay-Columbia) & CUPE Local 1285.

Each signed off item is attached for reference.

Article                      Item

Agreed January \_\_\_\_\_, 2013

CUPE Local 1285

Board of Education for School District  
No. 20 (Kootenay-Columbia)

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## LETTER OF UNDERSTANDING #32

Between

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285**

**RE: 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")**

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**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.20  
("The Board")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1285  
("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 Education Assistant (*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.

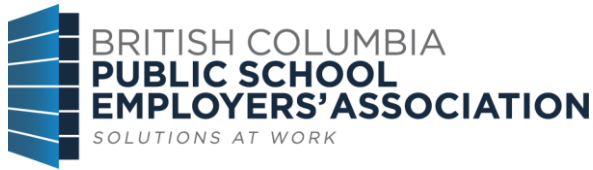
\_\_\_\_\_  
For The Board

\_\_\_\_\_  
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



**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 UNDERSTANDING #41**

**Provincial Framework Agreement ("Framework")  
between  
BC Public School Employers' Association ("BCPSEA")  
and  
The K-12 Presidents' Council and Support Staff Unions ("the Unions")**

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

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

**1. Term**

July 1, 2014 to June 30, 2019.

**2. Wage Increases**

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

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

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

**3. Employee Support Grant**

BCPSEA, the Unions and the Government agree to the principle that support staff union members who have lost wages as a result of not crossing lawful picket lines during full days of the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.

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

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

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

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

- h) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- i) a study of the potential for regionalization of wages
- j) an exploration of the potential for a standardized extended health and dental benefit plan
- k) recommendations to address issues associated with hours of work and service delivery
- l) a review of practices in districts having modified school calendars and the resulting impact on support staff
- m) 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.

APPENDIX B

**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]*

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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

**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]*

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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