

AGREEMENT BETWEEN
SCHOOL DISTRICT 49
(CENTRAL COAST)
AND
THE CENTRAL COAST
NON-TEACHING STAFF
ASSOCIATION
2014 JULY 01 TO
2019 JUNE 30



CONTENTS

| | |
|------|---|
| 1.0 | Definition |
| 2.0 | General |
| 3.0 | Grievance Procedure |
| 4.0 | Wages and Salaries |
| 5.0 | Holidays |
| 6.0 | Hours of Work |
| 7.0 | Benefits |
| 8.0 | Leaves of Absence and Release From Duty |
| 9.0 | Appointments, Promotions, Transfers, Dismissals |
| 10.0 | Professional Development |
| 11.0 | Working Conditions |
| 12.0 | Other |
| 13.0 | Liaison Committee |
| 14.0 | Duration of Agreement |
| | Schedule A |
| | Schedule B |
| | Schedule C |
| | Schedule D |
| | Schedule E |
| | Schedule F |
| | Appendix A |

1.0 DEFINITION

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

1.1 “Probationary Employee” shall be defined as a person who is serving a probationary period of ninety (90) calendar days with the Board.

1.2 “Permanent employee” shall be defined as a person who has satisfactorily completed the probationary period. Permanent employees shall be entitled to all fringe benefits.

1.3 “Permanent Part-time employee” shall be defined as a person serving in a position of regular part-time employment. After sixty (60) calendar days these employees shall be entitled to all benefits, on a pro rata basis.

1.4 “Temporary employees are employees hired to fill a position of an absent permanent employee when the absence is reasonably expected to be greater than forty-five (45) calendar days or an assignment which is anticipated to be of specific or limited duration in accordance with Article 9.0 (Appointments, promotions, transfers, dismissals). Temporary assignments, other than for absent permanent employees, shall not exceed ten (10) months without the mutual agreement of the Parties to this Agreement.”

1.5 “Casual Employee” shall be defined as a person who works from time to time on an on-call basis, to perform specific short-term or occasional assignments in accordance with Article 9.0. Assignments shall not exceed forty-five (45) calendar days. Casual employees shall not be entitled to pension or benefits.

2.0 GENERAL

2.1 The Board of School District #49, hereinafter referred to as the Board, recognizes the Central Coast Non-Teaching Staff Association, hereinafter called the Association, as the sole negotiating unit for all non-teaching staff personnel.

2.2 The Association recognizes the right of the Board to manage the operation of the School District in accordance with its commitments and responsibilities, and to make and alter, from time to time, rules and regulations to be observed by employees. Such rules and regulations shall not be contrary to the provisions of the Agreement.

2.3 Every employee, who is now or hereinafter becomes a member of this Association, shall maintain membership in the Association as a condition of employment and every new employee shall within thirty (30) days of employment become a member of the Association. Employees who are hired as Supervision Assistants *only* will be classified as associate members and will not accrue seniority, but shall have all other rights and responsibilities of full members.

2.4 The Board is authorized, upon notification by the Association, to deduct from the wages of each member dues as from time to time established by the Association. The total sums deducted shall be remitted to the Association on the tenth day of the month following.

2.5 (1) The Board shall maintain seniority lists and secondary seniority lists for the School District showing the date upon which each employee's service commenced, and that employee's seniority or secondary seniority based on actual hours worked in the continuous employ of the Board. No position will be considered to be less than 3.5 hour per day for calculation of actual hours worked. An up-to-date list shall be sent to the Secretary of the Association and be posted in all departments in September of each year.

(2) Seniority Defined - Permanent Employees

Seniority is defined as the length of service in the bargaining unit as a Permanent employee. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. After completion of the probationary period, seniority shall be effective from the commencement of the probationary employment. Seniority shall operate on a bargaining unit-wide basis.

(3) Secondary Seniority Defined - Temporary Employees

- a) Temporary employees shall accumulate secondary seniority in accordance with Article 2.5(1). After completion of the probationary period, secondary seniority shall be effective from the commencement of the probationary employment. Secondary seniority shall operate on a bargaining unit-wide basis.
- b) Temporary employees who are subsequently hired to a permanent position in accordance with Article 9.0 (Appointments, promotions, transfers, dismissals) shall be accorded seniority retroactive equal to the total of the secondary seniority and probationary period(s).

2.6 (1) a) Authorized representatives of the Association who are in the employ of the Board shall have the right to attend meetings between the Board and the Association held during working hours without loss of pay when processing grievances or negotiating a revision or renewal of the Agreement. The number of Association representatives who are employees of the Board shall not exceed three (3) for grievances and three (3) for negotiations.
b) An authorized representative of the Association who are in the employ of the Board shall have the right to attend regularly scheduled meetings of the Board held during working hours without loss of pay.

(2) Any member of the Association who is required to attend a convention or perform any other function in behalf of the Association necessitating a leave of absence, may upon application to the Board, be granted unpaid leave of absence, provided such notice is received by the Secretary-Treasurer not less than ten (10) days prior to the commencement of the leave. Such leaves shall not be unreasonably withheld. Such periods of leave shall not exceed a total of six (6) working days, inclusive of three (3) paid days, in any one calendar year.

2.7 Support staff shall not bargain individually in respect to any matter covered by this Agreement. Meetings with the Board may be requested by the Association and these meetings will not be unreasonably withheld.

3.0 GRIEVANCE PROCEDURE

3.1 In any differences arising between the parties bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work because of such differences, and an earnest effort shall be made to settle the matter promptly in the following manner:

(1) The grievance shall be stated in writing and delivered to the Department Supervisor of the employee involved by the Association or the Board within four (4) working days of the alleged offence.

(2) Should the Department Supervisor of the employee concerned be unable to settle the matter within four (4) working days following receipt of the grievance, step three (3) shall be invoked.

(3) The grievance, shall be discussed between the Supervisor, the aggrieved employee, and the Grievance Committee of the Association. Should this step not settle the matter within five (5) working days, step four (4) shall be invoked. The aggrieved employee may be required by either Committee to attend.

(4) The grievance shall be discussed between a Grievance Committee of the Board and the Grievance Committee of the Association. Failing settlement within fifteen (15) working days, step five (5) shall be invoked. The aggrieved employee may be required by either Committee to attend.

(5) A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated, and the name and address of its chosen representative on the Arbitration Board. After receiving such notification and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board, and give notice in writing of such appointment to the other party. Such representatives shall try to select a third member who shall be Chairman. Should the representatives fail to select such a third member within five (5) days from appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman.

The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.

(6) The Board of Arbitration shall report its decision within thirty (30) days after the appointment of the Chairman. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.

(7) Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.

4.0 WAGES AND SALARIES

4.1 The Board shall send out employees' mid-month advance cheques so that all employees shall receive such cheques on the fifteenth (15) day of each month or the closest

working day prior to the fifteenth (15). The end-of-month payment shall be received by all employees on the last working day of the month. Salaries, wages and classifications of personnel shall be in accordance with the Schedules attached to this Agreement.

4.2 If it is found necessary to engage the services of a permanent employee in a category not provided for in this Agreement, the categorization of that position shall be determined by the Board and the Liaison Committee. This shall not limit the Board's ability to develop new categories or to set salaries. This shall not apply to casual employees, who shall be paid at a rate not less than the basic rate paid in the department in which he/she is employed.

4.3 An employee temporarily assuming the full duties of a higher position shall receive the hourly rate for that position; or an allowance, in addition to his regular wage, of \$50.00 per week for the duration of such promotion.

4.4 Certified Tradesmen (other than casual employees) possessing more than one valid Trade Certification, that additional trade being relevant for use in the Maintenance and/or Transportation Departments, will receive an allowance of fifteen (15) cents per hour for each additional Trade Certificate.

4.5 (1) A maximum of two members of the association per school will be paid a bonus for holding a valid first aid certificate. The selection of such employees shall be determined on the basis of applications submitted as of September 30 of that school year and preference will be given to:

1. level of certificate – higher ranks first
2. length of time certificate held
3. day shift/evening shift coverage

Part-time staff are entitled to proportionate bonuses.

(2) Bonuses payable per annum:

| | |
|--------------------------|-------------------|
| Level 1 | \$250.00 per year |
| Level 2 | \$300.00 per year |
| Level 3 or <u>higher</u> | \$350.00 per year |

If a school has no trained personnel and a first aid certificate is being obtained in that school in that year, then proof of eligibility shall be given to the Board prior to the end of any given month for inclusion in the next month's payroll.

(1) Upon application the Board will reimburse a member of the Association for the course fees charged for taking or renewing a first aid certificate subject to proof of payment and proof of successful completion of the course being submitted within ten (10) days of acquiring the documentation.

4.6 For every three years of service to the District subsequent to 1995 July 01 employees shall receive a long service bonus equal to ten (10) cents per hour accumulating to a maximum of fifty (50) cents per hour.

5.0 HOLIDAYS

5.1 (1) Twelve month employees shall be entitled to a holiday with pay at their regular rate for each of the Statutory Holidays hereinafter set forth: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day,

Christmas Day, Boxing Day, Labour Day, Thanksgiving Day, Remembrance Day, or the days proclaimed under the laws in their stead, or other days proclaimed by law.

(2) Ten month employees shall be entitled to the same holidays as above except Canada Day and British Columbia Day.

5.2 An employee who has been in the service of the Board for less than one (1) year shall be entitled to a vacation equal to four percent (4%) of the number of days worked. Pay for such vacation shall be four percent (4%) of the total remuneration earned by him/her in the period.

5.3 Twelve Month Employees:

(1) An employee who has been in the continuous service of the Board for one (1) year or more, but less than three (3) years shall be entitled to a vacation with pay of two (2) weeks.

(2) An employee who has been in the continuous service of the Board for three (3) years or more, but less than seven (7) years prior to the anniversary of his/her employment, shall be entitled to a vacation with pay of three (3) weeks.

(3) An employee who has been in the continuous service of the Board for seven (7) years or more, but less than fifteen (15) years prior to the anniversary of his/her employment, shall be entitled to a vacation with pay of four (4) weeks.

(4) An employee who has been in the continuous service of the Board for fifteen (15) years or more prior the anniversary of his/her employment shall be entitled to a vacation with pay for four (4) weeks plus one (1) day per year of service in excess of fifteen years.

5.4 Ten Month Employees:

(1) A ten month employee who has been in the continuous service of the Board for one (1) year or more, but less than three (3) years prior to the anniversary of his/her employment, shall be entitled to four percent (4%) holiday pay.

(2) A ten month employee who has been in the continuous service of the Board for three (3) years or more, but less than seven (7) years prior to the anniversary of his/her employment shall be entitled to six percent (6%) holiday pay.

(3) A ten month employee who has been in the continuous service of the Board for seven (7) years or more, but less than fifteen (15) years prior to the anniversary of his/her employment, shall be entitled to eight percent (8%) holiday pay.

(4) A ten month employee who has been in the continuous service of the Board for fifteen (15) years or more, but less than twenty-five (25) years prior to the anniversary of his/her employment, shall be entitled to ten percent (10%) holiday pay.

(5) A ten month employee who has been in the continuous service of the Board for twenty-five (25) years or more shall be entitled to twelve percent (12%) holiday pay.

5.5 Ten month employees shall receive the percentage of vacation pay entitlement on a monthly basis, reduced by 2% for paid holidays at Christmas and spring breaks. In the event an employee is required to work during these breaks, an amount equal to 1% of earnings shall be reimbursed for each period worked. This amount will be added to the pay in the month following the break.

5.6 Employees' vacations shall, where practical, 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.

5.7 An employee with more than fifteen (15) years of service may be required to take holidays in two separate periods.

5.8 An employee may upon written request to the Board carry over a maximum of five (5) days leave to the following year.

5.9 A ten month employee shall commence work on September 1st each year and shall finish work on June 30th each year.

6.0 HOURS OF WORK

6.1 The regular hours of work for each classification are shown in the appropriate schedule to this Agreement. These times are exclusive of the meal break to which each employee is entitled, but inclusive of one break of not longer than fifteen (15) minutes in each work period of three (3) hours. The exact work schedule for each position shall be determined by the supervisor in consultation with the employee.

6.2 All time in excess of the hours designated must be authorized by the supervisor and shall be compensated as overtime in accordance with the following provisions:

(1) All hours worked up to three (3) hours in excess of regular hours shall be paid for at time and one-half (1 1/2) the regular hourly rate. All hours worked in excess of three (3) hours of the regular hours shall be paid for at double time and one-half (2 1/2) the regular hourly rate inclusive of statutory holiday pay, or in lieu thereof, by taking another day off with pay within thirty calendar days of the holiday.

(2) At the option of the employee compensatory time off at straight time rate may be granted in lieu of overtime pay.

(3) A permanent employee working on a part-time basis and required by a supervisor to work an extension of the regular shift shall be paid at the applicable rate for the actual hours worked to the full-time designated hours for that position. Hours exceeding the full-time maximum shall be compensated as overtime.

(4) Any employee accepting work on a call-out basis outside the employee's normal working hours shall be paid a minimum of two (2) hours pay at the applicable rate as provided in Section 2 above.

7.0 BENEFITS

7.1 Sick Leave

(1) All employees (except casuals – see Clause 1.4) to be granted one and one-half (1 1/2) days per month sick leave with pay from commencement day of employment, on a pro-rata basis.

(2) Pay to be granted for sick leave for five (5) days or less on employee's certificate, countersigned by his supervisor. A certificate from a qualified medical practitioner may be required for absences in excess of five (5) days.

(3) An employee will notify his supervisor promptly in all cases of sick leave and will also notify his supervisor when ready to return to work in time for relief to be notified.

7.2 Medical Services Plan

The Board shall pay one hundred percent (100%) of the premium cost for the B.C. Medical Services Plan.

7.3 Dental Care Plan

The Board shall pay one hundred percent (100%) of the cost of the premiums for a dental care plan which shall include:

| | |
|----------|---|
| Plan "A" | 100% co-insurance |
| Plan "B" | 80% co-insurance |
| Plan "C" | 80% co-insurance with a lifetime maximum of \$2500.00 |

Participation in the plan is compulsory. Coverage under this plan will only be offered to one member of a family employed by the School District.

7.4 Extended Health Benefit Plan

The Board shall pay 100% of the cost of the premiums for an extended health benefits plan, including a vision care option, providing coverage of \$200.00 in two (2) calendar years. Participation in the plan and option is compulsory.

7.5 Group Life Insurance

The B.C.S.T.A./B.C.T.F. Group Life Insurance Plan "B" shall be in effect. The Board shall pay 100% of the cost of the premiums. Participation in the plan is compulsory.

7.6 Implementation and Review of Coverage

Where changes in coverage are required by this agreement, such changes will become effective as soon as suitable carriers or plan amendments can be made. A joint committee of representatives of the Board and the C.C.N.T.S.A. will review coverage and carriers for all benefit plans with the objective of obtaining the best coverage possible for the dollar amounts committed by this agreement.

7.7 New employees shall be provided with details of the benefit plans provided under this article and all employees will be advised of any changes as they occur.

7.8 Tenure of any full-time School Board employee will be protected should a lawful strike or lockout occur at any School Board facility. Non-teaching staff will not be required to cross a lawful picket line, but will not be entitled to receive pay.

8.0 LEAVES OF ABSENCE AND RELEASE FROM DUTY

8.1 Child birth leave

(1) The Provisions of the Employment Standards Act shall apply, supplemented by other provisions of this agreement.

a) Application for child birth leave shall be made in writing to the Secretary-Treasurer when the employee becomes aware she is pregnant stating the dates of the leave requested.

b) Child birth leave shall be without pay.

(2) Benefits On Child Birth Leave

a) Medical and other fringe benefits for which the employee is eligible shall be continued by the Board during child birth leave provided the employee pays any required share.

b) Child birth leave shall not count as sick leave.

c) Child birth leave shall count for the purposes of seniority, and experience recognition on the salary schedule.

d) Consideration will be given to a written request to the Secretary-Treasurer from an employee on child birth leave to return sooner than had been agreed.

8.2 Extended Parenthood Leave

(1) A mother who has been granted child birth leave or who has not been granted child birth leave following the birth or adoption of a child, shall be granted Extended Parenthood Leave without pay, upon request.

(2) A father, following the birth or adoption of a child, shall be granted extended parenthood leave without pay upon request, provided the mother has not applied for and been granted such leave.

(3) Application for extended parenthood leave shall normally be made at least six (6) weeks prior to the commencement of such leave.

(4) Extended parenthood leave shall be for a period so that the combined child birth leave and extended parenthood leave do not exceed twenty (20) teaching months and shall terminate at the end of a term or semester as appropriate. An employee

granted extended parenthood leave shall confirm return to work, in writing to the Board, at least sixty (60) days prior to the end of the leave.

(5) Extended parenthood leave shall not accrue seniority or experience recognition.

(6) Medical and other fringe benefits for which the employee is eligible shall be continued by the Board during the extended parenthood leave provided the employee pays the full cost of the benefits in advance.

8.3 Paternity Leave

Upon the birth of a child, at the time of adoption or legal guardianship, the father shall be granted up to two (2) days paternity leave without loss of pay.

8.4 Adoption Leave

Employees shall be entitled to up to five (5) days leave of absence without pay for travel and interview time in connection with the adoption of a child. For the mother, the provisions of child birth leave shall apply upon the arrival of the child.

8.5 Jury Duty and Appearances In Legal Proceedings

The Board shall grant leave without loss of pay to any employee summonsed for jury duty or required to attend legal proceeding by reason of subpoena. An employee on such leave shall deposit with the Board proof of service and pay over to the Board any monies received for jury duty, witness fees, etc., but not monies received for expenses.

8.6 Compassionate Leave

(1) Up to three (3) days leave of absence without loss of pay shall be granted to an employee where death or serious illness occurs in the immediate family. Extensions beyond this time shall be at the Board's discretion.

The definition of "immediate family" includes spouse, children, children-in-law, parents, parent-in-law, grandparents, grandchildren, brothers, brothers-in-law, sisters, and sisters-in-law.

"Serious illness" is defined as a life threatening illness; or a medical condition requiring hospitalization under the orders of a medical doctor where the doctor requests the attendance of the employee.

(2) An additional two (2) days leave of absence without loss of pay shall be granted where, because of a death, travel is required outside of the District and the one-way distance by road exceeds three hundred (300) miles or four hundred eighty (480) kilometers.

(3) When the employee has been granted Compassionate Leave upon the death of a member of the immediate family and has been named sole executor of the estate up to an additional two (2) days leave will be granted without pay.

(4) A employee seeking leave under this provision shall notify the immediate Board official as quickly as possible, and if seeking leave without loss of pay, upon return to work shall provide the Board with a written explanation of the reasons for the absence.

8.7 Funeral Leave

In the event of the death of any relative not mentioned in the Compassionate Leave provision, or of a friend of the employee, the employee shall be entitled to leave for one (1) day, without loss of pay, to attend the funeral. Additional days, without pay, will be granted if necessary for travel.

8.8 Leave for Elective Office

(1) In the event an employee is nominated as a candidate in a provincial or federal election, the employee shall be granted leave of absence, without pay, for the duration of the election campaign. Should the employee be elected as a Member of Parliament or Member of the Legislative Assembly, the employee shall be granted a long-term leave of absence without pay.

(2) Employees elected or appointed to the Central Coast Regional Board may apply to the Board of School Trustees for leave without loss of pay. Such leave will be granted provided:

- a) any honorarium up to 100% of salary is paid over to the School Board;
- b) the effect of the proposed total days of absence is acceptable to the Board of School Trustees.

8.9 Worker's Compensation Leave

(1) Compensation Leave means the period of time an employee is permitted to be absent from work because of an accident for which compensation is paid under the Worker's Compensation Act.

(2) When an employee is entitled to compensation under the Worker's Compensation Act, the employee shall continue to receive full pay, and all monies received by the employee, as compensation for loss of wages under the Act shall be paid to the Board. The amount being paid to the employee by the Board shall be charged against the employee's accumulated sick leave credits on a proportionate basis, as long as the sick leave credits permit. The Board's responsibilities under this provision shall terminate when the employee's accumulated sick leave credits have been used up, or the available sick leave allowance for the year has been used.

(3) Once the available sick leave allowance for the year has been used, any Compensation Leave shall be without pay, and W.C.B. payments shall be made directly to the employee and not remitted to the Board.

(4) The term “compensation” means periodic payments during the period of temporary disablement and does not include a disability pension or other final settlement award arising from such disability.

8.10 Extended Service Leave

(1) Extended service leave shall be limited to one member of the Association in each school year.

(2) Employees requesting extended service leave shall be granted one year leave of absence for each five (5) years of service with the District, to a maximum of two (2) consecutive years leave of absence.

(3) Each one-year leave under this provision will reduce service leave credits by five years. There shall be a minimum period of five years between uses of this leave provision by any one employee.

(4) Employees on extended service leave shall not receive a salary.

(5) Employees on extended service leave shall be able to maintain medical, dental and insurance benefits by paying on hundred percent (100%) of the cost of those benefits upon the commencement of the leave.

(6) Employees must apply in writing by March 31st to the Secretary-Treasurer for extended service leave. Extended service leave shall commence on July 1st.

(7) Employees on extended service leave must inform the Board by March 31st of their intention not to return.

8.11 Leave For Personal Reasons

(1) Ten-month employees will be granted three personal days per contract year with pay plus one additional day which must be taken on either a Professional Development Day or other Non-Instructional Day. Personal leave days may not be taken either immediately before or after the summer, spring or winter periods of school closure.

(2) Twelve month employees will be granted four personal days per year with pay. This also includes the Mechanic/Driver employee who may be required to work on all Pro-D and NID days during the school year.

(3) Purposes for which personal leave days may be used shall include, but not be limited to:

Attendance at funerals not covered by compassionate leave provisions;

Community service activities, which shall include participation on Boards other than the Regional District;

University convocation;

Examinations for qualifications in first aid or other certification;

Marriage of the employee or a member of the employee's immediate family;

Attendance at citizenship Court;

Attendance at retirement seminars;

Attendance as a competitor or official at competitions at the Provincial or higher level.

8.12 Emergency Leave For Family Illness

In the event of an emergency involving the serious illness of a member of the employee's immediate family residing in his or her household, where no one else is available to care for the ill family member, the employee shall be granted up to three days leave without pay to the extent necessary to provide such care. The Board at its discretion, may require a medical certificate from the employee.

8.13 Leave On Request of Other Agencies

Upon prior request of the user organization and prior agreement of terms of compensation to the District (honoraria up to 100% of salary paid over to the Board), an employee may be granted leave of absence without loss of pay to act as a guest speaker, presenter or participant in an official capacity.

8.14 Other Extended Leaves

The Board, upon the recommendation of the Secretary Treasurer, may grant extended leaves of absence. Terms and conditions shall be established at the time such leave is granted.

9.0 **APPOINTMENTS, PROMOTIONS, TRANSFERS, DISMISSALS**

9.1 With the exception of casual employees, it is mutually agreed that all employees are hired on probation. The probationary period of employment shall be for a period of ninety (90) calendar days, and during this time, no seniority rights shall be recognized. Extension of probationary period shall be referred to the supervisor for recommendation to the Board for decision. An employee's probationary period shall be extended by the full period of any day off, strike or other absence from work. Upon completion of the probationary period, the employee shall then be entitled to seniority dating from the day on which he entered the service of the Board.

9.2 (1) Additional time required in excess of regular hours shall first be offered as overtime to the employees in the appropriate classification at the work location involved. For any temporary work outside of regular working hours, interested regular employees shall be contacted before casual employees are considered. Where two or more employees are capable of filling the position, seniority based on length of continuous service with the Board shall be the determining factor. Where extenuating circumstances prevail, an aggrieved employee may appeal to the Liaison Committee.

(2) In evaluating for promotions, transfers and demotions, as well as lay-off, the required knowledge, ability, skills and efficiency of the employee concerned shall be the primary consideration, and where two or more applicants are equally capable of filling the position, seniority based on length of continuous service with the Board shall be the determining factor.

9.3 In the event of lay-off subject to Clause 9, Section 2(2) such lay-off shall be initiated within each department and the employee with the least seniority shall be the first laid off. In the case of lay-off there shall not be bumping between departments.

9.4 In the matter of re-hiring following a lay-off, employees shall be re-hired on the basis of the "last laid off, shall be the first re-hired" with that department.

9.5 Permanent employees who are laid off after less than one (1) year of service shall retain their seniority for a period of six (6) months unless there is reasonable justification for not re-hiring.

9.6 Permanent employees who are laid off after one (1) year of service shall retain their seniority for a period of one (1) year unless there is reasonable justification for not re-hiring.

9.7 A permanent employee may be dismissed only on authority of the Board. A supervisor may suspend an employee without pay for a maximum period of five (5) working days but will immediately report such action to the Board. Such employee and the Association shall be advised immediately in writing of the reason for the suspension. Notification of dismissal shall be given to the employee by the Board.

9.8 The Board shall always have the right to hire, assign, discipline, demote, suspend and discharge employees for proper cause, subject to the provisions of this Agreement and the Association's right to institute grievance procedure.

9.9 The Association shall be notified in writing of all vacancies, appointments, hiring, re-hiring, lay-offs and terminations that affect all employees.

(1) When a vacancy occurs which is in excess of forty-five (45) calendar days, or when a new job is created within the bargaining unit, such vacancy or new job must be posted on each worksite location's bulletin board, advertised on the District's website and may be concurrently advertised outside. No consideration shall be given to outside applications until the applications received within the five (5) working days posting period of present permanent employees have been fully considered unless mutually agreed to by the employer and the CCNSTA.

(2) i. Temporary assignments shall be offered firstly to permanent employees in each worksite location who apply under (1) above, if the permanent employee is qualified. At the end of the temporary assignment the employee shall return to their regular position. It is understood that employees must be qualified for the work offered. If the change does not prove to be satisfactory during a 30 day probationary period, he/she will return to his/her original and the different position will be posted according to post and fill clauses.

ii. If there are no Permanent Employees who accept a temporary assignment then Temporary Employees within each Department who apply under one (1) above shall be offered such assignments based on their secondary seniority. It is understood that employees must be qualified for the work offered.

(3) Closing dates will not be extended or other specifics of each posting changed unless mutually agreed to by the employer and CCNTSA.

9.10 When an employee is requested to fill a different position, the employee does so for a probationary period of up to thirty (30) days, during which time his/her original position will not be filled. At the end of the probationary period, subject to evaluation, the employee will be appointed to that position. If the change does not prove to be satisfactory during the probationary period, he/she will return to his/her original and the different position will be posted according to post and fill clauses.

9.11 In the event of dissatisfaction with the Board's promotion or transfer of a junior employee, such dissatisfaction would be referred to the Grievance Committee.

10.0 PROFESSIONAL DEVELOPMENT AND TRAINING

10.1 The CCNTSA shall appoint a professional development committee, which will identify non-teaching professional development needs and programs that may be available to address them. It shall also review planned school and District professional development activities and may recommend alternative activities for non-teaching staff where attendance is not mandated.

10.2 The Board shall continue to fund training for staff in areas considered necessary to meet student needs or deal with technological change.

10.3 The Board shall endeavor to provide funding each year for discretionary professional development activities recommended by the CCNTSA professional development committee. The amount so provided shall be identified each year and amounts unused may be carried over for up to three years.

10.4 The Board will cost-share on a fifty percent (50%) basis with the Association any apprenticeship-training program exclusive of any other government or agency funding. Also, the Board agrees to contribute at least fifty percent (50%) towards cost of courses of instruction approved by the Board for any employee which may improve his/her qualification for his/her position, the amount of the contribution to be at the Board's discretion, and payment to be made upon successful completion of the course.

11.0 WORKING CONDITIONS

11.1 Freedom from Harassment

The Board and CCNTSA recognize the right of all persons to work, learn, conduct business and otherwise associate in an environment free of discrimination.

1) Harassment and Bullying Definition

In respect to this regulation Bullying and Harassment is defined as the following:

- a. includes any inappropriate conduct or comment by a person towards a member of the school community that the person knew or reasonably ought to have known would cause that member to be humiliated or intimidated, but
- b. excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

2) Procedures for CCNTSA Employees:

- a. Step 1
 - i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
 - ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff representative or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Informal Resolution Outcomes.
- b. Step 2
 - i. If a complainant chooses not to meet with the alleged bully/harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged bully/harasser, a complaint may be filed with the superintendent or designate.
 - ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of bullying and harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
 - iii. The employer shall notify in writing the alleged bully/harasser of the complaint and provide notice of investigation.

- iv. In an event where the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of bullying and harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

4. Remedies

- a. Where the investigation determines bullying or harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that bullying or harassment has occurred, and the bully/harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a

grievance at Step 3. In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

- a. When a complainant approaches an administrative officer and alleges bullying or harassment by another employee, the following shall apply:
 - i. All discussions shall be solely an attempt to mediate the complaint;
 - ii. Any and all discussions shall be completely off the record and will not form part of any record;
 - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings;
 - iv. No discipline of any kind would be imposed on the respondent; and
- b. Should a resolution be reached between the complainant and the respondent at Step One, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility, the employer may advise a respondent of the expectations of in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

- a. The employer, in consultation with the employees, shall be responsible for developing and implementing an ongoing bullying, harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b. The awareness program shall include but not be limited to:
 - i. the definitions of bullying and harassment as outlined in this policy;

- ii. understanding situations that are not bullying or harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
- iii. developing an awareness of behaviour that is illegal and/or inappropriate;
- iv. outlining strategies to prevent bullying or harassment;
- v. a review of the resolution of bullying and harassment as outlined in this Policy;
- vi. understanding malicious complaints and the consequences of such;
- vii. outlining any Board policy for dealing with bullying and harassment;
- viii. outlining laws dealing with bullying and which apply to employees in B.C.

11.2 Personnel Files

- (1) Personnel files for all non-teaching staff will be kept at the Board office. A file may also be kept at the job site of the employee. Material from the job site file shall be forwarded for inclusion in the Board office file or shall be destroyed when the employee leaves the employ of the district.
- (2) Only material relevant to the employment of the individual shall be maintained in personnel files. An employee shall be informed when material is placed in his/her personnel file and will receive a copy of such material.
- (3) All employees shall have access to their personnel files on reasonable request and in the presence of Board office staff.
- (4) Material of a critical nature or a reprimand shall be removed from the file two (2) years after the filing, unless the documentation is related to performance evaluation, a criminal offense, or gross misconduct.

12.0 **OTHER**

12.1 Where employees are required to supply their own transportation they shall be reimbursed for expenses incurred at the rate established from time to time by the Board. Approved use of personal vehicles shall include travel between work locations, to home and return on split-shift assignments, and travel required to perform the duties of the position. Claims for reimbursement shall be made on forms provided for the purpose and shall be approved by the appropriate supervisor.

12.2 The Board shall maintain a reasonable number of suits of rubber clothing in the maintenance shops for the use of the transportation and maintenance employees engaged in abnormally wet working conditions.

12.3 The Board shall provide appropriate protective clothing for all transportation, maintenance and custodial employees, and shall contribute fifty percent (50%) of the cost of suitable protective footwear.

12.4 The Board shall pay the cost of medicals required by bus drivers to obtain and maintain their license.

12.5 The Board shall endeavor to develop and maintain a pool of trained individuals for employment as replacements for regular employees. Call-outs shall be made on a rotational basis from those qualified for the particular position and work location being filled.

13.0 LIAISON COMMITTEE

A Liaison Committee consisting of up to two (2) authorized representatives and one (1) secretary of the Association and up to three (3) authorized representatives of the Board, one of whom must be a Trustee, shall be formed to discuss all matters relating to interpretation of this Agreement.

14.0 DURATION OF AGREEMENT

14.1 This Agreement shall remain in effect for twenty-four (24) months, commencing July 1, 2014, through the period ending June 30, 2019. Either party may, within a period of four (4) months immediately preceding date of expiry of this Agreement, require by notice the other party to the Agreement to commence collective bargaining.

14.2 If a new Agreement is not reached by June 30, 2019, this Agreement will continue in force and effect but the terms of the new Agreement will apply retroactively to July 1, 2019 unless otherwise stated.

14.3 At the commencement of this Agreement no permanent employee already serving with the Board shall receive a lower hourly rate of pay for the same job than that employee is already entitled to under the terms of the prior Agreement.

Dated at Hagensborg this _____ day of _____ 2014.

FOR THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT #49 (CENTRAL COAST)

FOR THE CENTRAL COAST NON-TEACHING STAFF ASSOCIATION

**SCHEDULE A
CLERICAL DEPARTMENT**

1. Level 1 is the rate payable during the probationary period of ninety (90) days.
2. On satisfactory completion of probationary period, Level 2 will be in effect.
3. After a further period of ninety (90) days, Level 3 will be in effect.

**Effective May 1,
2014**

| Category | Education Assistant 6 hours/day (123/mo.) | Education Assistant 7 Hours/day (143.5/mo.) | School Secretary 7 hours/day (143.5/mo.) | Library Assistant 6 hours/day (123/mo.) | Library Assistant 7 Hours/day (143.5/mo.) |
|-----------------|--|--|---|--|--|
| Level 1 | 2420.08 | 2823.44 | 3059.00 | 2448.04 | 2856.05 |
| Level 2 | 2454.86 | 2864.01 | 3103.21 | 2483.93 | 2897.92 |
| Level 3 | 2489.59 | 2904.55 | 3147.4 | 2519.84 | 2939.77 |

| | Data Management Student Services 6 hours/day (123/mo.) | Data Management Student Services 7 hours/day (143.5/mo.) | Child/Youth Care Worker 6 hours/day (123/mo.) | Child/Youth Care Worker 7 hours/day (143.5/mo.) |
|---------|---|---|--|--|
| Level 1 | 2688.00 | 3136.00 | 2688.00 | 3136.00 |
| Level 2 | 2756.91 | 3216.40 | 2756.91 | 3216.40 |
| Level 3 | 2825.85 | 3296.82 | 2825.85 | 3296.82 |

**Effective July 1,
2015**

| Category | Education Assistant 6 hours/day (123/mo.) | Education Assistant 7 Hours/day (143.5/mo.) | School Secretary 7 hours/day (143.5/mo.) | Library Assistant 6 hours/day (123/mo.) | Library Assistant 7 Hours/day (143.5/mo.) |
|-----------------|--|--|---|--|--|
| Level 1 | 2444.28 | 2851.67 | 3089.59 | 2472.52 | 2884.61 |
| Level 2 | 2479.41 | 2892.65 | 3134.24 | 2508.77 | 2926.90 |

| | | | | | |
|---------|---------|---------|---------|---------|---------|
| Level 3 | 2514.49 | 2933.60 | 3178.87 | 2545.04 | 2969.17 |
|---------|---------|---------|---------|---------|---------|

| | | | |
|--------------------------|----------------------------|--------------------------|----------------------------|
| Data Management | Data Management | Child/Youth | Child/Youth |
| Student Services | Student Services | Care Worker | Care Worker |
| 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) | 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) |

| | | | | |
|---------|---------|---------|---------|---------|
| Level 1 | 2714.88 | 3167.36 | 2714.88 | 3167.36 |
|---------|---------|---------|---------|---------|

| | | | | |
|---------|---------|---------|---------|---------|
| Level 2 | 2784.48 | 3248.56 | 2784.48 | 3248.56 |
|---------|---------|---------|---------|---------|

| | | | | |
|---------|---------|---------|---------|---------|
| Level 3 | 2854.11 | 3329.79 | 2854.11 | 3329.79 |
|---------|---------|---------|---------|---------|

**Effective July 1,
2016**

| | | | | | |
|-----------------|----------------------------|----------------------------|----------------------------|--------------------------|----------------------------|
| Category | Education Assistant | Education Assistant | School Secretary | Library Assistant | Library Assistant |
| | 6 hours/day (123/mo.) | 7 Hours/day (143.5/mo.) | 7 hours/day (143.5/mo.) | 6 hours/day (123/mo.) | 7 Hours/day (143.5/mo.) |

| | | | | | |
|---------|---------|---------|---------|---------|---------|
| Level 1 | 2456.50 | 2865.93 | 3105.04 | 2484.88 | 2899.03 |
|---------|---------|---------|---------|---------|---------|

| | | | | | |
|---------|---------|---------|---------|---------|---------|
| Level 2 | 2491.81 | 2907.11 | 3149.91 | 2521.31 | 2941.53 |
|---------|---------|---------|---------|---------|---------|

| | | | | | |
|---------|---------|---------|---------|---------|---------|
| Level 3 | 2527.06 | 2948.26 | 3194.77 | 2557.76 | 2984.01 |
|---------|---------|---------|---------|---------|---------|

| | | | |
|--------------------------|----------------------------|--------------------------|----------------------------|
| Data Management | Data Management | Child/Youth | Child/Youth |
| Student Services | Student Services | Care Worker | Care Worker |
| 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) | 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) |

| | | | | |
|---------|---------|---------|---------|---------|
| Level 1 | 2728.45 | 3183.20 | 2728.45 | 3183.20 |
|---------|---------|---------|---------|---------|

| | | | | |
|---------|---------|---------|---------|---------|
| Level 2 | 2798.40 | 3264.81 | 2798.40 | 3264.81 |
|---------|---------|---------|---------|---------|

| | | | | |
|---------|---------|---------|---------|---------|
| Level 3 | 2868.38 | 3346.44 | 2868.38 | 3346.44 |
|---------|---------|---------|---------|---------|

*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 the newly revised wage rate with ESD.

**Effective July 1,
2017**

| Category | Education Assistant 6 hours/day (123/mo.) | Education Assistant 7 Hours/day (143.5/mo.) | School Secretary 7 hours/day (143.5/mo.) | Library Assistant 6 hours/day (123/mo.) | Library Assistant 7 Hours/day (143.5/mo.) |
|-----------------|---|---|--|--|--|
| Level 1 | 2468.78 | 2880.26 | 3120.56 | 2497.31 | 2913.53 |
| Level 2 | 2504.26 | 2921.65 | 3165.66 | 2533.92 | 2956.24 |
| Level 3 | 2539.69 | 2963.00 | 3210.74 | 2570.55 | 2998.93 |
| | Data Management Student Services 6 hours/day (123/mo.) | Data Management Student Services 7 hours/day (143.5/mo.) | Child/Youth Care Worker 6 hours/day (123/mo.) | Child/Youth Care Worker 7 hours/day (143.5/mo.) | |
| Level 1 | 2742.10 | 3199.11 | 2742.10 | 3199.11 | |
| Level 2 | 2812.39 | 3281.13 | 2812.39 | 3281.13 | |
| Level 3 | 2882.72 | 3363.17 | 2882.72 | 3363.17 | |

*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 the newly revised wage rate with ESD.

**Effective July 1,
2018**

| Category | Education Assistant 6 hours/day (123/mo.) | Education Assistant 7 Hours/day (143.5/mo.) | School Secretary 7 hours/day (143.5/mo.) | Library Assistant 6 hours/day (123/mo.) | Library Assistant 7 Hours/day (143.5/mo.) |
|-----------------|--|--|---|--|--|
| Level 1 | 2481.13 | 2894.66 | 3136.17 | 2509.79 | 2928.10 |
| Level 2 | 2516.79 | 2936.26 | 3181.49 | 2546.59 | 2971.02 |
| Level 3 | 2552.39 | 2977.82 | 3226.80 | 2583.41 | 3013.93 |
| | Data Management Student Services | Data Management Student Services | Child/Youth Care | Child/Youth Care Worker | |

| | 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) | Worker 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) |
|---------|--------------------------|----------------------------|---|----------------------------|
| Level 1 | 2755.81 | 3215.11 | 2755.81 | 3215.11 |
| Level 2 | 2826.46 | 3297.54 | 2826.46 | 3297.54 |
| Level 3 | 2897.13 | 3379.99 | 2897.13 | 3379.99 |

*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 the newly revised wage rate with ESD.

**Effective May 1,
2019**

| Category | Education Assistant 6 hours/day (123/mo.) | Education Assistant 7 Hours/day (143.5/mo.) | School Secretary 7 hours/day (143.5/mo.) | Library Assistant 6 hours/day (123/mo.) | Library Assistant 7 Hours/day (143.5/mo.) |
|-----------------|--|--|---|--|--|
| Level 1 | 2505.94 | 2923.61 | 3167.53 | 2534.89 | 2957.38 |
| Level 2 | 2541.95 | 2965.62 | 3213.31 | 2572.06 | 3000.73 |
| Level 3 | 2577.92 | 3007.60 | 3259.06 | 2609.24 | 3044.07 |

| | Data Management Student Services 6 hours/day (123/mo.) | Data Management Student Services 7 hours/day (143.5/mo.) | Child/Youth Care Worker 6 hours/day (123/mo.) | Child/Youth Care Worker 7 hours/day (143.5/mo.) |
|---------|---|---|--|--|
| Level 1 | 2783.37 | 3247.26 | 2783.37 | 3247.26 |
| Level 2 | 2854.72 | 3330.51 | 2854.72 | 3330.51 |
| Level 3 | 2926.11 | 3413.79 | 2926.11 | 3413.79 |

*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 the newly revised wage rate with ESD.

**SCHEDULE B
CUSTODIAL DEPARTMENT**

1. Level 1 is the rate payable during the probationary period of ninety (90) days.
2. On satisfactory completion of probationary period, Level 2 will be in effect.
3. After a further period of ninety (90) days, Level 3 will be in effect.

Effective May 1, 2014

| Category | Custodian | Custodian |
|-----------------|-----------------------------|-------------------------------|
| | 7 Hours/day (152.25/mo.) | 7.5 Hours/day (163.13/mo.) |
| Level 1 | 3023.48 | 3239.54 |
| Level 2 | 3070.25 | 3289.65 |
| Level 3 | 3117.00 | 3339.74 |

Effective July 1, 2015

| Category | Custodian | Custodian |
|-----------------|-----------------------------|-------------------------------|
| | 7 Hours/day (152.25/mo.) | 7.5 Hours/day (163.13/mo.) |
| Level 1 | 3053.71 | 3271.94 |
| Level 2 | 3100.95 | 3322.55 |
| Level 3 | 3148.17 | 3373.14 |

Effective July 1, 2016

| Category | Custodian | Custodian |
|-----------------|-----------------------------|-------------------------------|
| | 7 Hours/day (152.25/mo.) | 7.5 Hours/day (163.13/mo.) |
| Level 1 | 3068.98 | 3288.30 |
| Level 2 | 3116.46 | 3339.16 |
| Level 3 | 3163.91 | 3390.00 |

*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 the newly revised wage rate with ESD.

Effective July 1, 2017

| Category | Custodian | Custodian |
|-----------------|-----------------------------|-------------------------------|
| | 7 Hours/day (152.25/mo.) | 7.5 Hours/day (163.13/mo.) |
| Level 1 | 3084.33 | 3304.74 |
| Level 2 | 3132.04 | 3355.86 |
| Level 3 | 3179.73 | 3406.95 |

*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 the newly revised wage rate with ESD.

Effective July 1, 2018

| Category | Custodian | Custodian |
|-----------------|-----------------------------|-------------------------------|
| | 7 Hours/day (152.25/mo.) | 7.5 Hours/day (163.13/mo.) |
| Level 1 | 3099.75 | 3321.26 |
| Level 2 | 3147.70 | 3372.63 |
| Level 3 | 3195.63 | 3423.99 |

*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 the newly revised wage rate with ESD.

Effective May 1, 2019

| Category | Custodian | Custodian |
|-----------------|-----------------------------|-------------------------------|
| | 7 Hours/day (152.25/mo.) | 7.5 Hours/day (163.13/mo.) |
| Level 1 | 3130.75 | 3354.47 |
| Level 2 | 3179.18 | 3406.36 |
| Level 3 | 3227.59 | 3458.23 |

*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 the newly revised wage rate with ESD.

**SCHEDULE C
TRANSPORTATION DEPARTMENT**

1. Level 1 is the rate payable during the probationary period of ninety (90) days.
2. On satisfactory completion of probationary period, Level 2 will be in effect.
3. After a further period of ninety (90) days, Level 3 will be in effect.
4. Full-Time employees shall work FORTY (40) hours per week.
(174 hours/month)

Effective May 1, 2014

| Category | Bus Driver | Certified Mechanic Bus Driver |
|-----------------|-------------------|--|
| Level 1 | 3977.86 | 4489.91 |
| Level 2 | 4039.38 | 4559.34 |
| Level 3 | 4100.88 | 4628.79 |

Effective July 1, 2015

| Category | Bus Driver | Certified Mechanic Bus Driver |
|-----------------|-------------------|--|
| Level 1 | 4017.64 | 4534.81 |
| Level 2 | 4079.77 | 4604.93 |
| Level 3 | 4141.89 | 4675.08 |

Effective July 1, 2016

| Category | Bus Driver | Certified Mechanic Bus Driver |
|-----------------|-------------------|--|
| Level 1 | 4037.73 | 4557.48 |
| Level 2 | 4100.17 | 4627.96 |
| Level 3 | 4162.60 | 4698.45 |

*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 the newly revised wage rate with ESD.

Effective July 1, 2017

| Category | Bus Driver | Certified Mechanic Bus Driver |
|-----------------|-------------------|--|
| Level 1 | 4057.92 | 4580.27 |
| Level 2 | 4120.67 | 4651.10 |
| Level 3 | 4183.41 | 4721.95 |

*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 the newly revised wage rate with ESD.

Effective July 1, 2018

| Category | Bus Driver | Certified Mechanic Bus Driver |
|-----------------|-------------------|--|
| Level 1 | 4078.21 | 4603.17 |
| Level 2 | 4141.28 | 4674.35 |
| Level 3 | 4204.33 | 4745.56 |

*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 the newly revised wage rate with ESD.

Effective May 1, 2019

| Category | Bus Driver | Certified Mechanic Bus Driver |
|-----------------|-------------------|--|
| Level 1 | 4118.99 | 4649.20 |
| Level 2 | 4182.69 | 4721.10 |
| Level 3 | 4246.37 | 4793.01 |

*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 the newly revised wage rate with ESD.

**SCHEDULE D
MAINTENANCE DEPARTMENT**

1. Level 1 is the rate payable during the probationary period of ninety (90) days.
2. On satisfactory completion of probationary period, Level 2 will be in effect.
3. After a further period of ninety (90) days, Level 3 will be in effect.
4. Full-Time employees shall work FORTY (40) hours per week.
(174 hours/month)

Effective May 1, 2014

| Category | Maintenance |
|-----------------|--------------------|
| Level 1 | 4030.65 |
| Level 2 | 4092.97 |
| Level 3 | 4155.33 |

Effective July 1, 2015

| Category | Maintenance |
|-----------------|--------------------|
| Level 1 | 4070.96 |
| Level 2 | 4133.90 |
| Level 3 | 4196.88 |

Effective July 1, 2016

| Category | Maintenance |
|-----------------|--------------------|
| Level 1 | 4091.31 |
| Level 2 | 4154.57 |
| Level 3 | 4217.87 |

*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 the newly revised wage rate with ESD.

Effective July 1, 2017

Category Maintenance

Level 1 4111.77

Level 2 4175.34

Level 3 4238.96

*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 the newly revised wage rate with ESD.

Effective July 1, 2018

Category Maintenance

Level 1 4132.33

Level 2 4196.22

Level 3 4260.15

*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 the newly revised wage rate with ESD.

Effective May 1, 2019

Category Maintenance

Level 1 4173.65

Level 2 4238.18

Level 3 4302.75

*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 the newly revised wage rate with ESD.

**SCHEDULE D
NATIVE HOME/SCHOOL COORDINATORS DEPARTMENT**

1. Level 1 is the rate payable during the probationary period of ninety (90) days.
2. On satisfactory completion of probationary period, Level 2 will be in effect.
3. After a further period of ninety (90) days, Level 3 will be in effect.

Effective May 1, 2014

| Category | Home/School Coordinator | Home/School Coordinator |
|-----------------|------------------------------------|------------------------------------|
| | 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) |
| Level 1 | 2450.18 | 2857.94 |
| Level 2 | 2488.38 | 2902.15 |
| Level 3 | 2525.44 | 2946.36 |

Effective July 1, 2015

| Category | Home/School Coordinator | Home/School Coordinator |
|-----------------|------------------------------------|------------------------------------|
| | 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) |
| Level 1 | 2474.68 | 2886.52 |
| Level 2 | 2513.26 | 2931.17 |
| Level 3 | 2550.69 | 2975.82 |

Effective July 1, 2016

| Category | Home/School Coordinator | Home/School Coordinator |
|-----------------|------------------------------------|------------------------------------|
| | 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) |
| Level 1 | 2487.06 | 2900.95 |
| Level 2 | 2525.83 | 2945.83 |

Level 3 2563.45 2990.70

*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 the newly revised wage rate with ESD.

Effective July 1, 2017

| Category | Home/School Coordinator | Home/School Coordinator |
|-----------------|--------------------------------|--------------------------------|
|-----------------|--------------------------------|--------------------------------|

| | | |
|--|--------------------------|----------------------------|
| | 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) |
|--|--------------------------|----------------------------|

| | | |
|---------|---------|---------|
| Level 1 | 2499.49 | 2915.46 |
|---------|---------|---------|

| | | |
|---------|---------|---------|
| Level 2 | 2538.46 | 2960.56 |
|---------|---------|---------|

| | | |
|---------|---------|---------|
| Level 3 | 2576.27 | 3005.66 |
|---------|---------|---------|

*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 the newly revised wage rate with ESD.

Effective July 1, 2018

| Category | Home/School Coordinator | Home/School Coordinator |
|-----------------|--------------------------------|--------------------------------|
|-----------------|--------------------------------|--------------------------------|

| | | |
|--|--------------------------|----------------------------|
| | 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) |
|--|--------------------------|----------------------------|

| | | |
|---------|---------|---------|
| Level 1 | 2511.99 | 2930.03 |
|---------|---------|---------|

| | | |
|---------|---------|---------|
| Level 2 | 2551.15 | 2975.36 |
|---------|---------|---------|

| | | |
|---------|---------|---------|
| Level 3 | 2589.15 | 3020.68 |
|---------|---------|---------|

*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 the newly revised wage rate with ESD.

Effective May 1, 2019

| Category | Home/School Coordinator | Home/School Coordinator |
|-----------------|--------------------------------|--------------------------------|
|-----------------|--------------------------------|--------------------------------|

| | | |
|--|--------------------------|----------------------------|
| | 6 hours/day (123/mo.) | 7 hours/day (143.5/mo.) |
|--|--------------------------|----------------------------|

| | | |
|---------|---------|---------|
| Level 1 | 2537.11 | 2959.33 |
| Level 2 | 2576.66 | 3005.11 |
| Level 3 | 2615.04 | 3050.89 |

*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 the newly revised wage rate with ESD.

**SCHEDULE F
EARLY CHILDHOOD EDUCATION DEPARTMENT**

1. Level 1 is the rate payable during the probationary period of ninety (90) days.
2. On satisfactory completion of probationary period, Level 2 will be in effect.
3. After a further period of ninety (90) days, Level 3 will be in effect.

Effective May 1, 2014

| Category | Strong Starts Pre-School 6 hours/day (123/mo.) | Early Childhood Education Manager 6.5 hours/day (133.25/mo.) |
|-----------------|---|---|
| Level 1 | 2553.33 | 2766.55 |
| Level 2 | 2605.54 | 2822.84 |
| Level 3 | 2657.76 | 2879.14 |

Effective July 1, 2015

| Category | Strong Starts Pre-School 6 hours/day (123/mo.) | Early Childhood Education Manager 6.5 hours/day (133.25/mo.) |
|-----------------|---|---|
| Level 1 | 2578.86 | 2794.22 |
| Level 2 | 2631.60 | 2851.07 |
| Level 3 | 2684.34 | 2907.93 |

Effective July 1, 2016

| Category | Strong Starts Pre-School 6 hours/day (123/mo.) | Early Childhood Education Manager 6.5 hours/day (133.25/mo.) |
|-----------------|---|---|
| Level 1 | 2591.76 | 2808.19 |
| Level 2 | 2644.75 | 2865.32 |
| Level 3 | 2697.76 | 2922.47 |

*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 the newly revised wage rate with ESD.

Effective July 1, 2017

| Category | Strong Starts Pre-School 6 hours/day (123/mo.) | Early Childhood Education Manager 6.5 hours/day (133.25/mo.) |
|-----------------|---|---|
| Level 1 | 2604.72 | 2822.23 |
| Level 2 | 2657.98 | 2879.65 |
| Level 3 | 2711.25 | 2937.08 |

*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 the newly revised wage rate with ESD.

Effective July 1, 2018

| Category | Strong Starts Pre-School 6 hours/day (123/mo.) | Early Childhood Education Manager 6.5 hours/day (133.25/mo.) |
|-----------------|---|---|
| Level 1 | 2617.74 | 2836.34 |
| Level 2 | 2671.27 | 2894.05 |
| Level 3 | 2724.80 | 2951.77 |

*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 the newly revised wage rate with ESD.

Effective May 1, 2019

| Category | Strong Starts Pre-School 6 hours/day (123/mo.) | Early Childhood Education Manager 6.5 hours/day (133.25/mo.) |
|-----------------|---|---|
| Level 1 | 2643.92 | 2864.70 |
| Level 2 | 2697.98 | 2922.99 |
| Level 3 | 2752.05 | 2981.29 |

*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 the newly revised wage rate with ESD.

Appendix A

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

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

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

1. Term

July 1, 2014 to June 30, 2019.

2. Wage Increases

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

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

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

3. Employee Support Grant

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

4. Benefits Standardization

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

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

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

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

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

6. Education Assistants Committee

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

- e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.
- f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

7. Learning Improvement Fund – Support Staff

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

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

Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

8. PEBT

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

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

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

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

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

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

9. Shared Services

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

10. Demographic, Classification and Wage Information

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

11. Standardized Job Evaluation Study

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

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

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

12. Job Evaluation Fund

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

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

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

13. Provincial Bargaining

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

14. Unpaid Work

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

15. Workload Concerns

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

16. Modified Calendar

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

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

Dated this 7th 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**

APPENDIX A

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 1st and ending December 31st 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 (11th) 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 7th, 2014 by:

Renzo Del Negro
For BCPSEA

Marcel Marsolais
For K-12 Presidents' Council

Paige MacFarlane
For 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 7th, 2014 by:

Renzo Del Negro
For BCPSEA

Marcel Marsolais
For K-12 Presidents' Council

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

APPENDIX C

Provincial Support Staff Extended Health Benefit Plan

**TERMS OF REFERENCE
BETWEEN:
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
K-12 PRESIDENTS COUNCIL
Re: Exploration of a Greater Standardization of Benefits Plans**

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

Terms of Reference:

1. The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10th, 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 13th, 2014 or a mutually agreed upon day.

APPENDIX D

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

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

RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities

WHEREAS:

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

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

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

THEREFORE:

The parties hereby agree as follows:

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

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

Original signed on June 7th, 2014 by:

Renzo Del Negro
For BCPSEA

Marcel Marsolais
For Support Staff Unions

Paige MacFarlane
For Ministry of Education

LETTER OF UNDERSTANDING No. 1

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 49
("The Board")**

AND

**CENTRAL COAST NON-TEACHING STAFF ASSOCIATION
("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 Teacher 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 17th day of December, 2013.



For The Board

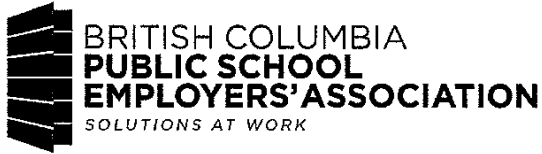


For The Union

Signed this 18th 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:

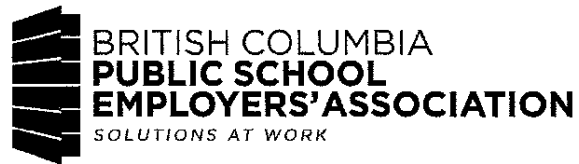
As part of the framework discussions between the K-12 Support Staff Unions and BCPSEA, the parties have agreed that it is desirable to facilitate a transition from the term "Teacher's Assistant" to "Education Assistant".

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]

Jacquie Griffiths

Associate Executive Director

BCPSEA

Attachment 2

Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

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

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

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

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

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at www.PEBT.ca). 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.