COLLECTIVE AGREEMENT

between

BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. 50
(HAIDA GWAI")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2020

July 1, 2014 – June 30, 2019
# TABLE OF CONTENTS

**ARTICLE 1**

PREAMBLE .................................................................................................................. 1  
1.01 THE PURPOSE OF THIS AGREEMENT IS TO: ............................................ 1  
1.02 THE PARTIES TO THE AGREEMENT UNDERTAKE THE FOLLOWING: .......... 1  

**ARTICLE 2**

HARASSMENT/SEXUAL HARASSMENT ........................................................................ 2  
2.01 GENERAL ......................................................................................................... 2  
2.02 DEFINITIONS .................................................................................................... 2  
2.03 RESOLUTION PROCEDURE ............................................................................ 3  
2.04 REMEDIES ....................................................................................................... 4  
2.05 TRAINING ........................................................................................................ 5  
2.06 ARTICLE NON-SEXIST ENVIRONMENT ........................................................... 5  
2.07 ARTICLE STAFF ORIENTATION .................................................................... 6  

**ARTICLE 3**

DEFINITIONS ........................................................................................................... 6  
3.01 REGULAR FULL TIME EMPLOYEE ................................................................ 6  
3.02 REGULAR PART-TIME EMPLOYEE .................................................................. 6  
3.03 TEMPORARY EMPLOYEE .............................................................................. 6  
3.04 SCHOOL TERM EMPLOYEE ............................................................................ 7  
3.05 CASUAL EMPLOYEE ..................................................................................... 7  
3.06 PROBATION ...................................................................................................... 7  

**ARTICLE 4**

MANAGEMENT RIGHTS .......................................................................................... 7  
4.01 MANAGEMENT RIGHTS .................................................................................. 7  
4.02 EMPLOYER’S RIGHT TO HIRE ...................................................................... 7  
4.03 OTHER FUNCTIONS ...................................................................................... 8  
4.04 NO DISCRIMINATION .................................................................................... 8  

**ARTICLE 5**

RECOGNITION AND NEGOTIATION ......................................................................... 8  
5.01 COLLECTIVE BARGAINING AGENT ............................................................. 8  
5.02 COLLECTIVE AGREEMENT IS APPLICABLE .............................................. 8  
5.03 EXCEPTIONS FOR BARGAINING UNIT WORK ........................................... 8  

**ARTICLE 6**

UNION MEMBERSHIP ............................................................................................ 8  
6.01 UNION MEMBERSHIP .................................................................................... 8  
6.02 UNION DUES ................................................................................................... 8  

**ARTICLE 7**

CHECK-OFF OF UNION DUES ................................................................................ 9  
7.01 DEDUCTIONS FROM EMPLOYEES ............................................................... 9  
7.02 DEDUCTIONS FORWARDED TO THE UNION ............................................... 9  

**ARTICLE 8**

UNION MANAGEMENT RELATIONS ....................................................................... 9  
8.01 CORRESPONDENCE ....................................................................................... 9  
8.02 UNION BARGAINING COMMITTEE MEMBERS ............................................ 9  
8.03 BARGAINING COMMITTEE PURPOSE ......................................................... 9  
8.04 UNION BARGAINING COMMITTEE AND NEGOTIATION MEETINGS .......... 9
ARTICLE 9  GRIEVANCE PROCEDURE ................................................. 10
  9.01 GRIEVANCE DEFINITION ............................................. 10
  9.02 GRIEVANCE COMMITTEE ............................................. 11
  9.03 RECOGNITION OF UNION STEWARDS .............................. 11
  9.04 PERMISSION TO LEAVE WORK ....................................... 11
  9.05 SETTLING GRIEVANCES .............................................. 11
  9.06 GRIEVANCE PROCEDURE ............................................. 11
  9.07 WHEN TO BYPASS STEP 1 ........................................... 12
  9.08 TIME LIMITS .......................................................... 12

ARTICLE 10  ARBITRATION .......................................................... 12
  10.01 EACH PARTY WILL PAY (½) OF THE COST OF THE ARBITRATOR .. 12
  10.02 SOLE ARBITRATOR .................................................. 12
  10.03 ARBITRATION BOARD ................................................. 12
  10.04 EXPEDITED ARBITRATION ........................................... 12

ARTICLE 11  DISCHARGE, SUSPENSION AND DISCIPLINE .................. 12
  11.01 NOTIFICATION ...................................................... 12
  11.02 WRITTEN PARTICULARS OF SUCH CENSURE ....................... 13
  11.03 CROSSING LEGAL PICKET LINES .................................. 13

ARTICLE 12  SENIORITY ............................................................. 13
  12.01 DEFINITION .......................................................... 13
  12.02 EMPLOYEE SHALL NOT LOSE ACCUMULATED SENIORITY .......... 13
  12.03 SECONDARY SENIORITY .............................................. 13
  12.04 SENIORITY LIST ..................................................... 14

ARTICLE 13  PROMOTIONS AND STAFF CHANGES .............................. 15
  13.01 VACANCY OCCURRENCE OR NEW POSITION CREATED .............. 15
  13.02 POSTING CONTENTS .................................................. 15
  13.03 NOTIFICATION TO THE UNION ...................................... 15
  13.04 SENIORITY AND HIRING ............................................. 15
  13.05 TRIAL PERIOD OF A TRANSFERRED OR PROMOTED EMPLOYEE .. 15
  13.06 JULY AND AUGUST POSTINGS ..................................... 15
  13.07 TEMPORARY POSITIONS ............................................. 16
  13.08 INCREASE IN HOURS ................................................ 16
  13.09 UNQUALIFIED EMPLOYEES ......................................... 16

ARTICLE 14  LAYOFF AND RECALL ............................................... 17
  14.01 LAYOFF DEFINED ..................................................... 17
  14.02 BUMPING ............................................................. 17
ARTICLE 15  HOURS OF WORK ................................................................. 19
  15.01  CLERICAL ........................................................................ 19
  15.02  MAINTENANCE ................................................................. 19
  15.03  CUSTODIAL ...................................................................... 19
  15.04  EDUCATION ASSISTANTS ............................................... 19
  15.05  STRONG START FACILITATORS AND EARLY LEARNING COORDINATORS ........................................ 19
  15.06  ALTERNATIVE HOURS ..................................................... 20
  15.07  MEAL BREAKS .................................................................. 20
  15.08  SHIFTWORK ..................................................................... 20
  15.09  PAID REST PERIOD ......................................................... 20
  15.10  SPLIT SHIFTS ................................................................... 20
  15.11  FOUR HOUR MINIMUM .................................................... 20
  15.12  HAZARDOUS ROAD CONDITIONS/ROAD CLOSURES — ON ISLAND ........................................ 21
  15.13  HAZARDOUS ROAD CONDITIONS/ROAD CLOSURES — OFF ISLAND ........................................ 21

ARTICLE 16  OVERTIME ...................................................................... 22
  16.01  OVERTIME RATES .............................................................. 22
  16.02  OVERTIME DEFINITION .................................................... 22
  16.03  OVERTIME WORKED SHALL BE PAID AS NOTED: .......... 22
  16.04  PART-TIME EMPLOYEES ................................................... 22
  16.05  VOLUNTARY OVERTIME .................................................. 22
  16.06  AUTHORIZED CALLOUT DEFINITION ............................... 22

ARTICLE 17  HOLIDAYS ..................................................................... 23
  17.01  THE EMPLOYER RECOGNIZES AS PAID HOLIDAYS: ........ 23
  17.02  MUNICIPAL GOVERNMENT HOLIDAYS ............................ 23
  17.03  PAID HOLIDAYS FALLING ON SCHEDULED DAY OFF ....... 23
  17.04  SCHOOL TERM EMPLOYEES ............................................ 23
  17.05  HOLIDAY PAY FOR SCHOOL TERM EMPLOYEES ......... 23
  17.06  SCHOOL TERM EMPLOYEES WORKING PARTIALLY THROUGH THE YEAR ........................................ 23
  17.07  STATUTORY HOLIDAY ENTITLEMENT ............................... 23

ARTICLE 18  VACATIONS .................................................................. 24
  18.01  VACATION DEFINITION .................................................... 24
  18.02  STATUTORY HOLIDAYS DURING VACATION .................... 24
  18.03  VACATIONS ................................................................. 24
  18.04  VACATION PAY .............................................................. 25
  18.05  TEMPORARY AND CASUAL EMPLOYEES ....................... 25
  18.06  TIMING OF VACATION PAY ............................................. 25
  18.07  VACATION CARRY-OVER ............................................... 25
ARTICLE 19  SICK LEAVE ............................................................................. 25
  19.01  SICK LEAVE DEFINITION ................................................................. 25
  19.02  SICK DAYS ....................................................................................... 25
  19.03  SICK LEAVE ACCRUAL DURING LEAVES WITHOUT PAY ............. 25
  19.04  PART-TIME EMPLOYEES ................................................................. 26
  19.05  RETIREMENT .................................................................................. 26
  19.06  MEDICAL CERTIFICATES ............................................................... 26
  19.07  FAMILY ILLNESS ............................................................................ 26

ARTICLE 20  LEAVE OF ABSENCE ................................................................. 26
  20.01  BEREAVEMENT LEAVE ................................................................. 26
  20.02  MATERNITY LEAVE ....................................................................... 27
  20.03  JURY DUTY OR COURT WITNESS LEAVE ................................... 27
  20.04  EDUCATIONAL LEAVE .................................................................. 28
  20.05  RECOGNIZED EXAMINATIONS .................................................... 28
  20.06  UNION EDUCATION ....................................................................... 28
  20.07  UNION LEAVE ................................................................................ 28
  20.08  GENERAL LEAVE WITHOUT PAY ................................................ 29
  20.09  GENERAL LEAVE WITH PAY ........................................................ 29
  20.10  EXTENDED LEAVE .......................................................................... 29
  20.11  PROFESSIONAL DEVELOPMENT DAYS ....................................... 29
  20.12  DISCRETIONARY LEAVE .............................................................. 30
  20.13  PARENTAL LEAVE .......................................................................... 30

ARTICLE 21  EMPLOYEE BENEFITS ................................................................ 31
  21.01  BENEFIT SCHEDULE ...................................................................... 31
  21.02  BENEFITS TRUST/LTD/RETURN TO WORK .................................. 31
  21.03  REGULAR FULL-TIME EMPLOYEES ............................................. 32
  21.04  TEMPORARY EMPLOYEES ............................................................ 32
  21.05  WRITTEN APPLICATION ............................................................... 32
  21.06  BENEFITS DURING LAYOFF .......................................................... 32
  21.07  WORKSAFE BC COMPENSATION ................................................. 32
  21.08  PREMIUM SHARING ..................................................................... 32
  21.09  LONG TERM DISABILITY PLAN .................................................. 33
  21.10  MUNICIPAL PENSION PLAN AND GROUP RRSP ......................... 33
  21.11  CUPE PRE-RETIREMENT SEMINAR .............................................. 34

ARTICLE 22  PAYMENT OF WAGES AND ALLOWANCES ............................. 34
  22.01  PAYMENT OF SALARIES AND WAGES ........................................ 34
  22.02  WHEN PAYROLLS WILL BE RELEASED ....................................... 34
  22.03  TEMPORARILY WORKING AT A HIGHER PAYING POSITION .......... 34
  22.04  MILEAGE ...................................................................................... 34
  22.05  ABNORMAL WORK DEFINED ....................................................... 34
  22.06  LEAD HANDS DEFINED .................................................................. 34
  22.07  NEW CONSTRUCTION DEFINED .................................................... 35
  22.08  SHIFT PREMIUM ............................................................................ 35
  22.09  AN UNSCHEDULED MEAL ALLOWANCE ...................................... 35
ARTICLE 23 TRANSPORTATION OF ACCIDENT VICTIMS
23.01 Transportation of On the Job Accident Victims

ARTICLE 24 CONTRACTING OUT
24.01 Subcontracting
24.02 Job Security

ARTICLE 25 TECHNOLOGICAL CHANGE
25.01 Definition
25.02 Advance Notice
25.03 Income Protection and Transfers
25.04 Training Benefits

ARTICLE 26 GENERAL CONDITIONS
26.01 Bulletin Boards
26.02 Reclassification and New Positions
26.03 Temporary Employment Preference
26.04 Tuberculosis Testing
26.05 Medication
26.06 Copies of Agreement
26.07 Board to Indemnify
26.08 Career Development Program
26.09 Masculine Feminine Singular Plural Terms
26.10 Access to Personnel File

ARTICLE 27 TERM OF AGREEMENT
27.01 Term of Agreement
27.02 Public Sector Accord
27.03 Government Funding

ARTICLE 28 SCHEDULES
28.01 Schedule Listings

SCHEDULE "A" - Pay Grid

SCHEDULE "B"

LIST OF PROTECTIVE CLOTHING AND STANDARD TOOLS
TOOL LIST A
BASIC TOOL REQUIREMENTS FOR MAINTENANCE I
TOOL LIST B
BASIC TOOL REQUIREMENTS FOR MAINTENANCE II
TOOL LIST C
BASIC TOOL REQUIREMENTS FOR MAINTENANCE III
TOOL LIST D ........................................................................................................46
BASIC TOOL REQUIREMENTS FOR MAINTENANCE TRADESMAN ..................46

SCHEDULE "C" ........................................................................................................47
LIST OF MANAGEMENT EXCLUSIONS ..........................................................47

APPENDIX "A" ..........................................................................................................48
DEFERRED SALARY LEAVE PLAN .....................................................................48

APPENDIX "B" ..........................................................................................................49
RIGHT TO REFUSE UNSAFE WORK .....................................................................49

APPENDIX "C" ..........................................................................................................50
EMPLOYEE AND FAMILY ASSISTANCE PROGRAM ........................................50

APPENDIX "D" ..........................................................................................................51
CAREER DEVELOPMENT FUND .........................................................................51

APPENDIX “E” ..........................................................................................................52
LETTER FROM PAUL RAMSEY DATE JUNE 6, 2000 ..........................................52

APPENDIX “F” ..........................................................................................................54
LETTER OF UNDERSTANDING BETWEEN SIGNATORY SCHOOL BOARDS AND
SIGNATORY SUPPORT STAFF UNIONS SIGNED MAY 22, 2006 ..................54

APPENDIX “G” ..........................................................................................................67
LETTER OF UNDERSTANDING BETWEEN BCPSEA, SIGNATORY SCHOOL
BOARDS AND SIGNATORY SUPPORT STAFF, DECEMBER 14, 2011 ........67

APPENDIX “H” ..........................................................................................................73
LETTER OF UNDERSTANDING RE: CLASS ORGANIZATION FUND – DECEMBER 14, 2011 .....73

APPENDIX “I” ..........................................................................................................75
PROVINCIAL FRAMEWORK AGREEMENT 2014 ..............................................75

LETTER OF UNDERSTANDING NO. 1 ..................................................................92
RE: WCB LEVEL 1 FIRST AID CERTIFICATE ..................................................92

LETTER OF UNDERSTANDING NO. 2 ..................................................................93
RE: ABORIGINAL EDUCATION HIRING FOR POSITIONS FUNDED THROUGH
ABORIGINAL TARGETED FUNDS ........................................................................93

LETTER OF UNDERSTANDING NO. 3 ..................................................................94
RE: ARTICLE 24.02 – JOB SECURITY ................................................................94
AGREEMENT BETWEEN:

THE BOARD OF EDUCATION

(hereinafter called the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2020

(hereinafter called the "Union")

ARTICLE 1  PREAMBLE

1.01  The purpose of this Agreement is to:

(1)  Secure for the Employer and the employee the full benefits of orderly and legal collective bargaining;

(2)  Ensure to the utmost possible extent the physical welfare and safety of employees, economy of operations, quality of work performed and the protection of public properties;

(3)  Recognize by this Agreement each others' duty to ensure full cooperation, individually and collectively, for the betterment and the advancement of the recited conditions.

1.02  The parties to the Agreement undertake the following:

(1)  The Employer and the Union agree to abide by the terms as set out in this Agreement;

(2)  The Union further agrees that it will at all times instruct its membership to act in accordance with the terms and conditions set forth in this document;

(3)  The Employer agrees, in exercising the management function, that the terms and provisions of the Agreement will be carried out;

(4)  The Employer shall consult with the Union when drafting changes to or writing new job descriptions, but has the right to determine job content. When the Union believes a job description needs to be reviewed and changed the Union shall put a request in writing to the Employer, stating the reasons for the requested change.
ARTICLE 2
HARASSMENT/SEXUAL HARASSMENT

2.01 General

(a) The Employer recognizes the right of all employees to work, to conduct business, or otherwise to associate free from harassment or sexual harassment.

(b) The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.

(c) No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.

(d) All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.

(e) The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

2.02 Definitions

(a) For the purpose of this article harassment shall be defined as including:

(i) sexual harassment; or

(ii) any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or

(iii) objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or

(iv) the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or

(v) such misuses of power or authority as intimidation, threats, coercion and blackmail.
(b) The definition of “sexual harassment” shall include:

(i) any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or

(ii) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or

(iii) an implied promise of reward for complying with a request of a sexual nature; or

(iv) a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

2.03 Resolution Procedure

(a) STEP ONE

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.

Before proceeding to Step 2, the complainant may approach his/her administrative officer, union rep 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.

(b) STEP TWO

(i) If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the Secretary-Treasurer or designate.

(ii) The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.

(iii) In the event the Secretary-Treasurer is involved either as the complainant or alleged harasser, the complaint shall, at the complainant’s discretion, 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 THREE**

(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 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.

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** Remedies **

(a) Where the investigation determines 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 harassment or sexual harassment has occurred, and the 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 of Article 9.06 (Grievance Procedure). In the event the alleged harasser is the Secretary-Treasurer, the parties agree to refer the complaint directly to expedited arbitration.
2.05 Training

(a) The employer, in consultation with the Union, shall be responsible for developing and implementing an ongoing 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 be scheduled annually for all new employees to attend.

(b) Within twelve (12) months of the conclusion of the collective agreement, the employer shall have a training program in place. The program shall include but not be limited to:

(i) the definitions of harassment and sexual harassment as outlined in this Agreement;

(ii) understanding situations that are not harassment or sexual 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 harassment and sexual harassment;

(v) a review of the resolution of harassment and sexual harassment as outlined in this Agreement;

(vi) understanding malicious complaints and the consequences of such;

(vii) outlining any Board policy for dealing with harassment and sexual harassment;

(viii) outlining laws dealing with harassment and sexual harassment which apply to employees in BC.

2.06 Article Non-Sexist Environment

A non-sexist environment is defined as that in which there is no discrimination against females or males by portraying them in gender stereotyped roles or by omitting their contributions.

The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the Local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.

The employer and the Local shall promote a non-sexist environment through the development, integration, and implementation of non-sexist educational programs, activities, and learning resources for both staff and students.
2.07 Article Staff Orientation

All employees new to the staff of the Board shall receive, within the first thirty (30) days of commencing duties, an orientation to be developed by the Board and the Union.

The orientation to be developed by the parties, shall be designed to acquaint employees with the basic operation of the School District and the school as well as the employees' rights and responsibilities as set out in the Collective Agreement.

ARTICLE 3 DEFINITIONS

3.01 Regular Full Time Employee

An employee who has been assigned to an established position with full time hours and who has successfully completed the probationary period. This includes, twelve (12) month and school-term employees.

3.02 Regular Part-time Employee

An employee who has been assigned to a posted position and works a specific number of hours less than full time, on a regular basis and who has successfully completed the probationary period.

3.03 Temporary Employee

An employee who is hired for a limited time period only. Such an employee will be advised at the time of hiring that the appointment is temporary and, where possible, the approximate duration of the appointment. With the exception of replacements for maternity leaves, a temporary employee shall not continue in a position longer than one (1) school year without the written agreement of the Union.

All temporary employees will be entitled to sick leave of one and one half (1½) days per month on a pro-rata basis on the number of hours worked per day upon completion of three (3) months of employment.

For all temporary positions that exceed sixty-five (65) days, the following articles in the collective agreement will apply with benefits commencing on the first of the month following three (3) months of employment:

(1) Article 17 – Holidays
(2) Article 18.05 – Vacations
(3) Article 19.07 – Family Illness
(4) Article 20 – Leave of Absence (only the following Articles: 20.01, 20.03, 20.04, 20.05, 20.06, 20.07, 20.08, 20.09, 20.11, and 20.12)
Article 22 – Payment of Wages and Allowances

It is understood that the above referenced Articles are for the purposes of benefits and leaves of absence only.

Upon completion of a Temporary Appointment, a temporary employee who has worked more than sixty-five (65) days will qualify for benefits effective the first date of the subsequent appointment provided that the appointment occurs within the same school year or no more than four (4) months following the termination date of the previous appointment.

3.04 School Term Employee

An employee, full or part-time, who has successfully completed the probationary period and who is employed for the school term. A principal or supervisor may extend the length of the school term to be greater than the number of days school is in session.

The Strong Start Facilitator and the Early Learning Program Coordinator are ten (10) month positions.

3.05 Casual Employee

An employee who is hired on a day to day basis for up to fifteen (15) working days duration. A casual employee will normally be hired to fill a vacancy caused by sickness, leave of absence, or vacation. A casual employee shall pay union dues to the Union.

3.06 Probation

Except as otherwise noted, probation is a period of three (3) months worked from commencement of employment. This period is subject to termination of employment with just cause on one (1) day of notice from the Employer or the employee. Upon completion of the probationary period, the employee shall be regarded as a regular employee and shall be entitled to seniority and sick leave dating from the day he or she entered the employ of the Board.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Management Rights

The management and operation, together with the direction and promotion, of the working force is vested exclusively in the Employer, in accordance with its commitments and responsibilities.

4.02 Employer’s Right to Hire

The Employer will always have the right to hire, assign, demote, discipline, determine job content or dismiss employees for cause; such right not to be inconsistent with the provisions of the Agreement nor used for the purpose of discrimination against employees.
4.03 Other Functions
The foregoing will be deemed to include other functions of management not specifically covered in the Agreement, subject to the Union's right to institute grievance procedure.

4.04 No Discrimination
The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family status, place of residence, handicap, nor by reason of his membership or activity in the Union.

ARTICLE 5 RECOGNITION AND NEGOTIATION

5.01 Collective Bargaining Agent
The Employer recognizes the Canadian Union of Public Employees, Local 2020, as collective bargaining agent for employees certified by the British Columbia Labour Relations Board and covered by this Agreement. No employees shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of the Agreement.

5.02 Collective Agreement is Applicable
The Collective Agreement is applicable to all employees except as otherwise stipulated and attached as Schedule D.

5.03 Exceptions for Bargaining Unit Work
Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included within the bargaining unit, except for purposes of instruction, experimentation or in emergencies, or as otherwise mutually agreed upon.

ARTICLE 6 UNION MEMBERSHIP

6.01 Union Membership
The Employer agrees that all employees covered by the terms of this Agreement shall, as a condition of employment, become and remain members of the Union.

6.02 Union Dues
All bargaining unit employees will pay union dues.
ARTICLE 7  CHECK-OFF OF UNION DUES

7.01  Deductions from Employees

The Employer will deduct from every employee any dues, initiation fees and assessments upon receipt of written authorization from the employee and forward same to the Union. Union dues deducted at source will appear on the annual T4 statements.

7.02  Deductions forwarded to the Union

Deductions will be forwarded to the Secretary Treasurer of the Union no later than the 15th day of the month, accompanied by a list of names of employees from whose wages the deductions have been made and the amount of dues deducted.

ARTICLE 8  UNION MANAGEMENT RELATIONS

8.01  Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, will pass to and from the Chief Executive Officer of the Employer and the President and Recording Secretary of the Union.

8.02  Union Bargaining Committee Members

The Union Bargaining Committee will be elected or appointed and will not consist of more than five (5) members of the Union. The Union will inform the Employer when any member changes take place on the said Committee. No member of the Committee will be recognized by the Employer unless this procedure has been carried out.

8.03  Bargaining Committee Purpose

The Bargaining Committee will be the sole agent of the Union in all matters pertaining to the negotiation of the employee benefits, rates of pay, hours of work, collective bargaining and other working conditions.

8.04  Union Bargaining Committee and Negotiation Meetings

Any representative of the Union Bargaining Committee will have the right to attend negotiation meetings within working hours without loss of remuneration.

8.05  CUPE National Representatives

The Union will have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer, or after Step 2 of the Grievance Procedure has been completed.
8.06 **Labour Management Committee**

A Labour Management Committee will be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. Both parties will enjoy the support and assistance of their respective organizations.

8.07 **Purpose of the Labour Management Committee**

The purpose of the Labour Management Committee is to provide a vehicle to bring labour and management together to discuss matters of mutual concern. Discussions will be a constructive attempt to ensure better relations and to further understanding of each party's functions.

8.08 **Labour Management Committee Meetings**

The Labour Management Committee will meet at the request of either party. The meeting shall be held within five (5) working days of receiving the request and will be held at a mutually agreeable time. Any Union representatives required to leave work shall do so with pay. The Chairperson of the meeting will alternate between Union and Employer.

8.09 **Union Executive Members and Shop Stewards Listing**

The Union will provide the Employer with a list of executive members and Shop Stewards whenever representatives for these positions are changed. The Union shall also include the location of each Shop Steward.

8.10 **Union President Release Time**

The Employer agrees to release the president of the Union from regular duties for up to twelve (12) working hours per month to conduct union business for the local as follows:

(a) The Employer shall continue to pay the President his/her wages and benefits; and

(b) The Union shall reimburse the Employer for said wages and benefits upon receipt of invoice.

**ARTICLE 9**

**GRIEVANCE PROCEDURE**

Preamble: There is nothing in this Article which shall be interpreted as preventing any employee from discussing his or her own personal problem with his or her immediate supervisor.

9.01 **Grievance Definition**

A grievance is any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any questions governing the discipline or dismissal of an employee bound by this Agreement or a case where the Employer has been alleged to have acted unjustly.
9.02 Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members drawn from a total of eight (8) members whose duties shall be to process any grievance in accordance with the Grievance Procedure. The Union shall notify the Employer in writing of the name of each member of the Grievance Committee.

9.03 Recognition of Union Stewards

The Employer shall recognize Union Stewards, appointed or otherwise selected by the Union, whose duties shall be to investigate and attempt to settle disputes before reaching the Grievance Committee.

9.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall not be unreasonably denied. Employee time spent working on Shop Steward business will be recorded on their timesheet.

9.05 Settling Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the manner as set out and agreed to.

9.06 Grievance Procedure

The Employer and the Union agree that when a grievance arises it will be dealt with in the following manner:

Step 1

As soon as an employee becomes aware of a grievance, the employee(s) and/or the Union Steward shall take up the matter with the employee(s)’ immediate supervisor; in any case not later than twenty (20) working days after notification or the employee becomes aware of the action or circumstances giving rise to the grievance.

Step 2

Failing satisfactory settlement within seven (7) working days after the dispute was submitted under Step 1, the Union Grievance Committee shall consider the matter and within ten (10) working days forward the dispute in writing to the appropriate District Manager as outlined in Schedule C, who will have a further ten (10) working days to reply.
Step 3
Failing satisfactory settlement under Step 2 and within ten (10) working days, the Union Grievance Committee may submit the grievance, in writing, through the Chief Executive Officer, to a Committee of the Board and both Committees shall meet with a view to settling the grievance.

Step 4
Failing a satisfactory settlement within fourteen (14) working days of submitting the grievance under Step 3, the Union may refer the grievance to arbitration as provided in Article 10 of this Agreement.

9.07 When to Bypass Step 1
Where a dispute involves a question of general application or interpretation, or where a group of employees and/or the Union has a grievance, it will be in order to bypass Step 1.

9.08 Time Limits
The time limits of the grievance procedure at any given step may be extended by mutual written agreement of both parties.

ARTICLE 10 ARBITRATION

10.01 Each party will pay (½) of the cost of the Arbitrator.

10.02 Sole Arbitrator
The Arbitrator shall deliver their award in writing to each of the parties within ten (10) days after all evidence has been submitted.

10.03 Arbitration Board
By mutual agreement of the parties, an Arbitration Board may be substituted for the Sole Arbitrator outlined in the Article and each party will pay one-half of the fees and expenses for the Arbitrator and their own nominee.

10.04 Expedited Arbitration
Referral to expedited arbitration will be by mutual agreement of the parties.

ARTICLE 11 DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Notification
In the case of discharge, suspension or discipline, the employee and Union President will be notified in writing of the action and/or penalty.
11.02 Written Particulars of Such Censure
Whenever Administration deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any repetition of the act complained of, or omission referred to, if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the employee and President of the Union.

11.03 Crossing Legal Picket Lines
An employee covered by this Agreement will have the right to refuse to cross a legal picket line arising out of labour disputes. Failure to cross such picket lines by a member of the Union will not be considered a violation of the Agreement, nor will it be grounds for disciplinary action.

ARTICLE 12 SENIORITY

12.01 Definition
Seniority is defined as the length of service of a regular employee with the Employer. Seniority shall operate on a bargaining wide basis. The seniority date shall be the starting date for the present continuous service adjusted for any leaves granted under Article 20.12 (Extended Leave) or Article 20.03 (b) (Extended Maternity Leave) after 1995-01-01. The adjustment shall be one work day later than the start date for each work day of such leave. Seniority shall be determined by the seniority date; the earlier the seniority date the greater the seniority.

12.02 Employee Shall not Lose Accumulated Seniority
An employee shall not lose accumulated seniority if he/she is absent from work because of sickness, accident or leave of absence approved by the Employer.

12.03 Secondary Seniority
(a) Casual and temporary employees shall earn one (1) day of secondary seniority for each shift or portion of shift worked.
(b) Secondary seniority shall be recognized once an employee has worked forty-five (45) shifts within any twelve (12) month period.
(c) Secondary seniority shall be for the purpose of applying for a regular or temporary position (via posting) and for the purpose of assignment of work.
(d) For the purpose of filling temporary or regular positions, an employee who has secondary seniority and who applies for such a position shall be considered for a temporary or a regular position after regular employees and prior to outside applicants.
(e) Employees who have recognized secondary seniority shall be offered short-term work for which they are qualified on a rotational basis. In the event an employee with secondary seniority is working in a temporary assignment, the employee shall complete the temporary assignment before being eligible for appointment to a subsequent temporary assignment except by mutual agreement between the parties. All employees may apply for a permanent position at any time.

(f) Once a temporary or casual employee has attained a regular position and passed the applicable probationary period the employee’s total seniority shall be applied retroactively.

Once an individual on the secondary seniority list attains a regular position their seniority date will be calculated on the basis of the number of shifts worked on the secondary list counted back from the date the regular position commences.

(g) Loss of Secondary Seniority

An employee shall only lose secondary seniority in the event:

1) the employee refuses five (5) call-ins or call-outs in a twelve (12) month period. It is understood that an employee shall not lose secondary seniority in the event they are unavailable for call-in or call-out and have notified the Employer in advance, except in cases of emergency.

2) the employee is discharged for just cause and is not reinstated.

3) the employee self-terminates their employment with the Employer.

4) the employee has not worked for the Employer for a period longer than twelve (12) months.

12.04 Seniority List

An up-to-date Regular Seniority list shall be forwarded to the Union by November 15th and April 15th of each year. It will provide the following information: name of employee, location, original start date, position(s) held, number of hours worked, and adjustments to seniority as per article 12.01.

An up to date Secondary Seniority List shall be forwarded to the Union by November 1st and April 1st each year. It will provide the following information, name of employee, location, Secondary Seniority date and position(s).
ARTICLE 13  PROMOTIONS AND STAFF CHANGES

13.01  Vacancy Occurrence or New Position Created

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for five (5) working days and a copy shall be sent to the Secretary and President of the Union. Advertising for vacancies may be conducted concurrently within the bargaining unit and outside the bargaining unit and should no applicant within the bargaining unit meet the required qualifications, the Employer may consider any applications outside the bargaining unit.

13.02  Posting Contents

The posting will contain the nature of the position, qualifications required, skills, hours of work, shift and wages. A copy of the posting shall be sent to the Union as per Article 13.01.

13.03  Notification to the Union

The Union will be immediately notified in writing of all hirings and terminations within the bargaining unit except in the case of casual employees, of whom the employer will notify the Union on a monthly basis.

13.04  Seniority and Hiring

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant having the greatest seniority, and having the required qualifications, skills and ability.

13.05  Trial Period of a Transferred or Promoted Employee

An employee transferred or promoted to a new position shall serve a trial period of thirty (30) days worked, during which time the Employer may deem the employee unsuitable or the employee may feel unsuitable for the new position. The employee shall then be returned to his previous position and any other employees affected by the rearrangement shall be returned to their previous positions.

13.06  July and August Postings

All posting of vacancies during July and August will also be advertised in the Haida Gwaii Observer and on the School District #50 website. There shall be no posting of permanent school term employees positions in July. Employees out of town during July and/or August may contact the Board Office, by telephone, for information on any posting.
13.07 Temporary Positions

A temporary position of sixty-five (65) working days or less does not require a posting. A temporary position of more than sixty-five (65) working days shall be posted and filled as per this agreement. At the end of the temporary position, the regular employee shall return to the position held prior to their absence. An employee filling a temporary position shall not be permanently appointed to the position until the job has been posted and the successful applicant selected in accordance with this agreement.

The parties recognize that temporary positions are required for the following reasons:

1. A long term appointment hired to replace a regular employee who is on sick leave or other long term leave.

2. An appointment for a limited period of time (which may be up to a year) based on grants that are provided by the Ministry of Education or other funding sources and/or that are given out on a year by year basis.

3. Positions posted by the Haida Education committee based on use of targeted funds.

All the temporary positions listed above will be based on mutual agreement of the parties.

13.08 Increase in Hours

Any existing position that has its hours increased by two (2) hours or more shall be posted as according to Article 13.01. Any existing position that has its hours increased by less than two (2) hours in thirty (30) minute increments need not be posted as a vacancy.

The additional hour(s) will be offered to the eligible qualified member at the site as per seniority. Should the member decline this increase in hours, it will be offered to the next qualified member based on seniority; and so on down the seniority list until the offered hour(s) are accepted.

13.09 Unqualified Employees

It is recognized that occasionally the Board may be unable to fill a position with a candidate possessing the minimum qualifications.

If no qualified applicants are identified after internal posting and external advertising, the Board may fill the position with a candidate who may lack some of the minimum qualifications. Such a candidate shall be compensated at a rate of one hundred percent (100%) of the posted category. The following conditions will apply and will be communicated to the candidate:

(a) The assignment will be temporary and will not exceed one twelve (12) month period for twelve (12) month assignments and one ten (10) month period for school term assignments.
(b) The candidate will complete the minimum qualifications for the position and the Board will assist through the normal career development practices.

(c) Should the incumbent obtain the minimum qualifications during the term of the assignment, the position will be awarded to him/her as per the terms of the original job posting.

(d) Should the incumbent fail to obtain the minimum qualifications and provided that the need for the position still exists, the position will be reposted at the conclusion of the temporary assignment. Should there be no qualified internal applicant, and the unqualified incumbent is working toward obtaining the qualifications they shall be continued in the position.

(e) The District Administration Office will advise the Union of its intentions to appoint an unqualified candidate.

ARTICLE 14 LAYOFF AND RECALL

14.01 Layoff Defined

A layoff is defined as an action by the Employer which results in the reduction of the workforce or a reduction in an employee's hours of work. An employee who works less than twenty (20) hours per week and receives a reduction in hours shall not have rights under Articles 14.08 and 14.09.

14.02 Bumping

(a) In the event of a layoff, employees shall be laid off in the reverse order of their seniority in the affected location, providing the employee to be retained possesses the necessary qualifications to perform the available work. An employee to be laid off may bump any employee, within the bargaining unit, with less seniority, providing the bumping employee has the qualifications to do the work.

(b) The employee about to be bumped shall have ten (10) working days to notify the Employer of their decision.

(c) In the event of a layoff and bumping process the Board reserves the right to deny an employee to bump into the Strong Start Facilitator or the Early Learning Coordinator position if this would create a negative impact on the program.

An employee that is bumped out of their position is not entitled to the provisions of Article 14.07 Layoff Notice.

14.03 Recall

Employees shall be recalled in the order of their seniority for up to fifteen (15) months, providing the employee to be recalled possesses the necessary qualifications to perform the available work.
14.04 **Laid Off Employees and Casual work**

An employee on layoff shall be given first option for casual work for which the employee is qualified. The employee's name shall be placed on the casual list unless the employee advises the Employer that he does not wish his name to be placed on the list.

14.05 **No New Employees**

No new employees shall be hired until those laid off within the past fifteen (15) months have been given the opportunity of recall, subject to their possessing the necessary qualifications.

14.06 **Loss of Accumulated Seniority**

Loss of accumulated seniority will occur after the fifteen (15) month period.

14.07 **Notice of Layoff**

The Employer will notify employees and the Union, in writing, of layoffs in accordance with the following periods of notice, effective the day on which the employee to be laid off receives the written notice:

Less than one (1) year of service, two (2) weeks’ notice;

More than one (1) year of service, and up to three (3) years service, four (4) weeks’ notice, and for each subsequent year of service, an additional week’s notice, up to a maximum of eight (8) weeks’ notice.

If an employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

The employee about to be laid off shall have ten (10) working days to notify the Employer of their decision.

School Term employees are not required to be given notice of layoff for the Christmas and Spring break, or summer closure.

14.08 **Severance Options**

An employee affected by a permanent layoff shall have the following options:

To accept recall rights in accordance with this Agreement, or

To elect to receive severance pay within fifteen (15) months of the stated day of layoff and be considered as self-terminated, with no rights under this Agreement as of the day of acceptance of severance pay.

An employee who has accepted recall rights and has not been called back within the fifteen (15) months shall receive severance pay.

14.09 **Severance Pay**

An employee electing to receive severance pay shall receive:

(a) with less than six (6) months service – two percent (2%) of annual earnings
(b) with between six (6) months and one (1) year service – four percent (4%) of annual earnings.
(c) with greater than one (1) year service – five percent (5%) of annual earnings pro-rated for each year’s service.

In this clause "annual earnings" means the employee's regular hourly rate at the time of termination times the employee's regularly scheduled annual hours at the time of termination.

An employee may receive the greater of the benefits of Article 19.05 or the above severance pay, but not both.

ARTICLE 15  HOURS OF WORK

15.01  Clerical

The normal work day for staff in this group will consist of seven (7) hours per day, scheduled between the hours of zero eight hundred (0800) and seventeen hundred (1700); the normal work week to be five (5) days, Monday to Friday.

15.02  Maintenance

The normal work day for staff in this group will consist of eight (8) hours per day five (5) days per week or by mutual agreement ten (10) hours per day four (4) days per week, scheduled between the hours of zero seven hundred (0700) and eighteen hundred (1800); the normal work week will be between Monday and Friday.

15.03  Custodial

The normal work day for staff in this group will consist of eight (8) hours per day, scheduled between fifteen hundred (1500) and twenty-four hundred (2400) hours; the normal work week will be five (5) days, Monday to Friday.

This does not preclude the Employer from having the opportunities to create and advertise new positions outside the normal hours and normal week upon agreement with the Union.

15.04  Education Assistants

The normal work day for staff in this group will fall within the hours of zero eight hundred (0800) and seventeen hundred (1700); the normal work week to be five (5) days, Monday to Friday.

15.05  Strong Start Facilitators and Early Learning Coordinators

The normal work day for staff in this group will consist of seven (7) hours per day, scheduled between the hours of zero eight hundred (0800) and seventeen hundred (1700); The normal work week to be five (5) days, Monday to Friday.
However, the Strong Start Facilitator and the Early Learning Coordinator positions may be required to work outside their normal hours for educational purposes. Any work outside the normal hours shall be by mutual agreement between the parties to the Collective Agreement.

15.06 Alternative Hours
The hours of work listed in this Article do not preclude the Employer from having the opportunities to create and advertise new positions outside the normal hours and normal work week upon written agreement with the Union.

15.07 Meal Breaks
Regular scheduled meal breaks shall be one (1) hour for shifts greater than four (4) hours except in instances where mutual agreement can be reached between the employee and the employee’s supervisor or alternate arrangements which shall not be less than one-half (½) hour.

15.08 Shiftwork
Where it is necessary or expedient for either safety or efficiency, the Employer may schedule work at other than normal hours, subject to:

(a) advice to the employee at least three (3) days prior to the proposed shift change providing details and particulars regarding necessity;

(b) any employee affected shall not receive a reduction of either hours of work or days of work.

15.09 Paid Rest Period
Employees shall be permitted a fifteen (15) minute rest both in the first half and in the second half of a full shift, to be taken on the work site. A shift of less than seven (7) hours qualifies for one (1) rest.

For the positions of the Strong Start Facilitator and Early Learning Program coordinator the paid rest period shall be taken during times that will not interfere with the operation of the Strong Start Centre.

15.10 Split Shifts
Established split shift hours of work shall be limited to twelve (12) hours following commencement of the employee’s shift. New split shifts will not be established without prior approval of the Union and the Employer.

15.11 Four Hour Minimum
(a) An employee starting work in any day and being sent home before completing four (4) hours work, shall be paid for four (4) hours at his/her regular rate of pay. In the event an employee reports for work but is sent home before commencing work, he/she shall be paid for two (2) hours at his/her regular rate, unless he/she was advised not to report to work.
(b) Clause (a) shall not apply to:
(i) the classifications of Noon Hour Supervisors and Food Coordinators.

(ii) employees working in schools of less than fifty (50) K-12 students. In such cases a two (2) hour minimum shall apply.

(iii) relief employees replacing the regular employee where the work that is being replaced is less than four (4) hours or the relief employee is only qualified for a part of the shift’s work.

(iv) other positions by mutual agreement.

(c) Where the Noon Hour Supervisor position is tied with any position, to comply with the four (4) hour minimum the higher rate shall apply.

(d) Employees not exempted under this article, shall not suffer a reduction in hours in order to bring another employee’s hours up to the four (4) hour minimum.

(e) Having regard to the unique nature of the positions of the Strong Start Facilitator and Early Learning Program Coordinator, the needs of the program and the requirement flexibility in scheduling of work outside of the hours of operation of the Strong Start Centre, the four (4) hour minimum shift shall be interpreted as an average four (4) hours work daily over the course of a four (4) week period.

15.12 **Hazardous Road Conditions/Road Closures – On Island**

An employee who is delayed in coming to work due to hazardous road conditions (including road closure) or has been advised not to report or who is sent home, shall not suffer loss of earnings for the day(s). In the event that a staff member is unable to report to his/her school that is open, that staff member will endeavour to report to the nearest school. Employees travelling on the ferry between Skidegate Landing and Alliford Bay are covered by this Article. When an employee reports to an alternate work site they shall be assigned duties within their regular classification.

15.13 **Hazardous Road Conditions/Road Closures – Off Island**

An employee who is off Island for approved career development or medical leave, and is delayed returning to work due to hazardous road conditions (including road closure, flight and ferry delays and cancellations), shall not suffer loss of earnings for a maximum of five (5) days, inclusive of approved medical leave. The earnings for the additional days for the delay shall be deducted from the employee’s accumulated sick leave for employees away for medical reasons.
ARTICLE 16  OVERTIME

16.01 Overtime Rates
All overtime worked shall be paid at the rate of straight time plus one-half (1/2) for the first two (2) hours worked, and two times the regular rate for the balance of time. Overtime worked on an employee's normal day of rest shall be paid at the rate of double time. Employees shall have the opportunity to convert this overtime to equivalent time off without loss of pay, attached to vacation or at a time mutually agreeable between the Employer and the employee, or request cash.

16.02 Overtime Definition
Overtime is defined as time worked before or after the full regular work day and full regular week.

16.03 Overtime worked shall be paid as noted:
Work performed on a paid holiday will be paid at two (2) times the regular rate plus another day off without loss of regular pay, either attached to annual vacation or at a time mutually agreeable between the Employer and the employee.

16.04 Part-Time Employees
(a) A part-time employee, working less than the regular working hours per day or week, shall be paid at straight time up to seven (7) hours per day or thirty-five (35) hours per week. Any time over and above those stated will be paid at the specified overtime as appropriate to the classification. Part time employees in classifications that have a regular work week of eight (8) hours per day and forty (40) hours per week shall be paid overtime after eight (8) hours per day or forty (40) hours per week.

(b) A part-time employee who works additional hours, over the regularly scheduled hours, shall be paid for such hours at the appropriate rate, or may bank such additional hours to be taken off at a time mutually agreeable to the employee and the Employer.

16.05 Voluntary Overtime
Except on very emergent circumstances, overtime work shall be on a voluntary basis. Accordingly, the Employer shall reserve the right to utilize those persons deemed necessary to ensure an efficient operation of the educational program within the School District.

16.06 Authorized Callout Definition
Authorized Callout is defined as that occasion when an employee is required to leave from or return to, except for meals, his or her place of residence outside the hours of his or her working shift in order to perform work for the Employer, and shall be paid at two (2) times the regular hourly rate for a minimum of two (2) hours for each callout request.
ARTICLE 17  HOLIDAYS

17.01  The Employer recognizes as paid holidays:

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

Further, the Employer will recognize any other day proclaimed as a holiday by
the Federal or Provincial Governments.

17.02  Municipal Government Holidays

Municipal Government Holidays may be applied for, being considered as
personal and without pay.

17.03  Paid Holidays Falling on Scheduled Day Off

Where any of the paid holidays fall on an employee's scheduled day off, the
employee will be granted another day off at a time that is mutually
acceptable to the employee and the Employer, but in no case later than the
conclusion of the employee's scheduled vacation.

17.04  School Term Employees

School term employees are entitled to those paid holidays falling between the
first and last day of the school year that school is in session and shall be
entitled to the Canada Day holiday if they have worked fifteen (15) of the
previous thirty (30) calendar days.

17.05  Holiday Pay for School Term Employees

Holiday pay for school term employees required to work prior to the first day
school is in session or beyond the last day school is in session will be paid for
those paid holidays falling between their first and last day of work.

17.06  School Term Employees Working Partially Through the Year

School term employees who begin employment or leave employment part
way through the year will be paid for those paid holidays falling within their
period of employment.

17.07  Statutory Holiday Entitlement

Regular full-time employees are entitled to a minimum of twelve (12)
statutory holidays a year. Employees who work less than full days or full
weeks shall have statutory holidays pro-rated on the basis of hours of work
per week relative to a full-time employee. Such employees shall be entitled
to the pro-rated statutory holiday or the Employer shall pay the employees in
lieu of such holiday at their regular rates of pay.
ARTICLE 18  VACATIONS

18.01  Vacation Definition
Vacations are based on a calendar year of January to December. Vacations shall be taken in the calendar year in which they are earned. An employee shall receive an annual vacation with pay in accordance with his years of employment as follows:

<table>
<thead>
<tr>
<th>Years Employed</th>
<th>Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1.5 working days per month employed</td>
</tr>
<tr>
<td>1 to 5 years</td>
<td>20 working days</td>
</tr>
<tr>
<td>6 to 12 years</td>
<td>25 working days</td>
</tr>
<tr>
<td>13 years onward</td>
<td>30 working days</td>
</tr>
</tbody>
</table>

At the point of twenty (20) years, the Employer will grant an additional day for each year of service in excess of twenty (20) to be added to the schedule noted.

Employees who are on unpaid leaves of absence under article 20.03(b), 20.05(b), 20.09 and 20.12 or layoff for a period of greater than four (4) consecutive weeks shall have their vacations reduced by the ratio of those weeks not worked, in excess of four (4) consecutive weeks, to fifty-two (52) multiplied by the number of vacation days allowed. Any resulting fractions of vacation days shall be rounded to the nearest full day.

18.02  Statutory Holidays During Vacation
If a recognized holiday falls within a period of an employee's vacation, he shall be allowed an additional vacation day with pay at the termination of his vacation period.

18.03  Vacations

(a) Vacations shall be granted at times mutually agreeable to the employee and the Employer. The Employer shall consider requests for broken periods of vacation.

(b) Seniority shall be the deciding factor when a conflict exists over choice of dates, provided the employee has submitted his vacation request(s) by March 1st. The Employer shall respond by March 15th.

(c) Seniority shall be given consideration when a conflict exists over choice of dates when the employee submits his vacation request(s) after March 1st. The Employer shall respond within fourteen (14) calendar days of receiving the request.
18.04 **Vacation Pay**

Regular part-time and school-term employees will be paid vacation pay as follows:

- Less than 1 year: 6%
- 1 to 5 years: 8%
- 6 to 12 years: 10%
- 13 years onward: 12%

Payment shall be in each pay period.

18.05 **Temporary and Casual Employees**

Temporary, and casual employees will be paid vacation pay of six percent (6%) of gross salary in each pay period.

18.06 **Timing of Vacation Pay**

Vacation pay, where an employee makes application to the Employer in writing, three (3) weeks prior to the leave, will be paid on the previous regular payroll issued prior to the scheduled vacation.

18.07 **Vacation Carry-Over**

At the end of any given calendar year, the accumulated vacation credits cannot exceed two (2) weeks.

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**ARTICLE 19**  
**SICK LEAVE**

**Preamble:** Sick leave is to provide Regular employees with a degree of income protection against lost earnings otherwise incurred as a result of sickness or non-compensable accidents.

19.01 **Sick Leave Definition**

Sick leave is defined as the period of time a Regular employee is absent from work with full pay as a result of illness, disability, non-compensable accident or when under the care of a physician, chiropractor or dentist.

19.02 **Sick Days**

Eighteen (18) days of sick leave per year shall be earned by an employee at the rate of one point five (1.5) days for each month of employment, up to a maximum accumulation of one hundred and twenty (120) days.

19.03 **Sick Leave Accrual During Leaves Without Pay**

When an employee is granted leave of absence without pay for any reason, or is laid off, and returns to the service of the Board upon expiration of such leave of absence, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of leave or lay off.
19.04 Part-Time Employees

Regular part-time employees will accumulate sick leave on a pro rata basis of the one point five (1.5) days per month provided for in Article 19.02. All part-time employees will accumulate sick leave hours on a pro rata basis of the one point five (1.5) days per month as for regular employees. The unused balance of such accumulated sick leave will be placed again to the credit of the employee if the employee is appointed to a similar position within twelve (12) months of ending a previous appointment.

19.05 Retirement

Upon the retirement of a Regular employee with three (3) years continuous service, or termination other than for cause of a Regular employee with three (3) years continuous service, the Regular employee shall receive fifty percent (50%) of the accumulated sick leave and the balance of accumulated sick leave shall be eliminated.

19.06 Medical Certificates

An employee may be required to produce a certificate from a qualified medical practitioner for any illness certifying that he/she was unable to carry out his/ her duties. When requested by the Employer, the Employer shall pay all costs associated with requests for Medical certificates or reports.

19.07 Family Illness

In the case of illness of a family member of an employee, and when no one at the employee’s home other than the employee can provide for the needs of the ill family member, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of five (5) days per calendar year of accumulated sick leave.

ARTICLE 20 LEAVE OF ABSENCE

20.01 Bereavement Leave

(a) When a death occurs to a member of the employee's immediate family, the employee will be granted a leave of absence with pay for up to a maximum of five (5) working days. Members of an employee's immediate family are defined as the employee's spouse, common law partner, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, step-parent, step-child, grandparent, grandchild, step-sister and step-brother.

(b) In the event of the death of any relative or friend not mentioned in the above clause, the employee shall be entitled to special leave for one (1) day per year, with pay, for the purpose of attending the funeral and additional unpaid days, if necessary, for travel.

(c) One (1) day’s leave shall be granted without loss of pay to attend a funeral as pallbearer.

Any other request for bereavement leave shall be considered under Article 20.08.
20.02 Maternity Leave

An employee shall have the right, upon written request, to leave of absence for pregnancy or adoption on the following basis:

(a) An employee shall be granted unpaid leave to a maximum of eighteen (18) weeks at the employee's option. The employee shall notify the Employer at least three (3) weeks prior to returning to the job. The employee shall be placed in her former job, or another which is consistent with her seniority, qualifications and former salary. Seniority shall continue to accumulate during this leave and upon reinstatement, all increments to wages and benefits to which the employee would have been entitled had the leave not been taken shall be reinstated. The Employer shall continue to provide its share of coverage and pay its share of premiums for all the employee benefits and pension plan while on maternity leave. This leave shall be extended, if requested by a medical practitioner, for a period of up to six (6) weeks.

(b) At the conclusion of Maternity Leave an employee, upon request, shall be granted a leave of absence without pay up to an additional six (6) months. The Employer shall reinstate the employee in the first suitable position that arises that does not result in a layoff or demotion of another employee. Seniority shall not accumulate during this period of leave. Benefits may be continued if the employee pays the total premiums.

(c) Where pregnancy is terminated before the employee requests leave, the Employer shall, on receipt of a medical certificate, grant the employee leave of up to six (6) weeks during which time the benefits of Article 20.02 (a) shall apply.

(d) EI Sub Plan

The Employer and the Union agree to enter into a Sub Plan whereby an employee who has been in service of the Board for two (2) consecutive years may apply to receive ninety-five percent (95%) of her wages for the two (2) week waiting period before collecting EI Maternity Benefits.

20.03 Jury Duty or Court Witness Leave

Leave of absence will be granted to a regular employee who is required to perform Jury Duty and/or Coroner's Jury Duty, who is required to appear as a Crown Witness or a Coroner's Witness on a day on which he/she would normally work. The employee will be reimbursed by the Employer for the difference between the pay received for the said jury or witness duty and his/her regular straight time hourly rate of pay for his/her regular scheduled work hours. The employee shall be required to furnish proof of jury or witness service and the jury or witness pay received. Hours paid for under this provision shall be counted as hours worked for the purpose of qualifying for vacation and for recognized holiday pay, but will not count as hours worked for the purpose of computing overtime.
20.04 Educational Leave

Educational leave may be granted to a regular employee without pay:

(a) for the purpose of upgrading employment qualifications directly related to the position held. Upon prior mutual agreement between the Employer and the employee on course pertinence and job related value, provided funds are available, the Employer agrees to fully reimburse the employee his/her tuition and travel-related costs upon successful completion. These costs would be recoverable on a prorated basis if the employee resigned his/her position or is terminated for cause within one (1) year of course completion. In instances where termination for cause is followed by grievance procedure as provided for in Article 9, the Employer shall recover only one-half ($\frac{1}{2}$) of the remaining amount until the settlement of the grievance.

(b) for other educational programs or training.

The employee will continue to earn seniority while on educational leave. The employee may continue benefits during this leave, if permitted by the carrier, by paying the full costs of the premiums, by post-dated cheques, submitted prior to the leave.

20.05 Recognized Examinations

Educational leave will be granted to employees without loss of seniority, benefits or pay for the purpose of writing recognized examinations to upgrade employment qualifications, subject to successful completion. The Employer will recognize up to five (5) days each year after the employee’s first (1st) anniversary date.

20.06 Union Education

The bargaining unit will have twenty (20) working days allowed per year without pay for educating its members in shop steward training and other training to improve labour management skills.

20.07 Union Leave

Upon request to the Employer, an employee may obtain leave of absence for Union functions.

An employee on unpaid leave for union duty may request, with prior union approval, that the Employer pay his/her regular wages and benefits while on such leave and the Employer shall request full reimbursement of same from the Union who, in turn, shall repay the Employer within thirty (30) days of receipt of indebtedness.
20.08 **General Leave Without Pay**

An employee may be entitled to leave of absence without pay and without loss of accumulated seniority or benefits when he/she requests the leave. The leave shall be arranged for a mutually acceptable time. Both the request and the approval shall be in writing. Leaves under this article shall be limited to not more than thirty (30) working days per year.

20.09 **General Leave With Pay**

Employees shall be allowed a leave of absence with pay and without loss of seniority and benefits for the following reasons:

- Marriage of the employee - Two (2) days
- Birth or Adoption of employee's child - Three (3) days

20.10 **Extended Leave**

An employee shall be granted, upon thirty (30) days written request, leave of absence without pay for a period of up to twelve (12) months to end June 30th or December 31st of the same school year, or in the case of employees working in a secondary school, a semester break. On the return from his/her leave of absence, the employee will be assigned to the position with the Board which he/she held immediately prior to taking the leave of absence, providing such a position still exists. Should the position cease to exist, Article 14 shall apply. Seniority shall not accumulate during this period of leave. Benefits may be continued if the employee pays the total premiums.

Twelve (12) month employees shall not be subject to the June 30th or December 31st dates.

Employees that have been granted extended leave for a partial school year that ended June 30th may re-apply for a non-renewable twelve (12) month leave beginning in September of the same year.

The employee must inform Human Resources in writing by June 30th of the calendar year in which he or she is due to return to work of his/her intention to return. Failure to provide this notice shall be construed as being a resignation effective June 30th of that year.

20.11 **Professional Development Days**

All employees are encouraged to participate in relevant professional development days. On Professional Development Days, employees may:

(a) attend and be paid their regular wage, or
(b) work their regular shift, or
(c) apply for a day off without pay
20.12  **Discretionary Leave**

Regular employees shall be granted upon written request, leave of absence with pay, for up to two (2) days per year, not cumulative, with three (3) working days' notice.

20.13  **Parental Leave**

An employee, upon written request, shall be entitled to a parental leave of absence from work, without pay and without loss of benefits, provided they are willing to pay the full premiums.

(1) One parent is entitled to parental leave for a period of thirty four (34) to thirty seven (37) consecutive weeks or a shorter period if the employee requests, commencing,

   (a) in the case of a natural mother, immediately following the end of the maternity leave taken under Article 20.02 unless the Employer and employee agree otherwise.

   (b) in case of the other parent, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and

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

(2) If,

   (a) the new born child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother and father, and

   (b) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection one (1).
ARTICLE 21

EMPLOYEE BENEFITS

21.01

Benefit Schedule

The Employer shall pay, based on the schedule noted below, participation in benefit plans for all Regular full-time employees and their direct dependents under the Income Tax Act:

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<thead>
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<th>PLAN</th>
<th>SHARE ARRANGEMENT</th>
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<td>M.S.P.</td>
<td>Board 75%</td>
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<td>Employee 25%</td>
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<tr>
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<td>Board 100%</td>
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<tr>
<td>M.S.A. Medical Transportation</td>
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<tr>
<td>M.S.A. Dental</td>
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<td>(Two times employee's annual income)</td>
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*Benefit is $250.00 per family member every two (2) years. Plan includes special glasses prescribed by a medical practitioner for an employee who regularly works with a VDT.

Benefits covered in this Article will commence the first of the month after completion of the probation period unless otherwise provided for in this Agreement. For regular and school-term employees, only M.S.P. will commence the first of the month following date of hire. In an instance where a part-time employee fills two (2) positions to become a full-time employee, the benefits of Article 21.01 will apply.

21.02

Benefits Trust/LTD/Return to work

The Parties have agreed to participate in a jointly trusteeed benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

Once the trust is able to take on that responsibility, the parties agree that they will participate on the following conditions.

(a) If there is no penalty clause in the current contract(s) with existing benefits carrier(s)/consultant(s), as soon as possible; or,

(b) If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.
The Parties further agree to participate in a government funded long-term disability plan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

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

21.03 **Regular Full-Time Employees**

Any regular full-time employee shall, unless otherwise covered by similar benefits, participate in all benefit plans. The Employer shall make optional to a regular part-time employee the benefit plans on a fifty-fifty (50/50) sharing basis and a part-time employee working twenty (20) or more hours per week, in the third (3rd) year of service, shall be offered the benefits on the same cost-sharing basis as applicable to a regular full-time employee.

21.04 **Temporary Employees**

Temporary employees on a contract of employment for three (3) months or longer will be eligible for participation in the benefit plans outlined above in this clause in the same manner.

21.05 **Written Application**

Written application shall be made by the employee for such benefits to the Employer. In the case of absence for prolonged illness or industrial accident, the Employer's share of the premium will be paid to any of the above plans to a maximum of one (1) year from the commencement of the absence, or to the termination of the contract period in the case of a Temporary employee, if sooner.

21.06 **Benefits During Layoff**

The Employer agrees, in the case of layoff of up to two (2) months, to maintain all benefits, provided that the employee pays his/her share of the premiums in advance. Thereafter, an employee may continue coverage for as long as he/she retains recall rights by paying the entire premium to the Employer.

21.07 **WorkSafe BC Compensation**

An employee who is unable to work because of an on-the-job accident and who is in receipt of compensation from the Workers' Compensation Board, shall for the life of the original claim, receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his/her last rate of pay.

21.08 **Premium Sharing**

Where a regular employee is participating in a benefit(s) and, through no fault of his/her own, his/her participation or premium-sharing basis is now prejudiced, he/she shall have the right to continue his benefits as if no change took place.
21.09 Long Term Disability Plan
(a) The Employer agrees to administer a Union sponsored Long Term Disability Plan for eligible employees. The Plan and carrier shall be determined by the Union.
(b) Upon completion of the probationary period, all regular employees working fifteen (15) or more hours per week and not otherwise covered by a wage loss replacement plan shall participate in the Plan as a condition of employment.
(c) The Employer agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.

21.10 Municipal Pension Plan and Group RRSP
(a) All regular and temporary employees who meet the following criteria and are eligible, shall be required to participate in the Municipal Pension Plan:
   1) Are hired on or after January 1, 2008
   2) Work twenty (20) hours or more hours per week.
(b) Those existing employees, who are enrolled in the Group RRSP and who have completed a “waiver of pension coverage” form will continue to contribute to the Group RRSP as per article 21.10 (c) through to 21.10 (h) of the collective agreement.
(c) The Employer agrees to administer a Group RRSP for all eligible regular employees.
(d) Employee contributions shall be equal to or greater than the Employer contributions and shall be deducted by the Employer from the employee's earnings and forwarded to the carrier of the Plan.
(e) The Employer shall contribute an amount equal to six percent (6%) of the employee's gross earnings to the carrier of the Plan.
(f) The minimum monthly combined payment to the Plan shall be fifty dollars ($50.00) per employee. School-term employees are not required to contribute during July and August.
(g) At any time an employee may make an additional lump sum payment, including moving another RRSP into this Plan, subject to the rules and regulations governing the Plan. The Employer shall not participate with additional payments.
(h) A participating employee shall continue to participate in the Plan even if hours drop below the eligibility level.
21.11 CUPE Pre-Retirement Seminar
An employee who is forty (40) years of age or older shall be granted, upon request, three (3) days leave of absence, with pay, on one (1) occasion, to attend CUPE Pre-Retirement Seminar.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Payment of Salaries and Wages
The Employer shall pay salaries and wages bi-weekly to all employees in accordance with Schedule "A".

22.02 When Payrolls will be Released
All payrolls will be released seven (7) days after the cut-off date which will be scheduled for a Friday, and therefore released on a Friday. There will be no payment for hours not received in the Employer's office due to non-filing by an employee immediately following the cut-off date so as to arrive in ample time.

Employees will be paid by electronic fund transfer to their bank accounts and receive a pay statement through confidential email.

22.03 Temporarily Working at a Higher Paying Position
When an employee is directed to temporarily relieve in or perform the duties of a higher paying position at an hourly rate of pay for a full day or more, he/she shall receive the rate for the job with the provision it is within the bargaining unit.

22.04 Mileage
Mileage will be paid at the current district rate when the employee is requested to use his/her own vehicle for the Employer's business. If the employee uses his or her personal vehicle on the business of the Employer, the Employer shall pay the upgrade to business use insurance and provide liability insurance. The Employer shall not require an employee to own or operate a vehicle as a condition of employment.

22.05 Abnormal Work Defined
Abnormal work, defined as sewer work and cleaning boilers by other than normal boiler personnel, is paid a premium of fifty cents (50¢) per hour.

22.06 Lead Hands Defined
Lead Hands are those persons who supervise two (2) or more employees (but remain under the direct supervision of a supervisor) at a premium of sixty cents (60¢).
22.07 New Construction Defined

New Construction is defined as the construction of a new building providing new floor space or an extension to a present building. Employees working in new construction shall be paid a premium of one dollar and fifty-seven cents ($1.57) per hour.

22.08 Shift Premium

A Shift Premium of sixty cents (60¢) per hour will be paid to shifts starting between fifteen hundred (1500) and twenty-four hundred (2400) hours.

22.09 An Unscheduled Meal Allowance

An Unscheduled Meal Allowance for emergency and/or extended stay from home will be paid; as per District Policy.

22.10 Reclassification

An employee reclassified to a lower paying position shall have his/her rate "red circled" until general wage increases produce a higher rate.

22.11 Boot Allowance

The Employer agrees to reimburse maintenance personnel who are regular employees, annually, for the purchase of safety toe work boots.

22.12 Off-Island Travel Allowance

The Employer shall pay an off-island travel allowance equivalent to two hundred dollars ($200.00) per month to all regular employees during the months in which they receive wages. This amount will be deducted from gross earnings and credited to the employee as a travel benefit.

22.13 Off-Island Travel Benefit

Effective January 1, 2002, the Employer shall pay an Off-Island Travel Benefit of twenty-five dollars ($25.00) per month, pro-rated for part-time employees.

[The agreed to costing shall not exceed point seventy-eight percent (.78%) of the salaries based on salaries at January 1, 2002].

22.14 First Aid Certificate

(a) Where the Employer requests an employee to take first aid training beyond a Level I First Aid Certificate, the cost of tuition and course materials shall be prepaid by the Employer and the employee shall be paid at their regular hourly rate of pay for the length of the course.

(b) Where an employee accepts the designation of First Aid Attendant at a location in School District No. 50, the premium shall be fifty cents ($0.50) per hour.
ARTICLE 23 TRANSPORTATION OF ACCIDENT VICTIMS

23.01 Transportation of On the Job Accident Victims
Transportation to the nearest physician and/or hospital for employees requiring medical attention as a result of an accident on the job, shall be at the expense of the Employer.

ARTICLE 24 CONTRACTING OUT

24.01 Subcontracting
No regular employee of the Employer shall lose their job or suffer a reduction of hours as a result of the Employer subcontracting work.

24.02 Job Security
In order to provide job security for members of the bargaining unit, the Employer agrees to guarantee jobs of all regular full-time staff as of January 1, 1991.

ARTICLE 25 TECHNOLOGICAL CHANGE

25.01 Definition
"Technological change" means

(a) The introduction by the Employer of a change in his/her work, undertaking or business, or a change in his/her equipment or material from the equipment or material previously used by the Employer in his/her work, undertaking or business; or

(b) A change in the manner the Employer carries on his/her work, undertaking or business (related to the introduction of that equipment or material).

25.02 Advance Notice
The Employer shall notify the Union not less than three (3) months in advance of intent to introduce changes in working methods or facilities which would involve layoff of employees.

25.03 Income Protection and Transfers
A regular employee who is displaced by a technological change shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee. An employee placed in a lower-rated position as a result of technological change shall not have his/her wages reduced but shall continue to receive his/her old rate until such time as the Agreement rate for his/her new position is equal to his/her actual rate of pay. An employee whose services are terminated by the Employer because of technological change shall be entitled to severance pay equivalent to one (1) week's pay for each year of service.
25.04 Training Benefits

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

ARTICLE 26 GENERAL CONDITIONS

26.01 Bulletin Boards

The Employer shall provide space for bulletin boards, which shall be placed so that all employees will have access to them and upon which the Union and/or Employer shall have the right to post notices of meetings and other notices as may be of interest to the parties concerned.

26.02 Reclassification and New Positions

When the duties in any classification are changed, or when a new position is created, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such disputes shall be submitted to arbitration. The new rate shall be retroactive to the time the position was first filled by an employee. The process shall be as outlined in the Job Evaluation Maintenance Plan.

26.03 Temporary Employee Preference

When filling a temporary position of Education Assistant or Library Clerk, preference will be given to those who held such an appointment with the Employer in the past. Such preference will be as follows:

When a temporary employee is required, preference will be given to those qualified persons with previous satisfactory service with the Employer within the past fifteen (15) months. This Article does not supersede the recall provisions of this Agreement.

26.04 Tuberculosis Testing

The Employer requires tuberculosis testing to be taken of all employees prior to and/or upon one (1) month from commencement of employment. Exemptions will be made for those employees who can provide documentation that testing has taken place within the last year and for which a negative report has been received. New employees who are known to have a positive reaction to the tuberculosis skin test may wish to opt for x-rays as the form of testing.
26.05 Medication
Medication shall be administered as per School District #50 Policy 4750, 4750-01 and 4750-02.

26.06 Copies of Agreement
Both parties shall enter into an agreement to provide cost sharing of printing on the basis of fifty percent (50%) to the Union and fifty percent (50%) to the Employer. The Union agrees to undertake preparation and publishing.

26.07 Board to Indemnify
The School Board agrees to defend, save harmless, and indemnify all CUPE Local 2020 employees from any proceedings which may be brought against him/her and which arise from the LAWFUL performance of their duties.

26.08 Career Development Program
The Board shall annually allocate one hundred and sixty dollars ($160.00) per full-time equivalent employee, and the employee shall annually contribute forty dollars ($40.00) on a pro-rata basis, to a Career Development Fund, exclusively for the use of the members of the bargaining unit. Records pertaining to the fund shall be maintained by the Board and forwarded to the Union quarterly.

26.09 Masculine Feminine Singular Plural Terms
Wherever the singular, plural, masculine or feminine is used in this Agreement, it shall be considered as if the plural, singular, feminine or masculine has been used where the context of the party or parties so require.

26.10 Access to Personnel File
An employee shall have the right to have access to review his/her personnel file. Where the employee is unable to attend to view his/her personnel file, the President of the Union, with written permission of the employee, shall be granted access on the employee’s behalf. No items may be removed from the file at the time of viewing; however, the employee may request copies of items in the file. The following conditions will apply:

a) Viewing will be by prior appointment.

b) The viewing will be done in the presence of an Official designated by the Secretary Treasurer and the employee shall have the right to be accompanied by an individual of his/her choosing.

ARTICLE 27 TERM OF AGREEMENT

27.01 Term of Agreement
This Agreement shall be binding and remain in effect from July 1, 2014 to June 30, 2019 and shall continue in effect from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided in the Labour Relations Code of British Columbia.
27.02 Public Sector Accord
The parties agree and acknowledge that the Public Sector Accord on K-12 Support staff issues is valid and applicable during the term of this Collective Agreement.

27.03 Government Funding
The parties agree that the letter dated June 6, 2000 from Paul Ramsey, Minister of Finance and Corporate Relations to Irene Holden and Vince Ready, Industrial Inquiry Commissioners, shall be attached to and form part of this Collective Agreement.

ARTICLE 28 SCHEDULES

28.01 Schedule Listings
There shall be attached hereto and forming part of this Agreement the following Schedules and Appendices:

Schedule "A" - Wage Rates
Schedule "B" - List of Protective Clothing and Standard Tools
Schedule "C" - Management Exclusions
Appendix "A" - Deferred Salary Leave Plan
Appendix "B" - Right to Refuse Unsafe Work
Appendix "C" - Employee Family Assistance Program
Appendix "D" - Career Development Fund
Appendix “F” - Letter of Understanding between Signatory School Boards and Signatory Support Staff Unions signed May 22, 2006
Appendix “G” - Letter of Understanding between BCPSEA, Signatory School Boards and Signatory Support Staff Unions signed December 14, 2011
Appendix “H” - Letter of Understanding RE: Class Organization Fund signed December 14, 2011
Appendix “I” - Provincial Framework Agreement 2014
IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN TRIPlicate THIS 23 DAY OF Dec., 2014.

SCHOOL DISTRICT NO. 50 (HAIDA GWAIi)

[Signature]
CHAIR, BOARD OF EDUCATION (HAIDA GWAIi)

[Signature]
SECRETARY TREASURER, SCHOOL DISTRICT NO. 50

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2020

[Signature]
S. Zander
## SCHEDULE "A" - Pay Grid

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* With Formal Training

** May 1, 2016

** 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 increases will be based on the newly revised wage rate with ESD. In the event there is an ESD in future years, updated grids will be attached to the Collective Agreements as a new Appendix.
SCHEDULE "B"

LIST OF PROTECTIVE CLOTHING AND STANDARD TOOLS

PROTECTIVE CLOTHING

The Employer shall supply the following listed protective clothing to employees, as needed and requested by the employee. It shall then be the responsibility of the employee to ensure proper maintenance of the items during the time they remain in the possession of the employee.

- Clerical - Smocks upon request
- Custodians - Rubber gloves
  - Raingear, where necessary
- Maintenance and/or - Rubber gloves, coveralls for abnormal Shop Area duties as defined, goggles and earplugs as required by Workers' Compensation Board, a minimum of two sets of rain gear for emergency use.

STANDARD TOOLS

The employee will supply a basic list of tools, which have been developed for each category within the Maintenance area and the basic list then becomes a term of employment and must be available for use at all times.

- Maintenance I . . . . Tool List A
- Maintenance II . . . Tool List B
- Maintenance III . . . Tool List C
- Tradesman . . . . . Tool List D

Employees are required to file inventory copies of personal tools to be countersigned by both the employee and the Superintendent of Maintenance and subject to upgrading from time to time but not less than once per person per year.

The Employer will endeavour to build up an adequate specialized tool stock at both the main maintenance shop in Queen Charlotte City and in the Masset area, which may be used for specialized areas over and above the standard listing.

Equipment available in the Maintenance Department and/or Maintenance Shops will be made available on a reciprocal use by School District staff with the approval of the Maintenance Superintendent. It is understood that the equipment when utilized by the employee will not be for any other than his own personal use at the shops, at his own residence or on a personal project.

The Employer will replace broken tools upon presentation of the item to be replaced to the Superintendent of Maintenance.
TOOL LIST A

Basic Tool Requirements for Maintenance I

As the conditions occur and it is mandatory that we change to the metric system, the Employer agrees to negotiate the cost of tool replacement with the employees and the Industrial Relations Council.

Personal possession of extra tools on the job is acceptable and the School Board accepts the responsibility of their maintenance.

1) 1 #1975 Cluthe Uni-driver
2) 1 #7WR Vise grip
3) 1 4" Adjustable wrench
4) 1 8" Adjustable wrench
5) 1 Pocket knife
6) 1 Pr. 8" Side cutter plier
7) 1 16' Tape rule
8) 1 16 oz. Claw hammer
9) 1 Leather tool pouch
10) 1 Tool box (optional)
TOOL LIST B

Basic Tool Requirements for Maintenance II

As the conditions occur and it is mandatory that we change to the metric system, the Employer agrees to negotiate the cost of tool replacement with the employees and the Industrial Relations Council.

Personal possession of extra tools on the job is acceptable and the School Board accepts the responsibility of their maintenance.

All tools required for Maintenance I, plus the following:

1) 1 12" Adjustable wrench
2) 1 Flashlight
3) 1 12" Combination square
4) 1 Adjustable utility knife
5) 1 6" Scratch awl
6) 1 9" Torpedo level
7) 1 1/4" Putty knife
8) 1 1" Scraper
9) 1 Stripper/Crimping tool
10) 1 7" Needle nose plier
11) 1 10" Water pump plier
12) 1 Tool box
As the conditions occur and it is mandatory that we change to the metric system, the Employer agrees to negotiate the cost of tool replacement with the employees and the Industrial Relations Council.

Personal possession of extra tools on the job is acceptable and the School Board accepts the responsibility of their maintenance.

All tools required for Maintenance I and II, plus the following:

1) 1 3" Scraper
2) 1 12" Pry bar
3) 1 24" Carpenter level
4) 1 24"x16" Rafter square
5) 1 100' Chalk line reel
6) 1 26" Crosscut saw
7) 1 7" Block plane
8) 1 1/4" Wood chisel
9) 1 3/8" Wood chisel
10) 1 1/2" Wood chisel
11) 1 21 pc. 3/8" Drive socket set
12) 1 Tool box
TOOL LIST D

Basic Tool Requirements for Maintenance Tradesman

As conditions occur and it is mandatory that we change to the metric system, the Employer agrees to negotiate the cost of tool replacement with the employees and the Industrial Relations Council. Personal possession of extra tools on the job is acceptable and the School Board accepts the responsibility for their maintenance.

All tools required by Maintenance I, II and III, plus the following:

1) 1 7 pc. 1/4" Drive socket set
2) 1 9 pc. Combination wrench set
3) 1 pr. 6" Long thin needle nose pliers
4) 1 5 pc. Nut driver set
5) 1 1/2" Flat chisel (Cold)
6) 1 5/8" Flat chisel (Cold)
7) 1 Centre punch
8) 1 Vernier calliper
9) 1 26" Rip saw
10) 1 9" Magnetic pick up tool
11) 1 8" Spring divider
12) 1 set Hex key wrenches
13) 1 adjustable Hacksaw
14) 1 set Trammel heads

The above mentioned tools are in addition to the tools required to enable the tradesperson to perform duties of his/her appointment and relative to speciality to trade, e.g. Electrical testers; Carpenter - wood working tools, etc.
SCHEDULE "C"

LIST OF MANAGEMENT EXCLUSIONS

1. Superintendent

2. District Managers
   (a) Secretary Treasurer
   (b) Assistant Secretary Treasurer
   (c) Maintenance Supervisor/IT Manager
   (d) Director of Instruction
APPENDIX "A"

DEFERRED SALARY LEAVE PLAN

1. "Committee" - refers to two (2) appointees of the Board and two (2) appointees of the Union. The Board will carry out the administrative functions related to this plan.

2. "Eligible Employee" - means a member of CUPE Local 2020 or an employee excluded from Union membership by virtue of being in a supervisory or confidential position as shown on Schedule D. The Board may restrict the number of employees on leave at any one (1) time to one (1) employee from a work site.

3. Position on Return - On return from his/her leave of absence, the employee will be assigned to the position with the Board which he/she held prior to taking the leave of absence, providing such a position still exists. If the position has been made redundant because of changing circumstances, technological, financial or other, the employee will be offered a position similar to that which was held prior to the leave. It is recognized by the Board and the Union that this may result in bumping.

4. Fringe Benefits - During a leave of absence, the participant is obliged to pay the total cost of any fringe benefit. The Board shall pay such costs on behalf of the participant on his/her request, and deduct the monies so paid from the monies otherwise payable to the participant during the leave of absence.

5. Sick Leave - Sick leave credits will be in accordance with the current Collective Agreement but will not accrue or be available during the leave of absence. Upon return from leave, the employee will have the previously unused sick leave credited to his/her account.

6. Canada Pension and EI - The participant shall be responsible for the employee and Employer shares of Canada Pension Plan and Employment Insurance Commission premiums, if such payment is required by the Government.

7. Seniority - Seniority shall not accrue during the leave of absence; it is agreed that no salary increments will be earned by a participant during the period of leave of absence.

8. It shall be understood that the year of leave may commence on July 1 and, further, by mutual consent of the employee and the Board, the year of leave may commence at any given time.
APPENDIX "B"

RIGHT TO REFUSE UNSAFE WORK

1. No person shall carry out or cause to be carried out any work process or operate or
cause to be operated any tool, appliance or equipment when that person has
reasonable cause to believe that to do so would create an undue hazard to the health
or safety of any person.

2. Pursuant to clause One (1) a worker who refuses to carry out a work process or operate
a tool, appliance or equipment shall forthwith report the circumstances of the unsafe
condition to his supervisor.

3. The supervisor receiving a report made under clause Two (2) shall forthwith investigate
the matter and

(a) ensure that any unsafe condition is remedied without delay; or

(b) if in his opinion the report is not valid he shall so inform the person who made the
report.

4. When the procedure under clause Three (3) does not resolve the matter and a worker
continues to refuse to carry out a work process, the supervisor shall investigate the
matter in the presence of the worker who made the report and in the presence of a
worker who is selected by the Union.

5. When the investigation under clause Four (4) does not resolve the matter and a worker
continues to refuse to carry out a work process or operate a tool, appliance or
equipment, both the supervisor and the worker shall forthwith notify an officer of the
Workers' Compensation Board who shall investigate the matter without undue delay
and issue whatever orders he/she deems necessary.

6. No worker shall be subject to disciplinary action because he/she has acted in
compliance with this regulation or an order made by an officer of the Workers' Compensation Board.

7. Temporary assignment to alternative work at no loss in pay to the worker until the
matter in clause One (1) is resolved shall be deemed not to constitute disciplinary
action.

8. An employee may refuse to handle a chemical, a compound or any substance suspected
to be hazardous until the Employer provides written information to the employee, with
a copy to the Union, specifying maximum concentration levels, precautions to be taken,
symptoms and medical treatment. The employer shall adhere to the specifications.
APPENDIX "C"

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

Statement of Principle

The Employee and Family Assistance Program has been established to assist all employees who may have a personal problem which affects their job performance and to help them gain assistance at the earliest possible time before their condition renders them unemployable.

This Program is entirely voluntary. The decision to take advantage of the Employee and Family Assistance Program is always left to the individual.

Both Union and Management recognize that almost any human problem can be successfully treated, provided it is identified in its early stages and referral is made to an appropriate treatment source. This is true whether the problem is one of physical, mental or emotional illness; drug abuse; alcoholism; marital or family distress; financial or legal problems or other concerns.

These concerns are serious health and behavioral problems which have a potentially serious impact upon the lives of those employees so afflicted and, in turn, their families.

The Haida Gwaii District Teachers' Association, Canadian Union of Public Employees, Local 2020 and Management have established a Joint Committee, the Employee and Family Assistance Committee, to implement the Employee and Family Assistance Program. This Committee will include representation from all employee groups. It must be recognized that successful resolution of such problems requires a high degree of employee personal motivation and cooperation.

Nothing in this statement or policy is to be interpreted as constituting a waiver of the management's right to take disciplinary measures, nor of an employee's right to grieve within the framework of the respective agreement, nor of an employee's right to appeal within the provisions of the School Act.

This statement or policy is not designed to act as a shelter for anyone who is charged with a criminal offence.

OBJECTIVES

1. To establish guidelines for dealing with personal problems that may cause declining work performance.

2. To inform employees and their families about the Program.

3. To help provide channels for correct referral for assessment, treatment and follow-up so as to ensure maximum rehabilitation.

4. To ensure that confidentiality is maintained.

DEFINITION

For the purposes of this policy "we" shall be defined as any and all members of the Haida Gwaii District Teachers' Association; the Canadian Union of Public Employees, Local 2020; the Board of School Trustees; their Executive Officers; and all other non-aligned staff.
APPENDIX "D"

CAREER DEVELOPMENT FUND

POLICY

The Employer and the Union wish to provide financial assistance to union members who wish to take advantage of approved career development opportunities. To this end a Joint Career Development Trust Bank Account is established to which both parties make contributions in April and October each year as provided for and recorded in Article 26.08 of the Collective Agreement.

The established Trust Account is administered by the Employer through the office of the Secretary Treasurer in accordance with direction from the Career Development Committee representing both the Employer and the Union and chaired by a union member. Reports on expenditure will be filed quarterly.

REGULATIONS

Preamble

To qualify for support, a career development activity shall be appropriate for the employee attending it or shall be advantageous to the department, school, or district.

Regulations

1. Career Development funds are assigned to the individual employee who contributes to the fund via payroll deductions twenty percent (20%). The remaining eighty percent (80%) is contributed by the employer (as per Article 26.08).

2. The District Career Development Committee shall have one (1) employee representative from each location and one (1) Employer representative.

3. The Career Development Committee will not recognize or reimburse any over-expenditure of allotted funds by any individual.

4. Only approved expenses will be accepted and must be supported by original receipts and submitted on an approved expense account voucher:

   - Registration Fees
   - Transportation
   - Accommodation
   - Per Diem for Meals
   - Training materials;
   - Computer
   - Computer hardware
   - Computer software

5. Because support staff making use of this career development program are generally not replaced when absent, for any reason, substitute costs will not be charged to the individual.

6. Notwithstanding number 5, when Education Assistants are assigned to "low incident" special needs students, a suitable cost shall be charged to the District activities account.

7. The Union will keep records tracking both contributions and disbursements.
APPENDIX “E”
Letter From Paul Ramsey Date June 6, 2000

June 6, 2000

Ref. No. 116240

Irene Holden
Labour Relations Board
900 – 360 West Georgia Street
Vancouver, BC V6B 6B2

and

Vince Ready
650 – 475 West Georgia Street
Vancouver, BC V6B 4M9

Dear Irene Holden and Vince Ready:

Re: Industrial Inquiry Commission concerning settlement Collective Agreement
    Between British Columbia Public School Employers’ Association
    (and Member School Districts) and School District Support Staff Trade Unions
    (IIC#2)

I am writing concerning IIC#2 and your recommendations for settlement dated May 30, 2000
(the “Report”) and provided to the parties and government. Some of these issues were also
referenced in the Commission’s letter of May 31, 2000 to CUPE representative Gary Johnson.

I understand that you intend to use those recommendations for the basis of your binding
decision in accordance with your powers under the Public Education Support Staff Collective
Bargaining Assistance Act (the “Act”).

I note, as well, that you make reference to certain items which the government has agreed to
fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed
to be a collective agreement under the Act, that the government commits to fund as follows:

1. The monies committed by government and recommended by IIC#2 for the Four Hour
   Minimum Work Day Fund ($5 million, annually) on each of July 1, 2000, July 1, 2001
   and July 1, 2002, as described in the IIC#2 Report.

...2
2. Should the $5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC#2 and described in the Report.

3. The monies committed by government and recommended by IIC#2 for employment security ($3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC#2 Report.

4. The monies committed by government and recommended by IIC#2 to fund the LTD plan ($11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC#2 Report and the Accords.

The government also agrees that it would be appropriate for IIC#2 to retain jurisdiction regarding implementation of these items over the course of the collective agreement.

Sincerely,

Paul Ramsey
Minister of Finance and
Corporate Relations

* Copied as per letter signed by Paul Ramsey
APPENDIX "F"
Letter of Understanding between Signatory School Boards and Signatory Support Staff Unions Signed May 22, 2006

Letter of Understanding (LOU)
Between
BC Public School Employers’ Association
And
School Boards who are Signatories to this LOU
And
Support Staff Unions who are Signatories to this LOU

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

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

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

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

Term
July 1, 2006 to June 30, 2010

General Wage Increase
July 1, 2006 2%
July 1, 2007 2%
July 1, 2008 2%
July 1, 2009 2%

Incentive Payment
Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.
The following principles for distribution shall guide the parties in the distribution of this one-time funding:

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

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

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

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

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.

2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of
Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:

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

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

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of $3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with $1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.

4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.

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

Apprenticeship Opportunities Funding

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

7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprentice Sponsor Funding

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

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<td>$828,000</td>
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<tr>
<td>July 1, 2009</td>
<td>$828,000</td>
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</table>

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.

11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.

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

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

Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of $4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures
in the Province become signatories to this LOU, the Committee will be provided with $2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.

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

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

**Labour Market Adjustment Fund**

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

i. Demonstrating evidence of recruitment or retention difficulties;

   ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;

   iii. Identifying which occupations and the number of employees that will be affected by the adjustment;

   iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;

   v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

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

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below):
July 1, 2007  $1,656,000
July 1, 2008  $828,000
July 1, 2009  $828,000

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

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

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

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

**Trades Adjustment**

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

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

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

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

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

Education Assistants Committee

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

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

Long Term Disability and Joint Early Intervention

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

31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

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

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

1.0 Fiscal Dividend:

1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.

1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province’s audited financial statements as at March 31 2010.

The Fund will be determined as follows:

i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of $150 million.

ii. Only final surplus monies in excess of $150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed $300 million.
iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.

iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

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

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

- All leaves with pay
- Maternity and parental leave
- All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010
The undersigned parties have agreed to the terms of this letter of understanding:

On behalf of BC Public School Employers' Association

[Signature]

May 22/06

Date

On behalf of Canadian Union of Public Employees

[Signature]

May 22/06

Date

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

[Signature]

May 22/06

Date

On behalf of CUPE, Local 3523

[Signature]

May 22/06

Date

On behalf of School District No. 37 (Delta)

[Signature]

May 22/06

Date

On behalf of CUPE, Local 1091

[Signature]

May 22/06

Date

On behalf of School District No. 41 (Burnaby)

[Signature]

22/5/06

Date

On behalf of CUPE, Local 379

[Signature]

22/5/06

Date

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

[Signature]

May 22/06

Date

On behalf of CUPE, Local 3742

[Signature]

May 22/06

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

On behalf of BC Public School Employers' Association

[Signature]

Date

May 22/06

On behalf of School District No. 28 (Quesnel)

[Signature]

Date

May 22/06

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

[Signature]

Date

May 22/06

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

[Signature]

Date

May 22/06

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

[Signature]

Date

May 22/06

On behalf of CUPE, Local 3742

[Signature]

Date

May 22/06

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

[Signature]

Date

May 22/06

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

[Signature]

Date

May 22/06

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

[Signature]

Date

May 22/06

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

[Signature]
The undersigned parties have agreed to the terms of this letter of understanding.

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

[Signature]

On behalf of United Steelworkers of America, Local 110

[Signature]

May 22, 2006
Date

May 22, 2006
Date
APPENDIX "G"
Letter of Understanding between BCPSEA, Signatory School Boards and Signatory Support Staff, December 14, 2011

Letter of Understanding (LOU)
Between
BC Public School Employers’ Association
And
School Boards who are Signatories to this LOU
And
Support Staff Unions who are Signatories to this LOU

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

Term
July 1, 2010 to June 30, 2012

Wage Re-opener

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

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

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

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

   a) an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services
b) a focus on best practices to integrate skill development for support staff employees with district goals and student needs

c) a study of the potential for regionalization of wages and benefits

d) an investigation of benefit standardization for the purpose of additional efficiencies during the life of the collective agreement

e) recommendations to address issues associated with hours of work and service delivery

f) a review of practices in districts having modified school calendars and the resulting impact on support staff

g) skills enhancement for support staff

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

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

a) The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.

b) This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than 10 hours per week and less than 35 hours per week.

c) Support staff local unions and Boards of Education will formulate a plan for the above funds.

d) SSEAC will review such plans and provide input to the Ministry of Education.

Demographic, Classification and Wage Information

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

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

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

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

**PEBT**

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

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

**Provincial Bargaining**

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

There will be a total of $200,000 allocated for the costs associated with provincial discussions related to bargaining.
Dated this 14th day of December, 2011.

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

CUPE & Support Staff Unions

[Signatures]

BC Public School Employers' Association & Boards of Education

[Signatures]
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:

[Signature]

Jacquie Griffiths  
Associate Executive Director  
BCPSEA
Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

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

The Settlors to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlors meeting annually where the Settlors are provided with an annual report and update from the Board. The Settlors 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 Settlors to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlors recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlors also recognize and support following the policies and procedures of the PEBT (outlined at www.PEBT.ca). The Settlors 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.
APPENDIX “H”
Letter of Understanding RE: Class Organization Fund – December 14, 2011

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
MINISTRY OF EDUCATION

RE: CLASS ORGANIZATION FUND: Support Staff Priorities

WHEREAS:

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

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

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

THEREFORE:

The parties hereby agree as follows:

1. Funding will be allocated as follows:
   • $7.5 million for year one, for the school year commencing September
     2012, and
   • $7.5 million per year for each year thereafter.
2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.

3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.

4. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14th, 2011 by:

BCPSEA

Support Staff Unions

Ministry of Education
APPENDIX "I"

Provincial Framework Agreement 2014

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

[Original signed by Bargaining Committees]
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.


“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 7, 2014 by:

[Original signed by Renzo Del Negro]  [Original signed by Marcel Marsolais]

BCPSEA  K-12 Presidents’ Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her Majesty in Right of the Province of BC
Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

And:

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

Re: Employee Support Grant for after June 30, 2014

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may be entitled to recover wages lost as a result of legal strike activity by the BC Teachers’ Federation ("BCTF") or lockout by BCPSEA after June 30, 2014.

2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.

3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.

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

6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]  [Original signed by Marcel Marsolais]

BCPSEA  
K-12 Presidents’ Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her Majesty in Right of the Province of BC
APPENDIX “C”

Provincial Support Staff Extended Health Benefit Plan

TERMS OF REFERENCE
BETWEEN:
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS’ ASSOCIATION
AND
K-12 PRESIDENTS COUNCIL

Re: Exploration of a Greater Standardization of Benefits Plans

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

Terms of Reference:

1. The committee will consist of no more than 4 members of the K-12 Presidents’ Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10\textsuperscript{th}, 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 7, 2014 by:

[Original signed by Renzo Del Negro]  [Original signed by Marcel Marsolais]

BCPSEA  Support Staff Unions

[Original signed by Paige MacFarlane]

Ministry of Education
LETTER OF UNDERSTANDING NO. 1

between
Board of Education, School District No. 50 (Haida Gwaii)
and
Canadian Union of Public Employees, Local 2020

RE: WCB Level 1 First Aid Certificate

The parties agree that the existing practice shall continue where the Employer reimburses members who have successfully completed the WCB Level I First Aid Certificate.

Signed this 23rd day of December, 2014

For the Employer: For the Union:

S. Sansome, ST

Signature
LETTER OF UNDERSTANDING NO. 2

between

Board of Education, School District No. 50 (Haida Gwaii)

and

Canadian Union of Public Employees, Local 2020

RE: ABORIGINAL EDUCATION HIRING FOR POSITIONS FUNDED THROUGH
ABORIGINAL TARGETED FUNDS

The Collective Agreement is applicable to all employees covered by this Letter of Understanding.

This letter of understanding applies to the following positions funded from Aboriginal Targeted funding:

1. First Nations Resource Worker;
2. Home School Coordinator;
3. Haida Education Administrative Assistant.

Postings for these three positions will include a caveat stating:

"Preference will be given to qualified applicants with Aboriginal ancestry and knowledge of the Haida Nations."

The selection of candidates for these positions will be done by an interview/selection subcommittee of the Haida Education Committee.

The selection of the above noted positions will not be subject to the articles 13.01 and 13.04 in the Collective Agreement.

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for five (5) working days and a copy shall be sent to the President of the Union.

First preference will be given to Union member with regular seniority and of Aboriginal ancestry and knowledge of the Haida Nation.

Second preference will be given to Union members with recognized secondary seniority of Aboriginal ancestry and knowledge of the Haida Nations.

These variances are without prejudice and precedence. This letter of understanding is effective April 1, 2007.

Signed this 23rd day of December, 2014

For the Employer:  
Shelley Sansome  
Secretary Treasurer

For the Union:

Sander

COLLECTIVE AGREEMENT: SCHOOL DISTRICT NO. 50 (HAIDA GWAI) AND CUPE LOCAL 2020  
July 1, 2014 – June 30, 2019  
dh* cope-91
LETTER OF UNDERSTANDING NO. 3

between
Board of Education, School District No. 50 (Haida Gwaii)
and
Canadian Union of Public Employees, Local 2020

RE: Article 24.02 – Job Security

As per article 24.02 of the Collective Agreement, the parties have reached mutual agreement to guarantee the jobs for the following regular full-time staff as of January 1, 1991:

• Ms Corrine McGuffie, Sk’aadgaax Naay Elementary School Administrative Assistant;
• Ms. Dorothy Sutherland, Tahayghen Elementary School Administrative Assistant.

Signed this 23rd day of December, 2014

For the Employer:  For the Union:

S. Sansome, ST  S. Zander