

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1ST, 2014 TO JUNE 30, 2019

BETWEEN

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION,

ACCREDITED FOR AND REPRESENTING

THE BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 882-B

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COLLECTIVE AGREEMENT

BETWEEN: THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION,
ACCREDITED FOR AND REPRESENTING:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND: THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 882-B

PREAMBLE

The purpose of this Agreement is to secure for the Board, the Union, and the employees the full benefits of legal collective bargaining and to ensure to the utmost extent possible fair and reasonable remuneration, working conditions, job security, economy of operation, maintenance of essential services and protection of property. It is recognized by this Agreement to be the duty of the Board and the Union and the employees to cooperate fully, individually and collectively, for the advancement of said conditions. The Board and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this agreement. The Board agrees in the exercise of the functions of management, that the provisions of this Agreement will be carried out.

ARTICLE 1 - BOARD'S RIGHT

Sec. 1 **Management and Direction**

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Board, except as modified elsewhere in this agreement.

Sec. 2 **Hiring and Discipline**

The Board shall have the right to select employees and to discipline, transfer, demote or discharge them for proper cause.

Sec. 3 **Supervisory Staff**

The selection and promotion of supervisory employees shall be entirely a matter for the Board's decision, but in making such selection or promotion, Article 5 Section 4(b) shall be given due consideration.

ARTICLE 2 – UNION RECOGNITION & SECURITY

Sec. 1 **Bargaining Authority**

The Board agrees that the bargaining authority of Local 882-B, as certified by the B.C. Labour Relations Board, shall not be impaired during the term of this

collective agreement. The Board agrees that the only certification that it will recognize during the term of this Agreement is that of Local 882-B, unless ordered by due process of law to recognize some other bargaining authority.

S.D. 52 (Prince Rupert) - It is agreed that the following are excluded from the bargaining unit: Secretary-Treasurer, Chief Accountant/Purchasing Agent, Accountant, Confidential Secretary to the Secretary-Treasurer, Confidential Secretary to the Superintendent of Schools.

Sec. 2 **Union Membership**

- (a) The Board agrees that all employees who, at the date of the signing of this Agreement, are members of the Union, or any employee who hereafter during the life of this Agreement, becomes a member shall as a condition of continued employment, maintain membership in good standing with the Union.
- (b) New employees commencing employment with the Board shall become members of the Union within fifteen (15) days.

Sec. 3 **Check-Off**

- (a) All employees of the bargaining unit will as a condition of employment, sign check-off cards authorizing the Board to deduct from their earnings in each month, dues levied, and in the amount communicated to the Board by the Union from time to time. The Board shall remit the dues deducted pursuant to such assignment to the Financial Secretary of the Union not later than the 15th of the month following that in which such deductions are made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.
- (b) (Deleted).
- (c) At the time that income tax (T-4) slips are made available the Board shall enter on the amount of union dues paid by each union member in the previous year.

Sec. 4 **Financial Responsibility**

Notwithstanding any provisions contained in this section, there shall be no financial responsibility on the part of the Board for the dues of an employee, unless there are sufficient unpaid wages of that employee in the Board's hands.

Sec. 5 **Notification**

The Union shall be notified of all appointments, hirings, lay-offs, rehiring and terminations of employment with the month-end check off statement. The Union will supply the Board with the names of its officers. Likewise, the Board shall supply the Union with a list of its supervisory personnel.

Sec. 6 **New Employees**

The Board agrees to advise new employees that a Union Agreement is in effect, to provide them with a copy of the Collective Agreement and to advise them of the name of their Union Steward. Every employee shall be notified of the name of **the employee's** immediate designated supervisor(s).

Sec. 7 **Strikes - Walkouts**

- (a) All employees covered under this agreement shall have the right to refuse to cross or work behind a picket line. Any employee failing to report for duty for this reason shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out Board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.
- (c) Employees covered under this agreement shall not be expected to carry out the duties of other employees engaged in a strike or locked out by the Board.

ARTICLE 3 - DEFINITION

Sec. 1 That for the purpose of this Agreement and unless the context otherwise requires:

Probationary employees shall be defined as a person who is serving a probationary period of sixty (60) calendar days, for a permanent appointment with the Board.

- Sec. 2
- (a) Casual Employee - a person who works from time to time on an on-call basis, to perform specific short-term or occasional assignments. Assignments shall not exceed forty-five (45) calendar days.
 - (b) Casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods, and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.
 - (c) Temporary Employee - an employee who is hired or assigned to fill a specific work requirement which is anticipated to be of limited duration. However, a temporary employee with sixty (60) calendar days continuous service in the same position shall be considered as a "Regular" employee.
 - (d) **Summer Student Employee** - an employee who is hired or assigned to fill a seasonal specific work requirement which is anticipated to be of limited duration for part or all of the period between the end of post-secondary classes in April and August 31 of each year. **Summer Student employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods, and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.**

- Sec. 3 Regular employee shall be defined as a person who has satisfactorily completed sixty (60) calendar days service with the Board and who is employed on a regular full-time or part-time basis. Regular full-time employees shall be entitled to all benefits of this Agreement. Regular part-time employees shall receive, when eligible, benefit entitlement on a pro rata basis.
- Sec. 4 Maintenance staff shall include or mean, unless the context is more clearly specified or limited, Tradesmen and other employees working under the Operations Department.
- Sec. 5 Transportation staff shall mean and include persons employed by the Board to either drive, service or repair buses.
- Sec. 6 Custodian staff shall mean and include unless the context is more clearly specified or limited, Custodians whether engaged part-time or full-time by the Board.
- Sec. 7 Office staff shall mean and include persons employed by the Board to work in the Board Offices, Resource Centre or school offices.

ARTICLE 4 - HOURS OF WORK

- Sec. 1 **General Staff**
- (a) The normal hours of work for the day shift maintenance employees **and network systems analysts** shall be eight (8) consecutive hours per day, forty (40) hours per week inclusive of meal periods.
- (b) The normal hours of work for custodians at secondary **and middle** schools in Prince Rupert shall be eight (8) hours per day, 40 hours per week inclusive of one half (1/2) hour period for a meal to be taken on the job.
- (c) The normal hours of work for custodians at elementary schools in Prince Rupert and Port Edward shall be up to 7.5 hours per day, 37.5 hours per week inclusive of one half (1/2) hour period for a meal to be taken on the job.
- (d) The normal hours of work for custodians in the Villages shall be up to eight (8) consecutive hours per day, forty (40) hours per week inclusive of a one half (1/2) hour period for a meal to be taken on the job.
- (e) The Board may choose to assign custodial work on weekends for clean-up duties after weekend extra-curricular events.
- (f) ~~This section does not apply to bus drivers.~~ **The normal hours of work for the bus drivers for students with special needs shall be eight (8) consecutive hours per day, forty (40) hours per week exclusive of meal periods.**
- Sec. 2 **Clerical Staff**
- (a) The regular work week for all office personnel shall consist of five (5) consecutive work days of seven (7) hours each, exclusive of a meal period, from Monday to Friday inclusive.

- (b) The parties hereby agree that a letter shall be written by the Board no later than the 15th of May to the School Principals advising when secretaries and library assistants will be required to report to work. Secretaries and library assistants shall be available for work if requested by the Board before school opens or after school closes. School clerical staff will be consulted in the development of a clerical work plan for the next school year.

Sec. 3 **Work Week**

The regular work week shall be Monday to Friday. The regular working week may be varied by mutual agreement between the Board and the Union. The agreement shall be in writing.

Sec. 4 **Rest Periods**

An employee shall be allowed a fifteen (15) minute paid rest period at the worksite in each of the first half and the second half of a full-time shift. An employee working less than a full-time shift shall have one paid rest period during each continuous three-and-one-half (3 1/2) or four (4) hours of regular working time.

Sec. 5 **Definition of Shifts**

Day Shift	-	7:00 a.m. to 3:59 p.m.
Afternoon Shift	-	4:00 p.m. to 10:59 p.m.
Night Shift	-	11:00 p.m. to 6:59 a.m.

Any employee working the majority of that employee's regularly scheduled hours in a day within the shift shall be paid the appropriate shift differential for all regular hours worked that day.

Sec. 6 **Noon Hour Supervision**

- (a) Current employees shall have the option of the additional work in accordance with seniority and with the provisions of Article 5 - Section 4(i). Current rate of pay and benefits shall apply.
- (b) Term of Employment - September to June.
- (c) Hours of Work - Up to one (1) hour.
- (d) Seniority (Casual)

Shall neither exercise seniority nor accumulate seniority. Casual employees shall be considered for regular employment if they are qualified.
- (e) Benefits (Casual) - Noon Hour Supervisors - Only Statutory (e.g. CPP, EI, WCB)

ARTICLE 5 - SENIORITY

Sec. 1 Principle

Seniority is the length of service that an employee has with the district. The application of seniority shall be on a district-wide basis, except in cases of lay-off, when seniority will apply provided the qualifications required for the position are possessed by the employee.

Sec. 2 New Employees - Probationary Period

New hired employees shall be hired on probation, the probation period to continue for sixty (60) calendar days, during which time **the employee** shall be considered a temporary worker only, and during this same period no seniority rights shall be recognized. After completion of the probationary period, seniority shall be effective from the original date of employment.

Sec. 3 Lay-Offs & Recall

- (a) Although the Board does not desire to reduce the work force or hours of work, it is recognized that circumstances may require such action.

Prior to any lay-offs or reduction in hours of work of regular employees exceeding thirty percent (30%) in any classification, the Board will consult with the Union through a Labour Management Liaison Meeting. Consultation may include discussion of options other than lay-offs or reduction in hours of work.

- (b) A layoff is defined as a reduction in the workforce. A reduction in the regular weekly hours exceeding thirty percent (30%) of their regular weekly hours shall also constitute a layoff.

This section does not apply to the elementary school custodian job classifications in Prince Rupert and Port Edward. For these classifications the following terms will apply:

A reduction of one hour or more shall constitute a lay-off and the lay-off bumping process of the Collective Agreement shall apply.

- (c) The Board agrees that in the event of a lay-off, regular employees shall, where practical, be laid off in order of their seniority. When it is necessary to rehire, employees shall be re-employed in the inverse order in which they were laid off. No new employees shall be hired to fill a vacancy until those laid off, who are qualified for the vacancy, have been given the right of first refusal for the position.
- (d) In the event of lay-offs, such lay-offs will be initiated within the Department first concerned, and the employees with the least seniority shall be the first laid off, provided however, that such employee laid off may exercise **their** seniority with another Department and provided **the employee** has the qualifications to undertake such work.
- (e) Lay-off notice shall be in accordance with the Employment Standards Act as follows:

[i]	after three consecutive months of employment	one (1) week
[ii]	after twelve consecutive months of employment	two (2) weeks
[iii]	after three consecutive years of employment	three (3) weeks
[iv]	after four consecutive years of employment	four (4) weeks
[v]	after five consecutive years of employment	five (5) weeks
[vi]	after six consecutive years of employment	six (6) weeks
[vii]	after seven consecutive years of employment	seven (7) weeks
[viii]	after eight or more consecutive years of employment	eight (8) weeks

- (f) A regular employee, if qualified, may exercise **their** seniority rights to bump bargaining-unit-wide. An employee entitled to bump in accordance with this Article shall advise the Secretary-Treasurer of **their** intention, in writing, of which position they wish to bump into within five (5) working days.
- (g) Employees in Category No. 1 cannot bump employees in Category No. 2, unless they have completed the approved courses or work unsupervised as per Addendum No. 1 - Page 3.
- (h) If an employee has been bumped or **their** position has been eliminated and the position from which **they have** been bumped or eliminated comes open or is reinstated within seventy-five (75) calendar days from the time of being bumped or eliminated, then that employee has the right of first refusal to revert to **their** former position. **For employees other than 12 month employees, July and August of each year will not count as part of the 75 calendar days.** An employee wishing to exercise this option shall advise the Secretary-Treasurer of **their** intentions within five (5) working days.
- (i) Employees laid off shall receive their final pay and record of employment in accordance with the Employment Standards Act and EI requirements.

Sec. 4

Job Postings

- (a) In the event of a vacancy occurring in any classification covered by this agreement, or in the event of a new position being created, notice thereof shall be posted ~~as follows: for five (5) working days and a~~

For 12-month Positions

For five (5) working days

For All Other Positions -

From the Tuesday after Labour Day to September 30

On Tuesdays and Fridays for two (2) working days. All postings issued no later than 1:00 pm. All postings close at noon.

At other times during the school year

For five (5) working days

A copy shall be ~~mailed~~ sent to the Secretary of the Union. Such postings and notice shall contain the following information: nature of the

position, required ability, hours of work and wage rate or salary range, and the closing date for accepting applications. Applications must be made in writing. The Union shall be advised in writing of the name(s) of the successful applicant(s) within five (5) working days following **their** appointment.

This Sub-Section shall not apply to vacancies that will be filled in accordance with Sub-Sections (f) and (g) below or for casual work assignments.

Job posting end dates for school-based positions will not exceed the last day of classes in the school calendar.

- (b) The Board agrees that seniority shall govern in all cases of promotions and demotions when the qualifications and ability of the employees concerned, in the opinion of the Board, are equal. The Board shall determine qualifications and ability, in a fair and equitable manner.
- (c)
 - [i] If the successful applicant is a regular employee **they** shall be placed on trial for a period of forty-five (45) calendar days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of forty-five (45) calendar days.
 - [ii] If the successful applicant has previously completed a trial period for the position applied for they shall be placed on a fifteen (15) calendar day reorientation period. Conditional on satisfactory service, such reorientation period shall become permanent after the period of fifteen (15) calendar days.
 - [iii] In the event that the successful applicant proves unsatisfactory in the position, or in the event the successful applicant chooses not to remain in the position and advises the employer by letter that **they wish** to be returned to **their** previous position at the prevailing rate without loss of seniority, then the employee will be returned to **their** former position and any other employees promoted or transferred because of the rearrangement of position may also be returned to their former position.

If the employee has advised the employer of **their** decision to return to **their** former position, the return to the former position will occur within fifteen (15) calendar days of the date of receipt of a letter from the employee.
 - [iv] Employees shall be notified in writing by the Secretary-Treasurer **or delegate** if their trial period was successful or unsuccessful.
- (d) Vacancies occurring in July and August, **except Tradesperson classifications**, will not be permanently assigned until after school commences in September.
- (e) Regular part-time and temporary employees who want to increase their hours or gain full-time employment by accepting a temporary position shall submit their name to the Secretary-Treasurer by the last day of each month. A Temporary Pool List will be maintained on a monthly basis by seniority of regular part-time and temporary employees.

- (f) Temporary positions of an anticipated duration of more than forty-five (45) calendar days but less than seventy-five (75) calendar days shall be offered to employees on the list in order to allow them to increase their hours or gain full employment.
- (g) When a temporary vacancy exceeds seventy-five (75) calendar days the position shall be posted and the one subsequent vacancy shall also be posted. Any further vacancy shall be filled from the Temporary Pool List.
- (h) It is understood that the temporary positions in Article (f) and (g) shall be offered to the employee who has the greatest seniority and has the required qualifications for the temporary position. Following the temporary appointment, the employee shall revert back to **their** former position.
- (i) Regular part-time and temporary employees who combine positions to increase their hours of work shall only be allowed to combine hours:
 - (a) that do not conflict with the normal day-to-day operation of the school, classroom, and/or worksite;
 - (b) up to the normal maximum work day/work week hours.
- (j) Calendar days for the purpose of this section (Section 4) shall not include days off for the Christmas Break or Spring Break.
- (k) Job postings will be sent to employees on leave of absence, layoff, and short term disability. Employees who are on WCB or LTD will be asked if they want to receive postings. Employees on leave of absence, layoff, short term disability, WCB or long term disability can request to have job postings sent to them by mail.
- (l) Each school year, no later than the 3rd Thursday of October, the Board agrees to meet, review and consult **education assistant** placements within schools with the Union. In the placement of **education assistants**, the following is agreed:
 - (a) **An education assistant 2** takes precedent in assignment over **an education assistant 1**.
 - (b) For all **education assistants** in a school with the same classification and subject to Article 5, Section 4(b), the **education assistants** with the most seniority will get first right of refusal for hours of work to a maximum of five (5) hours, except at Charles Hays Secondary School to a maximum of six (6) hours.
 - (c) It is understood that the placement of **education assistants** within a school will be determined by the principal based on needs of the students, class organization, and Article 5, Section 4(b).
 - (d) ~~During the first year of this procedure (2014/15 school year), a~~ All questions/concerns shall be dealt with through Labour/Management Liaison Meetings.

Sec. 5 **Loss of Seniority**

An employee shall lose **their** seniority in the event of:

- (a) discharge for cause and not being reinstated;
- (b) **the employee's** resignation;
- (c) absence from work in excess of three (3) working days without notifying the Board Office unless such notice was not reasonably possible;
- (d) after a lay-off, failing to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board Office informed of **their** current address;
- (e) being laid off for a period of twelve (12) months.

Sec. 6 **No Loss of Seniority**

An employee absent from work because of sickness, accident or leave of absence approved by the Board, shall not lose **their** seniority.

Sec. 7 **Seniority List**

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the secretary of the Union, secretary of each school and all shop stewards in January, May and September of each year.

ARTICLE 6 - WAGES

Sec. 1 **Pay Dates**

The Board shall pay salaries and wages bi-weekly, in accordance with the Wage Schedules attached hereto and forming part of this agreement.

All overtime earned shall be paid bi-weekly or as per Section 3(a)(v). Employees shall be classified as per the Wage Schedules attached hereto and forming part of this agreement.

The setting out of a job classification and accompanying wage rate in the Wage Schedules attached to this agreement shall not bind the Board to create or fill such positions.

Employees working a bi-weekly pay period will have one week banked in each pay period. This week will be paid in each subsequent pay period. The employee's final banked week will be paid within one week of termination or lay-off.

Sec. 2 **Classification Changes & New Positions**

Please note that this paragraph has been put on hold and replaced as per Section 19 of Appendix IV on page 48.

When duties in any classification are substantially changed, or when a new position is created the District shall notify the Union prior to the time the new positions are posted or changed. The rate of pay shall be subject to negotiation between the Board and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration in accordance with Article 12 of this agreement. The new rate shall become retroactive to the time the position was first filled by an employee.

Sec. 3 **Overtime Entitlement**

- (a) For all overtime worked as hereinafter defined, all employees covered under the Wage Schedules of this Agreement shall be paid as follows:
- [i] All time worked over eight (8) hours or seven (7) hours per day, or forty (40) hours or thirty-five (35) hours per week (whichever is applicable), shall be paid for at double (2) the regular rate until the commencement of the employee's next scheduled shift.
 - [ii] For all time worked on a Saturday or Sunday, or where shift work is in effect, on those days constituting the employee's rest days in lieu of Saturday or Sunday, double (2) the regular rate shall be paid.
 - [iii] Should an employee be required to work on a statutory holiday, the employee shall receive 2 times pay in addition to holiday pay.
 - [iv] Employees shall have the option to accumulate overtime and call time **to a maximum of twenty (20) working days**. All overtime shall be converted to straight time off at the regular rate of pay (in periods of not less than one (1) scheduled day and taken at a time mutually agreed upon). **Upon ratification of the 2014-2019 collective agreement, employees currently with greater than 20 working days accumulated overtime will have the excess days frozen at the their rate of pay in effect on June 30, 2014.**
 - [v] Employees shall have the option to request a payout of banked overtime upon providing the Secretary-Treasurer with two (2) weeks written notice prior to a regular pay period. Such payments will be made on a regular pay period.

Sec. 4 **Where No Work is Available**

A regular full-time employee starting work in any day and being sent home before **the employee** has completed four (4) hours work, shall be paid for four (4) hours at **their** regular rate of pay. In the event that an employee reports for work but is sent home before commencing work, **they** shall be paid for two (2) hours at regular rate, unless **they were** advised by the Board not to report for work.

A part-time or casual employee starting work in a day and being sent home before **the employee** has completed four (4) hours work shall be paid for four (4) hours at **their** regular rate of pay proportional to the percentage of hours worked to full-time or thirty (30) minutes, whichever is greater. In the event that an employee reports for work, but is sent home before commencing work, **the employee** shall be paid for two (2) hours at the regular rate of pay proportional to the percentage of hours worked full-time or thirty (30) minutes whichever is greater, unless **the employee** was advised by the Board not to report to work.

Examples:

An employee who regularly works five (5) hours per day would receive 5/7ths of four hours if they commenced work.

$$5/7\text{ths of 4 hours} = 2.86 \text{ hours (rounded)}$$

An employee who regularly works five (5) hours per day would receive 5/7ths of two hours if they were sent home before commencing work, unless **they** worked more than thirty minutes prior to being sent home.

$$5/7\text{ths of 2 hours} = 1.43 \text{ (rounded)}$$

Sec. 5 **Call Out**

An employee called and required to work outside **their** regular working hours shall be paid for a minimum of two (2) hours, at **their** regular rate plus overtime rates for time worked.

An employee who is on a rotating monthly call out will be paid ~~\$400.00~~**150.00** per month for being on standby.

Sec. 6 **Assignments & Substitutes**

An employee who is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate for the job, or **their** regular rate, whichever is the greater.

ARTICLE 7 - VACATIONS AND STATUTORY HOLIDAYS

Sec. 1 **Entitlement**

- (a) Annual vacations will be granted as follows:
 - (i) Employees who have not completed one year of continuous service: one work day for each completed month of service, to a maximum of ten (10) work days with pay or four percent (4%) of earnings.
 - (ii) Employees in their second (2nd) year of employment but less than five (5) years continuous service, fifteen (15) work days with pay based on the employee's gross annual earnings or six percent (6%) of earnings, whichever is greater.

- (iii) Employees with five (5) or more years but less than twelve (12) years continuous service, twenty (20) work days with pay based on the employee's gross annual earnings or eight percent (8%) of earnings, whichever is greater.
 - (iv) Employees with twelve (12) or more years but less than twenty (20) years continuous service, twenty-five (25) work days with pay based on the employee's gross annual earnings or ten percent (10%) of earnings, whichever is greater.
 - (v) Employees with twenty (20) or more years of continuous service, thirty (30) work days with pay based on the employee's gross annual earnings or twelve percent (12%) of earnings, whichever is greater.
- (b) Part-Time Employees
- For the purpose of determining vacation entitlement or vacation pay for regular part-time employees, ten (10) months employment shall be considered to be equal to a year's service. Regular part-time employees shall receive vacation pay on the basis of 4%, 6%, 8%, 10% or 12% of their gross earnings upon qualifying for vacation pay based on their years of service as detailed in this Article, Section 1.
- (c) Any annual vacation payment determined by the percentage top up formula shall be paid to the employee **by** the last pay period payment date in July of each year.
 - (d) Earned vacation pay will be shown on bi-weekly pay statements. Twelve month employees will have vacation pay reported in days earned. All other employees will have vacation pay reported as a dollar amount.

Note 1 For the purpose of this Section, entitlement to vacation shall be based upon the employee's anniversary date of employment.

Sec. 2 **Vacation Period**

- (a) Vacations shall be taken at a time most convenient to the operation of the school district and where practical, at least two weeks will be granted during the months of July and August, or at a mutually acceptable time arranged between the Board and the employee. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority. **For any unused vacation at June 30 each year, a maximum of seven (7) working days can be carried over and banked. Upon ratification of the 2014-2019 collective agreement, employees with greater than seven (7) working days carried over vacation at June 30, 2014 will be grandfathered, and will not carry over any additional vacation until such time as their current carried over vacation bank is less than this seven (7) days maximum.**
- (b) 10 month employees (other than school secretaries) will be paid vacation pay for all working days, not worked, during the Christmas Break and Spring Break, subject to sufficient accumulated vacation pay entitlement. All unused vacation pay entitlement will be paid out on the last pay period payment date in May of each year.

- (c) School secretaries will be paid vacation pay for all working days, not worked, during the Christmas Break and Spring Break, subject to sufficient accumulated vacation pay entitlement. All unused vacation pay entitlement will be paid out on the last pay period payment date in May of each year.

Sec. 3 **(Deleted)**

Sec. 4 **Leaving Board Service**

An employee leaving the service at any time in **their** vacation year before **they have taken their** vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Should an employee die, **their** estate shall be credited with the value of vacation credits owing to **the employee**.

Sec. 5 **Statutory Holiday**

- (a) Employees shall be entitled to a holiday with pay at their regular rate for each of the statutory holidays hereinafter set forth:

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

and any day proclaimed by the Federal, Provincial or Municipal government as a holiday and, any special school holiday proclaimed by the Minister of Education.

Only employees regularly working within the municipal boundary shall be entitled to a municipal holiday.

- (b) When any of the above mentioned holidays fall on an employee's scheduled day off, or is observed during an employee's vacation period, the employee shall receive another day off with pay at a mutually agreed upon time between the employee and the Board.

In the event that the Board or an employee group wishes to observe a Statutory Holiday on a different day than the day on which it falls, the majority of the employees in the group and the parties must mutually agree on the day on which the Statutory Holiday will be observed.

- (c) Ten month employees are entitled to receive statutory holidays falling within their period of employment. Regular part-time employees shall be paid for statutory holidays on the basis of their hours relative to a full-time employee.
- (d) **Shift Differential**

Shift differential to be paid for all statutory holidays, when worked.

ARTICLE 8 - LEAVES OF ABSENCE

Sec. 1 Sick Leave

- (a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act.
- (b) Sick leave shall be granted to regular employees on the following basis:

Eight (8) days sick leave will be available for all employees subject to a payback on a pro rata basis if unearned.

Nine (9) days sick leave will be available to 12 month employees subject to a payback on a pro rata basis if unearned.

Sick leave days may be used to Top Up sick leave payment for weekly indemnity to 85% of usual wages out of the annual sick leave days allowable.
- (c) Regular part-time employees shall receive sick benefits on a pro rata basis proportional to hours worked relative to a full-time employee.
- (d) Remuneration for the sick leave payable under parts (b) and (c) above shall be at one hundred (100) percent of the employee's regular daily pay.
- (e) Leave without pay of one year because of illness may be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of one year, an extension may be granted by the Board.
- (f) When an employee is granted leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the board upon expiration of such leave of absence, **the employee** shall not receive sick leave credit for the period of such absence, but shall retain **their** cumulative credit, if any, existing at the time of such lay-off.
- (g) An employee prevented from performing **their** regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and **their** regular salary. Such difference shall be deducted from the employee's accumulated sick leave, provided the employee has such benefits to **their** credit. Should the employee have no sick leave to **their** credit, then **the employee** shall only be entitled to the amount paid by the Workers' Compensation Board.
- (h) An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) days.

Where an employee has taken uncertified sick leave in excess of seven (7) days in a period of twelve (12) months, the employee may be required to produce a medical certificate for any subsequent illness. If there is a cost for obtaining the medical certificate the cost shall be borne by the Board if requested.

- (i) A record of all unused sick leave will be kept by the Board. An employee is to be advised on application of the amount of sick leave accrued to **their** credit.
- (j) When an employee becomes ill while on annual vacation, sick time will not count as part of the vacation. Illness must be substantiated by a doctor's certificate if requested by the Board.
- (k)
 - (i) An employee entitled to sick leave under this Article, shall receive, upon termination of employment, the following percentum of **their** unused accumulated sick leave after a minimum of ten (10) years continuous service:
 - 25% of unexpended sick leave after 10 years of service;
 - 40% of unexpended sick leave after 15 years of service;
 - 60% of unexpended sick leave after 20 years of service.
 - (ii) Sick leave accumulated pursuant to this part shall be frozen at the entitlements established on December 31, 1987.
 - (iii) Employees with less than ten (10) years of service on January 1, 1988 shall be entitled to the provisions of part (ii) above on completion of the required periods of service except that payout shall only be paid on termination after age 55 or on layoff.
 - (iv) Sick days accumulated and vested in accordance with part (ii) may be used to top up or supplement the one hundred (100) percent pay under part (d) and Weekly Indemnity Plan under part (l), on the request on the employee.
- (l) Eligible regular employees shall be covered by an Employer paid Weekly Indemnity Plan upon completion of the probationary period. The Plan provides remuneration for a period commencing on the fourth day of illness or first day of accident or surgery and extending to twenty-six (26) weeks, subject to Carrier limitations.
- (m) Eligible regular employees shall be covered by an employee paid Long Term Disability Plan upon completion of the probationary period. The Plan provides for 66 2/3% pay (non-taxable) upon conclusion of the Weekly Indemnity Plan and extending to age sixty-five (65) subject to Carrier limitations.
- (n) Superannuation continues to be shared by the Employer and employee during the Wage Indemnity period and paid by the Superannuation Commission during the Long Term Disability period. Eligible employees will receive a pension based upon salary increases indexed to the Consumer Price Index for the L.T.D. period through to age sixty-five (65) through the Superannuation Commission.

Sec. 2

Union Business

- (a) The Board agrees to grant time off without pay during any working day to officers of the Union in the employ of the Board for Union business.
- (b) The Board agrees that time spent in settling grievances during the regular working hours, pursuant to Articles **11 & 12** hereof by Union Stewards, shall be considered as time worked and paid at regular rates of pay.
- (c) In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave **their** work without obtaining permission of **their** supervisor, which permission shall not be unduly withheld.
- (d) Bargaining representatives in the employ of **the** district shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours, without loss of remuneration. The Union agrees to notify the Board of each of the names of such employees, whose number, for the purpose of this section, shall not exceed a total of four (4) employees at any one time.
- (e) Bargaining unit employees appointed by the Board to represent the Board on Community and/or City Committees will not suffer a loss of remuneration for attending meetings held during the employee's regular working hours.

Sec. 3

Bereavement

Leave up to five (5) days shall be granted with pay on request of the employee in the event of death ~~and/or serious illness~~ of a parent, wife, husband, brother, sister, child, grandparent, mother-in-law, father-in-law, step parent, common-law spouse, step child, step grandparent, sister-in-law, **grandchild or** ~~and~~ brother-in-law. The Board shall give reasonable consideration to special requests regarding persons outside the immediate family or extended time under special circumstances and any time approved shall be taken as either vacation or leave without pay.

Any further bereavement leave will be considered by the Employer under Article 8 Section 15 - General Leave.

Sec. 4

Jury Duty

The School District shall continue to pay to employees their regular daily pay if the employee is called upon to perform jury duty or to appear as a subpoenaed witness at either a coroner's inquest or a criminal court.

The employee shall turn over to the School District any funds received for performing jury duty or appearing as a crown witness.

Subpoenaed employees who await jury duty are not expected to work their afternoon shift if selection has not been made by noon.

Sec. 5

Pregnancy Leave

- (a) The Board will grant Unpaid Pregnancy Leave. Pregnancy leave shall be the greater of 17 weeks or the number of weeks allowed pursuant to the British Columbia Employment Standards Act.
- (b) Unless medical conditions do not permit, the Board shall be given two (2) weeks notice of the commencement of such leave.
- (c) The Employee shall notify the Board at least three (3) weeks prior to returning to the job.
- (d) Supplemental Employment Benefits on Pregnancy Leave
 - (i) When a pregnant employee takes a maternity leave to which **the employee** is entitled pursuant to the Employment Standards Act, the Board shall pay the employee 95% of **their** current salary for the first and second weeks of **their** leave.
 - (ii) Upon ratification, a top up to 95% of current salary for the third through twelfth weeks of **the employee's** leave will be paid.
 - (iii) Upon presentation of an EI benefit statement, the employee will be paid according to established pay cutoffs and schedules.
- (e) The Board agrees to enter into the Supplementary Unemployment Benefit (SUB) Plan agreement in respect of such maternity payment.

Sec. 6

Parental Leave

- a) The Board will grant Unpaid Parental Leave. Unpaid Parental Leave shall be the greater of 37 weeks or the number of weeks allowed pursuant to the British Columbia Employment Standards Act. Parental Leave will be granted pursuant to the British Columbia Employment Standards Act.
- b) The Board will continue to provide coverage for all employees benefits plans, provided the employee pays the premiums.
- c) The employee shall notify the Board at least four (4) weeks prior to wishing to return to work. The Board shall endeavour to place the employee at a job equivalent to the position held at the commencement of the leave. Where this is not possible, the Board will place the employee in a job consistent with **the employee's** qualifications and seniority that is acceptable to the employee.
- d) In the event that the mother should die or becomes disabled before or following the birth of the child and a male employee qualifies for benefits under the Employment Insurance Act (spousal maternity benefits) the provisions of the Article shall, upon request, be granted to **the male employee**.

Sec. 7 **Paternity Leave**

On the birth of a child, a male employee may apply for and shall be granted paternity leave with pay up to two (2) days. In the event of birth complications affecting either the mother or child the leave may be extended up to a further five (5) days with or without pay upon the prior approval of the Secretary-Treasurer **or delegate**.

Sec. 8 **Adoption Leave**

- a) Adoption leave of four (4) days with pay will be granted an employee who is adopting a dependent child. If both adopting parents are employees, each is entitled to this four (4) day leave with pay.
- b) The Board will grant Unpaid Adoption Leave. Unpaid Adoption Leave shall be the greater of 37 weeks or the number of weeks allowed pursuant to the British Columbia Employment Standards Act.
- c) Should adoption leave be taken, the employee shall be eligible to receive payment for such leave up to a maximum of ten (10) days pay at 95% of full salary.
- d) Adoption leave does not cover the formalization of guardianship for dependent children of a bonded family.

Sec. 9 **Parenthood Leave**

- (a) "Parenting" is fulfilling the role of principal caregiver to the dependent child/children in the home or institution if the child is institutionalized.
- (b) "Parenthood Leave" will be considered for any employee who has served continuously in the district for at least three (3) years prior to the school year in which the leave is to commence. The Board shall grant such requests within the limits of the following procedures.
- (c) Requests for such leave must reach the office of the Secretary-Treasurer by March 1st for leave commencing July 1st or by October 1st for leave commencing January 1st. The request for leave shall set out the period of leave requested and the employee's preferred return date, September 1st or January 1st.
- (d) An employee who is on Parenthood Leave and who accepts employment elsewhere shall be deemed to have resigned from this district effective the date of commencement of the new position.
- (e) Employees on Parenthood Leave may accept temporary assignments in School District No. 52 if no other acceptable temporary employee is available.
- (f) Employees on Parenthood Leave must formally notify the Secretary-Treasurer by March 15th/ October 15th in the school year in which the leave terminates regarding their intention to resume work in the district on September 1st/ January 1st. Failure to give such notification shall be construed as notice of resignation, effective June 30th/ December 31st immediately following that March 15th/ October 15th.

- (g) If both parents are employees covered by this agreement, only one parent is eligible for the leave at any one time. Neither is it the intent of this leave that one parent may be on Parenthood Leave while the other is on Long Term Maternity Leave.
- (h) An employee who is on a Long Term Maternity Leave may also request Parenthood Leave but the combined leaves must not exceed thirty (30) continuous working months and the employee must return to work on the first day of a school term (as defined by the School Act).
- (i) An employee returning to work from Parenthood Leave shall be assigned to a position equivalent to that previously held.
- (j) The number of employees on Parenthood Leave at any one time shall not exceed 5% of the current F.T.E. employees covered by this agreement.
- (k) Notwithstanding the foregoing return dates and provisions, an employee may return to work at an earlier date at the Secretary-Treasurer's **or delegate's** discretion. In such an instance the Board is not bound to offer the employee a position equivalent to that previously held. The position offered will be governed by the positions available at that time.
- (l) Employees granted Parenthood Leave may make arrangements to continue their fringe benefit package at their own expense.

Sec. 10 **Personal/Discretionary Leave**

An employee with one (1) year of continuous service shall be entitled to five (5) days discretionary leave without pay, annually.

Leave of absence without pay will be granted to a maximum of five (5) days per year at the request of an employee in writing, for personal reasons, subject to the availability of a suitable substitute.

This leave may, at the discretion of the Secretary Treasurer **or delegate**, be used to extend regular vacation periods, provided that the leave request is received four (4) weeks prior to the start of the leave.

Sec. 11 **Medical Care Leave**

- (a) When medical services and/or medical facilities are not available in the community of residence or work, an employee or **the employee's** dependents may be referred by a doctor or dentist to a medical practitioner or medical facility in another municipality.

When such referrals are made and the appointment cannot be scheduled in a way that avoids disruption of work or vacation, the employee shall be allowed paid leave of absence of up to three (3) days in order to attend or to accompany dependents if medically required. Proof of need for such medical leave is required. Additional leave shall be deducted from the employee's sick leave bank on request. In the event the employee has no sick leave to **their** credit, the leave shall be without pay.

(b) Medical/Dental Appointments

Provided that medical or dental care is required and appointments are not available outside of the employee's normal working hours an employee shall be granted time off with pay, subject to the Supervisor's approval and the submission of a leave of absence form. Time off will be charged against accumulated sick leave if the absence is beyond 2 hours. The Board may request proof of an employee's attendance at a specific medical or dental appointment.

Sec. 12 Video Display Terminals

Employees whose jobs require the operation of video display terminals may request a transfer to alternate work during a pregnancy. If a suitable transfer is not available, the employee may request unpaid leave of absence for the period of **the employee's** pregnancy.

Sec. 13 Illness of a Family Member

Leave of absence with pay shall be granted to a maximum of five (5) days per school year to enable an employee to care for **a parent, wife, husband, brother, sister, child, grandparent, mother-in-law, father-in-law, step parent, common-law spouse, step child, step grandparent, sister-in-law, grandchild or brother-in-law** ~~their spouse, children or a family member of his/her household~~ who has become ill. A doctor's certificate may be required.

Sec. 14 Time Off to Attend a Funeral

At the discretion of the supervisor an employee shall be granted leave of absence with pay for up to half (1/2) a day to attend a funeral of a close friend or relative not defined in Section 3. A leave of absence form must be completed by the employee, signed by the appropriate supervisor and submitted to the Secretary-Treasurer.

Sec. 15 General Leave

The Secretary-Treasurer may, upon receiving a written request, grant leave of absence with or without pay and without loss of seniority to a regular employee requesting such leave for good and sufficient cause. When the leave of absence is for a period of up to one year the employee will be returned to **their** normal position on completion of the leave. When the leave of absence is for a period of more than one year the employee shall, on **their** return, be placed in a position equivalent to the position previously held.

ARTICLE 9 - EMPLOYEE BENEFITS

Sec. 1 Pension

(a) All eligible employees covered by the Agreement shall participate in and be covered by the provisions of the Municipal Pension Plan [formerly the Pension (Municipal) Act].

- (b) The minimum retirement and maximum retirement age shall be as defined in the Municipal Pension Plan [formerly the Pension (Municipal) Act].

Sec. 2 **Medical Coverage**

- (a) Employees who have completed their probationary period may participate in the mutually approved Medical Plan and in the Extended Health Benefit Plan offered by the Medical Plan. The costs of the premium payments shall be shared 75% by the Board and 25% by the employee. Eyeglass option at ~~\$200~~**400** per 24 months. Hearing aid option at \$1,500.00 per twenty-four (24) months when prescribed by a Certified Ear, Nose and Throat Specialist or supplied by a recognized Audiologist on the recommendation of a Physician or Surgeon.
- (b) A Medical Travel Plan on a premium shared basis of 50/50.

Sec. 3 **Group Life Insurance**

All eligible regular employees, who have completed their probationary period will, as a condition of employment, be covered under the terms and conditions of the Group Life Insurance Plan or equivalent at two times salary. The cost of the premium payments shall be shared 75% by the Board and 25% by the employee.

The Board shall continue to provide medical, extended health and dental benefits to the dependents of the deceased employee for the period of four (4) months following the death of the employee. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

Sec. 4 **Dental Plan**

Regular employees, who have completed their probationary period, may participate in a mutually approved Dental Plan. The costs of the premium payments shall be shared 75% by the Board and 25% by the employee. The plan will include Part C Orthodontic at 50% co-insurance. The orthodontic maximum limit is \$2,000.00/lifetime per insured person.

Sec. 5 **Changes to Carriers**

The Board shall notify the Union prior to making any changes to the carriers of the employee benefit package. Changes shall only be made by mutual agreement.

ARTICLE 10 - GENERAL

Sec. 1 **Courses of Instruction**

- (a) The Board agrees to pay the full cost of any course of instruction required and approved by the Board for any employee to better qualify the employee to perform **their** job. Such payment shall be made upon the successful completion of the course.

The Board shall provide an adequate training and/or familiarization period for new employees and in cases of new technology.

- (b) The Union has established an Education Fund for all IUOE members of School District No. 52. The Union has allocated \$0.01/hour worked for each member of School District No. 52 which will be contributed to the Education Fund. The cap on the fund is \$5,000.00.

The School District will also match the Union's contribution which will be retroactive to the month of June, 1994. The employer's contribution to be capped at \$5,000.00.

A four (4) person Joint Committee consisting of two (2) representatives of the Union and two (2) representatives of the Board will be formed to mutually agree on the distribution criteria for the Education Fund.

Sec. 2 **Clothing and Footwear**

The Board shall provide and clean all protective clothing, coveralls and gloves as required. Employees when instructed to wear safety footwear by management will have the cost shared 80/20 with the Board.

The employer will provide lab coats to Lab Assistants at the secondary schools and raingear and/or umbrellas for Noon Hour Supervision Assistants.

The employer will provide an annual allowance of **eighty dollars (\$80.00)** per school year for the purchase of swimwear for **education assistants** who are regularly assigned to and accompany students, enrolled in the School District swimming program, into the pool.

Sec. 3 **Deleted**

Sec. 4 **Technological Change**

Should any displacement of staff be indicated as the result of technological change, the Board and the Union will meet and discuss the possibility of employing displaced employees in some other capacity, three (3) months prior to the implementation of such change. In the event that a regular employee is displaced, **the employee** 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. Any employee subsequently laid off as a result of this procedure shall retain seniority and recall rights for a period of twelve (12) months. Any employee placed in a lower rated position as a result of mechanization, shall not have **their** wages reduced; but shall continue to receive **their** old rate until such time as the agreement rate for **their** new position is equal to **or greater than their** actual rate of pay.

Any employee whose services are terminated by the Board because of technological change shall be entitled to severance pay equivalent to one (1) week's pay for each year of service.

Sec. 5 **General**

Wherever the singular of the masculine is used in this agreement, it shall be deemed to include the plural or the feminine or the body politic or corporate, as the case may require.

Sec. 6 **Labour Management Liaison Meetings**

The Board or the Union may request a joint meeting to discuss matters of mutual interest regarding the interpretation of this Agreement, matters of safety, etc. The Union representatives shall be the Shop Stewards elect and they shall be entitled to attend such meetings without loss of pay.

Sec. 7 **Mileage Allowance**

In addition to insurance coverage employees who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed at the rate prescribed by Board policy. This includes travel between work-sites as required on a regular basis, if such travel is stipulated as a condition of employment.

Sec. 8 **Vandalism Compensation - Employees' Motor Vehicles**

The Board will pay up to ~~one~~**two** hundred dollars (~~\$100.00~~**200.00**) of the deductible portion for insurance claims on employees' vehicles which have been damaged through vandalism at a school or approved school function.

Before payment is made, the employee shall provide the Board with the RCMP File Number for the incident and demonstrate that repairs have been carried out.

Sec. 9 **First Aid**

- (a) The Board shall reimburse Union members for approved course fees charged against the acquisition/renewal of a first aid certificate including Industrial First Aid upon successful completion of the course. It is the responsibility of the Union member to apply for this benefit and provide proof of payment and successful completion.
- (b) An employee holding a valid first aid certificate and acting as a designated first aid attendant shall be paid an allowance of \$50.00 per month.

Sec. 10 **Sexual Harassment**

The Board and the Union recognize the right of all employees to work in an environment free from sexual harassment.

Sec. 11 **No Discrimination**

The Board agrees that there shall be no discrimination exercised or practised with respect to any employee in the administration of this Collective Agreement by reason of age, race, creed, colour, ancestry, natural origin, religion, political affiliation or activity, sex, marital or parental status, nor by reason of **an employee's** membership in the Union.

Sec. 12 **Hearing Medical Checks**

The Board shall arrange for and pay for necessary Hearing Medical checks not covered by MSP or WCB.

Sec. 13 **Credits for Pay Category 2**

~~Teacher Assistants or~~ **Education Assistants** who complete three (3) approved courses equal to nine (9) credits will qualify for pay category 2.

The courses must be approved by the District Principal of Student Support Services or the Secretary-Treasurer before commencing the courses.

Sec. 14 **In-Service Training**

The Board agrees to provide an in-service training seminar on a minimum of one (1) day per school year designated as a professional development day for I.U.O.E. employees. The date and agenda shall be subject to the approval of the District Principal of Student Support Services and/or the Secretary-Treasurer. For purposes of attendance and pay, the day shall be treated as a regular work day.

For in-service days designated as mandatory attendance, 30 days' notice shall be provided to 12 month employees who are scheduled to work on the designated day.

A Joint Committee representing management and the union will be formed to organize and arrange in-service training for employees to cover additional days, if any, when students are not in school. The program must be approved by the District Principal of Student Support Services and/or the Secretary-Treasurer.

ARTICLE 11 - GRIEVANCE PROCEDURE

Sec. 1 In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner: At each step of the grievance procedure the grievor shall have the right to be present.

Informal Step

As an informal step, the employee is encouraged to resolve the difference directly with their immediate supervisor. The employee(s) and a person or persons designated by the Union shall accompany the employee. Both parties shall make every effort to settle the difference.

Step 1

Failing a satisfactory informal resolution, notice in writing of the grievance must be filed with the Board within thirty (30) calendar days after the occurrence of the alleged grievance or the date on which the employee first has knowledge of it. The grievance shall:

- (i) Record the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

- (ii) State the article or articles of the Agreement alleged to have been infringed upon or violated and the remedy or correction requested; and
- (iii) Be signed by the employee and a shop steward.

The Board must answer the grievance in writing within fourteen (14) calendar days of receipt of the notice.

Step 2

Step 2 must be initiated by the Union to the Board within seven (7) calendar days of the date on which the written answer by the Board was delivered to the Union in step 1.

In the event that a resolution of the grievance, satisfactory to the Union and the Board, does not result at step one, a meeting shall be held between the employee, a person or persons designated by the Union, and a person or persons designated by the Board in an attempt to resolve the grievance.

The Parties shall meet to discuss the grievance within fourteen (14) calendar days of the date the written notice was received pursuant to this step.

The Board's representative must answer the grievance in writing within seven (7) calendar days of the meeting.

Step 3

In the event that a resolution of the grievance is not satisfactory to the Union and the Board at step 2, such grievance shall be referred to a grievance committee comprised of two (2) representatives of the Union and two (2) representatives of the Board. The committee shall, if it so desires, have its advisors in attendance.

The Parties shall meet to discuss the grievance within fourteen (14) calendar days of the date the written response was delivered by the Board to the Union pursuant to step 2.

The Board's representative must answer the grievance in writing within seven (7) calendar days of the meeting.

Step 4

Failing settlement by the committee of the grievance either party may, within thirty (30) calendar days, refer the grievance to arbitration as set forth in Article 12.

Sec . 2 Termination or Discharge, Grievance

A discharge grievance shall be commenced at step 3 of the grievance procedure within fourteen (14) calendar days after the occurrence of the alleged grievance or of the date on which the Union first has knowledge of it.

Sec 3 Union or Board Grievance

A Union or Board grievance shall be commenced at step 2 of the grievance procedure within fourteen (14) calendar days after the occurrence of the alleged grievance or of the date on which the Union or the Board first has knowledge of it.

Sec. 4 Time Limit

The time limits set out in the article will be automatically extended by any Statutory Holidays falling within the time limit.

Time limits may be extended by mutual agreement of the parties.

Sec. 5 Right to Grieve Disciplinary Action

(a) Disciplinary Action Grievable

Disciplinary action grievable by the employee shall include written censures and letters of reprimand.

(b) Employee Notified of File Documentation

An employee and the union shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in **their** file, **they** shall be entitled to recourse through the grievance procedure.

(c) Removal of Disciplinary Documents

Any such document shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction.

Sec. 6 Technical Objections

It is the intent of both parties to the Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

ARTICLE 12 - ARBITRATION PROCEDURE

Sec. 1 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party of the agreement. Within five (5) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.

Sec. 2 The arbitration board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The arbitration board shall endeavour to commence its proceedings within forty-eight (48) hours after the chairman is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairman is appointed. The decision of the majority shall be the decision of the board of arbitration.

- Sec. 3 The decision of the board of arbitration shall be final and binding on all parties, but in no event shall the board of arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the chairman of the board to reconvene the board of arbitration to clarify the decision, which it shall do within three (3) days.
- Sec. 4 Each party shall pay:
- (a) the fees and expenses of the arbitrator it appoints;
 - (b) one-half the fees and expenses of the chairman.
- Sec. 5 The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties to this Agreement.
- Sec. 6 **(Deleted – See Section 8)**
- Sec. 7 Sole Arbitrator
- Upon mutual agreement the parties may use a sole arbitrator. Failing agreement on a sole arbitrator, the provisions of the three (3) person board shall apply.
- Sec. 8 Witnesses
- At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- Sec. 9 Employee Protection
- No employee shall suffer any form of discipline or discrimination as a result of having filed a grievance or having taken part in any proceedings under this article.
- Sec. 10 Industry Troubleshooter
- Share of cost of grievance recommendations:
- If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, ~~Stephen Kelleher, or a substitute~~ **a mediator, mutually** agreed to by the parties, shall at the request of either party
- (a) investigate the difference.
 - (b) define the issue in the difference, and
 - (c) make written recommendations to resolve the difference

within 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedure. ~~the Minister of Finance and Corporate Relations, on the Minister's requisition, shall pay out of the consolidated revenue fund 1/3 of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his or her substitute.~~

ARTICLE 13 - CONTRACTING OUT

No regular or part-time employee shall be laid off or have their regular income reduced as a consequence of contracting out.

Except for emergencies the Union shall be advised as the nature of the work and the contractor in the event of a sub contract prior to the work commencing.

ARTICLE 14 - DURATION OF AGREEMENT

This Collective Agreement shall be in full force and effect from and including **July 1, 2014**, to and including **June 30, 2019**, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Collective Agreement within four (4) months immediately preceding **June 30, 2019**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

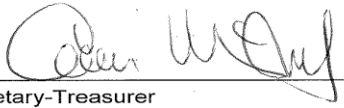
Should either party give written notice to the other party pursuant hereto, this Collective Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer lock out, or the parties shall conclude a renewal or revision of this Collective Agreement or a new Collective Agreement.

IN WITNESS WHEREOF THE PARTIES UNDERSIGNED HAVE EXECUTED THIS AGREEMENT,

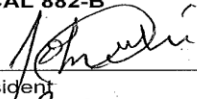
SIGNED THIS 10th DAY OF June, 2015.

For and on behalf of:

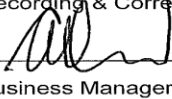
SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)


Secretary-Treasurer

**INTERNATIONAL UNION OF
OPERATING ENGINEERS -
LOCAL 882-B**


President


Recording & Corresponding Secretary


Business Manager

Cameron McIntyre
Secretary Treasurer

John Dube
President

Colleen Wien
Recording & Corresponding Secretary

Adrian David
Business Manager

School District No. 52 (Prince Rupert)

ADDENDUM NO. 1 - PAGE 1

WAGE SCHEDULE

CLASSIFICATION	<u>01 May 2014</u>
Student Worker	14.87
Base Rate – Labourer	19.08
Custodian I (starting rate)	19.44
Custodian II (after 3 months)	19.66
Custodian III (after 6 months) (Regular Custodian)	19.91
Head Custodian	20.27
Head Custodian with "B" Ticket	21.48
Head Custodian with "A" Ticket	21.65
Foreperson - Custodian	23.69
Maintenance I	20.40
Maintenance II	21.24
Maintenance III	21.55
Bus Driver – Students with Special Needs	23.31
Tradesperson Uncertified	23.31
Tradesperson TQ – Network Systems Analyst /Mechanical	28.12
Tradesperson TQ - Electrician	28.12
Tradesperson TQ - Carpenter	28.12
Tradesperson TQ - Plumber	28.12
Tradesperson TQ - HVAC	28.12
Tradesperson TQ - Painter	28.12
Tradesperson TQ – Carpenter/Painter/Maintenance III	28.12
Foreperson - Maintenance	29.72

School District No. 52 (Prince Rupert)
WAGE SCHEDULE

Consolidated Pay Equity Pay Scale

Effective May 1, 2014

Pay Band	JOB TITLE	First 8 Months (Step 1)	After 8 Months (Step 2)
Pay Band 1	School Meals Program Worker 1 Accounts Clerk	\$18.33	\$19.92
Pay Band 2	Library Assistant Resource Center Attendance Clerk / Secretary Teacher/ Education Assistant 1 (Bilangue) Library Assistant 1	\$19.16	\$20.82
Pay Band 3	Teacher Assistant Clerical Library Assistant 2 Library Asst. (Resource Centre and TOC Dispatch) Library Assistant 1 (Bilangue) School Meals Program Worker 2 Aboriginal Education Secretary	\$19.97	\$21.71
Pay Band 4	Laboratory Assistant Teacher/ Education Assistant. 2 (Bilangue) Library Assistant 2 (Bilangue) Secretary 1 Secretary 1 (Student Services Secretary – CHSS) Secretary 1 (Student Support Services) Secretary 1 (Reception/Accounts Clerk) Aboriginal Elementary Program Resource Worker Education Assistant 1 Aboriginal Kindergarten Resource Education Assistant 1 Kindergarten Resource Education Assistant 1 Study Centre Education Assistant 1 Activities Coordinator	\$20.79	\$22.60

Pay Band	JOB TITLE	First 8 Months (Step 1)	After 8 Months (Step 2)
Pay Band 5	Community School Program Assistant After School Sports & Arts Program Assistant Senior Accounts Clerk Payroll Buyer/ Network Systems Analyst	\$21.62	\$23.52
Pay Band 5A	Education Assistant 2 Education Assistant (Hearing) Education Assistant (Visual) Education Assistant (Speech Language Assistant) Education Assistant (Amplification Assistant) Aboriginal Kindergarten Resource Education Assistant 2 Kindergarten Resource Education Assistant 2 Study Centre Education Assistant 2		\$23.95
Pay Band 6	Senior Resource Centre Clerk Aboriginal Family Resource Worker Trades – Network Systems Analyst – Uncertified Payroll/Dispatch Payroll Clerk Student Support Services Secretary (District)	\$22.46	\$24.40
Pay Band 7	School Secretary 2 School Secretary 3 Community School Coordinator Administrative Secretary	\$23.25	\$25.28
Pay Band 8	No current positions	\$24.10	\$26.20
Pay Band 9	Network Systems Analyst	\$24.90	\$27.06

School District No. 52 (Prince Rupert)

ADDENDUM NO. 1 - PAGE 1

WAGE SCHEDULE

CLASSIFICATION	<u>01 July 2015</u>
Student Worker	15.02
Base Rate – Labourer	19.27
Custodian I (starting rate)	19.63
Custodian II (after 3 months)	19.86
Custodian III (after 6 months) (Regular Custodian)	20.11
Head Custodian	20.47
Head Custodian with "B" Ticket	21.69
Head Custodian with "A" Ticket	21.87
Foreperson - Custodian	23.93
Maintenance I	20.60
Maintenance II	21.45
Maintenance III	21.77
Bus Driver – Students with Special Needs	23.54
Tradesperson Uncertified	23.54
Tradesperson TQ – Network Systems Analyst /Mechanical	28.40
Tradesperson TQ - Electrician	28.40
Tradesperson TQ - Carpenter	28.40
Tradesperson TQ - Plumber	28.40
Tradesperson TQ - HVAC	28.40
Tradesperson TQ - Painter	28.40
Tradesperson TQ – Carpenter/Painter/Maintenance III	28.40
Foreperson - Maintenance	30.02

School District No. 52 (Prince Rupert)
WAGE SCHEDULE

Consolidated Pay Equity Pay Scale

Effective July 1, 2015

Pay Band	JOB TITLE	First 8 Months (Step 1)	After 8 Months (Step 2)
Pay Band 1	School Meals Program Worker 1 Accounts Clerk	\$18.51	\$20.12
Pay Band 2	Library Assistant Resource Center Attendance Clerk / Secretary Teacher/ Education Assistant 1 (Bilangue) Library Assistant 1	\$19.35	\$21.03
Pay Band 3	Teacher Assistant Clerical Library Assistant 2 Library Asst. (Resource Centre and TOC Dispatch) Library Assistant 1 (Bilangue) School Meals Program Worker 2 Aboriginal Education Secretary	\$20.17	\$21.93
Pay Band 4	Laboratory Assistant Teacher/ Education Assistant. 2 (Bilangue) Library Assistant 2 (Bilangue) Secretary 1 Secretary 1 (Student Services Secretary – CHSS) Secretary 1 (Student Support Services) Secretary 1 (Reception/Accounts Clerk) Aboriginal Elementary Program Resource Worker Education Assistant 1 Aboriginal Kindergarten Resource Education Assistant 1 Kindergarten Resource Education Assistant 1 Study Centre Education Assistant 1 Activities Coordinator	\$21.00	\$22.83

Pay Band	JOB TITLE	First 8 Months (Step 1)	After 8 Months (Step 2)
Pay Band 5	Community School Program Assistant After School Sports & Arts Program Assistant Senior Accounts Clerk Payroll Buyer/ Network Systems Analyst	\$21.84	\$23.76
Pay Band 5A	Education Assistant 2 Education Assistant (Hearing) Education Assistant (Visual) Education Assistant (Speech Language Assistant) Education Assistant (Amplification Assistant) Aboriginal Kindergarten Resource Education Assistant 2 Kindergarten Resource Education Assistant 2 Study Centre Education Assistant 2		\$24.19
Pay Band 6	Senior Resource Centre Clerk Aboriginal Family Resource Worker Trades – Network Systems Analyst – Uncertified Payroll/Dispatch Payroll Clerk Student Support Services Secretary (District)	\$22.68	\$24.64
Pay Band 7	School Secretary 2 School Secretary 3 Community School Coordinator Administrative Secretary	\$23.48	\$25.53
Pay Band 8	No current positions	\$24.34	\$26.46
Pay Band 9	Network Systems Analyst	\$25.15	\$27.33

Please refer to Appendix “B” of Appendix “VII” for the schedule of wage increases after July 1, 2015.

School District No. 52 (Prince Rupert)

ADDENDUM NO. 1 - PAGE 3

TERM AND WAGE SCHEDULES

TERM: As per Letter of Understanding (LOU) between
BC Public Schools Employers Association
and School Boards who are Signatories to this LOU
and Support Staff Unions who are Signatories to this LOU

WAGE SCHEDULES: As per Letter of Understanding (LOU) between
BC Public Schools Employers Association
and School Boards who are Signatories to this LOU
and Support Staff Unions who are Signatories to this LOU

~~1. The only secretary (i.e. works alone) in a school will be classified in Category 4A.~~

~~**Note:** Category No. 3A Secretary I supervised
Category No. 4A Secretary II in charge/working alone
Category No. 5A Secretary III in charge/supervising~~

2. (a) Suitable past experience of a new employee ~~in office routines~~ may be recognized in setting the starting salary.
2. (b) Suitable past experience of a current employee may be recognized by placing the employee in "after three (3) month" increment. This clause is not applicable to employees in Pay Category No. 1.
3. An employee who is absent from duty at a Village school because of inclement weather which prohibits travel from Prince Rupert to their place of employment, shall not be deducted for any time lost.
4. ~~Childcare Worker I and Teacher Assistant I who complete 3 approved courses will be reclassified to Childcare Worker II and Teacher Assistant II and will be paid the Category 2 rate of pay.~~
5. A library employee will be paid as a Library Assistant II, if they work 50% or more of their time unsupervised.
6. **Education Assistants** who are assigned to students who are not toilet trained or assist with personal hygiene will receive an allowance of **fifty-five dollars (\$55.00)** per month, **not to be shared with other Education Assistants.**
7. When an **Education Assistant** considers that the posted time for **their** position is not sufficient to complete the assigned duties of the position, the **Education Assistant** should discuss the matter with the School Based Team. When the School Based Team, which includes the school Administrative Officer, concludes that additional time is required, the School Based Team shall submit a request in writing to the Secretary-Treasurer.
8. It is agreed that a course of studies will be jointly established for Library Assistants so that they may qualify for Pay Category 2 if they are not entitled to the rate under 5. above.

School District No. 52 (Prince Rupert)

ADDENDUM NO. 1 - PAGE 4

Deleted

School District No. 52 (Prince Rupert)

ADDENDUM NO. 2 - Page 1

1. **SERVICE BONUS**

That all employees be granted five dollars (\$5.00) or part thereof per month increase after five (5) years continuous service and that a further five dollars (\$5.00) per month be granted for such subsequent five (5) years of continuous service.

2. **HEAD CUSTODIAN AND HEAD CUSTODIAN/LEAD HAND**

- (a) A Head Custodian will be named in each school.
- (b) A Lead Hand will be named in each school where two (2) or more custodians are assigned.
- (c) Lead Hand Supervisory Allowance
 - [i] A Lead Hand will be paid \$10.07 per month for part-time custodians supervised (other than the Lead Hand).
 - [ii] A Lead Hand will be paid \$19.88 per month for each full-time custodian supervised (other than the Lead Hand).
- (d) During July and August, when the afternoon shift custodians work the same shift as a Head Custodian, the Lead Hand Supervisory Allowance will be paid to the Head Custodian. (This clause is applicable at PRSS, CHSS and King Edward Elementary Schools.)

3. **SHIFT DIFFERENTIAL**

Afternoon Shift: \$0.68 per for each hour on the shift

Graveyard Shift: \$0.89 per hour for each hour on the shift

Midnight to 5:59 a.m.: Instead of the shift differential specified above, employees will be paid a special differential of \$0.89 per hour for each hour worked between midnight and 5:59 a.m.

4. **DIRTY MONEY**

Dirty Money at **one dollar and seventy-five cents** ~~\$1.33~~ **\$1.75** per hour will be paid to employees doing the following work:

- (a) Cleaning domestic hot water tanks
- (b) Rebricking boilers
- (c) Cleaning fuel tanks
- (d) Spray painting
- (e) While exposed to raw sewage
- (f) Toxic chemicals
- (g) Head lice checks

5. **MILEAGE ALLOWANCE**

Employees who are required to work at more than one location will be paid a mileage allowance for using their car as per Board Regulation **7120-30**.

6. **RELIEF PAY PREMIUM**

Employees assigned to relieve a person excluded from the Bargaining Unit will receive a ten percent (10%) premium above their regular hourly wage rate as contained in the Wage Schedule of the Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN: SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B, in the Municipality of Burnaby,
in the Province of British Columbia

The parties agree that the one affected employee, while continuing in the employ of the Board, may request payment of their vacation pay in accordance with the following:

“Employees shall receive on the last office day preceding commencement of their annual vacation any monies which may fall due during the period of their vacation if requested by the employee at least two weeks prior to commencement of the vacation.”

DATED AND SIGNED THIS 10TH DAY OF DECEMBER, 2013

For and on behalf of:

SCHOOL DISTRICT NO. 52
(PRINCE RUPERT)


INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 882-B

(Kathy Gomez)

(Adrian David)

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 882-B





LETTER OF UNDERSTANDING

BETWEEN: SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B, in the Municipality of Burnaby,
in the Province of British Columbia**

It is understood and agreed that effective September 2, 2014 - School District 52 will hire two bus drivers to operate buses owned by School District 52 to service the bussing needs of students with special needs.

This agreement is made specifically to address the need of School District 52 to remove the PSYCHOMETRICIAN, SPEECH & HEARING THERAPISTS (also known as "Speech Language Pathologists") from the bargaining unit of the International Union of Operating Engineers, Local 882B.

DATED AND SIGNED THIS 30TH DAY OF JUNE, 2014

For and on behalf of:


SCHOOL DISTRICT NO. 52
(PRINCE RUPERT)

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 882-B

(Kathy Gomez)

(Saundra Taylor)

School District 52



International Union of Operating
Engineers, Local 882B

LETTER OF UNDERSTANDING
COMBINED POSITIONS

BETWEEN: SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B, in the Municipality of Burnaby,
in the Province of British Columbia**

1. The parties agree to amend the 2014-2019 Collective Agreement to enable employees to combine their position with another position up to a maximum of eight (8) hours per day. The specific changes to the Collective Agreement are outlined below.

2. Article 5, Section 4(i) is replaced with the following language:

(i) Regular part-time and temporary employees who combine positions to increase their hours of work shall only be allowed to combine hours:

(a) that do not conflict with the normal day-to-day operation of the school, classroom, and/or worksite; **and**

(b) **do not exceed 8 hours per day or 40 hours per week.**

3. Article 6, Section 3(a)(i) is replaced with the following language:

[i] All time worked over eight (8) hours or seven (7) hours per day, or forty (40) hours or thirty-five (35) hours per week (whichever is applicable), shall be paid for at double (2) the regular rate until the commencement of the employee's next scheduled shift.

If an employee holds more than one position and the combined hours of those positions are more than seven (7) hours per day, all time worked over the combined hours of the employee's positions or eight (8) hours per day (whichever is less), or the combined hours of the employee's positions or forty (40) hours per week (whichever is less), shall be paid for at double (2) the regular rate until the commencement of the employee's next scheduled shift. For clarity, if one of an employee's positions is to work as a casual employee, all time worked over eight (8) hours per day or forty (40) hours per week shall be paid for at double (2) the regular rate until the commencement of the employee's next scheduled shift.

4. These changes are effective September 1, 2014.

Dated this 10th day of June, 2015.

Signed on behalf of School District 52

Signed on behalf of the International Union
Of Operating Engineers, Local 882B

(Kathy Gomez)


(Adrian David)

(Colleen Wiens)

Signed on behalf of School District 52

Signed on behalf of the International Union
Of Operating Engineers, Local 882B





**LETTER OF UNDERSTANDING
ADDING EDUCATION ASSISTANTS CASUAL HOURS**

BETWEEN: SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B, in the Municipality of Burnaby,
in the Province of British Columbia**

1. The parties agree to amend the 2014-2019 Collective Agreement to enable an employee to add hours as a casual Education Assistant up to a maximum of eight (8) hours per day. The specific change to the Collective Agreement is outlined below.

2. The following paragraph is added to Article 6, Section 3(a)(i):

If an employee holds a temporary or continuing position and is also qualified as an Education Assistant, the employee may combine the hours of that position with hours worked as a casual Education Assistant, and all time worked over the eight (8) hours per day or forty (40) hours per week shall be paid for at double (2) the regular rate until the commencement of the employee's next scheduled shift.

3. This change is effective September 1, 2014.

Dated this 10th day of June, 2015.

Signed on behalf of School District 52

Signed on behalf of the International Union
Of Operating Engineers, Local 882B

(Kathy Gomez)

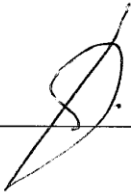
(Adrian David)

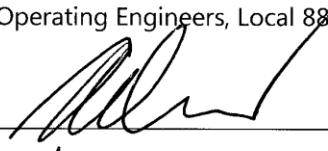
(Colleen Wiens)


Dated this 10th day of June, 2015

Signed on behalf of School District 52

Signed on behalf of the International Union
Of Operating Engineers, Local 882B







**LETTER OF UNDERSTANDING
HOUSEKEEPING COMMITTEE**

BETWEEN: SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B, in the Municipality of Burnaby,
in the Province of British Columbia**

4. The parties agree to establish a housekeeping committee to address possible updating and consistency of terms in the collective agreement. This may include:
 - a. The review and possible updating of out-of-date references to terms, dates or other matters;
 - b. The possible updating of collective agreement language that is either no longer relevant or functional; or
 - c. Discussion leading to the possible resolution of internal inconsistencies and incongruities.
5. The committee shall meet at mutually agreeable times and conclude their work by October 31, 2014.
6. Any agreed housekeeping changes shall become part of the 2014-2019 collective agreement.
7. Nothing in this letter will lead to changes to the spirit and intent of the collective agreement. Any agreed to changes are meant to be of a housekeeping nature only.

DATED AND SIGNED THIS 2ND DAY OF JULY, 2014

For and on behalf of:

**SCHOOL DISTRICT NO. 52
(PRINCE RUPERT)**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 882-B**

(Kathy Gomez)

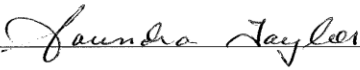
(Saundra Taylor)


(Colleen Wiens)

Signed on behalf of School District 52

Signed on behalf of the International Union
Of Operating Engineers, Local 882B







PAY EQUITY IMPLEMENTATION AGREEMENT

BETWEEN:

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882-B

1. The parties have now completed evaluating all jobs in accordance with the "Joint Gender-Neutral Job Evaluation Program" set out in the "Terms of Reference" dated 1997-04-08 (Appendix 1). This agreement sets out the methods by which that Program is to be implemented.
2. Appendix 2 (*Pay Equity Rating Record*) shows the results of the evaluations. This spreadsheet lists the title of each job class, the job evaluation score on each of the eleven factors, the corresponding points for each factor, and the total points for each job class. The points are based on the agreed-upon weights also shown on the spreadsheet.
3. Appendix 3 (*Pay Equity Regression Analysis*) shows the regression analysis used to generate target pay equity rates based on the male wage line. This spreadsheet lists each job class ranked in ascending order by total point score. It shows the gender predominance of each class (M or F) and the resulting wage rate based on regression to the existing male wage line. The regression formula is shown on the right-hand side of the spreadsheet. These wage rates are then placed in point bands (or pay categories) according to the formula also shown on the right-hand side of the spreadsheet. The net increase in wage rates is then calculated as a percentage of the existing wage rate. This percentage increase is used to calculate the total cost of pay equity based on the cost of wages paid.
4. Appendix 4 (*Pay Equity Costing*) shows the cost of implementing pay equity. This spreadsheet lists each job by incumbent name, employee number, position title, the annual wages earned from September 1, 1999 to December 31, 2002, and the pay equity target percentage rate. The cost of pay equity is calculated by multiplying the wages earned by the percentage increase. Because the percentage increase is calculated on the 2001 pay scale, the wages earned in 1999 and 2000 have to be grossed up by two percent (2%) to reflect a wage increase Local 882-B received. Pay Equity funding must also cover the cost of wage driven benefit premiums. Accordingly, eighteen percent (18%) of funding received has been held for payment of benefits. This amount will be adjusted as determined by actual experience.
5. Thereafter, subject to continuation of pay equity funding, any further pay equity adjustments shall be applied, according to the procedure set out in Appendix 5, to all female-dominated jobs until each job achieves its target rate. Should pay equity funding cease, the wage rates will no longer include pay equity increases.
6. Appendix 6 is the wage schedule in the Collective Agreement and shows the first pay equity increment. As more funding is received this schedule shall be updated and included in future Collective Agreements. When a general pay increase is bargained, that pay increase will be applied to both the current rates and the pay equity target rates. The wages costs of increases in pay equity target rates will be borne by pay equity funding.
7. For the purpose of implementation, pay equity funding shall include the year 1 (interim

APPENDIX VI

- adjustment) maintenance funding which has accumulated over years 2 to 7. Pay equity funding shall also include retroactive adjustments for years 2 to 6, subject to funding by the Provincial Government (see 21 June 2001 letter to BPSEA, cc. PSEC).
8. The following four jobs, which had outstanding requests for reclassification prior to the commencement of the pay equity review. The general application of the first pay equity lift (paragraph 8 above) is retroactive to 1999 and includes adjustments to these four jobs. These adjustments satisfy the requirements of Mediator John Thorne's May 18, 2000 recommendation.
 - School Meals Program Worker
 - Community School Program Assistant
 - Community School Coordinator
 - Senior Accounts Clerk / Payroll
 9. Male-dominated jobs were described and evaluated in order to determine the pay equity adjustments required for female-dominated jobs. The rates of pay for male job classes will not be adjusted as a result of this review.
 10. Employees hired, promoted or transferred into existing female-dominated jobs after the target rates have been agreed to, shall be paid at the interim rate for the job B that is, the current rate plus any pay equity adjustments applied to date. Thereafter, any further pay equity adjustments shall continue to be applied until the target rate for the job is achieved.
 11. Any existing employees as of the date of the agreement in female-dominated jobs above the established target rate shall continue to receive their current rate of pay as well as any negotiated increases.
 12. When new jobs are established, or where existing jobs are changed, such jobs shall be reviewed in accordance with the Maintenance Agreement and, once a job is evaluated, the job shall be paid at the highest existing interim rate of pay in the resulting pay band. Any further pay equity adjustments shall be applied until the target rate for the job is achieved.
 13. The Joint Pay Equity Committee has determined that the following premiums are gender neutral and will continue to be applied:

Article 10.9 - First Aid

- b) An employee holding a valid first aid certificate and acting as a designated first aid attendant shall be paid an allowance of \$50.00 per month.

Addendum 1 - Page 3 - Term and Wage Schedule

5. A library employee will be paid as a Library Assistant II, if they work 50% or more of their time unsupervised.
6. Childcare workers who are assigned to students who are not toilet trained or assist with personal hygiene will receive an allowance of \$35.00 per month.

Addendum 2 - Page 1

1. **Service Bonus**

That all employees be granted five dollars (\$5.00) or part thereof per month increase after five years continuous service and that a further five dollars (\$5.00) per month be granted for such subsequent five (5) years of continuous service.

2. **Head Custodian and Head Custodian/ Lead Hand**

c) **Lead Hand Supervisory Allowance**

- i) A Lead Hand will be paid \$10.07 per month for part-time custodians supervised (other than the Lead Hand).
- ii) A Lead Hand will be paid \$19.88 per month for each full-time custodian supervised (other than the Lead Hand).

d) During July and August, when the afternoon shift custodians work the same shift as a Head Custodian, the Lead Hand Supervisory Allowance will be paid to the Head Custodian. (This clause is applicable to PRSS, CHSS and King Edward Elementary Schools.)

3. **Shift Differential**

Afternoon Shift: \$0.68 per for each hour on the shift
Graveyard Shift: \$0.89 per hour for each hour on the shift
Midnight to 5:59 am: Instead of the shift differential specified above, employees will be paid a special differential of \$0.89 per hour for each hour worked between midnight and 5:59 a.m.

4. **Dirty Money**

Dirty money at \$1.33 per hour will be paid to employees doing the following work:

- a) Cleaning domestic hot water tanks
- b) Re-bricking boilers
- c) Cleaning fuel tanks
- d) Spray painting
- e) While exposed to raw sewage
- f) Toxic chemicals
- g) Head lice checks

5. Employees who are required to work at more than one location will be paid a mileage allowance for using their car as per Board regulation 6.6.

14. The following premiums are affected by the Pay Equity process. The current wording will be put on hold.

Article 10.14 - Credits for *Teacher Assistant II* or *Childcare Worker II*

Addendum 1 - Page 3 Term and Wage Schedules 1. and 4.

APPENDIX VI

15. Should pay equity funding be discontinued, the wording put on hold in sections 14 will come back into effect.

[Note: the above premiums should stay in effect until the pay equity adjusted rate is higher than the premium rate.]

16. The Pay Equity process has resulted in revised, and in some cases new, job descriptions. Employees hired before the signing of this agreement are subject to the training and experience requirements in the job description under which they were hired. This is not meant to restrict the Employers right to require additional job related training provided that employees are given reasonable opportunity to obtain such training in accordance with Article 10.1 of the Collective Agreement.
17. Upon agreement to this Implementation Agreement, the Joint Job Evaluation Committee (JJEC) shall distribute the results of the pay equity review to all affected employees.
18. Requests for Reconsideration must be submitted within (14) CALENDAR days of receipt of the "Advice of Rating Form," and shall be processed by the JJEC. Either the incumbents(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (Appendix B), stating the reason(s) for disagreeing with the job description and / or the rating of the job. Any such request shall be submitted within (14) CALENDAR days of receipt of the Advice of Rating Form (Appendix A). Both the incumbents(s) and the supervisor may be permitted to make a presentation to the Committee. The JJEC shall consider the request and make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Appendix C).

Any disputes shall be processed in accordance with Article 7 of the Terms of Reference:

- 7.1 The parties may consider alternatives in dispute resolution to arbitration. In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application, or administration of the job evaluation program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a If, after meeting with the two (2) advisors appointed pursuant to Article 3.0, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) days.
- 7.2 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 7.3 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and **the arbitrator's** decision shall be final and binding on the JJEC, the Employer, the Union, and all affected employees. The arbitrator shall be bound by this Maintenance Agreement and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.

APPENDIX VI

7.4 The Employer and Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

7.5 The arbitrator's fees and expenses shall be borne equally between the parties.

19. Once the Pay Equity review is completed, pay equity shall be maintained through use of the gender neutral Job Evaluation Plan in accordance with the Maintenance Agreement (Appendix 7). The current wording of Article 6.2 shall be put on hold and replaced with the following (the changes are italicized):

Article 6 Sec. 2 Classification Changes & New Positions

When duties in any classification are substantially changed, or when a new position is created the District shall notify the Union prior to the time the new positions are posted or changed. The rate of pay shall be determined through the application of the gender neutral Job Evaluation Plan in accordance with the Maintenance Agreement. If the Joint Job Evaluation Committee is unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be subject to the Maintenance Agreement. Should pay equity funding be discontinued, the wording put on hold will come back into effect.

20. The JJEC shall prepare a Job Evaluation Manual. The Manual shall include the Maintenance Agreement, which sets out the process for the evaluation of new or changed jobs and includes the forms used in the process; the Job Evaluation Plan, including the factor weights and degree progressions; the Job Analysis Questionnaire; up to date job descriptions and rating rationales; the pay equity spreadsheets showing the rating, target rate and costing information (Appendices 2, 3 and 6 referenced above); and any other documents required for an understanding of the Plan and the work of the JJEC.

21. Any jobs which were significantly changed after June 15, 2001, or jobs that were newly established after June 15, 2001, will be reviewed by the JJEC only after all reconsiderations are completed. Any changes to the evaluation resulting from the review of changed jobs will be effective when the changed job duties were implemented, if that date can be established, or in any case no later than the request for review. The results of reviews of newly established jobs will be effective on the date the job was first filled.

22. The Psychometrician and the Speech & Hearing Therapists are female dominated classes paid on the Teacher's wage schedule and were not evaluated as part of this review.

23. The time limits contained in this agreement may be extended by mutual agreement of the parties.

**SIGNED ON BEHALF OF
SCHOOL DISTRICT 52**

**SIGNED ON BEHALF OF
IUOE, LOCAL 882-B**

_____ (Dan Rodin)

_____ (Saundra Taylor)

Date: May 23, 2007

Date: June 15, 2007

**SIGNED ON BEHALF OF
SCHOOL DISTRICT 52**

**SIGNED ON BEHALF OF
IUOE, LOCAL 882-B**

_____ *[Signature]*

_____ *Saundra Taylor*

Date: may 23/07

Date: JUNE 15/07

PAY EQUITY MAINTENANCE AGREEMENT

BETWEEN:

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882-B

ARTICLE 1- THE JOINT JOB EVALUATION COMMITTEE (JJEC)

- 1.1. The JJEC shall consist of two (2) representatives from the Employer and two (2) representatives from the local Union.
- 1.2. The Employer and the Union shall each designate one (1) of its representatives to act as co-chairperson.
- 1.3. Each party may appoint one (1) alternate representative to serve as replacement for absent members or to assist the Committee in its work, from time to time.
- 1.4. A Union and Management representative shall act as a recorder on an alternating basis for each JJEC meeting.
- 1.5. IUOE, Local 882-B Committee members shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee during their regular work hours. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 1.6. In accordance with the Terms of Reference Article 3.5, the Union agrees to reimburse the wage and benefit costs of Union members attending Joint Job Evaluation Committee meetings regarding the maintenance of pay equity.
- 1.7. The Union and Board recognizes that conflicts of interest may arise. In cases of potential conflict of interest, the definitions of the School Act will be used. Union and Board members who are deemed to be in a conflict of interest will absent themselves from the meeting and not discuss the issue under discussion.
- 1.8. Routine administrative business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require the consensus of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 2. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 1.9. The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party.
 - 1.9.1 In the event that the parties mutually determine that training is required for the JJEC, the parties agree to share the expenses of mutually agreed upon trainers.

ARTICLE 2 - MAINTAINING THE JOB EVALUATION PROGRAM

- 2.0 It is important to maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. Therefore, all job descriptions will be reviewed once every five years. The initial review shall commence twenty-four months following the finalization of all reconsiderations and problems that may arise with the implementation of this job evaluation program.
- 2.1 Any employee and/or supervisor, or the union, or the employer, who disagrees with the job description and/ or rating established for the job, may request reconsideration of the job description and/or rating by completing a Job Evaluation Reconsideration Form.
 - 2.1.0 Changes in job descriptions, duties and responsibilities must be assigned in writing by Employer/Designate.
 - 2.1.1 deleted
 - 2.1.2 Upon receipt of a completed Job Evaluation Reconsideration Form, the incumbent(s) and supervisor shall be requested to complete a Job Analysis Questionnaire (to be developed and attached as Appendix B). The completed questionnaire shall be submitted to the JJEC, along with a copy of the current job description. The questionnaire should detail any changes to the job resulting from new or changed circumstances of the job. Where further information is required, interviews may be held. Where the JJEC determines that the job has changed significantly from the existing job description the Committee shall request that the Employer update the job description as necessary;
 - 2.1.3 Where the job description has been updated, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (can be done by way of a form which if developed should be attached as Appendix C). The rating of the job shall determine the wage band for the job;
 - 2.1.4 If the job is rated at a wage band higher than the existing wage band, the incumbent(s) wage rate shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted;
 - 2.1.5 If the job is rated at a wage band lower than the existing wage band, the incumbent(s) shall identified as Red-Circled and their wage rate shall remain at the current amount until passed by the wage band determined by the above process;
 - 2.1.6 No incumbent(s) wage rate will be reduced following the re-evaluation of their job and the assignment of a new wage band.
- 2.2 Whenever the Employer wishes to establish a new job, the following procedures shall apply:
 - 2.2.1 The Employer shall prepare a job description and assign a temporary wage band for the job;
 - 2.2.2 The job shall be posted and any person appointed to the job shall be paid according to the temporary wage band;

APPENDIX VII

- 2.2.3 After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire (Appendix B) which shall be submitted to the JJEC. The Committee shall request that the Employer revise the job description as necessary. The JJEC will rate the job. Should the Employer not wish to revise the job description, the employee will be directed to adhere to the existing job description.
- 2.2.4**
- 2.2.4.1 In the event of an increase in wage band after the six (6) month review, the incumbent(s) shall be paid at the higher wage band retroactive to the date of appointment to the position.
- 2.2.4.2 In the event that there is a decrease in the wage band after the six (6) month review, the incumbent(s) shall be paid at the lower wage band commencing with the first full pay period after the new wage band is agreed upon and there shall be no retroactive adjustment.
- 2.3 Either the incumbent(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (Appendix A), stating the reason(s) for disagreeing with the job description and/or the rating of the Job. Any such request shall be submitted within sixty (60) days of receipt of the Advice of Rating Form (Appendix C). Both the incumbent(s) and the supervisor may be permitted to make a presentation to the Committee. The JJEC shall consider the request and make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (to be developed and attached as Appendix D).

ARTICLE 3 - DISPUTE RESOLUTION

- 3.0 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application, or administration of the job evaluation program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.
- 3.1 If, after meeting with the two (2) advisors appointed pursuant to Article 3.0, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) days.
- 3.2 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 3.3 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and **the arbitrator's** decision shall be final and binding on the JJEC, the Employer, the Union, and all affected employees. The arbitrator shall be bound by this Maintenance Agreement and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 3.4 The Employer and Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional

APPENDIX VII

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

- 3.5 The Arbitrators fees and expenses shall be borne equally between the parties.
- 3.6 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 4 - APPLYING THE RATING TO THE WAGE BANDS

- 4.1 The total point allocation shall be used to determine the salary range for the positions based on the agreed upon point bands.

**SIGNED ON BEHALF OF
SCHOOL DISTRICT 52**

**SIGNED ON BEHALF OF
IUOE, LOCAL 882-B**

_____ (Dan Rodin)

_____ (Saundra Taylor)

Date: May 23, 2007

Date: June 15, 2007

**SIGNED ON BEHALF OF
SCHOOL DISTRICT 52**

**SIGNED ON BEHALF OF
IUOE, LOCAL 882-B**

_____ *W* _____

_____ *Saundra Taylor* _____

Date: may 23/07

Date: JUNE 15/07

MEMORANDUM OF AGREEMENT

For the Canadian Joint Grievance Panel Inc.
Schedule 1 and Schedule 2

BETWEEN:

SCHOOL DISTRICT 52 – PRINCE RUPERT

(The Company")

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 882

(the Union)

WHEREAS the Company and the Union have agreed to a grievance procedure, as provided in Article 11 of the Collective Agreement, and;

WHEREAS the Company and the Union wish to institute an additional procedure for the resolution of grievances;

THEREFORE, the Company and the Union agree as follows:

1. Prior to proceeding to arbitration, the grieving party can request and if mutually agreed, that the grievance be referred to The Canadian Joint Grievance Panel Inc., established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to The Canadian Joint Grievance Panel Inc. within fourteen (14) days after the completion of Step 3 of the Grievance Procedure.
2. The Canadian Joint Grievance Panel Inc. shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, The Canadian Joint Grievance Panel Inc. shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the Company involved nor will the Union select a representative from the Local involved.
3. The Canadian Joint Grievance Panel Inc. shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.
4. The majority decision of The Canadian Joint Grievance Panel Inc. on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an Arbitrator. Decisions of The Canadian Joint Grievance Panel Inc. shall not be used as precedents.
5. If The Canadian Joint Grievance Panel Inc. is unable to reach a majority decision as outlined in Schedule 1 pursuant to paragraph (3) above, the grieving party may proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. or an Outside Board of Arbitration by informing the other party in writing within fourteen (14) days after The Canadian Joint Grievance Panel Inc. advises the parties that it is unable to reach a majority decision.

APPENDIX VIII

6. Should the parties agree to proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. they may proceed as outlined in the Rules and Procedures of Schedule 2.
7. The Canadian Joint Grievance Panel Inc. shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications, as set out in Schedule 1 and Schedule 2, attached hereto.
8. The parties agree that this Memorandum of Agreement and the attached Schedule 1 and Schedule 2, do and will form part of the Collective Agreement between the parties and will continue to form part of the Collective Agreement through successive Agreements until mutually changed by the parties.

Dated at: Prince Rupert, BC, this 15th day of June, 2007.
(City)

For the Company


For the Union

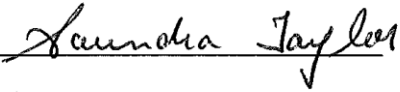
(Dan Rodin)

(Saundra Taylor)

For the Company

For the Union





**MEMORANDUM OF SETTLEMENT
“Memorandum”**

Between

**BOARD OF EDUCATION OF SCHOOL DISTRICT No. 52
(Prince Rupert)
“Employer”**

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
Local 882-B
“Union”**

The parties to this Memorandum of Settlement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

Continuing Provisions of the Current Collective Agreement

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2014 will be incorporated in their entirety into the revised collective agreement between the parties.

Effective Date

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Memorandum.

Changes to the Revised Collective Agreement

The July 1, 2012 – June 30, 2014 Collective Agreement will continue in force and effect until June 30, 2019 except as modified by the following:

Appendix “A” – Local Memorandum of Agreement between the Board of Education of School District No. 52 (Prince Rupert) and the International Union of Operating Engineers, Local 882-B, dated September 9, 2014 which sets out all other agreed changes to the Collective Agreement.

APPENDIX IX

Appendix "B" – Provincial Framework Agreement between BC Public School Employers' Association & CUPE BC K-12 Presidents' Council & Support Staff Unions dated June 7, 2014.

These changes shall be included in the 2014 – 2019 Collective Agreement.

Ratification

This memorandum is subject to ratification by the Board of Education of School District No. 52 (Prince Rupert), the BC Public School Employers' Association and the membership of International Union of Operating Engineers, Local 882-B.

AGREED on September 9, 2014

Board of Education of School
District No. 52 (Prince Rupert)

International Union of Operating
Engineers Local 882-B

K. Gomez _____
C. McIntyre _____
W. Atchison _____
L. Hikida _____

A. David _____
C. Wiens _____
P. Nordvie _____
C. Armstrong _____

K. Gomez

C. McIntyre

W. Atchison

L. Hikida

A. David

C. Wiens

P. Nordvie

C. Armstrong

Local Memorandum of Agreement
between
The Board of Education of School District No. 52 (Prince Rupert)
and
The International Union of Operating Engineers, Local 882-B

The parties hereby agree to the following amendments to the 2012-2014 Collective Agreement and agree to present to their respective parties with a recommendation for ratification:

Each signed off item is attached for reference.

Article	Section	Item
		Provincial Framework
		Provincial Extended Health Plan
3	2 (d)	Definition – Summer Student Employees
5	3(h)	Exclude July and August from 75 day period
5	4	Two day job postings in September, Tradespersons jobs may be posted in July and August.
6	3(a) (iv)	Limit accumulation of banked overtime
6	5	Increase standby from \$100 to \$150
7	2(a)	Vacation – Limit accumulation of carried over vacation
8	2	Add reference to Article 11 – for Union Business Leave
8	3	Bereavement – add grandchild, remove serious illness
8	13	Illness of Family members – add grandchild and delete reference to “member of his/her household
10	2	Increase swimsuit allowance from \$30 to \$80
10	3	Delete
10	8	Increase vandalism payment from \$100 to \$200
12	10	Update troubleshooter clause
Addendum #1	Page 3, Item 2(a)	Expand the School District’s ability to recognize past practice with setting job rates in all classifications
Addendum #1	Page 3, Item 6	Increase personal hygiene allowance from \$35 to \$55
Addendum #1	Page 4	Remove Speech Pathologist language from collective agreement
Addendum #2	Page 1, Item 4	Increase Dirty Money from \$1.33/hour to \$1.75/hour
LOU		Remove Speech Pathologist from bargaining unit and add bus drivers for SD52 owned buses for students with special needs to bargaining unit
LOU		Re-create “Housekeeping Committee’ to address housekeeping issues in the collective agreement – work to be completed by October 31, 2014.
Where it occurs		Change job title “Computer Technician: to “Network Systems Analyst”

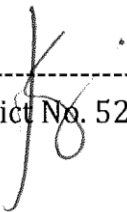
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Dated the 9th of September, 2014

Kathy Gomez
School District No. 52 (Prince Rupert)

Adrain David
International Union of Operating
Engineers Local 882-B

Dated the 9th of September, 2014


School District No. 52 (Prince Rupert)



International Union of Operating
Engineers Local 882-B

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.

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

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

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

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

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

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

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

The Economic Stability Dividend

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

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

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

Annual Calculation and publication of the Economic Stability Dividend

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

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

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

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

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

Provincial Support Staff Extended Health Benefit Plan**TERMS OF REFERENCE****BETWEEN:****BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION****AND****K-12 PRESIDENTS COUNCIL****Re: Exploration of a Greater Standardization of Benefits Plans**

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

Terms of Reference:

1. The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10th, 2014.
2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.
7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of \$3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.
9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13th, 2014 or a mutually agreed upon day.

APPENDIX D

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

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

RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities

WHEREAS:

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

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

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

THEREFORE:

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.
2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.

3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 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 (LOU)
Between
BC Public School Employers' Association
And
School Boards who are Signatories to this LOU
And
Support Staff Unions who are Signatories to this LOU

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

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

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

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

Term

July 1, 2006 to June 30, 2010

General Wage Increase

July 1, 2006	2%
July 1, 2007	2%
July 1, 2008	2%
July 1, 2009	2%

Incentive Payment

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

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

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

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

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

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

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:
 - a. an employee demographic analysis; and
 - b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

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

Skills Enhancement and Retraining Funding

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

Apprenticeship Opportunities Funding

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

Apprentice Sponsor Funding

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

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

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

APPENDIX X

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.

APPENDIX X

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

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

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.
21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

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

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

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Liaison on Education Policy Matters

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

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.
29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

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

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

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.

APPENDIX X

- 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

**MEMORANDUM OF AGREEMENT
“Agreement”**

Between

**BOARD OF EDUCATION for SCHOOL DISTRICT NO. 52
(PRINCE RUPERT)
“Employer”**

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 882-B
“Union”**

The parties to this Memorandum of Agreement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

Continuing Provisions of the Current Collective Agreement

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2010 will be incorporated in their entirety into the revised collective agreement between the parties.

Effective Date

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Agreement.

Changes to the Revised Collective Agreement

The July 1, 2006 – June 30, 2010 Collective Agreement will continue in force and effect until June 30, 2012 except as modified by the following:

Appendix "A" – Letter of Understanding between BC Public School Employers' Association, Signatory Boards of Education and Signatory Support Staff Unions dated December 14, 2011.

Appendix "B" – Letter of Agreement between BCPSEA, Signatory Support Staff Unions & Ministry of Education dated December 14, 2011.

Appendix "C" – Local Memorandum of Agreement between the Board of Education for School District No. 52 (Prince Rupert) and the International Union of Operating Engineers, Local 882-B, dated February 28, 2012 which sets out all other agreed changes to the Collective Agreement.

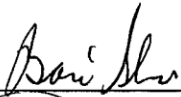
Ratification


This memorandum is subject to ratification by the Board of Education for School District No. 52 (Prince Rupert), the BC Public School Employers' Association and the membership of International Union of Operating Engineers, Local 882-B.

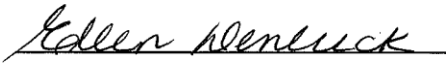
AGREED February 28, 2012

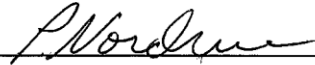
IUOE Local 882-B

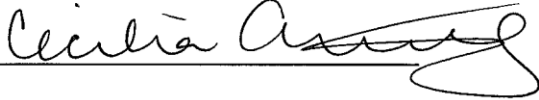
Board of Education for School District No. 52

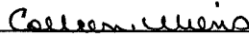


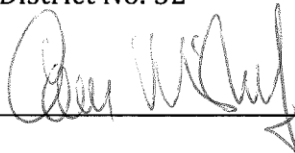





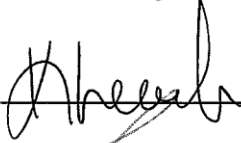


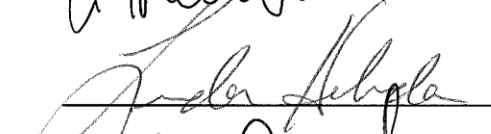


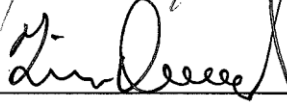












Appendix "A"

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

There will be a total of \$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.

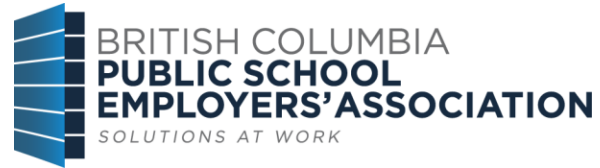
Dated this 14th day of December, 2011.

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

CUPE & Support Staff Unions

BC Public School Employers'
Association & Boards of
Education

Attachment 1



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

Letter of Commitment

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

Original signed on December 14, 2011 by:

"Jacquie Griffiths"
Jacquie Griffiths

Associate Executive Director

BCPSEA

Attachment 2

Memorandum: To All Member School Districts and Support Staff Unions**Settlors Statement on Accepted Policy and Practices of the PEBT**

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

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

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

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

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

For further clarification please contact your BCPSEA or CUPE representative.

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

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

RE: CLASS ORGANIZATION FUND: Support Staff Priorities

WHEREAS:

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

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

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

THEREFORE:

The parties hereby agree as follows:

5. 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.
6. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.

7. 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.

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

Original signed on December 14, 2011 by:

"Hugh Finlayson"
BCPSEA

"Terry Allen"
Support Staff Unions

"Rick Davis"
Ministry of Education

Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2006 – June 30, 2010 local Collective Agreement between the Board of Education for School District No. 52 (Prince Rupert) & IUOE Local 882-B.

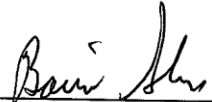
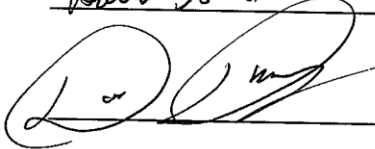
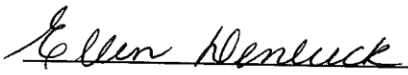
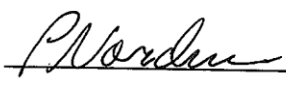
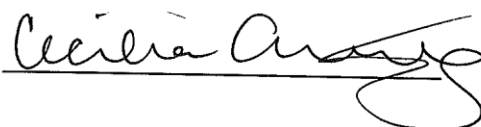
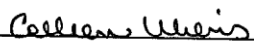
Each signed off item is attached for reference.

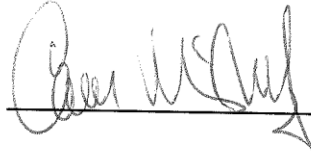


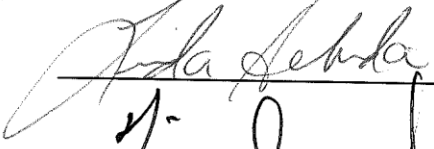
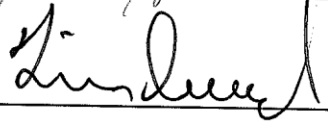
<u>Article</u>	<u>Item</u>
Addendum No. 1	Wage Schedules and Salary Grids to reflect rates in effect July 1, 2010.
Appendix VI	Letter of Understanding – Housekeeping Committee

Agreed February 28, 2012.

IUOE Local 882-B

Board of Education for School District No. 52

School District No. 52 (Prince Rupert)**ADDENDUM NO. 1 - PAGE 1****WAGE SCHEDULE**

CLASSIFICATION	<u>01 July 2010</u>
Student Worker	14.37
Base Rate – Labourer	18.44
Custodian I (starting rate)	18.77
Custodian II (after 3 months)	18.99
Custodian III (after 6 months) (Regular Custodian)	19.23
Head Custodian	19.57
Head Custodian with "B" Ticket	20.74
Head Custodian with "A" Ticket	20.91
Foreperson - Custodian	22.88
Maintenance I	19.70
Maintenance II	20.51
Maintenance III	20.81
Tradesperson Uncertified	22.51
Tradesperson TQ - Computer Tech/Mechanical	27.16
Tradesperson TQ - Electrician	27.16
Tradesperson TQ - Plumber	27.16
Tradesperson TQ - HVAC	27.16
Tradesperson TQ - Carpenter	27.16
Tradesperson TQ - Painter	27.16
Tradesperson TQ – Carpenter/Painter	27.16
Foreperson - Maintenance	28.70

**School District No. 52 (Prince Rupert)
WAGE SCHEDULE**

Consolidated Pay Equity Pay Scale

Effective July 1, 2010

Pay Band	Job Title	First 8 Months (Step 1)	After 8 Months (Step 2)
Pay Band 1	School Meals Program Worker 1 Accounts Clerk	\$17.70	\$19.24
Pay Band 2	Library Assistant Resource Centre Attendance Clerk/Secretary Teacher Assistant 1 (Bilangue) Library Assistant 1	\$18.50	\$20.11
Pay Band 3	Teacher Assistant Clerical Library Assistant 2 Library Assistant (Resource Centre & TOC Dispatch) Library Assistant 1 (Bilangue) School Meals Program Worker 2 Aboriginal Education Secretary	\$19.29	\$20.97
Pay Band 4	Laboratory Assistant Teacher Assistant 2 (Bilangue) Library Assistant 2 (Bilangue) Student Services Secretary (Secretary 1) Secretary 1 (Reception/Accounts Clerk) Aboriginal Elementary Program Resource Worker Childcare Worker 1 Aboriginal Kindergarten Res Worker 1 Kindergarten Resource Worker 1 Study Centre Worker 1 Activities Coordinator	\$20.08	\$21.83

Pay Band	Job Title	First 8 Months (Step 1)	After 8 Months (Step 2)
Pay Band 5	Community School Program Assistant Childcare Worker 2 Student Support Services Secretary Childcare Worker (Hearing) Childcare Worker (Visual) Childcare Worker (Speech Language Assistant) Childcare Worker (Amplification Assistant) Aboriginal Kindergarten Resource Worker 2 Kindergarten Resource Worker 2 Study Centre Worker 2 Senior Accounts Clerk/Payroll Buyer/Computer Technician	\$20.88	\$22.71
Pay Band 6	Senior Resource Centre Clerk Aboriginal Family Resource Worker Trades – Computer Uncertified Payroll/Dispatch Payroll Clerk Childcare Worker (Autistic) Childcare Worker (Physically Dependent) Student Support Services Secretary (District)	\$21.69	\$23.56
Pay Band 7	School Secretary 2 School Secretary 3 Childcare Worker (Intensive Behaviour Support) Community School Coordinator Administrative Secretary	\$22.46	\$24.42
Pay Band 8	No Current Positions	\$23.28	\$25.31
Pay Band 9	Computer Technician	\$24.05	\$26.14

School District No. 52 (Prince Rupert)**ADDENDUM NO. 1 - PAGE 3****TERM AND WAGE SCHEDULES**

TERM: As per Letter of Understanding (LOU) between BC Public Schools Employers Association and School Boards who are Signatories to this LOU and Support Staff Unions who are Signatories to this LOU

WAGE SCHEDULES: As per Letter of Understanding (LOU) between BC Public Schools Employers Association and School Boards who are Signatories to this LOU and Support Staff Unions who are Signatories to this LOU

~~1. The only secretary (i.e. works alone) in a school will be classified in Category 4A.~~

~~_____ **Note:** Category No. 3A Secretary I supervised
 _____ Category No. 4A Secretary II in charge/working alone
 _____ Category No. 5A Secretary III in charge/supervising~~

2. (a) Suitable past experience of a new employee in office routines may be recognized in setting the starting salary.
2. (b) Suitable past experience of a current employee may be recognized by placing the employee in "after three (3) month" increment. This clause is not applicable to employees in Pay Category No. 1.
3. An employee who is absent from duty at Port Simpson, Kitkatla or Hartley Bay because of inclement weather which prohibits travel from Prince Rupert to their place of employment, shall not be deducted for any time lost.
4. ~~Childcare Worker I and Teacher Assistant I who complete 3 approved courses will be reclassified to Childcare Worker II and Teacher Assistant II and will be paid the Category 2 rate of pay.~~
5. A library employee will be paid as a Library Assistant II, if they work 50% or more of their time unsupervised.
6. Childcare Workers who are assigned to students who are not toilet trained or assist with personal hygiene will receive an allowance of \$35.00 per month.

7. When a Childcare Worker considers that the posted time for his/her position is not sufficient to complete the assigned duties of the position, the Childcare Worker should discuss the matter with the School Based Team. When the School Based Team, which includes the school Administrative Officer, concludes that additional time is required, the School Based Team shall submit a request in writing to the Director of Instruction.
8. It is agreed that a course of studies will be jointly established for Library Assistants so that they may qualify for Pay Category 2 if they are not entitled to the rate under 5. above.

ADDENDUM NO. 1 - PAGE 4**PSYCHOMETRICIAN, SPEECH & HEARING THERAPISTS**

5 Year Salary Grid. Salary listed in monthly amounts to be paid for 12 months. The Salary Grid rates will mirror the current last five steps of the PRDTU Salary Grid.

Effective July 1, 2010

**Years of Work
Experience**

	5 Year Degree	6 Year Degree
0	5,243	5,724
1	5,462	5,973
2	5,682	6,221
3	5,901	6,470
4	6,304	6,920

Increments:

2. Work week shall consist of an average of 35 hours per week.
3. Work year shall be the same as teachers between September and June.
4. Flex Time: Extra hours worked may be banked for use as time off during the school year, but is limited to no more than 3 flex days per school year and must be approved in advance.
5. In the event that the Speech-Language Pathologist is unable to work the full school year, (i.e. due to a late hire date, summer school, etc.):
 - (a) Pay will be pro rated accordingly during the summer months.
OR
 - (b) Time shall be made up during the school year and/or summer months.
6. In the event of resignation at the end of the school year, summer wages due will be paid on the last working day.
7. Service Bonus - After four (4) years in the School District a service bonus of \$100.00 per month (\$1,200.00 per year) will be added to the scale at each position.

**MEMORANDUM OF SETTLEMENT
“Memorandum”**

Between

**BOARD OF EDUCATION for SCHOOL DISTRICT No. 52
(PRINCE RUPERT)
“Employer”**

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL (882-B)
“Union”**

The parties to this Memorandum of Settlement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

Continuing Provisions of the Current Collective Agreement

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2012 will be incorporated in their entirety into the revised collective agreement between the parties.

Matters Pursued During Collective Bargaining By the Employer or Union

All matters pursued during collective bargaining by the Employer or the Union and not expressly included in this Memorandum are considered to be introduced and withdrawn on a “without prejudice” basis.

Effective Date

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Memorandum.

Changes to the Revised Collective Agreement

The July 1, 2010 – June 30, 2012 Collective Agreement will continue in force and effect until June 30, 2012 except as modified by the following:

Appendix “A” – Provincial Framework Agreement between BC Public School Employers’ Association & CUPE BC K-12 Presidents’ Council & Support Staff Unions dated September 18, 2013.

Appendix “B” – Local Memorandum of Agreement between the Board of Education for School District No. 52 (Prince Rupert) and the International Union of Operating Engineers, Local 882-B, dated December 10, 2013 which sets out all other agreed changes to the Collective Agreement.

These changes shall be included in the 2012 – 2014 Collective Agreement.

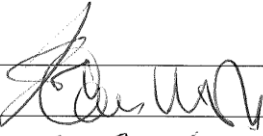
Ratification


This memorandum is subject to ratification by the Board of Education for School District No. 52 (Prince Rupert), the BC Public School Employers’ Association and the membership of the International Union of Operating Engineers, Local 882-B.

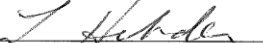
Dated the 11th of December, 2013


For:
School District 52

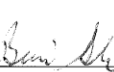
IUOE – Local 882-B

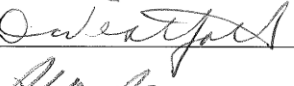











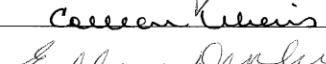















(K. Gomez)
(C. McIntyre)
(W. Atchison)
(L. Hikida)
(L. Sanchez)

(A. David)
(D. Westfall)
(B. Girbav)
(C. Armstrong)
(P. Nordvie)
(C. Wiens)
(E. Denluck)

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

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions and Boards of Education.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than Dec. 20, 2013.

1. Term

July 1, 2012 to June 30, 2014.

2. Wage Increases

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

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

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

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

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

- f) skills enhancement for support staff

4. Recognition & Respect for Education Assistants

- a) The Parties agree to establish a Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee will convene its initial meeting within six weeks of the ratification of support staff collective agreements.
- d) The Parties agree the Committee will be resourced with a fixed budget drawn from SSEAC funds to accomplish its work.
- e) The Parties agree that the Committee will complete its work in time to report back to the Parties for the next round of support staff bargaining.

Items previously agreed to (see attached):

Agreed Understanding of the term Education Assistant

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

5. Illness and Injury Leave, Costs and Replacement Policies

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

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

6. Drug Plan

- (a) The prescription drug provisions of the PEBT extended health plans will be amended, subject to paragraph (b), to provide coverage in accordance with the BlueRX Formulary and implementation of the BlueNet pay direct card.
- (b) Bargaining units with existing drug card coverage and/or those using the Pharmacare formulary are not covered by (a). The provincial parties urge the local parties to seek ways, through local negotiations, to move towards this new provincial standard.

7. Letter of Understanding

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

a. Dedicated Funding

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

b. PEBT

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

c. Demographic, Classification and Wage Information

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

8. Enabling Shared Services

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

Signed this 18th day of September, 2013.

For BCPSEA

For the Unions

[Original signed by Bargaining Committee]

[Original signed by Bargaining Committee]

Support Staff Provincial Discussion Agreed Upon Language

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

LETTER OF UNDERSTANDING No. _____

BETWEEN:

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

AND

***[INSERT NAME AND LOCAL OF THE UNION]*
("The Union")**

Re: Agreed Understanding of the Term Education Assistant

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

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

Signed this _____ day of _____, 2013.

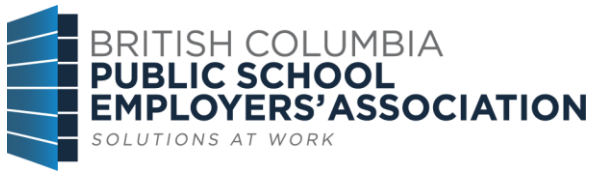
For The Board

For The Union

Signed this 18th day of September, 2013.

[Original signed by Peter Cameron]
Peter Cameron
BCPSEA

[Original signed by Bill Pegler]
Bill Pegler
CUPE



September 18, 2013

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

Dear Ms. Avison:

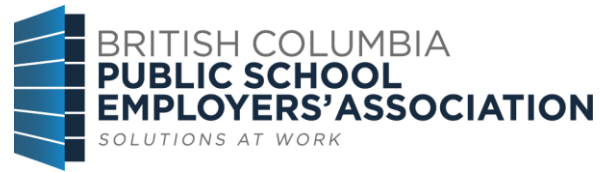
As part of the framework discussions between the K-12 Support Staff Unions and BCPSEA, the parties have agreed that it is desirable to facilitate a transition from the term "Teacher's Assistant" to "Education Assistant".

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

Yours truly,

[Original signed by Peter Cameron]
Peter Cameron
BCPSEA

[Original signed by Bill Pegler]
Bill Pegler
CUPE



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

Letter of Commitment

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

Original signed on December 14, 2011 by:

[Original signed by Jacquie Griffiths]

Jacquie Griffiths

Associate Executive Director

BCPSEA

Attachment 2

Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

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

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

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

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

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

For further clarification please contact your BCPSEA or CUPE representative.

Local Memorandum of Agreement
between the
Board of Education for School District No. 52 (Prince Rupert)
and the
International Union of Operating Engineers, Local 882-B

The parties hereby agree to the following amendments to the 2010-2012 Collective Agreement:

ARTICLE	SECTION	ITEM
1	2	Housekeeping – board right to hire
1	3	Housekeeping – substitute “employees” for “officials” and add reference to Article 5 Section 4(b)
4	2(b)	Letter by May 15 each year to advise when secretaries and library assistants will be required to report to work
5	3	Changes to bumping, recall and job posting language to 5 working days
5	New 4(l)	Consultation on childcare worker placement
7	3	Housekeeping – pay procedures – delete article and add LOU
7	5(b)	Procedure – Statutory Holiday observed on alternate day
10	14	Commitment to 30 days’ notice for mandatory training
11	1 - 6	Revised/updated grievance procedure
	LOU	Agreed Understanding of the Term Education Assistant

APPENDIX XII

Appendix "C" – LOCAL MEMORANDUM

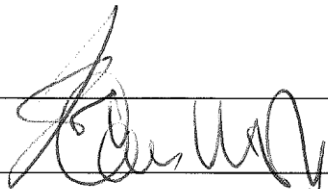
ARTICLE	SECTION	ITEM
Addendum No. 1	Wage Schedule	Amended – 3 incremental wage increases to total 3.5%. Amend to average wage for Childcare worker 2, Aboriginal Kindergarten Resource Worker 2, Kindergarten Resource Worker 2, Study Centre Worker 2
Appendix 1	LOU	Housekeeping - Delete – obsolete study of deferred salary leave plan


Dated the 11th of December, 2013

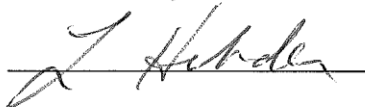
For:

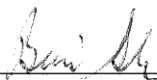
School District 52

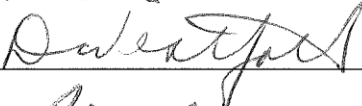
IUOE – Local 882-B










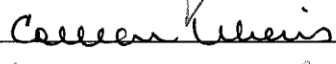















(K. Gomez)
 (C. McIntyre)
 (L. Hikida)
 (W. Atchison)
 (L. Sanchez)

(A. David)
 (D. Westfall)
 (C. Wiens)
 (E. Denluck)
 (P. Nordvie)
 (B. Girbav)
 (C. Armstrong)

