

**COLLECTIVE AGREEMENT**

EFFECTIVE JULY 1, 2014 TO JUNE 30, 2019

between

**THE BOARD OF SCHOOL EDUCATION OF  
SCHOOL DISTRICT NO. 54 (BULKLEY VALLEY)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2145**

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## **ARTICLE 1 PREAMBLE**

### 1.01 Purpose of parties to this Agreement.

It is the purpose of both parties to this Agreement:

- (a) To seek to maintain and improve harmonious relations between the Board and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations with regard to wages, hours of work and working conditions.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

### 1.02 Desirability of a Collective Agreement.

It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### 2.01 Management and direction.

The management and the operation of and the direction and promotion of the working forces is vested exclusively in the Board, subject to the terms of this agreement.

### 2.02 Hiring and discipline.

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

### 2.03 Supervisory staff.

The selection and promotion of supervisory officials shall be entirely a matter for the Board's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

### 2.04 Recognition.

The Board shall exercise its rights in a fair and reasonable manner.

### 2.05 Board shall not discriminate.

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

### **ARTICLE 3 RECOGNITION AND NEGOTIATION**

3.01 Recognition of the Union.

The Board recognizes the Canadian Union of Public Employees and its Local 2145 as the sole and exclusive collective bargaining agent for all its employees as certified by the Labour Relations Board to be part of said Local.

3.02 No other agreements.

No employee or group of employees shall be required or permitted to make a written or verbal agreement with the Board or its representatives which may conflict with the terms of this Collective Agreement.

3.03 Exclusions.

The parties to this Agreement hereby agree to exclude the position of Confidential Secretary to the Secretary-Treasurer and Superintendent of Schools from the terms and conditions of this agreement.

The parties further agree to exclude the payroll position from the terms and conditions of this agreement on the understanding that the person holding the position at the time of signing this agreement may opt to remain under the provisions of this agreement.

3.04 Representative of Canadian Union.

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representative/s may request access to the employer's premises in order to investigate and assist in the settlement of a grievance.

3.05 Representation.

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.

### **ARTICLE 4 UNION MEMBERSHIP REQUIREMENTS**

4.01 Union membership.

The Board agrees that all employees who, at the date of 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.

New employees commencing employment with the Board shall become members of the Union within fifteen (15) days.

4.02 Community volunteers & work experience programs

The Board and the Union agree that volunteers bring a positive community involvement and their contribution is a valuable addition to the education of students.

The use of community volunteers and work experience programs shall not displace in full or in part or reduce the hours of work of any member of the Bargaining Unit.

## **ARTICLE 5 CHECK OFF OF UNION DUES**

### 5.01 Check-off payments.

As a condition of employment, every employee shall sign a check-off form authorizing the Board to deduct from the employee's earnings and pay to the Union any dues, initiation fees or assessments legally levied.

The Board shall remit the dues deducted pursuant to such assignment to the secretary-treasurer 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.

Dues deductions shall commence upon the date of hire of a new employee.

### 5.02 Dues receipts.

At the time that Income Tax (T-4) slips are made available, the Board shall type on the amount of union dues paid by each union member in the previous year.

### 5.03 Notification.

The Union shall be notified of all appointments, hirings, lay-offs, re-hirings and terminations of employment with the month-end check-off statement.

Notification of hirings shall contain classification and rate of pay and in the case of casual employees, the anticipated termination date.

### 5.04 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.

## **ARTICLE 6 NEW EMPLOYEES**

### 6.01 Acquainting new employees.

The Board agrees to acquaint new employees with the fact 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 or representative.

## **ARTICLE 7 CORRESPONDENCE**

### 7.01 Correspondence between the parties.

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Secretary-Treasurer of the Board and the Secretary of the Union.

## **ARTICLE 8 LABOUR MANAGEMENT MEETINGS**

### 8.01 Joint meetings.

The Board or the Union may request a joint meeting to discuss matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement.

Such discussions shall not have the power to bind either the Union or its members or the Board to any decision.

## **ARTICLE 9 LABOUR MANAGEMENT BARGAINING RELATIONS**

### 9.01 Union bargaining committee.

Union bargaining committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Board of the Union nominees to the Committee.

### 9.02 Function of the bargaining committee.

The Union bargaining committee shall be responsible for negotiating with the Board and/or their agents to establish wages, hours of work and other working conditions.

### 9.03 Time off for meetings.

Up to four (4) representatives of the Union on the bargaining committee, who are in the employ of the Board, shall have the right to attend meetings held within working hours without loss of remuneration.

## **ARTICLE 10 EMPLOYEE DEFINITIONS**

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

### 10.01 Probationary employee.

Probationary employee shall be defined as a person who is serving a probationary period of forty five (45) working days, for a regular appointment with the Board.

### 10.02 Casual employee.

Casual employee shall be defined as a person who is employed on a day to day basis and who has an anticipated termination date. Casual employee shall usually be hired as a temporary replacement necessitated by illness, injury, leave of absence, vacation or temporary filling of a vacancy.

In all cases, duration of employment shall not exceed sixty (60) continuous working days, unless the period is extended by mutual agreement. Such extension shall not be unreasonably withheld.

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.

### 10.03 Regular employee.

Regular employee shall be defined as a person who has satisfactorily completed forty five (45) working days service with the Board and who is employed on a regular full-time or part-time basis and includes those employees assigned to normal ten (10) month positions.

Regular part-time employees, working fifteen (15) hours or more a week shall receive benefit entitlement equal to full-time employees except as otherwise specified.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

- 11.01 Recognition of Union stewards and grievance committee.  
In order to provide an orderly and speedy procedure for the settling of grievances, the stewards may assist any employee whom the steward represents in preparing and presenting the employee's grievance, in accordance with the grievance procedure.
- 11.02 Names of stewards and grievance committee.  
The Union shall notify the Board in writing of the name of each steward and the department(s) the employee represents and the name of the chief steward. The Union will notify the Board of the members on the grievance committee.
- 11.03 Permission to leave work.  
Union representatives shall be permitted time off without loss of pay to handle grievances, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.
- 11.04 Grievances and replies in writing.  
Grievances and replies to grievances shall be in writing at all stages, and grievances settled satisfactorily shall date from the time that the grievance was filed unless there is a mutual agreement to find another date.
- 11.05 Definition of grievance.  
A grievance is defined as any difference that 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:  
  
Every reasonable effort, including the time devoted to finding a resolution, must be made to resolve the issue by the employee and employee's supervisor prior to the initiation of a grievance. The employee has the right to have a shop steward or Union representative in attendance at all stages of this process.  
  
Step 1 - Should the employee, having made every reasonable effort to resolve the issue with the supervisor, consider that the issue has not been resolved, the employee may initiate a grievance by stating the alleged violation of the Collective Agreement in writing and shall submit it to the employee's supervisor within 5 (five) working days of having notified the Supervisor that the informal attempts at resolution were unsuccessful and in any case, no longer than 10 (ten) working days from the date of the first informal meeting. The supervisor shall respond within 5 (five) working days of receipt of such grievance.

Step 2 - Failing satisfactory resolution of the grievance at Step 1, and within 5 (five) working days of the attempt to resolve the grievance at Step 1, the grievance shall be submitted to the Secretary Treasurer of the Board. Upon receipt of the written grievance, and within 5 (five) working days of such receipt, both parties will make every reasonable effort to resolve the grievance.

Step 3 - Failing satisfactory resolution of the grievance at Step 2, and within 5 (five) working days of the attempt to resolve the grievance at Step 2, the grievance shall be submitted to the Board of Education. The Committee shall, if it so desires, have its advisors in attendance. Failing satisfactory settlement within 10 (ten) working days, the matter may be referred to arbitration.

11.06 Time limits.

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

If a grievance has not advanced to the next stage under Step 2 or 3 within ten (10) working days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

11.07 Group Grievance.

Two (2) or more employees having the same grievance may process one group grievance through the grievance procedure.

11.08 Unsafe working conditions.

A claim by an employee or group of employees that they are working under unsafe working conditions shall be investigated as quickly as possible by the Board. No employee will be required to work on an assignment which is unsafe.

Such employee/s shall not be subject to disciplinary action and temporary alternative work at no loss in pay shall be provided until the matter is resolved.

## **ARTICLE 12 ARBITRATION PROCEDURE**

12.01 Composition of Board of Arbitration.

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.

By mutual agreement of the Union and the Board, a single arbitrator may be appointed by the parties.

12.02 Board procedure.

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.

12.03 Decision of the Board.

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.

12.04 Expense of the Board.

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half the fees and expenses of the chairman.

12.05 Amending of time limits.

The time limit fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties to this Agreement.

12.06 Witnesses.

At any stage of the grievance or arbitration procedures, 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 arbitrator/s to have access to any part of the Board's premises to view the working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE**

13.01 Right to have Union representative present.

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview so that the employee may contact their Union representative to be present at the interview.

13.02 Discipline procedure.

The employee shall be notified in writing by the employer, with full disclosure of the reasons and/or penalty, with a copy to the president of the Union.

13.03 Warnings.

Whenever the Board or its authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Board shall, within five (5) days thereafter, give written particulars of such censure to the employee involved, with a copy to the secretary of the Union.

13.04 Burden of proof.

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Board.

13.05 Designation of supervisor.

Every employee shall be notified of the name of their immediate designated supervisor.

13.06 Crossing of picket lines during strike.

An employee covered by this Agreement may refuse to cross a legal picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action, other than loss of pay for time not worked.

13.07 Personnel records.

An employee shall have the right to have access to and review their personnel record at a mutually agreeable time. Such access shall be arranged within a reasonable time of the request being made. An employee shall have the right to copy any material in their personnel file that pertains to the individual.

An appropriate School Board official shall be present when an employee is reviewing their file.

An employee shall be permitted to file a written response with respect to any information contained in the personnel file at the School Board Office. Such response shall become part of the personnel file.

## **ARTICLE 14 SENIORITY**

14.01 Principle of seniority.

Seniority is the length of service that an employee has with the District. The application of seniority shall be on a bargaining-unit-wide basis.

14.02 Probation for newly hired employees.

A newly hired employee shall be on probation for a period of forty five (45) working days from the date of hiring, during which time the employee shall be considered temporary with no seniority rights.

Upon satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire to the regular position.



14.03 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 by October 31 of each year.

14.04 No loss of seniority.

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff other than provided in Article 14.05, or leave of absence approved by the Board.

14.05 Loss of seniority.

An employee shall only lose their seniority in the event:

- (a) The employee is discharged for just cause and is not reinstated.
- (b) The employee resigns.
- (c) The employee is absent from work in excess of three (3) working days without sufficient cause or without notifying their supervisor, unless such notice was not reasonably possible.
- (d) The employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board informed of their current address.
- (e) The employee is laid off for a period longer than twelve (12) months.
- (f) Employees re-hired after loss of seniority shall not retain any benefits for past service.

14.06 Transfers and seniority outside Bargaining Unit.

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

14.07 Casual Employees – Secondary Seniority

Effective February 8, 2001, casual employees shall accrue secondary seniority for the purposes of job posting and shift assignment.

Secondary seniority shall be recognized once a casual employee works a total of 60 (sixty) shifts in any six (6) month period.

- (a) For the purposes of implementing the secondary seniority of an employee, the total number of shifts worked since September 1, 2000 shall be used.
- (b) A shift shall be defined as any day on which an employee has worked.

For the purpose of filling posted regular or temporary positions, an employee who has secondary seniority and who applies for such position, shall be considered for a posted position after regular employees and prior to outside applicants.

Secondary seniority shall be lost in the event the employee:

- Refuses or fails to respond to six) (6) call-ins or call-outs within a twelve (12) month period.
- The employee is terminated and not reinstated.
- The employee terminates employment with the Board.

An up-to date list showing the position for which the employee is available, seniority date and number of shifts completed for each employee shall be sent to the Union and posted at each worksite in October and April of each year. The lists will be effective as at the first of the month.

A casual/temporary employee with secondary seniority shall notify the Employer in writing as soon as possible when the employee is unable work due to illness, vacation or family responsibility. If the employee notifies the employer before a call-in the employee shall not be charged with a refusal. If the employee notifies the Employer after or at the time of a call-in the employee shall be charged with a refusal.

#### 14.08 Casual Employees

The amount and type of casual employment will be considered in making any permanent appointment; however, this will not limit the Board's ability to appoint the most qualified person.

When a casual or temporary employee is confirmed in a position the employee filled on a temporary basis, the employee's seniority will be back dated to the first day when the employee started in that position on a temporary basis.

Effective July 1, 2006, a casual employee who has attained Secondary Seniority and is successful in obtaining a permanent position and passing the probationary period in the permanent position, shall have their seniority credited retroactively by the amount of the employee's accumulated Secondary Seniority

The amount of Secondary Seniority credited to the employee shall be used only for seniority purposes. It is not to be used for the purpose of calculating any other entitlements, including but not limited to vacation and sick leave, contained in this Agreement.

### **ARTICLE 15 PROMOTIONS AND STAFF CHANGES**

#### 15.01 Job postings.

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for three (3) working days during the school year and five (days) during Holiday times (Christmas, Spring Break and Summer Vacation). A copy shall be mailed 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 closing date for accepting applications. Applications must be made in writing.

Postings shall state: "This is an internal posting only. Outside applicants shall be considered only after the position remains unfilled by internal applicants."

The Union shall be advised in writing of the name/s of the successful applicant/s within fourteen (14) days following the closing date of the posting where possible, but not later than thirty (30) days in unusual circumstances.

15.02 Vacancies occurring in July and August.

Vacancies occurring in July and August may be posted and filled prior to school opening in September. Any vacancies during the summer months shall be posted for a minimum of five (5) working days during the first three weeks in August in a visible location at all work sites. Employees out of town during this time may contact the School Board office, by telephone, for information on any postings.

15.03 Temporary vacancies.

This Article shall not apply to temporary replacements necessitated by illness, injury or leave of absence, or replacement of employees on vacation or for temporary filling of vacancies.

An employee who has been filling a temporary vacancy shall not be confirmed as permanently assigned to that position until the job has been posted and the successful applicant selected in accordance with this Article.

15.04 Trial period.

If the successful applicant is a regular employee the employee shall be placed on trial for a period of thirty (30) working days, during which time the employee shall receive the necessary familiarization for the position. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days.

If, in the view of the employer, the successful applicant proves unsatisfactory in the position, or if the employee is unable or unwilling to continue to perform the duties of the job classification, the employee shall be returned to their former position at the prevailing rate without loss of seniority, and any other employees promoted or transferred because of the rearrangement of position shall also be transferred to their former position.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority and benefits.

15.05 Method of making appointments

In making promotions, transfers and demotions, the applicant with the greatest seniority and having the required qualifications, skills and abilities to perform the job applied for shall be awarded the position. The Board shall determine qualifications, skills and ability in a fair and equitable manner.

An employee who is bypassed in favour of a less senior employee to fill the vacant job shall be notified in writing as to the reason the employee was not accepted.

15.06 Aboriginal Support Services Worker

Due to the unique requirements of the position, additional special provisions will apply with respect to the posting and selection process for the position of Aboriginal Support Services Worker as follows:

- a) Priority will be given to candidates who are of Aboriginal heritage and who have a working knowledge of the local Aboriginal culture and traditions.
- b) Any appointment will be subject to the approval from the Aboriginal Education Council.
- c) This clause will also apply to an employee wishing to exercise their bumping rights as per Article 16.02 into an Aboriginal Support Services Worker position.
- d) Any employee appearing before the Aboriginal Education Council has the right to have a Union representative attend with them.

15.07 Dual Role Position Special Education Assistant / Noon Hour Supervision

If a dual role position of a Special Education Assistant and Noon Hour Supervisor is posted as one job, all hours will be paid at the Special Education Assistant rate of pay .

**ARTICLE 16 LAYOFFS AND RECALLS**

16.01 Role of seniority in layoffs

Both parties recognize that job security shall increase in proportion to length of service. In the event of a layoff the Board shall notify the incumbent employee and the Union when their position is subject to layoff.

A layoff shall be defined as a reduction in assigned regular hours in excess of twenty-five (25) percent.

When the employees' hours of work have been reduced the employee has the option of retaining the position with the reduced hours.

Where there are two (2) or more identical positions at the same work site the position laid off shall be the person(s) with the least seniority.

16.02 Bumping rights

Employees notified of a layoff may exercise their seniority rights to bump other employees, other than an Education Assistant, with less seniority provided the employee exercising the right has the necessary qualifications to perform the duties of the position held by the less senior employee. Subsequent to receipt of a layoff letter, the employee shall notify the Board in writing within three (3) working days, of their intention to bump. The Board shall provide a list of possible positions available to laid off employees which includes position hours of work and worksite.

An Education Assistant who has received a layoff notice during the school year may only bump a less senior person in the same job classification the following September if that Education Assistant did not get an assignment and was unsuccessful in applying for posted vacancies.

The Board reserves the right to deny an employee to bump into a special needs assistant position if this would create a negative impact on the students served or the program to which the employee is assigned.

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

16.03 Recall procedure.

Employees shall be recalled in the order of their seniority, provided they are qualified to do the regular work available.

16.04 Education Assistant recall.

Education Assistants returning to work after the summer will return to the position they held in the previous June. Where their original position does not exist anymore, Education Assistants may apply for any posted vacancies. Where an Education Assistant is unsuccessful in obtaining any posted position and no further jobs are available, the Education Assistant will be laid off.

16.05 No new employees.

No new employees shall be hired until those laid off have been given an opportunity of recall.

16.06 Notice of lay-off.

The Board agrees to notify regular employees and the union of layoffs in accordance with the following periods of notice:

- (a) Two (2) weeks notice where the employee has completed a period of employment of at least six (6) consecutive months, and
- (b) After the completion of a period of employment of three (3) consecutive years, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight weeks' notice.
- (c) If an employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not available.

## **ARTICLE 17 HOURS OF WORK**

17.01 Regular work day and work week.

- (a) Education Assistant / Human Service Worker / Aboriginal Support Service Worker / StrongStart Coordinator

The regular work day shall consist of a scheduled period of up to seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m., plus a one-half hour (½) or one (1) hour unpaid interval for a meal.

(b) Clerical

The regular work day shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m., plus a one-half hour (½) or one (1) hour unpaid interval for a meal.

(c) Maintenance

The regular work day for day shift maintenance employees shall be eight (8) consecutive hours per day, forty (40) hours per week exclusive of meals.

(d) Custodial

The regular work day for custodial employees shall be eight (8) consecutive hours per day, forty (40) hours per week inclusive of a one-half hour (½) period for a meal to be taken on the job.

(e) Bus Drivers

Bus drivers shall be paid a minimum of four (4) hours pay per driving day. The four (4) hours must be spent on the job in actual driving time and/or other duties as may be assigned.

(f) Regular workweek

The regular work week shall consist of five (5) such days, Monday to Friday inclusive. The regular work week may be varied by mutual agreement between the Board and the Union.

(g) Theatre Technician

The theatre technician is expected to work flexible hours, including weekends and evenings up to the established hours within the following parameters:

- Overtime will be paid after ten (10) hours per day or forty (40) hours per week.
- The overtime rate will be one and a half (1.5) times the hourly rate for the first three (3) hours and two (2) times the hourly rate thereafter.

The average number of hours has been established at twenty (20) hours per week, however, the actual hours may fluctuate depending on the need at the theatre.

17.02 Paid rest periods.

All employees shall be permitted a fifteen (15) minute rest period during each continuous work period of three hours or more.

17.03 Where no work is available.

A regular full-time employee or a regular part-time employee starting work on their regularly scheduled shift in any day and being sent home before the employee has completed four (4) hours work, shall be paid for the lesser of four (4) hours or the length of the regularly scheduled shift at their regular rate of pay.

In the event that an employee reports for work but is sent home before commencing work on their regularly scheduled shift, the employee shall be paid for the lesser of two (2) hours or the length of the regularly scheduled shift at their regular rate of pay, unless the employee was advised by the Board not to report to work.

17.04 Assignment of extra work.

Part-time employees shall be given an opportunity to perform extra hours of work, including that of temporary replacements, to reach a regular work day or week before hiring new employees. Such extra work will be first offered to part-time employees within the same building location and then to others when feasible. The Union shall provide a list of part-time employees who may wish to work extra hours.

17.05 Shift differential entitlement:

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 regular scheduled hours in a day within the shift shall be paid the appropriate shift differential for all regular hours worked that day.

17.06 Shift changes.

When it is necessary to change an employee's shift, twenty-four (24) hours prior notice shall be provided. When shifts are being changed there must be a minimum rest period of nine (9) hours between shifts. When an employee does not receive the minimum rest period, the employee shall be paid at overtime rates of pay for all hours worked on the subsequent shift.

17.07 Redistribution of custodial work.

The Board agrees that where it implements a reduction or an increase in hours of work in a Board building and where feasible, it shall redistribute the work as necessary so as to reduce or increase the employee's hours within the building so as to recognize bargaining-unit-wide seniority.

17.08 Determination of Education Assistant hours.

The Board shall endeavour to establish Education Assistant hours on or before September 15th of each year.

17.09 Education Assistants.

When a student, who is assigned to an Education Assistant, is temporarily absent, the affected Education Assistant shall be provided alternate work for a period not to exceed twenty (20) working days, unless otherwise mutually agreed to by the parties.

Education Assistants shall not assume any direct instructional responsibility for providing educational programs but may assist in:

- (a) providing assistance to individual students and groups of students;

- (b) maintaining student records or reports to parents;
- (c) the supervision of students.

Education Assistants are under the general supervision of the school principal.

17.10 Education Assistant time

Time required for Education Assistant to complete assigned duties will be included within the time allocated for the position.

17.11 Aboriginal Support Services Worker

This is a ten (10) month position and is subject to all provisions of this collective agreement as they apply to Education Assistant positions.

The Aboriginal Support Services Worker shall be under the direct supervision of the District Principal of Aboriginal Education and report to the school principals of students served.

17.12 Four hour (4) minimum work day

The Employer is committed to providing a minimum of four (4) hours of work a day for a regular employee reporting for work.

Exemptions from the Four (4) hour minimum:

- (a) Noon/ morning/ bus/ playground supervisors
- (b) Small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
- (c) Other positions by mutual agreement

The parties agree that, having regard to the unique nature of the position of Strong Start Coordinator, the needs of the program and the requirement for flexibility in scheduling hours of work outside of the hours of operation of the Strong Start Center, the four hour minimum shift shall be interpreted as an average four (4) hours.

The four (4) hours shall be consecutive but may be interrupted by a lunch period not to exceed one (1) hour.

Bus drivers are exempt from the requirement for consecutive hours. The daily hours shall be completed within a period of twelve (12) consecutive hours.

Where posting is required, additional hours of less than four (4) hours may be posted as “additional hours” and are available to employees who are able to accept the hours in addition to their current assignment. Where posting is not required, additional hours shall be assigned per the collective agreement.

In order to incorporate this clause into the collective agreement, current contract provisions shall be examined by the parties and the necessary amendments to the collective agreement shall be identified and completed.



## **ARTICLE 18 OVERTIME**

### 18.01 Overtime entitlement.

All overtime work as directed and approved by the Supervisor shall be paid as follows:

- (a) For the purpose of calculating overtime, overtime shall be paid on all hours worked over (a) seven (7) hours per day for clerical and education assistants, (b) eight (8) hours per day for all others, or (c) over thirty-five (35) hours in a week for clerical and education assistants, (d) over forty (40) hours in a week for all other employees.
- (b) All time worked over the regular work day shall be paid for at time and one-half (1 1/2) the regular rate for the first three (3) hours of overtime worked in any one day, and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.
- (c) Overtime work on Saturday or the first day of rest in the case of shift work, shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate for the first three (3) hours worked and two (2) times the regular rate thereafter.
- (d) Overtime work on Sunday or the second day of rest in the case of shift work, shall be paid at the rate of two (2) times the regular rate of the employee.

### 18.02 Overtime for part-time employees.

A part-time employee working less than the regular working hours per day shall not qualify for overtime rates until the regular hours have been exceeded.

### 18.03 Time off in lieu of overtime.

Instead of cash payment for overtime an employee may request to receive time off at the appropriate overtime rate at a mutually agreeable time.

In the event time off cannot be operationally accommodated by August 31 following the date the overtime was worked, payment will be made in cash on August 31. In the case of ten-month employees, cash payment will be made on June 30.

### 18.04 Compensation for work on paid holidays.

If an employee is required to work on a statutory or public holiday, the employee shall be paid at double (2) their regular hourly rate, plus be given another day off with pay at a mutually agreeable date in lieu of the statutory holiday.

### 18.05 Call out pay guarantee.

An employee, who is called out to work outside their regular working hours, shall be paid for a minimum of three (3) hours at overtime rates.

## **ARTICLE 19 STATUTORY HOLIDAYS**

### **19.01 Statutory holidays recognized.**

An eligible employee shall be entitled to a holiday with pay at their regular rate for each of the following statutory holidays:

New Year's Day  
Labour Day  
Dominion Day  
Family Day  
Good Friday  
Thanksgiving Day  
B.C. Day  
Easter Monday  
Remembrance Day  
Boxing Day  
Victoria Day  
Christmas 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, except where the statutory holiday falls within a period during which the employee is on a leave of absence without pay.

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

### **19.02 Eligibility.**

- (a) A regular employee shall be eligible for each of the statutory holidays.
- (b) A ten (10) month employee shall be eligible for each of the statutory holidays falling within their period of employment.
- (d) A casual employee shall be eligible for a statutory holiday provided the employee has completed fifteen (15) days of work within the thirty (30) calendar days immediately preceding the holiday.
- (e) An employee who works less than full days or full weeks shall have their statutory holiday prorated on the basis of hours worked per week relative to a full time employee.

### **19.03 Statutory holidays during time off.**

When any of the above-mentioned holidays fall on a 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 time mutually agreed upon between the employee and the Board.

19.04 When a holiday falls on a non-working day.

If a statutory or public holiday should fall on a non-working day, the Board shall declare that the working day immediately preceding the holiday or the working day immediately following the holiday or any other day mutually agreed to, shall be observed in lieu of the holiday. Should the Provincial Government choose another date, then that date shall be observed.

**ARTICLE 20 VACATIONS**

20.01 Length of vacations.

A regular employee shall receive an annual vacation with pay in accordance with their years of employment as set out below. The time entitlement is as set out and the vacation pay shall be based on the percentage of annual gross earnings.

It is understood that leaves without pay, increased hours, overtime, etc., may mean that an employee's vacation pay may be more or less than the employee's regular pay for the vacation period.

Schedule:

Less than 1 year of employment	1¼ working days for each month to a maximum of 15 days	6% of annual earnings
In the 2nd year of employment and each year thereafter	15 working days	6% of annual earnings
In the 6th year of employment and each year thereafter	20 working days	8% of annual earnings
In the 13th year of employment and each year thereafter	25 working days	10% of annual earnings
In the 21st year of employment and each year thereafter	30 working days	12% of annual earnings

Vacations shall be taken in the year in which they are earned.

A casual employee shall be entitled to 4% vacation pay, to be paid in the period in which it is earned.

The vacation year shall be September 1st to August 31st annually.

20.02 Leaving Board service.

(a) An employee leaving the service of the Board before the employee has taken their vacation shall be entitled to a proportionate payment of wages in lieu of such vacation. An employee leaving the service of the Board after the employee has taken their vacation may be required to repay a proportionate amount. A deceased employee's estate shall be credited with the value of vacation credits owing them.

(b) A regular employee, who terminates their service before completing one (1) year of service, shall only receive (four) 4% vacation pay.

20.03 Vacation period.

Vacations shall be taken at a mutually agreeable time arranged between the Board and the employee subject to operational requirements. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority. Except as otherwise provided in this Collective Agreement, an employee is entitled to schedule their vacation in one (1) continuous period. Requests for vacation leave not consistent with (a), (b), (c) and (d) below, may be approved through application to the Secretary Treasurer.

(a) Ten (10) month employees.

These employees will take their annual vacations during Christmas and Spring Breaks when the schools are closed in accordance with the school calendar as approved by the Board.

Employees entitled to additional days will take them after the end of the school year and receive any remaining accrued holiday pay in the last pay period prior to June 15.

(b) Twelve (12) month clerical.

At least three (3) weeks annual vacations will be granted during July and August.

(c) Maintenance.

At least three (3) weeks annual vacations will be granted during July and August.

(d) Custodians

Custodians will normally take at least four (4) weeks of their holiday's entitlement during July and August. However, a custodian may request to displace any casual employee doing extra work during July and August in order to reschedule up two (2) weeks of their vacation to another time during the school year.

20.04 Approved leaves during vacation.

Where an employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed.

20.05 Vacation carry over

All employees are expected to schedule and use their vacation entitlement in the year it is accrued. The employer's permission is required for any employee to be able to carry over up to 5 (five) vacation days to the next vacation year. Requests to carry over more than 5 (five) days vacation may be approved through application to the Secretary Treasurer.

20.06 Vacation year end pay out

Any monies left in vacation accrual, except any amount permitted to be carried over consistent with Article 20.05, shall be paid out annually on the first pay cheque in September.

## **ARTICLE 21 SICK LEAVE**

### 21.01 Sick leave defined.

- (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, while enrolled in a recognized treatment centre for substance abuse or accident for which compensation is not payable under the Workers' Compensation Act.
- (b) Regular part-time employees shall accrue sick leave prorated in accordance with hours of work per month relative to hours of work of a regular full-time employee.

### 21.02 Accumulation of sick leave.

Sick leave shall be granted to regular employees on the basis of one and one-half (1 1/2) days for every month of service. On January 1st of every year the board will deposit to the credit of the employee the sick leave entitlement for the whole of that year. Any credit not earned in service shall be recovered from the employee. The unused portion of an employee's sick leave shall accrue for their future benefits to a maximum of (one hundred and twenty) 120 days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of statutory holidays) absent for sick leave.

### 21.03 Sick leave during leave or layoff.

When an employee is given leave of absence for any reason or is laid off on account of lack of work, the employee shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

### 21.04 Extension of sick leave.

- (a) An employee who has exhausted their sick leave credits or does not qualify for sick leave with pay shall be allowed up to one (1) year's leave of absence without pay. At the end of one (1) year, an extension may be granted by the Board.
- (b) An employee who is on leave under the provision of this Article may maintain benefit coverage under Articles 25.01 and 25.03 provided the employee pays 100% of the cost. These benefit costs must be prepaid by the employee in order to maintain enrolment.
- (c) An employee who returns to work within one (1) year of medical leave shall return to the position held prior to the leave. An employee absent for more than one (1) year may use their seniority to bid on postings.

### 21.05 Proof of illness.

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of (three) 3 consecutive days or after (five) 5 absences due to illness have been taken in the last year. The Board shall pay for medical certificates upon presentation of a receipt.

21.06 Sick leave records.

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.

21.07 Illness in the family.

Where an immediate member of the family of an employee, who lives in the residence of the employee, becomes ill and where alternate care can not be arranged or is not practical, an employee may be entitled after notifying their supervisor to use up to three (3) days of their accumulated sick leave, per illness, to provide the care required.

21.08 Payment of unused sick leave.

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 unused sick leave after 10 years of service;

40% of unused sick leave after 15 years of service;

60% of unused sick leave after 20 years of service.

Payment of unused sick leave as entitled will be made to the estate in case of death of an employee.

**ARTICLE 22 LEAVE OF ABSENCE**

22.01 Union business.

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 purposes.

This shall include release time for the president or designate of the Union for the purpose of conducting Union business. The amount of release time shall be determined annually by the local and requests for such leave shall be in writing to the Employer no later than September 30.

Where the Board is unable to adequately fill the resulting part-time position, the release time may be cancelled at any time.

22.02 Grievance pay provisions.

The Board agrees that time spent in settling grievances during regular working hours, pursuant to Article 11 or 12 hereof by up to two (2) Union representatives shall be considered as time worked and paid at regular rates of pay.

22.03 Negotiation pay provisions.

All 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. In the event an employee on the bargaining committee works afternoon shifts, they shall attend bargaining meetings with the Board without loss of remuneration and a replacement will be brought in to cover the shift. The Union agrees to notify the Board 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.

22.04 Leave of absence for Union functions.

- (a) Upon request to the Board, two (2) employees elected or appointed to represent the Union at conventions shall be allowed leave of absence.
- (b) Upon request to the Board, employees may be granted leave of absence to attend executive and committee meetings and seminars of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Such leave shall not be unreasonably withheld.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to two (2) years.
- (d) During leave of absence for union functions, the Board agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Board the employee's regular wage and fourteen percent (14%) for benefits for such leave.

22.05 Bereavement leave.

An employee shall be granted between one (1) and five (5) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death of a parent, spouse, common law spouse, grandchild, brother, sister, child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law as required under the circumstances. Leave of absence may be granted with or without pay for travel and estate affairs. Any other request for bereavement leave shall be considered under Article 22.12.

22.06 Pregnancy Leave.

Pregnancy Leave shall be granted in accordance with the Employment Standards Act.

22.07 Adoption Leave.

A period of three (3) days paid leave shall be provided for the purpose of adoption of a child. A further period of unpaid leave will be provided under the conditions specified under Article 22.08 Parental leave.

22.08 Parental leave.

Parental Leave shall be granted in accordance with the Employment Standards Act.

22.09 Paid jury or court witness duty leave

The Board shall grant leave of absence to an employee who serves as a juror or as a subpoenaed court witness other than on their own behalf. The Board shall pay such an employee the difference between their normal earnings and the payment the employee receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

22.10 Medical care leave.

In recognition of the absence of adequate medical and dental facilities, employees shall be allowed paid leave of absence in order to engage in personal medical and dental care when the employee, or their dependents, is referred by their doctor or dentist to a medical practitioner or medical facility in another municipality. At the request of the employer, employees may be required to show proof of medical or dental care. Such leave shall be deducted from the employee's accrued unused sick leave.

22.11 Special leave.

(a) Employee's marriage – three (3) days paid leave

(b) Birth of male employee's child –three (3) days paid leave

22.12 General leave.

The Board may, upon 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. Such leave shall not be for taking up employment elsewhere. Accepting employment elsewhere shall be cause for immediate cancellation of such leave.

22.13 Leave for public duties.

The Board recognizes the right of employees to participate in public affairs. Upon request to the Secretary-Treasurer, an employee shall be granted leave of absence without pay to allow that employee to stand as a candidate in federal, provincial or municipal elections.

An employee who is elected to federal or provincial office shall, upon request, be granted leave of absence without pay and without seniority accumulation during the term of office.

An employee who is elected to municipal office may be allowed leave of absence without pay during the term of office. Such leaves shall not be unreasonably withheld.

22.14 Family Responsibility Leave.

Family Responsibility Leave shall be granted in accordance with the Employment Standards Act.

22.15 Compassionate Care Leave.

Compassionate Care Leave shall be granted in accordance with the Employment Standards Act.



## **ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES**

### 23.01 Pay days.

The Board shall pay salaries and wages bi-weekly in accordance with schedules "A" and "B" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The Board is not required to create or fill such positions set out in schedules "A" and "B".

### 23.02 Assignments and Substitutes

#### (a) Clerical

An employee who, for a period of one (1) working day or longer, 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, from the beginning, the rate as if promoted to the job or the employee's rate, whichever is the greater.

#### (b) Maintenance/Custodial.

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.

### 23.03 Pay procedure.

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 (2) weeks prior to commencement of the vacation.

### 23.04 Increments - promotion, demotion.

An employee who is promoted or demoted (moves to a classification with higher or lower maximum respectively) will be placed at the next higher dollar figure on the new range in the case of promotion, and the next lower dollar figure on the new range in the case of demotion. In either case, the new increment date is the date of the change.

### 23.05 Use of personal vehicle.

Where an employee is required and agrees to use their personal vehicle as part of their regular duties more than 6 (six) times in a calendar month, the Board will provide ICBC Special Autoplan Insurance and reimburse applicable mileage rates as per Board Policy.

### 23.06 Personal care allowance

The Board shall pay a (fifty) 50 cents per hour allowance to education assistants working with students identified for funding purposes within the Ministry defined categories of autistic, severe to profound and/or multi-handicapped students for the hours they are assigned to these students.

## **ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION**

### 24.01 Classification changes and new positions.

When duties in any classification are substantially changed, or when a new position is created, 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.

## **ARTICLE 25 EMPLOYEE BENEFITS**

### 25.01 Health plans.

The Board and the employees shall share the cost of the following plans for those regular employees who have completed their probationary period and do not have other similar coverage:

- (a) B.C. Government Medical Plan – Board pays 100% of the premium;
- (b) Extended Health Benefit Plan – Board pays 100% of the premium;
- (c) Dental Plan, which provides 90% A, 60% B and 60% C, maximum \$1,500.00. Board pays 90% of the premium;
- (d) Medical Travel Benefits (Extended Health Benefit Plan Supplement) – Board pays 100% of the premium.

### 25.02 Municipal Pension Plan.

All eligible employees covered by the Agreement shall participate in and be covered by the provisions of the Municipal Pension Plan.

### 25.03 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 PEBT Life Insurance Plan or equivalent with benefits at two (2) times salary - Board pays 100% of the premium.

The union will be given an opportunity to verify that a new plan is equivalent prior to its being changed.

### 25.04 Workers' Compensation pay supplement.

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 upon request 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 be entitled only to the amount paid by the Workers' Compensation Board.

25.05 Continuation of benefits.

An employee receiving the benefits under Articles 25.01 and 25.03 shall continue to do so at regular sharing rates for the premiums during the summer months, provided the regular assignment of the employee is on the basis of ten (10) months a year and provided the employee returns to the job in September.

25.06 Long Term Disability.

(a) The Board agrees to administer a Union sponsored Long Term Disability Plan for eligible employees. The Plan and the carrier shall be determined by the Union.

(b) Upon completion of the probation period, all regular employees working fifteen (15) or more hours per week and not otherwise covered by a wage loss replacement plan shall participate in the Plan as a condition of employment.

(c) The Board agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.

25.07 Death benefits

In the event of the death of an employee, their benefits will remain in effect for three (3) months following the month in which the death occurred. The employee's salary will continue for two (2) pay periods at regular rates without any bonuses following the pay period in which the death occurred.

25.08 Pre-retirement counselling.

The employer agrees to provide two (2) unpaid days to the members of Local 2145 for a seminar for pre-retirement counselling purposes.

25.09 Employee Assistance Plan.

All regular employees with a continuing appointment of (fifteen) 15 hours per week or more will be included in a mutually agreeable Employee Assistance Plan. The Board will pay (sixty) 60% and the employee will pay (forty) 40% of the premium cost for the plan.

25.10 Benefits Trust

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

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

## **ARTICLE 26 SAFETY AND HEALTH**

### 26.01 Visual Display Terminals (VDT).

Where a pregnant employee who regularly works with VDT's requests a transfer away from the equipment for medical reasons and where the Board can accommodate it, the Board will grant such a transfer. If the transfer cannot be arranged the employee may take an unpaid leave of absence until she qualifies for Pregnancy/Parental leave. Upon qualifying for Pregnancy/Parental leave the benefits of Article 22.06 and 22.08 are initiated.

### 26.02 Clothing.

The Board shall provide and clean all protective clothing, coveralls and gloves as required. The Board shall provide reimbursement of up to \$100.00 per school year (upon submission of receipt) for SEA's when accompanying students in the pool as a requirement of their assignment.

### 26.03 Boot Allowance

All regular employees required to wear safety boots in accordance with WCB regulations applicable to their worksite, shall be entitled to reimbursement up to a maximum of one hundred and twenty five dollars (\$125.00) every two years upon submission of receipt.

### 26.04 Injury pay provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

### 26.05 Transportation of accident victims.

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Board.

### 26.06 Health and Safety Committee.

A District Health and Safety Committee shall be established as follows:

The Committee shall be composed of not fewer than six (6) members chosen by and representing the Teachers' Association, the Employer and CUPE equally.

Terms of Reference for the Committee:

- (a) meet monthly, except July and August to discuss safety-related matters;
- (b) circulate and post committee minutes at each work site
- (c) promote safety in the district through the distribution of information;
- (d) provide recommendations for any safety awareness program;
- (e) perform safety inspections in all district buildings, work and play areas;

- (f) make recommendations for enhancing safety with respect to procedures, equipment, buildings vehicles, etc.;
- (g) provide assistance to school safety committees in the investigation of safety-related accidents

26.07 Violence in the workplace

The Union and the Board agree that the School District No. 54 Policy on Health and Safety and Violence in the Workplace is a part of the Collective Agreement

**ARTICLE 27 TECHNOLOGICAL CHANGE**

27.01 Definition.

"Technological change" means

- (a) The introduction by the Board of a change in their work, undertaking or business, or a change in their equipment or material from the equipment or material previously used by the Board in their work, undertaking or business; or
- (b) Change in the manner the Board carries on their work, undertaking or business (related to the introduction of that equipment or material).

27.02 Advance notice.

Three (3) months before the introduction of technological change the Board shall notify the Union of the proposed change. The Board and the Union will meet to discuss the changes.

27.03 Income protection and transfers.

A regular employee who is displaced as a result of technological change shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee.

An employee placed in a lower-rated position as a result of technological change shall not have 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 their actual rate of pay.

An 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.

27.04 Training benefits.

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

## **ARTICLE 28 GENERAL CONDITIONS**

### **28.01 Courses of instruction.**

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.

### **28.02 Sexual harassment and personal harassment**

The Board agrees that an employee has the right to work in an environment free of sexual and personal harassment.

A claim of sexual or personal harassment shall be considered as a grievance.

For the purpose of this Article, personal harassment will be defined as repeated intentional, unconstructive comments or actions which demean, belittle and humiliate a person, and includes threats or acts of direct physical violence.

Sexual harassment is defined as:

- a) inappropriate touching, including touching which is expressed to be unwanted.
- b) verbal abuse with a sexual connotation or any unwanted sexual remarks;
- c) compromising invitations;
- d) demands for sexual favours; or
- e) sexual assault

### **28.03 Bulletin boards.**

The Board shall supply bulletin boards in the schools, Board office and maintenance shops so that the Union may post information of interest to its members.

### **28.04 Contracting out.**

No regular employee shall be laid off or have their hours reduced as a consequence of contracting out work normally performed by members of the bargaining unit. This Article shall also apply to Article 17.04.

### **28.05 Driver records.**

Any employee involved in the transportation of students may be required, from time to time, to produce a current driving record. Such request will normally not be made more than once every year unless serious concerns arise about the employee's driving habits.

### **28.06 Medical procedures.**

Employees required to perform routine medical procedures shall be given child-specific training in accordance with the Inter-Ministerial Protocol and any updates thereto. A copy of the record of such training shall be maintained by the Board.

28.07 Administration of medication

An employee will normally not be required to administer medication to a student unless the following conditions are met:

- (a) The medication is required while the child is attending school.
- (b) A parent has requested the school's assistance and has signed a waiver concerning administration of the medication by the school or a district employee.
- (c) The employee has received training concerning the administration of the medication.
- (d) A medication log is maintained documenting the administration of the medication.

28.08 Internal mail.

The Union shall have access to the District mail service and employee mail boxes for communication to Union members, free of charge, provided any increased volume does not add extra costs to the employer.

28.09 Meal allowance.

Any employee required to work outside of their scheduled work area on the business of the Board shall receive reimbursement for meals, up to the maximum set in Board Policy, upon submission of receipts to their supervisor.

28.10 Appeals under the Schools Act

- (a) Where a pupil or parent/guardian files an appeal under the School Act (Section 11), upon receipt of notice of appeal, the employee and the Union shall be notified, be provided with a copy of the notice of appeal, and have the opportunity to provide a written reply to any allegations contained in the appeal.
- (b) The employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union.
- (c) The Board shall not make a decision on an appeal unless the employee concerned has had an opportunity to present their side of the issue to the Board.
- (d) Decisions of the Board relative to such appeals shall be communicated to all parties forthwith.

28.11 Professional development

Where professional development activities appropriate to the needs of CUPE members can be organized on a non-instructional day, the Board shall permit members of the classification for which the activity is organized to participate without loss of pay.

These activities will generally be organized on no more than two (2) non-instructional days per school year.

## **ARTICLE 29 GENERAL**

### 29.01 Plural or feminine terms may apply.

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

### 29.02 Access to information.

(a) The Board shall provide the Union with an employee list containing the following information, no later than October 31 each year:

- name
- mailing address
- home telephone number
- work site
- position or classification

(b) Upon request, the Board shall furnish copies of agendas and minutes of public Board meetings, annual audited financial statements, and the preliminary and final budget as approved by the Board.

### 29.03 Copy of agreement.

The Board shall provide every employee covered under this agreement with a copy of this agreement within (sixty) 60 days of the conclusion of negotiations.

The format of such copy shall be agreed by the Board and the Union.

The Union will share equally in the cost of producing (one hundred and fifty) 150 copies of the agreement or (two) 2 times the number of members covered, whichever is more.

The Union shall be supplied with twenty five (25) copies of the Agreement.

### 29.04 Indemnification

The Board shall indemnify and save harmless all employees covered by this agreement from any claim or action brought against the employee as a result of the lawful performance of their duties, provided that the employee shall first obtain written approval from the Board as to their choice of legal counsel and shall have provided the Board with full particulars of the alleged offense within a reasonable time after the charge has been laid against the employee.



29.05 Work experience placements

The Board and the Union agree that the following guidelines for the placement of work experience participants apply:

1. CUPE members' participation is voluntary
2. Work experience students shall not be used to avoid bringing in replacement workers.
3. The Board shall not make any work experience placements that would result in the displacement of a regular or temporary employee, to replace an employee who is on lay-off, or to replace workers during a labour relations dispute.
4. If concerns arise which cannot be resolved by the Board and the Union, such placements shall be terminated.
5. All work experience programs involving CUPE employees must be approved in writing by the Board, the Union and the employee involved in the placement using a Work Experience Placement form as agreed between the Board and the Union.

**ARTICLE 30 TERM OF AGREEMENT**

Duration.

This Agreement shall be binding and remain in effect from July 1, 2014 to June 30, 2019 and shall continue from year to year thereafter unless either party gives to the other party notice to commence collective bargaining in accordance with the Labour Relations Board.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF** both parties have executed this Agreement  
this 18 day of June , 2014.

**FOR AND ON BEHALF OF:  
BOARD OF SCHOOL EDUCATION  
SCHOOL DISTRICT No. 54  
(Bulkley Valley)**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2145**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary Treasurer

\_\_\_\_\_  
Secretary

## Schedule "A" WAGE SCHEDULE – BASE RATE

	Increase	Increase	Increase	Increase	Increase	Increase	Increase	Increase
	0.50%	1%	0.50%	1%	0.50%	1%	0.50%	1%
	<b>May 1, 2014</b>	<b>July 1, 2015</b>	<b>July 1, 2016</b>	<b>May 1, 2017</b>	<b>July 1, 2017</b>	<b>May 1, 2018</b>	<b>July 1, 2018</b>	<b>May 1, 2019</b>
Student Labourer	\$15.35	\$15.51	\$15.59	\$15.74	\$15.82	\$15.98	\$16.06	\$16.22
Labourer	\$19.25	\$19.44	\$19.54	\$19.73	\$19.83	\$20.03	\$20.13	\$20.33
Custodian	\$20.00	\$20.20	\$20.30	\$20.51	\$20.61	\$20.82	\$20.92	\$21.13
Maintenance I	\$20.43	\$20.63	\$20.73	\$20.94	\$21.05	\$21.26	\$21.36	\$21.58
Apprentices or helpers								
Computer Technician Minimum								
Maintenance II Theatre Technician	\$21.18	\$21.40	\$21.50	\$21.72	\$21.83	\$22.04	\$22.15	\$22.38
Maintenance III	\$21.44	\$21.66	\$21.76	\$21.98	\$22.09	\$22.31	\$22.42	\$22.65
Maintenance Trades (Non-Certified)	\$23.37	\$23.60	\$23.72	\$23.96	\$24.08	\$24.32	\$24.44	\$24.68
Computer Technician Maximum	\$25.31	\$25.57	\$25.70	\$25.95	\$26.08	\$26.34	\$26.47	\$26.74
Computer Technician II	\$25.62	\$25.88	\$26.01	\$26.27	\$26.40	\$26.67	\$26.80	\$27.07
Trades Certified	\$27.56	\$27.84	\$27.98	\$28.26	\$28.40	\$28.68	\$28.82	\$29.11
Groundsman	\$20.30	\$20.51	\$20.61	\$20.81	\$20.92	\$21.13	\$21.23	\$21.45
Network Analyst	\$26.72	\$26.99	\$27.12	\$27.40	\$27.53	\$27.81	\$27.95	\$28.23
Data Custodian	\$26.39	\$26.66	\$26.79	\$27.06	\$27.19	\$27.46	\$27.60	\$27.88
Bus Driver	\$21.63	\$21.84	\$21.95	\$22.17	\$22.28	\$22.51	\$22.62	\$22.85
Foreman Custodian	\$22.72	\$22.94	\$23.06	\$23.29	\$23.40	\$23.64	\$23.76	\$23.99
Maintenance Foreman	\$27.14	\$27.41	\$27.54	\$27.82	\$27.96	\$28.24	\$28.38	\$28.66

\*These wages do not include any economic stability dividend (ESD). This will be adjusted at the time when and if an ESD is announced.

1. Shift differential

Afternoon shift: \$0.65 per hour for each hour on the shift

Night shift: \$0.80 per hour for each hour on the shift

2. Classrooms

When custodians are employed less than a full day the following shall be the basis of establishing the hours of work and determining the pay.

1 classroom schools: 2 hours

2 classroom schools: 3 hours

3 classroom schools: 3 1/2 hours

4 classroom schools: 4 1/2 hours

3. Lead hand

An employee appointed as a lead hand will receive (ninety cents) \$0.90 per hour above the employee's regular rate:

4. Head custodian

The Board may appoint head custodian(s).

5. Dirty money

Dirty money at (one dollar and twenty cents) \$1.20 per hour will be paid to employees while 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) cleaning oil-fired furnaces and/or boilers.

6. Maintenance foreman rate differential

The maintenance foreman rate shall be a minimum of one dollar and fifty cents (\$1.50) per hour above the Trades certified rate.

SCHEDULE "B"											
TOTAL SALARY INCLUDING PAYEQUITY											
Description	Category	BASE SALARY June 30/13	PAY EQUITY June 30/06	TOTAL SALARY INC. PAY EQUITY May 1/14 .5% INCREASE	TOTAL SALARY INC. PAY EQUITY July 1/15 1.0% INCREASE	TOTAL SALARY INC. PAY EQUITY July 1/16 .5% INCREASE	TOTAL SALARY INC. PAY EQUITY May 1/17 1.0% INCREASE	TOTAL SALARY INC. PAY EQUITY July 1/17 .5% INCREASE	TOTAL SALARY INC. PAY EQUITY May 1/18 1.0% INCREASE	TOTAL SALARY INC. PAY EQUITY July 1/18 .5% INCREASE	TOTAL SALARY INC. PAY EQUITY May 1/19 1.0% INCREASE
Education Assistant	Start	\$16.04	\$0.94	\$17.58	\$17.76	\$17.84	\$18.02	\$18.11	\$18.29	\$18.39	\$18.57
Education Assistant	90 Days	\$16.59	\$0.97	\$18.18	\$18.36	\$18.45	\$18.64	\$18.73	\$18.92	\$19.01	\$19.20
Education Assistant	1 Year	\$17.30	\$1.01	\$18.96	\$19.15	\$19.24	\$19.44	\$19.53	\$19.73	\$19.83	\$20.02
Education Assistant - Career	Start	\$17.49	\$2.34	\$20.53	\$20.74	\$20.84	\$21.05	\$21.15	\$21.37	\$21.47	\$21.69
Education Assistant - Career	90 Days	\$18.04	\$2.34	\$21.10	\$21.31	\$21.42	\$21.63	\$21.74	\$21.96	\$22.07	\$22.29
Education Assistant - Career	1 Year	\$18.78	\$2.34	\$21.87	\$22.09	\$22.20	\$22.42	\$22.53	\$22.76	\$22.87	\$23.10
Education Assistant - Special Ed	Start	\$17.54	\$2.95	\$21.21	\$21.43	\$21.53	\$21.75	\$21.86	\$22.08	\$22.19	\$22.41
Education Assistant - Special Ed	90 Days	\$18.09	\$2.95	\$21.78	\$22.00	\$22.11	\$22.33	\$22.44	\$22.67	\$22.78	\$23.01
Education Assistant - Special Ed	1 Year	\$18.84	\$3.09	\$22.71	\$22.93	\$23.05	\$23.28	\$23.39	\$23.63	\$23.75	\$23.98
Strong Start Coordinator	Start	\$21.90	\$3.07	\$25.85	\$26.11	\$26.24	\$26.50	\$26.64	\$26.90	\$27.04	\$27.31
Library Clerk	Start	\$16.04	\$0.94	\$17.58	\$17.76	\$17.84	\$18.02	\$18.11	\$18.29	\$18.39	\$18.57
Library Clerk	90 Days	\$16.59	\$0.97	\$18.18	\$18.36	\$18.45	\$18.64	\$18.73	\$18.92	\$19.01	\$19.20
Library Clerk	1 Year	\$17.30	\$1.01	\$18.96	\$19.15	\$19.24	\$19.44	\$19.53	\$19.73	\$19.83	\$20.02
Library Clerk II	Start	\$17.54	\$2.95	\$21.21	\$21.43	\$21.53	\$21.75	\$21.86	\$22.08	\$22.19	\$22.41
Library Clerk II	90 Days	\$18.09	\$2.95	\$21.78	\$22.00	\$22.11	\$22.33	\$22.44	\$22.67	\$22.78	\$23.01
Library Clerk II	1 Year	\$18.84	\$3.09	\$22.71	\$22.93	\$23.05	\$23.28	\$23.39	\$23.63	\$23.75	\$23.98
Secretary 1	Start	\$17.30	\$0.00	\$17.91	\$18.09	\$18.18	\$18.36	\$18.45	\$18.64	\$18.73	\$18.92
Secretary 1	90 Days	\$17.85	\$0.00	\$18.48	\$18.67	\$18.76	\$18.95	\$19.04	\$19.23	\$19.33	\$19.52
Secretary 1	1 Year	\$18.58	\$0.00	\$19.24	\$19.43	\$19.53	\$19.72	\$19.82	\$20.02	\$20.12	\$20.32
Secretary 2	Start	\$18.11	\$2.70	\$21.55	\$21.76	\$21.87	\$22.09	\$22.20	\$22.42	\$22.53	\$22.76
Secretary 2	90 Days	\$18.81	\$2.70	\$22.27	\$22.49	\$22.61	\$22.83	\$22.95	\$23.18	\$23.29	\$23.52
Secretary 2	1 Year	\$19.55	\$2.70	\$23.04	\$23.27	\$23.38	\$23.62	\$23.74	\$23.97	\$24.09	\$24.33
Secretary 2 - Part Time	Start	\$17.92	\$0.26	\$18.82	\$19.01	\$19.11	\$19.30	\$19.39	\$19.59	\$19.69	\$19.88
Secretary 2 - Part Time	90 Days	\$18.61	\$0.26	\$19.54	\$19.73	\$19.83	\$20.03	\$20.13	\$20.33	\$20.43	\$20.64
Secretary 2 - Part Time	1 Year	\$19.34	\$0.26	\$20.29	\$20.50	\$20.60	\$20.80	\$20.91	\$21.12	\$21.22	\$21.44
Secretary 2 - Maintenance	Start	\$17.99	\$1.19	\$19.86	\$20.06	\$20.16	\$20.36	\$20.46	\$20.66	\$20.77	\$20.98
Secretary 2 - Maintenance	90 Days	\$18.68	\$1.19	\$20.57	\$20.78	\$20.88	\$21.09	\$21.20	\$21.41	\$21.52	\$21.73
Secretary 2 - Maintenance	1 Year	\$19.42	\$1.19	\$21.34	\$21.55	\$21.66	\$21.88	\$21.99	\$22.21	\$22.32	\$22.54
Secretary 3	Start	\$19.59	\$2.34	\$22.71	\$22.93	\$23.05	\$23.28	\$23.39	\$23.63	\$23.75	\$23.98
Secretary 3	90 Days	\$20.33	\$2.34	\$23.47	\$23.71	\$23.82	\$24.06	\$24.18	\$24.43	\$24.55	\$24.79
Secretary 3	1 Year	\$21.05	\$2.34	\$24.22	\$24.46	\$24.58	\$24.83	\$24.95	\$25.20	\$25.33	\$25.58
Accounts Payable Clerk	Start	\$18.14	\$3.00	\$21.89	\$22.11	\$22.22	\$22.44	\$22.55	\$22.78	\$22.89	\$23.12
Accounts Payable Clerk	90 Days	\$18.83	\$3.00	\$22.60	\$22.83	\$22.94	\$23.17	\$23.29	\$23.52	\$23.64	\$23.87
Accounts Payable Clerk	1 Year	\$19.57	\$3.00	\$23.37	\$23.60	\$23.72	\$23.96	\$24.08	\$24.32	\$24.44	\$24.68
Human Service Worker	Start	\$17.82	\$2.67	\$21.21	\$21.43	\$21.53	\$21.75	\$21.86	\$22.08	\$22.19	\$22.41
Human Service Worker	90 Days	\$18.37	\$2.67	\$21.78	\$22.00	\$22.11	\$22.33	\$22.44	\$22.67	\$22.78	\$23.01
Human Service Worker	1 Year	\$19.26	\$2.67	\$22.71	\$22.93	\$23.05	\$23.28	\$23.39	\$23.63	\$23.75	\$23.98
Aboriginal Support Services Worker 1	Start	\$17.30	\$0.00	\$17.91	\$18.09	\$18.18	\$18.36	\$18.45	\$18.64	\$18.73	\$18.92
Aboriginal Support Services Worker 1	90 Days	\$17.85	\$0.00	\$18.48	\$18.67	\$18.76	\$18.95	\$19.04	\$19.23	\$19.33	\$19.52
Aboriginal Support Services Worker 1	1 Year	\$18.58	\$0.00	\$19.24	\$19.43	\$19.53	\$19.72	\$19.82	\$20.02	\$20.12	\$20.32
Aboriginal Support Services Worker 2	Start	\$18.01	\$1.42	\$20.12	\$20.32	\$20.42	\$20.62	\$20.73	\$20.93	\$21.04	\$21.25
Aboriginal Support Services Worker 2	90 Days	\$18.70	\$1.42	\$20.83	\$21.04	\$21.14	\$21.36	\$21.46	\$21.68	\$21.79	\$22.00
Aboriginal Support Services Worker 2	1 Year	\$19.44	\$1.42	\$21.60	\$21.81	\$21.92	\$22.14	\$22.25	\$22.47	\$22.59	\$22.81
Aboriginal Support Services Worker 3	Start	\$19.52	\$1.50	\$21.76	\$21.98	\$22.09	\$22.31	\$22.42	\$22.65	\$22.76	\$22.99
Aboriginal Support Services Worker 3	90 Days	\$20.26	\$1.50	\$22.53	\$22.75	\$22.87	\$23.10	\$23.21	\$23.44	\$23.56	\$23.80
Aboriginal Support Services Worker 3	1 Year	\$20.98	\$1.50	\$23.27	\$23.51	\$23.62	\$23.86	\$23.98	\$24.22	\$24.34	\$24.58

\*These wages do not include any economic stability dividend (ESD). This will be adjusted at the time when and if an ESD is announced.

Education Assistants

1. Education Assistants will normally be paid at Payroll Category #1.
2. Those Education Assistants possessing the following qualifications will be classified as Special Education assistants and will be paid at Payroll Category #2 for those hours they work in a special needs assignment:
  - a) One (1) years of successful experience working with children of special needs in a K-12 educational environment, AND
  - b) Successful completion of one (1) year of training at a recognized post-secondary institution in the areas of:
    - Human Services Worker,
    - Social Services Training Program,
    - Community Service Program,
    - Early Childhood Education,or equivalent as approved by the Assistant Superintendent of Schools, OR
  - c) Nine university level units in special education or equivalent as approved by the Assistant Superintendent of Schools:
    - Introduction to Exceptional Children
    - Teaching Students with Intellectual Disabilities
    - Education of Students with Multiple Physical Disabilities
    - Educating Students with Behaviour and Social Disorders
    - Technology of students with Special Needs
    - Diagnosis/Remediation of Learning Disabilities
    - Teaching the Slower Learner
    - Behaviour Management
    - Remedial Mathematics
    - Language Development
    - Mastery Learning
    - Signing
    - Blissymbolicsor equivalent as approved by Assistant Superintendent of Schools.

## **SCHEDULE "C"**

### **DEFERRED SALARY LEAVE PLAN**

Ancillary Agreement

between

**THE BOARD OF SCHOOL EDUCATION OF  
SCHOOL DISTRICT NO.54 (BULKLEY VALLEY)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2145**

1. "Committee" refers to the Board Finance Committee and two appointees of the Union.
2. "Eligible Employee" means a member of C.U.P.E. Local 2145 or an employee excluded from Union membership by virtue of being in a supervisory or confidential position.
3. Position on Return 4.7  

On return from their leave of absence, the employee will be assigned to the position with the Board which the employee held prior to taking the leave of absence, providing such a position still exists. If the position has been made redundant because of changing circumstances, technological, financial or other, the employee will be offered a position similar to that which was held prior to the leave. It is recognized by the Board and the Union that this may result in bumping.
4. Fringe Benefits 5.1  

During a leave of absence, the participant is obliged to pay the total cost of any fringe benefit. The Board shall pay such costs on behalf of the participant on their request, and deduct the monies so paid from the monies otherwise payable to the participant during the leave of absence.
5. Sick Leave 5.2  

Sick leave credits will be in accordance with the current Collective Agreement but will not accrue or be available during the leave of absence. Upon return from leave, the employee will have the previously unused sick leave credited to their account.
6. Superannuation and U.I.C. 5.3  

The Board will make superannuation deductions required by the Municipal Pension Plan. The participant shall be responsible for the employee and employer shares of Canada Pension Plan and Unemployment Insurance Commission premiums, if such payment is required by the Government.
7. Seniority 5.4  

Seniority shall accrue during the leave of absence; however, it is agreed that no salary increments will be earned by a participant during the period of leave of absence.

8. With reference to Schedule "B", Item 3, Year of Leave, it shall be understood that the Year of Leave may commence on January 1, rather than July 1, at the discretion of the employee, and further, by mutual consent of the employee and the Board, the year of leave may commence at any given time.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

For the Union

For School District #54

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**Schedule "D"**

**LETTER OF UNDERSTANDING ON JOB DESCRIPTIONS/JOB  
EVALUATION**

between

**THE BOARD OF SCHOOL EDUCATION OF  
SCHOOL DISTRICT NO. 54 (BULKLEY VALLEY)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2145**

The parties agreed in 1995 to undertake a process to comply with the PSEC Pay Equity Program. The parties agreed on the ratings and the value of jobs within the bargaining unit as required by the PSEC policy. The parties also agreed that they would jointly write job descriptions. Letters of Understanding for these items are included in the Collective Agreement.

The PSEC policy requires that there be an on-going mutually agreed to gender neutral job evaluation plan. The parties agree that the previously agreed to plan should be the one used by the parties to resolve job evaluation issues.

To that end the parties agree to the following process to be completed no later than July 1, 2007:

1. The parties will jointly identify the documents that make up the current job evaluation plan and ensure they are complete.
2. The parties will write job descriptions based on the duties and responsibilities of the positions evaluated during the pay equity review and process. These job descriptions and the job evaluation plan shall be used as the basis for the Maintenance Plan for the Job Evaluation Program.
3. If the employer wishes to include duties, responsibilities and qualifications not previously valued, then the parties will rate these revised jobs at the time that they write the job descriptions. There will be no retroactive adjustment to the wage assigned to the revised jobs. The new rates of pay (if any) will be effective July 1, 2007.
4. The parties agree, provided items #1-3 are completed by July 1, 2007, to the following job evaluation maintenance plan effective July 1, 2007.

**Maintenance Plan for the Job Evaluation Program**

There will be a Joint Job Evaluation Committee, (the Committee) made up of two (2) representatives from the Employer and two (2) representatives from the Union.

The role of the Committee will be to administer the job evaluation plan. Either party may engage advisors to assist them in this process. Any costs of an advisor will be borne by the party engaging the advisor.

It is understood and agreed that authority for determining and assigning duties, responsibilities and qualifications rests solely with the Employer.

a) **Revised positions:**

Where an employee or supervisor believe that the duties and/or responsibilities of the position have substantially changed, the changes will be forwarded in writing to the Committee for review provided that at least twelve (12) months have passed since the position was last reviewed. The Committee shall then review the agreed upon job description and if it is no longer an accurate reflection of the duties, responsibilities and qualifications of the position, the Committee will write a new job description based on information obtained by the Committee as a result of its investigation. The Committee shall rate the position only if the job description is changed.

Any changes to the rate of pay will be set by the Committee and will be consistent with the terms, conditions and ratings of the existing job evaluation plan and pay equity plan.

If there is a change in the rate of pay as a result of this process, the new rate of pay shall commence with the first full pay period following the receipt of the written request for review.

b) **New positions:**

Any new position created by the Employer (not covered by a recognized job description) shall have an interim rate of pay set by the employer. After the incumbent(s) have been in the new position(s) for six (6) months, the Committee will review the new position and rate the position using the job evaluation plan. If the rating results in a higher rate of pay, then the interim rate, the incumbent(s) shall be paid the higher rate of pay retroactive to the start date in the new position. If the rating results in a rate of pay lower than the interim rate, the incumbent(s) shall be paid the lower rate of pay commencing with the start of the next full pay period following the date of written notification to the incumbent(s).

c) **Five (5) year review:**

Notwithstanding a) and b), all positions will be reviewed at least once every five (5) years.

d) **Dispute Resolution:**

If the Committee is unable to reach mutual agreement in a), b), c) above, the Committee may engage advisors as provided for above, to assist in resolving the disagreement. Failure to reach mutual agreement after the involvement of the advisors shall be resolved by referring the issue directly to Arbitration as per the provisions of the Collective Agreement.

Pursuant to the terms of the Collective Agreement, the Arbitrator shall decide the matter upon which the Joint Job Evaluation Committee has been unable to agree and the decision of the Arbitrator shall be final and binding.

The Arbitrator shall be bound by this agreement, the job evaluation plan and the pay equity plan and shall not have the power to modify or amend any of the provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.

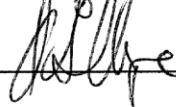
The Arbitrator shall have the powers of an Arbitrator appointed pursuant to the Collective Agreement and in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the Arbitrator.

The Arbitrator's fees and expenses shall be borne equally between the Employer and the Union.

- e) Once the parties reach agreement on the outstanding issues in #1-3 then Article 24.01 will be replaced by the language covering the Maintenance Plan for the Job Evaluation Program in #4 above.
- f) If the parties are unable to reach agreement and resolve outstanding matters covered by #1-3 above either party may use the provisions of Article 24.01 to resolve any outstanding matter

Signed this 27<sup>th</sup> day of June 2006.

For the Union

  
\_\_\_\_\_

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For School District #54

  
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**Schedule "E"**

**LETTER OF UNDERSTANDING**

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 help 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 provide 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 Trade Qualifications:

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

10. It is understood that employees with Trades Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents become 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 the 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 association with each of the options; i.e. collective bargaining;
  - v) Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

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

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

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

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



### **Trades Adjustment**

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

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

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

### **Liaison on Education Policy Matters**

26. 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**

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

29. 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.

30. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
  - a) If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible, or
  - b) If there is a penalty clause, the benefits will be transferred when the current contract(s) expires
31. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participate in the benefits trust.

### **Fiscal Dividend**

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

#### **THE PARTIES AGREE AS FOLLOWS:**

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

#### **1.0 Fiscal Dividends**

- 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 2009-2010, 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

Signed this \_\_\_\_\_ day of \_\_\_\_\_

For the Union

For School District #54

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**MEMORANDUM OF SETTLEMENT  
“Memorandum”**

**Between**

**BOARD OF EDUCATION for SCHOOL DISTRICT #54 (Bulkley  
Valley)  
“Employer”**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2145  
“Union”**

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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, 2014 except as modified by the following:

Appendix “A” – Local Memorandum of Agreement between the Board of Education for School District #54 (Bulkley Valley) and the Canadian Union of Public Employees Local 2145, dated June 18, 2014 which sets out all other agreed changes to the Collective Agreement.

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 for School District #54 (Bulkley Valley), the BC Public School Employers’ Association and the membership of CUPE Local 2145.

AGREED JUNE 14, 2014

Board of Education for School  
District #54 (Bulkley Valley)

CUPE Local 2145

*[Original signed by Bargaining Committees]*

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**Appendix “A”**

**Local Memorandum of Agreement  
Between  
The Board of Education for School District # 54 (Bulkley Valley)  
and  
the Canadian Union of Public Employees Local 2145**

The parties hereby agree to the following amendments to the 2012 – 2014 Collective Agreement between the Board of Education for the School District #54 (Bulkley Valley) & CUPE Local 2145.

Each signed off item is attached for reference.

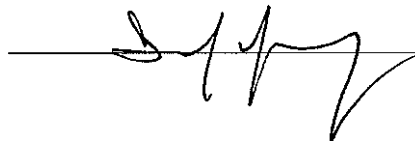
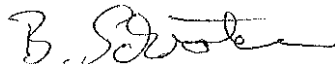
Article	Item
15.01	Job Posting
15.07	Dual Role Position Special Education Assistant / Noon Hour Supervisor
26.02	Clothing
26.03	Boot Allowance
30	Terms of Agreement
Schedule "B"	Education Assistants

Agreed: June 18, 2014

**Date Signed: June 18, 2014**

**Union:**

**Employer:**



## **Appendix “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**

- g) 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.
- h) 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.
- i) 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.



- j) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- k) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.
- l) The Parties agree that the Committee will complete its work and report its findings to the Parties.

## **7. Learning Improvement Fund – Support Staff**

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

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

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

## **8. PEBT**

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

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

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

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

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

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

## **9. Shared Services**

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

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

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

## **11. Standardized Job Evaluation Study**

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

evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

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

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

## **12. Job Evaluation Fund**

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

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

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

## **13. Provincial Bargaining**

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

## **14. Unpaid Work**

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

## **15. Workload Concerns**

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

**16. Modified Calendar**

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

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

Dated this 7<sup>th</sup> day of June, 2014.

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

**K-12 Presidents' Council and  
Support Staff Unions**

**BC Public School Employers'  
Association & Boards of Education**

*[Original signed by Bargaining Committees]*

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**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 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

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

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

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

## **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

## **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

### **Availability of the Economic Stability Dividend**

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

### **Allowable Method of Payment of the Economic Stability Dividend**

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

**APPENDIX B**

**Letter of Agreement (“Letter”)**

**Between:**

**BC Public School Employers Association (“BCPSEA”)**

**And:**

**The K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)**

**And:**

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

**Re: Employee Support Grant for May/June 2014**

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers’ Federation (“BCTF”) or lockout by BCPSEA during May and June 2014 as set out in this letter.
2. Subject to the terms of this Letter:
  - (a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.
  - (b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee’s behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
  - (c) If the joint committee is unable to resolve the employee’s claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.



Original signed on June 7, 2014 by:

*[Original signed by Renzo Del Negro]*

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BCPSEA

*[Original signed by Marcel Marsolais]*

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K-12 Presidents' Council

*[Original signed by Paige MacFarlane]*

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

## **Letter of Agreement (“Letter”)**

**Between:**

**BC Public School Employers Association (“BCPSEA”)**

**And:**

**The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)**

**And:**

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

**Re: Employee Support Grant for after June 30, 2014**

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may be entitled to recover wages lost as a result of legal strike activity by the BC Teachers’ Federation (“BCTF”) or lockout by BCPSEA after June 30, 2014.
2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee’s behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
5. If the joint committee is unable to resolve the employee’s claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

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

Original signed on June 7, 2014 by:

*[Original signed by Renzo Del Negro]*

*[Original signed by Marcel Marsolais]*

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BCPSEA

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K-12 Presidents' Council

*[Original signed by Paige MacFarlane]*

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

## **APPENDIX C**

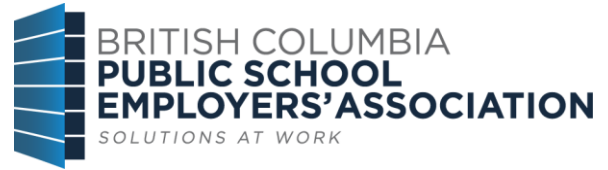
**Provincial Support Staff Extended Health Benefit Plan**  
**TERMS OF REFERENCE**  
**BETWEEN:**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**AND**  
**K-12 PRESIDENTS COUNCIL**  
**Re: Exploration of a Greater Standardization of Benefits Plans**

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

Terms of Reference:

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

**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:

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Jacquie Griffiths

Associate Executive Director

BCPSEA

## **Attachment 2**

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

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

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

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

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

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

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

For further clarification please contact your BCPSEA or CUPE representative.