COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 75 (MISSION)

And

THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 593

July 1, 2014 to June 30, 2019
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This Agreement made and entered into effective July 1, 2014 to June 30, 2019

BETWEEN:
THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 75 (MISSION)
(Hereinafter called the “Board”)

PARTY OF THE FIRST PART

AND:
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 593
Chartered by the Canadian Union of Public
Employees and affiliated with the Canadian
Labour Congress
(Hereinafter called the “Union”)

PARTY OF THE SECOND PART

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:
1. To maintain and improve the harmonious relations and settled conditions of
employment between the Board and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters
pertaining to working conditions, employment, services;
3. To encourage efficiency in operation;
4. To promote the morale, well-being and security of all the employees in the bargaining
unit of the Union;

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That the Parties hereto in
consideration of the mutual agreement and covenants hereinafter contained, agree each with
the other as follows:
ARTICLE 1 – TERM OF AGREEMENT

1.1 This Agreement shall be for the period from and including July 1, 2014 to and including June 30, 2019 and from year to year thereafter subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of this Agreement (June 30, 2019) or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

1.2 Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

a) The Union shall go on strike or

b) The Board shall lock out its employees, or

c) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement.

whichsoever is the earliest.

1.3 The parties hereto agree to the exclusion of the operation of Section 50, subsections (2) and (3) of the Labour Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

ARTICLE 2 – DEFINITIONS

2.1 “Employee” shall mean a person who is an “Employee” as defined in the Labour Relations Code of British Columbia.

2.2 “Probationary Employee” shall mean a person serving an initial trial period of three (3) calendar months, from date of hire, to determine suitability for employment as an “employee”.

2.3 “Regular Employee” shall mean an employee, who has successfully completed the probationary period and who is employed on a regular full time or part time basis.

2.4 “Term Employee” shall mean a regular employee, full and part time, who works the school year only.

2.5 “Substitute Employees” shall mean an employee who substitutes for a regular, probationary, or temporary employee on a day to day basis.
2.6 "Temporary Employee" shall mean a person employed in a non-continuing capacity.

Temporary employees are engaged for specific projects or to cover the prolonged absence of a probationary and/or regular employee who is absent in excess of thirty (30) working days. This period of time shall not exceed twelve (12) months unless such period is extended by mutual consent, in writing, by both parties.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.1 The Board recognizes the Canadian Union of Public Employees, Local No. 593, as the sole and exclusive collective bargaining agency for the employees within School District No. 75 (Mission) except teachers as defined in the School Act and those excluded by the Labour Code of British Columbia and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.

3.2 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, or in emergencies when regular or term employees are not available.

3.3 No employee shall be required or permitted to make any written or verbal agreement with the Board or their representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 Except as otherwise provided in this Agreement the management, supervision and control of the Board’s operation and the direction of the working force shall remain the exclusive function of Management provided that such management and direction will not be used for the purpose of discrimination against employees and does not contravene the express provisions of this Agreement.

4.2 The questions of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.
ARTICLE 5 – UNION SECURITY

5.1 All employees of the Board, within the bargaining unit, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees of the Board shall, as a condition of continued employment, become and remain members in good standing of the Union.

5.2 An authorized Union representative shall be permitted one-half (½) hour at the employee’s job site to familiarize the new employee with the Collective Agreement, the Constitution and/or By-Laws of the Union and information relative to the organization and administration of the Union.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.1 The Board agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-Laws of the Union. The Union agrees to advise the Board of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Board, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

ARTICLE 7 – LABOUR MANAGEMENT RELATIONS

7.1 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union will supply the Board with the names of its officers. Similarly, the Board, will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Joint Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Employer, as appointees of the Board, and not more than five (5) members of the Union, as appointees of the Union. The Union will advise the Board of the Union nominees to the Committee.
7.3 **Function of Joint Bargaining Committee, etc.**

All matters of mutual concern pertaining to performance of work, operational problems, rate of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred to the Joint Bargaining Committee for discussion and settlement.

7.4 **Representative of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board.

7.5 **Meeting of Committee**

In the event either Party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held no later than six (6) calendar days after the request has been given.

7.6 **Labour/Management Committee**

On the request of either party, the parties must meet at least once every two (2) months for the purpose of discussing issues relating to the work place that affect the parties, or any employee, bound by this Agreement.

7.7 **Time Off For Meeting**

Any representative of the Union on the Joint Bargaining Committee, or Labour/Management Committee, who is in the employ of the Board, shall have the privilege of attending committee meetings held within working hours without loss of remuneration.

7.8 **Information Exchange**

(a) The Board and the Union agree to provide each other with all necessary information for the purpose of Collective Bargaining and grievance investigations subject to the Freedom of Information and Protection of Privacy Act.

(b) All requests for factual information pertaining to grievances should be made in writing by the Union to the Secretary Treasurer or designee.
ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION

8.1 Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of any employee bound by the Agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner:

8.2 Grievance

(a) **Step 1**

In the first instance the aggrieved person or the shop steward, or the Union, shall take up the difference or the grievance with the Department Head concerned. If the grievance is not settled within two (2) days then,

(b) **Step 2**

Within five (5) additional working days of the difference or grievance arising, the grievance shall be submitted in writing and presented to the Secretary Treasurer or designee; it being understood, however, that a grievance may be filed by the shop steward or the Union within five (5) working days of their becoming aware of the difference or grievance but in any event not later than four (4) months after the difference or grievance arose in the first instance. If the difference or grievance is not settled by the Secretary Treasurer or designee within five (5) working days then,

(c) **Step 3**

The grievance shall be discussed between a Grievance Committee of the Board, the aggrieved employee(s) and Grievance Committee of the Union. The Grievance Committee of the Board and the Union shall meet to discuss the grievance within ten (10) working days and the Grievance Committee of the Board shall advise the Union of its decision within five (5) working days following the meeting.

If the Union is not satisfied with the decision it may refer the matter to arbitration within ten (10) days of receipt of the decision.
8.3 Arbitration

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

(b) The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairperson shall be shared equally between the parties.

(c) Within fourteen (14) days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.

(d) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Board to reinstate the employee and pay to the employee a sum equal to wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable, or make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement between the parties.

(e) Wherever a stipulated time is mentioned in Article 8.3 (a) and (c) herein, the said time may be extended by mutual consent of the parties confirmed in writing.

(f) The parties may agree to the use of a sole arbitrator instead of a Board of Arbitration.

8.4 Witnesses

The employer agrees that any written statement that could be detrimental to the employees or Union, against any employee or the Union, submitted by another member of the Union shall not be used in grievances or arbitration.
8.5 Adverse Report

(a) The employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within ten (10) working days of the event of the complaint and a copy of this notice shall be sent to the Union. The notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee’s record for use against that employee in regards to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an employee’s advancement or standing with the employer, whether or not it relates to the employee’s work. The employee’s reply to such complaint, accusation or expression of dissatisfaction shall become part of their record as per Article 8.5(b).

(b) The record of an employee shall not be used against that employee at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

(c) Letters of Expectation will not be used as part of disciplinary action.

(d) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

ARTICLE 9 - SENIORITY

9.1 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, layoffs and recall. Seniority shall operate on a bargaining unit wide basis.

9.2 Seniority List

An up-to-date seniority list shall be sent to the Union, the Shop Steward of each Department and one to each site to be posted on CUPE Bulletin Boards, on or before February 15th and again on October 15th annually.

The Board shall maintain a seniority list in two (2) parts:

(a) Showing the date on which each employee’s service commenced as a probationary employee,
(b) Showing the date the calculation of applicable benefits. The time worked as a substitute or temporary employee in the twelve (12) month period prior to a probationary appointment, shall be converted to full time equivalent to determine a "benefit" date. This conversion to full time equivalent is done on the date of probationary appointment.

(c) Benefits as specified in this clause are:
   i) Sick leave to be calculated on a pro rata basis
   ii) Annual vacation calculated retroactively to the date of seniority
   iii) Seniority – part day is considered to be equivalent to a full day for the purpose of seniority.

9.3 Probationary Employees

Newly hired employees except substitute and temporary shall be considered on a probationary basis for a period of three (3) calendar months from date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The employment of such employees may be terminated at any time during the probationary period. After completion of the probationary period, seniority shall be effective from the benefit date as defined in Article 9.2 (b) herein.

9.4 Substitute Employees

(a) Substitute and temporary employees shall accumulate seniority as noted in 9.4(b). Term employees, at their option, shall be placed on a call-out list for the winter, spring and summer breaks. The substitute call-out application form will be made available to all employees on or before May 15th.

(b) Substitute and temporary employees shall be placed on the seniority list when they have completed ninety (90) working days, including paid statutory holidays, in the preceding twelve (12) months. The date of commencing work for seniority purposes shall be eighteen (18) weeks, prior to the day on which the employee became eligible for inclusion on the seniority list. This article will not operate retroactively. When a substitute or temporary employee attains a permanent position, seniority shall be governed by Article 9.2 (a) (b) and (c).

9.5 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff or leave of absence approved by the Board. An employee shall only lose seniority in the event:

(a) The employee is discharged for proper cause and is not reinstated
(b) The employee resigns in writing
(c) The employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible.

(d) The employee is unsuccessful in obtaining a posting under the provisions of Article 10 within two (2) years after being laid off.

(e) The employee elects to receive severance pay under paragraph 9.6 of this Article.

9.6 Severance Pay

A regular employee who has six (6) months or more seniority and who is laid off pursuant to Article 11, except for proper cause, may elect to receive severance pay at any time before seniority is lost if they are unable to post into a vacancy or bump as per Article 11.6.

Severance pay shall be calculated at the rate of two and one half (2½) percent of one (1) year’s wages for each six (6) months of service to a maximum of two (2) year’s wages. Wages on which severance pay is calculated shall be based on the hourly wage rate payable at the time of layoff times the number of hours the employee would normally work in a year.

ARTICLE 10 – PROMOTIONS AND STAFF CHANGES

10.1 Job Postings

(a) When a vacancy occurs or a new position is created, or an existing part time position increases to six (6) hours or more per day, or where a term position increases to a regular position, either inside or outside the bargaining unit, the Board shall notify the Union in writing, post notice of the position in all district sites and on the Board website for a minimum of ten (10) calendar days.

(b) When no internal application for a position has the required qualifications, at its discretion, the Employer may elect to repost the position internally. If the Employer chooses to repost, the posting shall state that the Employer will consider applications where the senior employee has a combination of education and experience and is willing to complete any required course work, and the Union will be notified.

(c) When school is not in session during summer, spring and Christmas breaks, copies of postings will be sent to the Union and be posted in the School District office. Listings of postings shall be available on the Board’s website.

(d) It is agreed between the parties that, should the necessity arise, the vacancy or new position may be filled on a temporary basis for a period not exceeding twenty (20) working days while filling the vacancy; however, due to unusual circumstances, this period may be extended by mutual consent.
(c) All temporary positions in excess of thirty (30) working days shall be posted in accordance with this article. Such positions may be filled by either a temporary, part-time or regular employee. At the end of the term of such posting, the part-time or regular employee shall return to their previous position without loss of seniority or benefits.

(f) All pay rates and hours of work pertaining to promotions and transfers shall become effective the date of appointment to the position. The start date will be subject to the training, orientation and any other needs as required by the employer.

Reductions in hours and/or rate of pay will be effective the date the incumbent assumes their new position.

(g) In the event the Board withdraws a posting, the Union shall be advised, in writing, of the reasons for withdrawal. The reasons for withdrawal are subject to the grievance procedure.

10.2 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, location, wage or salary rate or range and hours of work per week. These qualifications may not be established in an arbitrary manner.

10.3 Outside Advertising

Outside advertising may occur concurrently with internal posting. However, present employees will have first opportunity to fill vacant positions before outside applicants are considered. In the event the Board advertises to an outside source the Union shall be advised in writing and the reason for advertising outside.

10.4 Recognition of Seniority

Both parties recognize:

(a) The principle of promotion within the service of the Board

(b) That job opportunity should increase in proportion to length of service.

10.5 Method of Making Appointments

In making promotions and transfers, the required knowledge, ability, and skills for the position shall be the primary consideration, and where two (2) or more employees are capable of fulfilling the duties of the position, seniority shall be the determining factor. Where two or more employees commence work on the same day (equal seniority), preference shall be in accordance with the date of application for employment. The employees shall retain the right of appeal under the grievance procedure contained in this Agreement.
10.6 **Trial Period**

The successful applicant shall be placed on trial for a period of three (3) calendar months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, the employee shall be returned to their former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.

10.7 **Education Assistants**

(a) Job postings shall be awarded pursuant to Article 10 of the Collective Agreement.

(b) During the course of the school year, an Education Assistant may post to another position. If it would be detrimental to the continuity of the provision of the educational program for the special needs student for the Education Assistant to move to the other position immediately, the Education Assistant shall continue in the current work assignment. The Education Assistant shall be assigned to the posted position as soon as possible. In the interim period the Education Assistant shall be compensated based on the wage rate, hours of work and benefits associated with the posted position.

(c) If a student with special needs transfers to another school during the course of the school year, the Education Assistant working with the student may be reassigned to the other school without posting if it is necessary in order to maintain the continuity of the provision of the educational program for the special needs student. If the Education Assistant considers the transfer to be an undue hardship, the Employer and the Union shall meet to implement alternative arrangements.

At the end of the school year the affected Education Assistant shall be laid off pursuant to Article 11.

(d) When posting a gender specific education assistant position, the Board will consider the student’s needs using the following criteria:

i) The age and development of the student

ii) The level of personal care required

iii) The obligation to provide dignified and sensitive care

Prior to posting a gender specific Education Assistant position, the Board agrees to meet with CUPE to discuss the applicability of the criteria used in determining the need for such a position.
(e) If an Education Assistant is laid off during a school year, the Education Assistant shall exercise bumping rights in the following order:

i) The Education Assistant may bump pursuant to the terms of the Collective Agreement if the continuity of the provision of the educational program for the special needs student is not a concern.

ii) The Education Assistant will be classified as a Spare Board employee for the remainder of that school year. As a Spare Board employee, the Education Assistant will continue to accrue seniority and will be assigned the same number of hours of work (as a first callout for casual work) that the employee was entitled to prior to layoff.

(f) For purposes of this Article, decisions with respect to the continuity of the provision of the educational program shall be based on the recommendations of the Care Team. When Care Team meetings involve continuity issues, the Education Assistant shall be invited to attend the meeting. If the Education Assistant attends the meeting the Education Assistant shall be paid.

ARTICLE 11 – LAYOFFS AND RECALLS

11.1 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in the normal hours of work of twenty percent (20%).

The incumbent employee has the option to:

(a) Accept the reduction and remain in the position, or

(b) To exercise their seniority rights as per Article 11.2 – Layoff and Recall Procedures.

In instances where the reduction of hours is less than twenty percent (20%) the Board agrees to inform the Union in writing.

11.2 Layoff and Recall Procedure

(a) Both parties recognize that job security should increase in proportion to seniority. An employee, upon notice of layoff, may exercise their right to bump based on seniority.

(b) Employees on layoff shall view all postings on the Board's website and shall be entitled to apply for such vacancies pursuant to Article 10 (Job Postings).
11.3 **No New Employees**

No new regular employees will be hired until those laid off have been given an opportunity of re-employment.

11.4 **Notice of Layoff**

The employer shall notify, in writing, regular employees with less than five (5) years of continuous service ten (10) working days prior to the day layoff is to be effective. An employee with five (5) or more years of service shall receive twenty (20) working days notice prior to the date layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) or twenty (20) full days after receipt of notice of layoff, the employee shall be paid in lieu of work for that part of ten (10) or twenty (20) days during which work was not made available.

Normal school closures (summer, Christmas, spring break) shall not be used for any period of layoff notice for term employees.

11.5 **No Notice of Layoff**

The provision of Article 11.4 shall not apply to:

(a) Grounds employees working eight (8) month terms or term employees, expected to report back for work at the start of the school year, or prior, when laid off at the end of the school year.

(b) Temporary suspension of work due to inclement weather.

11.6 **Bumping Process**

Bumping will be permitted on layoff. An employee about to be laid off may bump any employee with less seniority provided that employee is qualified to do the work. The parties will meet and make every effort to resolve such layoffs to their mutual satisfaction. Any bumping contained in this Article must be exercised within five (5) working days of receiving notice.

No employee will be required to take a position resulting in a reduction of hours at twenty percent (20%) or more.

No employee will be required to cross into another classification.
ARTICLE 12 – HOURS OF WORK

12.1 The regular work week for employees other than those listed below shall not exceed eight (8) consecutive hours per day, exclusive of meal time, or forty (40) hours per week, Monday to Friday inclusive.

12.2 The regular work week for assistants and clerical staff shall not exceed seven (7) consecutive hours per day, exclusive of meal time, or thirty-five (35) hours per week, Monday to Friday inclusive.

12.3 All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one week shall be paid at time and one-half (1½T) the regular hourly rate for the first two (2) hours and double the regular hourly rate thereafter. All time worked on the first and second rest days shall be paid at double the regular hourly rate.

12.4 All the time worked in excess of seven (7) hours in any one (1) day for assistants and clerical staff or in excess of thirty-five (35) hours in any one (1) week shall be paid at time and one-half (1½T) the regular hourly rate for the first two (2) hours and double the regular hourly rate thereafter. All time worked on the first and second rest days shall be paid at double the regular hourly rate.

12.5 All time worked in excess of seven (7) hours in any one (1) day for Youth Care Workers or in excess of thirty-five (35) hours in any one (1) week shall be paid at time and one-half (1½T) the regular hourly rate for the first two (2) hours and double the regular hourly rate thereafter. All time worked on the first and second rest days shall be paid at double the regular hourly rate.

12.6 In the event that a Youth Care Worker is required to participate in an overnight activity, that employee shall be entitled to one (1) day off with pay for each overnight worked, at a time selected by the employee and the employer.

12.7 An employee shall be given the choice of cash payment or time off for overtime.

12.8 Banked Overtime

The Board and the Union agree that employees shall be permitted to accumulate overtime to a maximum of four (4) weeks in lieu of cash payment, such leave to be equal to the appropriate cash payment.

Employees must advise the Board whether they wish to bank overtime in accordance with this clause otherwise overtime will automatically be paid. Such notice in writing shall accompany the employee’s timesheet.

Such leave shall be taken at a time selected by the employee and the employer.
Banked overtime shall be based upon that employee's regular work week (i.e. a four (4) hour per day employee can bank eighty (80) hours).

Employees shall be permitted to withdraw cash payment from their overtime bank.

12.9 Banking of Additional Regular Hours

Employees normally scheduled to work less than seven (7) or eight (8) hours per day, and with prior approval, work past their assigned working hours per day may bank or request to be paid out those hours, at the employee's option.

A maximum of thirty (30) hours can be banked at no additional cost to the Board.

All banked time earned under 12.9 shall be taken by June 30th, or will be paid out to bring the balance to zero at the end of every school year.

12.10 All employees shall work on all non-instructional days.

12.11 Overtime work shall be divided equally among the employees in the unit who are willing and capable to perform the work that is available. Each department shall maintain an internal record of all overtime assigned and such record shall be made available to the Union upon request and with reasonable notice.

12.12 Prior authorization in writing must be obtained from the Department Head concerned, for employees to be paid for time worked in excess of the regular number of hours for the position.

12.13 Employees working a regular shift where the major portion of the employee's shift, other than bus drivers, occurs after fifteen hundred (1500) hours, shall be paid for eight (8) hours, inclusive of a one half (1/2) hour meal time.

12.14 Where a major portion of an employee's shift, other than bus drivers, occurs after fifteen hundred (1500) hours, employees shall be paid a shift differential of three (3%) percent of their hourly rate per hour for the entire shift worked.

12.15 Four Hour Minimum Work Day

(a) The Employer is committed to providing a minimum of four (4) hours of work for a probationary, regular or term employee reporting for work and for a temporary employee reporting for work who has posted into the position.
(b) Exemptions from the four (4) hour minimum:
   
   i) supervision assistants

   ii) small schools with fewer than seventy-five (75) students in which case a two
       (2) hour minimum will apply

   iii) other positions by mutual agreement

(c) The four (4) hours shall be consecutive but may exclude a meal period up to one (1)
    hour or shorter period as defined elsewhere in the Collective Agreement.

(d) Bus drivers are exempt from the requirement for consecutive hours.

(e) Where posting of additional hours 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 of
    additional hours is not required, additional hours shall be assigned as per the
    Collective Agreement.

12.16 Where an employee reports for a shift and no work is available, such employee shall
       be paid for a minimum of two (2) hours; and in the event the employee commences
       work, a minimum of four (4) hours shall be paid.

12.17 A call-out shall mean a request by the Board to an employee to work anytime outside
       such employee's regularly scheduled working hours and shall receive a minimum of
       four (4) hours pay at the prevailing overtime rates.

12.18 All employee's shall be permitted a rest period of fifteen (15) consecutive minutes,
       both in the first and the second half of a normal working day or shift providing the first or
       second half of a normal working day or shift is a minimum of two and one half (2½) hours.

12.19 Seniority shall determine shift preference, subject only to ability to perform the job
       required.

12.20 Seven (7) days notice shall be given before change of shift. Failure to provide at least
       fifteen (15) hours rest between shifts which are being changed shall result in payment
       of overtime at established rates for any hours worked during such normal rest period.
       It is recognized that incumbent employees may work more than one job within the
       district therefore, the employer, where possible, will take into account when
       initiating a change in shifts.
12.21 Inclement Weather

When, owing to inclement weather, school buses are cancelled, schools shall be closed and employees shall be allowed leave of absence with full pay.

The Board will identify employees from the Facilities Department who are critical to the maintenance and preparation of schools for reopening. These individuals shall report to work, will be paid for the day’s wages plus overtime if applicable, and will receive time off in lieu for the time worked.

ARTICLE 13 – GENERAL HOLIDAYS

13.1 All employees except as provided herein shall have the following General Holidays off with pay at the employee’s regular rate of pay:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>British Columbia Day</td>
</tr>
<tr>
<td>Family Day</td>
<td>Labour Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Easter Monday</td>
<td>Remembrance Day</td>
</tr>
<tr>
<td>Queen’s Birthday</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Canada Day</td>
<td>Boxing Day</td>
</tr>
</tbody>
</table>

and any other day proclaimed by the Federal or Provincial Government; Special Holidays proclaimed by the Public School Act.

For the purpose of this section, all substitute, temporary and probationary employees shall have worked for the Board at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the General Holiday. Term employees shall not be entitled to British Columbia Day off with pay unless the annual vacation is scheduled and taken continuously from the last school day in June to British Columbia Day.

13.2 When any of the above noted holidays falls on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement unless school is in session. If school is in session, another day mutually agreeable to both parties shall be given in lieu of the statutory holiday.

13.3 Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal day’s pay. Employees who are required to work shall be paid double time in addition to the hours worked.

13.4 When any of the above noted holidays fall on an employee’s scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Board.
13.5 If an employee is required to work on the day given in lieu of a statutory holiday, the employee shall be paid in accordance with Article 13.3 above.

13.6 Regular part time employees shall be paid for statutory holidays on the following basis:

(a) Where an employee works five (5) days per week, payment shall be received for the statutory holiday as though the employee had worked the normal scheduled hours on that day.

(b) All other employees working less than five (5) days per week shall receive payment for the statutory holiday based on the daily average of their total weekly hours.

13.7 **Christmas Eve Day**

Employees working on Christmas Eve Day shall work half of their regularly scheduled shift and be paid at their full rate of pay for that day. It is recognized that employees who regularly work afternoon shift on Christmas Eve Day shall work day shift that day only. An employee who normally works seven and one half (7 1/2) hours on afternoon shift shall work four (4) hours Christmas Eve Day and be paid for eight (8) hours.

**ARTICLE 14 – ANNUAL VACATIONS**

All employees covered by this Agreement shall receive an annual vacation with pay, on the following basis:

14.1 For the purpose of this section "calendar year" shall mean the period July 1 to June 30 inclusive. The length of an employee’s annual vacation in any year shall be based on the employee’s completed calendar years to June 30, irrespective of whether the vacation is taken before or after that date.

14.2 Employees with less than one (1) calendar year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee’s regular rate of pay or four percent (4%) of the employee’s annual gross earnings, whichever is greater. Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at July 1st, shall be considered to have completed their first calendar year of service.
14.3 Employees shall receive annual vacation at regular rates of pay or the percentage of gross earnings, whichever is the greater, as shown in the following table:

<table>
<thead>
<tr>
<th>Complete Years of Service</th>
<th>No. of Days in Annual Vacation</th>
<th>Percentage of Gross Earnings During Preceding Calendar Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>4</td>
</tr>
<tr>
<td>2 to 5</td>
<td>15</td>
<td>6</td>
</tr>
<tr>
<td>6 to 13</td>
<td>20</td>
<td>8</td>
</tr>
<tr>
<td>14 to 17</td>
<td>25</td>
<td>10</td>
</tr>
<tr>
<td>18</td>
<td>26</td>
<td>10.4</td>
</tr>
<tr>
<td>19</td>
<td>27</td>
<td>10.8</td>
</tr>
<tr>
<td>20</td>
<td>28</td>
<td>11.2</td>
</tr>
<tr>
<td>21</td>
<td>29</td>
<td>11.6</td>
</tr>
<tr>
<td>22 and over</td>
<td>30</td>
<td>12</td>
</tr>
</tbody>
</table>

14.4 On or before March 15th of each calendar year, the Board shall notify all regular employees of their vacation entitlement, including the vacation pay adjustment from prior period.

On or before April 1st of each calendar year, employees shall submit their requests for annual vacations and on or before April 30th of each calendar year, the Board shall approve the scheduling of annual vacations for employees. Where an employee has made arrangements for annual vacation which has been approved by the Board and subsequently such employee is required by the Board, due to emergent conditions to change such vacation period, then the employee shall be granted one (1) additional week of vacation pay in addition to their regular entitlement.

14.5 When a General Holiday falls or is observed during an employee’s annual vacation period, the employee shall be granted an additional day’s vacation for each General Holiday in addition to the regular vacation time.

14.6 An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Board.

14.7 Employee’s pay for the annual vacation to which the employee is entitled shall be paid in one payment to the employee at least one (1) day before the beginning of the employee’s annual vacation.

Where an employee has mutually agreed with the Department Head to take annual vacation entitlement in one unbroken vacation period or any combination of five (5) consecutive working days, payment for the employee’s annual vacation shall be in accordance with the foregoing section.
14.8 Where an employee commences annual vacation and becomes incapacitated either through illness or injury, the period of incapacity, provided that it extends for three (3) consecutive days or more, will be deemed to be sick leave rather than vacation, always provided that a medical certificate is produced certifying that the employee was, in fact, incapacitated for the period claimed. The vacation period during which the employee was incapacitated shall be taken later, on dates to be mutually agreed upon by the employee and the Department Head.

14.9 (a) Term employees may take Christmas and Spring breaks as part of their annual vacation. Balance due may be applied for as per Section 14.4. Should any employee terminate prior to “earning” such vacation days, the employer shall have the right to recover any overpayment.

(b) Accrued vacation pay balances for term employees will be paid out as part of the last pay period in May of each year.

14.10 Vacation pay for employees who change the number of hours of work during the course of the year shall be calculated on a pro-rated basis to the nearest month.

**ARTICLE 15 – SICK LEAVE PROVISIONS**

15.1 Sick leave will be accumulated at the rate of one and one-half (1½) days per month or eighteen (18) days per year. Each year the unused sick leave days will accumulate and be recorded in January. An employee may use up to a maximum of one hundred and fifty (150) accumulated sick leave days in any one (1) year.

15.2 **Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers’ Compensation Act.

15.3 **Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, the employee shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit.
15.4 Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed to anticipate extension of their sick leave to a maximum of nine (9) working days. This sick leave extension shall be repaid by the employee upon return to duty through their normal monthly accumulation or in the event of separation, any overpayment of wages under this section may be recovered by the Board.

15.5 Deduction From Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined.

15.6 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness, certifying that such employee is unable to carry out their duties due to illness, or non-compensable accident. If an employee is unable to obtain a certificate due to not being under a doctor’s care for a period of five (5) days, the employee shall not be disciplined for lack of a certificate. The cost (if any) of a medical certificate shall be borne by the Board. The Board reserves the right to ask the employee to submit to an examination by a qualified medical practitioner selected by the Board.

15.7 Sick Leave Records

A record of all unused sick leave will be kept by the Board. Immediately after the close of each calendar year, each employee shall be advised of the amount of sick leave accrued to their credit.

15.8 Family Illness

In the case of illness in the family of an employee, and when no other person at the employee’s home can provide for the needs of the employee’s ill spouse, parent, brother, sister, child or step-child, mother-in-law, father-in-law, grandparents, grandchildren, son(s)-in-law or daughter(s)-in-law the employee, after informing their supervisor, shall be entitled to use up to a maximum of five (5) days sick leave in any one calendar year.
15.9 **Medical Appointments**

Where necessary and subject to the approval of an employee's direct supervisor, leave may be granted to employees to attend medical related appointments. Request for such leave shall be made no later than one day prior to the appointment, if possible, and such leave will result in sick leave deduction of the actual time absent calculated in fifteen (15) minute segments. Approval for this leave shall not be unreasonably denied. Employees who take less than one-half (1/2) day appointment may, where mutually agreeable, work time in lieu within the same or following pay period.

**ARTICLE 16 – LEAVE OF ABSENCE**

16.1 **For Union Business**

(a) The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board, or with respect to a grievance, they shall suffer no loss of pay for time so spent.

(b) It is agreed that official representatives of the Union be granted leave of absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided not more than five (5) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee’s seniority and/or benefits contained in this Agreement. The employer shall continue to pay such employee’s wage and benefits and the Union shall reimburse the employer for the equivalent amount of money.

(c) It is agreed that any employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Board for a period up to two (2) years and shall be renewed thereafter on request during the employee’s term of office.

16.2 **Compassionate Leave**

(a) An employee shall be granted a minimum of five (5) regularly scheduled work days leave without loss of pay or benefits, plus reasonable traveling time not to exceed seven (7) days, in the case of death or terminal illness of the employee’s spouse, parent, brother, sister, child or step-child, mother-in-law, father-in-law, grandparents, grandchildren, son(s)-in-law, daughter(s)-in-law.
(b) In recognition of the fact that circumstances which call for bereavement leave are based upon individual circumstances, the Board, on request, may grant additional bereavement leave. The Board will consider requests for additional time and leave for persons not included under the terms of this article. Such requests shall not be unreasonably denied.

16.3 **Mourner's Leave**

An employee shall be granted one-half ($\frac{1}{2}$) up to one (1) day’s leave of absence with pay to attend a funeral, provided such employee has the consent of their Department Head.

16.4 **General Leave**

(a) The Board may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Board. Such approval shall not be withheld unjustly.

(b) An employee on general leave of absence who wishes to return to work at an earlier date than previously approved by the Board, shall be required to give two (2) weeks’ notice in writing.

(c) During the employee's absence, the Board will continue all benefit coverage if the employee requests in writing such a continuation of coverage and pays the full premium, save and except that employees shall not be eligible to continue Municipal Superannuation pension benefits during the period of leave.

(d) Upon return from general leave, the employee shall be placed in their former position. If the former position no longer exists, the employee shall be placed in a position consistent with the provisions of Article 11 (Layoff and Recall)

(e) Temporary positions to fill vacancies as a result of employees on general leaves of absence, if they are to be filled, shall be posted.

(f) An employee on general leave shall continue to accrue seniority to a maximum of one (1) year and thereafter seniority to be retained only.

16.5 **Jury or Court Witness Duty**

The Board shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Board shall pay such an employee the difference between their normal earnings and the payment received 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.
16.6 **Emergency Services**

The Board shall grant leave of absence to a maximum of one (1) day per incident with pay to those employees who provide emergency services to the community at large, specifically Volunteer Firefighters and Search and Rescue. The employer may grant additional days with pay on a need basis. Such days shall not be unreasonably withheld. The Board shall pay such an employee the difference between their normal earnings and the payment received for such emergency services, except for expenses. The employee will present proof of service and the amount of pay received.

16.7 **Special Leave**

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

16.8 **Service Requirements for Pregnancy and Parental Leave**

(a) The employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy, provided that regular duties can be carried out.

(b) All terms and conditions of the Employment Standards Act, Pregnancy and Parental Leave, shall apply.

(c) An employee who has completed the probationary period may be entitled to extended parental leave, without pay, from the date of separation from employment, but not for more than a maximum period of two (2) years from the date of commencement of their leave of absence.

16.9 **Adoption Leave**

(a) Where an employee seeks leave due to legal adoption, the parental leave provisions of the Employment Standards Act shall apply.

(b) Paid leave up to two (2) days shall be granted to either parent, or both if both are employees of the Board, for adoption interviews and traveling time. In special circumstances this leave may be extended upon request to the Secretary Treasurer or designate.

16.10 **Benefits of Pregnancy/Parental/Adoption Leave**

(a) An employee on pregnancy/parental/adoption leave shall be entitled to continued benefits coverage while the employee is taking a leave for a period as stipulated in the Employment Standards Act, save and except that employees on either parental or adoption leave shall not be eligible to continue pension benefits during the period of leave. An employee who is granted an additional leave of absence, pursuant to Article 16.4 (c); coverage of benefits shall continue if the employee requests such continuation of benefits coverage and pays the full premium.
(b) The employee shall repay their share of benefits at the beginning of each month during the period of leave.

(c) An employee on pregnancy/parental/adoption leave shall continue to accrue seniority.

16.11 Procedure Upon Returning From Pregnancy/Parental/Adoption Leave

When an employee decides to return to work after pregnancy/parental/adoption leave, the employee shall provide the employer with at least two (2) weeks notice. On return from pregnancy/parental/adoption leave the employee shall be placed in their former position if possible. If the former position no longer exists, the employee shall be placed in a position consistent with the provisions of Article 11 (Layoff and Recall).

16.12 Paternity Leave

An employee may have two (2) days off with pay for the actual day of birth or adoption.

ARTICLE 17 – PAYMENT OF WAGES AND ALLOWANCES

17.1 Pay Days

The Board shall pay salaries bi-weekly in accordance with the salary and wage schedules attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages and deductions. Employees shall be notified when and why timesheets are altered.

17.2 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

17.3 Part Time Employees

Regular part-time employees shall receive the wage rates, conditions of employment, and perquisites specified in this Agreement on a pro-rata basis according to their hours of work.

17.4 Pay During Temporary Transfers

When an employee with the prior approval of the Department Head, temporarily substitutes in, or performs the principal duties of a higher paying hourly position, the employee shall receive the rate for the higher paying job immediately upon assuming that new position. It is understood that temporary transfers under this article shall be for a minimum of one (1) day. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.
Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid, from the first day in the temporary assigned position, ten percent (10%) above the assigned employee’s regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

17.5 First Aid Attendant

(a) The Board will pay to the designated and qualified First Aid Attendant an hourly premium as follows:

<table>
<thead>
<tr>
<th>Level</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level I</td>
<td>$ .50</td>
</tr>
<tr>
<td>Level II</td>
<td>$ .65</td>
</tr>
<tr>
<td>Level III</td>
<td>$ .85</td>
</tr>
</tbody>
</table>

The Board shall determine the level of qualification required in accordance with WCB Occupational First Aid Regulations.

No present incumbent shall incur a premium reduction.

(b) Eligible employees for this designation will be limited to staff employed at the school in question whose shift coincides with the hours school is in session.

(c) The Industrial First Aid position will be posted as a separate item and will not be attached to the position the incumbent holds.

(d) Selection criteria for the position in order of priority would be based upon:

- Certification
- Seniority
- Commitment to the earliest possible certification

(e) In the event that an employee should not obtain the certificate at the conclusion of the course, the Board reserves the right to re-post the position.

17.6 Overtime Meal Allowance

Employees required to work in excess of two (2) hours overtime in any day or shift shall be paid an additional on-half (½) hours pay in lieu of meal allowance.

17.7 Educational Allowances

(a) The Board shall pay the full cost of any course of instruction required by the Board for employees to better qualify themselves to perform their job.

(b) Employees required to attend on a non-instructional day shall receive pay for the time in attendance at the workshop at their posted to hours, or on a straight time basis up to a maximum of eight (8) hours per day, whichever is greater.
(c) If an employee without the required Occupational First Aid certification is selected for the First Aid Attendant position or an employee requires a refresher course, the Board will pay for personal time spent to attend the required course.

The Board will provide one (1) day off with pay to study for the examination.
The Board will pay any course registration fees required to acquire or maintain the appropriate Occupational First Aid certification.

17.8 Car Allowance

(a) A car allowance shall be paid to employees using their private automobile in the course of performing their duties, where requested to do so by the Supervisor and approved by the Board, as follows:

- The rate established by the Board Policy shall be effective the date of approval of the policy.

(b) Mileage reimbursement at the above rates will be paid for travel to and from required courses.

(c) All employees who are required to work in more than one (1) school or other location during a working day shall be allowed reasonable travel time in addition to the above car allowance when using their private automobile in performing their duties.

(d) The additional cost of business car insurance to employees using their car for the Board’s business shall be paid by the employer under the following circumstances:

i) Employees who are required to use their vehicles on Board business more than six (6) days per calendar month

ii) Employees by reason of being scheduled at more than one (1) work location in a work day

iii) An employee who is authorized to use their own vehicle for Board business shall be paid by the Board the amount of any Driver Accident Premium which may be assessed as a result of any accident during such use provided that the employee is not more than fifty percent (50%) to blame for the accident.

(e) When an employee’s vehicle is damaged while on Board business, the Board of School Trustees will reimburse the employee up to the deductible amount stipulated in the employee’s ICBC comprehensive option, to a maximum of three hundred dollars ($300) or the deductible established by Board Policy, whichever is greater. Such reimbursement will be made upon presentation to the Board of an insurance invoice from ICBC.
17.9 **Uniform and Clothing Allowance**

Employees hired on a regular basis as:

(a) Maintenance, Grounds and IT – rain gear as required

(b) Mechanics – Three (3) pairs of coveralls per week (rental and laundry service provided by employer).

(c) Painters and/or welders shall be provided with one (1) pair of coveralls per year.

(d) Other Maintenance and Engineering personnel shall be provided with one (1) pair of coveralls per year as required.

(e) Education Assistants – Protective smocks, aprons, aqua shoes, and gloves will be provided as required and funds to be provided for swimsuits not to exceed one hundred dollars ($100.00) per year as required.

(f) Lab Assistants – Rubber smocks and gloves will be provided as required

(g) Bus Drivers – Coveralls and rain gear will be provided as required.

(h) Those employees mandated by the Workers’ Compensation Board to wear safety boots shall, upon permanent hire, be reimbursed to a maximum of one hundred dollars ($100.00) per year for the purchase of safety boots upon submission of proof of purchase.

(i) When the Board requires employees to wear specific clothing such as uniforms, the Board shall pay the cost of the purchase, repair, replacement and cleaning of such clothing.

**ARTICLE 18 – JOINT JOB EVALUATION COMMITTEE (JJEC)**

18.1 The JJEC shall maintain the pay equity program by:

(a) Evaluating all the jobs using the Job Evaluation Manual

(b) Maintaining the integrity of the program

(c) Recommending changes to the Job Evaluation Manual, its procedure or methods, as may be deemed necessary from time to time, to the parties

(d) A copy of the Memorandum of Agreement re: Pay Equity Implementation and Maintenance Agreement will be available at the CUPE 593 and Board of Education offices.
ARTICLE 19 – TECHNOLOGICAL AND OTHER CHANGES

19.1 Technological Change

Technological change is defined to mean a change in equipment or method(s) of operation which have not previously been used by the employer which affect the rights of employees, conditions of employment, wage rates or workloads. The Board shall notify the Union of the proposed change three (3) months before its introduction. Any such change shall be made only after the Union and Board have reached an agreement on such change through collective bargaining. If the Board and Union fail to agree on the result of the change, the matter shall be referred to the Grievance Procedure of this Agreement.

19.2 No Dismissals

No regular employee shall be dismissed by the Board because of mechanization or technological changes. An employee who is displaced from their job by virtue of technological change or improvements will suffer no reduction in normal earnings or hours of work and will be given the opportunity to fill other vacancies according to seniority.

19.3 Training Program

In the event that the Board should introduce new methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employee shall at the expense of the Board, be given a minimum period, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

19.4 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Board and the Union.

19.5 No New Employees

No additional employees shall be hired by the Board until the employees already working shall be notified of the proposed technological changes and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.
19.6 Once a change has taken place and all moves have been completed, employees of the Board who were not affected shall be given the opportunity to be trained on the equipment to cover the eventuality of job vacancies occurring. Such training shall be given on a seniority basis and be available to all employees.

**ARTICLE 20 -- JOB SECURITY**

In order to provide job security for the members of the bargaining unit, the Board agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employees.

**ARTICLE 21 -- HEALTH AND WELFARE BENEFITS**

21.1 “Regular and Probationary Employees” shall be entitled to all benefits provided by the Collective Agreement from date of hire.

21.2 Municipal Pension Plan

(a) All full time employees who are within the qualifying ages of the Municipal Pension Plan shall be compelled to contribute to the fund upon being appointed to the regular staff.

(b) The retirement age will be in accordance with the Municipal Pension Plan rules.

(c) Employees on the Municipal Pension Plan shall not be removed from the Plan because of a reduction in hours from full time.

(d) Employees who work less than full time shall be included in the Municipal Pension Plan at the employee’s option. If the employee chooses to decline the opportunity to participate in the Plan, he or she must sign a waiver form.

21.3 Retirement and Death Benefits

(a) “Retirement” shall be defined as an employee leaving the services of the Board in accordance with the provisions of the Municipal Pension Plan, and shall apply to all employees as though contributing under the aforesaid Act.

(b) “Day’s Pay” shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee is regularly employed.
(c) Due sick pay to a maximum of seventy-five (75) days and one (1) month’s salary shall be allowed as follows:

i) To a regular employee in the case of death on whose behalf the Board has not contributed to the Municipal Pension Plan

ii) To a regular employee in the case of death on whose behalf the Board is contributing to the Municipal Pension Plan, but who has not completed ten (10) years service

iii) To a regular employee in the case of retirement on whose behalf the Board is not contributing to the Municipal Pension Plan and who has completed five (5) years service.

(d) In addition to the above provisions, all employees upon retirement at the qualifying ages laid down in the Municipal Pension Plan with the minimum of ten (10) years service in the School District, shall receive thirty percent (30%) of their unused accumulated sick leave unless they have had deductions pursuant to 21.3 (e). If they have received seventy-five (75) days per 21.3 (c), they receive unused accumulated sick leave minus seventy-five (75) days, then thirty percent (30%) of that amount. Such amount to be paid either as a lump sum or for the School District to purchase an annuity on their behalf.

(e) In the event of death before severance, all accrued retirement and death benefits shall be paid to person(s) designated, or failing any designated person(s), to the employee’s estate.

21.4 Group Insurance Benefits

The Board agrees to provide and each employee shall be required to participate in the following benefits as a condition of employment unless proof is given that an employee is on spousal coverage:

(a) Medical Services Plan – one month waiting period

(b) Extended Health Plan (including Vision Care [$250.00 every 2 years] and Hospital Co-Insurance) – One (1) month waiting period

(c) Life Insurance ($50,000 policy) or one and one half (1½) times basic annual earnings, whichever is greater – completion of probationary appointment

(d) Dental Plan Coverage – completion of probationary appointment

- Plan ‘A’ 100%
- Plan ‘B’ 80%
- Plan ‘C’ Orthodontic – 50% coverage with a $1,500 lifetime maximum

The cost of providing the foregoing benefits shall be borne eighty percent (80%) by the Board and twenty percent (20%) by the employees.
21.5 **Supplementation of Compensation Award**

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 Compensation Act, shall receive from the Board the difference between the amount payable by the Workers’ Compensation Board and their regular salary; provided however, that such difference shall be deducted from the employee’s accumulated sick leave credits, such sick leave credits shall not exceed seventy-five (75) days.

21.6 The employer shall not lay off any employee in order to circumvent the employee’s eligibility for benefits.

21.7 **Employee Assistance Plan**

The Board agrees to provide an Employee Assistance Plan. The Board shall pay eighty percent (80%) of the cost of this plan.

21.8 **Benefit Eligibility**

(a) Provided there is no cost to the Board and if the carriers agree the Board will continue all benefit coverage if the employee requests, in writing, such a continuation of coverage and pays the full premium, while on general leave.

(b) Temporary employees employed for a full school term or longer will be provided with the following supplementary benefits:

i) The same Group Insurance Benefits as provided by Article 21.4

ii) Sick leave allowance of one and one-half (1 ½) days per month worked. Sick leave provisions as provided in Article 15.2, 15.3, 15.5, 15.6, 15.7

iii) Leave of absence as provided in Article 16.2 and 16.5.

21.9 **Joint Benefits Trust/Long Term Disability plan (“LTD”)/ Early Return to Work Program**

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 Intervention Service provided through the PEBT.
ARTICLE 22 – SAFETY AND HEALTH

22.1 Cooperation on Safety

The Union and the Board shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

22.2 Health and Safety Committee

(a) A Health and Safety Committee shall be established which is composed of each employee group pursuant to Workers’ Compensation Board Regulations.

(b) The Health and Safety Committee shall hold meetings at least once per month and if requested, by the Union or the Board, additional special meetings for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices.

(c) Minutes shall be taken of all meetings and copies shall be sent to the Board and the Union.

22.3 Violence in the Workplace

(a) Definition

Any incident in which an employee is abused, threatened or assaulted during the course of the employee’s employment. This includes the application of force, threats with or without weapons, severe verbal abuse and harassment.

(b) Reporting Violent Incidents

The Board expects that all incidents of violence as defined in this article will be reported.

22.4 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing when needed.

22.5 Right to Refuse

(a) No employee shall carry out or cause to be carried out, any work process or operate or cause to be operated, any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
(b) No employee shall be discharged, penalized or subjected to disciplinary action for compliance with the foregoing paragraph or an order made by an officer of the Workers' Compensation Board.

(c) An employee who refuses work under this clause shall be reassigned to alternate work until the matter is resolved and no other employee shall be required to do the work which was refused.

(d) It is agreed that the Central Air Systems be left on, at a minimum of fifty percent (50%), until employees have completed their shift.

22.6 Investigation of Accidents

The Union shall be notified immediately of each accident or injury. Upon the request of the Union, the Health and Safety Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

22.7 Pay For Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home for 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.

22.8 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.

22.9 Disclosure of Information

Upon request, the employer shall provide to the Health and Safety Committee, the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment.

22.10 Student Medication and Medical Procedures

(a) The Board, after consultation with parents, family physicians, the public health nurse and the medical health officer, shall ensure that schools have systems for administering medication and other medical procedures.
(b) Such systems will include provision for the following:

i) Employees, including substitutes, will receive child specific training by appropriate health care professionals. No such employee shall be required to perform medical procedures until after having received such training.

ii) A record of training shall be maintained by the employer. The Union shall receive a copy of the record of training once a year.

iii) On-going evaluation of training shall be conducted by the appropriate health care professional.

iv) All procedures shall be in accordance with Inter-Ministerial protocols and updated as required.

(c) Where medical procedures such as tube feeding, injections or other equivalent medical procedures become part of the required duties of a position then the individual in that position shall have the option of remaining in that position or receiving layoff notice.

22.11 Communicable Diseases

Where an employee working in an environment where serious communicable diseases have been determined by the School Medical Health Officer to exist, the Board will pay expenses associated with preventive medication not covered by the employee’s own medical insurance coverage.

Where employees are exposed to any student who is a known Hepatitis B carrier or a regular biter/scratcher the Board will provide the appropriate preventive medication.

Where an employee who is providing personal care to a student subsequently becomes aware that the student is a Hepatitis C carrier, the employee shall have the option of remaining in that position or receiving layoff notice.

ARTICLE 23 – PRESENT CONDITIONS AND BENEFITS

23.1 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Board shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Board and the Union.
23.2 Continuation of Acquired Rights

(a) All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Board, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiation.

(b) In the event that the School District is amalgamated or merges with any other body, the Board will undertake to encourage the new District and/or Region to implement the provisions of the current Collective Agreement, unless the terms of any agreement which the merging District and/or Region has are superior to the working conditions in the current Collective Agreement. In such case the Board will endeavour to have the conditions of the merging agreement apply. The Board will also make every effort to have the seniority rights of employees protected at the time that the merger occurs.

ARTICLE 24 – CROSSING OF LEGAL PICKET LINES

24.1 No employee covered by this Agreement except in emergency conditions will be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Statutes of the Dominion of Canada. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 25 – SATURDAY AND SUNDAY USE OF BUILDING

25.1 In those schools which are opened on Saturday or Sunday for public recreation or educational purposes, or where transportation is required, it is agreed that no present employee will be required to work on Saturdays or Sundays. These vacancies will be posted as permanent full time positions; five (5) days per week with two (2) consecutive days off.

25.2 Should it become necessary for a regular employee to work on a normal rest day for any reason whatsoever, the normal overtime provisions shall prevail.
ARTICLE 26 – GENERAL CONDITIONS

26.1 Notification of Personnel Change

The Board agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or is terminated.

26.2 Transfers Outside Bargaining Unit

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

26.3 Proper Accommodation

Reasonable provisions shall be provided for employees to have their meals and keep and change their clothes.

26.4 Bulletin Boards

The Board shall provide bulletin boards which shall be placed so that all employees will have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

26.5 Tools

Employees required to furnish their own tools in the performance of their duties shall, upon producing a broken or worn out tool, or a signed statement from the employee indicating theft, have same brand or equivalent replaced by the Board. The Employer will provide measuring tapes and squares.

26.6 Fire Insurance

The Board shall provide fire insurance covering the tools and equipment owned by the employees and used in performance of their duties with the Board.

26.7 Indemnity

The employer will defend, save harmless and indemnify all employees from any demands, claims, writs, actions or other proceedings which may be brought against them and which arise from the performance of their duties and responsibilities as an employee and for any cost, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith.

26.8 It shall be the responsibility of every employee to take all reasonable precautions to preserve all records, machines and equipment under their care.
26.9 **Bank Deposits**

No employee shall be required to deliver cash deposits to a bank in excess of one hundred dollars ($100.00) unless accompanied by another staff member.

26.10 **Internal Mail**

The Union may make reasonable use of the district mail service and employee mail boxes for communication to bargaining unit members.

26.11 **Purchase Plan for Equipment**

The Board shall provide a plan for purchase of computer equipment for regular CUPE employees, under the following conditions:

(a) The rate of interest shall be five and one quarter percent (5.25%)

(b) Payment shall be made by equal monthly deductions over two (2) years provided that the purchase is in excess of five hundred dollars ($500.00).

26.12 **Personnel Records**

(a) After receiving a request from a CUPE employee, the Secretary Treasurer or designate shall grant access to that employee’s file as soon as is reasonably possible.

(b) At no cost to the Board an appropriate Board official, and if requested by the employee a CUPE representative shall be present when an employee reviews their file.

(c) An employee shall have the right to make a copy of any material contained in their personnel record.

26.13 **Dues Receipts**

The Board shall include the amount of union dues paid by each Union member in the previous year on the members’ Income Tax (T4) slips.

**ARTICLE 27 – SEXUAL AND PERSONAL HARASSMENT**

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

27.2 No employee shall be subject to reprisal or threat of reprisal as a result of filing a complaint under this clause. It is recognized, however, that false or malicious complaints may damage the reputation or be unjust to other employees and therefore disciplinary action may apply in cases where false or malicious complaints are lodged.
27.3 Complaints of sexual or personal harassment shall be treated in strict confidence by the Board and the Union.

27.4 An employee being harassed shall not be forced to transfer unless the employee specifically consents to the transfer. Such a transfer shall not result in a lesser hourly rate of pay, wages or hours of work.

27.5 In the first instance the alleged complaint shall be dealt with by the Secretary Treasurer or designee and the President of the Union.

27.6 Falsely Accused Employee

(a) When an employee has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and

i) an investigation by the Board has not concluded that the accusation is true; or

ii) an Arbitrator considering discipline or dismissal of the employee finds the accusation to be false; the employee shall be entitled to assistance from the Board as provided in this Article.

(b) The employee and the employee’s family shall be entitled to all reasonable specialist counselling and/or medical assistance to deal with negative effects of the allegations.

(c) The employee shall be assisted to the fullest extent possible by the Board in ensuring successful return to their duties. This shall include any necessary leave of absence with pay, upon receipt of medical certificate; first priority for transfer to any vacant position requested by the employee, for which the employee is qualified; and, where requested by the employee, provision of factual information to parents by the Board.

(d) The disposition of the student making the false accusation shall be made by the Board in consultation with any agency, group or individual the Board deems appropriate. The CUPE Local 593 President shall be consulted as part of this process.

ARTICLE 28 – CALCULATION OF EXCLUDED EMPLOYEES SENIORITY

28.1 An employee who was originally employed within the CUPE bargaining unit, who later assumes an excluded position and chooses to return to their bargaining unit position within twelve (12) calendar months of commencing in the excluded position, will be able to return to the bargaining unit with no interruption to their bargaining unit seniority. During that period, the employee will be required to pay dues and assessments to the Union. After such twelve (12) month period, the employee will lose their seniority.
28.2 An excluded employee may return to a bargaining unit position only by following the regular posting procedures and will be considered an external applicant.

28.3 If an excluded employee who was originally employed within the CUPE bargaining unit returns to a bargaining unit position (per Article 28.2), they shall have their previous seniority reinstated. However, the employee’s years of service with the Board will be recognized for purposes of benefits calculation (Article 14 – Vacation, Article 15 – Sick Leave Provisions and Article 21 – Health and Welfare Benefits).

28.4 If an employee is the successful applicant to a temporary excluded position they shall retain but not accrue seniority during the temporary assignment. However, upon their return to the bargaining unit, the employee’s years of service with the Board will be recognized for the purposes of benefits calculation (Article 14 – Vacation, Article 15 – Sick Leave Provisions and Article 21 – Health and Welfare Benefits). During that temporary period the employee will be required to pay dues and assessments to the Union. At the end of the temporary assignment, the employee shall return to their previous position and all other employees temporarily transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority, benefits or wages.

28.5 The temporary period shall not exceed twelve (12) months unless such period is extended by mutual consent, in writing, by both parties.

ARTICLE 29 – WAGES

29.1 The schedule of wages, classifications, special provisions and hourly rates for all employees of the Board covered by this Agreement shall be in accordance with the Wages Schedule attached hereto and forming part of this Agreement.

Definition

“Cents across the board” is percent (%) of payroll divided among the members such that each member receives the same number of cents per hour increase.

“Across the Board” increase is the amount of money in percent (%) of payroll the employer pays for the wage/salary increase(s) in each year.

SPECIAL PROVISIONS

1. Building Service Workers

(a) Part time Building Service Workers shall be allowed not less than two (2) weeks in the summertime for extra cleaning required at the end of the school year.
(b) It is agreed that the Building Service Worker Time Allotment Formula as prepared by management is intended as a general guideline only. A Building Service Worker may appeal the time allotted under the Building Service Worker Time Allotment Formula.

(c) Building Service Workers may change their start time on non-instructional days when no students are in school (with the exception of winter, spring and summer breaks) provided each of the following are given consideration:

i) The Building Service Worker will give to the principal a Shift Change Request Form no less than three (3) working days before the date of proposed change in hours of work

ii) It is agreeable to the principal of the school(s) in which the Building Service Worker works

iii) Following approval by principal, the approved Shift Change Request Form will be forwarded to the supervising manager

iv) The facility is not in use by a school or external group(s)

v) The proposed change in hours of work does not interfere with completion of any aspect of the duties which must be fulfilled by the Building Service Worker

vi) The number of hours of work put in regular shift be fulfilled by the Building Service Worker.

(d) Building Service Worker weekend shifts for Heritage Park Centre (HPC) shall be assigned on the following basis:

i) All regularly scheduled weekend day shifts shall be paid at the employee's regular rate of pay for that position. The shift premium specified under Article 12.13 of the collective agreement shall be applied to all hours worked on Saturday and/or Sunday

ii) All regularly scheduled weekend shifts shall not exceed eight (8) hours per day inclusive of an one-half (½) hour meal break

iii) The parties agree to the following exemptions:
- Article 12.1 – Excluding “Monday to Friday inclusive” and
- Article 12.10 – Overtime during the week shall be shared equally while overtime on Saturday and Sunday shall be assigned to the incumbents of the weekend shifts. Overtime not covered by the incumbents of the weekend shifts will be assigned to other Building Service Worker staff at the HPC.
2. **Bus Drivers**

(a) Bus driver’s daily guarantee is four (4) hours per day based on two (2) hours pay at the employee’s regular rate in the morning and two (2) hours pay at the employee’s regular rate, returning the pupils in the afternoon.

(b) Bus drivers shall receive a shift differential of three (3%) percent of their hourly rate for the first four (4) hours of the driver’s regular shift assignment.

(c) Up to a maximum of twenty-four (24) work hours will be made available to each bus driver from September 1st to the first day of school and/or during Spring Break. The scheduling and nature of such work hours shall be determined by the Transportation Manager or designate. All other time not worked will be taken as vacation and/or as leave without pay.

(d) Bus drivers will be paid a meal allowance as per Board policy when a bus trip is scheduled during evening meal time after 6:00 pm.

(e) Bus drivers shall be paid on the basis of eighty-seven (87) hours per month for ten (10) months per year, and shall receive the wage rates, conditions of employment, benefits and prerequisites specified in this Collective Agreement.

(f) Bus drivers when driving extra trips of more than one (1) days duration shall receive eight (8) hours per day, at prevailing rates, while on stand-by (8:00 a.m. to 5:00 p.m.), exclusive of one (1) hour meal time, plus expenses for meals and accommodation as per Board policy.

(g) The following additional special provisions shall be applied to the bus drivers when they are called out for school student activities:

i) For the purpose of definition, a bus driver’s “working day” shall be that period from the commencement of their initial bus run to pick up students in the morning and the completion of their bus run returning those students in the afternoon.

ii) During their “working day”, a bus driver when scheduled for an extra trip shall be paid a minimum of two (2) hours pay at the prevailing hourly rate. Overtime rates will apply as soon as a bus driver exceeds eight (8) hours work during their “working day”.

(h) Late night runs and academies will be assigned to a regular bus run. All extra bus trips will be assigned on a rotational basis, starting with the senior driver. All drivers who choose an extra run which results in the relinquishing of their regular shift shall have hours worked beyond four (4) hours that day recorded as extra shift hours.
(i) In instances where the Board decides to utilize its school buses for:

  i) School activities and

  ii) For travel on Saturday and/or Sunday – then the following rates will apply:
      1) First eight (8) hours – straight time regular rate
      2) Next two (2) hours – One and one half (1½) times regular rate
      3) Ten (10) hours or more – Two (2) times regular rate

  iii) There will be a guaranteed eight (8) hour day for such work

 iv) Bus driving hours on Saturday and Sunday shall not be used to calculate normal overtime provisions; specifically eight (8) hours in a day or forty (40) hours in a week.

(j) Bus drivers shall have the right to claim bus routes according to seniority.

(k) Bus drivers will be given the opportunity to wash the exterior and interior of school buses at the regular bus driver's rate with the frequency of washing to be at the sole discretion of the Transportation Manager or designate.

(l) All bus driver's extra time worked shall be recorded on the board in the bus garage at equivalent straight time hours i.e. one hour worked at double time equals two (2) hours straight time.

(m) Extra trips shall be equalized at the end of each semester (September 1 to December 31, January 1 to March 31, April 1 to June 30).

The spread of hours worked among the drivers at the end of each semester shall not be greater than ten (10) hours.

3. **Bus Driver/Mechanic or Transportation Foreman**

The bus driver/mechanic shall be paid at the same rate as Mechanic.

A bus driver/mechanic or Transportation Foreman who is awarded and works extra trips outside their regular scheduled hours will be paid the Bus Driver hourly rate.

4. **Grounds**

A bonus of $0.40 per hour shall be paid for eight (8) hours in any day for weed spraying by employees with the required ticket in categories Grounds Foreman, Grounds 1, Grounds 2 and Labourer.
5. **Supervision Assistants**

(a) The rate includes nine percent (9%) payment of their hourly rate in lieu of vacation pay, statutory holidays, and paid leaves of absences. Leaves of absence will be granted at no cost to the Board.

(b) A Supervision Assistant’s primary function is providing supervision during the noon hour period. Any additional supervision needs, e.g. supervision before and after school and supervision during recess periods, shall be scheduled in no less than fifteen (15) minute increments.

(c) The Board shall pay wages to Supervision Assistants monthly. Wages shall be paid on the fifth working day of each month.

(d) It is recognized that teachers may also provide supervision pursuant to the School Act. This clause is not applicable to these persons.

(e) Supervision Assistants shall not be paid overtime as a result of work performed by them as a Supervision Assistant.

(f) Supervision Assistants shall be classified as term employees.

(g) The successful applicants to the position of Supervision Assistant shall be placed on trial for a period of three (3) calendar months.

(h) Seniority for Supervision Assistants is applied on a classification only basis. Seniority shall be accumulated on the basis of days and be effective from the date of employment and maintained as a separate list.

(i) Employees shall be entitled to use their seniority for the following purposes:
   i) call to work within supervision assistant classification
   ii) location of shift preference within supervision assistant classification vacancies.

(j) Seniority accumulated as a supervision assistant shall not be considered in job postings for other job classifications within the bargaining unit. A supervision assistant with the required knowledge, ability and skills, for a position in another classification will be considered before an external applicant.

(k) Substitute and temporary Supervision Assistants shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.

(l) When a Supervision Assistant is the successful applicant to a regular or term position, their seniority as a Supervision Assistant shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula:

\[
\text{four (4) days worked} = \text{one (1) day of seniority}
\]

(m) The employer shall twice yearly, in January and September, update the seniority list and post with a copy to the Union.
(n) Regular part-time employees who, in addition to their regular part-time position, are successful applicants for the position of supervision assistant shall be subject to the terms and conditions as listed in this clause for the hours worked in the supervision assistant position only. Such employees, while working in the regular part-time position, shall be subject to the terms and conditions of the collective agreement.

(o) Only the following Articles apply to supervision assistants:

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SIGNATORIES

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS

on the 16 day of November, 2014

THE CORPORATE SEAL OF THE
BOARD OF EDUCATION SCHOOL DISTRICT NO. 75 (MISSION)
has hereunto affixed in the presence of:

Bill Fletcher, Superintendent

Wayne Jefferson, Secretary-Treasurer

SIGNED ON BEHALF OF
THE CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 593)

George Forsythe, President

Lynn McCaw, Vice-President
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LETTER OF UNDERSTANDING
REIMBURSEMENT OF SICK LEAVE

The parties agree that when a Union Executive member is away from the work site on sick leave, and, where the sick leave does not incapacitate the employee and is not contagious to others, and, prohibits the employee from performing their regular job duties, the executive member be permitted to perform their Union duties while on sick leave.

The following outlines the process for reporting and reimbursing the sick time used for the purpose stated above:

1. For the purposes of this Letter of Understanding, Article 15.5 shall not apply.

2. The Union will be responsible for notifying the appropriate employee supervisor of its intent to utilize an executive member while on sick leave.

3. The employee will submit and attach to the time sheet, a Leave of Absence form, approved by the Union President or designate.

4. The time sheet shall reflect the total hours during the applicable pay period for which the employee was performing union functions while on sick leave.

5. The employer shall invoice the Union for the total hours reported and applicable benefit costs.

6. Upon receipt of payment from the Union, the employer shall credit the employee’s sick leave bank for the total hours reimbursed.

Agreed this 25th of June, 2014

For the Employer

For CUPE Local 593

Wayne Jefferson
Secretary-Treasurer

George Forsythe
President

Created: March 30, 2000
Renewed: January 25, 2013
Renewed: June 25, 2014
LETTER OF UNDERSTANDING
CALL OUT PROCEDURE FOR LAID-OFF AND SUBSTITUTE EMPLOYEES

1. This Letter of Understanding commits the parties to establish trial procedures for substitute call outs before May 30, 2012.

2. This LOU is without prejudice to the Estoppel Notice dated June 30, 2010, bargaining proposals from both parties, any related grievances and the recommendations in the Industrial Inquiry Commission II as they may apply.

3. A joint union management committee of no more than three (3) representatives from CUPE 593 and three (3) representatives from the Employer will work to establish call out procedures for each of the following classification groups:
   - Building Service Workers
   - Education Assistants
   - Secretaries
   - Labourers

4. The joint committee will take into account past practice and employer operational needs for each classification group. This may include jointly interviewing and gathering information from employees currently responsible for substitute call outs.

5. The following principles will guide the committee during the trial procedure understanding there may be differences in call out procedures based on the classifications noted above:

   (a) During the school year, in each classification group, call out priority order will be:

   i) Qualified laid off regular and term employees, by seniority and by rotation
   ii) Qualified regular and term employees with part-time work assignments less than one hundred percent (100%) of their pre-layoff position for a four (4) year period from the date of layoff. Extension by mutual agreement will not be unreasonable denied. Work will be offered up to a maximum of the employee’s pre-layoff position by seniority and by rotation
   iii) Qualified substitute employees (casuals) in accordance with the Collective Agreement. Without foregoing its rights under the Collective Agreement, the Employer will continue its practice of conducting call outs by rotation as it is both practical and efficient. The Employer will select employees out of rotational order as deemed necessary. When time permits, the Employer will notify the Union when conducting call outs out of rotational order.
(b) Outside school year, in each classification group, call out priority order will be:

i) Qualified regular term employees who have requested to be placed on the substitute list during the non-teaching periods will be called for work by seniority and by rotation.

ii) Qualified substitute employees (casuals) in accordance with the Collective Agreement. Without foregoing its rights under the Collective Agreement, the Employer will continue its practice of conducting call outs by rotation as it is both practical and efficient. The Employer will select employees out of rotational order as deemed necessary. When time permits, the Employer will notify the Union when conducting call-outs out of rotational order.

iii) A qualified regular or term employee will be called before a casual to cover hours at their current worksite.

6. The trial procedures will be reviewed six (6) months after implementation. Any renewal, including amendments will be by mutual consent, understanding the long-term intent is to establish a call out procedure.

Agreed this 25th day of June, 2014

For the Employer

Wayne Jefferson
Secretary-Treasurer

For CUPE Local 593

George Forsythe
President
LETTER OF UNDERSTANDING
STRONG START

Between
The British Columbia Public School Employers' Association
Accredited for and Representing
The Board of Education of School District No. 75 (Mission)
(hereinafter referred to as the "Employer")
And Canadian Union of Public Employees, Local No. 593 (Mission School District
Employees) (hereinafter referred to as the "Union")
Voluntary Inclusion of Strong Start Coordinator as part of
The Canadian Union of Public Employees Local No. 593

The terms set out below represent full and final settlement of the grievance dated 07-03-30
(Union File Number) between the parties who are signatories to this Letter of Understanding
with respect to including the position of Strong Start Coordinator into the bargaining unit
represented by the Union.

It is understood and agreed that the obligations of the signatories to this Letter of Understanding
shall be of no force and effect unless the terms and conditions set out herein are ratified by the
Employer, the British Columbia Public School Employers' Association and the Union.

1. The Employer has agreed to the inclusion of the Strong Start Coordinator position within
the bargaining unit represented by CUPE Local 593. The Union has agreed to the
necessary amendments to the Collective Agreement to recognize the distinct character of
the pre-school Strong Start program. In extending this voluntary recognition the
Employer does not concede it was obliged to post and fill the initial position under the
Collective Agreement. It extends recognition without prejudice to the stand it may take
in the creation of new positions, other than the position of Strong Start Coordinator, in
the future.

2. With the inclusion of the current and future Strong Start Coordinator positions under the
Collective Agreement, the Employer has set the knowledge, ability and skills in the
attached Schedule 1. The Union acknowledges the Employer's right to set these
qualifications, experience, skills and abilities and agrees that the qualifications
established in Schedule 1 are fair and equitable. It is understood that any future variation
of the qualifications, experience, skills and abilities by the Employer will be subject to
challenge if the Union does not believe the variation is a proper exercise of management
and contractual rights under the Collective Agreement.

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3. In the interim, the Union and Employer have agreed to the transitional arrangement for the incumbent employees in the attached Schedule 2.

4. In recognition of the character of the Strong Start program, similar to the recognition given to the distinct character of some other programs and positions under the Collective Agreement, the Union and Employer have agreed to amend Article 11, Layoffs and Recalls, by adding Article 11.2 (d) as in the attached Schedule 3.

5. The daily operation of the Strong Start program does not mirror the K-12 education programs or the school day. The Union and Employer have agreed to recognize this in the application and administration of Article 12.15, Four Hour Minimum Work Day, of the Collective Agreement. Pursuant to Article 12.15, Four Hour Minimum Work Day, 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 Centre, the four (4) hour minimum shift shall be interpreted as an average four hours work daily over the course of a four (4) week period. The parties agree that the paid rest period contemplated by Article 12.18 shall be taken during times that will not interfere with the operation of the Strong Start Centre.

6. The Strong Start Coordinator(s) will take their annual vacation when the program is not operating.

7. The Union and the Employer agree that this Letter of Understanding will continue until such time as the Union and the Employer agree to terminate or amend the Letter of Understanding.

Schedule 1

Article 10.5 Method of Making Appointments

Without limiting management’s right to establish or vary the knowledge, ability, and skills required for the position under Article 10.5, the required knowledge, ability and skills that must be demonstrated for the position of Strong Start Coordinator include:

1. A current BC Early Childhood Education certificate from a recognized post secondary institution
2. A Community Care Facilities Branch B.C. License to Practice
3. Currency with early learning and child care issues
4. A valid Child Safe First Aid Certificate
5. A clear Criminal Record Review, completed prior to hiring
6. A minimum of 2 years recent demonstrated work experience in early childhood education, teaching, recreation, social work, community development
7. Training and/or experience working with children aged 0-5
8. Ability to work effectively with a variety of parents, caregivers, children, professionals and community members
9. Knowledge of child development, family dynamics, community resources and early learning
10. Candidates will have experience in a variety of settings working with diverse ethnic populations
11. Experience in creating, planning, implementing and budgeting for a parent participation early learning program
12. Strong verbal and written communication skills
13. Good organization and planning skills
14. Knowledge of the socio-economic characteristics of this community
15. A class 5 driver’s license and access to own vehicle
16. An understanding of and a commitment to quality early learning
17. Credibility with and an ability to work effectively with and proactively establish positive working relationships with a variety of parents, children, volunteers, professionals, community agencies and partners and community members
18. Ability to work proactively and in a self directed manner to foster an atmosphere of trust and respect, to promote awareness of early learning issues and to promote and market the Strong Start Program as required
19. Such other qualifications, skills and abilities as may be required to meet Ministry requirements or the terms of the Strong Start contract

Schedule 2

Transitional Agreement with respect to the incumbent

The parties agree that the incumbent Strong Start Coordinators shall be recognized as regular employees of Mission Public Schools within the CUPE Local 593 bargaining unit who will continue to be paid at the rate set out in their current contract of the employment with the School District until such time the Joint Job Evaluation Committee is able to meet and review the job description and wage rate. Any new rate of pay shall be effective on the date it is established by the JJEC.

Dated this 25th day of June, 2014.

For the Employer

Wayne Jefferson
Secretary-Treasurer

For CUPE Local 593

George Forsythe
President

Created on: September 30, 2009
Renewed: June 28, 2011
Updated: June 25, 2014
LETTER OF UNDERSTANDING

SETTLEMENT WORKER IN SCHOOLS

Between

The British Columbia Public School Employers’ Association

Accredited for and Representing

The Board of Education of School District No. 75 (Mission)

(hereinafter referred to as the “Employer”)

And

Canadian Union of Public Employees, Local No. 593 (Mission School District Employees)

(hereinafter referred to as the “Union”)

Voluntary Inclusion of Settlement Worker in Schools as part of

The Canadian Union of Public Employees Local No. 593

The terms set out below represent full and final settlement of the grievance dated 08-10-14 (Union File Number) between the parties who are signatories to this Letter of Understanding with respect to including the position of Settlement Worker in Schools into the bargaining unit represented by the Union.

It is understood and agreed that the obligations of the signatories to this Letter of Understanding shall be of no force and effect unless the terms and conditions set out herein are ratified by the Employer, the British Columbia Public School Employers’ Association and the Union.

1. The Employer created the position of Settlement Worker in Schools responsible for the delivery of a range of outreach and on-site support services to district staff to assist with the successful integration of first year (and others as needed) newcomer students and families within the district under the direction of the Director of Instruction – Student Services or designate. The employer identified the requisite qualifications, fitness and abilities consistent with the program objectives and direction of the Ministry of Education.

2. The Employer has agreed to the inclusion of the Settlement Worker in Schools position within the bargaining unit represented by CUPE Local 593. The Union has agreed to the necessary amendments to the Collective Agreement to recognize the distinct character of the Settlement Worker in Schools program. In extending this voluntary recognition, the Employer does not concede it was obliged to post and fill the initial position under the Collective Agreement. It extends recognition without prejudice to the stand it may take in the creation of new positions, other than the position of Settlement Worker in Schools, in the future.
3. With the inclusion of the current and future Settlement Worker in Schools position under the Collective Agreement, the Employer has set the knowledge, ability and skills in the attached Schedule 1. The Union acknowledges the Employer’s right to set these qualifications, experience, skills and abilities and agrees that the qualifications established in Schedule 1 are fair and equitable. It is understood that any future variation of the qualifications, experience, skills and abilities by the Employer will be subject to challenge if the Union does not believe the variation is a proper exercise of management and contractual rights under the Collective Agreement.

4. In the interim, the Union and Employer have agreed to the transitional arrangement for the incumbent employees in the attached Schedule 2.

5. In recognition of the character of the Settlement Worker in Schools, similar to the recognition given to the distinct character of some other programs and positions under the Collective Agreement, the Union and Employer have agreed to amend Article 11, Layoffs and Recalls, by adding Article 11.2 (d) as in the attached Schedule 3.

6. The schedule and hours of work are outlined in Schedule 4.

7. The Settlement Worker in Schools will take their annual vacation when the program is not operating.

8. The Union and the Employer agree that this Letter of Understanding will continue until such time as the Union and the Employer agree to terminate or amend the Letter of Understanding.

Dated this 25th day of June, 2014.

For the Employer

Wayne Jefferson
Secretary-Treasurer

For CUPE Local 593

George Forsythe
President

*Created on: October 23, 2012
Renewed: June 15, 2014*
Schedule 1

Article 10.5 Method of Making Appointments

Without limiting management’s right to establish or vary the knowledge, ability, and skills required for the position under Article 10.5, the required knowledge, ability and skills that must be demonstrated for the position of Settlement Worker in Schools include:

1. Completion of a Social Sciences degree or equivalent post-secondary diploma and experience
2. Minimum of 2-3 years full time experience working with multicultural communities and families living in poverty
3. Knowledge of immigrant settlement issues and referral resources
4. Ability to work effectively with a variety of parents, caregivers, children, professionals and community members
5. Experience in creating, planning, implementing and budgeting for the program
6. Ability to write proposals and apply for grants
7. Ability to write action plans
8. Working knowledge of a minimum of one additional language required, preferably Punjabi, Farsi, Arabic, Spanish or Chinese
9. Strong verbal and written communication skills
10. Good organization and planning skills
11. Knowledge of the socio-economic characteristics of this community
12. A class 5 driver’s license and access to own vehicle
13. Credibility with and an ability to work effectively with and proactively establish positive working relationships with a variety of parents, children, volunteers, professionals, community agencies and partners and community members and market the Settlement Worker in Schools program as required
14. Excellent computer skills and ability to work with a variety of software
15. Such other qualifications, skills and abilities as may be required to meet Ministry requirements or the terms of the Settlement Worker in Schools contract
16. Ability to work evenings and weekends
17. A clear Criminal Record Review, completed prior to hiring.

Schedule 2

Transitional Agreement with respect to the incumbent

The parties agree that the incumbent Settlement Worker in Schools shall be recognized as term employees of Mission Public Schools within the CUPE Local 593 bargaining unit who will continue to be paid at the rate set out in their current contract of the employment with the School District until such time the Joint Job Evaluation Committee is able to meet and review the job description and wage rate. Any new rate of pay shall be in compliance with the Letter of Understanding between SD#75 (Mission) and CUPE Local 593 Re: Pay Equity Implementation and Maintenance Agreement.
Schedule 3

The following provisions are added to the Collective Agreement

Article 11.2 (c)

The Board reserves the right to deny an employee to bump into a Strong Start Coordinator position or Settlement Worker in Schools position if this would create a negative impact on the programs.

Schedule 4

The following provisions are added to the Collective Agreement

Article 12

Pursuant to Article 12, Hours of Work, the parties agree that having regard to the unique nature of the position of Settlement Worker in Schools and the needs of the program, there is a requirement for flexibility in scheduling the hours of work from Monday to Sunday, with the incumbent in the position taking two consecutive days off. The hours of work shall be scheduled between 8:00 am and 9:00 pm Monday to Friday; and between 8:00 am and 4:30 pm Saturday and Sunday. This flexibility in scheduling the hours will require the employee(s) to be available for work on Saturday and Sunday. A full time Settlement Worker position is defined as thirty-five (35) hours per week.

All time worked in excess of seven (7) hours in any one day, exclusive of meal time, or thirty-five (35) hours in any one week shall be paid at time and one-half (1½) the regular hourly rate for the first two (2) hours and double the regular hourly rate thereafter.
Provincial Framework Agreement ("Framework")

between

BC Public School Employers’ Association ("BCPSEA")

and

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

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

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

1. Term

July 1, 2014 to June 30, 2019.

2. Wage Increases

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

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

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

3. Employee Support Grant

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

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

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

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

   a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs

   b) a study of the potential for regionalization of wages

   c) an exploration of the potential for a standardized extended health and dental benefit plan

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

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

   f) skills enhancement for support staff

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

6. Education Assistants Committee

   a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.

   b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.

   c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.

   d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.

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

7. Learning Improvement Fund – Support Staff

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

a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.

b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.

c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.

d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA’s in circumstances of changing enrollment throughout the school year.

e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA’s are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.

f) SSEAC will receive the jointly agreed plans from school districts and locals.

g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.

h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.

i) If permitted by legislation and regulation, a one-time allocation of $2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.
8. PEBT

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

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

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

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

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

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

9. Shared Services

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

10. Demographic, Classification and Wage Information

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

11. Standardized Job Evaluation Study

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

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

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

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

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

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

13. Provincial Bargaining

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

14. Unpaid Work

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

15. Workload Concerns

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

16. Modified Calendar

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

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.
Dated this 7th day of June, 2014.

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

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LETTER OF AGREEMENT

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

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.


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

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

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

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

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

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

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

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

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

Annual Calculation and publication of the Economic Stability Dividend

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

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

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

7. For greater clarity and as an example only:

   For collective agreement year 3 (2016/17):

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

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

Allowable Method of Payment of the Economic Stability Dividend

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

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

And:

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

Re: Employee Support Grant for May/June 2014

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA during May and June 2014 as set out in this letter.

2. Subject to the terms of this Letter:

(a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.

(b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.

(c) If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.
Original signed on June 7th, 2014 by:

Renee Del Regro
BCPSEA

Marcel Marsden
K-12 Presidents' Council

Peter Fass
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:

Reno Del Regro
BCPSEA

Marcel Morrelisis
K-12 Presidents' Council

Phyllis Faucher
Ministry of Education on behalf of Her Majesty in Right of the Province of BC
APPENDIX C

Provincial Support Staff Extended Health Benefit Plan

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

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

Terms of Reference:

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

2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.

3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.

4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.

5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.

6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.

7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of $3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.

8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.
9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13th, 2014 or a mutually agreed upon day.
APPENDIX D

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

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

RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities

WHEREAS:

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

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

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

THEREFORE:

The parties hereby agree as follows:

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

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

4. This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 7th, 2014 by:

[Signatures]

Renee Del Rego
BCPSEA

Maree Marsclair
Support Staff Unions

[Signature]

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