COLLECTIVE AGREEMENT

between

THE BOARD OF SCHOOL TRUSTEES OF

SCHOOL DISTRICT NO. 87 (STIKINE)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3234

JULY 1, 2014 TO JUNE 30, 2019

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AGREEMENT BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)

(hereinafter called the "Board")

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3234

(hereinafter called the "Union)

ARTICLE 1 PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

(a) To seek to maintain and improve harmonious relations between the Board and the Union.

(b) To recognize the mutual value of joint discussions and negotiations with regard to wages, hours of work and working conditions.

(c) To facilitate the peaceful adjustment of all disputes and grievances.

(d) To promote the morale, well-being and security of all employees in the bargaining unit.

(e) To encourage efficiency in operations.

(f) To recognize the principle of equal pay for equal work.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Management and Direction

The management, operation, direction and promotion of the work force is vested exclusively in the Board, subject to the terms of this Agreement.

2.02 Supervisory Staff

The selection and promotion of bargaining unit personnel to supervisory positions shall be entirely a matter for the Board's decision.

2.03 Board Exercising its Rights

The Board shall exercise its rights in a reasonable manner.

2.04 Board Shall Not Discriminate

The Board agrees that there shall be no discrimination exercised or practised with respect to any employee in the administration of this Collective Agreement by reasons covered by the BC Human Rights Act, the Canadian Human Rights Act, the Canadian Charter of Rights nor by reasons of his membership in the union.

ARTICLE 3 RECOGNITION AND NEGOTIATION

3.01 Recognition

The Board recognizes the Canadian Union of Public Employees and its Local 3234 as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Industrial Relations Council.

3.02 No Other Agreements

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

3.03 Representative of Canadian Union

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

3.04 Representation

The Union shall supply the Board with the names of its Officers. Likewise, the Board shall supply the Union with a list of its supervisory personnel.

3.05 No Strike or Lockout

The Union agrees that during the term of this Agreement, as a result of a dispute, there shall not be any strike, stoppage of work or slowdown in the Board's operation. The Board agrees that during the term of this Agreement, there shall be no lockout of its employees.

ARTICLE 4 UNION MEMBERSHIP REQUIREMENT

4.01 Union Membership

All employees who, at the date of signing of this Agreement are members of the Union, or any employee who hereafter during the life of this Agreement becomes a member, shall as a condition of continued employment within the bargaining unit maintain membership in good standing with the Union.

New employees commencing employment with the Board, in positions covered by this Collective Agreement, shall become members of the Union effective from their date of hire.

ARTICLE 5 CHECK-OFF OF UNION DUES

5.01 Check-off Payments

As a condition of employment, every employee shall sign a check-off form authorizing the Board to deduct from their earning and pay to the Union any Union dues. Dues deductions shall commence upon the date of hire of a new employee. The Board shall remit the dues deducted pursuant to such assignment to the Treasurer of the Union not later than fifteen (15) days following the date upon which deductions were made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

5.02 **Dues receipts**

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

ARTICLE 6 NEW EMPLOYEES

6.01 **Copy of the Collective Agreement**

The Board agrees to advise new employees that a Union Agreement is in effect, and shall provide them with a copy of the Collective Agreement.

ARTICLE 7 CORRESPONDENCE

7.01 **Communication between the Union and the Board**

All communications between the Union and the Board shall pass to and from the Secretary-Treasurer of the Board and the Secretary of the Union.

ARTICLE 8 LABOUR MANAGEMENT LIAISON MEETINGS

8.01 **Joint Labour Meetings**

The Board or the Union may request a joint meeting to discuss matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement. The Committee shall not supersede the activities of other committees and does not have the power to bind either the Union or its members or the Board to any decision.

8.02 **Change to Wages, Hours, or Benefits**

A meeting shall take place between the parties before any reduction in hours or wages, or alteration of benefits shall be implemented.

ARTICLE 9 LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 **Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed of not more than three (3) members of the Union. The Union shall advise the Board of the members on the Committee at least thirty (30) days prior to the commencement of negotiations.

9.02 **Function of the Bargaining Committee**

The Union Bargaining Committee shall be responsible for negotiating with the Board to establish wages, hours of work and other working conditions.

9.03 Time Off for Negotiation Meetings

(a) Upon requesting leave, up to three (3) representatives of the Union Bargaining Committee, who are in the employ of the Board, shall be granted leave to attend negotiation meetings with the Board.

(b) The Board shall make available to the bargaining unit a maximum of eighty (80) hours during each Collective Agreement of release time for the preparation and negotiation of the subsequent Collective Agreement. Representatives of the Union Bargaining Committee shall receive their normal salary and benefits for release days taken.

(c) Leave requests shall be submitted to the employee's immediate supervisor at least three (3) working days prior to negotiation meetings.

(d) The Employer may refuse a leave of absence request by any member of the Union Bargaining Committee where:

(i) more than one member comes from the Maintenance Department;
(ii) duties of the members overlap.

ARTICLE 10 EMPLOYEE DEFINITIONS

10.01 Probationary Employee

A probationary employee shall be defined as a newly hired person who is serving a probationary period up to and including sixty (60) working days or three (3) months, whichever is less, for an appointment as a regular employee in a position with the Board.

If the Board proposes an extension to the probationary period, such a proposal shall be sent, in writing, to the Union, with a copy to the employee and shall detail:

(a) the length of the proposed extension;
(b) the reasons for such extension;
(c) the plan of action to help the employee successfully complete the probationary period;

The probationary period shall only be extended once.

During the probationary period, an employee may be discharged if he is unsuitable for status as a regular employee.

10.02 Casual Employee

A casual employee shall be defined as a person who works from time to time, on an on call basis, but does not work on regularly scheduled shifts.

Casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, secondary seniority as per Article 15.02, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes. Casual employees shall receive the pay increment upon completion of sixty (60) working days.

10.03 Temporary Employee

A temporary employee shall be hired as a replacement necessitated by illness, injury, leave of absence, vacation, or temporary filling of a vacancy, with an anticipated termination date. Temporary employees shall be placed on the seniority list on completion of sixty (60) consecutive days worked. Temporary employees shall be eligible for all benefits as provided by the Collective Agreement as allowed for by the benefit carriers.

10.04 Regular Employee

A regular employee shall be defined as a person who has satisfactorily completed the probationary period with the Board and who is employed on a regular full-time or part-time basis.

10.05 Special Education Assistant

A Special Education Assistant (SEA) shall be defined as a person appointed to help assist with children who have special education needs, as defined by current Ministry funding guidelines. SEA's shall be entitled to all provisions of this agreement, except Article 16 - Promotions and Staff Changes and Article 17 - Layoffs and Recalls.

Layoffs and Rehiring, Promotions and Staff Changes shall be applied according to Article 11 - Special Education Assistants.

ARTICLE 11 SPECIAL EDUCATION ASSISTANTS

The articles of this Collective Agreement that apply to Special Education Assistants (SEA) are those articles defined in Article 10.05, this section is applicable to SEA's only.

11.01 Layoffs and Rehiring

(a) Students that are classified as special needs students, as determined by current Ministry funding guidelines, shall have the right to Special Education Assistance.

(b) In the event that a SEA position is eliminated, the employee shall be placed on a Layoff List, within that community, and offered a temporary SEA position if available or a regular SEA vacancy, as they arise, in accordance with the employee's qualifications, appropriateness, and seniority.

(c) Employees shall remain on the SEA Layoff List until appointed to another regular position, or until they refuse one (1) SEA position for which they are qualified, or until twelve (12) months pass.

11.02 Reduction of a Regular Position's Hours

In the event that a SEA's assigned hours in a regular position are reduced by five (5) hours or more per week, the employee shall have the option of:

(a) accepting the reduction in the remaining position;

(b) vacating the position and going on the Layoff List under the provision of 11.01 (c) above.

11.03 SEA's No Longer Required

Should the student(s) to whom the SEA is assigned move or no longer require special services, as determined by the Board, the SEA shall be placed on the Layoff List as described in 11.01 (b).

11.04 Promotion and Staff Changes

Vacant Special Education Assistant positions shall be posted on all bulletin boards within the community schools for a minimum of five (5) working days. Such notice shall contain the following information for each of the positions:

- required knowledge and education, special abilities and skills.

Appointments shall be made, taking into consideration required qualifications, appropriateness and ability as well as the seniority of the applicant.

Copies of all school postings shall be forwarded to the Secretary of the Union.

11.05 SEA's Student is Absent

When the student to whom the employee is assigned is absent the employee shall be offered such temporary SEA work or other duties assigned in accordance with their qualifications, appropriateness and seniority.

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, a Steward may assist an employee whom the Steward represents in preparing and presenting a grievance, in accordance with the grievance procedure. The usual time for a Steward to assist an employee with a grievance shall be outside of regular working hours.

12.02 Names of Stewards

The Union shall notify the Board in writing of the names of each Steward and the name of the Chief Steward.

12.03 Permission to Leave Work

Union representatives may be permitted time off without loss of pay to handle grievances, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose.

A maximum of two (2) members of the bargaining unit who are requested to attend meetings held during regular working hours, at the request of management, shall have their regular salary and benefits maintained by the Board.

12.04 Grievances and Replies in Writing

Grievances and replies to grievances shall be in writing at Steps 2 and 3.

12.05 Grievances

A grievance is defined as any difference that arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable. Such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

At each step of the grievance procedure the griever shall have the right to be present.

Step 1 - An employee alleging a grievance shall request a meeting with the supervisor to whom the employee is directly responsible, within seven (7) days after the occurrence of the event giving rise to the grievance, and at such meeting they shall attempt to resolve the grievance. The employee may be accompanied at this meeting by a representative of the Union. If no satisfactory resolution is found at this step then the grievance shall be put in writing and the grievance shall proceed to the next step.

Step 2 - Failing a satisfactory settlement within seven (7) working days of the meeting in Step 1, the Union shall, within a further seven (7) days, submit the grievance to the Secretary-Treasurer, or designate, of the Board.

Step 3 - Failing a satisfactory settlement within seven (7) working days of receipt of the grievance in writing by the Secretary-Treasurer, such grievance shall be referred within a further seven (7) working day to a grievance committee comprised of two (2) members each from the Board and the Union. The Committee shall, if it so desires, have its advisors in attendance. Failing a satisfactory settlement within ten (10) working days of the Committee reviewing the grievance, the matter may be referred for resolution to Arbitration.

12.06 Group Grievance

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

12.07 Unsafe Working Conditions

A claim by an employee or a group of employees that they are working under unsafe working conditions shall be investigated as quickly as possible by the Board. No employee shall be required to work on an assignment which is unsafe. Such employee(s) shall not be subject to disciplinary action and temporary alternative work at no loss in pay shall be provided until the matter is resolved.

ARTICLE 13 ARBITRATION PROCEDURE

13.01 Section 103 - Labour Relations Code

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, an arbitrator or a substitute agreed to by the parties, shall at the request of either party

(a) investigate the difference,

(b) define the issue in the difference, and

(c) make written recommendations to resolve the difference.

within 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedure.

13.02 Arbitrator's Procedure

The Arbitrator may determine his own procedure, but shall give full opportunity to all parties to present evidence and make presentations to it. He shall hear and determine the difference or allegation and render a decision within five (5) days from the time of his appointment.

13.03 Arbitrator's Recommendations

The recommendations of the Arbitrator shall be final and binding on all parties, but in no event shall he have the power to alter, modify or amend this Agreement in any respect.

13.04 Expenses of the Arbitrator

Each party shall pay:

one half (½) of the fees and expenses of the arbitrator.

13.05 Amending of Time Limits

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

13.06 Witnesses

At any stage of the grievance or arbitration process, the parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements shall be made to permit the arbitrator to have access to any part of the Board's premises to view the working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Right to Have Union Representative Present

Whenever a supervisor intends to interview an employee for possible disciplinary purposes, or for purposes of suspension or dismissal, and to include a written report in the employee's file, the supervisor shall notify the employee in advance of the purpose of the interview so that the employee may contact his Union representative to be present at the interview. The Union representative shall be present at the interview, as an observer.

14.02 Warnings

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

14.03 Burden of Proof

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

14.04 Designation of Supervisor

Every employee shall be notified, at the time of hire, of the name of his immediate supervisor(s).

14.05 Crossing of Picket Lines During Strike

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

14.06 Personnel File

An employee shall be granted access to his personnel file within a reasonable period upon request to the Board. The employee shall be supervised by a representative of the Board when he is reviewing said file. An employee may copy any document and shall be permitted to respond in writing to any information contained in his personnel file. Such responses shall become part of his file. An employee personnel file is the property of the Board.

ARTICLE 15 SENIORITY

15.01 Principle

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

15.02 Secondary Seniority

(a) Casual and temporary employees shall earn one (1) day or secondary seniority for each shift of portion of shift worked.

(b) Secondary seniority shall be recognized once an employee has worked forty five (45) shifts within any twelve (12) month period.

(c) Secondary seniority shall be for the purpose of applying for a regular or temporary position (via posting) and for the purpose of shift assignment.

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

(e) Once a temporary or casual employee has a regular position and passed the applicable probationary period the employee's total seniority shall be applied retroactively to their hire date as a regular employee plus forty-five (45) working days.

(f) Employees who have recognized secondary seniority shall be offered short-term work for which they are qualified on the basis of their secondary seniority.

(g) An employee shall only lose seniority in the event:

(1) The employee fails to respond to three (3) consecutive call-ins- or call-outs. Casual and temporary employees shall not lose seniority if they are unable to work due to extenuating circumstances.

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

(3) The employee self terminates their employment.

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

15.03 Probation for Newly Hired Employees

For purposes of seniority, a newly hired employee shall be on probation for a period of sixty (60) working days or three (3) months, whichever is less, from the date of hiring. Upon successful completion of the probationary period, an employee's seniority date shall be retroactive to the date of hire in the regular position.

15.04 Seniority List

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Secretary of the Union on October 15th each year, and posted in each school, maintenance shop and the Board office.

15.05 No Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, disability, layoff except as provided in Article 15.06, or leave of absence approved by the Board.

15.06 Loss of Seniority

An employee shall only lose his seniority in the event:

(a) He is discharged for just cause and is not reinstated.

(b) He resigns.

(c) He is absent from work in excess of three (3) working days without notifying his supervisor, or without sufficient cause.

(d) Following a layoff he fails to return to work within fourteen (14) calendar days upon being notified in writing to do so. A mutually agreeable extension between the employee and his immediate supervisor may be granted due to extenuating circumstances. It shall be the responsibility of the employee to keep the Board informed of his current address.

(e) He is laid off for a period longer than twelve (12) months.

15.07 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority up to the date of leaving the unit, for a period of sixty (60) working days, or three (3) months, whichever is greater.

ARTICLE 16 PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

(a) When a vacancy occurs in any classification covered by this Agreement, notice thereof shall be posted for five (5) working days in each school, maintenance shop and the Board office and a copy shall be mailed to the Secretary of the Union. All positions may be advertised externally, concurrent with the internal job posting. Such postings and notice shall contain the following information: nature and location of the position, hours of work, wage rate or salary range, and closing date for accepting applications. Applications by facsimile will be accepted.

(b) If a vacancy occurs while school is not in session, the district administration shall make a reasonable attempt to contact those employees who have expressed an interest in changing positions.

(c) It is the responsibility of the employee to provide in writing a telephone number where they may be contacted should a vacancy occur during school closure.

16.02 Temporary Vacancies

(a) This Article shall not apply to temporary replacements necessitated by illness, injury, Leave of Absence, vacation or temporary filling of vacancies. An employee who has been filling a temporary vacancy shall not be confirmed as permanently assigned to that position until the job has been posted and the successful applicant selected in accordance with this Article.

(b) The Board shall post any vacancy that is expected to continue in excess of fifty (50) working days.

(c) Temporary employees shall receive the pay increment upon completion of sixty (60) working days or three (3) months, whichever is less. The probationary appointment may be extended in accordance with Article 10.01 - Probationary Appointment.

16.03 Trial Period

If the successful applicant is a regular or temporary employee, he shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory performance, such trial promotion or transfer shall become permanent after the period of sixty (60) working days.

If the Board proposes an extension to the trial period, such a proposal shall be sent, in writing, to the Union, with a copy to the employee and shall detail:

(a) the length of the proposed extension;

(b) the reasons for such extension;

(c) the plan of action to help the employee successfully complete the trial period.

The Trial period shall only be extended once.

In the event the successful applicant proves unsatisfactory in the position, he shall be returned to his former position, at the prevailing rate of pay for that position, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be transferred to his former position.

16.04 Threshold Ability Selection

(a) In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.

(b) If, as a result of any Education Training Review, changes are required to qualifications for support staff positions, all employees on payroll as June 15, 2000 shall be grandparented as qualified in their positions, and positions they have previously performed satisfactorily in the District for the purpose of making appointments.

16.05 Resignation

An employee shall give at least two (2) weeks' notice of his intention to resign. Such notice shall be given in writing to the employee's immediate supervisor.

16.06 Maintenance of Pay Equity Agreement

1) It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program.

2) The initial review shall commence following the finalization of all reconsiderations and problems that may arise with the implementation of this job evaluation program. Thereafter, it is the intention of the parties to periodically review jobs upon request and to conduct a comprehensive review of all positions every five (5) years.

3) Whenever the employer creates a new position or changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

   (a) The incumbent(s)/union or the supervisor/employer may request a job evaluation review by completing and submitting a Job Evaluation Form (Appendix B);

   (b) Upon receipt of a completed Job Evaluation Reconsideration Form the Committee two (2) union representatives and two (2) Board representatives) shall proceed to gather accurate, up-to-date information on the job. The gathering of information shall involve requesting the incumbents(s) and supervisor to complete an up-to-date analysis questionnaire. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the job site. Based on this information, the Committee shall update the job descriptions as authorized by the supervisor, as necessary;

   (c) Where the job description has been changed, the Committee shall meet to rate each sub factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision. The rating of the job shall determine the pay rate for the job;

   (d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted. The incumbent(s) shall retain the same place on any increment grid.

   (e) If the job is rated at a pay grade lower than the existing pay grade, all incumbents of such job shall be identified as "Red Circled" and shall continue to receive all negotiated increases.

   (f) No incumbent will have their wages reduced following reevaluation of their job and the establishment of a new wage structure.

ARTICLE 17 LAYOFFS AND RECALLS

17.01 Definition of Layoff

A layoff is defined as an action by the Board which results in a reduction in the workforce or the reduction of an employee's regular hours.

17.02 Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of their community based seniority, provided that the remaining staff possess the qualifications required in their respective positions. Employees may remain on a recall list for a maximum of twelve (12) months.

17.03 Bumping Rights

(a) An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.

(b) The right to bump shall not include the right to bump into another classification unless the Employer approves such a bump. The Employer shall determine the qualifications necessary to bump into another classification in a fair, just and reasonable manner.

17.04 Recall Procedure

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

17.05 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall. If an employee turns down the first offer of employment, in their home community in a classification and at the same or greater hours per week as employed prior to layoff, he shall be deleted from the recall list.

17.06 Notice of Layoff

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

(a) One (1) week's notice where the regular or probationary employee has completed a period of employment of less than six (6) consecutive months.

(b) Two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months.

(c) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice, up to a maximum of eight (8) weeks' notice.

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

(e) The Board is not required to issue to employees who work only for the school year, a notice of layoff for the periods when school is not normally in session.

17.07 Severance Pay

Severance pay shall be provided to employees on the following basis:

(a) An employee who is laid off shall have the option of receiving severance pay in lieu of being placed on the recall list. Severance pay shall be calculated as:

(i) Employee with less than six (6) months service – two percent (2%) of annual earnings;

(ii) Employee between six (6) months and one year's service – four percent (4%) of annual earnings;

(iii) Employee with more than one (1) year's service – five percent (5%) of annual earnings for each year.

(b) Severance pay shall not exceed one (1) year's annual earnings.

(c) In this clause, "annual earnings" shall mean the employee's regular hourly rate at the time of termination times the employee's regularly scheduled annual hours at the time of termination.

17.08 Time Limit

The Board agrees there will be no lay off of employees after October 15th of each school year.

ARTICLE 18 HOURS OF WORK

18.01 Clerical and Student Assistants' Hours of Work

The regular work for an employee shall consist of thirty-five (35) hours of scheduled work per week plus a one (1) hour unpaid break for meals per day. The hours worked each day shall be consecutive. By mutual agreement between an employee and their supervisor, a meal break may be less than one (1) hour. Nothing in this Article prevents the Employer from establishing part time positions.

18.02 Maintenance

The regular work day for maintenance employees shall consist of eight (8) consecutive hours per day, between 7:30 a.m. and 5:30 p.m. plus a one (1) hour unpaid break for a meal. By mutual agreement between an employee and their supervisor, a meal break may be less than one (1) hour. Nothing in this Article prevents the Employer from establishing part time positions.

18.03 Custodial

The regular work day for custodial employees shall consist of eight (8) hours per day inclusive of a one-half (½) hour break for a meal to be taken on the job. Nothing in this Article prevents the Employer from establishing part time positions.

18.04 Regular Work Week

The regular work week shall consist of five (5) days, from Monday to Friday.

18.05 Variance from Regular Hours

By mutual agreement between the employee and the immediate supervisor, the regular work day and/or regular work week may be varied for a temporary period to be determined by the two (2) parties. Such variance shall be in writing and signed by both parties.

18.06 Paid Rest Periods

All employees shall be permitted a paid fifteen (15) minute rest period, in the first half of a shift and a paid fifteen (15) minute rest period in the second half of a shift provided they have worked for a minimum of two (2) hours between breaks.

18.07 Where No Work is Available

An employee reporting for work in any day and being sent home before he has completed four (4) hours work, shall be paid for four (4) hours at his regular rate of pay. In the event an employee reports for work but is sent home before commencing work, he shall be paid for two (2) hours at his regular rate, unless he was advised by the immediate supervisor not to report to work. This does not preclude the employment of part time employees for less than four (4) hours. Employees working less than full time shall only be eligible for payment up to the maximum number of hours normally worked.

18.08 Assignment of Extra Work

Qualified part-time employees may, where operationally possible, be given an opportunity to perform extra hours of work, including that of temporary replacements, to reach a regular work day or week before hiring new employees.

18.09 Non-Instructional Days

All regular part time and full time employees shall be provided with work on declared non-instructional days.

18.10 Four (4) Hour Daily Minimum

1) The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work.

2) Exemptions from the four (4) hour minimum:

   (a) Atlin School – Aboriginal Language and Cultural Assistant (minimum 2.5 hours per day)

   (b) Denetia School – Aboriginal Language and Cultural Assistant (minimum 1 hour per day)

   (c) Other positions by mutual agreement.

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

ARTICLE 19 OVERTIME

19.01 Overtime Entitlement

All overtime work, as authorized by the immediate supervisor, shall be paid as follows:

(a) All time worked over the regular work day shall be paid for at time and one-half (1½) the regular rate for the first three (3) hours of overtime worked in any one day, and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.

(b) Overtime work on the first day of rest shall be paid at the rate of time and one-half (1½) the employee's regular rate for the first three (3) hours worked and two (2) times the regular rate thereafter.

(c) Overtime work on the second day of rest shall be paid at the rate of two (2) times the regular rate of the employee.

19.02 Overtime for Part-Time Employees

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

19.03 Time off in Lieu of Overtime

Instead of cash payment for overtime or call out an employee may request to receive time off at the appropriate overtime rate at a mutually agreeable time. Banked overtime not used by June 30th may be carried forward to subsequent years. Payment may be requested at any time and will be made at the rate in effect. Banked days taken shall require the prior approval of the employee's immediate supervisor.

19.04 Compensation of Work on Paid Holidays

If an employee is required to work on a statutory or public holiday, they shall be paid at double their regular hourly rate.

19.05 Call Out Pay Guarantee

A full time or part time employee, who is called out to work outside their regular working hours, shall be paid for a minimum of two (2) hours at overtime rates.

Call-outs should have the prior approval of the Secretary-Treasurer whenever possible. Secondary call-outs shall be paid only if the employee has completed the work and left the place of the first call out.

19.06 Meal Break

After four (4) continuous hours of overtime or callout, an employee is entitled to an unpaid break for a meal. The Board shall pay the cost of the meal.

ARTICLE 20 STATUTORY HOLIDAYS

20.01 Statutory Holidays

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

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

and any other day proclaimed by the Federal or Provincial governments, provided such holidays are observed on normal working days.

(a) A twelve (12) month employee shall be eligible for each of the statutory holidays falling within his period of employment.

(b) A ten (10) month employee shall be eligible for each of the statutory holidays falling within his period of employment.

(c) A part time employee shall have his statutory holidays prorated on the basis of hours of work relative to a full time employee.

(d) Casual and temporary employees shall be eligible for statutory holidays as per the Employment Standards Act.

20.02 Stats on Vacation Time or Day Off

When any of the above-mentioned holidays fall on an employee's scheduled day off, or are observed during an employee's vacation period, the employee shall receive another day off with pay, at a mutually agreeable time.

20.03 When a Holiday Falls on a Non-Working Day

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

20.04 Floating Holiday

Twelve (12) month regular employees are entitled to two (2) floating holidays with pay per year. Ten (10) month employees are entitled to one (1) floating holiday with pay per school year. The following conditions apply:

(a) Days are not cumulative from year to year.

(b) Days are to be taken at a time mutually agreeable to the employee and his supervisor and may not be used to extend holidays.

(c) A request for a floating holiday must be received at least one (1) full day prior to the day of leave.

(d) Employees in their first year of service shall be eligible for their first floating holiday after six (6) months of services and their second after the next three (3) months of service.

ARTICLE 21 VACATIONS

21.01 Length of Vacations

A regular employee shall receive an annual vacation with pay in accordance with his years of employment as follows:

Less than one (1) year six percent (6%) of gross pay

1 years and less 5 years	15 working days or 6% of gross pay
5 years and less 10 years	20 working days or 8% of gross pay
10 years and less 15 years	25 working days or 10% of gross pay
15 years and over	30 working days or 12% of gross pay

A year of service is defined as each twelve (12) month period commencing from the date an employee began as a regular employee.

(a) Ten (10) month, casual and temporary employees shall receive vacation pay only as provided above.

(b) Twelve (12) month employees shall only be eligible for vacation days as provided above.

21.02 Casual and Temporary Employees

Casual and temporary employees shall only be eligible for vacation pay of four percent (4%) of gross earnings. These earnings shall be calculated and paid to the employee each pay period.

21.03 Leaving Board Service

An employee leaving the service of the Board shall receive payment of wages in lieu of vacation owed to them at the time of leaving. A deceased employee's estate shall be credited with the value of vacation credits owing them.

21.04 Vacation Period

(a) Vacations shall be taken at a mutually agreeable time arranged between the Board and the employee. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority. Except as otherwise provided in this Collective Agreement, an employee is entitled to schedule his vacation in one continuous period.

(b) Regular ten (10) month employees shall be laid off on the last day and rehired on the first day of the local school calendar.

(c) Regular ten (10) month employees shall take their annual vacation during the Christmas and Spring Breaks in accordance with the individual School Board approved school calendar.

Any additional vacation entitlement shall be paid in three (3) instalments prior to Spring Break and Christmas, and the first pay period in June in accordance with Article 21.01.

(d) Custodians and Secretarial employees shall take their annual vacation during the summer break.

(e) Regular twelve (12) month employees who have accumulated twenty five (25) working days vacation or more, may take annual vacations at Christmas and Spring Break, subject to operational requirements of the district.

21.05 Extended Vacation

(a) In the year following an employee's fifth (5th) anniversary and every five (5) years thereafter, an employee shall be entitled to an additional two (2) weeks' vacation with pay at two percent (2%) of gross annual earnings per week.

This extended vacation may not be carried over to a future year. Employees have the option of taking the paid vacation time off or be paid out in cash for these additional two (2) weeks.

(b) Ten (10) month employees shall take their extended vacation during Christmas and Spring break.

(c) Twelve (12) month employees are allowed to use their extended vacation during Christmas or Spring break subject to operational requirements of the district.

ARTICLE 22 SICK LEAVE

22.01 Sick Leave Defined

(a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness of self or immediate family, or an unavoidable quarantine or accident for which compensation is not payable under the Workers' Compensation Act.

(b) Regular part-time employees shall receive sick leave prorated in accordance with hours of work per month relative to the hours of work of a regular full-time employee.

22.02 Accumulation of Sick Leave

(a) Sick leave shall be granted to regular employees on the basis of one and one-half (1½) days for every month of service. The unused portion of an employee's sick leave shall accrue for his future benefits.

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of statutory holidays) absent for sick leave. An employee is entitled to use up to one hundred twenty (120) days of his unused sick leave in any one (1) school year.

(b) Sick entitlement shall be credited semi-monthly at a rate of .6923 paid sick leave days. This article is subject to Article 22.01 - Sick Leave Defined.

22.03 Sick leave During Leave of Absence or Layoff

When an employee is given leave of absence for any reason, he shall not accumulate sick leave credits for the period of such absence but shall retain his cumulative credit.

When an employee is laid off, he shall not accumulate sick leave credits for the period of such layoff but shall retain his cumulative credit for a maximum of twelve (12) months following the date of layoff.

22.04 Extension of Sick Leave

An employee who has exhausted their sick leave credits or does not qualify for sick leave with pay may be allowed leave of absence without pay up to a maximum period of one (1) year.

22.05 Proof of Illness

Employees are required to provide to the Board, appropriate documentation of medical appointments. Absences in excess of three (3) days must be certified by a duly qualified medical practitioner for any illness. The Board shall pay the fees of the medical practitioner required for providing proof of illness if such fees are not covered by another source.

22.06 Sick Leave Records

A record of all unused sick leave shall be kept by the Board. An employee is to be advised on application of the amount of sick leave accrued to their credit.

ARTICLE 23 LEAVE OF ABSENCE

23.01 Union Business

(a) The Board agrees to grant time off without pay and benefits to officers of the Union in the employ of the Board for Union business purposes.

The supervisor and the employee shall mutually agree on when the time off is to be taken. No more than one (1) member of the bargaining unit can be released from a building or work facility at one time.

(b) During leave of absence for union business, the Board agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Board for the employee's regular wages and benefits as per the Collective Agreement while on such leave.

23.02 Leave of Absence for Union Functions

(a) Upon request to the Board, one (1) employee elected or appointed to represent the Union at conventions may be allowed leave of absence.

(b) Upon request to the Board, an employee may be granted leave of absence to attend executive and committee meetings and seminars of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. No more than one (1) member of the bargaining unit may be absent from the same community in the District at any one time.

(c) Requests for such leaves must be submitted in writing to the employee's immediate supervisor at least two (2) weeks prior to the commencement of the leave.

(d) During leave of absence for union functions, the Board agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Board for the employee's regular wages and benefits as per the Collective Agreement while on such leave.

23.03 Leave for Full-Time Union Officials

(a) An employee who is elected or appointed to a full time position with the Canadian Union of Public Employees shall be entitled to leave without pay and with retention of seniority accumulation up to the date of commencing leave. Such leave shall be for a period of one (1) year or less if so requested. This leave may be renewed for up to a maximum of two (2) years.

(b) Upon return to work from a leave up to one (1) year, if the employee has the necessary seniority he shall be returned to his former position.

(c) Upon return to work from a leave in excess of one (1) year, the Board may place the employee in any position for which the employee is qualified and has the necessary seniority, provided that a full time employee shall have the right to return to a full time position.

23.04 Bereavement Leave

An employee shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death or serious illness in his immediate family of a parent, spouse, common-law spouse, brother, sister, brother-in-law, sister-in-law, child, grandparent, grandchild, mother-in-law, father-in-law, son-in-law or daughter-to-law. Reasonable leave of absence may be granted without pay for travel and estate affairs. An employee shall be granted a leave of absence without pay when they have been requested to be a pallbearer at a non-relative's funeral.

23.05 Maternity Leave/Adoption Leave

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

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

(b) If during the maternity leave or prior to taking the leave, an employee requests in writing that a longer period of leave is required than allowed above, and the Board approves, then upon conclusion of the maternity leave, the employee shall be considered on leave of absence for up to a maximum of six (6) additional months.

The Board shall continue to provide coverage for all employee benefit plans, provided the employee pays the premiums. Seniority does not accumulate during this period.

The Board shall endeavour to place the employee in a job consistent with her qualifications and seniority which does not result in the layoff or demotion of a regular employee. The Board is under no obligation to reinstate the employee unless a vacancy occurs. Upon the conclusion of this additional leave, an employee shall be considered on layoff.

(c) Where the pregnancy is terminated before the employee requests leave, the Board shall, on receipt of a medical certificate, grant the employee leave of up to six (6) weeks during which time the benefits of Article 23.05 (a) shall apply.

(d) Where a male employee qualifies for benefits under the Employment Insurance Act (parental benefits), the provisions of this Article shall, upon request, be granted to him.

(e) Upon receipt of a written request, the Board shall grant an employee an unpaid leave, as per 23.05 (a) for the purpose of adoption of a child. An employee shall not be eligible for a leave under Article 23.05 (a) and an adoption leave in Article 23.10 (c) for the same child.

23.06 Paid Jury or Court Witness Duty Leave

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

23.07 General Leave

The Board may, upon written request, grant leave of absence with or without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause.

23.08 Leave for Public Duties

The Board recognizes the right of an employee to participate in public affairs.

Upon request to the Secretary-Treasurer, an employee shall be granted leave of absence without pay and benefits to:

(a) stand as a candidate in federal, provincial or municipal election. An employee who is elected to public office shall, upon request, be granted leave of absence without pay and benefits and without seniority accumulation during the term of office.

(b) act in a community services function or as a community representative (e.g. Winter Games, etc.) for up to two (2) days per year.

23.09 Medical Care Leave

In recognition of the absence of adequate medical facilities, employees shall be allowed paid leave of absence in order to engage in medical care when the employee, or his dependants, is referred by medical personnel to a medical practitioner or medical facility in another municipality. Paid leave of absence shall be allowed under this Article when a doctor refers an employee to a dentist for other than routine medical reasons. Employees shall be required to show proof of medical referral. Such leave shall be deducted from the employee's accrued unused sick leave.

23.10 Special Leave

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

(b) Birth of male employee's child - Three (3) days paid leave;

(c) Adoption of child - five (5) days paid leave.

(d) Band Council elections - four (4) hours clear of work for eligible workers.

23.11 Volunteer Fire fighters

An employee who is a member of a Volunteer Fire Department shall advise the Board.

Those employees who are called out for a fire emergency during working hours shall notify their immediate supervisor and shall suffer no loss of wages or benefits under the collective agreement. Custodial and Maintenance employees when working with no immediate Supervisor present shall be exempt from notification until after the emergency has been dealt with.

23.12 Ambulance Attendants

An employee who is an Ambulance Attendant shall advise the Board. Those employees who are called out for emergency reasons shall notify their immediate Supervisor and shall be granted leave of absence without pay.

23.13 Compassionate Care Leave

An employee shall have the right, upon request, to a leave of absence for Compassionate Care Leave, as defined by the Employment Insurance Act, on the following basis:

(a) An employee shall be granted unpaid leave to a maximum of eight (8) weeks at the employee's option. The request shall be accompanied by a medical certificate.

(b) Upon return to work, the employee shall be placed in their former job.

ARTICLE 24 PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

(a) The Board shall pay wages on a bi-weekly basis, in accordance with the wage rates specified in Schedule "A" attached hereto and forming part of this Collective Agreement. An employee shall receive a statement showing hours of work, rates of pay and each deduction, with each bi-weekly payment.

(b) The Board shall deposit all salary payments to the employee's account in the bank of his choice not later than the fifth (5th) working day after the pay period.

24.02 Assignments and Substitutes

A member of the bargaining unit who, for a period in excess of one (1) working day, is assigned to or substitutes on any other job within the bargaining unit, or who performs the duties of a higher classification within the bargaining unit, shall receive from the beginning of the assignment, the rate as if promoted to the job or the employee's rate, whichever is greater.

24.03 Statement

In October of each year the Board shall furnish to each employee a statement of the following:

(a) Employee benefits;

(b) Seniority;

(c) Sick leave credit;

(d) Rate of pay.

(e) Floating Holidays (# of days for the year)

24.04 Temporary assignment to Excluded Position

(a) An employee who, in addition to their regular duties is temporarily assigned the responsibilities of an excluded position, during the absence of the excluded employee from the District, shall receive in addition to his regular rate of pay an increase of eight percent (8%) for all such hours worked.

(b) An employee who is temporarily assigned the responsibilities of an excluded position may be requested by the Board to take an oath of confidentiality regarding work performed in their duties in the excluded position.

24.05 Tool Allowance

A twelve month maintenance employee who is required to provide his own hand tools shall receive a two hundred dollar ($200.00) per annum tool allowance. This allowance is payable within fifteen (15) working days following the anniversary date of the employee.

24.06 Travel Allowance

All employees shall be eligible for a travel allowance of $1,450.00 per annum. The travel allowance shall be paid 50% on December 15th and 50% on June 15th effective July 1, 2005.

Part time employees shall be paid travel allowance on a pro rata scale according to the full time equivalent.

24.07 First Aid

The Board shall pay an allowance of two hundred dollars ($200.00) per annum to an employee designated First Aid attendant who possesses the necessary training as required by the Workers' Compensation Board of BC.

24.08 Vehicle Allowance

A payment per kilometre, as set in Board Policy, shall be paid to any employee who uses his personal vehicle for Board approved business.

ARTICLE 25 JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Classification Changes and New Positions

When the duties in any bargaining unit classification are substantially changed, or when a new position is created within the bargaining unit, the rate of pay shall be subject to negotiation between the Board and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 26 EMPLOYEE BENEFITS

26.01 Health Plans

The Board shall pay 100 percent of the premiums of the following plans as a condition of employment for those regular full time employees who work fifteen (15) hours or more per week, have completed their probationary period and do not have other similar coverage:

1) BC Government Medical Services Plan;
2) An Extended Health Benefit Plan to a lifetime maximum of $1,000,000. To include:
   a) Hearing aids of $500./5years (adult and children).
   b) Vision Care (eyeglasses) of $100./24 months
   c) Medical travel of $0.28/km reimbursement for travel by car.
   d) Accommodation of $95./day reimbursement to a maximum of 14 days for patient
3) A Dental Plan which provides 100% A; 50% B; 50% C; (maximum $1,250.00 benefit).
4) Orthodontic services of 50% coinsurance to a $5,000./lifetime maximum.

   Part time employees who wish medical plan, dental plan and extended health benefits shall make application to the District Administration Office. The cost sharing of these benefits for part time employees shall be prorated as per the F.T.E. of the employee.

26.02 Pension

(a) All regular employees covered by the Agreement shall participate in and be covered by the provisions of the Municipal Pension Plan.

(b) An employee reaching the maximum retirement age may, at the discretion of the Board, continue in the Board's employment on a year to year basis following their sixty-fifty (65th) birthday.

26.03 Group Life Insurance

The Board shall pay one hundred percent (100%) of the cost of the premiums for enrolment in a group life insurance plan for all regular employees who work fifteen (15) hours or more per week, who have completed their probationary period. Employees who select the accidental death and dismemberment coverage shall be responsible for the total cost of this additional coverage.

26.04 Long Term Disability Plan

(a) The Board agrees to administer the government funded LTD Plan provided through the Public Education Benefits Trust.

(b) If the Union implements a long term disability plan, the Board agrees to administer the Plan for eligible employees. The Plan and carrier shall be determined by the Union.

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

26.05 Continuation of Benefits

(a) An employee receiving the benefits of Article 26.01 and 26.03 shall continue to do so, at the employee's expense for the premium during the summer months, providing the regular assignment of the employee is on the basis of ten (10) months a year and providing the employee returns to the job in September.

(b) The Board shall continue the benefits of Article 26.01 and 26.03 when an employee is absent due to sickness or accident. Payment of the premiums by the Board shall be limited to the number of sick days available up to a maximum of one hundred and twenty (120) days, or in the case of a Workers' Compensation Board claim, up to a maximum of six (6) months.

(c) In other cases, an employee may continue coverage for any of the benefits so long as he is on approved leave of absence or retains recall rights, provided he pays the entire premium to the Board each month and provided the carrier of the Plan permits such coverage.

26.06 Workers' Compensation Benefit Continuation

An employee prevented from performing their regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act shall have his benefits continued as if he were at work up to a maximum of six (6) months.

26.07 **Workers' Compensation Salary Continuation**

Employees with accumulated sick leave to their credit shall turn over, or caused to be turned over, to the Board monies paid by the Workers' Compensation Board other than lump sum settlements or disability pensions.

The Board shall pay the employee(s) so affected their normal and regular pay. The difference between the employee's pay and the Workers' Compensation Board cheque shall be deducted from the employee's accumulated sick leave credits. For the purpose of this Agreement the above-noted difference shall be established as one tenth (0.10) of a day for each working day that the employee is covered by the Workers' Compensation Board.

ARTICLE 27 SAFETY AND HEALTH

27.01 **Injury Pay Provisions**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

27.02 **Transportation of Accident Victims**

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

27.03 **Asbestoses Testing**

While in the employ of the Board, any employee whose regular assigned work was in Cassiar shall have the right to be tested annually for lung capacity and/or asbestoses at no cost to the employee.

ARTICLE 28 TECHNOLOGICAL CHANGE

28.01 **Definition**

Technological Change means:

(a) The introduction by the Board of a change in its work, undertaking or service of equipment or material of a different nature or kind, than previously used by the Board in that work, undertaking or service; or

(b) A change in the manner, method or procedure in which the Board carries on its work, undertaking or service that is related to the introduction of that equipment or material.

(c) Technological change does not include normal layoffs resulting from a decrease in the amount of work to be done.

28.02 Introduction of Technological Change

Where the Board introduces or intends to introduce a technological change, the following conditions shall apply:

(a) A Regular Employee who is affected by technological change and requires new or greater skills shall receive priority for new training to maintain his job security with the Board. Such training shall be at the expense of the Board and there shall be no reduction in pay.

(b) A Regular Employee who is demoted or whose job classification is devalued as a consequence of technological change, shall not suffer any reduction in pay. Such an employee shall be "red circled", and shall not receive a wage increase until the wage rate for the job exceeds the "red circled" rate.

(c) A Regular Employee who is laid off from his job by virtue of technological change shall be given the opportunity to fill any vacancies in accordance with the Job Postings procedures of this Agreement.

28.03 Severance Pay

An employee who is laid off by the Board because of technological change shall be entitled to severance pay as per Article 17.07.

ARTICLE 29 GENERAL CONDITIONS

29.01 Educational Courses

The Board shall pay for courses successfully completed by employees who were given prior approval and which relate directly to their role and responsibilities within the District. The procedure to be followed is:

(a) A Non-Teaching Staff Improvement Application shall be filled out and submitted to the Secretary-Treasurer for approval prior to registering for the course.

(b) If the Secretary-Treasurer approves the course, and it is successfully completed, the following expenses shall be paid:

(i) return travel, to the maximum of the return economy airfare, accommodation and per diem if the course is held elsewhere other than in the place of residence.

(c) If the employee successfully completes the course, he shall be reimbursed the total cost of the registration or course fees.

The decision as to the validity of the course requested shall be made by the Secretary Treasurer, in consultation with the employee's immediate supervisor, the District Education staff and the CUPE Local 3234 executive. Only one (1) employee is eligible to be away from their regular employment at each school at one time, in order to attend an educational course unless it would be beneficial to the Board for more than one (1) person from a school to attend at the same time.

29.02 Contracting Out

The Employer shall not contract out, or replace with excluded staff, bargaining unit work unless agreed to by both parties. The Union shall apply this article in a fair, just and reasonable manner.

29.03 Amalgamation or Merger

In the event that School District No.87 (Stikine) is merged, amalgamated or regionalized, the Board will do all things possible to protect and preserve the rights of each employee under this Agreement.

29.04 Sexual Harassment

The Board agrees that an employee has the right to work without sexual harassment. A claim of sexual harassment by an employee shall be considered as a grievance.

29.05 Personal Harassment

The Board and the Union recognize the right of employees to be treated fairly in the workplace free of personal harassment. A claim of repeated personal harassment by an employee shall be considered a grievance.

29.06 Bulletin Boards

The Board shall provide bulletin board space in all schools and the maintenance shop so that the Union may post information of interest to its members.

29.07 Copies of Agreement

The Board and the Union agree to share in the costs of printing the Agreement.

ARTICLE 30 GENERAL

30.01 Plural or Feminine Terms May Apply

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

30.02 Paul Ramsey Letter

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

30.03 Replacement During Absences

The employer shall continue its current practice of replacing absent employees on an as-needed basis.

30.04 **Provincial Skills Enhancement Fund**

When the Provincial Skills Enhancement Fund is established, the parties will jointly develop a plan to access these funds. Such plan will take into consideration all members of CUPE Local 3234 when being developed.

ARTICLE 31 TERM OF AGREEMENT

31.01 **Duration**

This Agreement shall be binding and remain in effect from July 01, 2014 to June 30, 2019 and shall continue from year to year thereafter unless either party gives to the other party notice to commence collective bargaining in accordance with the Labour Relations Code of British Columbia.

If negotiations extend beyond the anniversary date of the Agreement, the Board agrees to adhere to the provisions of this Agreement until a new Agreement is reached.

SIGNED THIS 23 DAY OF Nov 2015.

SCHOOL DISTRICT #87 (STIKINE)	CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3234
Yvonne Yashcob	

APPENDIX "A" - Wage Rates

		July 1, 2015 (1%)	July 1, 2016 (.5%)	May 1, 2017 (1%) *	July 1, 2017 (.5%)	May 1, 2018 (1%) *	July 1, 2018 (.5%)	May 1, 2019 (1%) *
Accounting Clerk	Probation	$26.98	$27.11	$27.38	$27.52	$27.80	$27.94	$28.22
	Regular	$28.98	$29.12	$29.41	$29.56	$29.86	$30.01	$30.31
Aboriginal Language and cultural	Probation	$26.70	$26.83	$27.10	$27.24	$27.51	$27.65	$27.93
	Regular	$27.10	$27.24	$27.51	$27.65	$27.93	$28.07	$28.35
Computer Technician 1 (with relative experience)	Probation	$26.73	$26.86	$27.13	$27.27	$27.54	$27.68	$27.96
	Regular	$29.05	$29.20	$29.49	$29.64	$29.94	$30.09	$30.39
Computer Technician 2 (with relative experience)	Probation	$28.65	$28.79	$29.08	$29.23	$29.52	$29.67	$29.97
	Regular	$31.17	$31.33	$31.64	$31.80	$32.12	$32.28	$32.60
Custodian	Probation	$22.44	$22.55	$22.78	$22.89	$23.12	$23.24	$23.47
	Regular	$24.32	$24.44	$24.66	$24.78	$25.03	$25.16	$25.41
DRC Clerk	Probation	$21.87	$21.98	$22.20	$22.31	$22.53	$22.64	$22.87
	Regular	$23.76	$23.88	$24.12	$24.24	$24.48	$24.60	$24.85
Head Start Supervisor	Probation	$23.90	$24.02	$24.26	$24.38	$24.62	$24.74	$24.99
	Regular	$25.10	$25.23	$25.48	$25.61	$25.87	$26.00	$26.26
Labourer	Probation	$17.81	$17.90	$18.08	$18.17	$18.35	$18.44	$18.62
	Regular	$19.35	$19.45	$19.64	$19.74	$19.94	$20.04	$20.24
Library Assistant	Probation	$19.81	$19.91	$20.11	$20.21	$20.41	$20.51	$20.72
	Regular	$21.53	$21.64	$21.86	$21.97	$22.19	$22.30	$22.52
Maintenance 1	Probation	$26.73	$26.86	$27.13	$27.27	$27.54	$27.68	$27.96
	Regular	$29.05	$29.20	$29.49	$29.64	$29.94	$30.09	$30.39
Maintenance II	Probation	$28.65	$28.79	$29.08	$29.23	$29.52	$29.67	$29.97
	Regular	$31.17	$31.33	$31.64	$31.80	$32.12	$32.28	$32.60
Maintenance III	Probation	$30.84	$30.99	$31.30	$31.46	$31.77	$31.93	$32.25
	Regular	$33.32	$33.49	$33.82	$33.99	$34.33	$34.50	$34.85
Maintenance Lead Hand	Probation	$33.32	$33.49	$33.82	$33.99	$34.33	$34.50	$34.85
	Regular	$35.48	$35.66	$36.02	$36.20	$36.56	$36.74	$37.11
Secretary	Probation	$24.40	$24.52	$24.77	$24.89	$25.14	$25.27	$25.52
	Regular	$26.41	$26.54	$26.81	$26.94	$27.21	$27.35	$27.62
Special Ed Assistant	Probation	$22.25	$22.36	$22.58	$22.69	$22.92	$23.03	$23.26
	Regular	$24.10	$24.22	$24.46	$24.58	$24.83	$24.95	$25.20
Student Assistant	Probation	$19.41	$19.51	$19.71	$19.81	$20.01	$20.11	$20.31
	Regular	$21.09	$21.20	$21.41	$21.52	$21.74	$21.85	$22.07
Youth Care Worker	Probation	$29.47	$29.62	$29.92	$30.07	$30.37	$30.52	$30.83
	Regular	$30.45	$30.60	$30.91	$31.06	$31.37	$31.53	$31.85

Trades Qualification Allowance Regular	**July1, 2014**	**July 1, 2015**	**July 1, 2016**	**May 1, 2017 ***	**July 1, 2017**	**May 1, 2018 ***	**July 1, 2018**	**May 1, 2019 ***
***if an employee has a TQ	$2.24	$2.26	$2.28	$2.30	$2.31	**$2.33**	$2.34	$2.37

* May 1, 2016

* Any Economic Stability Dividend (ESD) calculation made in accordance with Appendix "A" of the Provincial Framework Agreement will be applied as a percentage increase on the current Collective Agreement wage rates. All future wage increases will be based on the newly revised wage rate with ESD.

In the event there is an ESD in future years, updated grids will be attached to the Collective Agreements as a new Appendix.

APPENDIX "B"

PAUL RAMSEY LETTER

June 6, 2000

Ref. No. 116240

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

and

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

Dear Irene Holden and Vince Ready:

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

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

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

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

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

2. Should the $5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC#2 and described in the Report.
3. The monies committed by government and recommended by IIC#2 for employment security (3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC#2 Report.
4. The monies committed by government and recommended by IIC#2 to fund the LTD plan (11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC#2 Report and the Accords.

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

Sincerely,

Paul Ramsey
Minister of Finance and
Corporate Relations

Copied as per letter signed by Paul Ramsey

APPENDIX "C"

LOU BETWEEN BCPSEA, SCHOOL BOARDS AND SUPPORT STAFF 2006

Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

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

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

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

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

Term

July 1, 2006 to June 30, 2010

General Wage Increase

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

Incentive Payment

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

1

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

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

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

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

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

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

2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of

Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:

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

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

Skills Enhancement and Retraining Funding

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

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

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

Apprenticeship Opportunities Funding

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

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

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

Apprentice Sponsor Funding

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

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

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

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

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

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

Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of $4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures

in the Province become signatories to this LOU, the Committee will be provided with $2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.

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

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

Labour Market Adjustment Fund

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

    i. Demonstrating evidence of recruitment or retention difficulties;
    ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
    iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
    iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
    v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

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

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

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

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

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

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

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

Trades Adjustment

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

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

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

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

Liaison on Education Policy Matters

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

Education Assistants Committee

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

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

Long Term Disability and Joint Early Intervention

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

31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:

a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

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

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

1.0 Fiscal Dividend:

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

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

The Fund will be determined as follows:

i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of $150 million.
ii. Only final surplus monies in excess of $150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed $300 million.

iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.

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

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

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

- All leaves with pay
- Maternity and parental leave
- All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

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

On behalf of BC Public School Employers' Association	May 22/06 Date
On behalf of Canadian Union of Public Employees	May 22/06 Date
On behalf of School District No. 23 (Central Okanagan)	May 22/06 Date
On behalf of CUPE, Local 3523	May 22/06 Date
Vicki Bryan On behalf of School District No. 37 (Delta)	May 22/06 Date
Colin D. Pawson On behalf of CUPE, Local 1091	May 22/06 Date
On behalf of School District No. 41 (Burnaby)	22/5/06 Date
On behalf of CUPE, Local 379	22/5/06 Date
Lorraine Prouse On behalf of School District No. 57 (Prince George)	May 22/06 Date
Lorraine Prouse On behalf of CUPE, Local 3742	May 22/06 Date

On behalf of School District No. 62 (Sooke) — May 22/06 Date

On behalf of CUPE, Local 459 — Date

On behalf of School District No. 63 (Saanich) — May 22/06 Date

On behalf of CUPE, Local 441 — Date

On behalf of School District No. 71 (Comox Valley) — May 22, 2006 Date

On behalf of CUPE, Local 439 — May 22, 2006 Date

On behalf of School District No. 79 (Cowichan Valley) — May 22/06 Date

On behalf of Canadian Union of Public Employees, Local 606 — May 22/06 Date

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

On behalf of BC Public School Employers' Association — Date: May 22/06

On behalf of School District No. 28 (Quesnel) — Date: May 22/06

On behalf Construction, Maintenance and Allied Workers', Local 2545 — Date: May 22, 2006.

On behalf of School District No. 57 (Prince George) — Date: MAY 22/06

On behalf of Construction, Maintenance and Allied Workers', Local 2106 — Date: May 22/06

On behalf of CUPE, Local 3742 — Date: May 22/06

On behalf of School District No. 59 (Peace River South) — Date: May 22/06

On behalf of Construction, Maintenance and Allied Workers', Local 1237 — Date: May 2/06

On behalf of School District No. 78 (Fraser Cascade) — Date: May 22/06

On behalf of Construction, Maintenance and Allied Workers', Local 2423 — Date: May 22/06

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

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

May 22/06
Date

On behalf of United Steelworkers' of America, Local 180

May 22/06
Date

APPENDIX "D"

LETTER OF UNDERSTANDING BETWEEN BCPSEA, SIGNATORY BOARDS 0F EDUCATION AND SIGNATORY SUPPORT STAFF UNIONS 2011

Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

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

Term

July 1, 2010 to June 30, 2012

Wage Re-opener

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

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

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

The Support Staff Education and Adjustment Committee

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

   a) an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services

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

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

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

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

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

g) skills enhancement for support staff

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

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

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

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

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

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

Demographic, Classification and Wage Information

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

Every October 1st, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported

bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

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

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

PEBT

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

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

Provincial Bargaining

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

There will be a total of $200,000 allocated for the costs associated with provincial discussions related to bargaining.

Dated this 14th day of December, 2011.

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

CUPE & Support Staff Unions	BC Public School Employers' Association & Boards of Education
Catheryl MacLeod	
Daphne Ross	
Linda Joop	
Lorraine Prouse	
Colin D. Pawson	

BRITISH COLUMBIA
PUBLIC SCHOOL
EMPLOYERS' ASSOCIATION
SOLUTIONS AT WORK

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

Letter of Commitment

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

Original signed on December 14, 2011 by:

Jacquie Griffiths

Associate Executive Director

BCPSEA

Attachment 2

Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

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

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

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

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

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

For further clarification please contact your BCPSEA or CUPE representative.

6

APPENDIX "E"

LETTER OF AGREEMENT RE: CLASS ORGANIZATION FUND

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

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

RE: CLASS ORGANIZATION FUND: Support Staff Priorities

WHEREAS:

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

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

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

THEREFORE:

The parties hereby agree as follows:

1. Funding will be allocated as follows:
    - $7.5 million for year one, for the school year commencing September, 2012, and
    - $7.5 million per year for each year thereafter.

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

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

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

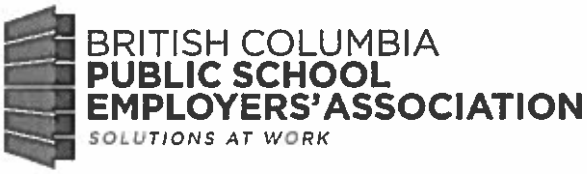
Original signed on December 14th, 2011 by:

BCPSEA

Support Staff Unions

Ministry of Education

APPENDIX "F"



September 18, 2013

Claire Avison

Assistant Deputy Minister, Governance, Legislation and Regulation

Ministry of Education

Dear Ms. Avison:

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

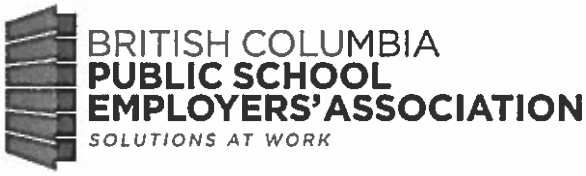
The parties agree that "Education Assistant" more accurately describes the nature of the work in the current context and into the future. We respectfully request that consideration be given to the possibility that a similar change could be made to applicable legislation and regulations.

Yours truly,

[Original signed by Peter Cameron]
Peter Cameron
BCPSEA

[Original signed by Bill Pegler]
Bill Pegler
CUPE

APPENDIX "F" continued



Bill Pegler

K-12 Coordinator

Canadian Union of Public Employees (CUPE)

Letter of Commitment

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

Original signed on December 14, 2011 by:

[Original signed by Jacquie Griffiths]

Jacquie Griffiths

Associate Executive Director

BCPSEA

APPENDIX "F" continued

Attachment #2

Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

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

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

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

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

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

For further clarification please contact your BCPSEA or CUPE representative.

Appendix "G"

Provincial Framework Agreement ("Framework") 2012-2014

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

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

1. Term

July 1, 2012 to June 30, 2014.

2. Wage Increases

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

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

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

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

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

b) a study of the potential for regionalization of wages

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

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

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

f) skills enhancement for support staff

4. Recognition & Respect for Education Assistants

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

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

c) The Parties agree the Committee will convene its initial meeting within six weeks of the ratification of support staff collective agreements.

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

e) The Parties agree that the Committee will complete its work in time to report back to the Parties for the next round of support staff bargaining.

Items previously agreed to (see attached):

Agreed Understanding of the term Education Assistant

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

5. Illness and Injury Leave, Costs and Replacement Policies

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

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

6. Drug Plan

(a) The prescription drug provisions of the PEBT extended health plans will be amended, subject to paragraph (b), to provide coverage in accordance with the BlueRX Formulary and implementation of the BlueNet pay direct card.

(b) Bargaining units with existing drug card coverage and/or those using the PharmaCare formulary are not covered by (a). The provincial parties urge the local parties to seek ways, through local negotiations, to move towards this new provincial standard.

7. Letter of Understanding

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

a. Dedicated Funding

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

b. PEBT

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

c. Demographic, Classification and Wage Information

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

8. Enabling Shared Services

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

Signed this 18th day of September, 2013.

For BCPSEA	**For the Unions**
[Original signed by Bargaining Committee]	*[Original signed by Bargaining Committee]*
_____	_____

Appendix "H"

Provincial Framework Agreement ("Framework") 2014-2019

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

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

1. Term

July 1, 2014 to June 30, 2019.

2. Wage Increases

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

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

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

3. Employee Support Grant

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

4. Benefits Standardization

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

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

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

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

b) a study of the potential for regionalization of wages

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

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

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

f) skills enhancement for support staff

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

6. Education Assistants Committee

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

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

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

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

e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.

f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

7. Learning Improvement Fund – Support Staff

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

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

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

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

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

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

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

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

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

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

8. PEBT

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

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

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

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

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

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

9. Shared Services

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

10. Demographic, Classification and Wage Information

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

11. Standardized Job Evaluation Study

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

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

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

12. Job Evaluation Fund

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

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

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

13. Provincial Bargaining

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

14. Unpaid Work

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

15. Workload Concerns

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

16. Modified Calendar

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

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

Dated this 7th day of June, 2014.

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

K-12 Presidents' Council and Support Staff Unions	**BC Public School Employers' Association & Boards of Education**
[Original signed by Bargaining Committees]	
_____	_____
_____	_____
_____	_____

APPENDIX "A"

LETTER OF AGREEMENT

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

K-12 PRESIDENTS COUNCIL

Re: ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

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

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

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

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

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

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

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

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

The Economic Stability Dividend

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

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

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

Annual Calculation and publication of the Economic Stability Dividend

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

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

   (i) February Budget – Forecast GDP for the upcoming calendar year;

   (ii) November of the following calendar year – Real GDP published for the previous calendar year;

   (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;

   (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

   For collective agreement year 3 (2016/17):

   (i) February 2015 – Forecast GDP for calendar 2015;

   (ii) November 2016 – Real GDP published for calendar 2015;

   (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;

   (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend

   (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

APPENDIX "B"

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

And:

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

Re: Employee Support Grant for May/June 2014

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

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

BCPSEA

[Original signed by Marcel Marsolais]

K-12 Presidents' Council

[Original signed by Paige MacFarlane]

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

Appendix "H" – Provincial Framework Agreement 2014

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

And:

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

Re: Employee Support Grant for after June 30, 2014

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may be entitled to recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA after June 30, 2014.
2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
5. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

BCPSEA

[Original signed by Marcel Marsolais]

K-12 Presidents' Council

[Original signed by Paige MacFarlane]

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

APPENDIX "C"

Provincial Support Staff Extended Health Benefit Plan

TERMS OF REFERENCE

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

K-12 PRESIDENTS COUNCIL

Re: Exploration of a Greater Standardization of Benefits Plans

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

Terms of Reference:

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

APPENDIX "D"

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

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

RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities

WHEREAS:

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

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

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

THEREFORE:

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of $10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.
2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

BCPSEA

[Original signed by Marcel Marsolais]

Support Staff Unions

[Original signed by Paige MacFarlane]

Ministry of Education

LETTER OF UNDERSTANDING #1

Between

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)

and

CUPE LOCAL 3234

RE: Denetia Secretary Hours

The parties agree that:

1. the Denetia Secretary hours can be less than four (4) hours per day as is presently required by Article 18.10 Four (4) Hour Daily Minimum on a without prejudice basis.

2. for the balance of the 2009/2010 school year and the 2010/2011 school year the Secretary will work fifteen (15) hours per week made up of three (3) hours per day five (5) days per week.

3. this LOU will be reviewed on a yearly basis and will be rescinded if the hours allotted to Denetia increase and can accommodate making the Secretary position four (4) hours per day.

SIGNED THIS 23 DAY OF Nov 2015.

For the Employer:
SCHOOL DISTRICT #87 (STIKINE)

Yvonne Jackson

For the Union:
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3234

LETTER OF UNDERSTANDING #2

Between

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)

and

CUPE LOCAL 3234

Re: Agreed Understanding of the Term Education Assistant

For the purposes of this collective agreement, where applicable, the term Education Assistant (EA) has the same meaning as Special Education Assistant as found in the 2010-2012 Collective Agreement and is not intended to alter or amend any terms or conditions of employment.

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

SIGNED THIS 23 DAY OF Nov 2015.

For the Employer:

SCHOOL DISTRICT #87 (STIKINE)

Yvonne Yackoub

For the Union:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3234

LETTER OF UNDERSTANDING #3

Between

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)

and

CUPE LOCAL 3234

Re: Leave of Absence

The parties agree that:

a) When a member applies for a leave of absence from the district for a school year under Article 23.07 General Leave they must submit their request to the Secretary Treasurer not later than April 30th of the school year prior to the commencement of the leave.

b) It shall be the responsibility of the member to advise the Secretary Treasurer in writing of his/her intention to return to the position previously held no later than April 30th in the year their leave expires.

c) A member who fails to notify the Secretary Treasurer in writing of his/her intention to return to the position previously held, by the specified date in (b) above, shall be deemed to have resigned from School District #87 (Stikine).

SIGNED THIS 23 DAY OF Nov 2015.

For the Employer:

SCHOOL DISTRICT #87 (STIKINE)

For the Union:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3234