

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 46  
(SUNSHINE COAST)**

**AND**

**THE CANADIAN UNION  
OF PUBLIC EMPLOYEES  
LOCAL 801**

**JULY 1, 2019 TO JUNE 30, 2022**



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**AN AGREEMENT FROM JULY 1, 2019 TO JUNE 30TH, 2022**

BETWEEN:

**THE BOARD OF EDUCATION, SCHOOL DISTRICT NO. 46 (SUNSHINE COAST)** (hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 801**, chartered by the Canadian Union of Public Employees, and affiliated with the Canadian Labour Congress, representing those employees who are affected by this Agreement for whom it has been certified, (hereinafter called the "Union")

PARTY OF THE SECOND PART

**PREAMBLE**

WHEREAS it is the desire of both parties to this agreement:

- (a) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, etc.; to which end a Labour Management Committee was established;
- (c) to encourage efficiency in operation;
- (d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

AND WHEREAS it is desirable that all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual agreement and covenants hereinafter contained, agree each with the other as follows:

## **ARTICLE 1. DEFINITIONS**

- 1.01 “Employee” means a person who is hired by the Employer to perform work within the defined bargaining unit.
- 1.02 “Regular Employee” means an employee who has successfully completed a probationary period and who has a regular appointment or has been laid off from a regular appointment. A separate seniority list, called List #1, shall be maintained for Regular Employees. (See clause 15.02).
- 1.03 (a) “New Employee” means an employee serving an initial probationary period of three (3) calendar months from date of hire to determine suitability for employment in the position for which the employee has been hired.
- (b) Except as required by law, new employees will not be entitled to any employee benefits under this agreement. Upon successful completion of the probationary period, seniority, sick leave and vacation benefits will be retroactive to the initial date of hire.
- 1.04 (a) “Temporary Employee” means an employee who does not have a permanent appointment and who holds a posted position for a specified period of time for the reasons as stated below:
- (i) when augmenting - beyond twenty (20) days;
  - (ii) when sick relief - beyond twenty (20) days;
  - (iii) in posting - when people are serving their two (2) month trial period;
  - (iv) for special projects - up to four (4) months (may be extended by mutual consent in writing);
  - (v) to replace regular employees who are on leave of absence for a period not exceeding one (1) year.
- (b) A separate seniority list, called List #2, will be maintained for temporary employees.
- (c) Temporary employees shall serve an initial probationary period of three (3) calendar months and will then be entitled to all fringe benefits including List #2 Seniority (see clause 15.02).
- 1.05 (a) “Casual Employee” means an employee who is called in to work on an intermittent basis and who does not hold a posted position. Casual employees qualify for no benefits, except as required by law, paid leaves or sick leave.
- (b) Casual employees who qualify for seniority status, as per Article 15.02, are included on Seniority List 2.



- 1.06 The Employer agrees to notify, in writing, the representative of Local 801 and the assigned representative of the Canadian Union of Public Employees, when an employee covered by this agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or is terminated.

## **ARTICLE 2. MANAGEMENT RIGHTS**

### **2.01 Management of the Work Force**

- (a) The management of the work force and of the methods of operation is vested exclusively in the Employer, except as otherwise may be specifically provided in this agreement.
- (b) The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.
- (c) The Employer's rights shall not be used to direct the working force in a discriminatory manner.

## **ARTICLE 3. RECOGNITION OF THE UNION**

### **3.01 Bargaining Unit**

- (a) The Employer recognizes the Canadian Union of Public Employees, Local No. 801, as the sole and exclusive collective bargaining agency for all employees affected by this agreement and for whom the Union has been certified, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Notwithstanding the foregoing, the following positions are excluded from the bargaining unit: Superintendent, Director of Instruction, Secretary-Treasurer, Manager of Finance, Manager of Human Resources, Human Resources Assistant, Payroll Administrator, Financial Analyst, Executive Assistants to the Superintendent and Secretary-Treasurer and Confidential Secretary to the Director of Instruction.

## **ARTICLE 4. UNION SECURITY**

### **4.01 Membership**

All employees shall, as a condition of continuing employment, become and remain members in good standing according to the Constitution and Bylaws of the Union.

### **4.02 Notifications to New Employees**

- (a) The Employer will acquaint new employees being hired for positions for which the Union has been certified, with the fact that a union agreement is in effect and with the conditions of employment set out in the articles relating to union security and dues check-off.
- (b) The Union will supply the Employer with copies of the current collective agreement, dues check-off authorization form, initiation fee requirement, and bylaws which are to be given to each new employee.

### **4.03 Security of the Bargaining Unit**

As a general principle, the Employer seeks to provide job opportunity and tenure of employment to employees in the bargaining unit.

- (a) No member of the bargaining unit shall be required to show or instruct a non-union person (except for authorized personnel) how to do any job within the bargaining unit.
- (b) Employees who are not included within the bargaining unit's jurisdiction shall not perform work which is currently or presently within the working jurisdiction of the bargaining unit, except in a supplementary role.
- (c) Volunteers shall not be used to displace or replace C.U.P.E. employees in number, or their hours worked, or both. Volunteers shall be restricted to the provision of supplementary levels of service in areas or roles which do not encompass confidential or administrative information.
- (d) No employee in the bargaining unit shall be laid off or suffer a loss of hours of work or pay as a result of the contracting out of bargaining unit work.
- (e) In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, unless mutually agreed to.

#### 4.04 No Individual Agreements to Conflict

No employee shall be required or permitted to make any written or verbal agreement with the Employer or a representative of the Employer which may conflict with the terms of this collective agreement and/or the local Union bylaws.

#### 4.05 Amalgamation Merger or Regionalization

In the event that the Employer shall merge, amalgamate, or combine any of its operations with any other employer, the Employer agrees to the retention of all rights and benefits for all employees coming within the new bargaining unit of the successor employer, in compliance with Section 35 of the *Labour Relations Code of B.C.*

#### 4.06 Picket Line Protection

An employee covered by this agreement shall have the right to refuse to cross a union picket line or refuse to do the work of a striking or locked out employee, or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to do any of the preceding shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action other than loss of wages for the period involved.

#### 4.07 Union Dues

- (a) The Employer shall deduct from every employee covered by the bargaining unit any initiation fees, monthly dues, or assessments levied, in accordance with the Union Constitution and/or Bylaws, and owing to the Union.
- (b) Deductions will be made each payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following the month for which deductions have been made, accompanied by a list of all members from whose wages the deductions have been made.

### **ARTICLE 5. DISCIPLINARY PROCEDURES**

#### 5.01 Adverse Report

- (a) The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union and to the C.U.P.E. representative. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her

record for use against him/her in regard to discharge, discipline, promotion, demotion or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

- (b) Where there has been no record of disciplinary action within the last three (3) years, then any and all records of disciplinary action taken prior to that three (3) year period shall not be used against the employee in any new disciplinary matters.
- (c) Failure to grieve an adverse report, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- (d) An employee may apply to have specific records of discipline or adverse reports taken off their file by making a request in writing to the Superintendent of Schools or designate. Approval of such request shall be at the discretion of the Superintendent of Schools or designate.

#### 5.02 Discipline and Dismissal

Subject to the employee's prerogative to invoke Grievance Procedure as provided in Article 6 of this agreement, any employee may be disciplined or dismissed for cause with full details and notice in writing to be given within three (3) days to the employee and the Union. Upon dismissal, the only benefit subject to forfeit is service recognition pay [as defined in Section 10.15], any forfeiture of which shall be at the discretion of the Employer.

#### 5.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

#### 5.04 Right to Have Steward Present

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward to be present at the interview.

- (b) A steward or Local Union Officer shall have the right to consult with a C.U.P.E. staff representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

## **ARTICLE 6. GRIEVANCE PROCEDURE AND ARBITRATION**

6.01 In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable; such question or difference shall be finally and conclusively settled without stoppage of work in the following manner.

- (a) Definition of Grievance:

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has or where the Employer has been alleged to have acted unjustly, improperly or unreasonably. Such difference or question shall be finally and conclusively settled without stoppage of work as set out below.

- (b) Grievance on Safety, Harassment or Discrimination:

An employee, or a group of employees, requested to work under conditions which he/she believe to be unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) shall:

- (i) Stop work.
- (ii) Employee with two (2) other C.U.P.E. members will try to resolve it through the Assistant Superintendent's office before the end of the next working day.
- (iii) Failing settlement under Step (ii) above, the employee has the right to file a grievance in the third step of the grievance procedure.

- (c) Deviation from Grievance Procedure:

After a grievance has been formally initiated by the employee, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the written consent of the Union. Violation of this section shall result in the grievance being disallowed. The reverse would also apply.

## 6.02 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

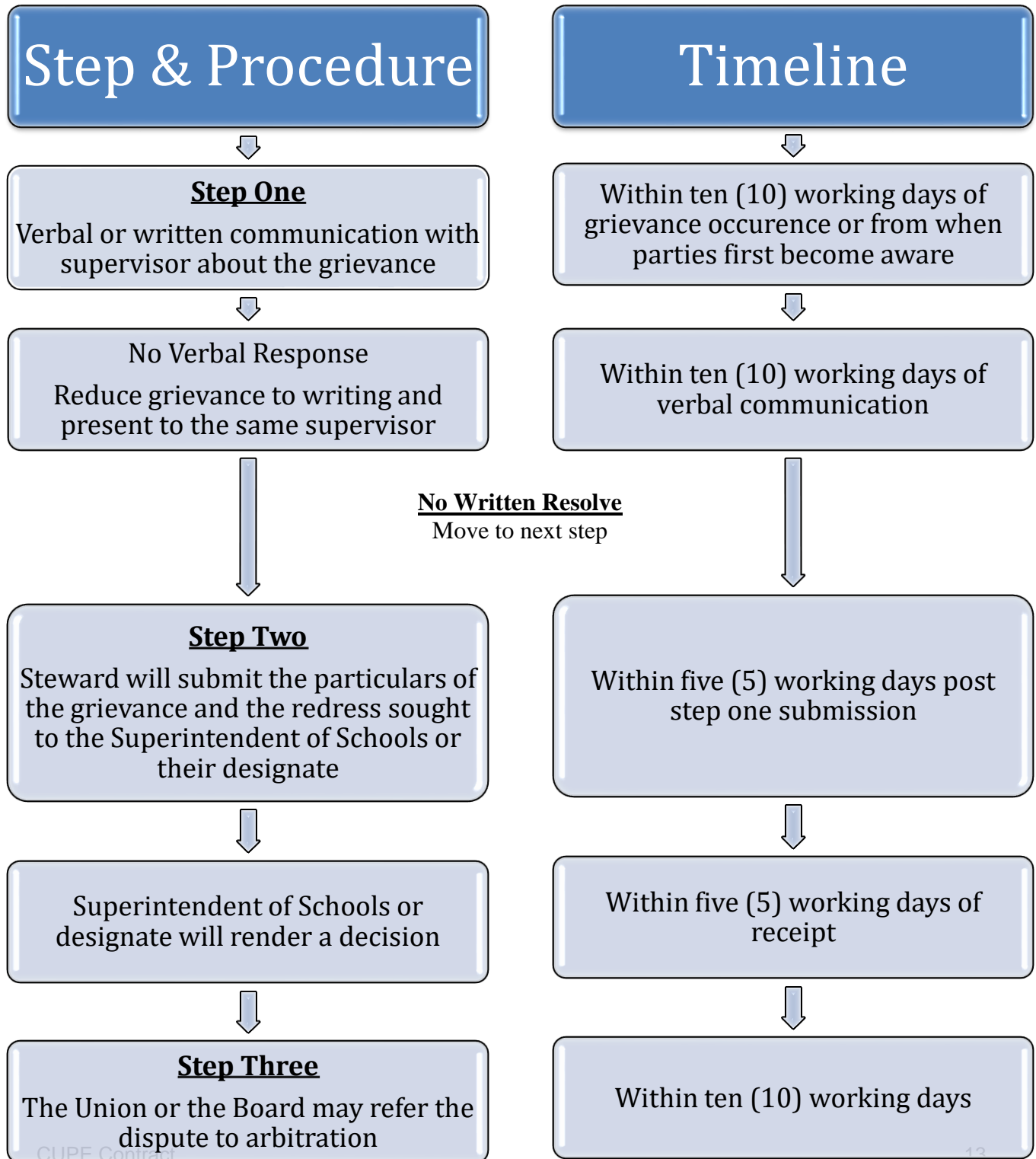
- (a) Step 1 - Such difference or grievance may first be discussed verbally with the supervisor concerned by the grievor (or his/her representative) and with the shop steward or other member of the Union present; or it may be reduced to writing by the grievor and taken up by the employee (or his/her representative) and a representative of the Union with the said employee's supervisor. At each step of the Grievance Procedure the grievor shall have the right to be present. The grievance, whether taken up verbally or in writing, must be commenced within ten (10) working days of the occurrence of the alleged difference or grievance or from when the parties first became aware of the occurrence. Where an employee (or his/her representative) elects to discuss the matter verbally and the grievance is not resolved, then it shall be reduced to writing and again presented to the supervisor with whom it was discussed verbally before being advanced to subsequent grievance steps. Such reduction to writing and presentation to the supervisor shall take place within ten (10) working days of the verbal discussion. Replies to grievance shall be in writing at all stages.
- (b) Step 2 - Failing satisfactory settlement within five (5) working days after the dispute has been submitted under Step 1, the steward will submit to the Superintendent of Schools or designate, a written statement of the particulars of the grievance and the redress sought. The Superintendent of Schools or designate shall render his/her decision within five (5) working days after receipt of such notice.
- (c) Step 3 - Failing settlement being reached in Step 2, the Union or Board may refer the dispute to arbitration within ten (10) working days.

6.03 Should the Board or the Union initiate the grievance, the matter may be initiated at Step 2, as set out in section 6.02(b) of this Article.

**FOR A SUMMARY OF GRIEVANCE PROCEDURE PLEASE REFER TO FLOWCHART ON FOLLOWING PAGE.**

## SUMMARY OF GRIEVANCE PROCEDURE

- The Grievor has the right to be present at all stages
- Replies in writing at all stages



#### 6.04 Arbitration

(a) Expedited Arbitration:

Either party may invoke the expedited arbitration procedures of the B. C. Labour Code to facilitate the settlement of grievances, rather than arbitration as outlined in sections 6.04(b) and 6.05.

(b) Sole Arbitrator:

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) working days thereafter the parties shall select a sole arbitrator. If the parties cannot agree on the selection of an arbitrator the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.

(c) The Arbitrator shall report his/her decision on the grievance. The decision of the Arbitrator shall be final and binding on all persons bound by this agreement.

(d) The expenses and compensation of the arbitrator shall be shared equally between the parties.

#### 6.05 Board of Arbitration

By mutual agreement, the parties may elect to use a three (3) person Board of Arbitration. Within five (5) working days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of it's appointee. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within five (5) working days, the appointment shall be made by the Director of the Arbitration Bureau upon request of either party. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the chairman shall be shared equally between the parties.

#### 6.06 Suspension of Time Limits

Wherever a stipulated time limit is mentioned in this article, the said time limit may be extended by mutual consent of both parties.



## **ARTICLE 7. HOURS OF WORK AND SHIFTS**

### 7.01 Hours of Work

The regular hours of work for full-time employees, excepting clerical employees, shall be eight (8) consecutive hours, exclusive of the lunch periods and the time designated between the first and second portions of split shifts, and five (5) days per week, Monday to Friday, inclusive.

7.02 The regular hours of work for full-time clerical employees shall be seven (7) consecutive hours per day, exclusive of the lunch period, and five (5) days per week, Monday to Friday, inclusive, and shall be scheduled between the hours of 6:00 a.m. and 6:00 p.m.

7.03 The five (5) day, forty (40) hour working week is the established policy of the Board for all full-time employees except for clerical employees, Education Assistants, Childcare Workers and Aboriginal Support Workers who work thirty-five (35) hours in a five (5) day week between the hours of 6:00 a.m. and 6:00 p.m. All employees, clerical or non-clerical, working less than full time as shown above, shall have their hours scheduled and posted in the same manner as full-time employees.

### 7.04 Shifts

Day Shift shall be eight (8) consecutive hours, excluding one-half (1/2) hour for mealtime, commencing at six a.m. (6:00 a.m.) and completed by six p.m. (6:00 p.m.), Monday to Friday, inclusive, except in cases mutually agreed upon between the School Board and the Union.

7.05 Afternoon Shift shall be eight (8) consecutive hours, excluding one-half (1/2) hour for mealtime, commencing at twelve p.m. (12:00 p.m.) and completed by twelve o'clock (12:00 a.m.) midnight, Monday to Friday, inclusive, except in cases mutually agreed upon between the School Board and the Union.

7.06 Graveyard Shift shall be eight (8) consecutive hours, including one-half (1/2) hour for mealtime, commencing at eleven p.m. (11:00 p.m.) and completed by seven a.m. (7:00 a.m.), Monday to Friday, inclusive.

7.07 Split Shift, except Crossing Guard positions, shall be eight (8) hours, including one-half (1/2) hour for mealtime, and shall be concluded within ten (10) hours of commencement. Crossing Guards will work fifteen (15) hours per week, when school is in session, with two (2) one and a half (1.5) hour non-consecutive shifts per day, one in the morning and one in the afternoon.

7.08 Weekend Shift shall be two eight (8) hour shifts taking place on Saturday and Sunday.

## 7.09 Special Shift Provisos

- (a) Where a regular full-time employee is reassigned to a shift other than Monday to Friday, inclusive, the work week shall consist of five (5) consecutive days, and where possible, shall be followed by two (2) consecutive days off, with the first day deemed to be Saturday and the second day deemed to be Sunday. The Employer shall give forty-eight (48) hours' notice prior to scheduled days off to change a scheduled shift.
- (b) A compressed work week shall be by common consent of C.U.P.E. Local 801, the employee and supervisor, which consent shall not unreasonably be withheld and shall not exceed an average of the hours per week as per clause 7.03. The appropriate shift differential shall be paid only for those hours worked past 7:00 p.m. The work day is deemed to be from 6:00 a.m. to 7:00 p.m.
- (c) Maintenance employees required to be on standby shall receive one (1) hour of banked time for each weekend day on standby.

As provided for in the 2019-2022 Provincial Framework Agreement item 3, the following language will be implemented commencing July 1, 2020.

- (c) Maintenance employees required to be on standby shall receive two (2) hours of banked time for each weekend day on standby.

## 7.10 Shift Differential

A shift differential of thirty-five (35) cents per hour will be paid if the shift falls within the definition of an afternoon shift; forty-three (43) cents per hour if the shift falls within the definition of a graveyard shift.

As provided for in the 2019-2022 Provincial Framework Agreement item 3, the following language will be implemented commencing July 1, 2020:

## 7.10 Shift Differential

A shift differential of three percent (3%) will be paid if the shift falls within the definition of an afternoon shift; six percent (6%) if the shift falls within the definition of a graveyard shift. Notwithstanding the above, shift differential will not apply to any shift that begins and ends within the dayshift hours.

## 7.11 Overtime

All time worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be deemed overtime except for office and clerical staff which shall be seven (7) hours in any one day, thirty-five (35) hours in any one week. Where conditions necessitate overtime and where the work is authorized, such overtime shall be paid for at the following rates:

- (a) Time and one-half the standard rate of pay for time worked in excess of eight (8) hours in a day or forty (40) hours in a week at standard rate of pay for employee categories working an eight (8) hour day; in excess of seven (7) hours in a day or thirty-five (35) hours in a week for categories working a seven (7) hour day.
- (b) Double standard rate of pay for time worked in excess of ten (10) hours in a day or forty-three (43) hours in a week for employee categories working an eight (8) hour day; in excess of ten (10) hours in a day or thirty-eight (38) hours in a week for employee categories working a seven (7) hour day.
- (c) For those full-time employees on a compressed work week schedule, time and one-half the standard rate of pay for the first two (2) hours worked beyond the agreed to daily schedule or for the first three (3) hours worked beyond the agreed to weekly schedule, thereafter the rate of pay shall be double the standard rate. Part-time employee overtime rates will be by individual agreement between the Union and the Employer.

7.12 Except for employees working less than one-quarter (1/4) of full time on a regular basis, all time worked on a Sunday shall be paid for at the rate of double time; time worked on an employee's other scheduled weekly day off shall be paid for at the rate of time and one-half.

#### 7.13 Banking of Overtime Hours

- (a) Overtime compensation, at the applicable rates outlined in Article 7.11, shall be monetary or in time off, at the employee's option. If the employee chooses time off, such time shall be scheduled by mutual agreement of the employee and the Employer.
- (b) Overtime banked from January to June each year shall be taken prior to December 31st of that year, and overtime banked from July to December shall be taken prior to June 30th the following year. Under special circumstances an employee may apply to the Joint Labour Management Committee to carry over banked time beyond these limits.

#### 7.14 Callout and Miscellaneous

Any full-time employee who is called in and required to work outside their scheduled working hours shall be paid for a minimum of two (2) hours at overtime rate for each callout. Regular part-time employees not working in excess of Article 7.11 shall receive a minimum of two (2) hours' pay at straight time for each callout.

7.15 (a) Any employee reporting for work for a scheduled shift shall be paid at their

regular rate of pay for the entire period of work with a minimum of two (2) hours' pay if they do not commence work and a minimum of four (4) hours' pay if the employee does commence work.

- (b) Exemptions from the four (4) hour minimum are:
  - (i) Supervision Assistant I;
  - (ii) Crossing Guards;
  - (iii) small schools with fewer than 75 students, in which case a two (2) hour minimum will apply;
  - (iv) other positions by mutual agreement.
- (c) 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.
- (d) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.
- (e) The rate of pay for all hours of any combined job shall be paid at the highest hourly rate of the combined classifications.

7.16 For the purpose of computing pay, the end of a day shall be deemed to be midnight, and the end of the week shall be Saturday midnight, except in the case of those employees starting a scheduled shift under Clause 7.06, prior to Saturday midnight, in which case the end of that employee's week shall be the end of that shift.

#### 7.17 Rest Period

- (a) All employees shall be permitted a fifteen (15) minute rest period both in the first half and in the second half of the shift.
- (b) When Education Assistants, Aboriginal Support Workers and Childcare Workers are away from Employer owned sites, management reserves the right to schedule breaks according to necessity, in consultation with the employee.

## **ARTICLE 8. LEAVE OF ABSENCE**

### **8.01 Union Leave**

- (a) Time off without loss of regular salary shall be granted to not more than five (5) regularly appointed union representatives (including the President) to participate in contract bargaining and Labour Management Committee meetings called by the parties.
- (b) Time off without loss of regular salary shall be granted to not more than four (4) regularly appointed union representatives (including the President) to participate in Grievance Committee meetings called by the parties.
- (c) Time off without loss of regular salary shall be granted to a steward to represent members at investigation or disciplinary meetings called by the Employer.

- 8.02
- (a) Official representatives of the Union will be granted a leave of absence without pay to attend union conventions or perform any other function on behalf of the Union and its affiliations.
  - (b) Representatives should notify the Superintendent of Schools or designate of the release time needed at least three (3) working days in advance.
  - (c) Such leave of absence shall not affect an employee's seniority and/or benefits contained in this agreement.

- 8.03
- Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay for a period up to one (1) year and such leave may be renewed each year on request. Such leave shall not affect the employee's seniority.

### **8.04 Jury Duty**

Employees shall be given leave of absence without reduction in regular salary when serving on juries or when subpoenaed as a court witness providing the employee remits to the Board any monies received for such services.

### **8.05 Compassionate Leave**

- (a) An employee shall be granted a period not to exceed five (5) working days without loss of regular salary in the event of death or critical illness of the employee's spouse, parent (or employee's spouse's parent), grandparent, sibling, child, grandchild, legal ward, son-in-law or daughter-in-law.

- (b) Where a special relationship has existed with relatives not covered in the above, the employee may request compassionate leave, setting out the basis of the special relationship. Where the Board accepts the validity of the special relationship, the compassionate leave granted shall be as set out above.

#### 8.06 Special Leave

Leave of absence without loss of seniority and benefits will be granted for the following reasons:

- (a) Formal hearing to become a Canadian citizen - one (1) day's leave with pay.
- (b) In the event that a serious household or domestic emergency arises, such as fire, water or landslip causing structural damage, major accident to a member of the household, etc. - one (1) day's leave with pay.
- (c) To attend the graduation ceremonies at University, B.C.I.T., or other Provincial Educational Institute from a course at a level not less than a two (2) year diploma or equivalent, where the graduate is the employee, the employee's spouse, child or legal ward - one (1) day's leave with pay.

As provided for in the 2019-2022 Provincial Framework Agreement item 3, the following language for 8.06(c) will be implemented commencing July 1, 2020:

- (c) To attend the graduation ceremonies at a secondary school, University, or other Provincial Educational Institute from a course at a level not less than a two (2) year diploma or equivalent, where the graduate is the employee, the employee's spouse, child or legal ward – one (1) day's leave with pay.
- (d) To attend the delivery or adoption of his/her child - one (1) day's leave with pay.

8.07 Notwithstanding the above paragraphs, an employee shall be granted up to five (5) work days (not necessarily consecutive) leave of absence without pay but without loss of benefits or seniority to administer bereavement responsibilities as executor.

8.08 Employees shall be entitled to a leave of absence without pay for personal reasons with the approval of the Employer. Such leave of absence will not exceed twenty (20) working days. Employees on such leave of absence shall continue to accumulate seniority during such leave.

8.09 (a) Leaves of absence in excess of twenty (20) working days may be granted by the Employer providing that a replacement satisfactory to the Employer

can be obtained. Time spent on a leave of absence in excess of twenty (20) working days shall not accumulate seniority nor count for vacation entitlement. Also, the responsibility for the payment of fringe benefits shall rest with the employee, the calculation of which shall be given to the employee prior to the leave of absence taken.

- (b) When an employee proceeds on long-term leave of absence, every effort will be made to return him/her to his/her original position upon return. This is usually accomplished automatically by filling the position with a temporary appointment expiring upon his/her return. Circumstances may, however, change the job needs during the leave. In the event that such change or changes constitute a layoff as defined in Article 16.01, then the provisions of Article 16.03, Bumping, apply.

#### 8.10 Education Leave

- (a) Where the Employer requires an employee to attend a course of instruction, the full costs associated with such a requirement shall be assumed by the Employer.
- (b) Where an employee requests leave to attend a course of instruction, payment of any costs will be at the discretion of the Employer.
- (c) All leaves of absence granted under this article shall be considered as time worked if the course of instruction occurs during working hours.

#### 8.11 Discretionary Leave

Upon written application to the Employer, and providing a satisfactory replacement is available, if required, one (1) day's discretionary leave per budget year with pay shall be granted to each employee who has accumulated two (2) years seniority with the Board.

#### 8.12 Deferred Salary Leave Plan

The Board agrees to maintain a Deferred Salary Leave Plan for the use by employees covered by this agreement.

#### 8.13 Maternity Leave

- (a) When a pregnant regular employee takes the maternity leave to which she is entitled pursuant to the *Employment Standards Act*, the Board shall pay 25% of the current salary for the first week of the leave and 25% of the current salary less any EI received for the second week of the leave.

- (b) The Board agrees to enter into a Supplemental Employment Benefit Plan Agreement required by the *Employment Insurance Act* in respect of such maternity payments.

#### 8.14 Other Leaves

Leaves of absence with or without pay may be considered in addition to or for purposes other than those set out in the above provisions.

### **ARTICLE 9. WORK AWAY FROM REGULAR CENTRE**

9.01 In an emergency situation any employee may be required to work away from his/her posted job location to any part of the school district for not more than fifteen (15) consecutive working days. Any additional costs of transportation shall be borne by the Employer.

9.02 All travelling time, except to and from regular duties, shall be regarded as part of a normal shift, except where travelling is done after a shift is finished. Travelling done after a shift is finished will be paid for at the overtime rate.

#### 9.03 Summer Scrub Crews

When Custodial Summer Crews are utilized, the following shall be adhered to:

- (a) There may be three (3) crews, as follows:
  - (i) Crew A: Pender Harbour, Madeira Park.
  - (ii) Crew B: Sechelt, Chatelech, Davis Bay, West Sechelt, Halfmoon Bay, Kinnikinnick, Phoenix, Field Road.
  - (iii) Crew C: Roberts Creek, Cedar Grove, Gibsons, Heritage Building, Elphinstone, Langdale, School Board Office.
- (b) Crews will function only in July and August.
- (c) Crews may have a combination of ten (10) and eight (8) hour shifts, in accordance with the collective agreement.
- (d) Crew members will attend meetings prior to summer clean-up to have input into scheduling and work loads.
- (e) Crew members' travel time to and from their posted positions to the summer work sites will be counted as time worked.



- (f) Crews will be assigned clean-up time in person hours which is equitable across the district.
- (g) Crew schedules for each work site will show the following:
  - (i) total number of person hours of the summer crew as well as the total number of person hours the posted custodial staff have already had for summer clean-up;
  - (ii) specific jobs assigned to each member of the crew. These jobs are to be rotated on a day-to-day or school-to-school basis at the agreement of the crew members and the Custodian III.
- (h) Crews will receive a priority list of jobs that will be applied equitably across the district.
- (i) Lead hand rate will be paid to the senior custodial person on each crew. If the senior custodial person is absent, the next senior person will receive this rate, etc.
- (j) Crews will be composed of the normal custodial staff for the assigned area ('a' above).
- (k) Crew members may switch crews providing the request is reasonable and has approval of the Custodial Supervisor. This request will not be unreasonably refused.
- (l) Each crew will be provided with all necessary equipment, including a carpet cleaner.
- (m) Whenever possible, the summer work schedule will be organized so that a member of the posted custodial staff will be on hand during summer clean-up. It is understood that flexibility may be necessary due to construction, vacation schedules and emergencies.
- (n) A crew member requesting to work alone will be accommodated whenever possible. It is understood that this request will not be unreasonably refused.

## **ARTICLE 10. EMPLOYEE BENEFITS**

### **Preamble**

“Regular and Temporary Employees” shall be entitled to all fringe benefits provided by the collective agreement, from date of hire, except as otherwise provided.

## 10.01 General

- (a) The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health and group life insurance benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.
- (b) Once the trust is able to take on that responsibility, the parties agree that they will participate on the following conditions.
  - (i) If there is no penalty clause in the current contract(s) with existing benefits carrier(s)/consultant(s), as soon as possible; or
  - (ii) If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
- (c) Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendation Regarding Outstanding Accord Matters dated March 21, 2001.
- (d) The Parties further agree to participate in a government funded long term disability plan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.
- (e) 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.

## 10.02 Public Sector Pension Plan Act

Employees shall be covered by the provisions of the *Public Sector Pension Plan Act*. Retirement shall be in conformity with the *Municipal Pension Plan Rules*.

## 10.03 Employee Medical and Dental Benefits

- (a) Enrollment in the Medical Services Plan of British Columbia and the Extended Health Plan shall be a condition of employment for all regular employees, excepting those whose spouse has coverage in a similar plan. All premiums shall be paid by the Employer. The Plan shall include:
  - (i) Prescription drugs - paid at 100%.
  - (ii) Massage/physio combined - \$400.00 maximum per calendar year.

- (iii) Chiropractor/naturopath combined - \$400.00 maximum per calendar year.
- (iv) Vision care - \$400.00 per twenty-four (24) month period.
- (v) Hearing aids - \$900.00 per twenty-four (24) month period.
- (vi) Orthotics - \$400.00 per twenty-four (24) month period.
- (vii) Direct billing cards.
- (viii) Psychologist - \$300 per calendar year.

For specific coverages, refer to the Group Benefits booklet or contact the payroll department.

(b) A Dental Plan shall be available to all regular employees. The Board shall pay the premium costs for employees working half-time [fifteen (15) hours per week or more]. Employees working less than half-time shall pay prorated premiums. The coverage shall include:

- (i) Plan "A": 90% coverage - basic dental care (you pay 10%) - examination, x-rays, fillings, etc.; "emergency dental care" is covered the same as above anywhere in the world. You will be reimbursed as per the B.C. fee schedule.
- (ii) Plan "B": 50% coverage - crowns and bridges (you pay 50%).
- (iii) Plan "C": 50% coverage - orthodontics (maximum of \$2,000 per lifetime).

(c) Long Term Disability Plan:

- (i) A Long Term Disability Plan shall be available to all regular employees working fifteen (15) hours or more per week. Premiums shall be paid by the Employer.

#### 10.04 Group Life Insurance

The Board shall institute group life insurance for C.U.P.E. members at one (1) times an employee's annual earnings, effective September 1, 2000.

#### 10.05 Sick Leave

(a) After completion of the probationary period, all regular employees shall be entitled to Sick Leave on the basis of one and one-half (1-1/2) working days per month for each working month and the unused portion shall be permitted to accumulate without maximum, provided that no more than 150 days of such accumulated sick leave may be used in any one (1) calendar year (January 1st to December 31st.) For the purpose of sick leave allowance and accrued sick leave, one (1) day shall equal the regular working hours of each employee. Notwithstanding the above, at least one

(1) day per month for each working month will be retained specifically for an employee's own illness.

- (b) Sick Leave benefits will only be granted in the event of sickness or as a supplement to Workers' Compensation Board payment.
- (c) The C.U.P.E. Sick Leave Bank (CSLB) shall be maintained by depositing at the beginning of each fiscal year a prorated number of hours from each C.U.P.E. employee's accumulated sick leave. This bank shall be administered by C.U.P.E., Local 801. The C.U.P.E. Executive shall inform the Secretary-Treasurer each June the number of sick leave hours to be deposited in the CSLB. This amount shall not exceed 600 hours in any one (1) year.
- (d) Any C.U.P.E. employee with no available sick time may apply to the CSLB for assistance.
- (e) Employees on sick leave shall be able to return to work on a part-time basis for a period up to six (6) months upon their doctor's recommendation, subject to the availability of an appropriate relief employee.
- (f) When it is necessary to utilize medical or dental services in Metropolitan Vancouver or some other center, the necessary time off will be allowed, with pay, to a maximum of five (5) days, to be charged against accumulated sick leave. It shall be considered "necessary" when services are neither sufficient nor available on the Sunshine Coast.
- (g) Family Illness/Emergency:
  - (i) An employee shall be entitled, after notifying his/her supervisor, to use a maximum of three (3) days' accumulated sick leave during the illness of an immediate family member living in the same house as the employee. This provision is applicable to more than one illness per year. The Employer reserves the right to require a medical certificate covering the illness of the family member.
  - (ii) In cases of extreme or prolonged illness of a spouse or child, the employee shall have the right to appeal to the Board for special compassionate leave, and where no substitute is used the time taken shall be with pay against accumulated sick leave. Where a substitute is used the leave may be without pay, or with pay against sick leave, or a combination of both, at the discretion of the Board. Such leave shall not be withheld unjustly.

10.06 Employees may be required to provide a medical certificate as proof of eligibility for benefits under this article. The costs of such a letter will be borne by the Employer.

- 10.07 An employee shall be advised of the amount of Sick Leave to his/her credit on the employee's earnings statement.
- 10.08 All Sick Leave credits, except as may be payable under preceding clauses, are cancelled upon termination of employment.
- 10.09 Sick Leave pay shall be paid for the first day not covered by the Workers' Compensation Act when the employee has accumulated Sick Leave credits.
- 10.10 By February 28th of each year, the Employer shall advise each employee, in writing, of the amount of Sick Leave accrued to his/her credit as at December 31 of the previous year.
- 10.11 In the event of death of an employee, the value of all accrued Sick Leave shall be paid to the employee's estate.
- 10.12 (a) An employee having accrued Sick Leave to his/her credit shall, on retirement, receive an allowance in lieu thereof equal to 50% of such credit to a maximum of 43-1/2 working days (two regular months) at the rate of pay effective immediately prior to retirement.
- (b) At the employee's request, the payment of this allowance shall be a lump sum payment at the time of termination or retirement, or, for income tax purposes, held over to any taxation year following termination of employment. But, where an employee of his/her own free will elects to retire earlier than the normal retirement date and does not notify the Board before January 31st of the year in which he/she decides to retire, so that the allowance can be budgeted for, the Board reserves the right to pay the allowance in the subsequent year.
- 10.13 Workers' Compensation Supplement
- (a) If an employee is entitled to Workers' Compensation benefits, such benefits are to be paid directly to the employee. In addition, the Board will pay the difference between the employee's full salary and the amount of the Workers' Compensation Board payments, so long as the accumulation of Sick Leave benefits permits.
- (b) The charge against the Sick Leave, after the first day, shall be equal to the amount for each day that the Board pays the difference between full salary and the amount of the Workers' Compensation Board payments.

#### 10.14 Employment Insurance

Employees will be covered by the provisions of the *Employment Insurance Act* according to regulations issued from time to time by the Federal Government.

#### 10.15 Service Severance Pay & Service Recognition Pay

It is agreed and understood that "Service Severance Pay" shall be paid employees of the Employer on the following basis:

(a) Service Recognition Pay:

Employees terminating from the service of the Employer, other than by way of retirement or culpable termination, and who have completed seven (7) years of service, shall be paid two (2) days' pay for each calendar year of service. Part-time service shall be calculated on a pro rata basis.

(b) Service Severance:

Employees terminated from the service of the Employer by way of a non-culpable termination shall be paid three (3) days' pay for each calendar year of service up to, and including, the sixth (6th) year, and four (4) days' pay per calendar year of service for the seventh (7th) and subsequent years. Part-time service shall be calculated on a pro rata basis.

(c) Retirement:

Employees retiring from the service of the Employer shall be paid four (4) days' pay for each year of service.

10.16 The Board and the Union agree that the definition of spouse for the purposes of benefits includes same sex couples.

#### 10.17 Employee and Family Assistance Program

The Board confirms its support for the joint Employee and Family Assistance Program that has been implemented in conjunction with all employee groups. The Board commits a minimum of \$14,000 per year to support this program. Extra amounts are to be established annually in conjunction with the setting of the district's operating budget.

#### 10.18 Daycare Refund

A parent with dependent children under the age of twelve (12) shall, upon presentation of a receipt from the daycare provider by June 30th, be provided with a one hundred dollar (\$100.00) refund each school year.

#### 10.19 First Aid Recertification Reimbursement

Effective July 1, 2020, the Employer agrees to reimburse temporary and regular employees up to \$100.00 for an approved first aid recertification course if required by the Employer.

### **ARTICLE 11. HEALTH AND SAFETY**

#### 11.01 Computer Work Stations

- (a) Where an employee is required to work at a computer work station, the following will apply:
  - (i) The School Board, whenever possible, will provide suitable equipment (i.e. adjustable chairs, keyboards at proper typing heights) and keep screen glare to a manageable level.
  - (ii) Upon request, the Employer shall assist employees in adjusting computer work stations to minimize the risk of musculoskeletal injury.

#### 11.02 Eye Examination

- (a) When a majority of an employee's daily work time requires monitoring such VDT's, such employees shall have their eyes examined by an ophthalmologist of the employee's choice at the nearest community where medical facilities are available, and after six (6) months a further test, and annually thereafter, if the employee so requests. The examination shall be at the Employer's expense where costs are not covered by insurance. Time off work to attend the eye test shall be granted with pay.
- (b) Where it is determined that glasses are required, the Board shall pay up to a maximum of \$100.00 towards the cost of those glasses which is in excess of the coverage in the EHB Plan.

#### 11.03 Communicable Diseases

- (a) An employee working in an environment where serious communicable diseases have been determined by the School Medical Health Office to exist may request that the Board provide a Hepatitis "B" inoculation. Upon

approval of the Superintendent of Schools or designate the Board will pay 50% of the cost of such inoculation.

- (b) An employee will receive reimbursement of flu inoculations if free flu clinics are not offered by public health.
- (c) Employees shall receive training in communicable diseases from proper medical personnel where applicable to their job.

#### 11.04 Employee Safety

- (a) The Employer will provide as soon as practicable a safety summoning device at locations where employees work alone or are required to work in isolated areas.
- (b) All custodial and maintenance employees shall be given an initial hearing test after completion of their probationary periods and annually thereafter.
- (c) Upon application to the Employer, employees who have successfully completed Occupational First Aid training shall be refunded the cost of the course.
- (d) Each calendar year, maintenance and custodial staff shall, upon presentation of a receipt, be provided with a \$50.00 refund for the purchase of safety footwear.

As provided for in the 2019-2022 Provincial Framework Agreement item 3, the following language will be implemented commencing July 1, 2020:

- (d) Each calendar year, maintenance and custodial staff shall, upon presentation of a receipt, be provided with a \$100.00 refund for the purchase of safety footwear.

### **ARTICLE 12. PROTECTIVE CLOTHING**

12.01 The Employer shall provide the following protective equipment/clothing in each school:

- (a) adequate ear protectors,
- (b) a supply of dust masks and rubber gloves,
- (c) eye safety goggles.

12.02 The Employer shall provide the following protective equipment/clothing in the Maintenance Department:



- (a) adequate ear protectors and a supply of dust masks,
- (b) rubber gloves,
- (c) work gloves (the Employer may require the employee to return the old gloves),
- (d) wet weather gear for employees normally not assigned to work outside on a full-time basis,
- (e) two (2) pairs of coveralls - to be replaced.
- (f) arc protection clothing where appropriate.

### 12.03 Coveralls

Upon initial appointment to the school district, the school district will provide two (2) pairs of coveralls to each member of the maintenance staff. One (1) pair will be provided at each secondary school for the use of the custodial staff. Cleaning of the coveralls is the responsibility of the employee. When a pair of coveralls is in need of replacement, this will be arranged by the Employer upon agreement that the old pair is no longer serviceable.

## **ARTICLE 13. TOOLS**

- 13.01 (a) The Employer will supply necessary power tools to maintenance employees.
- (b) All tradesmen and apprentices shall submit a list of personal tools used on the job to the Employer for approval. This list will be reviewed yearly in February.
- (c) Where an employee is required to use personal hand tools, the Employer shall replace any hand tools as a result of wear and tear or theft up to a maximum value of \$100.00 for any one tool. This replacement cost shall be limited to \$300.00 per annum per maintenance employee.

## **ARTICLE 14. GENERAL PROVISIONS**

### 14.01 Use of Employees' Vehicles

- (a) The Employer does not require any employee covered by this agreement to own a vehicle as a condition of employment. Further, the Employer shall endeavour, as soon as possible, to phase out the use of employee vehicles.
- (b) If an employee is requested and consents to use his/her own vehicle for the Employer's purposes, he/she shall be paid mileage at the prevailing mileage rates paid by the Provincial Government to its employees.

#### 14.02 Substitutes

- (a) If an employee substitutes on any job during the absence of another employee, or performs duties of a higher classification, he/she shall receive the rate of pay for the job, or his/her regular rate, whichever is greater.
- (b) In multi-employee work locations, qualified part-time employees will be offered on a seniority basis the first chance for extra employment.

#### 14.03 School Function

- (a) The Employer may require a member of the custodial staff to be in attendance at any school function and to work required overtime to prepare the facilities for the next school session.
- (b) Except for School Board functions, the Employer shall be required to have a member of the bargaining unit in attendance during any other function where school facilities are used. The Union agrees that employees other than full-time employees may be used, but only when the school facilities are being used outside of the regular shift of the custodial staff.
- (c) It is agreed, when any school facility is booked for a continuous function in excess of three (3) days, the Employer will notify the senior custodian and/or custodian I so as to minimize operational problems.

#### 14.04 Payment of Salaries

Salaries shall be paid bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement.

#### 14.05 Personal and Sexual Harassment

- 1. General
  - (a) The Employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
  - (b) The Employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.

- (c) No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- (d) All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- (e) The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

## 2. Definitions

### (a) Harassment includes:

- (i) sexual harassment; or
- (ii) any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
- (iii) objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
- (iv) the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- (v) misuses of power or authority such as intimidation, threats, coercion and blackmail.

### (b) Sexual harassment includes:

- (i) any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- (ii) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- (iii) an implied promise of reward for complying with a request of a sexual nature; or
- (iv) a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

## 3. Resolution Procedure

### (a) Step 1

- (i) The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
  - (ii) Before proceeding to Step 2, the complainant may approach his/her administrative officer, shop steward or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article 14.05.5 Informal Resolution Outcomes.
- (b) Step 2
- (i) If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
  - (ii) The complaint should include the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
  - (iii) The Employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
  - (iv) In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the Employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.
- (c) Step 3
- (i) The Employer shall review the particulars of the complaint as provided by the complainant pursuant to Article 14.05.3.b.i. The Employer may request further particulars from the complainant. Upon the conclusion of such a review, the Employer shall:
    - (1) initiate an investigation of the complaint and appoint an investigator pursuant to Article 14.05.3.c.iii below, or;
    - (2) recommend mediation or other alternative disputes resolution processes to resolve the complaint.
  - (ii) Should the complainant not agree with the process described in Article 14.05.3.c.i(2), the Employer shall initiate an investigation. The Employer shall provide notice of investigation.
  - (iii) The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator

shall be of the same gender as the complainant and where practicable the request will not be denied.

- (iv) The investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

#### 4. Remedies

- (a) Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - (i) reinstatement of sick leave used as a result of the harassment;
  - (ii) any necessary counselling where EFAP services are fully utilized or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - (iii) redress of any career advancement or success denied due to the negative effects of the harassment;
  - (iv) recovery of other losses and/or remedies which are directly related to the harassment.
- (b) Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- (c) The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- (d) If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- (e) If the Employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance as per Article 6.02(b) (Settling of Grievances). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

#### 5. Informal Resolution Outcomes

- (a) When a complainant approaches an administrative officer and alleges harassment by another CUPE member, the following shall apply:
  - (i) All discussions shall be solely an attempt to mediate the complaint;

- (ii) Any and all discussions shall be completely off the record and will not form part of any record;
  - (iii) Only the complainant, respondent, and administrative officer shall be present at such meetings;
  - (iv) No discipline of any kind would be imposed on the respondent; and
  - (v) The CUPE and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article 14.05.5.a.
- (b) Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article 14.05.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- (c) In the circumstances where a respondent has acknowledged responsibility pursuant to Article 14.05.5.a, the Employer may advise a respondent of the expectations of behaviour pursuant to Article 14.05 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.
6. Training
- (a) The Employer, in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- (b) The awareness program shall include but not be limited to:
- (i) the definitions of harassment and sexual harassment as outlined in this Agreement;
  - (ii) understanding situations that are not harassment or sexual harassment, including the exercise of an Employer's managerial and/or supervisory rights and responsibilities;
  - (iii) developing an awareness of behaviour that is illegal and/or inappropriate;
  - (iv) outlining strategies to prevent harassment and sexual harassment;
  - (v) a review of the resolution of harassment and sexual harassment as outlined in this Agreement;

- (vi) understanding malicious complaints and the consequences of such;
- (vii) outlining any Board policy for dealing with harassment and sexual harassment;
- (viii) outlining laws dealing with harassment and sexual harassment which apply to employees in BC.

#### 14.06 Access to Personnel Files

An employee shall have the right, by appointment through the Superintendent of Schools or designate to have access to and review his/her personnel file, and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

#### 14.07 Indemnification Clause

The School Board agrees to defend, save harmless and indemnify the employee from any demands, claims, suits, actions or other proceedings which may be brought against him/her and which arise from the proper performance of his/her duties and for any cost, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith. This covenant does not apply in respect of any criminal acts committed by the employee or in respect of any civil negligence on the part of the employee occurring outside the course and scope of his/her appointment.

#### 14.08 Anti-Discrimination

- (a) The Employer shall treat all the employees in a just and equitable manner, consistent with the terms of the agreement.
- (b) The Employer shall not discriminate on the basis of race, creed, marital/family status, colour, sex, age, political affiliation or sexual orientation. This does not preclude the Employer's rights where proper and just cause exists according to statute.
- (c) The Employer shall not discriminate against any employee for membership in or for activities on behalf of the Union or for membership in any accredited trade union or political party.

#### 14.09 Whistle Blower Protection

No employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting pollution, W.C.B., sexual harassment or other violations or alleged violations by the Employer. It is agreed the Union shall advise the Employer of any violation it may be aware of prior to reporting any alleged violations, and to afford the Employer reasonable opportunity to correct the violation.

#### 14.10 Training and Professional Development Fund

The Employer will establish in each budget year a fund of \$15,000 for the purpose of employee training and professional development. The administration of this fund will be by a joint committee of employer and employee representatives.

### **ARTICLE 15. SENIORITY**

#### 15.01 Seniority List

The Employer shall maintain two (2) seniority lists - Seniority List 1 and Seniority List 2, as defined below. An updated Seniority List 1 shall be sent to the Union by October 15th and April 15th each year. Seniority List 2 will be sent to the Union by October 15<sup>th</sup>, January 15<sup>th</sup> and April 15<sup>th</sup> each year and will include all shift credits up to September 15<sup>th</sup>, December 15<sup>th</sup> and March 15<sup>th</sup> respectively.

#### 15.02 Establishment of Seniority

(a) Seniority List 1:

- (i) Seniority retroactive to the initial date of employment shall be established on Seniority List 1 for new employees following three (3) calendar months of continuous service in a regular posted position. Such period of time may be extended by mutual consent of both parties, in writing, but such extension should not exceed one (1) month except in unusual circumstances.
- (ii) For employees who transfer to regular employment from Seniority List 2, a seniority date on List 1 will be established as the date started in the regular posted position or as the date started in a temporary posted position if there is no break in service and the position's category is the same (clerical, custodial, maintenance or classroom).
- (iii) Shift credits on List 2 do not transfer over to List 1, except as stated in (i) and (ii) above.

(b) Seniority List 2:

This list has been established for the purpose of applying for posted positions and available shift assignment and includes all temporary and casual employees who have completed ninety (90) shifts within the past three (3) years. Shift is defined as any day on which an employee has worked.

The calculation for value on Seniority List 2 will be:



- (i) Casual and temporary employees will receive one (1) shift credit for each shift worked. When they have accumulated ninety (90) shifts within a three (3) year period of time, they will be placed on Seniority List 2.
- (ii) When determining the most senior person on Seniority List 2 for posting and filling, the total number of shift credits as of the last payroll will be the deciding factor.
- (iii) When determining the most senior person on Seniority List 2 for casual call-in, the total number of shift credits as of the previous posted seniority list will be the deciding factor.

#### 15.03 Retention of Seniority

It is agreed between the parties hereto that seniority shall be retained and accumulated on the following basis:

- (a) Retention of Seniority on Seniority List 1:  
Employees who are laid off shall retain their seniority for a period of twelve (12) months.
- (b) Accumulation of Seniority:
  - (i) Absence due to a bona fide sickness, provided such sickness is attested to by a qualified medical practitioner, if required by the Employer.
  - (ii) Absence while serving in the Armed Forces, during a national emergency for a period of ninety (90) days after honourable discharge.
  - (iii) While on approved maternity leave.

#### 15.04 Loss of Seniority

- (a) An employee shall only lose seniority on Seniority List 1 in the event:
  - (i) He/she is discharged for just cause and is not reinstated.
  - (ii) He/she resigns.
  - (iii) He/she is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
  - (iv) He/she fails to return to work within ten (10) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause, provided however that the ten (10) calendar days commence on the date the Employer registered

the notification of recall. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.

(v) He/she is laid off for a period longer than the time limits contained in Article 15.03.

(b) An employee shall only lose seniority on Seniority List 2 in the event:

(i) He/she is discharged for just cause and is not reinstated.

(ii) He/she resigns.

(iii) He/she has not been called in to work, or is unavailable during any twelve (12) month period (will also be removed from the casual list).

#### 15.05 Role of Seniority in Promotions and Transfers

The parties agree to the principle of promotion from within the service of the Employer and that job opportunity should increase in proportion to length of service. Seniority is accumulated on only one (1) list at any one time. Priority is given to names on List 1, List 2, and then those serving a probationary period. In the event that a position is filled by an employee serving a probationary period, then that probationary period shall start again upon the assumption of the new position. The vacancy created by the transfer of this probationary employee does not require reposting.

#### 15.06 Postings

(a) Where a vacancy occurs, or a new position is created, or there is an increase of twenty percent (20%) of the time worked in an existing position, or a prolonged illness occurs, the Employer shall immediately notify the Union in writing and post notice of the vacancy or new position on bulletin boards for a minimum of five (5) working days and decreased to three (3) working days for the month of August and September only. Postings shall realistically describe the position available, including the work location, and shall be consistent in wording where the jobs are of identical or similar title. All posted vacancies will be available for viewing on the School District employee portal.

(b) July and August: Vacancies will not be posted during the summer months, with the exception of the first week of July and the last week of August. However, if the employee formally appointed to the position following posting and filling in September started working in the position in the summer and has worked without a break in employment until his/her appointment, they will receive retroactive recognition of the time.

(c) When a vacancy has been posted and the senior applicant wishes to defer starting in the position and the request is approved, the position will be offered to the next senior applicant as a temporary position.

- (d) If a previously filled posting is vacated within twenty (20) days, the posting file will be reopened and the position offered to the next senior qualified applicant.
- (e) It is agreed between the parties that, should necessity arise, the vacancy or new position may be filled by a temporary employee for a period not exceeding twenty (20) working days; however, due to unusual circumstances, this period of time may be extended by mutual consent of both parties in writing.
- (f) Employees, other than regular employees, may apply for posted vacancies on the regular staff; however, no regular position shall be filled by employees other than regular employees until all provisions applying to regular employees have been fulfilled.
- (g) Employees who have had significant changes to their jobs, other than by way of technological change, shall be offered the altered position. If they decline the offer, they will be laid off and the job will be posted.

#### 15.07 Casual Callout

Casual employees must complete their current assignment before being reassigned to another position.

#### 15.08 Persons on Temporary Positions Applying for Posted Jobs

- (a) Persons occupying a temporary position may apply for a posted regular or new temporary position in the same manner as any other employee, and the application shall be considered in the same way as all other applications pursuant to the provisions of Article 15.06.
- (b) In the event that the employee holding the temporary position is awarded that regular position or new temporary position, as applicable, the decision as to whether that position is taken up on the date available or at the end of the temporary position being served by the employee, or at any time in between, shall be that of the Employer based upon overall operational considerations.

#### 15.09 Method of Making Appointments in Promotions and Transfers

- (a) In making promotions and transfers the required knowledge, ability and skills shall be the primary consideration, and where two (2) or more applicants are capable of fulfilling the duties of the position the length of service with the Employer shall be the determining factor. It is agreed and

understood that, in the matter of applicants, current service employees shall be given preference.

- (b) Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The employees shall retain the right of appeal under the grievance procedure contained in this agreement.

#### 15.10 Trial Period

- (a) An employee who is promoted or transferred pursuant to Article 15.09 shall be placed on trial for a period of two (2) calendar months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) calendar months. In the event the successful applicant cannot satisfactorily perform the specified duties of the new job classification, or if the employee wished to return to his/her former position, he/she shall then return to his/her former position and wage or salary rate without loss of seniority.
- (b) **Revert Back:**  
An employee who transfers to another location in the same classification pursuant to Article 15.09 shall not be required to serve a trial period, but may revert back to his/her former position within ten (10) working days of the transfer.
- (c) During the time an employee is serving a trial period in 15.10 (a) or the revert back period in (b) above, his former position shall be filled by a temporary employee. If the temporary employee is accepted for the permanent posted position, then the temporary period will count towards the trial period or probationary period.
- (d) Regular employees who transfer to positions made available by augmenting the regular staff or by a special project of limited duration shall, upon completion of said assignment, be returned to his/her former position without loss of seniority and scheduled rate of pay.
- (e) Temporary employees employed to fill those positions made available by the reassigning of regular employee positions shall be laid off. Employees laid off shall retain their seniority as provided in Article 15.03.

#### 15.11 Transfers or Promotions Outside the Bargaining Unit

- (a) No employees shall be transferred to a position outside the bargaining unit without their consent. If an employee accepts a transfer to a position outside the bargaining unit, the employee shall retain seniority acquired at

the date of leaving the bargaining unit, for a period of no more than six (6) months, but will not accumulate any further seniority.

- (b) In the event an employee is returning to the bargaining unit after six (6) months, they shall have no seniority within the bargaining unit. The return to the bargaining unit will not result in the layoff or bumping of any current employee within the bargaining unit. If an employee is returned to the bargaining unit they shall retain all benefits they would have within the bargaining unit if they had not left the bargaining unit, based on service to the Board.

## **ARTICLE 16. LAYOFF, BUMPING, JOB SHARING & RECALL**

### 16.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work of an individual as defined in this agreement.

### 16.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

### 16.03 Bumping

- (a) In the event an employee is laid off or a position becomes redundant, employees affected may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee at the time of bumping.
- (b) Employees will only be able to bump employees on the same or lesser seniority list.
- (c) The right to bump shall include the right to bump up, provided that the total increase in hours worked over the year shall not exceed ten (10) hours per week multiplied by the number of weeks per year worked in the original position; e.g.

$$\begin{array}{rcl} \text{person working 38 weeks @ 17.5 hrs/wk} & = & 665 \text{ hrs/yr} \\ + & & \\ \text{allowable increase (10 hrs x 38 wks)} & = & \underline{380 \text{ hrs/yr}} \\ \text{Total allowable hours per year} & & 1045 \text{ hrs/yr} \end{array}$$

- (d) An employee bumping into a position is subject to Article 15.10. If for any reason the employee does not successfully complete the trial period, they will not be permitted to bump into another position but will go onto layoff status. In this event the job shall be posted.
- (e) Employees receiving notice of layoff, including layoff by bumping, have up to, and including, five (5) working days after being advised of that layoff in which to notify the Employer, in writing, of their decision re bumping and which position they propose to bump into.
- (f) It is agreed that a person holding two positions and receiving a layoff notice for one of those positions shall not receive termination pay, as he/she is still employed by the Board in the other position. In the event that the employee is later laid off from that second position, the termination pay shall be calculated on the basis of the combined salary of the two positions from which the employee was laid off.
- (g) An employee laid off from more than one part-time position is entitled to add the hours of the positions together and count the total as one position for bumping purposes. However, any employee is only entitled to one increase of up to ten (10) hours per week in establishing the jobs which may be bumped into.
- (h) This article does not become operative by way of a general reduction of hours of work.

#### 16.04 Job Sharing

- (a) Union members interested in job sharing should notify the Board and Union to that effect in writing.
- (b) A member may offer to share his/her job with a regular or temporary employee who is a C.U.P.E. Local 801 member in good standing. Temporary employees who job share shall accumulate seniority on List 2.
- (c) Offering to job share is an option only after the job holder has passed his/her trial period. In that situation the employee offering to share the job retains the right to the job and, in the event that the job sharing agreement is terminated for any reason, the job reverts in its entirety to the person originally holding that job.
- (d) Where a person having received notice of layoff is offered a share of a job with another employee, this does not count as a bump, and, in the event that the job sharing arrangement does not work out, the laid-off employee

may at that time exercise his/her right to bump according to qualifications held at the time of the original layoff.

- (e) Job sharing can be terminated at any time by either party, may be reviewed every three (3) months by the Board and parties concerned, and shall be reviewed in the event of any complaint.
- (f) The Board has the right to refuse the application for job sharing and in such a case shall notify the individual and Union.

#### 16.05 Recall Procedure

Employees shall be recalled in the order of their seniority.

#### 16.06 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

#### 16.07 Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fifteen (15) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days for which work was not made available.

#### 16.08 Laid-Off Employee Benefits

- (a) The right of employees with status on Seniority List 1 to medical benefits under this agreement shall continue for a period of six (6) months. In the event of a longer layoff, employees affected shall have the right to continue coverage by making direct payments for a further period of one (1) year.
- (b) Employees with status on Seniority List 2 who are bumped or whose term has been shortened will not have their medical benefits continued for six (6) months but shall have the right to bump.

### **ARTICLE 17. TECHNOLOGICAL CHANGE**

#### 17.01 Definition

Technological change has occurred where new work methods or the introduction of new equipment results in:

- (a) new or greater skills being required than are presently possessed,
- (b) layoff,
- (c) change in makeup of the work force.

#### 17.02 Notice

- (a) The Board shall notify the Union no less than three (3) months in advance of the introduction of technological change. The Board and the Union shall meet as soon as possible after said notification of technological change has been given to the Union, in order to discuss the impact of the change, including retraining, reallocation of employees and lay-off procedures. Every reasonable effort shall be made to retrain those employees who must be reassigned as a result of technological change.
- (b) Employees who are reassigned to a lower rated job as a result of technological change shall continue to receive the rate of pay for their previous job, until the rate of their new job reaches that level.

#### 17.03 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Employer, be trained and given a one year period of time in which to perfect or acquire the skills necessitated by the new method of operation. This training shall be given during the hours of work whenever possible.

#### 17.04 Technological Severance Pay

Employees who are laid off as a result of technological change shall be compensated by receiving a technological severance allowance at the rate of one (1) week's pay per year of service, or be placed on a rehire list. Those choosing to be placed on a rehire list may, at any time, apply for their severance pay, and, in any event, if they are not rehired at the end of their retained seniority as provided in Article 15.02, will receive that pay. Those receiving technological severance pay shall forfeit their rehire rights.

#### 17.05 Adverse Effects to be Minimized

In carrying out technological changes, the Employer agrees to minimize all injustices to or adverse effects on employees.



## **ARTICLE 18. EMPLOYEE RESPONSIBILITIES**

### **18.01 Medical Examination**

- (a) The Employer reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Employer will bear the cost of required examinations.

### **18.02 Performance of Duties**

It shall be the duty of every employee to perform his/her assignments diligently, faithfully, and to the best of his/her abilities, and to keep the best interests of the Employer foremost in the execution of his/her duties.

## **ARTICLE 19. ANNUAL VACATIONS**

### **19.01 Calculation Formula**

All vacation allowances shall be calculated to July 1st of the current year, provided that, for the purpose of calculating vacation entitlement, any employee whose seniority dated between July 2nd and September 30th shall be deemed to have started work on that July 1st.

### **19.02 Application for Seniority**

For vacation purposes, the employee's seniority shall date from the initial date of employment regardless of whether the work is part-time or full-time; however, during the initial year of employment, an employee shall be accorded annual holiday pay, in accordance with the *Employment Standards Act*, for one (1) day for each month worked to a maximum of ten (10) working days.

### **19.03 Entitlement Formula**

- (a) Based on the percentage of full time being worked, permanent employees will be entitled to annual vacation as follows:

After the first (1st) year	10 working days
After the second (2nd) year	15 working days
After the sixth (6th) year	20 working days
After the tenth (10th) year	25 working days
After the fifteenth (15th) year	30 working days
After the twenty-fifth (25th) year	35 working days

- (b) All employees who do not work when school is not in session will receive pay for those days, and this pay will be counted as holidays with pay and applied against their annual vacation entitlement; provided that those annual holidays with pay will not exceed their annual vacation entitlement.

#### 19.04 Supplemental Vacation

Employees shall receive one (1) week supplemental vacation every five (5) years commencing on the anniversary of their tenth (10th) year of service; such vacation to be taken at a time mutually agreeable to employee and supervisor and within the five (5) year time period.

#### 19.05 Extra Unpaid Vacation

On request an employee shall qualify for an extra twenty (20) working days' unpaid vacation, not to be accumulated, after the first five (5) years of service, and a further twenty (20) working days' unpaid vacation for each subsequent period of three (3) years after the first five (5) year period; such vacation shall be taken without loss of benefits in accordance with this collective agreement. Scheduling shall be as set out in Article 19.06 - Vacation Periods.

#### 19.06 Vacation Periods

Employees shall have holidays at a time mutually agreed between the Employer and the employee during the school summer vacation provided, however, the efficiency and effectiveness of service is not impaired, a period may be granted during another calendar month, and further provided that after seven (7) years of continuous service employees may elect to take their vacation period, or part thereof, outside the school summer vacation. In applying this provision seniority shall prevail.

19.07 Maintenance employees shall have holidays at any time during the year, with seniority being the deciding factor, with these exceptions:

- (a) Not more than one (1) maintenance employee at a time may take his/her holiday between July 1st and August 31st.
- (b) No maintenance employee shall be permitted holidays between September 1st and September 15th.

#### 19.08 Sickness and Vacation

Vacations may be postponed if an employee is taken ill prior to commencing his/her scheduled vacation. An employee who is taken seriously ill while on

vacation may request special consideration. In such cases the Employer may substitute sick leave for vacation.

#### 19.09 Non-Instructional Days

- (a) On non-instructional days when the in-service is not held at their school, the clerical staff may elect not to work on that day. Education Assistant staff may choose not to attend work on non-instructional days.
- (b) The time off will be covered by Article 19.03.

As provided for in the 2019-2022 Provincial Framework Agreement item 3, the following language will be implemented commencing July 1, 2020:

- (a) Non-instructional days may be designated as regular working days for school-based clerical staff, Education Assistants, Childcare Workers and Aboriginal Support Workers. The Employer will identify these days of work the first week of school and reserves the right to withdraw the designation with a minimum of three (3) weeks' notice.
- (b) On non-instructional days when the in-service is not held at their school and has not been designated per (a) above, the clerical staff may elect not to work on that day. Education Assistants, Childcare Workers and Aboriginal Support Workers may choose not to attend work on non-instructional days that have not been designated per (a) above. The time-off will be covered by Article 19.03.

#### 19.10 Holiday Pay

Holiday pay entitlements will be contractually paid to all ten (10) and eleven (11) month employees in July and August, allowing employees to earn extra pensionable service, although they will not earn sick leave or vacation time during this period.

### **ARTICLE 20. STATUTORY OR DECLARED HOLIDAYS**

#### 20.01 Specified Holidays

- (a) Employees shall be entitled to a holiday with pay at their regular rate for each of the holidays hereinafter set forth or such day as the Board and the Union may mutually agree shall be taken in lieu of such holiday.
- (b) The holidays shall be:
  - New Year's Day
  - B.C. Day

Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

or the days proclaimed under the laws of British Columbia in their stead, and any additional Statutory Holidays proclaimed by the Federal or Provincial Governments, provided the employee(s) has worked fifteen (15) of the last thirty (30) calendar days prior to such holidays.

20.02 The Employer agrees that absence of an employee because of sick leave, compensable injury, vacation or any other employer-granted leave of absence shall not deny entitlement to such holidays subject to Article 20.01.

20.03 Employees working less than full time shall be paid holiday pay at the rate of one day's pay based on the average of the number of hours worked divided by the number of days worked in the preceding pay period.

20.04 Holidays Occurring During Time Off

In the event of a holiday occurring while an employee is:

- (a) observing a normal rest day, the employee shall be granted an alternate day off;
- (b) on vacation, the employee shall be granted an additional vacation day.

20.05 Payment for Working on a Holiday

Except for employees working less than one-quarter (1/4) full time on a regular basis, employees required to work on a General Holiday shall be paid time and one-half (1-1/2) the regular rate of pay and shall receive another day off in lieu of the holiday. Christmas Day and New Year's Day being the exception, would be paid at double the regular rate of pay and employees shall receive another day off in lieu of the holiday.

**ARTICLE 21. JOINT LABOUR MANAGEMENT COMMITTEE**

21.01 (a) When new positions are created within the bargaining unit, or when matters arise relative to changes in workloads or job descriptions, or when any matter arises which is of concern to either party, the matter will be discussed between the Joint Committee of Management and the Union. The Union and the Employer will notify each other, in writing, the names of their

representatives to the Joint Labour Management Committee before the 2<sup>nd</sup> Tuesday of September each school year.

- (b) Joint Labour Management Committee meetings will be held on the third (3<sup>rd</sup>) Tuesday of each month, unless otherwise mutually agreed upon. The agenda would be set out in advance. If there is no agenda the meeting will not take place.

## **ARTICLE 22. TERMS OF AGREEMENT**

22.01 This agreement shall remain in effect for sixty (60) months, commencing July 1st, 2014 A.D., through the period ending June 30, 2019 A.D., but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other party within four (4) months immediately preceding June 30, 2019. If no such notice is given, this agreement shall remain in effect from year to year until termination by either party upon notice in writing within four (4) months preceding the 31st day of December in any one year. Either party may, within that period of four (4) months immediately preceding the date of expiry of this agreement, by notice, require the other party to the agreement to commence collective bargaining.

### 22.02 Retroactive Pay for Terminated Employees

An employee who has severed his/her employment between the termination date of this agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages, salaries or other perquisites.

### 22.03 Retroactivity

All changes in the new agreement shall be adjusted retroactively unless otherwise specified.

**ARTICLE 23. SALARY SCHEDULE**

23.01 The rates of pay for the various positions and categories are as shown in Appendix A.

DATED THIS 11 DAY OF December, 2019.

SIGNED ON BEHALF OF THE EMPLOYER:




\_\_\_\_\_  
BOARD CHAIR



\_\_\_\_\_  
SECRETARY-TREASURER

SIGNED ON BEHALF OF THE UNION:



\_\_\_\_\_  
PRESIDENT



\_\_\_\_\_  
SECRETARY-TREASURER

## School District No. 46 (Sunshine Coast)

## CUPE Pay Rates

	Points	Job Code	Job Title	May 1/19 1.75% (ESD)	July 1/19 2.00%	July 1/20 2.00%	July 1/21 2.00%
Band 1 (162-181)	169	M-11	Labourer	22.81	23.27	23.74	24.21
Band 2 (182-201)			n/a	23.40	23.87	24.35	24.84
Band 3 (202-221)	216	M-14	Custodian I	23.97	24.45	24.94	25.44
Band 4 (222-241)	223	C-01	Library Assistant	24.55	25.04	25.54	26.05
Band 5 (242-261)	233	C-25	Special Education Clerical Assistant	25.12	25.62	26.13	26.66
	243	C-03	Elementary Office Assistant	25.12	25.62	26.13	26.66
	259	M-12	Utility Person	25.12	25.62	26.13	26.66
	260	C-22	Dispatch Clerk	25.12	25.62	26.13	26.66
	260	C-23	Booking Clerk	25.12	25.62	26.13	26.66
Band 6 (262-281)	271	M-15	Custodian II	25.69	26.20	26.73	27.26
	280	C-21	Technology Clerical Assistant	25.69	26.20	26.73	27.26
Band 7 (282-301)	285	M-16	Custodian III	26.26	26.78	27.32	27.86
	290	C-13	Maintenance Admin. Asst.	26.26	26.78	27.32	27.86
	290	C-18	Receptionist	26.26	26.78	27.32	27.86
	293	C-06	Secondary Office Assistant I	26.26	26.78	27.32	27.86
	296	CL-09	Cafeteria Teaching Assistant	26.26	26.78	27.32	27.86
	296	M-21	Site Maintenance Worker	26.26	26.78	27.32	27.86
Band 8 (302-321)	302	CL-01	Laboratory Assistant	26.83	27.36	27.91	28.47
	303	C-24	Student Support Svcs. Admin. Asst.	26.83	27.36	27.91	28.47
	306	CL-03	Education Assistant I	26.83	27.36	27.91	28.47
	306	CL-08	Aboriginal Support Worker	26.83	27.36	27.91	28.47
	310	M-06	Painter (t)	28.42	28.99	29.57	30.16
	315	M-07	Plumber (t)	28.42	28.99	29.57	30.16
	318	CL-10	Strong Start Worker	26.83	27.36	27.91	28.47
Band 9 (322-341)	328	C-07	Secondary Office Assistant II	27.41	27.95	28.51	29.08
	329	CL-11	Therapist Assistant	27.41	27.95	28.51	29.08
	331	M-05	Gardener (t)	29.00	29.58	30.18	30.78
Band 10 (342-361)	343	CL-12	Strong Start Worker Outreach	27.99	28.54	29.12	29.70
	345	C-16	Finance Assistant	27.99	28.54	29.12	29.70
	356	M-18	Mechanic (t)	29.58	30.18	30.78	31.40
	359	CL-06	Education Assistant II	27.99	28.54	29.12	29.70
Band 11 (362-381)	363	M-22	Industry Training Chef	28.55	29.12	29.71	30.30
	370	C-04	Elementary Admin. Asst. I	28.55	29.12	29.71	30.30
	372	C-26	Data Systems Admin. Asst.	28.55	29.12	29.71	30.30
Band 12 (382-401)	388	C-08	Secondary Admin. Asst. I	29.12	29.70	30.30	30.90
	394	C-05	Elementary Admin. Asst. II	29.12	29.70	30.30	30.90
	394	M-01	Carpenter (t)	30.72	31.34	31.96	32.60
Band 13 (402-421)	409	C-09	Secondary Admin Asst. II	29.70	30.30	30.90	31.52
	409	M-03	Electrician (t)	31.30	31.93	32.57	33.22
	411	M-08	Mechanic/Welder (t)	31.30	31.93	32.57	33.22
	419	CL-05	Child Care Worker	29.70	30.30	30.90	31.52
Band 14 (422-441)	428	M-09	Systems Technologist	30.28	30.89	31.51	32.14
Band 15 (442-461)	444	M-20	Plumber/HVAC (t)	32.46	33.11	33.77	34.45
	451	M-23	Electrician 2 (t)	32.46	33.11	33.77	34.45
	451	M-04	Electrician/HVAC (t)	32.46	33.11	33.77	34.45
Band 16 (462-481)			n/a	31.44	32.07	32.71	33.37
Excluded from Banding	PR-01		Special Counsellor	45.98	46.90	47.84	48.79
	PR-02		Speech Pathologist (Im)	45.83	46.59	47.36	48.15
	PR-03		Occupational Therapist (Im)	44.47	45.20	45.94	46.70
	PR-04		Physical Therapist (Im)	44.47	45.20	45.94	46.70
	PR-05		Behaviour Prevention Specialist	45.98	46.90	47.84	48.79
	PR-06		Family Support Navigator	45.98	46.90	47.84	48.79
	S-01		Supervision Assistant I	17.59	17.95	18.30	18.67
	S-02		Supervision Assistant II	17.59	17.95	18.30	18.67
	S-03		Crossing Guard	17.59	17.95	18.30	18.67

Any employee designated as Lead Hand shall receive forty cents (\$0.40) per hour over the rate for the basic position. Pay rates shown in shaded areas include either a Trades Adjustment (t) or a Labour Market Adjustment (Im).





**APPENDIX B**  
**Provincial Framework Agreement**

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

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

**1) Term**

July 1, 2019 to June 30, 2022.

**2) Wage Increases**

General wage increases as follows:  
Year one: 2.0% - July 1, 2019  
Year two: 2.0% - July 1, 2020  
Year three: 2.0% - July 1, 2021

**3) Local Bargaining**

Provide funding to the local support staff tables for service enhancements that are beneficial to students and as otherwise consistent with the 2019 Sustainable Services Negotiating Mandate in the amount of:

<b>Year</b>	<b>Amount</b>
<b>2019/2020</b>	\$0
<b>2020/2021</b>	\$7,000,000
<b>2021/2022</b>	\$7,000,000

The \$7 million is an ongoing annual amount.

This money will be prorated according to student FTE providing that each district receives a minimum of \$15,000 annually.

**4) Benefits**

Provide annual ongoing funding to explore and implement enhancements to the Standardized Extended Health Plan Including consideration of an addiction treatment support program as below:

<b>Year</b>	<b>Amount</b>
<b>2019/2020</b>	\$1,000,000
<b>2020/2021</b>	\$3,000,000
<b>2021/2022</b>	\$3,000,000

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the support staff unions.

Any residual from the 2019-2022 for benefits standardization will be allocated to training initiatives under the Support Staff Education Committee.

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEBT and utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost consideration, and relapse response.

- a) 2010 - 2012 FLOU - remaining balance of \$477,379
- b) Work Force Adjustment – remaining balance of \$646,724

## **5) Safety in the Workplace**

The Parties agree that, in accordance with WorkSafe BC regulations, safety in the workplace is an employee right and is paramount. The Parties commit to providing a healthy and safe working environment which includes procedures to eliminate or minimize the risk of workplace violence. The Parties will work collaboratively to support local districts and unions to comply with all WorkSafe BC requirements.

Information relating to refusing unsafe work, and workers' rights and responsibilities, and employer responsibilities, as provided by WorkSafeBC is attached to this PFA for information purposes.

The Parties will establish a Joint Health and Safety Taskforce of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. Each Party will consider the appointment of subject matter experts in occupational health and safety, and special education.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

The work of this joint taskforce will be completed by January 1, 2020 and will include:

- Developing a joint communication to school districts and local unions on the obligation to report and investigate incidents including incidents of workplace violence.
- Reviewing and developing a Joint Health and Safety Evaluation Tool for the K-12 sector to ensure compliance with WorkSafe BC regulations.
- Identifying and developing appropriate training. This may include use of the evaluation tool, non-violent crisis intervention, ABA, incident reporting and investigations, and employee rights and responsibilities under WorkSafe BC regulations including the right to refuse unsafe work. Training implementation will fall under the mandate of the SSEC.

Utilizing the developed Health and Safety Evaluation Tool for K-12 sector, a joint evaluation shall be performed by a union member appointed by the local union and a representative appointed by the employer. This evaluation shall be on paid time (up to a maximum of three and a half (3.5) hours) and to be completed by March 31, 2021. The union agrees to cover any other costs incurred for the union member.

Copies of completed evaluations shall be provided to local presidents and employers as outlined on the evaluation tool.

The parties agree to commence the work of this taskforce upon approval of the

Provincial Framework Agreement by both parties prior to the commencement of this PFA. Costs associated with this committee will be provided from existing SSEAC funds. These funds will be reimbursed with the funds provided under Section 9 Committee Funding.

## **6) Support Staff Education Committee (SSEC)**

### Structure:

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

### Mandate:

The mandate of the committee is to manage the distribution of education funds for the following:

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;
- c) Identifying, developing and delivering education opportunities to enhance and support employee health and safety, Including non-violent crisis intervention;
- d) Skills enhancement for support staff
- e) EA curriculum module development and delivery
- f) These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations

Terms of Reference:

The SSEC shall develop, not later than December 31, 2019, terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Parties

Funding:

There will be a total of \$1 million of annual funding allocated for the purposes set out above commencing July 1, 2019 for the term of this agreement.

**7) Job Evaluation (JE) Committee**

The Parties will continue and conclude the work of the provincial job evaluation steering committee (the JE Committee) during the term of this Framework Agreement. The objectives of the JE Committee for phase two are as follows:

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

It is recognized that the work of the committee is potentially lengthy and onerous. To accomplish the objectives expeditiously the Parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) on a fulltime basis if necessary to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined below is appropriate.

The committee, together with consultant(s) if required, will develop a method to convert points into pay bands. The confirmed method must be supported by current compensation best practices.

The disbursement of available JE funds shall commence by January 2, 2020 or as mutually agreed.

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time has been disbursed. The committee will follow compensation best practices to avoid problems such as inversion. The committee will report out to the Parties at key milestones during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be discussed and resolved by the Parties at that time.

The parties confirm that the \$900,000 of ongoing annual funds established under the 2014-2019 Provincial Framework Agreement will be used to implement the Job Evaluation Plan. An additional \$3 million of ongoing annual funds will commence on July 1, 2021.

## **8) Provincial Labour Management Committee (PLMC)**

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

The PLMC shall not discuss specific grievances or have the power to bind either Party to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either Party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **9) Committee Funding**

There will be a total of \$100,000 of annual funding allocated for the purposes of the Support Staff Education Committee and the Provincial Labour Management Committee. There will be a one-time \$50,000 allocation for the purposes of the Joint Health and Safety Taskforce.

## **10) Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE)**

The Parties commit to a Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE) with the following objectives:

- a) Gathering data of existing support staff recruitment and retention challenges and projected demand in the sector
- b) Gathering data of existing offerings for applicable post-secondary programs, vocational programs and identify potential gaps in program offerings to meet projected demands
- c) Partnering with post-secondary schools and vocational training providers to promote support staff positions in school districts
- d) Marketing the support staff opportunities within the sector (e.g. Make a Future)
- e) Targeted support for hard to fill positions

The representatives of the PLMC will mutually select a consultant to perform the work of the initiative. The consultant will report to the PLMC on key milestones and as otherwise requested. During the term of the agreement \$300,000 will be allocated for the purposes set out above.

### **11) Early Care and Learning Plan**

In support of the Province's Early Care and Learning (EGL) Plan, the parties will pursue collaborative opportunities for the K-12 sector to support effective transitions for care and learning from the early years to kindergarten e.g. before and after school care.

### **12) Unpaid Work**

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

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

The Parties request that the PEST Board undertake a review to assess the administering of all support staff Employee Family Assistance Program (EFAP) plans.

### **14) 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.

### **15) Public Education Benefits Trust**

- a) PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement On Accepted and Policy Practices of the PEBT.
- b) 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.
- c) Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

### **16) Employee Support Grant (ESG)**

The Parties 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 a

BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

### **17) Adoption of Provincial Framework Agreement (PFA)**

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties ~~in accordance with Appendix A~~ **no later than November 30<sup>th</sup>, 2019 (the change is initialed by Warren Williams (K-12 Presidents' Council) and Leanne Bowes, BCPSEA).**

### **18) Funding**

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

### **19) Provincial Bargaining**

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. \$200,000 will be allocated as of July 1, 2020.

Dated this 12<sup>th</sup> day of July, 2018.

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

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

Warren Williams (Local 15 – Metro)  
Tracey Mathieson  
Rob Hewitt  
Leslie Franklin (Local 703 – Fraser Valley)  
Nicole Edmondson (Local 3500 – Okanagan)  
Westminster  
Paul Simpson (Local 379 – Metro)  
Marcey Campbell (Local 728 – Metro)  
Columbia  
Sylvia Lindgren (Local 523 – Okanagan)  
Rolanda Lavalley (Local 2145 – North)  
Len Hanson (Local 2298 – North)  
Joanne (Jody) Welch (Local 401 – North Island)  
Fred Schmidt (Local 382 – South Island)

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

Leanne Bowes, BCPSEA  
Renzo del Negro, BCPSEA  
Tammy Sowinski, OLRC  
Kyle Uno, SD36 Surrey  
Robert Weston, SD40 New  
Jason Reid, SD63 Saanich  
Marcy VanKoughnett, SD20 Kootenay-Columbia  
Alan Chell, BCPSEA Board of Directors  
Ken Dawson, PSEC  
Eisha Tran (Minute Taker)



Jane Massy (Local 947 – South Island)  
Michelle Bennett (Local 748 – Kootenays)  
Brent Boyd (Local 407 – Metro)  
Patti Price (Local 1091 – Metro)  
Rod Isaac (Local 411 – Fraser Valley)  
Marcel Marsolais (Local 409 – Metro)  
Anne Purvis (Local 440 – Kootneys)  
Rob Zver (Local 606 – North Island)  
Bruce Scott (WVMEA)  
Tim DeVivo (IUOE Local 963)  
Corey Thomas  
Loree Wilcox  
Corinne Iwata (minute taker)

**APPENDIX B**  
**Provincial Framework Agreement**

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

Re: Employee Support Grant (ESG) after June 30, 2019

This Employee Support Grant (ESG) establishes a process under which employees covered by collective agreements between Boards of Education and the Unions shall 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, 2019.

- 1) The ESG will be available provided that:
  - a) A board and local union have a collective agreement which has been ratified by both parties no later than November 30, 2019 and,
  - b) There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
- 2) Employees are expected to attend their worksite if there is no lawful BCTF picket line.
- 3) Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
  - a) In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
  - b) The residual 25% of the employees' base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union
- 4) Within forty five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.

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

Original signed on \_\_\_\_\_ by:

\_\_\_\_\_  
BCPSEA  
Leanne Bowes

\_\_\_\_\_  
K-12 Presidents' Council  
Warren Williams

**APPENDIX B**  
**Provincial Framework Agreement**

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

Re: Public Sector General Wage Increases

- 1) If a public sector employer as defined in s.1 of the Public Sector Employers Act enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Provincial Framework Agreement will be adjusted on the third anniversary of the 2019-2022 Provincial Framework Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
- 2) A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
- 3) For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
- 4) This Letter of Agreement will be effective during the term of the 2019-2022 Provincial Framework Agreement

## APPENDIX B

### Provincial Framework Agreement WorkSafe BC – Refusing unsafe work

This information is provided for reference only and is current as of the date of drafting. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.



## Refusing unsafe work

Workers have the right to refuse unsafe work. If you have reasonable cause to believe that performing a job or task puts you or someone else at risk, you must not perform the job or task. You must immediately notify your supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation.

As an employer, workers are your eyes and ears on the front line of workplace health and safety. When workers refuse work because they believe it's unsafe, consider it an opportunity to investigate and correct a situation that could have caused harm.

If a worker refuses work because it's unsafe, workplace procedures will allow the issue to be properly understood and corrected. As a worker, you have the right to refuse to perform a specific job or task you believe is unsafe without being disciplined by your employer. Your employer or supervisor may temporarily assign a new task to you, at no loss in pay.

Steps to follow when work might be unsafe:

### 1. Report the unsafe condition or procedure

As a worker, you must immediately report the unsafe condition to a supervisor or employer.

As a supervisor or employer, you must investigate the matter and fix it if possible. If you decide the worker's concern is not valid, report back to the worker.

### 2. If a worker still views work as unsafe after a supervisor or employer has said it is safe to perform a job or task

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed.

This investigation must take place in the presence of the worker and a worker representative of the joint health and safety committee or a worker chosen by the worker's trade union. If there is no safety committee or representing trade union at the workplace, the worker who first reported the unsafe condition can choose to have another worker present at the investigation.

### 3. If a worker still views work as unsafe, notify WorkSafeBC

If the matter is not resolved, the worker and the supervisor or employer must contact WorkSafeBC. A prevention officer will then investigate and take steps to find a workable solution.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=s&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23q%3Dunsafe%2520work%26sort%3Drelevancy%26f%3Alanguage-facet%3D%5BEnglish%5D>

**Note:** WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.



## Worker Rights and Responsibilities:

On a worksite, everyone has varying levels of responsibility for workplace health and safety. You should know and understand your responsibilities — and those of others. If you're a worker, you also have three key rights.

### Your rights

- The right to know about hazards in the workplace
- The right to participate in health and safety activities in the workplace
- The right to refuse unsafe work without getting punished or fired

### Your responsibilities

As a worker, you play an important role in making sure you — and your fellow workers — stay healthy and safe on the job. As a worker, you must:

- Be alert to hazards. Report them immediately to your supervisor or employer.
- Follow safe work procedures and act safely in the workplace at all times.
- Use the protective clothing, devices, and equipment provided. Be sure to wear them properly.
- Co-operate with joint occupational health and safety committees, worker health and safety representatives, WorkSafeBC prevention officers, and anybody with health and safety duties.
- Get treatment quickly should an injury happen on the job and tell the health care provider that the injury is work-related.
- Follow the treatment advice of health care providers.
- Return to work safely after an injury by modifying your duties and not immediately starting with your full, regular responsibilities.
- Never work under the influence of alcohol, drugs or any other substance, or if you're overly tired.

## Employer Responsibilities:

Whether a business is large or small, the law requires that it be a safe and healthy place to work. If you are an employer, it is your responsibility to ensure a healthy and safe workplace.

### Your responsibilities

- Establish a valid occupational health and safety program.
- Train your employees to do their work safely and provide proper supervision.
- Provide supervisors with the necessary support and training to carry out health and safety responsibilities.
- Ensure adequate first aid equipment, supplies, and trained attendants are on site to handle injuries.
- Regularly inspect your workplace to make sure everything is working properly.
- Fix problems reported by workers.
- Transport injured workers to the nearest location for medical treatment.
- Report all injuries to WorkSafeBC that required medical attention.
- Investigate incidents where workers are injured or equipment is damaged.
- Submit the necessary forms to WorkSafeBC.

## Supervisor Responsibilities:

Supervisors play a key role with very specific health and safety responsibilities that need to be understood.

A supervisor is a person who instructs, directs, and controls workers in the performance of their duties. A supervisor can be any worker — management or staff — who meets this definition, whether or not he or she has the supervisor title. If someone in the workplace has a supervisor's responsibilities, that person is responsible for worker health and safety.

### Your responsibilities

- Ensure the health and safety of all workers under your direct supervision.
- Know the WorkSafeBC requirements that apply to the work under your supervision and make sure those requirements are met.
- Ensure workers under your supervision are aware of all known hazards.
- Ensure workers under your supervision have the appropriate personal protective equipment, which is being used properly, regularly inspected, and maintained.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities>

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**HUMAN RESOURCES DEPARTMENT**

**LETTER OF UNDERSTANDING**

Between: The Board of Education of School District No. 46 (Sunshine Coast) (Board)

And: The Canadian Union of Public Employees, Local 801 (Union)

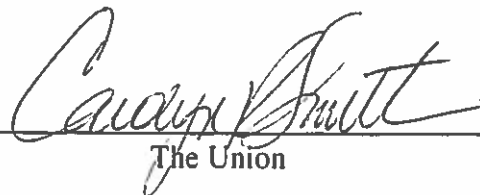
Students completing their Education Assistant (EA) practicum with an accredited post-secondary institution will be permitted to work at school district sites with the following provisos:

- the CUPE employee working with the student(s) must agree to the arrangement and must be made aware of all of the parameters outlined in this Letter of Understanding;
- in the presence of the CUPE employee, the students may observe and then assist and work with students who have been assigned to the CUPE employee they are working with, but may not work alone;
- evaluation and supervision will not be done by the CUPE employee;
- maximum of twenty (20) students at one time.

Signed on this 31 the day of October, 2014.



\_\_\_\_\_  
The Board



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The Union



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**HUMAN RESOURCES DEPARTMENT**

**LETTER OF UNDERSTANDING**


**First Aid Attendants**

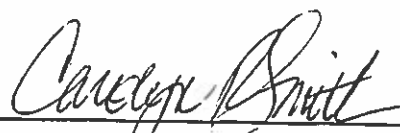
Between: The Board of Education of School District No. 46 (Sunshine Coast) (Board)  
And: The Canadian Union of Public Employees, Local 801 (Union)

The Board and the Union agree to the following:

1. It is understood that the Board may designate an employee other than a member of this bargaining unit to fulfill the duties of First aid Attendant for the school year.
2. CUPE employees will only be designated as First Aid Attendants if there is no teacher at a specific work location that will accept the designation.
3. The Board will only appoint employees as First Aid attendants if they have a work-shift that covers the majority of the work day.
4. Employees who are designated as a First Aid Attendant by the Board, and hold a valid certificate at the level of qualification required by WorkSafeBC in a particular location, will be paid an allowance based on the following:
  - Occupational First Aid Level 1: \$551.91 per year
  - Occupational First Aid Level 2: \$827.86 per year
  - Occupational First Aid Level 3: \$1,103.81 per year
5. The allowance will be paid in bi-weekly increments throughout the school year.
6. The first aid allowance will cease in the event the employee designated as First Aid Attendant in one school transfers to another school, and is not designated as First Aid Attendant in the new school.
7. The cost of obtaining and renewing certification will be reimbursed by the Board upon successful completion of the course. It is the responsibility of the employee to apply for the reimbursement and provide proof of payment and proof of successful completion of the course.
8. In the event the course is scheduled during regular work hours, the employee will not lose pay.

Signed on this 31<sup>th</sup> day of October, 2014.

  
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The Board

  
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The Union