

COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT
NO. 5 (SOUTHEAST KOOTENAY)**

AND

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4165**

JULY 1, 2019 - JUNE 30, 2022

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COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

(hereinafter called the "Board")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4165

(hereinafter called the "Union")

PARTY OF THE SECOND PART

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

1. To promote the harmonious relations and settle conditions of employment between the Board and the Union.
2. To recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scale of wages etc.
3. To encourage efficiency in operation.
4. To promote the morale, well being and security of all the employees in the bargaining unit of the Union.

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - UNION RECOGNITION

Section 1.1 - Bargaining Authority

The Board of Education of School District No. 5 (Southeast Kootenay) and the Canadian Union of Public Employees, Local 4165 mutually recognize each other as the exclusive representatives for the purpose of conducting collective bargaining regarding rates of pay, hours of work and all other working conditions of the employees of the Board, as certified by the Labour Relations Board, as long as the Union retains its rights to conduct collective bargaining on behalf of such employees under provisions of the Labour Code excepting those having authority to hire or discharge employees and those employed in a confidential capacity.

The following positions shall be excluded from coverage under this Agreement:

- Five Executive Assistants
- One Human Resources Coordinator
- One Manager of Operations
- One Assistant Manager of Operations
- One Accounting Services Manager
- One Payroll and Benefits Coordinator (Non-CUPE Payroll)
- One Accountant

Section 1.2 - Employee Status

The Board agrees that there shall be no intimidation or coercion exercised or practiced with respect to any employee by reason of his membership in the Union, and the Union agrees that there shall be no intimidation on its part against any employee of the Board.

Section 1.3 - No Other Agreement

No employee shall be required or permitted to make any written or verbal agreements with the Board or its representative which may conflict with the terms of this Collective Agreement.

Section 1.4 - Board Decision

The Board agrees that any recommendation or decision by the Board relating to rates of pay, promotions, hiring, termination or discipline of employees covered by the terms of this Agreement, shall be communicated in writing to the Union within seven (7) calendar days of the Board's consideration and decision.

Section 1.5 - Work of the Bargaining Unit

No person outside the bargaining unit shall perform the work of the bargaining unit except by mutual agreement or in case of emergencies where no bargaining unit employees are available.

No regular employee will lose his/her job or suffer a reduction in his/her regular hours of work as a result of work being performed by volunteers.

Section 1.6 - Personnel Files

Upon request, arrangement with Human Resources will be made for any employee to review his/her personnel file at the earliest possible time.

An employee who disagrees with document(s) in his/her personnel file will be given an opportunity to attach a position document to the document(s).

The Board agrees that only factual material relevant to employment shall be maintained in a personnel file. Where documents critical of the employee or in the nature of a reprimand are placed in an employee's file, a copy of each item filed shall be forwarded to the employee at the time of filing. At the request of the employee the Union will be sent a copy.

Section 1.7 - Union Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without the proper authorization of the Union.

ARTICLE 2 - BOARD'S RIGHTS

Section 2.1 - Management and Direction

The Union recognizes the right of the Board to operate and manage the schools in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations or amendments to be communicated in writing to the Union within seven (7) calendar days. The Board shall exercise its rights in a fair and equitable manner.

Section 2.2 - Hiring and Discipline

- a) The Board shall always have the right to hire and subject to this Agreement shall have the right to discipline, transfer, demote and discharge employees for just cause. In the event of any such action, the Union will receive copies of correspondence to the parties involved, one to the Union President and one to the Union Secretary-Treasurer within seven (7) calendar days.
- b) Notwithstanding the rights of the excluded supervisor to supervise, evaluate and discipline employees, an employee may at his/her discretion, request the attendance of his/her shop steward or Union Officer at any investigative discussion between the employee and his/her supervisor which may result in discipline or any meeting during which an employee will be disciplined. In either event, an employee may request at any time during such discussions that further discussions be postponed until the employee can arrange for his/her shop steward or Union Officer to be present. Employees who are invited to a meeting, the content and/or resolve of which they believe may affect the terms and conditions of their employment, shall have the right to be accompanied by a shop steward or Union officer.
- c) The topic of any meeting outlined in b) above will be to the shop steward or union officer prior to the commencement of such meeting.
- d) A written evaluation will be provided to an employee within twelve (12) months of issuance of a letter of discipline.
- e) The Board shall remove letters of discipline from an employee's file after one (1) year, provided no additional letter(s) of discipline have been issued in the one (1) year period relating to the original issue of discipline

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

Section 3.1 - Union Membership

The Board agrees that any present employee who, at the date of this Agreement, is a member of this Union, or any employee who hereafter during the life of this Agreement, becomes a member or who is reinstated as a member, shall as a condition of continued employment, maintain membership in good standing for the duration of this Agreement.

All new employees, save and except those agreed between the parties to be excluded from the Collective Agreement shall, as a condition of employment, become members of the Union in good standing in accordance with the Constitution and Bylaws of the Union.

Section 3.2 - Check-Off

The Board shall, during the life of this Agreement, deduct as a condition of employment, all Union dues, or a sum equivalent to dues and assessments as set by the Union from time to time, from the pay due each of the previous month to each employee, and remit the same to the financial secretary of the Union not later than the 15th of the Month following that in which such deductions are made.

Section 3.3 - The Board Shall Acquaint New Employees

The Board agrees to advise new employees that a Union Agreement is in effect, and with the condition of employment set out in the Articles dealing with Union security and deduction of dues.

Section 3.4 - Dues Notification

The Board will, at the time of making such remittances, enclose a list of employees from whose earnings such deductions are made.

Section 3.5 - Union Membership Voting Rights

Every employee of the Board bound by the terms of this Collective Agreement, and from whose earnings the Board is obliged to deduct Union Dues, or a sum equivalent, under this Article, shall have the right to vote as if a member of the Union in good standing, with references to ratification of Collective Bargaining Agreements.

Section 3.6 - Financial Responsibility

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

ARTICLE 4 - UNION AND BOARD RESPONSIBILITY

Section 4.1 - Union Responsibility - Work Stoppages/Board Responsibility - Lockouts

The Union agrees that neither it, nor any of its representatives nor any employees, shall in any way encourage, authorize, or participate in any strike, walkout, or suspension of work on the part of any employee or group of employees, and that at all times its members shall, under the direction of the Board maintain all essential services in connection with the Board for proper operation of the schools during the life of the Agreement, and the Board agrees there shall be no lockout of the members of the Union during the life of this Agreement.

Section 4.2 - Legal Strike or Picket

In the event that any other employees of the Board engage in a legal strike and place or maintain pickets at the Board's premises, then any refusal to work or failure to cross the picket line by the members of this Union shall not be considered a violation of this Agreement. This provision shall be inapplicable to any employee in respect to his refusal to work or to cross a picket line if permitted to do so by the striking Union.

ARTICLE 5 - HOURS OF WORK

Section 5.1 - Work Schedule

The Board agrees, in consultation with the Union, to set forth a working Schedule and hours of work of each employee, hereinafter referred to as a "Work Schedule".

The regular work week together with the hours of work may be varied by mutual agreement between the Board and the Union as may be required by conditions throughout the School District.

Section 5.2 - Clerical Staff/Education Assistants/Aboriginal Education Support Workers/Youth Care Workers

The regular work week of all full-time personnel referred to in this section shall consist of five (5) consecutive workdays of seven (7) hours each from Monday to Friday inclusive.

Section 5.3 - General Staff

- i) The regular work week for all full-time custodial, maintenance and heating personnel shall consist of five (5) consecutive working days of eight (8) hours each from Monday to Friday, excepting where shift work or weekend work is required by virtue of winter heating, the work week shall consist of five (5) consecutive days per week of eight (8) hours each in a schedule mutually agreed upon by the Board and the Union.

Maintenance work on out-of-town schools shall start at the maintenance shop and end at the regular quitting time at the maintenance shop.

- ii) The regular work week for transportation personnel shall consist of five (5) consecutive working days, Monday to Friday, hours of which are to be agreed upon by the Board and the Union.

NOTE: No employee will be eliminated from the benefits of this Agreement as the result of the above Agreement.

Section 5.4 - Rest Periods

All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of the shift, to be taken at a designated time. Employees, when it is deemed necessary, may be required to take their rest periods on the premises. This is applicable to employees working for four (4) or more consecutive hours per day or in the case of a clerical employee working a full consecutive half shift or more.

Section 5.5 - Meal Allowance

Employees required to work more than six and one-half (6 1/2) consecutive hours in any day shall be provided with a meal by the Board, according to the rate in Board Policy

Section 5.6 - Four Hour Minimum Work Day

5.6.1. Except where specified in 5.6.2, the Board will provide a minimum of four (4) hours work and twenty (20) hours work per week for a regular employee and for a temporary employee reporting to work who has posted in the position. The Union and the Board agree to work together to combine jobs, where appropriate, to allow for the increase in hours to the minimum.

Note: See Letter of Understanding No. 6

These terms are temporarily replaced by Section 1 in Letter of Understanding No. 6.

The Union and Board have agreed to provide a five (5) hour minimum elementary and a six (6) hour minimum secondary for Education Assistants. Every effort will be made to have all Education Assistant positions posted and filled by August 31st of each year.

In order to facilitate the guaranteed five (5) elementary and six (6) secondary hour minimum for Education Assistants the Union and the Board will establish guidelines to implement the following:

- transfers within the employee's community of work for the balance of the school year;*
- should an Education Assistant be laid off in the middle of the school year, the Education Assistant will be allowed to bump into another position at the end of the school year. For the duration of the school year the Education Assistant would be transferred to another position (in own community).*
- Education Assistant positions that are posted with a closing date up to and including September 30th of each school year shall be filled by the successful applicant. These positions will be posted as regular positions.*
- Education Assistant positions posted after September 30th will be posted as temporary positions with an end of term date being no later than the end of the school year.*
- each case of transfer the Board and the Union would review and agree to on an individualized basis.*
- with the exception of Education Assistant's positions, posting rights and bumping rights would remain as outlined in the posting and bumping provisions of the collective agreement.*
- when Education Assistants bid on permanent vacant positions in other classifications throughout the school year the successful applicant would move to the position upon completion of the posting process.*
- all employees hired into temporary positions under this clause are entitled to benefits as per Article 12 of the Collective Agreement.*

- 5.6.2 Exemptions from the four/twenty hour or more minimum will be as follows:
- Noon Hour Supervisors
 - Crossing Guards
 - Schools with less than 75 students
 - Bus Cleaners
 - Bus Monitors
 - Kindergarten Bus Runs
 - Lunch Program Coordinators
 - Other positions by mutual agreement
- 5.6.3 The four hours shall be consecutive but may exclude a lunch period up to one hour or a shorter period as defined elsewhere in the collective agreement.
- 5.6.4 Bus drivers are exempt from the requirement of consecutive hours. The daily hours for bus drivers shall be completed within a period of 12 consecutive hours.
- 5.6.5 In order to maintain the four/twenty hour minimum the labour management committee shall consider the following:
- 1) a combination of positions
 - 2) the reassignment of hours from position of currently less than four hours
 - 3) the posting requirements of combined jobs
 - 4) the applicability of other articles in the collective agreement
 - 5) other positions to which an exemption may apply for example (WCB return to work programs)
- 5.6.6 Failing resolution by the labour management committee the dispute will be forwarded to an arbitrator on an expedited basis.

Section 5.7 - No Lay Off

- 5.7.1 In accordance with the Accord Document outlined in the IIC2 report the Board has agreed that there will be no reduction in hours and no reduction in pay for all regular employees for the period October 1st through June 30th. For clarification and operational purposes, the following applies: The effective date of any initial layoff must be no later than September 30th. The initial laid off employee who chooses to bump will be entitled to the hours of work of the bumped position effective October 1st. Layoff notices in the month of September must be received by the employee no later than September 25th. Layoffs resulting from the bumping procedure are exempt from this clause.

Existing agreements for Educational Assistances are unaffected by this procedure.

- 5.7.2 The Labour Management Committee will review all incidents that occur regarding the reduction of hours and accommodations to be made to find a temporary situation to fit that employee with the same hours and the same rate of pay.

ARTICLE 6 - WAGES

Section 6.1 - Pay Days

The Board shall pay wages bi-weekly with pay days being every second Friday for earnings up to the previous Saturday in accordance with the wage schedules attached and forming part of this Agreement.

Employees shall be classified as per wage schedules attached and forming part of this Agreement.

Casual Pay

Casual employees shall be paid according to the wage schedule.

Section 6.2 - Classification Changes and New Positions

When duties in any classification are substantially changed or when a new position is created, the rate of pay and job classification shall be subject to negotiation between the Board and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, the dispute shall be submitted to the Grievance and Arbitration procedure in accordance with Article 15 of this Agreement. The new rate shall become retroactive from the time the position was first filled by an employee. The setting of a job classification and accompanying wage rate in wage schedules attached to this Agreement shall not bind the Board to create or fill such positions. Except it is understood that the Union retains the right to grieve the classification of any employee or group of employees covered under this Agreement.

Section 6.3 - Where No Work is Available

An employee starting work in any day and being sent home before the employee has completed four (4) hours work, shall be paid for four (4) hours work at the employee's regular rate of pay, or shall be paid for the actual hours worked greater than four (4) hours. An employee shall not be paid more hours than their regular shift.

In the event an employee reports for work but is sent home before commencing work, the employee shall be paid for two (2) hours at regular rate, unless the employee was advised by the Board not to report to work.

Section 6.4 - Call Out

An employee required to work in an emergency outside the employee's regular working hours shall be paid for a minimum of two (2) hours at the employee's regular rate, or at time and one-half (1 1/2) for time worked, whichever is the greater and shall be paid from the time the employee leaves the employee's home to report for duty till the time the employee arrives back upon proceeding directly from work.

Section 6.5 - Overtime and Call-Back Time

Overtime and call-back time shall be divided equally where practicable among the employees engaged in similar types of operations and who are qualified to perform the work that is available and shall be on a voluntary basis.

Section 6.6 - Lead hand

Lead hands, designated as such by the Board, and actually supervising the work of another employee working on the same shift shall receive 50 cents per hour over and above the regular rate of pay.

Section 6.7 - Assignments and Substitutes

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

Section 6.8 - Shift Differential

a) Afternoon Shift

Where the majority of hours worked fall between 3:00 p.m. to 11:00 p.m. employees shall be paid a shift differential of thirty-five (35) cents per hour for all hours worked.

b) Night Shift

Where the majority of hours worked fall between 11:00 p.m. to 7:00 a.m. employees shall be paid a shift differential of forty-five (45) cents per hour for all hours worked.

Section 6.9 - Personal Automobile

Employees required by the Board to use their private automobile to carry out their duties shall be paid a mileage allowance agreed to between the Board and the Union or in accordance with Board policy, whichever is greater. This includes travel between worksites but does not include travel between home and the designated place of employment. Employees shall not be required as a condition of employment to supply a vehicle to perform their duties.

Section 6.10 - Job Description

a) The Board agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

b) No Elimination of Present Classifications

Existing classification shall not be eliminated or changed without prior agreement, in writing, with the Union.

Section 6.11 - Employee Evaluation

All employees shall be evaluated once per year. The evaluation shall be for the performance of the employee over the entire year. The evaluation meeting shall be conducted by the immediate supervisor, privately, and adequate notice shall be given to the employee of the date and time of such meeting.

The employee shall sign the evaluation indicating only that the employee has read the document.

In the event of an unsatisfactory evaluation the supervisor shall complete another evaluation within three months.

Copy(ies) of the signed evaluation document(s) will be given to the employee on request.

In the event the employee feels the evaluation is unjust they will have the opportunity to appeal the evaluation through the grievance procedure.

Section 6.12 - Coordinator Premiums

Any employee given the role of Coordinator will be paid a premium in the amount of two dollars (\$2.00) per hour above their regular rate of pay. The Coordinator will perform duties that are traditionally done by management and have been approved by the Union and Employer. An employee has the right to refuse such work. The withdrawal of such work shall not constitute a layoff.

ARTICLE 7 - OVERTIME

Section 7.1 – Entitlement

All overtime must be approved by Secretary-Treasurer or designate.

For all overtime work, as hereinafter defined, all employees covered by this Agreement shall be paid as follows: All employees covered under the Wage Schedules of this Agreement, all time worked over eight (8) hours or seven (7) hours per day, or forty (40) or thirty-five (35) hours per week, whichever is applicable, Monday to Saturday inclusive, shall be paid for at time and one-half (1 1/2) the regular rate of pay for the first two (2) hours of overtime worked in any day, and at double (2) the regular rate of pay thereafter until commencement of the employee's next scheduled shift. All overtime worked on Sunday shall be paid at double (2) time for every hour worked.

Section 7.2 - Extended Overtime

There shall be no extended amount of overtime worked in any operation while there are employees on lay-off in the same or similar type of operation and qualified to perform the available work.

Section 7.3 - Accumulated Compensatory Time

All overtime must be approved by the Secretary-Treasurer or designate.

- a) Employees will be permitted to accumulate compensatory time as follows:
 - 1) up to a maximum of five (5) days without approval:
 - 2) in excess of five (5) days only with the approval of the immediate supervisor:
- b) Use of accumulated compensatory time will be granted provided that:
 - 1) the request to the Supervisor is made at least five (5) days in advance.
 - 2) the time is mutually agreeable.
- c) Unused compensatory time as at June 30th will be paid out and may not be carried over to the next fiscal year unless by mutual agreement.
- d) In the case of an emergency an employee may be permitted to use the accumulated compensatory time without having given the required five days notice provided that the immediate supervisor of such employee so permits.

Section 7.4 - Clerical Overtime

Upon approval of their supervisor, a regular clerical employee at a work site may work up to 40 hours per week at straight time. The employee must advise their supervisor of their availability to do this work at this rate.

ARTICLE 8 - STATUTORY HOLIDAYS

Section 8.1 - Entitlement

- i) Employees shall be entitled to a holiday with pay at their regular rate for each of the Statutory Holidays hereinafter set forth, or such day as the Board and the Union may mutually agree shall be taken in lieu of such Statutory Holiday. The Statutory Holidays shall be:

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

and any other day proclaimed by the Federal or Provincial Governments.

To qualify for statutory holiday pay an employee must not be on lay-off or unpaid leave.

- ii) New Employees:

To be eligible to receive statutory holiday pay, at their regular rate, new employees must have worked fifteen (15) days or more on continuous service.

Section 8.2 - Holiday During Vacation

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

An employee required to work on such Statutory Holiday, or day in lieu thereof as aforesaid, shall receive in addition to the employee's regular rate of pay for that holiday, time and one-half (1 1/2) the employee's regular rate of pay for hours worked.

Section 8.3 - Employee Working On a Holiday

Should the schools be required to be in session on any Statutory Holiday, employees required to work on such holiday will be granted an alternate day off in lieu of the Statutory Holiday worked. The alternate day off will be taken at a mutually acceptable time no later than the conclusion of the employee's next annual vacation.

ARTICLE 9 - VACATION ENTITLEMENT

Annual vacation based on the employee's employment anniversary date shall be as follows:

Note: See Letter of Understanding No. 6

These terms are temporarily replaced by Section 2 in Letter of Understanding No. 6.

Section 9.1 - Vacation Entitlement - Twelve Month Employees

1. *Employees who have not completed one (1) year of service will receive one (1) vacation day for each completed month of service, to a maximum of ten (10) vacation days, if terminating prior to one (1) year of service.*
2. *Three (3) weeks after one (1) year continuous service.*
3. *Four (4) weeks after five (5) years continuous service.*
4. *Five (5) weeks after eleven (11) years continuous service.*
5. *Six (6) weeks after twenty (20) years continuous service.*

Section 9.2 - Vacation Entitlement - Ten Month Employees

a) Appointed Hours

The amount of vacation entitlement given a regular or regular part-time employee based on the appointed hours shall be as follows:

1. *Employees who have not completed one (1) year of service will receive one (1) vacation day for each completed month of service, to a maximum of ten (10) vacation days, if terminating prior to one (1) year of service.*
2. *10/12 of three (3) weeks after one (1) year continuous service - 13 days.*
3. *10/12 of four (4) weeks after five (5) years continuous service - 17 days.*
4. *10/12 of five (5) weeks after eleven (11) years continuous service - 21 days.*
5. *10/12 of six (6) weeks after twenty (20) years continuous service - 25 days.*
6. *With the exception of first year employees, vacation entitlement will be front end loaded in September of each year.*

b) Extra Hours

The amount of vacation pay entitlements given a regular or regular part-time employee based on their extra hours worked above their appointed hours stipulated in Section 2 above shall be as follows:

- 1. Employees who have not completed one (1) year of service will receive 4% if terminated prior to one (1) year of service.*
- 2. After one (1) year continuous service - 6%*
- 3. After five (5) years continuous service - 8%*
- 4. After eleven (11) years continuous service - 10%*
- 5. After twenty (20) years continuous service - 12%*

Section 9.3 - Vacation Entitlement Clarification - Definition of Vacation Day

For clarification, weeks are based upon your daily hours averaged over an employee's average five (5) day week average hours as per their appointment.

e.g. An employee who works twenty-five (25) hours in the first week of their appointment and twenty (20) hours per week in the second will have an average of twenty-two and a half (22.5) hours per week.

A vacation day in this example would be four and a half (4.5) hours for a day.

Section 9.4 - Vacation Period

All employees shall be granted during the months of July and August at least two (2) weeks of their vacation, and as far as possible the period preferred by the employee. By mutual agreement, vacations may be arranged in any other month of the calendar year. However, in the event of conflict of vacation date preferences, the Board will determine the choice, taking into consideration the employee's seniority, and the smooth operation of the school system. Less than twelve-month employees will be expected to access their vacation entitlement during non-instructional time

Section 9.5 - Pay Procedure

If requested in writing, twelve-month employees shall receive, on the last pay day preceding commencement of their annual vacation any monies that may fall due during the period of their vacation.

Section 9.6 - Leaving Board Service

An employee leaving the service at any time in the employee's vacation year before the employee has had the employee's vacation shall be entitled to a proportion of payment of the employee's salary or wages in lieu of such vacation. When an employee dies the employee's estate shall be credited with the value of vacation credits owing him/her.

Section 9.7 - Common Vacation Entitlement - Custodial

There will be a two (2) week common vacation time during the summer. One week will always be the fourth Monday of July. In even-numbered years, the second week will be the week after the fourth Monday of July. In odd-numbered years, the second week will be the week before the fourth Monday of July. This may be changed subject to mutual agreement between the parties.

ARTICLE 10 - LEAVE OF ABSENCE

Section 10.1 - Sick Leave

a) General Leave

- i) "Sick Leave" means the period of time an employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act.
- ii) An employee may be required to produce a certificate from a duly qualified medical practitioner for such illness certifying that the employee is unable to carry out duties due to illness.
- iii) Any employee prevented from performing their regular work with the Board on account of an occupational accident that is recognized by WorkSafeBC as compensational within the meaning of the Act, shall receive from the Board the difference between the amount payable by WorkSafeBC and the employees' net salary, to a maximum of six (6) months, and thereafter the difference shall be deducted from the employees' accumulated sick leave. The rate of deduction shall be calculated as the difference between the amount payable by WorkSafeBC and the employees' net salary for each day off work. Such accident must not have occurred while the employee was working simultaneously for another Employer. Should the employee have no sick leave credit, then the employee shall only be entitled to the amount paid by WorkSafeBC.
- iv) In case of illness to an immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying the employee's supervisor, to use a maximum of five (5) sick leave days per illness for this purpose. Such illness must be certified by a medical practitioner.
- v) Salary for lost time due to compulsory quarantine shall be paid to an employee when certified by a medical officer, and not chargeable to sick leave.
- vi) "Gross earnings" shall be the gross salary paid to employees in accordance with their letters of appointment. (This would include Lead hand allowances, shift differential, etc., but not overtime, etc.)
- vii) Employees with permanent appointments, having successfully completed their three (3) month probationary period and working 18 hours or more per week shall participate in the short term/long term disability plan as described under sub-paragraph (b) below.
- viii) Employees not eligible to participate in the short term/long term disability plan will be eligible for sick leave under subsection (c) below.
- ix) If the employee is unable to return to work after the 17-week period outline in Section (b) (viii), they will be eligible for the long-term disability benefits. The long-term disability benefits will continue as long as the employee is disabled or until age 65

Note: See Letter of Understanding No. 6

These terms are temporarily replaced by Section 3 in Letter of Understanding No. 6.

b) Sick Leave - Employees Eligible for the Short- and Long-Term Disability Plans

The provisions of this subsection apply only to those employees eligible for the short term/long term plan.

- i) Employees in the employ of the Board as of December 31, 1985 will have their existing sick leave accumulation as of that date frozen at the wage rate as at December 31, 1985. This will be calculated at the rate earned as per the employee's letter(s) of appointment.*
- ii) On July 1st of each year, eligible employees will be credited with six (6) sick leave days. Eligible employees will be entitled to bank up to three (3) unused sick leave days. At no time shall there be more than four (4) days in the employee's sick leave bank. At no time shall there be more than ten (10) days of sick leave available for the employee's use in any one fiscal (July 1 to June 30) year.*
- iii) Employees becoming eligible after July 1st and before June 30th of any year will be credited with .50 days sick leave for each month worked. If there is any unused sick leave days still available as of the end of the fiscal year they will be applied as per Section 10.1 b) ii).*
- iv) Employees will use their sick days for sickness on the first, second and third day of illness. Employees will be covered by the short-term disability plan on the fourth (4th) day of an illness, on the first day of an accident, and hospitalization or surgery when an employee is unable to return to work immediately thereafter.*
- v) Employees may utilize their frozen sick leave accumulation to cover sick leave days in excess of the six (6) days per year allocated under subsection (ii) above.*
- vi) The short-term plan will provide employees with seventy per cent (70%) of their gross weekly earnings.*
- vii) Employees may "top-up" the seventy percent (70%) payments under the short-term disability plan by utilizing their frozen sick leave accumulation.*
- viii) The short-term plan will cover employees for a maximum of seventeen (17) weeks.*
- ix) The Board will pay one hundred percent (100%) of the premiums for the short-term disability plan for eligible employees. The rebate received under the EI premium reduction plan will be refunded to the Union.*
- x) If the employee is unable to return to work after the seventeen (17) week period outlined in (Section B viii), they will be eligible to apply for the long-term disability benefits. The long-term disability benefits will continue as long as the employee is disabled or until age sixty-five (65), whichever comes first.*

- xi) The long-term plan will provide employees with seventy percent (70%) of their gross earnings to a monthly maximum of \$10,000.*
- xii) The Board will pay 100% of the premiums for the long-term disability plan for eligible employees.*
- xiii) Upon retirement or upon retirement with a permanent disability entitling the employee to Municipal Pension Plan, employees shall receive fifty percent (50%) of the balance of their frozen accumulated sick leave.*
- xiv) Upon the death of any employee twenty percent (20%) of the balance of the frozen accumulated sick leave will be paid to the employee's estate.*
- xv) Employees will be permitted to utilize their frozen sick leave accumulation for early retirement in accordance with the provisions of the Municipal Pension Act.*
- xvi) Employees will be advised in writing on February 28th of each year of the balance of their frozen sick leave accumulation as of December 31st.*
- xvii) The conditions of the contract between the insurance carrier and the employer will be mutually agreed to by the union and the employer.*
- xviii) For coverage of benefits during illness refer to Article 12.2.*
- xix) Should the payment from the insurance company not arrive on time, the employer will make the payment and the employee will turn the insurance cheque over to the employer.*

c) Sick Leave - Employees Not Eligible for Short Term and Long-Term Disability Plans

- i) Sick leave shall be granted to Regular and temporary employees working less than eighteen (18) hours per week, on a pro-rata basis on the basis of one and one-half (1 1/2) days for every month of service. In any one year, where an employee has not had sick leave or only a portion thereof, they shall be entitled to an accrual of all the unused portion of sick leave for their future benefit up to a maximum of one hundred and thirty (130) work days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- ii) Leave without pay of one year because of illness shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of one year, an extension may be granted by the Board.
- iii) When an employee is granted leave of absence without pay for any reason, they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any existing at the time of such leave.

- iv) An employee entitled to sick leave under this Article, shall receive twenty percent (20%) of their unused accumulated sick leave upon:
 - i) retirement on or after the attainment of the minimum retirement age, whichever shall last occur, or
 - ii) retirement with a permanent disability entitling the employee to Municipal Pension Plan, or
 - iii) in the event of the death of an employee while in the service of the Board, the estate will be credited with monies, if any, owing.

For the purpose of this section, the retirement age for all employees shall be in conformity with the Pension (Municipal) Act or Pension Plan in effect.

When an employee in this category becomes eligible for short term and long-term disability plans, the employee's sick leave accumulation will be frozen at the time that they become eligible to go into the plan.

Section 10.2 - General Leave of Absence

- i) The Board shall grant a general leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, providing such request is made in writing and is approved by the Board. The Union shall be notified of such leaves and duration. Leave of absence shall not be granted to an employee for the purpose of that employee working for another employer or be self employed.
- ii) Employees on a general leave of absence longer than twelve (12) months cumulatively shall cease to accrue seniority after twelve (12) months from the date the leave began. The employee will begin to accrue seniority again on the date the employee returns to work.
- iii) Employees on a general leave of absence of two months or less will continue to be enrolled in the Employer benefit plan at no cost to the employee and subject to eligibility requirements of the benefit carrier. Employees on a general leave of absence of two months or less will maintain their sick leave entitlement.
- iv) Employees on a general leave of absence greater than two (2) months will have the option to continue enrolment in benefit plans for a maximum period of twelve (12) months, subject to eligibility requirements of the benefits carrier. Employees will be responsible to prepay the cost of benefits during the period of leave. Failure to prepay the cost of benefits will result in immediate cancellation of benefits.

Section 10.3 – Bereavement, Critical Illness and Personal Leave

a) Bereavement Leave

- i) The Board shall grant leave with pay to a maximum of five (5) days in the case of the death of an immediate family member as defined in 17.10.
- ii) Leave of absence in excess of five (5) days shall be granted upon request. It shall be with or without pay at the discretion of the superintendent or designate.
- iii) In the event of the death of any relative not mentioned above or a friend of the member, the member is entitled to leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, without pay, for travel, subject to the authorization by the employee's supervisor.

b) Critical Illness Leave

In the case of critical illness in the immediate family, an employee shall be entitled, after notifying the employee's supervisor a maximum of three (3) days paid leave for that illness in a calendar year for each immediate family member as per article 17.10. Critical illness in the family shall be defined as an illness with a significant risk of death within 30 days, which the patient's physician deems the employees' presence be required at the bedside. The employer may request a letter of verification from the patient's physician.

These days will not be taken from the employee's sick leave bank but will be in addition to them.

Additional unpaid leave may be requested with no loss of seniority.

Employees may also access vacation entitlement for this purpose.

c) Unpaid Personal Leave

All employees are entitled to five (5) days of unpaid personal leave each school year subject to the following:

- i) Requests for personal leave must be made a minimum of two (2) weeks in advance.
- ii) Requests will not be granted in the week before Winter Break or Spring Break and / or the last school week in June.
- iii) All requests are subject to available replacements.

Section 10.4 - Jury Duty

The Board shall pay an employee who is required to serve as a juror or court witness the difference between the employee's normal earnings and the payment the employee receives for jury service or subpoenaed court witness. The employee will present proof of service and the amount of pay received.

Section 10.5 - Pregnancy Leave/Parental/Adoption Leave

- a) Upon written request, leave of absence without pay and without loss of seniority shall be granted to regular employees in accordance with the Employment Standards Act, Part 6, Pregnancy Leave, and Section 5.3 of this Article. A request for maternity leave must be supported by a Certificate of a Medical Practitioner. A pregnant employee who requests leave under this article is entitled up to seventeen (17) weeks for the birth of the child or termination of pregnancy. A birth mother who subsequently takes parental leave shall be entitled to an additional sixty-one (61) weeks of unpaid leave, to a maximum of seventy-eight (78) weeks.
- b) An employee returning to work after such leave shall provide the employer with at least two (2) weeks notice. The returning employee shall be reinstated in the employee's former position or a comparable position, with all increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken. The employer shall continue to make its contributions towards the premiums for group benefits during the period of the leave.
- c) Upon written request, leave of absence without pay and without loss of seniority shall be granted to an employee for the purpose of adoption/parental leave. Such leave shall be up to sixty-one (61) weeks. The employer shall continue to make its contributions toward the premiums for group benefits during the period of leave. Annual vacation shall continue to accrue during the leave. A returning employee shall be reinstated in the employee's former position or a comparable position.
- d) On the birth of a child, an employee, who is a parent of that child but who is not accessing maternity leave, may apply for and shall be granted paternity leave with pay up to three (3) days.

Section 10.6 - Leave for Union Business

- a) The Board agrees that time spent in settling grievances during regular working hours by the Union Stewards, shall be considered as time worked, provided that such time shall not exceed the total of twenty-four (24) working hours in any one month. A request can be made to the Board for time in excess of twenty-four (24) working hours in any one month. Time in excess of twenty-four (24) working hours is without pay. The Union agrees to forward to the Board a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards who are required to be absent to settle disputes.
- b) The Board agrees to grant time off, without pay during any working day to Officers of the Union in the employ of the Board for Union business purposes, provided:
 - i) that such time off shall not exceed a total of forty-eight (48) working hours in any one month for any one individual;
 - ii) that a written list of the names of such Officers in the employ of the Board shall be forwarded to the Secretary-Treasurer for this purpose;
 - iii) that a replacement is available if required;
 - iv) that the Board is advised by the Union each day that such officers will be absent.

- c. The Board agrees to grant a leave of absence without pay, not more than two (2) weeks after application from the Union, stating the intended duration of such leave, to a local Union Officer for business purposes provided a suitable substitute can be obtained, or to any employee who may be elected by the Union to a full-time position in this local or selected by CUPE National for a temporary staff position or who is elected to public office. The intended duration of such leave must be specified. It is agreed that such leave of absence shall be renewed upon application providing that such leave of absence shall not exceed a period of two (2) years at any one time or for the term of public office, whichever is the longer. It is agreed that the seniority of any employee so elected shall not be adversely affected and shall accrue during such leave.
- d. Bargaining representatives in the employ of the Board shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours without loss of remuneration. The Union agrees to notify the Board of the names of such employees, whose number, for the purpose of this section, shall not exceed a total of four (4) employees at any one time.

Section 10.7 - Service in Armed Forces - Military Leave

The country being at war, the seniority of employees enlisting in the Armed Forces shall be continued provided that the employee returns to employment with the Board within six (6) months of discharge from the Armed Forces.

Section 10.8 - Union Conventions or Education Seminars

Leave of Absence with pay and without loss of seniority shall be granted upon request to the Board by the Union, for employees elected or appointed to represent the Union at Union conventions, or education seminars and provided that suitable substitutes are recommended by the Union. Such time shall not exceed a total of six (6) days in any one year per local. Any additional days required shall be granted without pay and without loss of seniority.

Section 10.9 - Accommodation for Disabled Employees

- a) Any employees covered by this Agreement who become incapacitated due to injury or illness which prevents them from performing the duties of their regular position shall be provided with suitable alternate employment to the point of undue hardship for both the Employer and the Union. If modifications to a job are made within a classification there shall be no reduction in pay, however, if the accommodation involves an employee changing classifications the employee shall receive the pay for that classification. The employee's pay may come from a variety of sources.
- b) The Board and the Union recognize the benefit of enabling a disabled employee to return to suitable work as early as the employee is willing and able. For the purpose of this Article "disabled employee" is defined as an employee who is unable to perform the full duties of the employee's regular job due to occupational or non-occupational accident or illness.

- c) For each disabled employee who is able to perform work, the Board, in consultation with the Union, a medical practitioner and the employee, shall cooperatively develop a "Modified Work Plan". The Work Plan will consider the employment needs and abilities of the disabled employee, the workplace needs, and the interests of the Union. In the event of a dispute on medical grounds, the matter will be referred to an independent medical authority agreed to by the parties.
- d) The underlying principle behind each Modified Work Plan is to create a suitable position by modifying the employee's regular position through changes to both the employee's position and/or to other positions. With due regard to seniority, a reserved vacancy may be considered to facilitate the employee's return to full employment status.
- e) It is understood that the Union and Board reserve their right of access to the grievance procedure, up to and including arbitration, should there be disagreement with the application of these Modified Work Plan provisions.

Section 10.10 – Domestic Violence Leave

Domestic Violence Leave shall be provided in accordance with the *Employment Standards Act*.

ARTICLE 11 - SENIORITY

Section 11.1 - Seniority Defined

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

Section 11.2 - New Employees' Probationary Period

An employee hired to their first regular position is on probation. The probation period is to continue for three (3) months, during which time the employee shall be considered a temporary worker only, and during the same period no seniority rights shall be recognized. On completion of three (3) months cumulative service, in any one working year, each employee shall be entitled to seniority dating from the day in which he commenced employment with the Board.

Section 11.3 - Seniority List

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in May and November of each year.

Section 11.4 - No Loss of Seniority

An employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Board; the employee shall not lose seniority.

Recall - Employees with be recalled according to the following:

- i) an employee with up to one year of service will be on recall for 12 months
- ii) an employee with one to 5 years of service will be on recall for 18 months
- iii) an employee with five plus years will be on recall for 24 months

A person on recall shall be required to bid on vacant positions if they want off the recall list. When a regular employee on recall assumes a temporary position, the time spent in the temporary position shall be added to his recall period. The maximum amount of time an employee can be on the recall list at any one time shall be forty-eight (48) months

Section 11.5 - Loss of Seniority

An employee shall lose seniority only in the event:

- a) the employee is discharged for just cause and is not reinstated;
- b) the employee resigns;
- c) the employee is absent from work in excess of three (3) working days without notifying the Board, unless such notice was reasonably not possible;
- d) the employee fails to return to work within ten (10) calendar days of being notified to return to work from lay-off.

Section 11.6 - Transfer In and Out of Union

- a) No employee shall be transferred to a position outside the bargaining unit without consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain bargaining unit seniority for a period of six (6) months. If an employee returns to the bargaining unit during this initial period of six (6) months, the employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the lay-off or bumping of a bargaining unit employee. An appointment to any vacant position shall be as per this agreement.
- b) If an employee has been transferred to a position outside of the Bargaining Unit, or the person has never been a member of the Bargaining Unit, he shall only be able to be placed in the Bargaining Unit if:
 - i) there is a position open where no other Bargaining Unit member will be displaced.
 - ii) the appointment to the vacant position will be as per this Agreement.

Section 11.7 - Casual/Temporary Employee

- a) No seniority shall accrue for a casual or temporary employee unless that employee is appointed, by letter, to a regular, full or part-time position with the Board, thereby attaining the status of a regular employee.
- b) Casual and temporary employees who become regular employees shall be credited for purposes of seniority, each day in which that employee worked a full or part-time shift in the two-year period immediately prior to the employee attaining regular status.

The seniority date of the employee shall be the date at which the employee was appointed to a regular position backdated by the number of weekdays equal to the number of full or part-time shifts worked by the employee in the two-year period immediately prior to the employee attaining regular status.

An employee whose seniority date is backdated shall be considered to be on probationary service for the three months immediately following the backdated seniority date provided that the employee was employed in the same capacity as the position to which the employee is appointed and thereafter is on regular service subject to the provisions of Article 11.10.c.

Subsection (b) shall apply only to those employees appointed to a regular position on or after October 1, 1984.

Casual and temporary employees will be considered for vacant positions that have not been filled through the normal posting process before these positions are made available to the general public.

Section 11.8 - Layoffs, Bumping Procedure and Rehiring

a) Definition of Layoff

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

b) Layoff and Bumping Procedure

1. Within five (5) working days of notification of layoff, the laid off employee shall indicate in writing to the employer the employee's intent to bump or to be laid off.
2. If there are no positions to which the employee can bump, such employee shall be laid off.
3. An employee about to be laid off may bump any employee with less seniority, providing the Board is satisfied the employee exercising the right is qualified to perform the work of the employee with less seniority. A reasonable familiarization period will be provided. The right to bump shall include the right to bump up.

If the laid off employee indicates their intent to bump, they must also indicate in order of preference, those classifications into which they have the qualifications to bump.

- i) Employees who fill more than one part-time position may exercise their right to bump if the position with the greater number of hours is reduced or made redundant.
 - ii) Employees who are laid off a secondary position will only be allowed to bump into other positions provided it does not conflict with the hours of work of their other part time position.
 - iii) Employees who fill two positions of equal hours may exercise their right to bump if either is reduced in hours or made redundant.
4. The employer may request assistance from the Union to ensure an orderly transition in the event of layoffs and recall.
 5. Grievances concerning layoff and recall shall be initiated at Step 3 of the grievance procedure.

This layoff procedure does not affect the normal layoff of ten (10) month employees unless their positions are to be made redundant or reduced in hours.

c) No New Employees

New employees shall not be hired until those employee(s) who have been laid off have been given an opportunity of recall. The laid off employee who is recalled must be qualified for the position as judged by the Board.

d) Advance Notice of Layoff

The Board shall notify, by double registered letter, or by hand delivery regular employees who are to be laid off by thirty (30) calendar days prior to their effective date of layoff. Copies of layoff notices to employees shall be forwarded to the president of the Union at the same time the notice is sent to the employee who is to be laid off. If the employee has not had an opportunity to work the days as provided in this Article the employee shall be paid for the days for which work was not made available.

e) Severance Pay

A regular employee who is laid off may choose to accept the following severance pay:

- a) two (2) weeks pay where the employee has completed a period of employment of at least six (6) consecutive months, and
- b) after completion of the period of employment of three (3) consecutive years, one (1) additional week's pay and for each subsequent completed year of employment, an additional week's pay up to a maximum of eight (8) weeks pay.
- c) an employee choosing severance pay shall do so within thirty (30) days of receipt of layoff notice.
- d) an employee choosing severance pay forfeits the employee's right to recall as provided in this Agreement.

Section 11.9 - Responsibilities of Laid Off Employees

It shall be the responsibility of the laid off employee to notify the Board of changes in the employee's postal address or qualifications. Laid off employees who have complied with this procedure shall be notified by the Board by registered mail at their last known address of the date and time at which they are to report to work, and should an employee fail to report within ten (10) days of being so notified the employee shall lose the right of re-employment. (See Article 11.4)

Section 11.10 - Job Postings

- a) In the event of a vacancy occurring in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for five (5) working days and a copy shall be emailed to the Secretary of the Union. Such posting and notice shall contain the following information: worksite, nature of the position, required ability, hours of work and wage rate or salary range, the closing date for accepting applications. Postings with work sites in more than one community will clearly specify the Home Base location for the position and the communities to be attended for the assignment. Applications must be made in writing. For clarification purposes, worksite for any posting for a school-based classification means the actual school the position will be assigned to. The Union shall be advised in writing of the name(s) of the successful applicant(s) within seven (7) days following the employee's appointment.

During the period July 1 through August 14, inclusive, postings will be for a minimum of eight (8) working days.

NOTE: School-based classification excludes Aboriginal Education Support Workers and Youth Care Workers.

- b) i) The Board agrees that in making appointments, the applicant with the greatest seniority and having the required qualifications and ability to do the job, shall be awarded the position. The Board shall determine the qualifications, based on the job description, and ability in a fair and equitable manner.
- ii) The Board agrees to award the position within fourteen (14) days of the closing date of the posting if the successful applicant is internal. The successful applicant will be placed in the position within twenty-one (21) days of being awarded the position. If the board requires the successful applicant to remain in their former position beyond the twenty-one (21) days, they will make every effort possible to make the employee whole.
- c) Where the posting of additional hours is required, additional hours of less than four hours per day 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. Should the additional hours assigned not be accepted the position would be reposted with the additional hours attached.
- d) **Reporting to a New Position**
- No member of the bargaining unit will bid on a posting unless the member will report to work in the new position if successful in the bidding process. This shall not apply where the employee has the opportunity to bid on a position with more hours, a higher rate of pay, a permanent position, or can relocate to a worksite closer to their residence and is successful in their bid.

Should an employee be successful in their bid, but not report due to one of the above situations, the Board may then offer the next qualified applicant from the original posting, as a temporary position, without reposting the position. The temporary appointment would last until the successful applicant reports to the new positions.

- e) All appointments shall be subject to a trial period of 60 working days. Conditional on satisfactory service, such appointment shall become permanent after the period of 60 working days.

In the event the successful applicant proves unsatisfactory in the position or if the employee wishes to for valid reasons, the employee will be returned to the employee's former position at the prevailing rate without loss of seniority and any other employees promoted or transferred because of the rearrangement of positions shall if necessary be returned to their former position.

In the event an employee reverts back to the employee's former position the vacant position may be awarded to the next senior qualified person on the list of original employee applications or may be reposted.

- f) i) This section shall not apply to temporary replacements of eight (8) weeks or less necessitated by illness, injury, or leave of absence, or replacement of employees on vacation or for temporary filling of vacancies. In the event that a temporary replacement exceeds the eight (8) week stipulation above, then the position shall be posted. If extenuating circumstances exist, the eight (8) week period may be extended with mutual agreement.

When the incumbent returns to work the employee shall return to the employee's former posted position and the temporary replacement employee shall return to that posted position. If a layoff has been issued for the position in the employee's absence the employee shall have bumping rights. Other employees affected by this process will have rights as per Article 11.8. Article 5.7.1 does not apply to those employees who are bumped by this process.

- ii) In the event of an incumbent being off work due to a disability for more than eighteen (18) consecutive months, the position will be posted as a regular position.

If the incumbent returns to work, the incumbent will return to the incumbent's previous position. If a layoff has been issued for the position in the employee's absence the employee shall have bumping rights. Other employees affected by this process will have rights as per Article 11. Article 5.7.1 does not apply to those employees who are bumped by this process.

In the event a temporary posting exceeds three (3) months, the employee filling the position will achieve benefits as per this Collective Agreement.

- iii) Any position that has its hours increased more than one (1) hour per day shall be posted as a vacancy. Any position that has its hours increased one (1) hour or less per day will not be posted as a vacancy. If the incumbent refuses the increase the incumbent will be considered in a layoff position.

g) No outside advertisement for a vacancy to recruit additional employees shall be made until after such posting has been completed. This may be varied with the agreement of the Union.

h) **Preference to Disabled Employees**

Any employee covered by this Agreement who, through advancing years or partial disablement is unable to perform the employee's regular duties, the employee shall be given the preference of any light work available at the salary payable at the time for the position to which the employee is assigned, provided that no other employee is displaced from their regular position, or suffers any reduction in pay as a result of such placement.

i) **Promotion for Heating Engineer Certificate**

Where a vacancy occurs, requiring a heating certificate, present employees shall be given the opportunity of obtaining a temporary permit to enable them to acquire the knowledge necessary to obtain the required heating certificate, providing the employee shall avail himself of the opportunity so afforded, and failing to do so, the employee shall forfeit his right to such position or vacancy. No employee shall be permitted to operate a boiler for a period longer than two (2) consecutive heating periods, i.e. October 1 to March 31, with such a temporary permit. Any employee failing to obtain the necessary heating certificate or failing to avail himself of the opportunity to do so, shall revert to the position the employee would have held had the employee not been so promoted.

j) **Provision for Promotion**

In cases of promotion requiring higher qualifications or certification the Board shall give consideration to employees who do not possess the required qualifications but are already in the process of qualifying prior to the posting date. Such employees will be given an opportunity to qualify or revert to their former positions if the required qualifications are not met.

k) **Permanent Transfer**

If the transfer of an employee from one school to another is to be of a permanent nature, it will be made only with the agreement of the Union, and subject to the provisions of this Article. When the transfer is made on a permanent basis, the rate of pay shall be as set forth in the Wage Schedule for that position, of this Agreement. If an employee transferred on a temporary basis, sixty (60) calendar days or less, is required to work out of the school in which the employee usually works in order to effect such temporary transfer, then the Board agrees to provide transportation, if required, for the employee for the duration of the temporary transfer.

Section 11.11 - Notification

The Union shall be notified of all appointments, hiring's, layoffs, rehiring and terminations of employment.

ARTICLE 12 - EMPLOYEE BENEFITS

Section 12.1 - Eligibility

Regular full-time employees, and regular part-time employees who work 18 hours per week or more shall be eligible to participate in the employee benefit plans after three (3) full months of continuous employment from the date of appointment to a regular position. Temporary employees who work eighteen (18) hours per week or more shall be eligible to participate in the employee benefit plans after three (3) months of continuous employment.

Section 12.2 - Municipal Pension Plan

Employees who have been in the employment of the Board for three (3) full months of continuous employment shall participate, if eligible for Municipal Pension Plan in conformity with the Pension (Municipal) Act of British Columbia.

Section 12.3 - Medical Coverage

- a) Eligible employees may participate in the mutually approved medical plan.
The Board will pay one hundred percent (100%) of the regular monthly premium.
- b) In the event of illness, the Board's contribution shall be paid for a maximum of one (1) year from commencement of such illness. Thereafter the employee may pay the full premium through the Board if the employee so desires or the Board will pay the total premium on behalf of the employee who shall refund the monies at the conclusion of the leave except in the case of death or permanent disability preventing return to work and provided it is permissible under the plan.
- c) In the event of a layoff the Board agrees to pay its share of the monthly premium up to a maximum of two (2) months. In the event of a longer layoff, employees so affected shall have the right to continue the coverage through direct payments provided the plan permits such coverage.
- d) While an employee is on leave without pay because of illness, the Board agrees to pay the employee's premium payments for medical coverage, and the group insurance coverage. Total premium paid by the Board on behalf of the employee shall be repayable at conclusion of the leave except in the case of death or permanent disability preventing a return to work. If the employee returns to work, the said deductions shall be repaid to the Board over a period of time equal to the time lost.

Section 12.4 - Extended Health Care Plan

Eligible employees may participate in the mutually approved extended health care plan as referenced in Appendix 'A'. This Appendix is deemed part of the Collective Agreement.

The Board will pay one hundred percent (100%) of the regular monthly premium.

Section 12.5 - Dental Care Plan

Employees may participate in a mutually approved dental plan. Minimum coverage on the plan shall be as follows:

| | |
|-------------------------------------|--|
| <u>Plan Basic Services</u> | 100% payment of claims |
| <u>Plan B Prosthetic Appliances</u> | Crown and Bridge 50% payment of claims |
| <u>Plan C Orthodontic</u> | 50% payment of claims - lifetime maximum \$3,500 per patient |

The Board will pay one hundred percent (100%) of the regular monthly premium.

Section 12.6 - Group Life Insurance

Eligible employees who have completed their probationary period of employment shall participate in a mutually acceptable group life insurance plan in the amount of \$50,000. Coverage or two and one-half (2.5) times the employee's annual income whichever is greater for each participant to a maximum of \$100,000.

Premiums shall be paid by payroll deduction with the Board contributing sixty percent (60%) and the employee forty percent (40%) of the monthly premium.

Section 12.7 - Employee and Family Assistance Program

The parties do hereby agree to the terms and conditions of the Employee and Family Assistance Program that is administered at the operational level by an E.F.A.P. Committee comprised of representatives of the participating unions, district administration and excluded staff.

Section 12.8 - Benefits Trust/LTD/Return to Work

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

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

ARTICLE 13 - GENERAL PROVISIONS

Section 13.1 - Accommodation

By mutual agreement proper accommodation shall be provided for employees to have their meals and store their clothes.

Section 13.2 - Courses of Instruction

- a) An employee may submit a request in writing for payment of Course fees upon successful completion. The Board may reimburse the employee if the following criteria are met:
 1. the course is directly work related
 2. the course is taken on the employee's own time.
 3. the Supervisor recommends approval.
 4. prior approval is received from Secretary-Treasurer.
- b) If the course is one which the Board has directed the employee to take, then the Board shall pay the cost of the Course. If the employee is not successful, the employee may repeat the course at the employee's own expense.

Section 13.3 - Personal Expenses

All out-of-pocket expenses incurred by an employee because of the requirements of the Board and in the performance of the employee's duties will be paid by the Board, up to the maximum approved by the Board policy. Lodging expenses shall be paid subject to the prior approval of the appropriate supervisor.

Section 13.4 - Tool Provisions

Any employee required to obtain tools shall have it supplied by the Board.

Section 13.5 - Protective Clothing

The Union will advise the Board of locations where they believe protective clothing is required. Subject to Board concurrence, such clothing will be provided.

Section 13.6 - Bulletin Board

The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all schools under the jurisdiction of the Board providing that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union.

Section 13.7 - Resignation

Employees wishing to terminate their employment are expected to give two (2) weeks notice to the Board.

Section 13.8 - Technological Change

Should any displacement of staff be indicated as a result of mechanization, the Board and the Union will meet and discuss the possibility of employing displaced persons in some other capacity, thirty (30) days prior to the implementation of such change. In the event that a regular employee is displaced the employee shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required for the job held by the junior employee. Any employee subsequently laid off as a result of this procedure shall retain seniority and recall rights for a period of eighteen (18) months. An employee placed in a lower-rated position as a result of mechanization, shall not have wages reduced. The employee shall continue to receive the employee's old rate until such time as the agreement rate for his new position is equal to his actual rate of pay.

Following this eighteen (18) months layoff period where the Board is unable to provide work for a displaced person with five (5) or more years of service, severance pay will be paid on the basis of one weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Board.

If as a result of the Board ceasing all or part of the operations or merging with another School District, or if by reason of any changes in operating methods, the Board is unable to provide work for a displaced employee with five (5) or more years of service, at the same regular rate of pay in a comparable class of work, the employee shall be given thirty (30) days notice and severance pay on the basis of one (1) weeks pay at the regular rate of the position last occupied, for every year of completed service with the Board.

Section 13.9 - Curricular and Extracurricular Bussing

1. Driver's time shall be paid at the driver's regular rate as per C.U.P.E. Local 4165 Agreement.
2. On trips outside of School District No. 5 boundaries, bus drivers will receive meal allowances as per School District No. 5 Board Policy.
3. Drivers will be provided a suitable location to rest for any trips requiring off duty time as directed by the Motor Vehicle Act.

When drivers require 8 hours of continuous rest suitable lodging will be provided.

4. Overtime:

Overtime to be calculated for hours worked in excess of forty (40) hours per week and paid as per C.U.P.E. Local 4165 Agreement. Waiting time will not be included in the calculation of overtime.

5. Drivers' hours shall be calculated as follows:

Day Trips

Drivers will be paid for all hours including time for pre-trip before departure from home terminal and time for post trip upon return to home terminal.

Overnight Trips

- i) On trips where the day ends at the home terminal prior to 5:00 p.m., the driver shall be paid for time on duty.
 - ii) On trips where the day ends at the home terminal after 5:00 p.m., the driver shall be paid eight (8) hours or time on duty whichever is the greater.
6. Calculation for payment shall include warm up and clean up time.
7. The driving of regular busses, extracurricular busses, and special activity busses as designated by the Motor Vehicle Act, as defined in this Agreement, for the purpose of transporting students on curricular or extracurricular trips is the work of the C.U.P.E. Local 4165 Bargaining Unit, save and except the following:
- i) Non-CUPE School District employees may drive extracurricular busses and special activity busses, as defined in this Agreement, on overnight extracurricular trips by mutual agreement.
 - ii) Extracurricular trips that are financed solely through fund-raising may or may not use C.U.P.E. Local 4165 Bargaining Unit drivers.
 - iii) Chartered busses can be used when the trip is beyond the East and West Kootenay School District. Charter busses can be used within the East and West Kootenay School Districts by mutual agreement.
8. i) All regular part time drivers will be given the first opportunity to be brought up to 40 hours per week prior to regular full-time drivers driving any curricular and extracurricular trips.
- ii) Casual drivers will be assigned to regular runs when permanent part time or regular full-time drivers take curricular or extracurricular trips that will give them more hours than their regular work, provided that a casual driver is available to drive the regular runs.
- iii) All waiting time and driving time shall be paid at the driver's regular rate.

9. **Definitions**

- i) Regular school busses are busses purchased, rented, or leased by the Board and assigned a Ministry of Education number and/or assigned to a regular route.
- ii) Extracurricular busses are busses purchased, rented, or leased by the Board and designated as extracurricular busses by the Board.
- iii) Special Activity busses are busses purchased, rented, or leased by the Board and designated as special activity busses by the Motor Vehicle Act.
- iv) Charter busses are those busses contracted on an all-found basis, including the driver, through a business licensed under the Motor Carrier Act.
- v) Home terminal is defined as the usual maintenance location for the bus and is as follows:
 - a. Cranbrook is the Cranbrook bus shop
 - b. Jaffray is the Jaffray bus garage
 - c. Fernie is the Fernie bus stop
 - d. Sparwood is the Sparwood bus garage
 - e. Grasmere is the Grasmere School
 - f. Elkford is the Elkford Bus Storage Facility

Section 13.10 - Transportation of Students

a) Curricular Trips

No employee of the school district presently excluded from the certification issued by the Labour Relations Board shall drive any school Board vehicle for transporting students except in the case of an emergency or where no bargaining unit employee is available.

b) Extracurricular Trips

No employee of the school district presently excluded from the certification issued by the Labour Relations Board shall drive any vehicle for which a Class 2 driving license is required, except in the case of an emergency or where no bargaining unit employee is available.

Section 13.11 - Typing Test

- a. Typing tests shall only be required once during the clerical employee's term of employment
- b. If a new clerical employee has a valid certificate from an accredited institution, no typing test will be required.

ARTICLE 14 - HEALTH AND SAFETY

The Union and the Board shall cooperate in continuing and perfecting the safety measures now in effect.

Section 14.1 - Safety Committee

A Safety Committee shall be established and be composed of at least two (2) representatives appointed by the Board and two representatives from the Union. One representative from the Board and one representative from the Union Safety Committee shall, if feasible, accompany government inspectors on inspection tours.

Section 14.2 - Safety Training

Safety representatives shall be entitled, subject to the approval of the immediate supervisor and Secretary-Treasurer, to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies, the Union or the Employer, which is directed to instruct or to upgrade the representatives on health and safety, matters.

Section 14.3 - The Right to Refuse Unsafe Work

Any employee encountering an unsafe or hazardous situation shall immediately cease work and contact the Board Office and shall be subject to WorkSafe BC Occupational Health and Safety Regulations.

Section 14.4 - Workers' Compensation Board

All employees shall be covered by the Workers' Compensation Act. No permanent employees shall have their employment terminated as a result of absence from work with a compensable injury or claim. Pending settlement of the insurable claim, including appeals, the employee shall continue to accrue seniority.

Section 14.5 - First Aid Allowance

The Board shall pay an allowance to a CUPE employee who is designated First Aid Attendant of the School, based on the following:

| | |
|---|--------------------|
| Level I Worksafe First Aid Certificate | \$300.00 per annum |
| Level II Worksafe First Aid Certificate | \$600.00 per annum |
| Transportation Endorsement | \$180.00 per annum |

In the event the Board determines it is necessary to designate an Alternate First Aid Attendant, the Alternate designate First Aid Attendant will receive 50% of the per annum.

The Board shall reimburse the applicable course fees for the acquisition and renewal of the Certificate subject to successful completion of the course. It will be the responsibility of the employee to apply for this reimbursement and provide proof of payment and proof of successful completion.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 15.1 - Steps

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 arbitral such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

- Step 1 - Such difference or grievance shall first be reduced to writing and taken up by the employee or a representative of the Union with the employee's supervisor.
- Step 2 - Should the supervisor be unable to affect a settlement, within five (5) working days of receipt of such grievance, it shall be submitted to the Director of Instruction/Human Resources.
- Step 3 - Failing settlement within five (5) working days, such grievance shall be referred to a grievance committee comprised of two (2) members each from the Board and Union. The committee shall, if it so desires, have its advisors in attendance. Failing settlement within ten (10) days by the committee the matter shall be promptly referred to and dealt with by Arbitration as set forth in Article 16.

Section 15.2 – Board or Union Grievance

Should the Board or the Union initiates the grievance, the matter shall be dealt with by the grievance committee as set out in Step 3, Section 15.1 of this Article.

Section 15.3 – Grievance Occurrence Time Limit

If a dispute is not submitted within sixty (60) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end.

Section 15.4 – Grievances and Replies in Writing

Grievance and replies to grievances shall be in writing at all stages, and grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

Section 15.5 – Employee Censure

Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal may follow, the Board shall, within five (5) days thereafter, give written particulars of such censure to the Union.

Section 15.6 – Just Cause

An employee may be dismissed only for just cause and only upon the authority of the Board. The supervisor may suspend an employee but shall immediately report such action to the Board. Such employee and the Union shall be advised promptly in writing by the Board of the reason for such dismissal or suspension. Just cause shall not include the refusal of the employee to cross the picket line of a legal strike, or refusal of an employee to deal with any business establishment involved in a legal strike. This provision shall be inapplicable to any employee in respect of the employee's refusal to work or to cross such picket line if the employee has permission of the striking union to cross such picket line or to so deal.

Section 15.7 – Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in the employee's former position, without loss of seniority rating and shall be compensated for all time lost in an amount equal to normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

Section 15.8 – Written Criticism

Any written criticism of an employee by the Board will be copied to the employee and the Union at the time of filing.

Section 15.9 – Omitting Stage 1 and 2

An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing under Article 15 - Grievance Procedure. Stages 1 and 2 of the grievance procedure shall be omitted in such cases.

ARTICLE 16 - ARBITRATION PROCEDURE

Section 16.1 – Requesting Arbitration

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing, addressed to the other party of the Agreement. Within five (5) days hereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.

Section 16.2 – Arbitration Board Procedure

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

Section 16.3 – Arbitration Board Decision

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision; either party may apply to the Chairman of the Board to reconvene the Board of Arbitration to clarify the decision, which it shall do within three (3) days.

Section 16.4 – Arbitration Costs

Each party shall pay:

1. the fees and expenses of the Arbitrator it appoints;
2. one-half the fees and expenses of the Chairman.

Section 16.5 – Time Limits

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

Section 16.6 – Assistance of Witnesses

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

ARTICLE 17 - GENERAL

Section 17.1 - Job Security

No regular employee of the School Board shall lose their position or suffer a reduction of their regular hours as the result of the Board contracting out any School Board work. The Board agrees that any work or services performed by the bargaining unit or hereinafter assigned to the bargaining unit shall not be contracted out. This may be varied in writing subject to mutual agreement between the parties.

The word "regular" refers to full time and part time employees, excluding casual employees.

Section 17.2 - Labour Management Committee

a) Preamble

The purpose of the Labour Management Committee is to discuss labour relations and operational matters and to make recommendations to the Union and/or the Employer with respect to the discussion and conclusions.

b) Organization

- i) The committee will meet, if needed, in the months of October, November, January, February, May and June at a mutually agreeable time. All time spent at the meeting will be considered as time worked.
- ii) The Committee will be comprised of three (3) representatives from the Union and three (3) representatives from the Board.
- iii) Each Party will be responsible for taking their own minutes of the meeting.
- iv) The Committee's discussions will include, but not limited to the following:
 - i) Any issues that might arise regarding contracting out.
 - ii) Any issues that might arise regarding the four (4) hour minimum and will review all incidents that occur regarding the reduction of hours and accommodations to be made to find a temporary solution to fit that employee with the same hours and same rate of pay.

Section 17.3 - Indemnification

- a) The employer shall indemnify employees from any damages or court costs as a result of any civil action or proceeding brought against them arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required in the settlement of such action or proceeding.
- b) Subsection a) does not apply where:
 - i) an employee has, in relation to the conduct that is the subject matter of the action been found guilty of dishonesty, gross negligence, fraud, malicious or willful misconduct, child abuse or sexual misconduct; or
 - ii) the cause of action is libel or slander.
- a) The employer will indemnify employees for legal fees and disbursements based on fair and reasonable limits.
- b) Indemnification will not apply where the defense of the action or proceeding is covered by the insurance policy provided to school boards by the Ministry of Education.

Section 17.4 - No Discrimination/Sexual and Personal Harassment

a) No Discrimination

The employer and the Union agree that there shall be no intimidation or discrimination with respect to any employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification discharge, or any other action by reason of age, race, creed, sexual orientation, gender, marital or parental status, physical or mental disability, nor by reason of their membership or activity in the Union or any other reason. The Employer shall comply in all respects to those provisions outlined in the Federal and Provincial Human Rights Legislation.

b) Sexual and Personal Harassment

- i) The Board and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment.
- ii) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice or endangers an employee's employment status or potential.
- iii) Personal harassment shall be defined as intentionally offensive comments or actions deliberately designed to demean and/or belittle an individual or cause personal humiliation.
- iv) Any complaint alleging sexual or personal harassment shall be treated seriously and in the strict confidence.
- v) An employee may choose to discuss the matter with the alleged harasser to resolve the issue with or without Union Representation.
- vi) If the matter cannot be resolved the employee may address the issue through the grievance procedure at Step 1, 2 or 3.

Section 17.5 - Practicum Placement Partnership Agreement

For the purposes of allowing students to achieve their work experience requirements in School District No. 5 (Southeast Kootenay) worksites, it is agreed that students will not replace any CUPE Local 4165 employee.

Section 17.6 - Professional Development

Education Assistants may participate in two professional development days per year. These days must have prior approval of the Director of Student Services or designate.

Effective July 1, 2020 Education Assistants, Aboriginal Education Support Workers, Youth Care Workers, Bus Drivers and Clerical Staff shall participate in three (3) professional development days per year on school calendar Professional Development days. These days must have prior approval of a Director of Instruction or designate.

Section 17.7 - Copyright Infringement

Any employee directed by a supervisor to do copying and/or reproduction of material shall not be held responsible for any copyright infringement violation occurred on behalf of the Board while performing the required work.

Section 17.8 - Public Sector Accord

The parties agree and acknowledge that the Public Sector Accord on K-12 support staff issues is valid and applicable during the term of this collective agreement.

Section 17.9 - Drafting Collective Agreement

The Union will be responsible for the drafting of the Collective Agreement at the conclusion of bargaining.

Section 17.10 - Definitions

Employees

For the purpose of this agreement, employee or employees mean a person or persons defined as such under the Labour Relations Code.

Regular Employees

A regular employee is an employee (full time or part time) who holds a regular position and who has successfully completed the probationary period.

Temporary Employees

A temporary employee is a casual or new employee who is appointed to a temporary position, or an employee in a regular position who has not yet completed the probationary period.

Casual Employees

A casual employee is an employee who is employed on a day-to-day basis to augment or substitute for regular staff.

Probationary Period

The probationary period is the first three (3) months of continuous employment from the date the employee was appointed to the employee's first regular position to confirm suitability for employment in the district as a regular employee.

Trial Period

A trial period is the first sixty (60) working days served by an employee to determine the employee's suitability in a new classification. Employees will be required to serve only one trial period in any classification.

Temporary Positions

Temporary positions are defined as positions of a limited duration with a specific start date and finish date.

Immediate Family

Immediate family is defined as a spouse, child, step-child, mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-grandchild or any person living in the same household.

Worksite

Worksite is the place(s) of work to which an employee is assigned.

Home base

Employees assigned to work sites in more than one community will have one Home base for the assignment. The employee will begin and end the assignment at that Home base each day.

Community

For the purpose of this agreement Elkford, Sparwood, Fernie, Jaffray, Grasmere and Cranbrook are separate communities.

ARTICLE 18 - DURATION OF AGREEMENT

Section 18.1 - Term

This Agreement shall remain in effect for the period of July 1, 2019 to June 30, 2022 and from year to year thereafter unless mutually amended by the parties.

Section 18.2 - Housekeeping

The operation of Section 50, Subsection (2) and (3) of the Labour Code (RSBC 1996) is hereby specifically excluded and shall not be applicable to this Agreement.

AGREEMENT SIGNATURES

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

This Agreement made in Duplicate and Dated for Reference the ____ day of _____, 2020

SIGNED AT CRANBROOK, British Columbia, This ____ day of _____, 2020

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

National Representative

SCHEDULE "A"

CUPE CLASSIFICATIONS AND WAGE INCREASES:

| | May 1, 2019 | July 1, 2019 | July 1, 2020 | July 1, 2021 |
|---------------------------------|-----------------------------|---------------------|---------------------|---------------------|
| | 1.0% + 0.75% ESD | 2.00% | 2.00% | 2.00% |
| Aboriginal Support W. | \$ 25.29 | \$ 25.79 | \$ 26.31 | \$ 26.84 |
| Accountant | \$ 26.42 | \$ 26.94 | \$ 27.48 | \$ 28.03 |
| Accounting Clerk | \$ 23.54 | \$ 24.01 | \$ 24.49 | \$ 24.98 |
| Accounting/Payroll | \$ 26.42 | \$ 26.94 | \$ 27.48 | \$ 28.03 |
| Bus Cleaning | \$ 20.88 | \$ 21.30 | \$ 21.73 | \$ 22.16 |
| Bus Driver | \$ 23.54 | \$ 24.01 | \$ 24.49 | \$ 24.98 |
| Bus Monitor | \$ 19.86 | \$ 20.25 | \$ 20.66 | \$ 21.07 |
| Classroom Assistant | \$ 18.07 | \$ 18.43 | \$ 18.80 | \$ 19.18 |
| Clerk I | \$ 19.95 | \$ 20.35 | \$ 20.76 | \$ 21.18 |
| Clerk II | \$ 20.12 | \$ 20.52 | \$ 20.93 | \$ 21.35 |
| Clerk Secretary | \$ 22.11 | \$ 22.55 | \$ 23.00 | \$ 23.46 |
| Computer Tech | \$ 26.42 | \$ 26.94 | \$ 27.48 | \$ 28.03 |
| Cook's Assistant | \$ 25.29 | \$ 25.79 | \$ 26.31 | \$ 26.84 |
| Cross Guard | \$ 19.10 | \$ 19.49 | \$ 19.88 | \$ 20.28 |
| Custodian | \$ 20.07 | \$ 20.47 | \$ 20.88 | \$ 21.30 |
| Custodian (Day) | \$ 20.88 | \$ 21.30 | \$ 21.73 | \$ 22.16 |
| Custodian Rover | \$ 22.65 | \$ 23.10 | \$ 23.56 | \$ 24.03 |
| Education Assistant (Regular) | \$ 23.54 | \$ 24.01 | \$ 24.49 | \$ 24.98 |
| Education Assistant (Special) | \$ 24.24 | \$ 24.73 | \$ 25.22 | \$ 25.72 |
| Foreman II | \$ 23.53 | \$ 24.00 | \$ 24.48 | \$ 24.97 |
| Grounds Foreman II | \$ 25.36 | \$ 25.87 | \$ 26.39 | \$ 26.92 |
| Journeyman Tech | \$ 27.84 | \$ 28.39 | \$ 28.96 | \$ 29.54 |
| Labourer | \$ 19.93 | \$ 20.33 | \$ 20.74 | \$ 21.15 |
| Library Technician | \$ 20.50 | \$ 20.91 | \$ 21.33 | \$ 21.76 |
| Lunch Co-ordinator | \$ 20.79 | \$ 21.21 | \$ 21.63 | \$ 22.06 |
| Night Security | \$ 20.88 | \$ 21.30 | \$ 21.73 | \$ 22.16 |
| Noon Hour | \$ 20.12 | \$ 20.52 | \$ 20.93 | \$ 21.35 |
| Office Manager | \$ 25.29 | \$ 25.79 | \$ 26.31 | \$ 26.84 |
| Payroll and Benefit Coordinator | \$ 27.33 | \$ 27.88 | \$ 28.44 | \$ 29.01 |
| School Secretary | \$ 23.54 | \$ 24.01 | \$ 24.49 | \$ 24.98 |
| Sign Language W. | \$ 23.54 | \$ 24.01 | \$ 24.49 | \$ 24.98 |
| Stenographer | \$ 24.24 | \$ 24.73 | \$ 25.22 | \$ 25.72 |
| Student | \$ 18.08 | \$ 18.44 | \$ 18.81 | \$ 19.19 |
| Technology Foreman I | \$ 30.34 | \$ 30.94 | \$ 31.56 | \$ 32.19 |
| Trades Certified Journeyman | \$ 28.83 | \$ 29.40 | \$ 29.99 | \$ 30.59 |
| Trades Foreman I | \$ 31.33 | \$ 31.95 | \$ 32.59 | \$ 33.24 |
| Trades I | \$ 22.30 | \$ 22.75 | \$ 23.21 | \$ 23.67 |

LETTER OF UNDERSTANDING #1

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

Re: Capital Works Construction

Regular maintenance staff assigned to work on Capital Works construction, shall receive seven (7%) percent above the rate contained in Schedule "A" of this Agreement.

SIGNED AT Cranbrook, British Columbia this _____ day of _____ 2020.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

National Representative

LETTER OF UNDERSTANDING #2

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

RE: Apprenticeship Program

IT IS AGREED by both parties that should an Apprenticeship Program be implemented that the Board will permit present employees to apply for the position(s) pursuant to Article 11, Section 10 of the Collective Agreement.

Apprenticeship Branch requirements will apply to such applications.

This Agreement made in Duplicate and Dated for Reference the 1st Day of October 1988.

SIGNED AT Cranbrook, British Columbia this _____ day of _____ 2020.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

National Representative

LETTER OF UNDERSTANDING #3

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

RE: Casual Employment

IT IS AGREED by both parties that regular employees interested in casual employment shall have the right to fill a casual position prior to calling outside the bargaining unit when:

1. they notify the Human Resources Department of their intent to be available for casual or relief work;
2. it does not put them in an overtime position;
3. they qualify for the position;
4. the casual/relief work does not affect their regular position;

During the months of July and August, temporary work will be assigned to the senior qualified applicant who has made written application to the Human Resources Department. Applications should include:

- position(s) for which you wish to be considered
- your qualifications for each position
- work and home phone number where you can be reached

The exception to #4 shall be, if within the individual school if replacement coverage is available or within the transportation department, only then can that person vacate their regular position and substitute for another position within that school or, in the case of a bus driver for a different bus run.

SIGNED AT Cranbrook, British Columbia this _____ day of _____, 2020.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

National Representative

LETTER OF UNDERSTANDING #4

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

RE: Transportation of Special Needs Students by Public Transportation

IT IS AGREED by both parties to allow for the use of public transportation in transporting special needs students.

Provisions of this agreement are:

1. students are participating in individual, not class, curriculum;
2. students will be accompanied by an education assistant;
3. public transportation is not used on a regularly scheduled basis except by mutual agreement.

The Board and the Union agree that either party may withdraw from this agreement by giving the other party thirty days (30) written notice.

SIGNED AT Cranbrook, British Columbia this _____ day of _____, 2020.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

National Representative

LETTER OF UNDERSTANDING #5

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

RE: Support Staff Attendance on Field Trips

The parties agree to the following:

1. For student support of field trips, the following will apply for selection of support staff (Education Assistant / Youth Care Workers / Aboriginal Support Workers):
 - First call will be the support staff person assigned to the student.
 - Second call will be determined by seniority amongst support staff within the school.
 - Third call will be determined by seniority amongst support staff within the Community.

2. Wages for those support staff participating in field trips:
 - Day trips: Employees will be compensated up to a maximum of fifteen (15) hours of work paid at straight time or the lesser of time worked.
 - Overnight trips: Employees will be compensated up to a maximum of sixteen (16) hours per day of work or lesser of time worked at straight time. Banking of hours is not permitted.

The employee will be given the opportunity to review the trip itinerary prior to the acceptance of the work.

Once accepted the employee will be available at all times for planned and unplanned occurrences for students on the trip.

This Letter of Understanding may be terminated by either party with thirty (30) days written notice to the other party.

Letter of Understanding No. 5 (continued)

SIGNED AT Cranbrook, British Columbia this _____ day of _____, 2020.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

National Representative

LETTER OF UNDERSTANDING #6

between

SCHOOL DISTRICT NO. 5 (SOUTHEAST KOOTENAY)

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4165

The Parties to this Letter of Understanding agree to include the following three items in this one Letter of Understanding. This Letter of Understanding maybe renewed by mutual agreement.

Section 1: Regarding EA Posting / Filling / Layoff Process

Section 2: Regarding Articles 9.1 and 9.2

Section 3: Regarding Article 10.1 – Sick Leave

SECTION 1

RE: EA Posting / Filling / Layoff Process

The Parties agree that Section 5.6.1 beginning with Paragraph 2 be suspended for the period of time that this Letter of Understanding is in operation. When this Letter of Understanding expires, the language in the body of the Collective Agreement pertaining to Article 5.6.1 will be in effect.

The Parties agree to the following:

1. To provide a five (5) hour minimum elementary and a six (6) hour minimum secondary for Education Assistants.
2. That Section 5.6.1 beginning with Paragraph 2 be suspended for the period of time that this Letter of Understanding is in operation.
3. That articles 11.10.e) and 11.10 k) of the collective agreement will be suspended annually between July 1st and October 31st of each year only for the Education Assistant and Specialized Education Assistant classifications (referred to as EA in the LOU) for the period of time that this Letter of Understanding is in operation.

4. The annual staffing process for EA positions is as follows:
 - a. This process is specifically for the filling of EA positions.
 - b. No later than June 1st all employees will be advised of the deadline to request a transfer.
 - i. Transfer request forms must be received by HR no later than 4:00 pm June 30th.
 - ii. Employees who are qualified to work as an EA will be eligible to submit a form for consideration.
 - iii. All submitted forms shall express the employees preferred school to work in by order of their choice. There is no limitation to the number of choices an employee may submit
 - c) No later than June 15th HR will meet with the CUPE President or designate and one other member of the Executive and share for staffing needs of EA. The information shared would include, but not be limited to, the present staffing component and the future staffing need at each school. At that time the Parties will discuss which schools have vacancies and which schools have overages.
 - d) After June 30th, HR will share the staffing plan with the CUPE President or designate and one other member of the Executive. Such plan will be implemented as follows, understanding that no bumping will be permitted in this transfer process:
 - i by seniority, if there is a vacancy that can accommodate the employee's choice they will be transferred to the vacancy.
 - ii this continues until all vacancies are filled, including those spaces that may become open as a result of a senior employee moving to a school of their choice.
 - iii if the employee does not wish to take advantage of the vacancy offered, the employee has the right to remain on the EA recall list.
 - e) No later than July 15th all affected employees will be informed of their new placement.

- f) Permanent employees without a permanent position will be put on an EA recall list by seniority.
- i. Employees on the EA recall list will still be considered as employed without a position.
 - ii. Prior to the start of the school year HR will contact these employees and inform them what school to attend for work on the first day of school.
- g) On or before September 30 the Board will share, with the CUPE President or designate and one other member of the Executive, any additional EA positions in the district. At that time the Board will:
- i. Review all transfer requests, by seniority including those of employees who hold positions and did not move or who had moved to a choice that was not their #1 choice and adjust the placements at that time.
 - ii. If any vacancies remain, those employees on the EA recall list will be offered the positions by seniority. If there are multiple sites, they will be informed of all available vacancies.
 - iii. This process will continue until all positions are filled or the EA recall list is exhausted.
 - iv. An employee who has not received a position by September 30 will receive a 30-day layoff notice. Such an employee will then decide within 5 days whether they:
 - Accept the layoff and go on the regular recall list
 - Exercise their right to bump an employee junior to them in a classification other than EA
 - Choose severance and end their employment

If an employee in another classification who is also a qualified EA is bumped due to iv above, they will have the option to be placed in a school where the most junior EA is in their community. The junior EA will then be offered the same options as iv above.

5. Any additional EA positions created after September 30 will be posted as temporary.
6. No EA shall be laid off in the middle of the school year. If there is a lack of work the EA would be transferred to another position (in own community).
7. When an EA bids on permanent vacant positions in any other classification throughout the school year, the successful applicant would move to the position upon completion of the posting process.
8. All employees hired into temporary positions under this clause are entitled to benefits as per Article 12 of the Collective Agreement.

SECTION 2

RE: Articles 9.1 and 9.2

The Parties agree that this language temporarily replaces Articles 9.1 and 9.2 in the Collective Agreement. When this Letter of Understanding expires, the language in the body of the Collective Agreement pertaining to Articles 9.1 and 9.2 will be in effect.

Section 9.1 - Vacation Entitlement - Twelve Month Employees

1. Employees who have not completed one (1) year of service will receive one (1) vacation day for each completed month of service, to a maximum of ten (10) vacation days, if terminating prior to one (1) year of service.
2. Three (3) weeks after one (1) year continuous service.
3. Four (4) weeks after five (5) years continuous service.
4. Five (5) weeks after ten (10) years continuous service.
5. Five and one half (5 ½) weeks after fifteen (15) years continuous service.
6. Six (6) weeks after twenty (20) years continuous service.

Section 9.2 - Vacation Entitlement - Ten Month Employees

a) Appointed Hours

The amount of vacation entitlement given a regular or regular part-time employee based on the appointed hours shall be as follows:

1. Employees who have not completed one (1) year of service will receive one (1) vacation day for each completed month of service, to a maximum of ten (10) vacation days, if terminating prior to one (1) year of service.
2. 10/12 of three (3) weeks after one (1) year continuous service - 13 days.
3. 10/12 of four (4) weeks after five (5) years continuous service - 17 days.
4. 10/12 of five (5) weeks after ten (10) years continuous service - 21 days.
5. 10/12 of five and one half (5 ½) weeks after fifteen (15) years continuous service - 23 days.
6. 10/12 of six (6) weeks after twenty (20) years continuous service - 25 days.
7. With the exception of first year employees, vacation entitlement will be front end loaded in September of each year.

b) Extra Hours

The amount of vacation pay entitlements given a regular or regular part-time employee based on their extra hours worked above their appointed hours stipulated in Section 2 above shall be as follows:

1. Employees who have not completed one (1) year of service will receive 4% if terminated prior to one (1) year of service.
2. After one (1) year continuous service - 6%
3. After five (5) years continuous service - 8%
4. After ten (10) years continuous service - 10%
5. After fifteen (15) years continuous service - 11%
6. After twenty (20) years continuous service - 12%

SECTION 3

RE: Section 10.1 b) - Sick Leave

The Parties agree that this language temporarily replaces Article 10.1 b) in the Collective Agreement. When this Letter of Understanding expires the language in the body of the Collective Agreement pertaining to Article 10.1 b) will be in effect.

10.1 b) Sick Leave - Employees Eligible for the Short and Long-Term Disability Plans

The provisions of this subsection apply only to those employees eligible for the short term/long term plan.

- i. Employees in the employ of the Board as of December 31, 1985 will have their existing sick leave accumulation as of that date frozen at the wage rate as at December 31, 1985. This will be calculated at the rate earned as per the employee's letter(s) of appointment.

- ii. On September 1st of each year, eligible ten-month (10) employees will be credited with seven (7) sick leave days. Eligible employees will be entitled to bank up to three (3) unused sick leave days. At no time shall there be more than four (4) days in the employee's sick leave bank. At no time shall there be more than eleven (11) days of sick leave available for the employee's use in any one (September 1st to August 31st) year.
- iii. On September 1st of each year, eligible twelve-month (12) employees will be credited with eight (8) sick leave days. Eligible employees will be entitled to bank up to three (3) unused sick leave days to be carried over for the next fiscal year's use. At no time shall there be more than four (4) days in the employee's sick leave bank. At no time shall there be more than twelve (12) days of sick leave available for the employee's use in any one (September 1st to August 31st) year.
- iv. Employees becoming eligible after September and before August 31st of any year will be credited with a pro-rata amount of sick leave depending on whether they are a ten-month or twelve-month employee for each month remaining in the year. If there are any unused sick leave days still available as of the end of the year they will be applied as per Section 10.1 b) ii) and iii).
- v. Employees will use their sick days on the first, second and third day of illness. Employees will be covered by the short-term disability plan on the fourth (4th) day of an illness, on the first day of an accident, and hospitalization or surgery when an employee is unable to return to work immediately thereafter.
- vi. Employees may utilize their frozen sick leave accumulation to cover sick leave days in excess of their annual allocation under subsection ii) and iii) above.
- vii. The short-term plan will provide employees with seventy per cent (70%) of their gross weekly earnings.
- viii. Employees may "top-up" the seventy percent (70%) payments under the short-term disability plan by utilizing their frozen sick leave accumulation.
- ix. The short-term plan will cover employees for a maximum of seventeen (17) weeks.
- x. The Board will pay one hundred percent (100%) of the premiums for the short-term disability plan for eligible employees. The rebate received under the EI premium reduction plan will be refunded to the Union.
- xi. If the employee is unable to return to work after the seventeen (17) week period outlined in (Section B viii), they will be eligible to apply for the long-term disability benefits. The long-term disability benefits will continue as long as the employee is disabled or until age sixty-five (65), whichever comes first.
- xii. The long-term plan will provide employees with seventy percent (70%) of their gross earnings to a monthly maximum of \$10,000.
- xiii. The Board will pay 100% of the premiums for the long-term disability plan for eligible employees.

- xiv. Upon retirement or upon retirement with a permanent disability entitling the employee to Municipal Pension Plan, employees shall receive fifty percent (50%) of the balance of their frozen accumulated sick leave.
- xv. Upon the death of any employee twenty percent (20%) of the balance of the frozen accumulated sick leave will be paid to the employee's estate.
- xvi. Employees will be permitted to utilize their frozen sick leave accumulation for early retirement in accordance with the provisions of the Municipal Pension Act.
- xvii. Employees will be advised in writing on February 28th of each year of the balance of their frozen sick leave accumulation as of December 31st.
- xviii. The conditions of the contract between the insurance carrier and the employer will be mutually agreed to by the union and the employer.
- xix. For coverage of benefits during illness refer to Article 12.2.
- xx. Should the payment from the insurance company not arrive on time, the employer will make the payment and the employee will turn the insurance cheque over to the employer.

The Parties agree that this Letter of Understanding will expire on June 30, 2022, unless renewed by mutual agreement.

SIGNED AT Cranbrook, British Columbia this _____ day of _____, 2020.

ON BEHALF OF THE BOARD OF
EDUCATION OF SCHOOL DISTRICT NO. 5

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 4165

Chairperson of the Board

President

Secretary-Treasurer

National Representative

APPENDIX "A"



Unionized Support Staff Provincial Standardized Extended Health Plan Improvements

| Extended Health | Current Provincial Standardized Extended Health Plan | Year 1 Improvements: Effective date varies depending on ratification date* | Effective July 1, 2020 |
|--|--|--|--|
| Reimbursement | 80% until \$1,000 paid per family per calendar year, then 100% | 80% until \$1,000 paid per family per calendar year, then 100% | 80% until \$1,000 paid per family per calendar year, then 100% |
| Annual Deduction | \$100 (Single/Family) | \$100 (Single/Family) | \$100 (Single/Family) |
| Lifetime Maximum | Unlimited | Unlimited | Unlimited |
| Termination Age | Retirement (no age limit) | Retirement (no age limit) | Retirement (no age limit) |
| Prescription Drugs | | | |
| Drug Formulary | Blue Rx | Blue Rx | Blue Rx |
| Pay-Direct Drug Card | Yes | Yes | Yes |
| Per Prescription Deductible | \$0 | \$0 | \$0 |
| Sexual Dysfunction | Not covered | Not covered | Not covered |
| Oral Contraceptives | Covered | Covered | Covered |
| Fertility | \$7,500 per lifetime | \$7,500 per lifetime | \$7,500 per lifetime |
| Smoking Cessation | Not Covered | Not Covered | Not Covered |
| Medical Services and Supplies | | | |
| Medi-Assist | Included | Included | Included |
| Out-of-province Emergency Medical | Covered (100% reimbursement) | Covered (100% reimbursement) | Covered (100% reimbursement) |
| Ambulance | Covered | Covered | Covered |
| Hospital | Private or Semi-private | Private or Semi-private | Private or Semi-private |
| In-Home Nursing Care | Covered | Covered | Covered |
| Hearing Aids | \$1,000 per 5 years for Adults and per 2 for Children | \$1,000 per 5 years for Adults and per 2 for Children | \$1,000 per 5 years for Adults and per 2 for Children |
| Miscellaneous Services and Supplies (subject to reasonable and customary limits as defined by the Insurer) | Covered | Covered | Covered |
| Orthopedic Shoes | \$400 per year for Adults, \$200 per year for Children | \$400 per year for Adults, \$200 per year for Children | \$400 per year for Adults, \$200 per year for Children |
| Orthotics | \$400 per 2 years for (Adults and Children) | \$400 per 2 years for (Adults and Children) | \$400 per 2 years for (Adults and Children) |
| Vision and Paramedical | | | |
| Vision Care | | | |
| Maximum | \$400 per 24 months | \$400 per 24 months | \$550 per 24 months |
| Eye Exams | \$75 per 24 months | \$75 per 24 months | \$75 per 24 months |
| Prescription Sunglasses | Included in Vision Maximum | Included in Vision Maximum | Included in Vision Maximum |
| Paramedical Services | | | |
| Naturopath | \$400 per year | \$400 per year | \$500 per year |
| Chiropractor | \$400 per year | \$400 per year | \$600 per year |
| Massage Therapist | \$750 per year | \$1,200 per year | \$1,200 per year |
| Physiotherapist | \$750 per year | \$750 per year | \$900 per year |
| Psychologist | \$400 per year | \$600 per year | \$850 per year |
| Speech Therapist | \$400 per year | \$400 per year | \$500 per year |
| Acupuncturist | \$400 per year | \$400 per year | \$500 per year |
| Podiatrist/Chiropracist | \$400 per year | \$400 per year | \$500 per year |
| Notes | <p>*Effective date will be 1st of the month following a one-month notice period from the ratification date of Collective Agreement. No retroactive changes will be made; effective date may be adjusted if ratification date is not communicated in a timely manner by the local Union.</p> <ul style="list-style-type: none"> - Eligibility of individuals and premium sharing arrangements are unaffected. - Benefits are subject to reasonable and customary limits as defined by the insurer. - Blue RX is a dynamic drug program provided by PBC that is continuously refined with features that include, but are not limited to: managed care formulary, special authorization enforcement, low cost alternative price controls, and reasonable and customary mark-up and dispensing fee limits, for example. <p>¹ Smoking Cessation covered under MSP CD *COPE 491</p> | | |

APPENDIX "B"

Provincial Framework Agreement 2019

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:

| Year | Amount |
|------------------|---------------|
| 2019/2020 | \$0 |
| 2020/2021 | \$7,000,000 |
| 2021/2022 | \$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:

| Year | Amount |
|------------------|---------------|
| 2019/2020 | \$1,000,000 |
| 2020/2021 | \$3,000,000 |
| 2021/2022 | \$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 30th, 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 12th 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)
Paul Simpson (Local 379 – Metro)
Marcey Campbell (Local 728 – Metro)
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)
Jane Massy (Local 947 – South Island)
Michelle Bennett (Local 748 – Kootenays)
Brent Boyd (Local 407 – Metro)

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 Westminster
Jason Reid, SD63 Saanich
Marcy VanKoughnett, SD20 Kootenay-Columbia
Alan Chell, BCPSEA Board of Directors
Ken Dawson, PSEC
Eisha Tran (Minute Taker)

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)

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