

COLLECTIVE AGREEMENT

between

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 50
(HAIDA GWAI)**



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2020**

CUPE

July 1, 2019 – June 30, 2022

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AGREEMENT BETWEEN:
THE BOARD OF EDUCATION
(hereinafter called the "Employer")
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2020
(hereinafter called the "Union")

ARTICLE 1 **PREAMBLE**

1.01 **The Purpose of this Agreement is to:**

- (1) Secure for the Employer and the employee the full benefits of orderly and legal collective bargaining;
- (2) Ensure to the utmost possible extent the physical welfare and safety of employees, economy of operations, quality of work performed and the protection of public properties;
- (3) Recognize by this Agreement each other's duty to ensure full co-operation, individually and collectively, for the betterment and the advancement of the recited conditions.

1.02 **The Parties to the Agreement Undertake the Following:**

- (1) The Employer and the Union agree to abide by the terms as set out in this Agreement;
- (2) The Union further agrees that it will at all times instruct its membership to act in accordance with the terms and conditions set forth in this document;
- (3) The Employer agrees, in exercising the management function, that the terms and provisions of the Agreement will be carried out;
- (4) The Employer shall consult with the Union when drafting changes to or writing new job descriptions but has the right to determine job content. When the Union believes a job description needs to be reviewed and changed the Union shall put a request in writing to the Employer, stating the reasons for the requested change.

ARTICLE 2 HARASSMENT/SEXUAL HARASSMENT

2.01 General

- (a) The Employer recognizes the right of all employees to work, to conduct business, or otherwise to associate free from harassment or sexual harassment.
- (b) The Employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- (c) No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- (d) All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- (e) The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

2.02 Definitions

- (a) For the purpose of this Article harassment shall be defined as including:
 - (i) sexual harassment; or
 - (ii) any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
 - (iii) objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
 - (iv) the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
 - (v) such misuses of power or authority as intimidation, threats, coercion and blackmail.

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

2.03

Resolution Procedure

(a) STEP ONE

The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.

Before proceeding to Step 2, the complainant may approach their administrative officer, Union representative or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(b) STEP TWO

(i) If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the Secretary-Treasurer or designate.

(ii) The Employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.

(iii) In the event the Secretary-Treasurer is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be referred to a third party who shall have been named by prior agreement of the Employer and the Local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

(c) STEP THREE

- (i) The Employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- (ii) The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the Parties, such agreement not to be unreasonably withheld.

2.04

Remedies

- (a) Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - (i) reinstatement of sick leave used as a result of the harassment;
 - (ii) any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - (iii) redress of any career advancement or success denied due to the negative effects of the harassment;
 - (iv) recovery of other losses and/or remedies which are directly related to the harassment.
- (b) Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- (c) The Local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- (d) If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- (e) If the Employer fails to follow the provisions of the Collective Agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article 9.06 (Grievance Procedure). In the event the alleged harasser is the Secretary-Treasurer, the Parties agree to refer the complaint directly to expedited arbitration.

2.05

Training

- (a) The Employer, in consultation with the Union, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

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

- (b) Within twelve (12) months of the conclusion of the Collective Agreement, the Employer shall have a training program in place. The program shall include but not be limited to:
- (i) the definitions of harassment and sexual harassment as outlined in this Agreement;
 - (ii) understanding situations that are not harassment or sexual harassment, including the exercise of an Employer's managerial and/or supervisory rights and responsibilities;
 - (iii) developing an awareness of behaviour that is illegal and/or inappropriate;
 - (iv) outlining strategies to prevent harassment and sexual harassment;
 - (v) a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
 - (vi) understanding malicious complaints and the consequences of such;
 - (vii) outlining any Board policy for dealing with harassment and sexual harassment;
 - (viii) outlining laws dealing with harassment and sexual harassment which apply to employees in BC.

2.06

Article Non-Sexist Environment

A non-sexist environment is defined as that in which there is no discrimination against females or males by portraying them in gender stereotyped roles or by omitting their contributions.

The Employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the Employer and the Local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.

The Employer and the Local shall promote a non-sexist environment through the development, integration, and implementation of non-sexist educational programs, activities, and learning resources for both staff and students.

2.07 Article Staff Orientation

All employees new to the staff of the Board shall receive, within the first thirty (30) days of commencing duties, an orientation to be developed by the Board and the Union.

The orientation to be developed by the Parties, shall be designed to acquaint employees with the basic operation of the School District and the school as well as the employees' rights and responsibilities as set out in the Collective Agreement.

ARTICLE 3 DEFINITIONS

3.01 Regular Full Time Employee

An employee who has been assigned to an established position with full time hours and who has successfully completed the probationary period. This includes, twelve (12) month and school-term employees.

3.02 Regular Part-time Employee

An employee who has been assigned to a posted position and works a specific number of hours less than full time, on a regular basis and who has successfully completed the probationary period.

3.03 Temporary Employee

An employee who is hired for a limited time period only. Such an employee will be advised at the time of hiring that the appointment is temporary and, where possible, the approximate duration of the appointment. With the exception of replacements for maternity leaves, a temporary employee shall not continue in a position longer than one (1) school year without the written agreement of the Union.

Upon the completion of three (3) months of employment, all temporary employees will be entitled to:

- (1) Sick leave of one and one half (1 ½) days per month on a pro-rated basis, based on the number of hours worked per week
- (2) Article 17 – Holidays
- (3) Article 18.05 – Vacations
- (4) Article 19.07 – Family Illness
- (5) Article 20 – Leave of Absence (only the following Articles: 20.01, 20.03, 20.05, 20.06, 20.07, 20.08, 20.09, 20.11, and 20.12)
- (6) Article 22 – Payment of Wages and Allowances

In addition, for all temporary positions that exceed sixty-five (65) days, Article 21 – Employee Benefits [not including Article 21.06 – Benefits During Layoff, 21.08 – Premium Sharing, 21.09 – Long Term Disability Plan, and 21.10 (h)] will apply with benefits commencing on the first of the month.

It is understood that the above referenced Articles are for the purposes of benefits and leaves of absence only.

Upon completion of a Temporary Appointment, a temporary employee who has worked more than sixty-five (65) days will qualify for benefits effective the first date of the subsequent appointment provided that the appointment occurs within the same school year or no more than four (4) months following the termination date of the previous appointment.

3.04 School Term Employee

An employee, full or part-time, who has successfully completed the probationary period and who is employed for the school term. A Principal or Supervisor may extend the length of the school term to be greater than the number of days school is in session.

The Strong Start Facilitator and the Early Learning Program Coordinator are ten (10) month positions.

3.05 Casual Employee

A casual employee is one that is hired on a day to day basis for up to sixty-five (65) working days duration. Casual employees working within the same position for more than thirty (30) consecutive days shall have such time credited toward the incumbent's probationary period if and when that employee is awarded a regular or temporary position. A casual employee will normally be hired to fill a vacancy caused by sickness, leave of absence, or vacation. A casual employee shall pay Union dues to the Union.

3.06 Probation

Except as otherwise noted, probation is a period of three (3) months worked from commencement of employment. This period is subject to termination of employment with just cause on one (1) day of notice from the Employer or the employee. Upon completion of the probationary period, the employee shall be regarded as a regular employee and shall be entitled to seniority and sick leave dating from the day they entered the employ of the Board.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Management Rights

The management and operation, together with the direction and promotion, of the working force is vested exclusively in the Employer, in accordance with its commitments and responsibilities.

4.02 Employer's Right to Hire

The Employer will always have the right to hire, assign, and determine job content, or dismiss, demote, or discipline employees for cause; such right not to be inconsistent with the provisions of the Agreement nor used for the purpose of discrimination against employees.

4.03 Other Functions

The foregoing will be deemed to include other functions of management not specifically covered in the Agreement, subject to the Union's right to institute grievance procedure.

4.04 No Discrimination

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family status, place of residence, handicap, nor by reason of their membership or activity in the Union.

ARTICLE 5 RECOGNITION AND NEGOTIATION

5.01 Collective Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 2020, as collective bargaining agent for employees certified by the British Columbia Labour Relations Board and covered by this Agreement. No employees shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of the Agreement.

5.02 Collective Agreement is Applicable

The Collective Agreement is applicable to all employees except as otherwise stipulated and attached as Schedule C.

5.03 Exceptions for Bargaining Unit Work

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included within the bargaining unit, except for purposes of instruction, experimentation or in emergencies, or as otherwise mutually agreed upon.

ARTICLE 6 **UNION MEMBERSHIP**

6.01 **Union Membership**

The Employer agrees that all employees covered by the terms of this Agreement shall, as a condition of employment, become and remain members of the Union.

6.02 **Union Dues**

All bargaining unit employees will pay Union dues.

ARTICLE 7 **CHECK-OFF OF UNION DUES**

7.01 **Deductions from Employees**

The Employer will deduct from every employee any dues, initiation fees and assessments upon receipt of written authorization from the employee and forward same to the Union. Union dues deducted at source will appear on the annual T4 statements.

7.02 **Deductions Forwarded to the Union**

Deductions will be forwarded to the Secretary Treasurer of the Union no later than the 15th day of the month, accompanied by a list of names of employees from whose wages the deductions have been made and the amount of dues deducted.

ARTICLE 8 **UNION MANAGEMENT RELATIONS**

8.01 **Correspondence**

All correspondence between the Parties, arising out of this Agreement or incidental thereto, will pass to and from the Chief Executive Officer of the Employer and the President and Recording Secretary of the Union.

8.02 **Union Bargaining Committee Members**

The Union Bargaining Committee will be elected or appointed and will not consist of more than five (5) members of the Union. The Union will inform the Employer when any member changes take place on the said Committee. No member of the Committee will be recognized by the Employer unless this procedure has been carried out.

8.03 **Bargaining Committee Purpose**

The Bargaining Committee will be the sole agent of the Union in all matters pertaining to the negotiation of the employee benefits, rates of pay, hours of work, collective bargaining and other working conditions.

8.04 Union Bargaining Committee and Negotiation Meetings

Any representative of the Union Bargaining Committee will have the right to attend negotiation meetings within working hours without loss of remuneration.

8.05 CUPE National Representatives

The Union will have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer, or after Step 2 of the Grievance Procedure has been completed.

8.06 Labour Management Committee

A Labour Management Committee will be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. Both Parties will enjoy the support and assistance of their respective organizations.

8.07 Purpose of the Labour Management Committee

The purpose of the Labour Management Committee is to provide a vehicle to bring labour and management together to discuss matters of mutual concern. Discussions will be a constructive attempt to ensure better relations and to further understanding of each Party's functions.

8.08 Labour Management Committee Meetings

The Labour Management Committee will meet at the request of either Party. The meeting shall be held within five (5) working days of receiving the request and will be held at a mutually agreeable time. Any Union representatives required to leave work shall do so with pay. The Chairperson of the meeting will alternate between Union and Employer.

8.09 Union Executive Members and Shop Stewards Listing

The Union will provide the Employer with a list of executive members and Shop Stewards whenever representatives for these positions are changed. The Union shall also include the location of each Shop Steward.

8.10 Union President Release Time

The Employer agrees to release the President of the Union from regular duties for up to twelve (12) working hours per month to conduct Union business for the local as follows:

- (a) The Employer shall continue to pay the President their wages and benefits; and
- (b) The Union shall reimburse the Employer for said wages and benefits upon receipt of invoice.

ARTICLE 9 GRIEVANCE PROCEDURE

Preamble: There is nothing in this Article which shall be interpreted as preventing any employee from discussing their own personal problem with their immediate Supervisor.

9.01 Grievance Definition

A grievance is any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any questions governing the discipline or dismissal of an employee bound by this Agreement or a case where the Employer has been alleged to have acted unjustly.

9.02 Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members drawn from a total of eight (8) members whose duties shall be to process any grievance in accordance with the Grievance Procedure. The Union shall notify the Employer in writing of the name of each member of the Grievance Committee.

9.03 Recognition of Union Stewards

The Employer shall recognize Union Stewards, appointed or otherwise selected by the Union, whose duties shall be to investigate and attempt to settle disputes before reaching the Grievance Committee.

9.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be unreasonably denied. Employee time spent working on Shop Steward business will be recorded on their timesheet.

9.05 Settling Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the manner as set out and agreed to.

9.06 Grievance Procedure

The Employer and the Union agree that when a grievance arises it will be dealt with in the following manner:

Step 1

As soon as an employee becomes aware of a grievance, the employee(s) and/or the Union Steward shall take up the matter with the employee(s)' immediate Supervisor; in any case not later than twenty (20) working days after notification or the employee becomes aware of the action or circumstances giving rise to the grievance.

Step 2

Failing satisfactory settlement within seven (7) working days after the dispute was submitted under Step 1, the Union Grievance Committee shall consider the matter and within ten (10) working days forward the dispute in writing to the appropriate District Manager as outlined in Schedule C, who will have a further ten (10) working days to reply.

Step 3

Failing satisfactory settlement under Step 2 and within ten (10) working days, the Union Grievance Committee may submit the grievance, in writing, through the Chief Executive Officer, to a Committee of the Board and both Committees shall meet with a view to settling the grievance.

Step 4

Failing a satisfactory settlement within fourteen (14) working days of submitting the grievance under Step 3, the Union may refer the grievance to arbitration as provided in Article 10 of this Agreement.

9.07 When to Bypass Step 1

Where a dispute involves a question of general application or interpretation, or where a group of employees and/or the Union has a grievance, it will be in order to bypass Step 1.

9.08 Time Limits

The time limits of the grievance procedure at any given step may be extended by mutual written agreement of both Parties.

ARTICLE 10 ARBITRATION

10.01 Each Party will pay (½) of the cost of the Arbitrator.

10.02 Sole Arbitrator

The Arbitrator shall deliver their award in writing to each of the Parties within ten (10) days after all evidence has been submitted.

10.03 Arbitration Board

By mutual agreement of the Parties, an Arbitration Board may be substituted for the Sole Arbitrator outlined in the Article and each Party will pay one-half of the fees and expenses for the Arbitrator and their own nominee.

10.04 Expedited Arbitration

Referral to expedited arbitration will be by mutual agreement of the Parties.

ARTICLE 11 DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Notification

In the case of discharge, suspension or discipline, the employee and Union President will be notified in writing of the action and/or penalty.

11.02 Written Particulars of Such Censure

Whenever Administration deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any repetition of the act complained of, or omission referred to, if such employee fails to bring their work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the employee and President of the Union.

11.03 Crossing Legal Picket Lines

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

ARTICLE 12 SENIORITY

12.01 Definition

Seniority is defined as the length of service of a regular employee with the Employer. Seniority shall operate on a bargaining wide basis. The seniority date shall be the starting date for the present continuous service adjusted for any leaves granted under Article 20.10 (Extended Leave) or Article 20.02 (b) (Extended Maternity Leave) after 1995-01-01. The adjustment shall be one work day later than the start date for each work day of such leave. Seniority shall be determined by the seniority date; the earlier the seniority date the greater the seniority.

12.02 Employee Shall not Lose Accumulated Seniority

An employee shall not lose accumulated seniority if they are absent from work because of sickness, accident or leave of absence approved by the Employer.

12.03

Secondary Seniority

- (a) Casual and temporary employees shall earn one (1) day of secondary seniority for each shift or portion of shift worked.
- (b) Secondary seniority shall be recognized once an employee has worked forty-five (45) shifts within any twelve (12) month period.
- (c) Secondary seniority shall be for the purpose of applying for a regular or temporary position (via posting) and for the purpose of assignment of work.
- (d) For the purpose of filling temporary or regular positions, an employee who has secondary seniority and who applies for such a position shall be considered for a temporary or a regular position after regular employees and prior to outside applicants.
- (e) Employees who have recognized secondary seniority shall be offered short-term work for which they are qualified on a rotational basis. In the event an employee with secondary seniority is working in a temporary assignment, the employee shall complete the temporary assignment before being eligible for appointment to a subsequent temporary assignment except by mutual agreement between the Parties. All employees may apply for a permanent position at any time.
- (f) Once a temporary or casual employee has attained a regular position and passed the applicable probationary period the employee's total seniority shall be applied retroactively.

Once an individual on the secondary seniority list attains a regular position their seniority date will be calculated on the basis of the number of shifts worked on the secondary list counted back from the date the regular position commences.

(g) Loss of Secondary Seniority

An employee shall only lose secondary seniority in the event:

- 1) the employee refuses five (5) call-ins or call-outs in a twelve (12) month period. It is understood that an employee shall not lose secondary seniority in the event they are unavailable for call-in or call-out and have notified the Employer in advance, except in cases of emergency.
- 2) the employee is discharged for just cause and is not reinstated.
- 3) the employee self-terminates their employment with the Employer.
- 4) the employee has not worked for the Employer for a period longer than twelve (12) months.

12.04 Seniority List

An up-to-date Regular Seniority list shall be forwarded to the Union by November 15th and April 15th of each year. It will provide the following information: name of employee, location, original start date, position(s) held, number of hours worked, and adjustments to seniority as per article 12.01.

An up to date Secondary Seniority List shall be forwarded to the Union by November 1st and April 1st each year. It will provide the following information, name of employee, location, Secondary Seniority date and position(s).

ARTICLE 13 PROMOTIONS AND STAFF CHANGES

13.01 Vacancy Occurrence or New Position Created

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for five (5) working days and a copy shall be sent to the Secretary and President of the Union. Advertising for vacancies may be conducted concurrently within the bargaining unit and outside the bargaining unit and should no applicant within the bargaining unit meet the required qualifications, the Employer may consider any applications outside the bargaining unit.

13.02 Posting Contents

The posting will contain the nature of the position, qualifications required, skills, hours of work, shift and wages. A copy of the posting shall be sent to the Union as per Article 13.01.

13.03 Notification to the Union

The Union will be immediately notified in writing of all hirings and terminations within the bargaining unit except in the case of casual employees, of whom the Employer will notify the Union on a monthly basis.

13.04 Seniority and Hiring

Both Parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant having the greatest seniority, and having the required qualifications, skills and ability.

13.05 Trial Period of a Transferred or Promoted Employee

An employee transferred or promoted to a new position shall serve a trial period of thirty (30) days worked, during which time the Employer may deem the employee unsuitable or the employee may feel unsuitable for the new position. The employee shall then be returned to their previous position and any other employees affected by the rearrangement shall be returned to their previous positions.

13.06 July and August Postings

All posting of vacancies during July and August will also be advertised in the Haida Gwaii Observer and on the School District #50 website. There shall be no posting of permanent school term employees' positions in July. Employees out of town during July and/or August may contact the Board Office, by telephone, for information on any posting.

13.07 Temporary Positions

A temporary position of sixty-five (65) working days or less does not require a posting. A temporary position of more than sixty-five (65) working days shall be posted and filled as per this Agreement. At the end of the temporary position, the regular employee shall return to the position held prior to their absence. An employee filling a temporary position shall not be permanently appointed to the position until the job has been posted and the successful applicant selected in accordance with this Agreement.

The Parties recognize that temporary positions are required for the following reasons:

1. A long-term appointment hired to replace a regular employee who is on sick leave or other long-term leave.
2. An appointment for a limited period of time (which may be up to a year) based on grants that are provided by the Ministry of Education or other funding sources and/or that are given out on a year by year basis.
3. Positions posted by the Haida Education committee based on use of targeted funds.

All the temporary positions listed above will be based on mutual agreement of the Parties.

13.08 Increase in Hours

Any existing position that has its hours increased by two (2) hours or more shall be posted as according to Article 13.01. Any existing position that has its hours increased by less than two (2) hours in thirty (30) minute increments need not be posted as a vacancy.

The additional hour(s) will be offered to the eligible qualified member at the site as per seniority. Should the member decline this increase in hours, it will be offered to the next qualified member based on seniority; and so on down the seniority list until the offered hour(s) are accepted.

13.09 Unqualified Employees

It is recognized that occasionally the Board may be unable to fill a position with a candidate possessing the minimum qualifications.

If no qualified applicants are identified after internal posting and external advertising, the Board may fill the position with a candidate who may lack some of the minimum qualifications. Such a candidate shall be compensated at a rate of one hundred percent (100%) of the posted category. The following conditions will apply and will be communicated to the candidate:

- (a) The assignment will be temporary and will not exceed one twelve (12) month period for twelve (12) month assignments and one ten (10) month period for school term assignments.
- (b) The candidate will complete the minimum qualifications for the position and the Board will assist through the normal career development practices.
- (c) Should the incumbent obtain the minimum qualifications during the term of the assignment, the position will be awarded to them as per the terms of the original job posting.
- (d) Should the incumbent fail to obtain the minimum qualifications and provided that the need for the position still exists, the position will be reposted at the conclusion of the temporary assignment. Should there be no qualified internal applicant, and the unqualified incumbent is working toward obtaining the qualifications they shall be continued in the position.
- (e) The District Administration Office will advise the Union of its intentions to appoint an unqualified candidate.

ARTICLE 14 LAYOFF AND RECALL

14.01 Layoff Defined

A layoff is defined as an action by the Employer which results in the reduction of the workforce or a reduction in an employee's hours of work. An employee who works less than twenty (20) hours per week and receives a reduction in hours shall not have rights under Articles 14.08 and 14.09.

14.02 Bumping

- (a) In the event of a layoff, employees shall be laid off in the reverse order of their seniority in the affected location, providing the employee to be retained possesses the necessary qualifications to perform the available work. An employee to be laid off may bump any employee, within the bargaining unit, with less seniority, providing the bumping employee has the qualifications to do the work.

- (b) The employee about to be bumped shall have ten (10) working days to notify the Employer of their decision.
- (c) In the event of a layoff and bumping process the Board reserves the right to deny an employee to bump into the Strong Start Facilitator or the Early Learning Coordinator position if this would create a negative impact on the program.

An employee that is bumped out of their position is not entitled to the provisions of Article 14.07 Layoff Notice.

14.03 Recall

Employees shall be recalled in the order of their seniority for up to fifteen (15) months, providing the employee to be recalled possesses the necessary qualifications to perform the available work.

14.04 Laid Off Employees and Casual work

An employee on layoff shall be given first option for casual work for which the employee is qualified. The employee's name shall be placed on the casual list unless the employee advises the Employer that they do not wish their name to be placed on the list.

14.05 No New Employees

No new employees shall be hired until those laid off within the past fifteen (15) months have been given the opportunity of recall, subject to their possessing the necessary qualifications.

14.06 Loss of Accumulated Seniority

Loss of accumulated seniority will occur after the fifteen (15) month period.

14.07 Notice of Layoff

The Employer will notify employees and the Union, in writing, of layoffs in accordance with the following periods of notice, effective the day on which the employee to be laid off receives the written notice:

Less than one (1) year of service, two (2) weeks' notice;

More than one (1) year of service, and up to three (3) years' service, four (4) weeks' notice, and for each subsequent year of service, an additional week's notice, up to a maximum of eight (8) weeks' notice.

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

The employee about to be laid off shall have ten (10) working days to notify the Employer of their decision.

School Term employees are not required to be given notice of layoff for the Christmas and Spring break, or summer closure.

14.08 Severance Options

An employee affected by a permanent layoff shall have the following options:

To accept recall rights in accordance with this Agreement, or

To elect to receive severance pay within fifteen (15) months of the stated day of layoff and be considered as self-terminated, with no rights under this Agreement as of the day of acceptance of severance pay.

An employee who has accepted recall rights and has not been called back within the fifteen (15) months shall receive severance pay.

14.09 Severance Pay

An employee electing to receive severance pay shall receive:

- (a) with less than six (6) months service – two percent (2%) of annual earnings
- (b) with between six (6) months and one (1) year service – four percent (4%) of annual earnings
- (c) with greater than one (1) year service – five percent (5%) of annual earnings pro-rated for each year's service.

In this clause "annual earnings" means the employee's regular hourly rate at the time of termination times the employee's regularly scheduled annual hours at the time of termination.

An employee may receive the greater of the benefits of Article 19.05 or the above severance pay, but not both.

ARTICLE 15 HOURS OF WORK

15.01 Clerical

The normal work day for staff in this group will consist of seven (7) hours per day, scheduled between the hours of zero eight hundred (0800) and seventeen hundred (1700); the normal work week to be five (5) days, Monday to Friday.

15.02 Maintenance

The normal work day for staff in this group will consist of eight (8) hours per day five (5) days per week or by mutual agreement ten (10) hours per day four (4) days per week, scheduled between the hours of zero seven hundred (0700) and eighteen hundred (1800); the normal work week will be between Monday and Friday.

15.03 Custodial

The normal work day for staff in this group will consist of eight (8) hours per day, scheduled between fifteen hundred (1500) and twenty-four hundred (2400) hours; the normal work week will be five (5) days, Monday to Friday.

15.04 Education Assistants

The normal work day for staff in this group will fall within the hours of zero eight hundred (0800) and seventeen hundred (1700); the normal work week to be five (5) days, Monday to Friday.

15.05 Strong Start Facilitators and Early Learning Coordinators

The normal work day for staff in this group will consist of seven (7) hours per day, scheduled between the hours of zero eight hundred (0800) and seventeen hundred (1700); The normal work week to be five (5) days, Monday to Friday.

However, the Strong Start Facilitator and the Early Learning Coordinator positions may be required to work outside their normal hours for educational purposes. Any work outside the normal hours shall be by mutual agreement between the Parties to the Collective Agreement.

15.06 Alternative Hours

The hours of work listed in this Article do not preclude the Employer from having the opportunities to create and advertise new positions outside the normal hours and normal work week upon written agreement with the Union.

15.07 Meal Breaks

Regular scheduled meal breaks shall be one (1) hour for shifts greater than four (4) hours except in instances where mutual agreement can be reached between the employee and the employee's Supervisor or alternate arrangements which shall not be less than one-half (½) hour.

15.08 Shiftwork

Where it is necessary or expedient for either safety or efficiency, the Employer may schedule work at other than normal hours, subject to:

- (a) advice to the employee at least three (3) days prior to the proposed shift change providing details and particulars regarding necessity;
- (b) any employee affected shall not receive a reduction of either hours of work or days of work.

15.09 Paid Rest Period

Employees shall be permitted a fifteen (15) minute rest both in the first half and in the second half of a full shift, to be taken on the work site. A shift of less than seven (7) hours qualifies for one (1) rest.

For the positions of the Strong Start Facilitator and Early Learning Program Coordinator the paid rest period shall be taken during times that will not interfere with the operation of the Strong Start Centre.

15.10 Split Shifts

Established split shift hours of work shall be limited to twelve (12) hours following commencement of the employee's shift. New split shifts will not be established without prior approval of the Union and the Employer.

15.11 Four Hour Minimum

- (a) An employee starting work in any day and being sent home before completing four (4) hours work, shall be paid for four (4) hours at their regular rate of pay. In the event an employee reports for work but is sent home before commencing work, they shall be paid for two (2) hours at their regular rate, unless they were advised not to report to work.
- (b) Clause (a) shall not apply to:
 - (i) The classifications of Transportation Dispatcher, Bus Driver and Food Coordinators.
 - (ii) Relief employees replacing the regular employee where the work that is being replaced is less than four (4) hours or the relief employee is only qualified for a part of the shift's work.
 - (iii) Other positions by mutual agreement.
- (c) Employees not exempted under this Article, shall not suffer a reduction in hours in order to bring another employee's hours up to the four (4) hour minimum.
- (d) Having regard to the unique nature of the positions of the Strong Start Facilitator and Early Learning Program Coordinator, the needs of the program and the requirement flexibility in scheduling of work outside of the hours of operation of the Strong Start Centre, the four (4) hour minimum shift shall be interpreted as an average four (4) hours work daily over the course of a four (4) week period.

15.12 Hazardous Road Conditions/Road Closures – On Island

An employee who is delayed in coming to work due to hazardous road conditions (including road closure) or has been advised not to report or who is sent home, shall not suffer loss of earnings for the day(s). In the event that a staff member is unable to report to their school that is open, that staff member will endeavour to report to the nearest school. Employees travelling on the ferry between Skidegate Landing and Alliford Bay are covered by this Article. When an employee reports to an alternate work site they shall be assigned duties within their regular classification.

15.13 Hazardous Road Conditions/Road Closures – Off Island

An employee who is off Island for approved career development or medical leave and is delayed returning to work due to hazardous road conditions (including road closure, flight and ferry delays and cancellations), shall not suffer loss of earnings for a maximum of five (5) days, inclusive of approved medical leave. The earnings for the additional days for the delay shall be deducted from the employee's accumulated sick leave for employees away for medical reasons.

ARTICLE 16 OVERTIME

16.01 Overtime Rates

All overtime worked shall be paid at the rate of straight time plus one-half (1/2) for the first two (2) hours worked, and two times the regular rate for the balance of time. Overtime worked on an employee's normal day of rest shall be paid at the rate of double time. Employees shall have the opportunity to convert this overtime to equivalent time off without loss of pay, attached to vacation or at a time mutually agreeable between the Employer and the employee, or request cash.

16.02 Overtime Definition

Overtime is defined as time worked before or after the full regular work day and full regular week.

16.03 Overtime worked shall be paid as noted:

Work performed on a paid holiday will be paid at two (2) times the regular rate plus another day off without loss of regular pay, either attached to annual vacation or at a time mutually agreeable between the Employer and the employee.

16.04 Part-Time Employees

- (a) A part-time employee, working less than the regular working hours per day or week, shall be paid at straight time up to seven (7) hours per day or thirty-five (35) hours per week. Any time over and above those stated will be paid at the specified overtime as appropriate to the classification. Part time employees in classifications that have a regular work week of eight (8) hours per day and forty (40) hours per week shall be paid overtime after eight (8) hours per day or forty (40) hours per week.
- (b) A part-time employee who works additional hours, over the regularly scheduled hours, shall be paid for such hours at the appropriate rate, or may bank such additional hours to be taken off at a time mutually agreeable to the employee and the Employer.

16.05 Voluntary Overtime

Except on very emergent circumstances, overtime work shall be on a voluntary basis. Accordingly, the Employer shall reserve the right to utilize those persons deemed necessary to ensure an efficient operation of the educational program within the School District.

16.06 Authorized Callout Definition

Authorized Callout is defined as that occasion when an employee is required to leave from or return to, except for meals, their place of residence outside the hours of their working shift in order to perform work for the Employer, and shall be paid at two (2) times the regular hourly rate for a minimum of two (2) hours for each callout request.

ARTICLE 17 HOLIDAYS

17.01 The Employer Recognizes as Paid Holidays

- | | |
|----------------|------------------|
| New Year’s Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| BC Day | Family Day |

Further, the Employer will recognize any other day proclaimed as a holiday by the Federal or Provincial Governments.

17.02 Municipal Government Holidays

Municipal Government Holidays may be applied for, being considered as personal and without pay.

17.03 Paid Holidays Falling on Scheduled Day Off

Where any of the paid holidays fall on an employee's scheduled day off, the employee will be granted another day off at a time that is mutually acceptable to the employee and the Employer, but in no case later than the conclusion of the employee's scheduled vacation.

17.04 School Term Employees

School term employees are entitled to those paid holidays falling between the first and last day of the school year that school is in session and shall be entitled to the Canada Day holiday if they have worked fifteen (15) of the previous thirty (30) calendar days.

17.05 Holiday Pay for School Term Employees

Holiday pay for school term employees required to work prior to the first day school is in session or beyond the last day school is in session will be paid for those paid holidays falling between their first and last day of work.

17.06 School Term Employees Working Partially Through the Year

School term employees who begin employment or leave employment part way through the year will be paid for those paid holidays falling within their period of employment.

17.07 Statutory Holiday Entitlement

Regular full-time employees are entitled to a minimum of twelve (12) statutory holidays a year. Employees who work less than full days or full weeks shall have statutory holidays pro-rated on the basis of hours of work per week relative to a full-time employee. Such employees shall be entitled to the pro-rated statutory holiday or the Employer shall pay the employees in lieu of such holiday at their regular rates of pay.

ARTICLE 18 VACATIONS

18.01 Vacation Definition

Vacations are based on a calendar year of January to December. Vacations shall be taken in the calendar year in which they are earned. An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than 1 year	1.5 working days per mo. employed
1 to 5 years	20 working days
6 to 12 years	25 working days
13 years onward	30 working days

At the point of twenty (20) years, the Employer will grant an additional day for each year of service in excess of twenty (20) to be added to the schedule noted.

Employees who are on unpaid leaves of absence under Articles 20.02(b), 20.04(b), 20.08 and 20.10 or layoff for a period of greater than four (4) consecutive weeks shall have their vacations reduced by the ratio of those weeks not worked, in excess of four (4) consecutive weeks, to fifty-two (52) multiplied by the number of vacation days allowed. Any resulting fractions of vacation days shall be rounded to the nearest full day.

Employees with less than twelve (12) calendar months of continuous service as at July 1st:

- (a) Who will not complete twelve (12) months service by December 31st shall receive one and one half (1.5) day for each full month, or for a portion of a month greater than two (2) weeks worked up to July 1st, up to a maximum of ten (10) days.
- (b) Who will complete twelve (12) months continuous service by December 31st shall receive their full vacation entitlement provided that if employment is terminated for any reason prior to completion of twelve (12) months any unearned vacation pay shall be recovered by the Board.

Upon submission of medical documentation, vacation may be changed to sick leave where an overnight hospitalization occurs during the scheduled vacation.

18.02 Statutory Holidays During Vacation

If a recognized holiday falls within a period of an employee's vacation, they shall be allowed an additional vacation day with pay at the termination of their vacation period.

18.03 Vacations

- (a) Vacations shall be granted at times mutually agreeable to the employee and the Employer. The Employer shall consider requests for broken periods of vacation.
- (b) Seniority shall be the deciding factor when a conflict exists over choice of dates, provided the employee has submitted his vacation request(s) by March 1st. The Employer shall respond by March 15th.
- (c) Seniority shall be given consideration when a conflict exists over choice of dates when the employee submits their vacation request(s) after March 1st. The Employer shall respond within fourteen (14) calendar days of receiving the request.

18.04 Vacation Pay

Regular part-time and school-term employees will be paid vacation pay as follows:

Less than 1 year	6%
1 to 5 years	8%
6 to 12 years	10%
13 years onward	12%

Payment shall be in each pay period.

18.05 Temporary and Casual Employees

Temporary, and casual employees will be paid vacation pay of six percent (6%) of gross salary in each pay period.

18.06 Timing of Vacation Pay

Vacation pay, where an employee makes application to the Employer in writing, three (3) weeks prior to the leave, will be paid on the previous regular payroll issued prior to the scheduled vacation.

18.07 Vacation Carry-Over

At the end of any given calendar year, the accumulated vacation credits cannot exceed two (2) weeks.

ARTICLE 19 SICK LEAVE

Preamble: Sick leave is to provide Regular employees with a degree of income protection against lost earnings otherwise incurred as a result of sickness or non-compensable accidents.

19.01 Sick Leave Definition

Sick leave is defined as the period of time a Regular employee is absent from work with full pay as a result of illness, disability, non-compensable accident or when under the care of a physician, chiropractor or dentist.

19.02 Sick Days

Eighteen (18) days of sick leave per year shall be earned by an employee at the rate of one point five (1.5) days for each month of employment, up to a maximum accumulation of one hundred and twenty (120) days.

19.03 Sick Leave Accrual During Leaves Without Pay

When an employee is granted leave of absence without pay for any reason, or is laid off, and returns to the service of the Board upon expiration of such leave of absence, 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 leave or lay off.

19.04 Part-Time Employees

Regular part-time employees will accumulate sick leave on a pro rata basis of the one point five (1.5) days per month provided for in Article 19.02. All part-time employees will accumulate sick leave hours on a pro rata basis of the one point five (1.5) days per month as for regular employees. The unused balance of such accumulated sick leave will be placed again to the credit of the employee if the employee is appointed to a similar position within twelve (12) months of ending a previous appointment.

19.05 Retirement

Upon the retirement of a Regular employee with three (3) years continuous service, or termination other than for cause of a Regular employee with three (3) years continuous service, the Regular employee shall receive fifty percent (50%) of the accumulated sick leave and the balance of accumulated sick leave shall be eliminated.

19.06 Medical Certificates

An employee may be required to produce a certificate from a qualified medical practitioner for any illness certifying that they were unable to carry out their duties. When requested by the Employer, the Employer shall pay all costs associated with requests for Medical certificates or reports.

19.07 Family Illness

In the case of illness of a family member of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill family member, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of five (5) days per calendar year of accumulated sick leave.

ARTICLE 20 LEAVE OF ABSENCE

20.01 Bereavement Leave

- (a) When a death occurs to a member of the employee's immediate family, the employee will be granted a leave of absence with pay for up to a maximum of five (5) working days. Members of an employee's immediate family are defined as the employee's spouse, common-law partner, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, step-parent, step-child, grandparent, grandchild, step-sister and step-brother.
- (b) In the event of the death of any relative or friend not mentioned in the above clause, the employee shall be entitled to special leave for one (1) day per year, with pay, for the purpose of attending the funeral and additional unpaid days, if necessary, for travel.
- (c) One (1) day's leave shall be granted without loss of pay to attend a funeral as pallbearer.

Any other request for bereavement leave shall be considered under Article 20.08.

20.02

Maternity Leave

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

- (a) An employee shall be granted unpaid leave to a maximum of eighteen (18) weeks at the employee's option. The employee shall notify the Employer at least three (3) weeks prior to returning to the job. The employee shall be placed in their former job, or another which is consistent with their seniority, qualifications and former salary. Seniority shall continue to accumulate during this leave and upon reinstatement, all increments to wages and benefits to which the employee would have been entitled had the leave not been taken shall be reinstated. The Employer shall continue to provide its share of coverage and pay its share of premiums for all the employee benefits and pension plan while on maternity leave. This leave shall be extended, if requested by a medical practitioner, for a period of up to six (6) weeks.
- (b) At the conclusion of Maternity Leave an employee, upon request, shall be granted a leave of absence without pay up to an additional six (6) months. The Employer shall reinstate the employee in the first suitable position that arises that does not result in a layoff or demotion of another employee. Seniority shall not accumulate during this period of leave. Benefits may be continued if the employee pays the total premiums.
- (c) Where pregnancy is terminated before the employee requests leave, the Employer shall, on receipt of a medical certificate, grant the employee leave of up to six (6) weeks during which time the benefits of Article 20.02 (a) shall apply.
- (d) EI Sub Plan
The Employer and the Union agree to enter into a Sub Plan whereby an employee who has been in service of the Board for two (2) consecutive years may apply to receive ninety-five percent (95%) of their wages for the one (1) week waiting period before collecting EI Maternity Benefits.

20.03

Jury Duty or Court Witness Leave

Leave of absence will be granted to a regular employee who is required to perform Jury Duty and/or Coroner's Jury Duty, who is required to appear as a Crown Witness or a Coroner's Witness on a day on which they would normally work. The employee will be reimbursed by the Employer for the difference between the pay received for the said jury or witness duty and their regular straight time hourly rate of pay for their regular scheduled work hours. The employee shall be required to furnish proof of jury or witness service and the jury or witness pay received. Hours paid for under this provision shall be counted as hours worked for the purpose of qualifying for vacation and for recognized holiday pay but will not count as hours worked for the purpose of computing overtime.

20.04 Educational Leave

Educational leave may be granted to a regular employee without pay:

- (a) for the purpose of upgrading employment qualifications directly related to the position held. Upon prior mutual agreement between the Employer and the employee on course pertinence and job-related value, provided funds are available, the Employer agrees to fully reimburse the employee their tuition and travel-related costs upon successful completion. These costs would be recoverable on a prorated basis if the employee resigned their position or is terminated for cause within one (1) year of course completion. In instances where termination for cause is followed by grievance procedure as provided for in Article 9, the Employer shall recover only one-half ($\frac{1}{2}$) of the remaining amount until the settlement of the grievance.
- (b) for other educational programs or training.

The employee will continue to earn seniority while on educational leave. The employee may continue benefits during this leave, if permitted by the carrier, by paying the full costs of the premiums, by post-dated cheques, submitted prior to the leave.

20.05 Recognized Examinations

Educational leave will be granted to employees without loss of seniority, benefits or pay for the purpose of writing recognized examinations to upgrade employment qualifications, subject to successful completion. The Employer will recognize up to five (5) days each year after the employee's first (1st) anniversary date.

20.06 Union Education

The bargaining unit will have twenty (20) working days allowed per year without pay for educating its members in shop steward training and other training to improve labour management skills.

20.07 Union Leave

Upon request to the Employer, an employee may obtain leave of absence for Union functions.

An employee on unpaid leave for Union duty may request, with prior Union approval, that the Employer pay their regular wages and benefits while on such leave and the Employer shall request full reimbursement of same from the Union who, in turn, shall repay the Employer within thirty (30) days of receipt of indebtedness.

20.08 General Leave Without Pay

An employee may be entitled to leave of absence without pay and without loss of accumulated seniority or benefits when they request the leave. The leave shall be arranged for a mutually acceptable time. Both the request and the approval shall be in writing. Leaves under this Article shall be limited to not more than thirty (30) working days per year and will only be approved once accumulated Vacation, Discretionary and Banked time are exhausted.

20.09 General Leave With Pay

Employees shall be allowed a leave of absence with pay and without loss of seniority and benefits for the following reasons:

- Marriage of the employee - Two (2) days
- Birth or Adoption of employee's child - Three (3) days

20.10 Extended Leave

An employee shall be granted, upon thirty (30) days written request, leave of absence without pay for a period of up to twelve (12) months to end June 30th or December 31st of the same school year, or in the case of employees working in a secondary school, a semester break. On the return from their leave of absence, the employee will be assigned to the position with the Board which they held immediately prior to taking the leave of absence, providing such a position still exists. Should the position cease to exist, Article 14 shall apply. Seniority shall not accumulate during this period of leave. Benefits may be continued if the employee pays the total premiums.

Twelve (12) month employees shall not be subject to the June 30th or December 31st dates.

Employees that have been granted extended leave for a partial school year that ended June 30th may re-apply for a non-renewable twelve (12) month leave beginning in September of the same year.

The employee must inform Human Resources in writing by June 30th of the calendar year in which they are due to return to work of their intention to return. Failure to provide this notice shall be construed as being a resignation effective June 30th of that year.

20.11 Professional Development Days

All employees are encouraged to participate in relevant professional development days. On Professional Development Days, employees may:

- (a) attend a school or district sanctioned professional development session; (self-directed professional development activities are excluded), and be paid for the full hours of the programming at their regular rate of pay effective July 1, 2020, or
- (b) work their regular shift, or
- (c) apply for a day off without pay

20.12 Discretionary Leave

Regular employees shall be granted upon written request, leave of absence with pay, for up to two (2) days per year, not cumulative, with three (3) working days' notice.

20.13 Parental Leave

An employee, upon written request, shall be entitled to a parental leave of absence from work, without pay and without loss of benefits, provided they are willing to pay the full premiums.

- (1) One parent is entitled to parental leave for a period of thirty-four (34) to thirty-seven (37) consecutive weeks or a shorter period if the employee requests, commencing,
 - (a) in the case of a natural mother, immediately following the end of the maternity leave taken under Article 20.02 unless the Employer and employee agree otherwise.
 - (b) in case of the other parent, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and
 - (c) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date of the adopted child comes into the actual care and custody of the mother and father.
- (2) If,
 - (a) the new born child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother and father, and
 - (b) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection one (1).

ARTICLE 21 EMPLOYEE BENEFITS

21.01 Benefit Schedule

The Employer shall pay, based on the schedule noted below, participation in benefit plans for all Regular full-time employees and their direct dependents under the Income Tax Act:

PLAN	SHARE ARRANGEMENT
M.S.P.	Board 75% Employee 25%
Extended Health/including Vision Care*	Board 100%
M.S.A. Medical Transportation	Board 100%
M.S.A. Dental	Board 100%
Life Insurance - B.C.S.T.A. Group Plan (Two times employee's annual income)	Board 75% Employee 25%

*Benefit is \$250.00 per family member every two (2) years. Plan includes special glasses prescribed by a medical practitioner for an employee who regularly works with a VDT.

Benefits covered in this Article will commence the first of the month after completion of the probation period unless otherwise provided for in this Agreement. For regular and school-term employees, only M.S.P. will commence the first of the month following date of hire. In an instance where a part-time employee fills two (2) positions to become a full-time employee, the benefits of Article 21.01 will apply.

21.02 Benefits Trust/LTD/Return to work

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

Once the trust is able to take on that responsibility, the Parties agree that they will participate on the following conditions.

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

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.

The Parties further agree to participate in a government funded long-term disability plan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

21.03 Regular Full-Time Employees

Any regular full-time employee shall, unless otherwise covered by similar benefits, participate in all benefit plans. The Employer shall make optional to a regular part-time employee the benefit plans on a fifty-fifty (50/50) sharing basis and a part-time employee working twenty (20) or more hours per week, in the third (3rd) year of service, shall be offered the benefits on the same cost-sharing basis as applicable to a regular full-time employee.

21.04 Temporary Employees

Temporary employees on a contract of employment for three (3) months or longer will be eligible for participation in the benefit plans outlined above in this clause in the same manner.

21.05 Written Application

Written application shall be made by the employee for such benefits to the Employer. In the case of absence for prolonged illness or industrial accident, the Employer's share of the premium will be paid to any of the above plans to a maximum of one (1) year from the commencement of the absence, or to the termination of the contract period in the case of a Temporary employee, if sooner.

21.06 Benefits During Layoff

The Employer agrees, in the case of layoff of up to two (2) months, to maintain all benefits, provided that the employee pays their share of the premiums in advance. Thereafter, an employee may continue coverage for as long as they retain recall rights by paying the entire premium to the Employer.

21.07 WorkSafe BC Compensation

An employee who is unable to work because of an on-the-job accident and who is in receipt of compensation from WorkSafe BC, shall for the life of the original claim, receive from the Employer the difference between the amount payable by WorkSafe BC and their last rate of pay.

21.08 Premium Sharing

Where a regular employee is participating in a benefit(s) and, through no fault of their own, their participation or premium-sharing basis is now prejudiced, they shall have the right to continue their benefits as if no change took place.

21.09

Long Term Disability Plan

- (a) The Employer agrees to administer a Union sponsored Long Term Disability Plan for eligible employees. The Plan and carrier shall be determined by the Union.
- (b) Upon completion of the probationary period, all regular employees working fifteen (15) or more hours per week and not otherwise covered by a wage loss replacement plan shall participate in the Plan as a condition of employment.
- (c) The Employer agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.

21.10

Municipal Pension Plan and Group RRSP

- (a) All regular and temporary employees who meet the following criteria and are eligible, shall be required to participate in the Municipal Pension Plan:
 - 1) Are hired on or after January 1, 2008
 - 2) Work twenty (20) hours or more hours per week.
- (b) Those existing employees, who are enrolled in the Group RRSP and who have completed a "waiver of pension coverage" form will continue to contribute to the Group RRSP as per Article 21.10 (c) through to 21.10 (h) of the Collective Agreement.
- (c) The Employer agrees to administer a Group RRSP for all eligible regular employees.
- (d) Employee contributions shall be equal to or greater than the Employer contributions and shall be deducted by the Employer from the employee's earnings and forwarded to the carrier of the Plan.
- (e) The Employer shall contribute an amount equal to six percent (6%) of the employee's gross earnings to the carrier of the Plan.
- (f) The minimum monthly combined payment to the Plan shall be fifty dollars (\$50.00) per employee. School-term employees are not required to contribute during July and August.
- (g) At any time, an employee may make an additional lump sum payment, including moving another RRSP into this Plan, subject to the rules and regulations governing the Plan. The Employer shall not participate with additional payments.
- (h) A participating employee shall continue to participate in the Plan even if hours drop below the eligibility level.

21.11 CUPE Pre-Retirement Seminar

An employee who is forty (40) years of age or older shall be granted, upon request, three (3) days leave of absence, with pay, on one (1) occasion, to attend CUPE Pre-Retirement Seminar.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Payment of Salaries and Wages

The Employer shall pay salaries and wages bi-weekly to all employees in accordance with Schedule "A".

22.02 When Payrolls will be Released

All payrolls will be released seven (7) days after the cut-off date which will be scheduled for a Friday, and therefore released on a Friday. There will be no payment for hours not received in the Employer's office due to non-filing by an employee immediately following the cut-off date so as to arrive in ample time.

Employees will be paid by electronic fund transfer to their bank accounts and receive a pay statement through confidential email.

22.03 Temporarily Working at a Higher Paying Position

When an employee is directed to temporarily relieve in or perform the duties of a higher paying position at an hourly rate of pay for a full day or more, they shall receive the rate for the job with the provision it is within the bargaining unit.

22.04 Mileage

Mileage will be paid at the current district rate when the employee is requested to use their own vehicle for the Employer's business. If the employee uses their personal vehicle on the business of the Employer, the Employer shall pay the upgrade to business use insurance and provide liability insurance. The Employer shall not require an employee to own or operate a vehicle as a condition of employment.

22.05 Abnormal Work Defined

Abnormal work, defined as sewer work and cleaning boilers by other than normal boiler personnel, is paid a premium of fifty cents (50¢) per hour.

22.06 Lead Hands Defined

Lead Hands are those persons who supervise two (2) or more employees (but remain under the direct supervision of a Supervisor) at a premium of sixty cents (60¢).

22.07 New Construction Defined

New Construction is defined as the construction of a new building providing new floor space or an extension to a present building. Employees working in new construction shall be paid a premium of one dollar and fifty-seven cents (\$1.57) per hour.

22.08 Shift Premium

A Shift Premium of sixty cents (60¢) per hour will be paid to shifts starting between fifteen hundred (1500) and twenty-four hundred (2400) hours.

22.09 An Unscheduled Meal Allowance

An Unscheduled Meal Allowance for emergency and/or extended stay from home will be paid; as per District Policy.

22.10 Reclassification

An employee reclassified to a lower paying position shall have their rate "red circled" until general wage increases produce a higher rate.

22.11 Boot Allowance

The Employer agrees to reimburse maintenance personnel who are regular employees, annually, for the purchase of safety toe work boots.

22.12 Off-Island Travel Allowance

The Employer shall pay an off-island travel allowance equivalent to four hundred dollars (\$400.00) per month to all regular employees during the months in which they receive wages. This amount will be deducted from gross earnings and credited to the employee as a travel benefit.

22.13 Off-Island Travel Benefit

Effective January 1, 2002, the Employer shall pay an Off-Island Travel Benefit of twenty-five dollars (\$25.00) per month, pro-rated for part-time employees.

[The agreed to costing shall not exceed point seventy-eight percent (.78%) of the salaries based on salaries at January 1, 2002].

22.14 First Aid Certificate

- (a) Where the Employer requests an employee to take first aid training beyond a Level I First Aid Certificate, the cost of tuition and course materials shall be prepaid by the Employer and the employee shall be paid at their regular hourly rate of pay for the length of the course.
- (b) Where an employee accepts the designation of First Aid Attendant at a location in School District No. 50, the premium shall be one dollar (\$1.00) per hour as of July 1, 2020.

ARTICLE 23 TRANSPORTATION OF ACCIDENT VICTIMS

23.01 Transportation of On the Job Accident Victims

Transportation to the nearest physician and/or hospital for employees requiring medical attention as a result of an accident on the job, shall be at the expense of the Employer.

ARTICLE 24 CONTRACTING OUT

24.01 Subcontracting

No regular employee of the Employer shall lose their job or suffer a reduction of hours as a result of the Employer subcontracting work.

24.02 Job Security

In order to provide job security for members of the bargaining unit, the Employer agrees to guarantee jobs of all regular full-time staff as of January 1, 1991.

ARTICLE 25 TECHNOLOGICAL CHANGE

25.01 Definition

"Technological change" means

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

25.02 Advance Notice

The Employer shall notify the Union not less than three (3) months in advance of intent to introduce changes in working methods or facilities which would involve layoff of employees.

25.03 Income Protection and Transfers

A regular employee who is displaced by a technological change shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee. An employee placed in a lower-rated position as a result of technological change shall not have their wages reduced but shall continue to receive their old rate until such time as the Agreement rate for their new position is equal to their actual rate of pay. An employee whose services are terminated by the Employer because of technological change shall be entitled to severance pay equivalent to one (1) week's pay for each year of service.

25.04 Training Benefits

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

ARTICLE 26 GENERAL CONDITIONS

26.01 Bulletin Boards

The Employer shall provide space for bulletin boards, which shall be placed so that all employees will have access to them and upon which the Union and/or Employer shall have the right to post notices of meetings and other notices as may be of interest to the Parties concerned.

26.02 Reclassification and New Positions

When the duties in any classification are changed, or when a new position is created, the rate of pay shall be subject to negotiation between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay of the job in question, such disputes shall be submitted to arbitration. The new rate shall be retroactive to the time the position was first filled by an employee. The process shall be as outlined in the Job Evaluation Maintenance Plan.

26.03 Temporary Employee Preference

When filling a temporary position of Education Assistant or Library Clerk, preference will be given to those who held such an appointment with the Employer in the past. Such preference will be as follows:

When a temporary employee is required, preference will be given to those qualified persons with previous satisfactory service with the Employer within the past fifteen (15) months. This Article does not supersede the recall provisions of this Agreement.

26.04 Medication

Medication shall be administered as per School District #50 Policy.

26.05 Copies of Agreement

Both Parties shall enter into an agreement to provide cost sharing of printing on the basis of fifty percent (50%) to the Union and fifty percent (50%) to the Employer. The Union agrees to undertake preparation and publishing.

26.06 Board to Indemnify

The School Board agrees to defend, save harmless, and indemnify all CUPE Local 2020 employees from any proceedings which may be brought against them and which arise from the LAWFUL performance of their duties.

26.07 Career Development Program

The Board shall annually allocate one hundred and sixty dollars (\$160.00) per full-time equivalent employee, and the employee shall annually contribute forty dollars (\$40.00) on a pro-rata basis, to a Career Development Fund, exclusively for the use of the members of the bargaining unit. Records pertaining to the fund shall be maintained by the Board and forwarded to the Union quarterly.

26.08 Singular Plural Terms

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

26.09 Access to Personnel File

An employee shall have the right to have access to review their personnel file. Where the employee is unable to attend to view their personnel file, the President of the Union, with written permission of the employee, shall be granted access on the employee's behalf. No items may be removed from the file at the time of viewing; however, the employee may request copies of items in the file. The following conditions will apply:

- a) Viewing will be by prior appointment.
- b) The viewing will be done in the presence of an Official designated by the Secretary Treasurer and the employee shall have the right to be accompanied by an individual of their choosing.

ARTICLE 27 TERM OF AGREEMENT

27.01 Term of Agreement

This Agreement shall be binding and remain in effect from July 1, 2019 to June 30, 2022 and shall continue in effect from year to year thereafter, unless either Party exercises its rights to commence collective bargaining as provided in the Labour Relations Code of British Columbia.

27.02 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.

27.03 Government Funding

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

ARTICLE 28 SCHEDULES

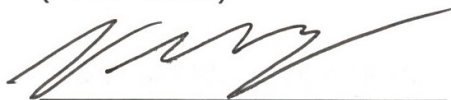
28.01 Schedule Listings

There shall be attached hereto and forming part of this Agreement the following Schedules and Appendices:

- Schedule "A" - Wage Rates
- Schedule "B" - List of Protective Clothing and Standard Tools
- Schedule "C" - Management Exclusions
- Schedule "D" - Former Education Assistants 1
- Appendix "A" - Deferred Salary Leave Plan
- Appendix "B" - Right to Refuse Unsafe Work
- Appendix "C" - Employee Family Assistance Program
- Appendix "D" - Career Development Fund
- Appendix "E" - Letter from Paul Ramsey dated June 6, 2000.
- Appendix "F" - Provincial Framework Agreement 2019-2022

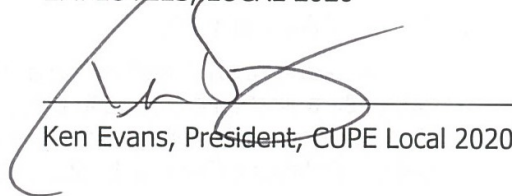
IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN TRIPLICATE THIS 20th DAY OF January, 2020.

SCHOOL DISTRICT NO. 50
(HAIDA GWAII)



Roeland Denooij, Chair, Board of Education (Haida Gwaii)

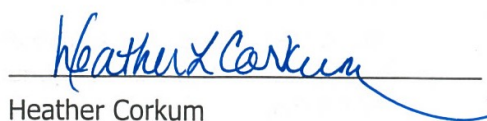
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2020



Ken Evans, President, CUPE Local 2020



Carey Stewart, Superintendent School District No. 50



Heather Corkum
CUPE National Representative

SCHEDULE "A" - PAY GRID

Classification	Category	May 1, 2019	July 1, 2019	July 1, 2020	July 1, 2021
			2 % increase	2 % increase	2% increase
Accounting Clerk		\$ 27.17	\$ 27.71	\$ 28.27	\$ 28.83
MyEdBC Coordinator Level 1		\$ 25.75	\$ 26.27	\$ 26.79	\$ 27.33
Bus Driver		\$ 25.75	\$ 26.27	\$ 26.79	\$ 27.33
Child Care Worker		\$ 27.17	\$ 27.71	\$ 28.27	\$ 28.83
Clerk Typist		\$ 24.33	\$ 24.82	\$ 25.31	\$ 25.82
Confidential Administrative Assistant		\$ 27.17	\$ 27.71	\$ 28.27	\$ 28.83
Custodian		\$ 24.30	\$ 24.79	\$ 25.28	\$ 25.79
C&Y Wellness Support Worker		\$ 34.93	\$ 35.63	\$ 36.34	\$ 37.07
District Resource Centre Clerk		\$ 24.33	\$ 24.82	\$ 25.31	\$ 25.82
Early Learning Program Coordinator		\$ 29.34	\$ 29.93	\$ 30.53	\$ 31.14
Education Assistant 1		\$ 27.17	\$ 27.71	\$ 28.27	\$ 28.83
Education Assistant 2*		\$ 28.60	\$ 29.17	\$ 29.76	\$ 30.35
Indigenous Resource Worker		\$ 28.60	\$ 29.17	\$ 29.76	\$ 30.35
Food Coordinator		\$ 25.75	\$ 26.27	\$ 26.79	\$ 27.33
Haida Education Admin Assistant		\$ 27.17	\$ 27.71	\$ 28.27	\$ 28.83
Home/School Coordinator		\$ 25.75	\$ 26.27	\$ 26.79	\$ 27.33
Information Technology Tech		\$ 27.17	\$ 27.71	\$ 28.27	\$ 28.83
Library Clerk		\$ 25.75	\$ 26.27	\$ 26.79	\$ 27.33
Maintenance I		\$ 21.50	\$ 21.93	\$ 22.37	\$ 22.82
Maintenance II		\$ 26.20	\$ 26.72	\$ 27.26	\$ 27.80
Maintenance III		\$ 27.09	\$ 27.63	\$ 28.18	\$ 28.75
Noon Supervisor		\$ 22.92	\$ 23.38	\$ 23.85	\$ 24.32
Payroll Clerk		\$ 28.60	\$ 29.17	\$ 29.76	\$ 30.35
School Administrative Assistant		\$ 28.60	\$ 29.17	\$ 29.76	\$ 30.35
Secondary School Admin Assistant		\$ 29.34	\$ 29.93	\$ 30.53	\$ 31.14
Strong Start Coordinator		\$ 27.17	\$ 27.71	\$ 28.27	\$ 28.83
Tradesworker		\$ 31.78	\$ 32.42	\$ 33.06	\$ 33.73
Transportation Dispatcher		\$ 24.33	\$ 24.82	\$ 25.31	\$ 25.82
Working Foreman		\$ 35.10	\$ 35.80	\$ 36.52	\$ 37.25

*With Formal Training

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

SCHEDULE "B"

LIST OF PROTECTIVE CLOTHING AND STANDARD TOOLS

PROTECTIVE CLOTHING

The Employer shall supply the following listed protective clothing to employees, as needed and requested by the employee. It shall then be the responsibility of the employee to ensure proper maintenance of the items during the time they remain in the possession of the employee.

Clerical	-	Smocks upon request
Custodians	-	Rubber gloves
	-	Raingear, where necessary
Maintenance and/or	-	Rubber gloves, coveralls for abnormal Shop Area duties as defined, goggles and earplugs as required by WorkSafe BC, a minimum of two sets of rain gear for emergency use.

STANDARD TOOLS

The employee will supply a basic list of tools, which have been developed for each category within the Maintenance area and the basic list then becomes a term of employment and must be available for use at all times.

Maintenance I	Tool List A
Maintenance II	Tool List B
Maintenance III	Tool List C
Tradesman	Tool List D

Employees are required to file inventory copies of personal tools to be countersigned by both the employee and the Superintendent of Maintenance and subject to upgrading from time to time but not less than once per person per year.

The Employer will endeavour to build up an adequate specialized tool stock at both the main maintenance shop in Queen Charlotte City and in the Masset area, which may be used for specialized areas over and above the standard listing.

Equipment available in the Maintenance Department and/or Maintenance Shops will be made available on a reciprocal use by School District staff with the approval of the Maintenance Superintendent. It is understood that the equipment when utilized by the employee will not be for any other than their own personal use at the shops, at their own residence or on a personal project.

The Employer will replace broken tools upon presentation of the item to be replaced to the Superintendent of Maintenance.

TOOL LIST A

Basic Tool Requirements for Maintenance I

As the conditions occur and it is mandatory that we change to the metric system, the Employer agrees to negotiate the cost of tool replacement with the employees and the Industrial Relations Council.

Personal possession of extra tools on the job is acceptable and the School Board accepts the responsibility of their maintenance.

- 1) 1#1975 Cluthe Uni-driver
- 2) 1 #7WR Vise grip
- 3) 1 4" Adjustable wrench
- 4) 1 8" Adjustable wrench
- 5) 1 Pocket knife
- 6) 1 Pr. 8" Side cutter plier
- 7) 1 16' Tape rule
- 8) 1 16 oz. Claw hammer
- 9) 1 Leather tool pouch
- 10) 1 Tool box (optional)

TOOL LIST B

Basic Tool Requirements for Maintenance II

As the conditions occur and it is mandatory that we change to the metric system, the Employer agrees to negotiate the cost of tool replacement with the employees and the Industrial Relations Council.

Personal possession of extra tools on the job is acceptable and the School Board accepts the responsibility of their maintenance.

All tools required for Maintenance I, plus the following:

- 1) 1 12" Adjustable wrench
- 2) 1 Flashlight
- 3) 1 12" Combination square
- 4) 1 Adjustable utility knife
- 5) 1 6" Scratch awl
- 6) 1 9" Torpedo level
- 7) 1 1/4" Putty knife
- 8) 1 1" Scraper
- 9) 1 Stripper/Crimping tool
- 10) 1 7" Needle nose plier
- 11) 1 10" Water pump plier
- 12) 1 Tool box

TOOL LIST C

Basic Tool Requirements for Maintenance III

As the conditions occur and it is mandatory that we change to the metric system, the Employer agrees to negotiate the cost of tool replacement with the employees and the Industrial Relations Council.

Personal possession of extra tools on the job is acceptable and the School Board accepts the responsibility of their maintenance.

All tools required for Maintenance I and II, plus the following:

- 1) 1 3" Scraper
- 2) 1 12" Pry bar
- 3) 1 24" Carpenter level
- 4) 1 24"x16" Rafter square
- 5) 1 100' Chalk line reel
- 6) 1 26" Crosscut saw
- 7) 1 7" Block plane
- 8) 1 1/4" Wood chisel
- 9) 1 3/8" Wood chisel
- 10) 1 1/2" Wood chisel
- 11) 1 21 pc. 3/8" Drive socket set
- 12) 1 Tool box

TOOL LIST D

Basic Tool Requirements for Maintenance Tradesman

As conditions occur and it is mandatory that we change to the metric system, the Employer agrees to negotiate the cost of tool replacement with the employees and the Industrial Relations Council. Personal possession of extra tools on the job is acceptable and the School Board accepts the responsibility for their maintenance.

All tools required by Maintenance I, II and III, plus the following:

- 1) 1 7 pc. 1/4" Drive socket set
- 2) 1 9 pc. Combination wrench set
- 3) 1 pr. 6" Long thin needle nose pliers
- 4) 1 5 pc. Nut driver set
- 5) 1 1/2" Flat chisel (Cold)
- 6) 1 5/8" Flat chisel (Cold)
- 7) 1 Centre punch
- 8) 1 Vernier calliper
- 9) 1 26" Rip saw
- 10) 1 9" Magnetic pick up tool
- 11) 1 8" Spring divider
- 12) 1 set Hex key wrenches
- 13) 1 adjustable Hacksaw
- 14) 1 set Trammel heads

The above-mentioned tools are in addition to the tools required to enable the tradesperson to perform duties of their appointment and relative to speciality to trade, e.g. Electrical - testers; Carpenter - wood working tools, etc.

SCHEDULE "C"

LIST OF MANAGEMENT EXCLUSIONS

1. Superintendent
2. District Managers
 - (a) Secretary Treasurer
 - (b) Assistant Secretary Treasurer
 - (c) Information Technology Manager
 - (d) Director of Instruction
 - (e) Manager of Operations
 - (f) Financial Services Manager
 - (g) Human Resources Officer

SCHEDULE "D"

FORMER EDUCATION ASSISTANTS 1 (LOU #4)

Kris Olsen

Ainsley Brown

Jessie Fletcher

Kim Forbes

APPENDIX "A"

DEFERRED SALARY LEAVE PLAN

1. "Committee" - refers to two (2) appointees of the Board and two (2) appointees of the Union. The Board will carry out the administrative functions related to this plan.
2. "Eligible Employee" - means a member of CUPE Local 2020 or an employee excluded from Union membership by virtue of being in a supervisory or confidential position as shown on Schedule C. The Board may restrict the number of employees on leave at any one (1) time to one (1) employee from a work site.
3. Position on Return - On return from their leave of absence, the employee will be assigned to the position with the Board which they held prior to taking the leave of absence, providing such a position still exists. If the position has been made redundant because of changing circumstances, technological, financial or other, the employee will be offered a position similar to that which was held prior to the leave. It is recognized by the Board and the Union that this may result in bumping.
4. Fringe Benefits - During a leave of absence, the participant is obliged to pay the total cost of any fringe benefit. The Board shall pay such costs on behalf of the participant on their request, and deduct the monies so paid from the monies otherwise payable to the participant during the leave of absence.
5. Sick Leave - Sick leave credits will be in accordance with the current Collective Agreement but will not accrue or be available during the leave of absence. Upon return from leave, the employee will have the previously unused sick leave credited to their account.
6. Canada Pension and EI - The participant shall be responsible for the employee and Employer shares of Canada Pension Plan and Employment Insurance Commission premiums, if such payment is required by the Government.
7. Seniority - Seniority shall not accrue during the leave of absence; it is agreed that no salary increments will be earned by a participant during the period of leave of absence.
8. It shall be understood that the year of leave may commence on July 1 and, further, by mutual consent of the employee and the Board, the year of leave may commence at any given time.

APPENDIX "B"

RIGHT TO REFUSE UNSAFE WORK

1. No person shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
2. Pursuant to clause One (1) a worker who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to their Supervisor.
3. The Supervisor receiving a report made under clause Two (2) shall forthwith investigate the matter and
 - (a) ensure that any unsafe condition is remedied without delay; or
 - (b) if in their opinion the report is not valid, they shall so inform the person who made the report.
4. When the procedure under clause Three (3) does not resolve the matter and a worker continues to refuse to carry out a work process, the Supervisor shall investigate the matter in the presence of the worker who made the report and in the presence of a worker who is selected by the Union.
5. When the investigation under clause Four (4) does not resolve the matter and a worker continues to refuse to carry out a work process or operate a tool, appliance or equipment, both the Supervisor and the worker shall forthwith notify an officer of WorkSafe BC who shall investigate the matter without undue delay and issue whatever orders they deem necessary.
6. No worker shall be subject to disciplinary action because they have acted in compliance with this regulation or an order made by an officer of WorkSafe BC.
7. Temporary assignment to alternative work at no loss in pay to the worker until the matter in clause One (1) is resolved shall be deemed not to constitute disciplinary action.
8. An employee may refuse to handle a chemical, a compound or any substance suspected to be hazardous until the Employer provides written information to the employee, with a copy to the Union, specifying maximum concentration levels, precautions to be taken, symptoms and medical treatment. The Employer shall adhere to the specifications.

APPENDIX "C"

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

Statement of Principle

The Employee and Family Assistance Program has been established to assist all employees who may have a personal problem which affects their job performance and to help them gain assistance at the earliest possible time before their condition renders them unemployable.

This Program is entirely voluntary. The decision to take advantage of the Employee and Family Assistance Program is always left to the individual.

Both Union and Management recognize that almost any human problem can be successfully treated, provided it is identified in its early stages and referral is made to an appropriate treatment source. This is true whether the problem is one of physical, mental or emotional illness; drug abuse; alcoholism; marital or family distress; financial or legal problems or other concerns.

These concerns are serious health and behavioural problems which have a potentially serious impact upon the lives of those employees so afflicted and, in turn, their families.

The Haida Gwaii District Teachers' Association, Canadian Union of Public Employees, Local 2020 and Management have established a Joint Committee, the Employee and Family Assistance Committee, to implement the Employee and Family Assistance Program. This Committee will include representation from all employee groups. It must be recognized that successful resolution of such problems requires a high degree of employee personal motivation and cooperation.

Nothing in this statement or policy is to be interpreted as constituting a waiver of the management's right to take disciplinary measures, nor of an employee's right to grieve within the framework of the respective Agreement, nor of an employee's right to appeal within the provisions of the School Act.

This statement or policy is not designed to act as a shelter for anyone who is charged with a criminal offence.

OBJECTIVES

1. To establish guidelines for dealing with personal problems that may cause declining work performance.
2. To inform employees and their families about the Program.
3. To help provide channels for correct referral for assessment, treatment and follow-up so as to ensure maximum rehabilitation.
4. To ensure that confidentiality is maintained.

DEFINITION

For the purposes of this policy "we" shall be defined as any and all members of the Haida Gwaii District Teachers' Association; the Canadian Union of Public Employees, Local 2020; the Board of School Trustees; their Executive Officers; and all other non-aligned staff.

APPENDIX "D"

CAREER DEVELOPMENT FUND

POLICY

The Employer and the Union wish to provide financial assistance to Union members who wish to take advantage of approved career development opportunities. To this end a Joint Career Development Trust Bank Account is established to which both Parties make contributions in April and October each year as provided for and recorded in Article 26.07 of the Collective Agreement.

The established Trust Account is administered by the Employer through the office of the Secretary Treasurer in accordance with direction from the Career Development Committee representing both the Employer and the Union and chaired by a Union member. Reports on expenditure will be filed quarterly.

REGULATIONS

Preamble

To qualify for support, a career development activity shall be appropriate for the employee attending it or shall be advantageous to the department, school, or district.

Regulations

1. Career Development funds are assigned to the individual employee who contributes to the fund via payroll deductions twenty percent (20%). The remaining eighty percent (80%) is contributed by the Employer (as per Article 26.07).
2. The District Career Development Committee shall have one (1) employee representative from each location and one (1) Employer representative.
3. The Career Development Committee will not recognize or reimburse any over-expenditure of allotted funds by any individual.
4. Only approved expenses will be accepted and must be supported by original receipts and submitted on an approved expense account voucher:

Registration Fees	Training materials
Transportation	Computer
Accommodation	Computer hardware
Per Diem for Meals	Computer software
Wellness initiatives (fitness classes registration fees, fitness equipment, paramedical services exceeding extended health coverage, smoking cessation programs, addiction treatment programs)	
5. Because support staff making use of this career development program are generally not replaced when absent, for any reason, substitute costs will not be charged to the individual.
6. Notwithstanding number 5, when Education Assistants are assigned to "low incident" special needs students, a suitable cost shall be charged to the District activities account.
7. The Union will keep records tracking both contributions and disbursements.

APPENDIX "E"

Letter From Paul Ramsey Date June 6, 2000

June 6, 2000

Ref. No. 116240

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

and

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

Dear Irene Holden and Vince Ready:

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

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

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

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

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

...2

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

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

Sincerely,

Paul Ramsey
Minister of Finance and
Corporate Relations

* Copied as per letter signed by Paul Ramsey

APPENDIX "F"

Provincial Framework Agreement ("Framework") 2019-2022
between
BC Public School Employers' Association ("BCPSEA")
and
The K-12 Presidents' Council and Support Staff Unions ("the Unions")

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. Wages 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.

E & O E

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 (eg. 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 (ECL) 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 PEBT 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. AB

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

BC Public School Employers' Association & Boards of Education

[Handwritten signatures]

[Handwritten signatures]

Miranda
R. Lawlor
[Signature]
[Signature]
777
[Signature]
Patricia Price
J. Lindgren
Manceel
[Signature]

[Signature]
[Signature]
Robert Welch
[Signature]
[Signature]
[Signature]
Marcy Campbell
[Signature]
[Signature]
[Signature]

CUPE
WTA

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

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

This Employee Support Grant (ESG) establishes a process under which employees covered by collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA after June 30, 2019.

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

E & O E

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

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

Re: Public Sector General Wage Increases

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

E & O E

This information is provided for reference only and is current as of the date of drafting. Please visit www.worksafebc.com for current information.



Refusing unsafe work

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

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

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

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

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

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

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

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

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

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

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

Note: WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit www.worksafebc.com for current information.



Worker Rights and Responsibilities:

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

Your rights

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

Your responsibilities

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

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

Employer Responsibilities:

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

Your responsibilities

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

Supervisor Responsibilities:

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

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

Your responsibilities

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

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

LETTER OF UNDERSTANDING NO. 1

between

BOARD OF EDUCATION, SCHOOL DISTRICT NO. 50
(HAIDA GWAI)

and

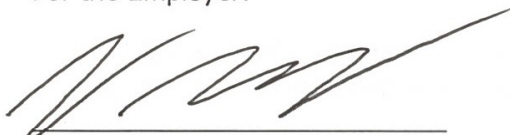
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2020

RE: WCB Level 1 First Aid Certificate

The Parties agree that the existing practice shall continue where the Employer reimburses members who have successfully completed the WCB Level I First Aid Certificate.

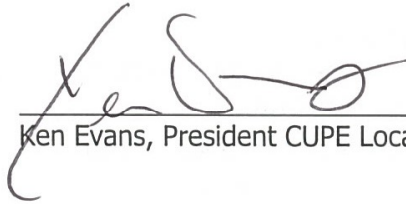
Signed this 20th day of January, 2020

For the Employer:

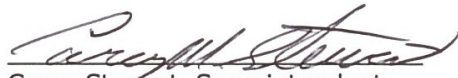


Roeland Denooij, Chair
Board of Education (Haida Gwaii)

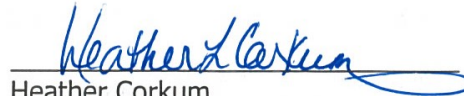
For the Union:



Ken Evans, President CUPE Local 2020



Carey Stewart, Superintendent
School District No. 50



Heather Corkum
CUPE National Representative

LETTER OF UNDERSTANDING NO. 2

between

BOARD OF EDUCATION, SCHOOL DISTRICT NO. 50
(HAIDA GWAI)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2020

RE: Indigenous Education Hiring for Positions Funded Through Indigenous Targeted Funds

The Collective Agreement is applicable to all employees covered by this Letter of Understanding. This Letter of Understanding applies to the following positions funded from Indigenous Targeted funding:

1. First Nations Resource Worker;
2. Haida Education Administrative Assistant.

Postings for these two positions will include a caveat stating:

"Preference will be given to qualified applicants with Indigenous ancestry and knowledge of the Haida Nations."

The selection of candidates for these positions will be done by an interview/selection subcommittee of the Haida Education Committee.

The selection of the above noted positions will not be subject to the Articles 13.01 and 13.04 in the Collective Agreement.

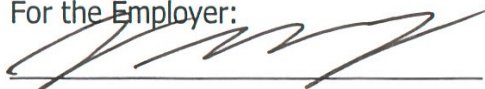
When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for five (5) working days and a copy shall be sent to the President of the Union.

First preference will be given to Union members with regular seniority and of Indigenous ancestry and knowledge of the Haida Nation.

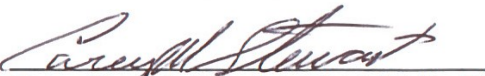
Second preference will be given to Union members with recognized secondary seniority of Indigenous ancestry and knowledge of the Haida Nations.

Signed this 20th day of January, 2020

For the Employer:



Roeland Denooij, Chair, Board of Education



Carey Stewart, Superintendent SD No.50

For the Union:



Ken Evans, President CUPE Local 2020



Heather Corkum, CUPE National Representative

LETTER OF UNDERSTANDING NO. 3

between

BOARD OF EDUCATION, SCHOOL DISTRICT NO. 50
(HAIDA GWAI)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2020

RE: Article 24.02 – Job Security

As per Article 24.02 of the Collective Agreement, the Parties have reached mutual agreement to guarantee the jobs for the following regular full-time staff as of January 1, 1991:

- Ms. Dorothy Sutherland, Tahayghen Elementary School Administrative Assistant.

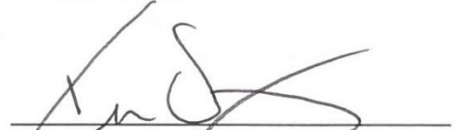
Signed this 20th day of January, 2020

For the Employer:


For the Union:



Roeland Denooij, Chair
Board of Education (Haida Gwaii)



Ken Evans, President CUPE Local 2020



Carey Stewart, Superintendent
School District No. 50



Heather Corkum
CUPE National Representative

LETTER OF UNDERSTANDING NO. 4

between

BOARD OF EDUCATION, SCHOOL DISTRICT NO. 50
(HAIDA GWAI)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2020

RE: Former Education Assistants 1

Pursuant to Article 13.09 of the Collective Agreement, School District No. 50 (Haida Gwaii) and Canadian Union of Public Employees – Local 2020 have reached mutual agreement in this instance owing to the reclassification of the Education Assistant position.

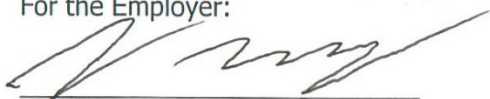
The Parties agree as follows:

1. Those employees referred to in Schedule "D" attached, shall be deemed to possess the minimum qualifications of an Education Assistant for the remainder of their employment with the District – for purposes of bumping and recall – notwithstanding their lack of formal training.
2. The terms of Article 13.09 (Unqualified Employees) shall not apply to those employees referred to in Schedule "D" in relation to their employment as Education Assistants with the District.
3. This Agreement shall have no bearing on the evaluation, re-evaluation or re-classification of any work done within the District.

This variance is without prejudice and precedence and this Letter of Understanding is effective May 29, 2019.

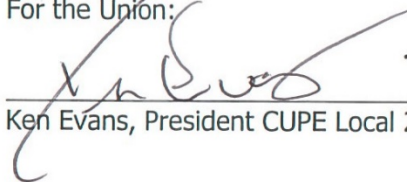
Signed this 20th day of January, 2020

For the Employer:



Roeland Denooij, Chair
Board of Education (Haida Gwaii)

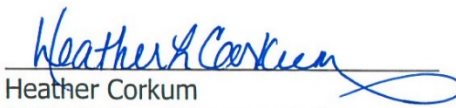
For the Union:



Ken Evans, President CUPE Local 2020



Carey Stewart, Superintendent
School District No. 50



Heather Corkum
CUPE National Representative

LETTER OF UNDERSTANDING NO. 5

between

BOARD OF EDUCATION, SCHOOL DISTRICT NO. 50
(HAIDA GWAI)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2020

RE: Service Improvement Allocation Fund

WHEREAS:

The Ministry has established and maintains additional funding for the purpose of improving the delivery of service. Funding to address this matter as it relates to employees covered by this Collective Agreement in the amount of \$15,000.00 or any annual amount established by government in the Service Agreement Fund effective July 1, 2020.

THEREFORE:

The Parties hereby agree the allocation of the Service Agreement Fund will be as follows:

1. An Education Fund whose purpose is to assist in the upgrading job-related skills and education of the employee.
2. A Professional Development Fund with the purpose to encourage employees to participate in school or district professional development sessions (self-directed professional development is excluded). Employees attending professional development days will be paid for the full hours of the programming at their regular rate of pay.
3. First Aid Attendants will receive an increased hourly premium of one dollar (\$1.00) per hour.

Education Fund

1. An Education Fund whose purpose is to assist in the upgrading of job-related skills and education of the bargaining unit including, but not limited, to: Education Assistant Certification, Early Childhood Education Certification, driver training, and other professional education initiatives.
2. The Fund may be used to compensate employees their regular hours while on leave of absence to attend education or training.

3. The Employer shall dedicate \$7,610.00 per year into the Education Fund.
4. The Parties shall convene a Service Improvement Committee composed of two Union representatives and two Employer representatives.
5. The Service Improvement Committee shall receive applications from the members of the bargaining unit for training and educational proposals. The committee shall decide which proposals shall receive funding based on operational needs of the District as well as equity issues and other criteria that the committee may develop and revise from time to time. In the event the committee is unable to agree, the Superintendent of Schools will have the final decision.
6. Any unused funds at the end of the school year shall roll over and be added to the fund available in the subsequent year.

Professional Development Fund

1. The Employer shall dedicate \$5,160.00 per year into the Professional Development Fund.
2. Once this Fund is in excess of \$10,000.00, the Service Improvement Committee will meet to determine whether or not a portion of these funds are to be transferred to the Education Fund.
3. The Employer shall provide the Union with a report setting out the amount of funds transferred, if any, as soon as practical following the end of the school year.

First Aid Premium

1. The Employer shall dedicate \$2,230.00 to compensate designated First Aid Attendant's one dollar (\$1.00) per hour.

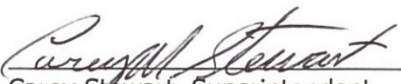
Signed this 20th day of January, 2020

For the Employer:


 Roeland Denooij, Chair
 Board of Education (Haida Gwaii)

For the Union:


 Ken Evans, President CUPE Local 2020


 Carey Stewart, Superintendent
 School District No. 50


 Heather Corkum
 CUPE National Representative