

# COLLECTIVE AGREEMENT

*Between*

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

*And*

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 593

JULY 1, 2019 to JUNE 30, 2022

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This Agreement made and entered into effective July 1, 2019 to June 30, 2022

**BETWEEN:**

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

(Hereinafter called the "Board")

PARTY OF THE FIRST PART

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL NO. 593

Chartered by the Canadian Union of Public Employees  
and affiliated with the Canadian Labour Congress

(Hereinafter called the "Union")

PARTY OF THE SECOND PART

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**PREAMBLE**

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

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

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

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

## **ARTICLE 1 – TERM OF AGREEMENT**

- 1.1 This Agreement shall be for the period from and including July 1, 2019 to and including June 30, 2022 and from year to year thereafter subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of this Agreement (June 30, 2022) or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.
- 1.2 Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:
- a) The Union shall go on strike or
  - b) The Board shall lock out its employees, or
  - c) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement.
- whichever is the earliest.
- 1.3 The parties hereto agree to the exclusion of the operation of Section 50, subsections (2) and (3) of the Labour Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

## **ARTICLE 2 – DEFINITIONS**

- 2.1 “Employee” shall mean a person who is an “Employee” as defined in the Labour Relations Code of British Columbia.
- 2.2 “Probationary Employee” shall mean a person serving an initial trial period of three (3) calendar months, from date of hire, to determine suitability for employment as an “employee”.
- 2.3 “Regular Employee” shall mean an employee, who has successfully completed the probationary period and who is employed on a regular full time or part time basis.
- 2.4 “Term Employee” shall mean a regular employee, full and part time, who works the school year only.
- 2.5 “Substitute Employees” shall mean an employee who substitutes for a regular, probationary, or temporary employee on a day to day basis.

- 2.6 “Temporary Employee” shall mean a person employed in a non-continuing capacity.

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

### **ARTICLE 3 – RECOGNITION AND NEGOTIATIONS**

- 3.1 The Board recognizes the Canadian Union of Public Employees, Local No. 593, as the sole and exclusive collective bargaining agency for the employees within School District No. 75 (Mission) except teachers as defined in the *School Act* and those excluded by the Labour Code of British Columbia and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.
- 3.2 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, or in emergencies when regular or term employees are not available.
- 3.3 No employee shall be required or permitted to make any written or verbal agreement with the Board or their representatives which may conflict with the terms of this Collective Agreement.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 Except as otherwise provided in this Agreement the management, supervision and control of the Board’s operation and the direction of the working force shall remain the exclusive function of Management provided that such management and direction will not be used for the purpose of discrimination against employees and does not contravene the express provisions of this Agreement.
- 4.2 The questions of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

### **ARTICLE 5 – UNION SECURITY**

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



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

## **ARTICLE 6 – CHECK-OFF OF UNION DUES**

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

## **ARTICLE 7 – LABOUR MANAGEMENT RELATIONS**

### 7.1 Representation

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

### 7.2 Joint Bargaining Committee

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

### 7.3 Function of Joint Bargaining Committee, etc.

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

### 7.4 Representative of Canadian Union of Public Employees

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

7.5 Meeting of Committee

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

7.6 Labour/Management Committee

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

7.7 Time Off For Meeting

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

7.8 Information Exchange

- (a) The Board and the Union agree to provide each other with all necessary information for the purpose of Collective Bargaining and grievance investigations subject to the *Freedom of Information and Protection of Privacy Act*.
- (b) All requests for factual information pertaining to grievances should be made in writing by the Union to the Secretary Treasurer or designate.

**ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION**

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

8.2 Grievance Procedure

(a) **Step 1**

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

(b) **Step 2**

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

(c) **Step 3**

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

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

8.3 **Arbitration**

- (a) A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairperson. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson.
- (b) The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairperson shall be shared equally between the parties.
- (c) Within fourteen (14) days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.
- (d) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Board to reinstate the employee and pay to the employee a sum equal to wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable, or make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement between the parties.

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

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

#### 8.4 Witnesses

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

#### 8.5 Adverse Report

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

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

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

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

#### 8.6 Investigation Timelines

All investigations shall be conducted in a timely manner and shall be completed as soon as is reasonably possible.

### **ARTICLE 9 – SENIORITY**

#### 9.1 Seniority Defined

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

## 9.2 Seniority List

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

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

- (a) Showing the date on which each employee's service commenced as a probationary employee,
- (b) Showing the date the calculation of applicable benefits. The time worked as a substitute or temporary employee in the twelve (12) month period prior to a probationary appointment, shall be converted to full time equivalent to determine a "benefit" date. This conversion to full time equivalent is done on the date of probationary appointment.
- (c) Benefits as specified in this clause are:
  - i) Sick leave to be calculated on a pro rata basis
  - ii) Annual vacation calculated retroactively to the date of seniority
  - iii) Seniority – part day is considered to be equivalent to a full day for the purpose of seniority.

## 9.3 Probationary Employees

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

## 9.4 Substitute Employees

- (a) Substitute and temporary employees shall accumulate seniority as noted in 9.4(b). Term employees, at their option, shall be placed on a call-out list for the winter, spring and summer breaks. The substitute call-out application form will be made available to all employees on or before May 15<sup>th</sup>.
- (b) Substitute and temporary employees shall be placed on the seniority list when they have completed ninety (90) working days, including paid statutory holidays, in the preceding twelve (12) months. The date of commencing work for seniority purposes shall be eighteen (18) weeks, prior to the day on which the employee became eligible for inclusion on the seniority list. This article will not operate retroactively. When a substitute or temporary employee attains a permanent position, seniority shall be governed by Article 9.2 (a) (b) and (c).

## 9.5 Loss of Seniority

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

- (a) The employee is discharged for proper cause and is not reinstated
- (b) The employee resigns in writing
- (c) The employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible.
- (d) The employee is unsuccessful in obtaining a posting under the provisions of Article 10 within two (2) years after being laid off.
- (e) The employee elects to receive severance pay under paragraph 9.6 of this Article.

## 9.6 Severance Pay

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

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

# **ARTICLE 10 – PROMOTIONS AND STAFF CHANGES**

## 10.1 Job Postings

- (a) When a vacancy occurs or a new position is created, or an existing part time position increases to six (6) hours or more per day, or where a term position increases to a regular position, either inside or outside the bargaining unit, the Board shall notify the Union in writing, post notice of the position in all district sites and on the Board website for a minimum of ten (10) calendar days.
- (b) When no internal application for a position has the required qualifications, at its discretion, the Employer may elect to repost the position internally. If the Employer chooses to repost, the posting shall state that the Employer will consider applications where the senior employee has a combination of education and experience and is willing to complete any required course work, and the Union will be notified.

- (c) When school is not in session during summer, spring and winter breaks, copies of postings will be sent to the Union and be posted in the School District office. Listings of postings shall be available on the Board's website.
- (d) It is agreed between the parties that, should the necessity arise, the vacancy or new position may be filled on a temporary basis for a period not exceeding twenty (20) working days while filling the vacancy; however, due to unusual circumstances, this period may be extended by mutual consent.
- (e) All temporary positions in excess of thirty (30) working days shall be posted in accordance with this article. Such positions may be filled by either a temporary, part-time or regular employee. At the end of the term of such posting, the part-time or regular employee shall return to their previous position without loss of seniority or benefits.
- (f) All pay rates and hours of work pertaining to promotions and transfers shall become effective the date of appointment to the position. The start date will be subject to the training, orientation and any other needs as required by the employer.

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

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

## 10.2 Information in Postings

Such notice shall contain the following information:

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

## 10.3 Outside Advertising

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

## 10.4 Recognition of Seniority

Both parties recognize:

- (a) The principle of promotion within the service of the Board
- (b) That job opportunity should increase in proportion to length of service.

#### 10.5 Method of Making Appointments

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

#### 10.6 Trial Period

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

#### 10.7 Education Assistants

- (a) Job postings shall be awarded pursuant to Article 10 of the Collective Agreement.
- (b) During the course of the school year, an Education Assistant may post to another position. If it would be detrimental to the continuity of the provision of the educational program for the special needs student for the Education Assistant to move to the other position immediately, the Education Assistant shall continue in the current work assignment. The Education Assistant shall be assigned to the posted position as soon as possible. In the interim period the Education Assistant shall be compensated based on the wage rate, hours of work and benefits associated with the posted position.
- (c) If a student with special needs transfers to another school during the course of the school year, the Education Assistant working with the student may be reassigned to the other school without posting if it is necessary in order to maintain the continuity of the provision of the educational program for the special needs student. If the Education Assistant considers the transfer to be an undue hardship, the Employer and the Union shall meet to implement alternative arrangements.

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



(d) When posting a gender specific Education Assistant position, the Board will consider the student's needs using the following criteria:

- i) The age and development of the student
- ii) The level of personal care required
- iii) The obligation to provide dignified and sensitive care.

Prior to posting a gender specific Education Assistant position, the Board agrees to meet with CUPE to discuss the applicability of the criteria used in determining the need for such a position.

(e) If an Education Assistant is laid off during a school year, the Education Assistant shall exercise bumping rights in the following order:

- i) The Education Assistant may bump pursuant to the terms of the Collective Agreement if the continuity of the provision of the educational program for the special needs student is not a concern
- ii) The Education Assistant will be classified as a Spare Board employee for the remainder of that school year. As a Spare Board employee, the Education Assistant will continue to accrue seniority and will be assigned the same number of hours of work (as a first callout for casual work) that the employee was entitled to prior to layoff.

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

## **ARTICLE 11 – LAYOFFS AND RECALLS**

### **11.1 Definition of Layoff**

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

The incumbent employee has the option to:

- (a) Accept the reduction and remain in the position, or
- (b) To exercise their seniority rights as per Article 11.2 – Layoff and Recall Procedures.

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

#### 11.2 Layoff and Recall Procedure

- (a) Both parties recognize that job security should increase in proportion to seniority. An employee, upon notice of layoff, may exercise their right to bump based on seniority.
- (b) Employees on layoff shall view all postings on the Board's website and shall be entitled to apply for such vacancies pursuant to Article 10 (Job Postings).

#### 11.3 No New Employees

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

#### 11.4 Notice of Layoff

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

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

#### 11.5 No Notice of Layoff

The provision of Article 11.4 shall not apply to:

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

#### 11.6 Bumping Process

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

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

No employee will be required to cross into another classification.

## 11.7 Callout Procedure for Laid Off and Substitute Employees

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

- i) Qualified laid-off regular and term employees, by seniority and by rotation
- ii) Qualified regular and term employees with part-time work assignments less than one hundred percent (100%) of their pre-layoff position for a four (4) year period from the date of layoff. Extension by mutual agreement will not be unreasonably denied. Work will be offered up to a maximum of the employee's pre-layoff position by seniority and by rotation
- iii) Qualified substitute employees (casuals) in accordance with the Collective Agreement. Qualified casual employees will be called out by rotation. The Employer may select employees out of rotation as deemed necessary. When time permits, the Employer will notify the Union when conducting call-outs out of rotational order.

(b) Outside of the school year, in each classification group, call out priority will be:

- i) Qualified regular or term employees will be called before a casual to cover hours at their current worksite
- ii) Qualified regular term employees who have requested to be placed on the substitute list during the non-teaching periods, by seniority and by rotation
- iii) Qualified substitute employees (casuals) as per 11.7(a)(iii).

## **ARTICLE 12 – HOURS OF WORK**

- 12.1 The regular work week for employees other than those listed below shall not exceed eight (8) consecutive hours per day, exclusive of meal time, or forty (40) hours per week, Monday to Friday inclusive.
- 12.2 The regular work week for assistants and clerical staff shall not exceed seven (7) consecutive hours per day, exclusive of meal time, or thirty-five (35) hours per week, Monday to Friday inclusive.
- 12.3 All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) week shall be paid at time and one-half (1½T) the regular hourly rate for the first two (2) hours and double the regular hourly rate thereafter. All time worked on the first and second rest days shall be paid at double the regular hourly rate.
- 12.4 All time worked in excess of seven (7) hours in any one (1) day for assistants and clerical staff or in excess of thirty-five (35) hours in any one (1) week shall be paid at time and one-half (1½T) the regular hourly rate for the first two (2) hours and double the regular hourly rate thereafter. All time worked on the first and second rest days shall be paid at double the regular hourly rate.

- 12.5 All time worked in excess of seven (7) hours in any one (1) day for Youth Care Workers or in excess of thirty-five (35) hours in any one (1) week shall be paid at time and one-half (1½T) the regular hourly rate for the first two (2) hours and double the regular hourly rate thereafter. All time worked on the first and second rest days shall be paid at double the regular hourly rate.
- 12.6 In the event that a Youth Care Worker is required to participate in an overnight activity, that employee shall be entitled to one (1) day off with pay for each overnight worked, at a time selected by the employee and the employer.
- 12.7 An employee shall be given the choice of cash payment or time off for overtime.

12.8 Banked Overtime

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

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

Such leave shall be taken at a time selected by the employee and the employer.

Banked overtime shall be based upon that employee's regular work week (i.e. a four (4) hour per day employee can bank eighty (80) hours).

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

12.9 Banking of Additional Regular Hours

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

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

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

- 12.10 All employees shall work on all non-instructional days.
- 12.11 Overtime work shall be divided equally among the employees in the unit who are willing and capable to perform the work that is available. Each department shall maintain an internal record of all overtime assigned and such record shall be made available to the Union upon request and with reasonable notice.
- 12.12 Prior authorization in writing must be obtained from the Department Head concerned, for employees to be paid for time worked in excess of the regular number of hours for the position.

- 12.13 Employees working a regular shift where the major portion of the employee's shift, other than bus drivers, occurs after fifteen hundred (1500) hours, shall be paid for eight (8) hours, inclusive of a one half (1/2) hour meal time.
- 12.14 Where a major portion of an employee's shift, other than bus drivers, occurs after fifteen hundred (1500) hours, employees shall be paid a shift differential of three (3%) percent of their hourly rate per hour for the entire shift worked.
- 12.15 Four Hour Minimum Work Day
- (a) The Employer is committed to providing a minimum of four (4) hours of work for a probationary, regular or term employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (b) Exemptions from the four (4) hour minimum:
- i) Supervision Assistants
  - ii) small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
  - iii) other positions by mutual agreement.
- (c) The four (4) hours shall be consecutive but may exclude a meal period up to one (1) hour or shorter period as defined elsewhere in the Collective Agreement.
- (d) Bus drivers are exempt from the requirement for consecutive hours.
- (e) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.
- 12.16 Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.
- 12.17 A call-out shall mean a request by the Board to an employee to work anytime outside such employee's regularly scheduled working hours and shall receive a minimum of four (4) hours pay at the prevailing overtime rates.
- 12.18 All employee's shall be permitted a rest period of fifteen (15) consecutive minutes, both in the first and the second half of a normal working day or shift providing the first or second half of a normal working day or shift is a minimum of two and one half (2½) hours.
- 12.19 Seniority shall determine shift preference, subject only to ability to perform the job required.

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

12.21 Inclement Weather

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

The Board will identify employees from the Facilities Department who are critical to the maintenance and preparation of schools for reopening. If an inclement weather event occurs at a time that negatively impacts the payroll process, the employer will identify payroll staff necessary to process payroll. These individuals shall report to work, will be paid for the day's wages plus overtime if applicable, and will receive time off in lieu for the time worked.

**ARTICLE 13 – GENERAL HOLIDAYS**

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

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

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

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

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

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

- 13.4 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Board.
- 13.5 If an employee is required to work on the day given in lieu of a statutory holiday, the employee shall be paid in accordance with Article 13.3 above.
- 13.6 Regular part time employees shall be paid for statutory holidays on the following basis:
- (a) Where an employee works five (5) days per week, payment shall be received for the statutory holiday as though the employee had worked the normal scheduled hours on that day.
  - (b) All other employees working less than five (5) days per week shall receive payment for the statutory holiday based on the daily average of their total weekly hours.

13.7 Christmas Eve Day

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

## **ARTICLE 14 – ANNUAL VACATIONS**

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

- 14.1 For the purpose of this section "calendar year" shall mean the period January 1 to December 31 inclusive. The length of an employee's annual vacation in any year shall be based on the employee's completed calendar years to December 31, irrespective of whether the vacation is taken before or after that date.
- 14.2 Employees with less than one (1) calendar year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings, whichever is greater. Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at January 1, shall be considered to have completed their first calendar year of service.

- 14.3 Employees shall receive annual vacation at regular rates of pay or the percentage of gross earnings, whichever is the greater, as shown in the following table:

Vacation Pay is Greater of

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

- 14.4 On or before October 31 of each calendar year, the Board shall notify all regular employees of their vacation entitlement, including the vacation pay adjustment from the prior period.

On or before November 15 of each calendar year, employees shall submit their requests for annual vacations and on or before November 30 of each calendar year, the Board shall approve the scheduling of annual vacations for employees. Where an employee has made arrangements for annual vacation which has been approved by the Board and subsequently such employee is required by the Board, due to emergent conditions to change such vacation period, then the employee shall be granted one (1) additional week of vacation pay in addition to their regular entitlement.

- 14.5 When a General Holiday falls or is observed during an employee's annual vacation period, the employee shall be granted an additional day's vacation for each General Holiday in addition to the regular vacation time.
- 14.6 An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Board.
- 14.7 Where an employee commences annual vacation and becomes incapacitated either through illness or injury, the period of incapacity, provided that it extends for three (3) consecutive days or more, will be deemed to be sick leave rather than vacation, always provided that a medical certificate is produced certifying that the employee was, in fact, incapacitated for the period claimed. The vacation period during which the employee was incapacitated shall be taken later, on dates to be mutually agreed upon by the employee and the Department Head.



- 14.8 (a) Term employees may take winter and spring breaks as part of their annual vacation. Balance due may be applied for as per Section 14.4. Should any employee terminate prior to “earning” such vacation days, the employer shall have the right to recover any overpayment.
- (b) Accrued vacation pay balances for term employees will be paid out as part of the last pay period in May of each year.
- 14.9 Vacation pay for employees who change the number of hours of work during the course of the year shall be calculated on a pro-rated basis to the nearest month.
- 14.10 Employees shall be allowed to carry over ten (10) days of vacation to the next year at the rate current when the vacation is taken.

## **ARTICLE 15 – SICK LEAVE PROVISIONS**

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

### 15.2 Sick Leave Defined

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

### 15.3 Sick Leave During Leave of Absence

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

### 15.4 Extension of Sick Leave

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

Any employee who is in the extension of sick leave as defined above, will be required to replenish the credits, prior to reaccessing the sick leave extension provisions.

#### 15.5 Deduction From Sick Leave

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

#### 15.6 Proof of Illness

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

#### 15.7 Sick Leave Records

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

#### 15.8 Family Illness

In the case of illness in the family of an employee, and when no other person at the employee's home can provide for the needs of the employee's ill spouse, parent, brother, sister, child or step-child, mother-in-law, father-in-law, grandparents, grandchildren, son(s)-in-law or daughter(s)-in-law the employee, after informing their supervisor, shall be entitled to use up to a maximum of five (5) days sick leave in any one (1) calendar year.

#### 15.9 Medical Appointments

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

## **ARTICLE 16 – LEAVE OF ABSENCE**

### **16.1 For Union Business**

- (a) The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board, or with respect to a grievance, they shall suffer no loss of pay for time so spent.
- (b) It is agreed that official representatives of the Union be granted leave of absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided not more than five (5) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement. The employer shall continue to pay such employee's wage and benefits and the Union shall reimburse the employer for the equivalent amount of money.
- (c) It is agreed that any employee who is elected or selected for a full time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Board for a period up to two (2) years and shall be renewed thereafter on request during the employee's term of office.

### **16.2 Compassionate Leave**

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

### **16.3 Mourner's Leave**

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

### **16.4 General Leave**

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

- (b) An employee on general leave of absence who wishes to return to work at an earlier date than previously approved by the Board, shall be required to give two (2) weeks notice in writing.
- (c) During the employee's absence, the Board will continue all benefit coverage if the employee requests in writing such a continuation of coverage and pays the full premium, save and except that employees shall not be eligible to continue Municipal Superannuation pension benefits during the period of leave.
- (d) Upon return from general leave, the employee shall be placed in their former position. If the former position no longer exists, the employee shall be placed in a position consistent with the provisions of Article 11 (Layoff and Recall).
- (e) Temporary positions to fill vacancies as a result of employees on general leaves of absence, if they are to be filled, shall be posted.
- (f) An employee on general leave shall continue to accrue seniority to a maximum of one (1) year and thereafter seniority to be retained only.

#### 16.5 Jury or Court Witness Duty

The Board shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Board shall pay such an employee the difference between their normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

#### 16.6 Emergency Services

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

#### 16.7 Special Leave

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

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

- (a) The employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy, provided that regular duties can be carried out.
- (b) All terms and conditions of the *Employment Standards Act*, Pregnancy and Parental Leave, shall apply.

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

#### 16.9 Adoption Leave

- (a) Where an employee seeks leave due to legal adoption, the parental leave provisions of the *Employment Standards Act* shall apply.
- (b) Paid leave up to two (2) days shall be granted to either parent, or both if both are employees of the Board, for adoption interviews and traveling time. In special circumstances this leave may be extended upon request to the Secretary Treasurer or designate.

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

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

#### 16.11 Procedure Upon Returning From Pregnancy/Parental/Adoption Leave

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

#### 16.12 Paternity Leave

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

**ARTICLE 17 – PAYMENT OF WAGES AND ALLOWANCES**

17.1 Pay Days

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

17.2 Equal Pay for Equal Work

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

17.3 Part Time Employees

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

17.4 Pay During Temporary Transfers

When an employee with the prior approval of the Department Head, temporarily substitutes in, or performs the principal duties of a higher paying hourly position, the employee shall receive the rate for the higher paying job immediately upon assuming that new position. It is understood that temporary transfers under this article shall be for a minimum of one (1) day. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid, from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

17.5 First Aid Attendant(s)

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

		<u>Effective July 1, 2020</u>
Level I	\$ .50	<u>\$.75</u>
Level II	\$ .65	<u>\$1.00</u>
Level III	\$ .85	<u>\$1.25</u>

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

No present incumbent shall incur a premium reduction.

- (b) Eligible employees for this designation will be limited to staff employed at the school in question whose shift coincides with the hours school is in session.
- (c) The Industrial First Aid position will be posted as a separate item and will not be attached to the position the incumbent holds.
- (d) Selection criteria for the position in order of priority would be based upon:
  - Certification
  - Seniority
  - Commitment to the earliest possible certification
- (e) In the event that an employee should not obtain the certificate at the conclusion of the course, the Board reserves the right to re-post the position.

#### 17.6 Overtime Meal Allowance

Employees required to work in excess of two (2) hours overtime in any day or shift shall be paid an additional one-half ( $\frac{1}{2}$ ) hours pay in lieu of meal allowance.

#### 17.7 Educational Allowances

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

The Board will provide one (1) day off with pay to study for the examination.

The Board will pay any course registration fees required to acquire or maintain the appropriate Occupational First Aid certification.

17.8 Service Improvement Allocation

The parties agree that the Local Bargaining Funds of \$80,617.72 as referenced in item 3 of the Provincial Framework Agreement, shall be allocated as follows effective July 1, 2020:

1.	<u>17.5</u>	<u>First Aid allowance increases</u>	<u>\$ 6,000.00</u>
2.	<u>17.11 (h)</u>	<u>Boot Allowance increase</u>	<u>\$ 3,000.00</u>
3.	<u>17.11 (j)</u>	<u>Footwear allowance (new)</u>	<u>\$ 4,500.00</u>
4.	<u>17.9</u>	<u>Learning Enhancement Fund</u>	<u>\$ 67,117.72</u>

The District is under no obligation to expend more than the Service Improvement Allocation of the \$80,617.72 per year. Any funds from the above categories unspent at the conclusion of the year will remain in the Learning Enhancement Fund, and roll over to the following year.

17.9 Learning Enhancement Fund

The Joint Labour Management Committee will set out the Terms of Reference and administer the Learning Enhancement Fund. The funds will be used to provide access to professional learning and training/skills upgrading, or to provide access to specific training as agreed to by the Committee. The funds will not be used to provide in-service training, or other employer provided professional development.

Effective July 1, 2020, all Regular and Term employees are eligible to access the funds through measures established by the Committee. Any remaining funds available at the conclusion of the year will be rolled over to the following year.

17.10 Car Allowance

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

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

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

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

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



- i) Employees who are required to use their vehicles on Board business more than six (6) days per calendar month
  - ii) Employees by reason of being scheduled at more than one (1) work location in a work day
  - iii) An employee who is authorized to use their own vehicle for Board business shall be paid by the Board the amount of any Driver Accident Premium which may be assessed as a result of any accident during such use provided that the employee is not more than fifty percent (50%) to blame for the accident.
- (e) When an employee's vehicle is damaged while on Board business, the Board of School Trustees will reimburse the employee up to the deductible amount stipulated in the employee's ICBC comprehensive option, to a maximum of three hundred dollars (\$300) or the deductible established by Board Policy, whichever is greater. Such reimbursement will be made upon presentation to the Board of an insurance invoice from ICBC.

#### 17.11 Uniform and Clothing Allowance

Employees hired on a regular basis as:

- (a) Maintenance, Grounds and IT – rain gear as required
- (b) Mechanics – Three (3) pairs of coveralls per week (rental and laundry service provided by employer).
- (c) Painters and/or welders shall be provided with one (1) pair of coveralls per year.
- (d) Other Maintenance and Engineering personnel shall be provided with one (1) pair of coveralls per year as required.
- (e) Education Assistants – Protective smocks, aprons, aqua shoes, and gloves will be provided as required and funds to be provided for swimsuits not to exceed one hundred dollars (\$100.00) per year as required.
- (f) Lab Assistants – Rubber smocks and gloves will be provided as required.
- (g) Bus Drivers – Coveralls and rain gear will be provided as required.
- (h) Those employees mandated by the Workers' Compensation Board to wear safety boots shall, upon permanent hire, be reimbursed to a maximum of one hundred dollars (\$100.00) per year for the purchase of safety boots upon submission of proof of purchase.

Effective July 1, 2020 the maximum boot allowance will increase to one hundred and fifty dollars (\$150.00) per year.

- (i) When the Board requires employees to wear specific clothing such as uniforms, the Board shall pay the cost of the purchase, repair, replacement and cleaning of such clothing.
- (j) Effective July 1, 2020, Building Service Workers, upon permanent hire, will be reimbursed to a maximum of one hundred dollars (\$100.00) per year for the purchase of appropriate safety footwear upon submission of proof of purchase. Such footwear should provide adequate support, sufficient toe protection, and grip.

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

18.1 The JJEC shall maintain the pay equity program by:

- (a) Evaluating all the jobs using the Job Evaluation Manual
- (b) Maintaining the integrity of the program
- (c) Recommending changes to the Job Evaluation Manual, its procedure or methods, as may be deemed necessary from time to time, to the parties
- (d) A copy of the Memorandum of Agreement re: Pay Equity Implementation and Maintenance Agreement will be available at the CUPE 593 and Board of Education offices.

## **ARTICLE 19 – TECHNOLOGICAL AND OTHER CHANGES**

### 19.1 Technological Change

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

### 19.2 No Dismissals

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

### 19.3 Training Program

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

### 19.4 Additional Training

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

### 19.5 No New Employees

No additional employees shall be hired by the Board until the employees already working shall be notified of the proposed technological changes and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

19.6 Once a change has taken place and all moves have been completed, employees of the Board who were not affected shall be given the opportunity to be trained on the equipment to cover the eventuality of job vacancies occurring. Such training shall be given on a seniority basis and be available to all employees.

## **ARTICLE 20 – JOB SECURITY**

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

## **ARTICLE 21 – HEALTH AND WELFARE BENEFITS**

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

### 21.2 Municipal Pension Plan

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

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

- (c) Employees on the Municipal Pension Plan shall not be removed from the Plan because of a reduction in hours from full time.
- (d) Employees who work less than full time shall be included in the Municipal Pension Plan at the employee's option. If the employee chooses to decline the opportunity to participate in the Plan, he or she must sign a waiver form.

### 21.3 Retirement and Death Benefits

- (a) "Retirement" shall be defined as an employee leaving the services of the Board in accordance with the provisions of the Municipal Pension Plan, and shall apply to all employees as though contributing under the aforesaid Act.
- (b) "Day's Pay" shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee is regularly employed.
- (c) Due sick pay to a maximum of seventy-five (75) days and one (1) month's salary shall be allowed as follows:
  - i) To a regular employee in the case of death on whose behalf the Board has not contributed to the Municipal Pension Plan
  - ii) To a regular employee in the case of death on whose behalf the Board is contributing to the Municipal Pension Plan, but who has not completed ten (10) years service
  - iii) To a regular employee in the case of retirement on whose behalf the Board is not contributing to the Municipal Pension Plan and who has completed five (5) years service.
- (d) In addition to the above provisions, all employees upon retirement at the qualifying ages laid down in the Municipal Pension Plan with the minimum of ten (10) years service in the School District, shall receive thirty percent (30%) of their unused accumulated sick leave unless they have had deductions pursuant to 21.3 (c). If they have received seventy-five (75) days per 21.3 (c), they receive unused accumulated sick leave minus seventy-five (75) days, then thirty percent (30%) of that amount. Such amount to be paid either as a lump sum or for the School District to purchase an annuity on their behalf.
- (e) In the event of death before severance, all accrued retirement and death benefits shall be paid to person(s) designated, or failing any designated person(s), to the employee's estate.

### 21.4 Group Insurance Benefits

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

- (a) Medical Services Plan – one (1) month waiting period

- (b) Extended Health Plan (including Vision Care and Hospital Co-Insurance)
  - One (1) month waiting period
- (c) Life Insurance (\$50,000 policy) or one and one half (1½) times basic annual earnings, whichever is greater – completion of probationary appointment
- (d) Dental Plan Coverage – completion of probationary appointment
  - Plan ‘A’            100%
  - Plan ‘B’            80%
  - Plan ‘C’            Orthodontic – 50% coverage with a \$1,500 lifetime maximum

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

21.5 Supplementation of Compensation Award

An employee prevented from performing their regular work with the Board on account of an occupational accident that is recognized by the Workers’ Compensation Board as compensable within the meaning of the *Workers Compensation Act*, shall receive from the Board the difference between the amount payable by the Workers’ Compensation Board and their regular salary; provided however, that such difference shall be deducted from the employee’s accumulated sick leave credits, such sick leave credits shall not exceed seventy-five (75) days.

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

21.7 Employee Assistance Plan

The Board agrees to provide an Employee Assistance Plan.

The Board shall pay eighty percent (80%) of the cost of this plan.

21.8 Benefit Eligibility

- (a) Provided there is no cost to the Board and if the carriers agree the Board will continue all benefit coverage if the employee requests, in writing, such a continuation of coverage and pays the full premium, while on general leave.
- (b) Temporary employees employed for a full school term or longer will be provided with the following supplementary benefits:
  - i) The same Group Insurance Benefits as provided by Article 21.4
  - ii) Sick leave allowance of one and one-half (1 ½) days per month worked. Sick leave provisions as provided in Article 15.2, 15.3, 15.5, 15.6, 15.7
  - iii) Leave of absence as provided in Article 16.2 and 16.5.

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

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

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

**ARTICLE 22 – SAFETY AND HEALTH**

22.1 Cooperation on Safety

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

22.2 Health and Safety Committee

(a) Joint Occupational Health and Safety (JOHS) Committees shall be established at every work site as required by Worksafe BC legislation and regulations. The Committee will include representatives of the Employer, CUPE, and the Mission Teachers Union (MTU) at sites where MTU members work.

(b) A District Health and Safety Advisory Committee shall be established to advise the Employer on the District Health and Safety program. The Committee shall operate within the 2019/2020 agreed upon Terms of Reference. Any alterations shall be agreed to by all parties, in accordance with Worksafe BC requirements. Minutes of the District Health and Safety Advisory Committee shall be taken of all meetings and a copy of the minutes shall be sent to the Board and the Unions.

22.3 Violence In the Workplace

(a) Definition

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

(b) Reporting Violent Incidents

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

22.4 Safety Measures

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

## 22.5 Right to Refuse

- (a) No employee shall carry out or cause to be carried out, any work process or operate or cause to be operated, any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (b) No employee shall be discharged, penalized or subjected to disciplinary action for compliance with the foregoing paragraph or an order made by an officer of the Workers` Compensation Board.
- (c) An employee who refuses work under this clause shall be reassigned to alternate work until the matter is resolved and no other employee shall be required to do the work which was refused.
- (d) It is agreed that the Central Air Systems be left on, one hundred percent (100%) until employees have completed their shift.

## 22.6 Investigation of Accidents

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

## 22.7 Pay For Injured Employees

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

## 22.8 Transportation of Accident Victims

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

## 22.9 Disclosure of Information

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

## 22.10 Student Medication and Medical Procedures

- (a) The Board, after consultation with parents, family physicians, the public health nurse and the medical health officer, shall ensure that schools have systems for administering medication and other medical procedures.
- (b) Such systems will include provision for the following:
  - i) Employees, including substitutes, will receive child specific training by appropriate health care professionals. No such employee shall be required to perform medical procedures until after having received such training
  - ii) A record of training shall be maintained by the employer. The Union shall receive a copy of the record of training once a year
  - iii) On-going evaluation of training shall be conducted by the appropriate health care professional
  - iv) All procedures shall be in accordance with Inter-Ministerial protocols and updated as required.
- (c) Where medical procedures such as tube feeding, injections or other equivalent medical procedures become part of the required duties of a position then the individual in that position shall have the option of remaining in that position or receiving layoff notice.

## 22.11 Communicable Diseases

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

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

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

## **ARTICLE 23 – PRESENT CONDITIONS AND BENEFITS**

### 23.1 Present Conditions to Continue

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



## 23.2 Continuation of Acquired Rights

- (a) All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Board, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiation.
- (b) In the event that the School District is amalgamated or merges with any other body, the Board will undertake to encourage the new District and/or Region to implement the provisions of the current Collective Agreement, unless the terms of any agreement which the merging District and/or Region has are superior to the working conditions in the current Collective Agreement. In such case the Board will endeavour to have the conditions of the merging agreement apply. The Board will also make every effort to have the seniority rights of employees protected at the time that the merger occurs.

## **ARTICLE 24 – CROSSING OF LEGAL PICKET LINES**

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

## **ARTICLE 25 – SATURDAY AND SUNDAY USE OF BUILDING**

- 25.1 In those schools which are opened on Saturday or Sunday for public recreation or educational purposes, or where transportation is required, it is agreed that no present employee will be required to work on Saturdays or Sundays. These vacancies will be posted as permanent full time positions; five (5) days per week with two (2) consecutive days off.
- 25.2 Should it become necessary for a regular employee to work on a normal rest day for any reason whatsoever, the normal overtime provisions shall prevail.

## **ARTICLE 26 – GENERAL CONDITIONS**

### 26.1 Notification of Personnel Change

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

26.2 Transfers Outside Bargaining Unit

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

26.3 Proper Accommodation

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

26.4 Bulletin Boards

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

26.5 Tools

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

26.6 Fire Insurance

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

26.7 Indemnity

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

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

26.9 Bank Deposits

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

#### 26.10 Internal Mail

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

#### 26.11 Purchase Plan for Equipment

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

- (a) The rate of interest shall be five and one quarter percent (5.25%).
- (b) Payment shall be made by equal monthly deductions over two (2) years provided that the purchase is in excess of five hundred dollars (\$500.00).

#### 26.12 Personnel Records

- (a) After receiving a request from a CUPE employee, the Secretary Treasurer or designate shall grant access to that employee's file as soon as is reasonably possible.
- (b) At no cost to the Board an appropriate Board official, and if requested by the employee a CUPE representative shall be present when an employee reviews their file.
- (c) An employee shall have the right to make a copy of any material contained in their personnel record.

#### 26.13 Dues Receipts

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

### **ARTICLE 27 – SEXUAL AND PERSONAL HARASSMENT**

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

- 27.4 An employee being harassed shall not be forced to transfer unless the employee specifically consents to the transfer. Such a transfer shall not result in a lesser hourly rate of pay, wages or hours of work.
- 27.5 In the first instance the alleged complaint shall be dealt with by the Secretary Treasurer or designate and the President of the Union.
- 27.6 Falsely Accused Employee
- (a) When an employee has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and
- i) an investigation by the Board has not concluded that the accusation is true; or
  - ii) an Arbitrator considering discipline or dismissal of the employee finds the accusation to be false; the employee shall be entitled to assistance from the Board as provided in this Article.
- (b) The employee and the employee's family shall be entitled to all reasonable specialist counselling and/or medical assistance to deal with negative effects of the allegations.
- (c) The employee shall be assisted to the fullest extent possible by the Board in assuring successful return to their duties. This shall include any necessary leave of absence with pay, upon receipt of medical certificate; first priority for transfer to any vacant position requested by the employee, for which the employee is qualified; and, where requested by the employee, provision of factual information to parents by the Board.
- (d) The disposition of the student making the false accusation shall be made by the Board in consultation with any agency, group or individual the Board deems appropriate. The CUPE Local 593 President shall be consulted as part of this process.

## **ARTICLE 28 – CALCULATION OF EXCLUDED EMPLOYEES SENIORITY**

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

- 28.3 If an excluded employee who was originally employed within the CUPE bargaining unit returns to a bargaining unit position (per Article 28.2), they shall have their previous seniority reinstated. However, the employee's years of service with the Board will be recognized for purposes of benefits calculation (Article 14 – Vacation, Article 15 – Sick Leave Provisions and Article 21 – Health and Welfare Benefits).
- 28.4 If an employee is the successful applicant to a temporary excluded position they shall retain but not accrue seniority during the temporary assignment. However, upon their return to the bargaining unit, the employee's years of service with the Board will be recognized for the purposes of benefits calculation (Article 14 – Vacation, Article 15 – Sick Leave Provisions and Article 21 – Health and Welfare Benefits). During that temporary period the employee will be required to pay dues and assessments to the Union. At the end of the temporary assignment, the employee shall return to their previous position and all other employees temporarily transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority, benefits or wages.
- 28.5 The temporary period shall not exceed twelve (12) months unless such period is extended by mutual consent, in writing, by both parties.

## **ARTICLE 29 – WAGES**

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

### Definition

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

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

## **SPECIAL PROVISIONS**

### 1. Building Service Workers

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

- (c) Building Service Workers may change their start time on non-instructional days when no students are in school (with the exception of winter, spring and summer breaks) provided each of the following are given consideration:
  - i) The Building Service Worker will give to the principal a Shift Change Request Form no less than three (3) working days before the date of proposed change in hours of work
  - ii) It is agreeable to the principal of the school(s) in which the Building Service Worker works
  - iii) Following approval by principal, the approved Shift Change Request Form will be forwarded to the supervising manager
  - iv) The facility is not in use by a school or external group(s)
  - v) The proposed change in hours of work does not interfere with completion of any aspect of the duties which must be fulfilled by the Building Service Worker
  - vi) The number of hours of work put in regular shift be fulfilled by the Building Service Worker.
  
- (d) Building Service Worker weekend shifts for Heritage Park Centre (HPC) shall be assigned on the following basis:
  - i) All regularly scheduled weekend day shifts shall be paid at the employee's regular rate of pay for that position. The shift premium specified under Article 12.13 of the collective agreement shall be applied to all hours worked on Saturday and/or Sunday
  - ii) All regularly scheduled weekend shifts shall not exceed eight (8) hours per day inclusive of a one-half (½) hour meal break
  - iii) The parties agree to the following exemptions:
    - Article 12.1 – Excluding “Monday to Friday inclusive” and
    - Article 12.11 – Overtime during the week shall be shared equally while overtime on Saturday and Sunday shall be assigned to the incumbents of the weekend shifts. Overtime not covered by the incumbents of the weekend shifts will be assigned to other Building Service Worker staff at the HPC.

## 2. Bus Drivers

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

- (b) Bus drivers shall receive a shift differential of three (3%) percent of their hourly rate for the first four (4) hours of the driver's regular shift assignment.
- (c) Up to a maximum of twenty-four (24) work hours will be made available to each bus driver from September 1<sup>st</sup> to the first day of school and/or during Spring Break. The scheduling and nature of such work hours shall be determined by the Transportation Manager or designate. All other time not worked will be taken as vacation and/or as leave without pay.
- (d) Bus drivers will be paid a meal allowance as per Board policy when a bus trip is scheduled during evening meal time after 6:00 pm.
- (e) Bus drivers shall be paid on the basis of eighty-seven (87) hours per month for ten (10) months per year, and shall receive the wage rates, conditions of employment, benefits and prerequisites specified in this Collective Agreement.
- (f) Bus drivers when driving extra trips of more than one (1) days duration shall receive eight (8) hours per day, at prevailing rates, while on stand-by (8:00 a.m. to 5:00 p.m.), exclusive of one (1) hour meal time, plus expenses for meals and accommodation as per Board policy.
- (g) The following additional special provisions shall be applied to the bus drivers when they are called out for school student activities:
  - i) For the purpose of definition, a bus driver's "working day" shall be that period from the commencement of their initial bus run to pick up students in the morning and the completion of their bus run returning those students in the afternoon
  - ii) During their "working day", a bus driver when scheduled for an extra trip shall be paid a minimum of two (2) hours pay at the prevailing hourly rate. Overtime rates will apply as soon as a bus driver exceeds eight (8) hours work during their "working day".
- (h) Late night runs and academies will be assigned to a regular bus run. All extra bus trips will be assigned on a rotational basis, starting with the senior driver. All drivers who choose an extra run which results in the relinquishing of their regular shift shall have hours worked beyond four (4) hours that day recorded as extra shift hours.

- (i) In instances where the Board decides to utilize its school buses for:
  - i) School activities and
  - ii) For travel on Saturday and/or Sunday – then the following rates will apply:
    - 1) First eight (8) hours – straight time regular rate
    - 2) Next two (2) hours – One and one half (1½) times regular rate
    - 3) Ten (10) hours or more – Two (2) times regular rate
  - iii) There will be a guaranteed eight (8) hour day for such work
  - iv) Bus driving hours on Saturday and Sunday shall not be used to calculate normal overtime provisions; specifically eight (8) hours in a day or forty (40) hours in a week.
- (j) Bus drivers shall have the right to claim bus routes according to seniority.
- (k) Bus drivers will be given the opportunity to wash the exterior and interior of school buses at the regular bus driver's rate with the frequency of washing to be at the sole discretion of the Transportation Manager or designate.
- (l) All bus driver's extra time worked shall be recorded on the board in the bus garage at equivalent straight time hours i.e. one (1) hour worked at double time equals two (2) hours straight time.
- (m) Extra trips shall be equalized at the end of each semester (September 1 to December 31, January 1 to March 31, April 1 to June 30).
- (n) The spread of hours worked among the drivers at the end of each semester shall not be greater than ten (10) hours.

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

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

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

### 4. Grounds

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



5. Supervision Assistants

- (a) The rate includes nine percent (9%) payment of their hourly rate in lieu of vacation pay, statutory holidays, and paid leaves of absences. Leaves of absence will be granted at no cost to the Board.
- (b) A Supervision Assistant's primary function is providing supervision during the noon hour period. Any additional supervision needs, e.g. supervision before and after school and supervision during recess periods, shall be scheduled in no less than fifteen (15) minute increments.
- (c) The Board shall pay wages to Supervision Assistants monthly. Wages shall be paid on the fifth working day of each month.
- (d) It is recognized that teachers may also provide supervision pursuant to the *School Act*. This clause is not applicable to these persons.
- (e) Supervision Assistants shall not be paid overtime as a result of work performed by them as a Supervision Assistant.
- (f) Supervision Assistants shall be classified as term employees.
- (g) The successful applicants to the position of Supervision Assistant shall be placed on trial for a period of three (3) calendar months.
- (h) Seniority for Supervision Assistants is applied on a classification only basis. Seniority shall be accumulated on the basis of days and be effective from the date of employment and maintained as a separate list.
- (i) Employees shall be entitled to use their seniority for the following purposes:
  - i) call to work within Supervision Assistant classification
  - ii) location of shift preference within Supervision Assistant classification vacancies.
- (j) Seniority accumulated as a Supervision Assistant shall not be considered in job postings for other job classifications within the bargaining unit. A Supervision Assistant with the required knowledge, ability and skills, for a position in another classification will be considered before an external applicant.
- (k) Substitute and temporary Supervision Assistants shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.
- (l) When a Supervision Assistant is the successful applicant to a regular or term position, their seniority as a Supervision Assistant shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula:

four (4) days worked = one (1) day of seniority

- (m) The employer shall twice yearly, in January and September, update the seniority list and post with a copy to the Union.
- (n) Regular part-time employees who, in addition to their regular part-time position, are successful applicants for the position of Supervision Assistant shall be subject to the terms and conditions as listed in this clause for the hours worked in the Supervision Assistant position only. Such employees, while working in the regular part-time position, shall be subject to the terms and conditions of the Collective Agreement.
- (o) Only the following Articles apply to Supervision Assistants:

Article 1 to 8	Article 11
Article 12.21	Article 18
Article 22 to	Article 26
24 Article 28	Article 29

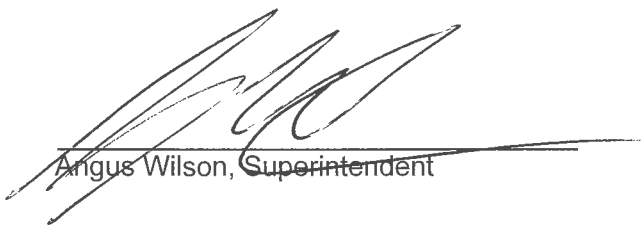
SIGNATORIES

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS

on the 27 day of April, 2020

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

has hereunto affixed in the presence of:

  
\_\_\_\_\_  
Angus Wilson, Superintendent

  
\_\_\_\_\_  
Corien Becker, Secretary-Treasurer

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

  
\_\_\_\_\_  
Faye Howell, President

  
\_\_\_\_\_  
Lynn McCaw, Vice-President

**WAGE SCHEDULE**

	2.00%	2.00%	2.00%
<b><u>CLASSIFICATION</u></b>	<b><u>July 1, 2019</u></b>	<b><u>July 1, 2020</u></b>	<b><u>July 1, 2021</u></b>
Accounts Clerk	\$28.04	\$28.60	\$29.17
Administrative Assistant-Data Systems	\$29.30	\$29.89	\$30.49
Administrative Assistant-Facilities	\$26.79	\$27.33	\$27.88
Administrative Assistant-HR/Sec Treasurer	\$26.79	\$27.33	\$27.88
Administrative Assistant-Indigenous Education	\$25.54	\$26.05	\$26.57
Administrative Assistant-International	\$26.79	\$27.33	\$27.88
Administrative Assistant-IT Department	\$25.54	\$26.05	\$26.57
Administrative Assistant-SBO	\$25.54	\$26.05	\$26.57
Building Service Worker 1	\$22.49	\$22.94	\$23.40
Building Service Worker 2	\$22.65	\$23.10	\$23.56
Building Service Worker 3	\$22.84	\$23.30	\$23.77
Building Service Worker Foreman	\$29.24	\$29.82	\$30.42
Building Service Worker Leadhand	\$23.77	\$24.25	\$24.74
Bus Driver	\$24.10	\$24.58	\$25.07
Bus Driver / Delivery	\$24.10	\$24.58	\$25.07
Bus Driver/Mechanic	\$30.74	\$31.35	\$31.98
Bus Driver/Uncertified Mechanic	\$30.43	\$31.04	\$31.66
Business Coordinator-Middle/Secondary	\$29.30	\$29.89	\$30.49
Business Coordinator-Riverside	\$28.04	\$28.60	\$29.17
Career Advisor	\$26.79	\$27.33	\$27.88
Clerical Assistant-Accounts	\$25.54	\$26.05	\$26.57
Education Assistant	\$26.79	\$27.33	\$27.88
Education Assistant-Complex Behaviour	\$26.79	\$27.33	\$27.88
Education Assistant-Continuing Education	\$26.79	\$27.33	\$27.88
Education Assistant-Employability Skills	\$26.79	\$27.33	\$27.88
Education Assistant-ESL	\$26.79	\$27.33	\$27.88
Education Assistant-International	\$26.79	\$27.33	\$27.88
Education Assistant-Speech Language	\$26.79	\$27.33	\$27.88
Education Assistant-Visually Impaired	\$26.79	\$27.33	\$27.88
Family Place Navigator	\$25.54	\$26.05	\$26.57
Grounds 1	\$22.84	\$23.30	\$23.77
Grounds 2	\$25.19	\$25.69	\$26.20
Grounds Foreman	\$29.24	\$29.82	\$30.42
Indigenous Liaison Coordinator	\$28.71	\$29.28	\$29.87
Indigenous Liaison Worker	\$28.04	\$28.60	\$29.17
IT Electronics/Systems Technician	\$30.64	\$31.25	\$31.88
IT Network/Systems Technician	\$30.01	\$30.61	\$31.22
IT Programming/Systems Technician	\$29.60	\$30.19	\$30.79

**WAGE SCHEDULE**

	2.00%	2.00%	2.00%
<b><u>CLASSIFICATION</u></b>	<b><u>July 1, 2019</u></b>	<b><u>July 1, 2020</u></b>	<b><u>July 1, 2021</u></b>
IT Technical Foreman	\$32.44	\$33.09	\$33.75
IT Technologist-Uncertified	\$23.83	\$24.31	\$24.80
Kitchen Assistant	\$24.27	\$24.76	\$25.26
Lab Assistant	\$28.04	\$28.60	\$29.17
Labourer	\$22.19	\$22.63	\$23.08
Labourer-Facilities	\$22.49	\$22.94	\$23.40
Library Assistant	\$25.54	\$26.05	\$26.57
Maintenance Electrical/Mechanical Foreman	\$33.30	\$33.97	\$34.65
Maintenance Foreman, Construction	\$32.90	\$33.56	\$34.23
Maintenance Trades-Carpenter	\$30.74	\$31.35	\$31.98
Maintenance Trades-Engineering	\$30.74	\$31.35	\$31.98
Maintenance Trades-Painter	\$30.74	\$31.35	\$31.98
Maintenance Trades-Painter Leadhand	\$31.55	\$32.18	\$32.82
Maintenance Trades-Uncertified	\$27.94	\$28.50	\$29.07
Mechanic	\$30.74	\$31.35	\$31.98
Mechanics Foreman	\$32.55	\$33.20	\$33.86
Payroll Clerk	\$28.04	\$28.60	\$29.17
Payroll/Accounting Clerk	\$25.54	\$26.05	\$26.57
Purchasing Coordinator	\$30.74	\$31.35	\$31.98
Receptionist	\$24.27	\$24.76	\$25.26
Secretary-Adult Learning Centre/Riverside College	\$25.54	\$26.05	\$26.57
Secretary-Alternative Education	\$25.54	\$26.05	\$26.57
Secretary-Elementary School	\$25.54	\$26.05	\$26.57
Secretary-International Homestay Support	\$25.54	\$26.05	\$26.57
Secretary-Middle/Secondary School	\$25.54	\$26.05	\$26.57
Secretary-Student Services	\$26.79	\$27.33	\$27.88
Secretary-Summit	\$25.54	\$26.05	\$26.57
Secretary-Transportation	\$25.54	\$26.05	\$26.57
Strong Start Coordinator	\$25.54	\$26.05	\$26.57
Strong Start Facilitator	\$25.54	\$26.05	\$26.57
Strong Start Navigator	\$25.54	\$26.05	\$26.57
Substitute Dispatch Clerk	\$24.27	\$24.76	\$25.26
Supervision Assistant	\$21.79	\$22.23	\$22.67
Transportation Foreman	\$29.24	\$29.82	\$30.42
Visual Language Interpreter	\$26.79	\$27.33	\$27.88
Youth Care Worker	\$30.55	\$31.16	\$31.78

## LETTERS OF UNDERSTANDING

### LETTER OF UNDERSTANDING #1

#### Reimbursement of Sick Leave

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

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

1. For the purposes of this Letter of Understanding, Article 15.5 shall not apply.
2. The Union will be responsible for notifying the appropriate employee supervisor of its intent to utilize an executive member while on sick leave.
3. The employee will submit and attach to the time sheet, a Leave of Absence form, approved by the Union President or designate.
4. The time sheet shall reflect the total hours during the applicable pay period for which the employee was performing union functions while on sick leave.
5. The employer shall invoice the Union for the total hours reported and applicable benefit costs.
6. Upon receipt of payment from the Union, the employer shall credit the employee's sick leave bank for the total hours reimbursed.

Agreed this 1<sup>st</sup> of October, 2019

For the Employer

For CUPE Local 593

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Corien Becker  
Secretary-Treasurer

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Faye Howell  
President

*Created: March 30, 2000*  
*Renewed: January 25, 2013*  
*Renewed: June 25, 2014*  
*Renewed: October 1, 2019*

## LETTER OF UNDERSTANDING #2

### Notice of Contracting Out Capital or Maintenance Projects

1. Prior to tendering a capital or maintenance project or engaging a contractor for a capital or maintenance project the Employer will give notice to the Union of the nature and scope of the capital or maintenance project.
2. A meeting with the Union will be held no later than five (5) working days following the date notice was given in accordance with 1. above.
3. The purpose of the meeting in 2. above is to discuss the intended capital or the maintenance project.
4. In the event that the Union has any objections to the capital or maintenance project discussed in accordance with the above, the Union shall promptly inform the Employer but no later than five (5) working days from the date of the meeting referred to in 2. above.
5. In the event that the Union gives notice of an objection in accordance with 4. above, Mr. Vince Ready or his delegate will be asked to confer with the parties on an expedited basis after which Mr. Ready or his delegate will make recommendations to the parties on the matter.
6. If either party does not accept the recommendations of Mr. Ready or his delegate and if the Union intends to challenge any capital or maintenance project as defined in this Letter of Understanding, any grievance will be initiated no later than five (5) working days from the date of the receipt of recommendations from Mr. Ready or his delegate.
7. Any recommendations of Mr. Ready or his delegate will not be referred to or introduced at any arbitration of a grievance filed as provided for in this Letter of Understanding.
8. Capital projects for the purposes of the above shall mean local capital improvement projects of a non-routine nature. Maintenance projects for the purposes of the above include:
  - a. non-routine maintenance;
  - b. maintenance functions that are part of a capital project;
  - c. in extenuating circumstances where there is a significant volume of routine maintenance functions and there are insufficient facilities personnel to perform the work in a timely and efficient way; and
  - d. non-routine major facility enhancements.
9. Nothing in this process will prevent either the Employer or the Union from being able to rely on any of its rights flowing from the Collective Agreement.

Agreed this 1<sup>st</sup> of October, 2019

For the Employer

For CUPE Local 593

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Corien Becker  
Secretary-Treasurer

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Faye Howell  
President

*Created: June 8, 2017*  
*Renewed: October 1, 2019*

## LETTER OF UNDERSTANDING #3

### Spring Break Minutes – September 2019 to June 30, 2022

The parties to this Letter of Understanding (LOU) are the Board of Education for School District No. 75 (Mission) (hereinafter referred to as "the Employer"), and the Canadian Union of Public Employees Local 593 (hereinafter referred to "the Union") This LOU applies to each school year commencing September 1, 2019 and ending June 30, 2022 except as may otherwise be provided for in the LOU.

The Employer intends to follow an alternate school calendar that includes a two-week Spring Break for each of the aforementioned school years or as may be determined by the Board of Education.

In the event the Board of Education confirms, in writing, of the reversion to a one-week Spring Break, or other school calendar alternatives as may be required, it is understood and agreed that this LOU will cease to have effect and will be null and void. Any outstanding balances in the second week bank (plus or minus) will be collected, paid out or with mutual agreement between the Union and the Employer otherwise reconciled within 30 calendar days.

The intent of this LOU reflects the Boards ongoing commitment that school term support staff should not experience a reduction of income due to the implementation of a two-week Spring Break. Additionally, there are to be no additional costs resulting from the implementation and application of this LOU. For the purpose of this LOU the second week of Spring Break shall be referred to as the "second week".

#### WHEREAS:

- A. Historically the Spring Break in the Mission School District has been for a period of one week.
- B. The Board of Education has passed a motion that will result in the School District having a two-week Spring Break in the 2015 - 2016 school year.
- C. The Union is concerned that its members will either be required to take vacation or to take a leave of absence without pay during the extended Spring Break, resulting in a loss of income.
- D. The Parties wish to reduce or eliminate the impact on CUPE employees by permitting employees to work additional time throughout the school year in order to take the second week of Spring Break off without loss of income.
- E. The Parties have reached an agreement setting out how this will be accomplished.



THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. All term and temporary employees in posted positions, subject to paragraph 2 below, will participate in this Agreement and bank additional time worked to allow them to be paid their regular pay during the second week.
2. Employees in posted positions entitled to receive benefits will be required to participate in this LOU. However, individual employees may apply not to participate in this plan for extenuating circumstances for the 2015/2016 school year only. Applications for exclusion shall be provided upon request from the Human Resources Department. They must apply for exemption on or before June 15th, 2015 to the Human Resources Department for approval. Decision will be rendered no later than June 30th, 2015. Such exempted employees may use vacation and/or other banked time in order to be paid for the period March 21-24, 2016 or they may elect to take the time off without pay.
3. Any employee whose posted position ends prior to Spring Break and has accrued banked time for the second week, shall have that accrual paid out on the payroll proceeding their last day in that position.
4. All schools will be increasing their instructional days throughout the school year to accommodate the reduction of the number of instructional days in the second week.
5. All employees, except approved exemptions for the 2015-2016 school year, will work and bank their additional time during that school year.
6. Each employee in a posted position will work additional minutes per day based on their regular number of assigned hours to achieve the required number of hours to receive pay for the second week as per the attached appendix.
7. Temporary employees employed for a full school year term or longer and are eligible for benefits (Article 21.8) will bank extra minutes worked for the second week.
8. For purposes of this Agreement, it will be assumed that an employee has worked the additional required time when the employee is absent on the following types of approved leave: sick leave, family emergency, compassionate care, jury duty, temporary work site closures pursuant to Article 12.21, time on an approved WCB claim and full-day leaves for union business.
9. When an employee commences working in a posted position after the commencement of the school year and before the second week, their pay for the second week will be paid and be prorated based on the assigned hours per week.
10. If an employee commences working in a posted position after the second week, they will be paid for all minutes worked on their by-weekly pay until the end of the school year.
11. Employees, who resign, are terminated or on an approved unpaid leave of absence from the School District after the second week, but before the end of the school year, will have their second week bank reconciled to reflect their last day of work.

12. Employees, who resign, are terminated or on an approved unpaid leave of absence from the School District prior to the second week will be paid for all time that has been accumulated in their bank.
13. Pay for the second week will be paid based on employees' rate of pay at the start of Spring Break.
14. Accumulated time held in the bank will only be used to provide the employee with pay during the second week, unless: the employee resigns or is terminated prior to the second week.
15. The overtime provisions of Article 12 will not apply for additional time worked referred to in this LOU. All extra time will be accumulated at straight time rates.
16. Substitute employees replacing a term employee will work the hours of that employee and will be paid for all minutes worked during each pay period.
17. The actual schedules the employees will work to facilitate the banking of sufficient time during the school year will be determined by the Human Resources Department.
18. Unforeseen issues arising out of the application and administration of this LOU will be addressed in a timely manner and resolved by the Employer and the Union in a mutually satisfactory manner.

Agreed this 1<sup>st</sup> of October, 2019

For the Employer

For CUPE Local 593

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Corien Becker  
Secretary-Treasurer

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Faye Howell  
President

*Created: March 6, 2015*  
*Renewed: October 1, 2019*

**LOU#3 Appendix**

**Additional Minutes to work for second week of spring break**

**Based on four (4) days for 2<sup>nd</sup> week spring break for 10 month employees**

Scheduled Hours Per Day	Total Hours for 4 Day Spring Break	Extra Minutes Per day	
		Minutes per Day	Work Minutes (rounded)
4	16	4.8	5
4.5	18	5.4	5
5	20	6	6
5.5	22	6.6	7
5.75	23	6.9	7
6	24	7.2	7
6.5	26	7.8	8
7	28	8.4	8
7.5	30	9	9
8	32	9.6	10

**Based on five (5) days for 2<sup>nd</sup> week spring break for 10 month employees**

Scheduled Hours Per Day	Total Hours for 5 Day Spring Break	Extra Minutes Per day	
		Minutes per Day	Work Minutes (rounded)
4	20	6	6
4.5	22.5	6.75	7
5	25	7.5	7
5.5	27.5	8.25	8
5.75	28.75	8.63	9
6	30	9	9
6.5	32.5	9.75	10
7	35	10.5	10
7.5	37.5	11.25	11
8	40	12	12

**LETTER OF UNDERSTANDING #4**

**Change to Vacation Calendar Year - Transition**

Due to the changes in article 14.1 and 14.4, adjusting vacation leave from the July to June calendar year to a January to December calendar year, the following transitional provisions will apply to vacation.

<u>Earning Vacation</u>	<u>Completed Calendar Years</u> <b>14.1</b>	<u>Notice Date</u> <u>Article 14.4</u>	<u>Submit approval</u> <u>Article 14.4</u>	<u>Request approval</u> <u>Article 14.4</u>	<u>Taking Vacation</u>
<u>July 1, 2018 to June 30, 2019</u>	<u>June 30, 2019</u>	<u>Mar 15, 2019</u>	<u>April 1, 2019</u>	<u>April 30, 2019</u>	<u>July 1, 2019 to June 30, 2020</u>
<u>July 1, 2019 to Dec 31, 2019</u>  <u>This is a six-month transition</u>	<u>Dec 31, 2019</u>	<u>Oct 31, 2019</u>	<u>Nov 15, 2019</u>	<u>Nov 30, 2019</u>	<u>July 1, 2020 to Dec 31, 2020</u>
<u>Jan 1, 2020 to Dec 31, 2020</u>	<u>Dec 31, 2020</u>	<u>Oct 31, 2020</u>	<u>Nov 15, 2020</u>	<u>Nov 30, 2020</u>	<u>Jan 1, 2021 to Dec 31, 2021</u>

During the transition to the January to December vacation year, employees will be allowed to carry forward unused vacation days beyond June 30, 2020 provided that no more than 10 days are carried forward to the 2021 vacation year in accordance with article 14.10 Vacation Leave Carry Over.

Agreed this 1<sup>st</sup> of October, 2019

For the Employer

For CUPE Local 593

\_\_\_\_\_  
Corien Becker  
Secretary-Treasurer

\_\_\_\_\_  
Faye Howell  
President

*Created: October 1, 2019*

**APPENDIX**

**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:

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

The \$7 million is an ongoing annual amount.

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

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 30<sup>TH</sup> 2019.

AB

**18. Funding**

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

W/W

**19. Provincial Bargaining**

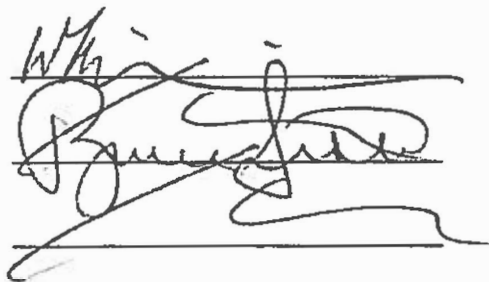
The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. \$200,000 will be allocated as of July 1, 2020.

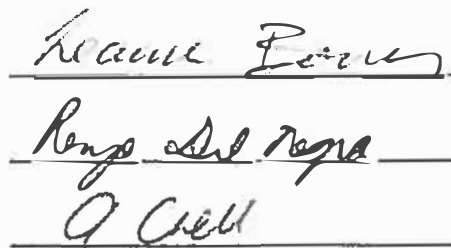
Dated this 12<sup>th</sup> day of July, 2018.

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

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

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





Mir Devilo

R. Lavallée

IMMEL

Spenson

177

Robt

Patricia Price

J. Lindgren

Margaret W. Lewis

Frank

W. J. ...

John

J. J. ...

Robert Werk

W. W. ...

John

Joe Murray

Marey Campbell

ASL

B. Boyd

Thomas

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](http://www.worksafebc.com) for current information.



## Refusing unsafe work

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

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

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

**Steps to follow when work might be unsafe:**

### 1. Report the unsafe condition or procedure

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

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

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

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

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

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

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

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

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



## Worker Rights and Responsibilities:

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

### YOUR RIGHTS

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

### YOUR RESPONSIBILITIES

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

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

## Employer Responsibilities:

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

### YOUR RESPONSIBILITIES

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

## Supervisor Responsibilities:

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

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

### YOUR RESPONSIBILITIES

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

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

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