

**A G R E E M E N T**  
**BETWEEN**  
**THE BOARD OF EDUCATION OF**  
**SCHOOL DISTRICT NO. 28 (QUESNEL)**

**-AND-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, (CUPE)**  
**LOCAL UNIT 4990**  
**School Board Employees, Quesnel**

**JULY 1, 2019 – JUNE 30, 2022**

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## INTRODUCTION

- (a) This is the Collective Agreement between the School District No. 28 and the Canadian Union of Public Employees (C.U.P.E. Local 4990). It establishes wages and working conditions for employees of School District No. 28 (Quesnel) who are covered by C.U.P.E.'s certification.
- (b) The Board recognizes the Union as the sole bargaining agency on behalf of the Board's employees within the classes recognized by this Agreement.
- (c) The terms of the contract are divided into thirteen parts referred to as **PART 1, PART 2, PART 3, PART 4, PART 5, PART 6, PART 7, PART 8, PART 9, PART 10, PART 11, PART 12 and PART 13.**

**PART 1** provides definitions of words and phrases used throughout the Agreement; and also the terms and conditions of this Agreement which are common to the engagement by the Board pursuant to this Contract, of the Maintenance Staff as hereinafter defined, Office Staff as hereinafter defined, Network System Administrator as hereinafter defined, Transportation Staff as hereinafter defined, Student Support Staff as hereinafter defined, Custodial Staff as hereinafter defined, StrongStart hereinafter defined, and Student Supervisors as hereinafter defined.

**PART 2** relates to terms of engagement of Maintenance Staff not common to Custodial Staff, Office Staff, Network System Administrator, Transportation Staff, Student Support Staff, Student Supervisors or StrongStart Staff as hereinafter defined.

**PART 3** relates to terms of engagement of the Office Staff by the Board, not common to Maintenance Staff, Custodial Staff, Network System Administrator, Transportation Staff, Student Support Staff, Student Supervisors or StrongStart Staff as hereinafter defined.

**PART 4** relates to terms of engagement of Network System Administration Staff by the Board, not common to Maintenance Staff, Office Staff, Transportation Staff, Custodial Staff, Student Support Staff, Student Supervisors or StrongStart Staff as hereinafter defined.

**PART 5** relates to terms of engagement of Student Support Staff by the Board, not common to Maintenance Staff, Office Staff, Network System Administrator, Transportation Staff, Custodial Staff Student Supervisors or StrongStart Staff as hereinafter defined.

**PART 6** related to terms of engagement of Transportation staff by the Board, not common to Maintenance Staff, Custodial Staff, Office Staff, Network System Administrator, Student Support Staff, Student Supervisors or StrongStart Staff as hereinafter defined.

**PART 7** relates to terms of engagement of Custodial Staff by the Board, not common to Maintenance Staff, Office Staff, Network System Administrator, Transportation Staff, Student Support Staff, Student Supervisors or StrongStart Staff as hereinafter defined.

**PART 8** relates to Apprentices.

**PART 9** relates to Student Supervisors

**PART 10** relates to casual employees.

**PART 11** relates to StrongStart Program employees.

**PART 12** relates to the duration and signing of the Agreement.

**PART 13** relates to Letters of Understanding and Memorandums of Agreement and Letters of Intent.

**PART I****ARTICLE I - CLASSIFICATION**

- (a) **EMPLOYEE** shall mean any person within the scope of the bargaining unit as defined in Article 3 (a) below. Whenever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context of the party hereto so required.
- (b) **REGULAR FULL TIME EMPLOYEE** shall mean an employee who, having completed the required probationary period pursuant to Article 5, has been assigned to a posted position involving eight (8) hours regular daily employment, (seven (7) hours in the case of Office, Youth Care Workers and Indigenous Education Support Workers and, in the case of Education Assistants, 5.5 / 6 hours).
- (c) **REGULAR PART TIME EMPLOYEE** shall mean an employee who, having completed the required probationary period pursuant to Article 5, has been assigned to a posted position involving less than eight (8) hours regular daily employment, (less than seven (7) hours in the case of Office, Youth Care Workers and Indigenous Education Support Workers and, in the case of Education Assistants, less than 5.5 / 6 hours).
- (d) **STUDENT SUPERVISOR** shall mean an employee who, having completed the required three (3) calendar months probationary period, has been assigned to a posted position involving minimum one (1) hour regular daily employment. PART 9, PART 1, Articles 1 (d), 2, 6, 23, 24, 26, 27, 28, 29, 31 and PART 10 of the Collective Agreement are the only Parts and Articles applicable to Student Supervisors.
- (e) **CASUAL EMPLOYEE** shall mean an employee who is employed on a day-to-day basis to augment the regular staff.
- (f) **APPRENTICE** shall mean an employee who is hired under the conditions stated in **PART 8** of this Agreement.
- (g) **STUDENTS** employed by the Board for periods of less than five (5) months are excluded from the requirements of Article 3 (a) of the Collective Agreement.

**ARTICLE 2 - MANAGEMENT RIGHTS**

- (a) The Union recognizes the right of the Board to operate and manage the schools in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provision of this Agreement. Such rules and regulations or amendments are to be communicated in writing to the Union.
- (b) The Board shall always have the right to hire, discipline, demote and discharge employees for just and reasonable cause, subject to this Agreement.

- (c) The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay off, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership in a Labour Union and the employees shall at all times, and in like manner, act in good faith toward the Employer.

### ARTICLE 3 - UNION SECURITY

- (a) As a condition of employment all employees of the Board shall sign monthly check-off cards and pay dues to the Union, and all present members of the Union will be required to retain their membership in good standing. All future employees shall, as a condition of employment, sign monthly check-off cards and immediately pay dues to the Union, and become members of the Union not later than thirty (30) working days of continuous employment with the Board.
- (b) CHECK OFF (CASUAL EMPLOYEES) All future casual employees shall pay to the Union by payroll deduction an amount not to exceed regular monthly Union dues in any month or part thereof.
- (c) The Board agrees to deduct from every employee and pay over to the Financial Secretary of the Union, upon written authorization from the employee, on a form satisfactory of the Board, monthly dues or assessments levied, in accordance with the Union By-Laws, owing by him to the said Union; such remittance to be accompanied by a list of all employees paying dues and assessments and the amount each pays.
- (d) New employees shall be directed to the online copy of this Agreement by the Board on commencement of employment.
- (e) Supervisors shall not perform the work of bargaining unit employees except in cases of emergency or for training purposes.
- (f) The Board and Union will establish a Maintenance Department Contracting Out Committee. The purpose of this Committee will be to provide a forum to discuss the work involved. The Committee will be comprised of the Secretary-Treasurer or designate, the Manager of Operations, the Union President and one other Union representative. Such Committee will attempt to meet a minimum of once every six (6) months.
- (g) The School Board will not cause an employee to be laid off or terminated or have hours reduced because of contracting out.
- The Board, Union and all employees agree to maintain positive relationships with volunteers. Any significant change in the use of volunteers shall be subject to mutual agreement. Such agreement shall not be unreasonably denied.
- (h) The Board will provide space on a bulletin board at each work site for the convenience of the union in posting notices of its activities.
- (i) All employees covered by this collective agreement will have the right to refuse to cross a legal picket line preventing access to the Board's property, arising out of a dispute as defined in the Labour Relations Code. Such refusal shall not constitute a violation of this collective agreement. Any employee failing to report for duty shall be considered absent without pay. For the purpose of this article, a picket line shall be considered legal until declared otherwise by the Labour Relations Board or Courts.

- j) The affected employee and the Union will receive a copy of any written warning, suspension, or termination letters.
- k) The employee has the right to have a shop steward or a union representative of their choice present at disciplinary meetings.

#### **ARTICLE 4 - SENIORITY**

- (a) The Board shall maintain a Seniority List showing the date upon which each regular employee's service commenced. Each employee's Seniority Date shall commence from the first day of work pursuant to Article 1 (b) and (c). An up-to-date Seniority List will be sent to the Union in January of each year. Union Members will have 30 working days to report any errors and lack of such reporting will mean information accepted to be true.
- (b) For the purpose of prevention and settlement of grievances in respect of the administration of Article 4 (a), in instances where the first day worked is equivalent, then alphabetic application of names shall apply. For this purpose surnames shall be first, followed by given names.

The seniority date of an employee who is employed as of December 31, 2013, will not be adjusted as a result of changes to Article 4(a) or (b).

- (c) If an employee is transferred to a Supervisory position or any other position not covered by this Agreement, he shall retain his seniority for a period of one (1) year, provided he keeps up his union dues. This period may be extended by agreement between the Board, and the Union, in consultation with the employee.
- (d) If an employee is absent from work because of sickness, accident, lay-offs, or leave-of-absence approved by the Board, he shall retain and accumulate seniority rights.
- (e) In the event the Board shall merge, amalgamate, or combine any of its operations or functions with other School Districts, the Board agrees to the retention of seniority rights for all its employees with the new District.
- (f) After continuous service as a Casual Employee, personnel assigned to a bulletined position will be granted a seniority date as of the first day of such continuous service, provided the employee is appointed to the same position that casual service was provided in. Continuous service will not be interrupted by illness or authorized leave-of-absence.

This Article applies only to appointments made after March 1, 1979.

- (g) Casual Employees who fail to respond/answer three (3) dispatch attempts will receive a written warning on the fourth (4<sup>th</sup>) missed dispatch attempt. Further failures may result in removal from the casual list.

#### **ARTICLE 5 - PROMOTIONS AND STAFF CHANGES**

- (a) Prior to filling any staff changes (including new positions) or promotions, covered by the terms of this Agreement, the Board shall notify the Union, in writing, of the position open. When jobs are vacated or the Board receives notice of pending vacancies, the Board shall post such positions within 10 days or advise the Union of their intentions regarding the position(s). Copies of the job posting will be posted on the District webpage and emailed to each school/work site for posting

on the bulletin board. In order that all members will know about the position and be able to make written application, therefore, the closing date of such applications will be not sooner than five (5) working days from date of mailing. Such postings will contain the following information: a summary of job duties, qualifications required for the job, classification wage rate, location, shift, date of commencement and, if temporary, an end date. No advertisement for additional employees shall be made until after such posting has been completed. The Union shall be supplied with a list of all applicants. Notification of the successful applicant will be posted within five (5) working days after the closing date of bulletin. The Board shall provide bulletin boards in suitable locations 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.

- (b) In making staff changes, the senior employee having the ability, knowledge, and qualifications to perform the work shall be appointed. To assist in the procedure the employer may require proof of qualifications (e.g. journeyman's ticket, appropriate licence, typing speed, etc.).
- (c) Conditional on satisfactory service the trial promotion shall become permanent after the period of fifteen (15) working days within the employee's current classification/department. Employees who are changing classifications/departments will have a thirty (30) working day trial period. In the event the successful applicant proves unsatisfactory, or the position proves unsatisfactory to the applicant, during the above mentioned trial period, the employee shall return to his/her former position without loss of seniority and/or salary, and any other employee promoted or transferred because of the rearrangement of the positions shall also be returned to his/her former position without loss of seniority or salary in his/her former position. If the successful applicant does return to his/her former position within the trial period, the Board will make use of the applications from the original posting for the purpose of filling the vacancy, without any additional posting of the position. If no other applications were received, the Board may proceed to advertising outside of the bargaining unit forthwith.

The parties will meet annually, or as needed, to determine the different classifications/departments within the bargaining unit.

- (d) The Board agrees that it will give preference in non-bargaining unit staff appointments, including new positions, to members of the Union before non-Union members or new employees.
- (e) Any objections to staff changes by the Union shall be construed as a difference between the persons bound by the Agreement pertaining to the operation thereof as provided for under grievance procedure.
- (f) The Union shall be notified of all appointments, hiring, lay-offs, rehiring and termination of employment as they apply to regular and temporary posted positions.
- (g) When a temporary posting is to be made a permanent posting, a Notice of Vacancy will be posted and the procedure outlined in Article 5 (a) will apply.

If a temporary posting is extended beyond the initial leave period, management can re-appoint the incumbent of the temporary posting for the extended leave period and the person holding the temporary position can bid out since they have filled or completed the initial period. All temporary 10, 10 ¼ and 10 ½ month postings will end June 30<sup>th</sup> of the current school year.

All temporary postings will have an end date and include the phrase "or earlier depending upon return of the incumbent".

An employee returning early must provide the employer with one week's notice.

Such requests will not unreasonably be denied.

- (h) An employee may be released early from a temporary posting if they are the successful applicant of a permanent posting with either more hours or wages, by mutual agreement between the Union and Management.
- (i) Where a job becomes vacant within forty-five (45) calendar days of its last posting, Management may draw on its other qualified applicants without re-posting the position. After forty-five (45) days, the job will be re-posted.
- (j) When a casual employee is engaged to work in an unposted position, the Union will be notified as soon as reasonably possible.
- (k) **Multiple Postings**

A regular employee can hold two (2) regular postings and one (1) temporary posting (or two (2) temporary postings and one (1) regular posting). However, due to efficiencies and call-out provisions, the employee can only work in two (2) of the postings at one time.

The purpose is to enable members to attempt to secure temporary postings that are of greater hours than their combined two regular postings.

The foregoing is also subject to qualifications and the ability to perform the duties of the position.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

The difference between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof shall be resolved without the stoppage of work by the following procedure: -

**STEP 1** - The aggrieved employee or employees shall submit in writing the grievance to his or her Steward within ten (10) working days of the occurrence of the alleged grievance.

**STEP 2** - Within thirty (30) days of the occurrence of the alleged grievance and within fifteen (15) days of discharge, if the Union Steward considers the grievance to be justified, the employee(s) concerned, together with his Steward shall first seek to settle the dispute with the employee's Supervisor who shall render a decision within two (2) working days, and if it be settled that shall end the matter.

**STEP 3** - Failing settlement under Step 2, the Shop Steward will submit the grievance to the Chief Shop Steward, within three (3) working days. The Chief Shop Steward with or without the aggrieved employee(s) shall within five (5) working days discuss the matter with the Director of Instruction-Human Resources who shall render a decision within two (2) working days and if it be settled that will end the matter.

**STEP 4** - Failing settlement under Step 3, the dispute shall then be referred within seven (7) working days to the Grievance Committee of the Union and the Salary Committee of the Board.

**STEP 5** - If the Committees are unable to arrive at a solution to the complaint within three (3) working days, then either party may refer the matter to an Arbitration Board by notice to the other party that it wishes arbitration and setting out particulars of the question to be decided. Thereafter an Arbitration Board shall be set up in the manner hereinafter provided.

- (a) Within three (3) working days from the time the notice is served, each party shall appoint a member of the Arbitration Board and notify the other party the name and address of its appointee. The two members so appointed shall select and appoint the third member, who shall

be Chairperson, but should they not do so within three (3) working days, then either party may apply to the Minister of Labour in the Province of British Columbia to appoint a person to be Chairperson.

- (b) The Arbitration Board shall hear the parties and render and award within (7) working days from the time the Chairperson is appointed and shall commence its proceedings within two (2) working days after the Chairperson is appointed.
- (c) The majority decision of the Arbitration Board shall be final and binding upon the parties.
- (d) Should the parties disagree as to the meaning of the award, either party may apply to the Chairperson to re-convene the Arbitration Board to clarify the award which it shall do within two (2) working days.
- (e) The time limits fixed by this arbitration procedure may be varied by mutual consent of the parties to this Agreement.
- (f) All decisions of the Arbitration Board will be in writing.

**EACH PARTY SHALL PAY:**

- (1) The remuneration and expenses of the arbitrator it appoints.
  - (2) One-half the remuneration and expenses of the Chairman.
  - (3) One-half the expenses of the Arbitration Board for clerical assistance, supplies, and rent of a place to meet.
- (g) No person shall be selected as a member of the Arbitration Board who:
    - (1) is acting, or has within a period of six months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either parties.
    - (2) Has any pecuniary interest in the matters referred to the Board of Arbitration.
  - (h) The parties may mutually agree to appoint a singular arbitrator instead of an arbitration board.

**ARTICLE 7 – CORRESPONDENCE/PERSONNEL FILES**

Formal correspondence between the parties, arising out of the Agreement or incidental hereto, will pass to and from the Secretary of the Board and/or Director of Instruction-Human Resources to the President of the Union and/or the Secretary of the Union.

**ARTICLE 8 -PERSONNEL FILES**

- (1) There will be only one personnel file for each employee maintained in the Human Resources Department. After receiving a request from an employee, the Director of Instruction – Human Resources or designate, will schedule a time to grant access to the employee's personnel file.

- (2) Human Resources personnel will be present when an employee reviews his/her file, and the employee may be accompanied by a union member. This must be at no cost or loss of service to the Board except as applied to Article 15 (a).
- (3) Employees will receive copies of disciplinary letters that will be entered into the employee's personnel file.
- (4) Where material critical of an employee, or in the nature of a reprimand, is placed in a District or school file, the employee may request that the material be removed from the file after two (2) years, provided that no further material of that nature has been subsequently filed and provided the Superintendent agrees to the removal. The Superintendent's decision shall be final.
- (5) Where material critical of an employee, or in the nature of a reprimand, has been placed in a District or school file, and was not removed under (4) above, the material will be removed after five (5) years provided:
1. no further material of a similar critical nature has been filed;
  2. the employee has provided uninterrupted service to the District during the five (5) year period;
  3. the document is not:
    - a.) part of a formal evaluation;
    - b.) related to an action which compromises the safety or well-being of students;
    - c.) relevant to any pending disciplinary action;
    - d.) related to any serious misconduct that could raise Human Rights issues.
- (6) The Superintendent, upon request, may reconsider the retention of a letter that remains on file after five (5) years. The Superintendent's decision shall be final.

## **ARTICLE 9 - STATUTORY HOLIDAYS**

All employees coming within the provisions of Agreement (except those employees on unauthorized leave-of-absence) shall after completion of one calendar month's service be entitled to the following Statutory Holidays:

NEW YEAR'S DAY  
 FAMILY DAY  
 HERITAGE DAY  
 GOOD FRIDAY  
 EASTER MONDAY  
 VICTORIA DAY  
 CANADA DAY

BRITISH COLUMBIA DAY  
 LABOUR DAY  
 THANKSGIVING DAY  
 REMEMBRANCE DAY  
 CHRISTMAS DAY  
 BOXING DAY

and any other day that may be declared a holiday by the Federal, Provincial or Civic Government providing the schools are closed.

Heritage Day will be recognized a paid discretionary day to be taken at a time of mutual consent between the employee and employer. Heritage Day shall be taken between January 1 and December 31.

When any of the above holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off in lieu of the holiday, at their regular rate of pay, such day to be arranged by mutual agreement, but to be taken no later than the conclusion of the employees' next annual vacation.

Should the schools be required to be in session on any Statutory Holiday, employees required to work on such a Holiday will be granted an alternate day off in lieu of the Statutory Holiday worked. The alternate day off will be taken at a mutually acceptable time, within one year of date earned.

Employees not employed continuously in the period from July 10th to August 10th in any year will not be entitled to a Statutory Holiday on British Columbia Day unless so entitled by Provincial Statute.

The general intent of this Article is to provide one day's Statutory Holiday, if declared, for the appropriate month of employment.

#### **ARTICLE 10 - ANNUAL VACATIONS**

- (a) Casual employees with less than one (1) year's service shall receive vacation pay in accordance with the Employment Standards Act.
- (b) All regular part-time employees shall be entitled to vacation pay as set out in paragraphs (c), (d), (e), and (f) below; such vacation to be paid on the basis of 6%, 8%, 10%, or 12% as the case may be, of their total earnings.
- (c) After one year's service with the Board a regular full time employee shall receive three (3) weeks (15 working days) annual vacation with full pay.
- (d) After six (6) year's service with the Board, a regular full-time employee shall receive four (4) weeks (20 working days) annual vacation with full pay.
- (e) After thirteen (13) year's service with the Board, a regular full-time employee shall receive five (5) weeks (25 working days) annual vacation with full pay.
- (f) After nineteen (19) year's service with the Board, a regular full-time employee shall receive six (6) weeks (30 working days) annual vacation with full pay.
- (g) A one-time sabbatical of one (1) extra week's vacation, with pay, will be provided to employees after the completion of 25 years of service. This week is to be taken at the option of the employee within a three (3) year period of the date earned.
- (h) If a Statutory or declared Holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for such holiday in addition to his/her regular vacation time.
- (i) In order to accept summer employment with the School District, 10, 10 ¼ and 10 ½ month employees may opt to take their remaining holiday pay at a designated time during the summer months. Such holiday pay must be used up prior to school opening in September.

## ARTICLE 11 - REMUNERATION

- (a) The regular rate of pay for all categories covered by this Agreement shall be as provided for in Parts 2, 3, 4, 5, 6, 7, 8, 9, 10 and ARTICLE 31 – Wages.
- (b) All full-time employees shall be paid overtime at the rate of time and one-half for the first two (2) hours of a regular work day, continuing on after the first two (2) hours of a regular work day, continuing on after a regular shift, thereafter double time. This will also apply to a recall after a regular work shift where notice of recall has been given on or before noon of the day in which the overtime work is to be performed, except that no less than two (2) hours' pay shall be received. If an employee is recalled to do overtime work for which no notice has been given as above stated, then he shall receive no less than two (2) hours' pay at double time rate.
- (c) All employees, full-time and part-time, called out for duty shall receive a minimum of two (2) hours pay at double time rates, on Saturdays, Sundays and Statutory Holidays or days observed as such except as noted in paragraph (d) Article 10.
- (d)
  - (1) If a regular part-time employee continues on after a regular shift, he shall receive straight time rates, up to eight (8) hours, (seven (7) for office and Student Support employees) in any one day and thereafter as per paragraph (b) above.
  - (2) If a regular part-time employee, after performing his regular duties, is recalled to work, he shall receive;
    - i) no less than two (2) hours pay for the recall at straight time rates;
    - ii) up to eight (8) hours (seven (7) for office and Student Support employees) in any one day and thereafter as per paragraph (b) above.
- (e) Employees who work overtime may elect to take equivalent time off in lieu of wages, but such time off must be taken at a time mutually agreed upon by the employee and his Supervisor. Time off in lieu of wages must be taken within twelve (12) months of the date on which the overtime was worked. An employee's banked time log shall not exceed eighty (80) hours at any time.
- (f) If any employee is directed by his Supervisor to substitute for more than one-half hour on any job during the absence of another employee, or performs duties of a higher classification, he shall receive the rate for the job, or his regular rate, whichever is the greater.
- (g) Employees will be paid every second Friday for the pay period ending the immediately preceding Friday.
- (h) Employees will be allowed to bank any hours worked above their normal posted hours (subject to Article 11 e).
- (i) Notwithstanding, the employer's right to schedule work or training for all or some Departments on Non-Instructional and Professional Development Days, all Local Unit 4990 members will be provided with a minimum of two (2) paid Non-Instructional Days and/or Professional Development Days per year.

## **ARTICLE 12 - SICK LEAVE**

- (a) After the completion of thirty (30) working days probationary period, sick leave on the basis of one and one-half days per month shall be allowed, as from commencement of employment, credited at one and one-half days per month each year, and such may accrue to a total of 150 days in the manner following: that where in any one year an employee has not had sick leave or only a portion thereof, he shall be entitled to accrue the unused portion of such sick leave for his or her future benefit.
- (b) An employee may be required to produce a Medical Certificate for any illness in excess of five (5) working days; except where there are grounds for believing abuse the employer may ask for a Medical Certificate at any time.
- (c) Any employee shall be advised on application of the amount of sick leave accrued to his/her credit.
- (d) Employees with accrued sick leave at the signing of this Agreement will retain such sick leave credit and further sick leave credit will be accrued as set out above.
- (e) Sick leave credits for regular part-time employees shall be figured on a pro-rata basis, consistent with the time regularly employed each week.
- (g) When an employee is given leave-of-absence without pay, for any reason, and returned to the service of the Board upon expiration of such leave of absence, he shall not receive sick leave credit for the period of absence, but shall retain his cumulative credit, if any, existing at the time of such leave.
- (g) All sick leave credits are canceled on termination of employment other than on lay-off.

## **ARTICLE 13 - RECLASSIFICATION AND ADJUSTMENTS**

When a new job classification is created, or an existing job substantially changed, the Board and the Union shall set a rate for the job prior to posting. If no agreement can be reached, the matter will be settled by arbitration, as specified in Article 6, at the request of either party.

A job will be considered substantially changed if

- (a) the duties of the job are amended to include duties normally done by another Department, or
- (b) new duties are added that are included in a higher paid job classification.

## **ARTICLE 14 - MEDICAL AND DENTAL PLANS**

- (a) The Board will pay 100% of the cost of the Medical plan.
- (b) The Board will pay 100% of the cost of the Extended Health Benefit Plan.
- (c) The Board will pay 100% of the cost of the PBC Dental Plan.
- (d) The Board will pay 100% of the cost of the Group Life Insurance Plan.

- (e) To be eligible for benefits under (a), (b), (c), and (d) above, an employee must be regularly employed 20 hours or more per week (17.5 hours or more for office and Student Support employees).
- (f) Participation in these plans is compulsory unless proof of coverage elsewhere is provided.
- (g) When the employer requires an employee to undergo a medical examination, the Board shall bear the costs of the said examination.

#### **ARTICLE 15 - LAY-OFF AND RE-HIRING**

- (a) In the event of lay-off, employees shall be laid off in the reverse order of their seniority, within each department. Employees shall be recalled in the order of their seniority, within each department. Two week's notice of recall will be given. It shall be a laid-off employee's responsibility to keep the Board advised of their current mailing address. An employee who fails to acknowledge and accept recall will lose his recall rights.
- (b) It is understood by both parties of this Agreement that the following is the Bumping Policy:  

A Union Member whose job has been eliminated, or who has a cut in hours is eligible to bump any member with less seniority (to the closest number of hours to their present posting) within his/her department except when not possible. The Union Member then has the option of bumping anyone in the system with less seniority.

  - (1) No trial period is applicable.
  - (2) Subject to ability and qualifications.
  - (3) The Union member has 3 days after official notification to make their bump decision.
  - (4) If an employee has two postings, they may exercise their right to bump only within the Department which was reduced or displaced. If employees are unable to bump within the Department from which they were displaced, then the employees may bump into another Department providing they have the necessary qualifications and the position they are bumping into is close to the number of hours in the posting from which they were displaced. The combination of the new position and their unaffected posting should provide employment hours as near as possible to their previous existing hours. The member cannot vacate the unaffected posting in order to bump within the reduced Department.
  - (5) An employee who is bumped, laid off or re-assigned from their position shall have the right to return to that position if it becomes vacant or reinstated within one (1) year of the bump, lay-off or re-assignment, without having to go through the bidding process. Such a decision is to be made within three (3) days of the offer.
  - (6) Ten month employees may bump into twelve month positions when all ten month positions have been depleted in their Department.
  - (7) An employee is not required to exercise his/her right to bump. They can accept the reduced number of hours.

- (c) Except in the case of dismissal for cause, the Board may lay off any employee employed on an hourly basis upon two week's notice and any such employee may quit on giving the Board two week's notice. This Article shall not apply to casual employees or temporary lay-offs.
- (d) When a member of Local 4990 is laid off, he/she shall be given prior opportunity to work on new construction crew ahead of Non-Union employees, when a vacancy exists and where the Union Member is qualified to do the work required. Likewise when a Union member who works on the new construction crew is laid off, he/she shall be given prior opportunity to work ahead of Non-Union employees when a vacancy exists and where the Union Member is qualified to do the work required.
- (e) In the event of indefinite layoff an Employee will have one hundred and eighty (180) days to choose whether to remain on layoff status as per Article 15 of the Collective Agreement or to choose termination and receive severance pay as follows:
  - » Three (3) weeks pay for one (1) to two (2) years of consecutive service.
  - » Five (5) weeks pay for three (3) to five (5) years of consecutive service.
  - » Seven (7) weeks pay for six (6) to ten (10) years of consecutive service.
  - » Nine (9) weeks pay for eleven (11) to fifteen (15) years of consecutive service.
  - » Eleven (11) weeks pay for sixteen (16) or more years of consecutive service.

If the Human Resources Department is not advised of the Employee's choice in writing within the one hundred and eighty (180) day period, the Employee will automatically continue on layoff status in accordance with Article 14.

Employees on recall are required to follow the posting and filling process to secure a position. The Board will offer a position that has cleared internal posting to a qualified person on the recall list (within their Department). The employee may decline an offer of a position, however, failure to accept a second offer by the Board will result in removal from the Recall list.

- (f) For the purpose of this Agreement, the term "Technological Change" shall be understood to mean changes introduced by the Board that will have a significant adverse effect on the continued employment of CUPE Local 4990 members. These changes must significantly affect the security of employment with the District of Union members.
  - (1) The Board agrees to take all reasonable steps so that no employee shall lose employment because of technological change. Normal turnover of employees to the extent that it arises during the period in which technological change occurs, shall be utilized whenever possible to absorb employees who otherwise would be displaced because of the technological change.
  - (2) The Board shall notify the Union sixty (60) calendar days before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.
  - (3) Employees affected by technological change shall be notified in writing at least sixty (60) calendar days in advance of the implementation of such technological change.
  - (4) Any dispute arising in relation to adjustment to technological change shall be discussed between Board representatives and the Union. If subsequent to this discussion a dispute still exists, then the normal grievance procedure shall apply. Should the arbitration process be utilized, the arbitrator's jurisdiction shall be limited to the interpretation and application of this letter. The arbitrator shall not impose rulings based on broad social issues.

- (5) An employee reassigned to a lower rated position because of the introduction of technological change, automation or new methods of operations shall continue to be paid at his/her current wage rate for three (3) months and will then revert to the pay scale in place for their new position.
  - (6) The Board will make reasonable efforts to provide affected bargaining unit members with a work station that will accommodate the new technology in comfort and safety. Users directly affected shall be consulted.
  - (7) If the introduction of technological change necessitates retraining of an employee, such retraining shall commence only if the employee already possesses basic qualification for the position and be at the reasonable expense of the Board and conclude over a reasonably limited time. A Joint Committee of two (2) Union and two (2) Board representatives will determine retraining eligibility.
  - (8) When it is necessary to reduce staff due to technological change, the layoffs shall be done in accordance with the provisions of Article 14 - Layoff and Rehiring.
  - (9) The agreement fulfills the requirements of Section 54 of the Labour Relations Code and satisfies any other requirement of technology change and the Employment Standards Act (Group Terminations).
- (g) Employees that are affected by an early June lay-off may apply to be utilized on the sub call-out list and will then be put into the Department substitute rotation.

If there is excess staff at a school or job site the employee with the least district seniority will be informed that they are surplus. The employee will apply for all positions of equivalent hours. Should an employee secure a position, the employee will be required to complete the trial period as per Article 5(c).

If at any time it becomes apparent that the posting and filling process will not result in all employees being placed, the bumping process may be implemented.

## **ARTICLE 16 - LEAVE-OF-ABSENCE**

Employees on leave for any reason will not accept employment with any other employer unless previous written approval has been received from the Board. Such approval will be limited to special circumstances surrounding family matters and be generally limited to a maximum leave of up to one (1) year.

- (a) **FOR UNION BUSINESS** - 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 the time so spent.
- (b) **LEAVE FOR UNION PRESIDENT**
  - (1) The Union will advise the Board of the name of the upcoming Union President and the amount of release time required by July 1 of each year. The President will be granted one (1) day per week to conduct the business of the Union. Additional release time, as

requested by the Union, will be granted provided a qualified replacement is available. Release time will be without pay.

The mechanics of the release time will be agreed on an individual basis each year between the parties.

- (2) The Board will continue to pay the President his/her salary and to provide benefits as specified in the agreement. The Union will reimburse the Board for all such salary and benefits costs upon receipt of a statement.
- (3) For the purposes of pension, experience, and seniority, the President shall be deemed to be in the full employ of the Board. The President shall receive credit for normal sick leave accumulations. The President shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness. Such days or part days shall be deducted from the President's accumulated sick leave credits.
- (4) In the event the President is unable to fulfill the presidential duties for a period of three or more days the Board, if requested by the Union, shall provide a substitute to permit another union member to assume the duties of the President provided a qualified replacement is available. Provisions of Article 15 – Leave for Union President (1), (2), (3) (5) shall also apply.
- (5) The issue of the return of the President to his/her former assignment or another mutually agreeable assignment will be discussed and agreed to prior to the release.

- (c) **BEREAVEMENT LEAVE** - An employee will be granted five regularly scheduled work days, without loss of salary or wages in case of the death of a parent, spouse, brother, sister, child (legal guardianship), grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Reasonable leave-of-absence shall be granted for travel and estate affairs without pay and without loss of seniority.

One-half day shall be granted without loss of salary or wages to attend a funeral as a pall-bearer, provided such employee has the approval of his Supervisor or Department Head.

An individual wanting to attend a funeral will be entitled to one full day leave without pay. The leave is subject to the Board's ability to replace the absent employee or at the discretion of the Board or its designate. This will not be unreasonably denied.

- (d) **COMPASSIONATE AND FAMILY RESPONSIBILITY LEAVE**
- (1) Compassionate Leave – Leaves of absence, without pay, will be extended in the event of serious illness of employee relatives outlined below.
  - (2) Family Responsibility Leave – Reasonable leave, without pay, will be extended for medical and dental appointments of employee's dependent children or spouse (including common-law spouse) resident with the employee.

- (e) **JURY DUTY** - The employer shall pay an employee who is required to serve as juror or subpoenaed as a court witness the difference between his normal earnings and the payment he receives for jury services or court witness. The employee will present proof of service and the amount of pay received.

An employee, who is required to appear as a witness in a case in which the Board is involved, will qualify under the provisions of the preceding paragraph, and will be reimbursed for any reasonable expenses on production of receipts.

- (f) **LEAVE FOR UNION OFFICERS** - Any employee who is elected, appointed or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office may be granted leave-of-absence without pay and without loss of seniority by the Board, for a period of one year. This period may be extended by agreement between the Board and the Union, in consultation with the employee.
- (g) **GENERAL LEAVE** - The Board shall grant leave-of-absence 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.

The Union will be notified of all such approved leave.

- (h) **MATERNITY LEAVE** - Without pay and without loss of seniority shall be granted to a pregnant employee who shall:
- (1) Officially notify the Board of her pregnancy at least four (4) weeks before the expected date of leave.
  - (2) Return to duty:
    - (i) No later than twelve (12) months after the birth of her child
  - (3) The Board may require an employee to commence a leave-of-absence earlier than specified in subsection (2) where the duties of the employee cannot reasonably be performed because of the pregnancy, unless the employee provides a certificate from a Medical Practitioner stating that she is able to perform her duties.
  - (4) The Board will continue, in accordance with the Employment Standards' Act, to pay its share of an employee's benefits premiums while an employee remains on maternity leave.
- (i) **ADOPTION LEAVE** - An employee shall be granted a leave-of-absence without pay and without loss of seniority for up to twelve (12) months immediately following the adoption of his/her child.
- (j) **EXTENDED PARENTHOOD LEAVE** - The Board shall grant an employee who requests a leave-of-absence for parenting purposes, a leave of up to one (1) school year. Such leave shall be without pay and without loss of seniority and must end on June 30 or another mutually agreeable time.
- (k) **EDUCATION LEAVE** without pay and without loss of seniority may be granted to a maximum of one (1) leave per Department at any one time (maximum of three (3) school years) and limited to five (5) Union employees District-wide. The employee may apply to the Board for the three (3) years.

The employee will provide a copy of the first year transcript for leaves in excess of one (1) school year.

The purpose of the Education Leave must be directly applicable to the employee's current position or a position in the bargaining unit as determined by the employee's immediate Supervisor.

If the position is to be refilled, temporary and/or casual appointments will be utilized to fill vacated positions for leave of less than one (1) year. Where the leave is greater than one (1) year, the employee will be required to bid into postings available on their return from leave.

No later than one (1) calendar month prior to the end of the Leave, the employee on Leave must declare, in writing, his/her intentions to return or resign. Failure to comply will result in the vacated position being filled and the employee on Leave considered to have left the District.

- (l) **DISCRETIONARY LEAVE** – An employee will be granted up to five (5) discretionary days per school year without pay and without loss of seniority. The leave is subject to the Board's ability to replace the absent employee.

With the exception of twelve (12) month employees, two (2) additional discretionary days will be granted per school year without pay and without loss of seniority.

## ARTICLE 17 - SUPPLEMENTATION OF COMPENSATION

This Article will be at the option of the employee.

When an employee is entitled to Workers' Compensation benefits, such benefits are paid directly to the employee who will forthwith turn over such payment to the Board. The Board will pay to the employee his regular earnings and deduct the difference between Workers' Compensation Board payments and regular earnings from the employee's accumulated sick time on a pro-rata basis. Such payment will continue as long as the employee's accumulated sick time permits.

The Board will pay the full cost of the employee benefits (both Board share and Employee share) during the period that the employee is receiving Workers' Compensation Board payments, and will recover the Employee's share upon return of the employee to regular duties.

## ARTICLE 18 - UP-GRADE TRAINING

- (a) In the event of any employee taking a course of instruction or attending a workshop/conference with prior approval of the Board, in order that the employee will be better qualified to perform his/her job, the Board will, on the employee's successful completion of the course/workshop/conference, reimburse the employee in the full amount of the tuition/registration fee, along with incidentals, travel and accommodation costs, should the course be taken outside the District. If approval to attend/ participate in such course/workshop/conference is denied, the employee will be provided with an explanation.
- (b) Expenses incurred by an employee for courses required by the Board, will be borne by the Board.
- (c) In the event of an employee taking a course under Article 15 (k), with prior approval of the Board, the total costs will be borne by the employee.
- (d) **Professional Licenses** – The Board agrees to pay the cost of professional licenses, if the Board requests an employee to obtain a professional license relative to the employee's job, in the following areas: electrical, gas fitter/plumbing, mechanics.
- (e) Regular employees shall be exempted from tuition fees for all Quesnel School District Continuing Education courses providing that:
- (1) they are not one of the minimum number required to ensure "go" status of the course,
  - (2) there is a vacant seat,

- (3) Continuing Education will determine the number of vacant seats for the purpose of this article for every course,
- (4) admission requirements shall apply to all employees and shall not be waived for the purpose of this article,
- (5) the employee is not exempted from any other non-tuition fees or material costs which students may be required to pay, or from any other requirements students are expected to fulfill,
- (6) there shall be no more than three employees registered in a course at any one time,
- (7) WCB Occupational First Aid may be limited to one employee at any one time.

#### **ARTICLE 19 - SHIFT WORK RE UNION MEETINGS**

Where the Supervisor's permission has been received, shift work employees may be allowed time off to attend one regular Union meeting per month, provided the employee ensures that his shift will be completed and the school building or equipment will be ready for next day's regular activity. In certain schools designated by the Board, one employee shall remain on shift. If permission to attend is not approved, an explanation will be provided.

The application of this Article shall not require the Board to incur any overtime liability.

#### **ARTICLE 20 - LETTERS OF UNDERSTANDING, LETTERS OF INTENT**

It is agreed that any Letters of Understanding will form part of this agreement and Letters of Intent will refer directly to this agreement.

#### **ARTICLE 21 - GROUP INSURANCE**

- a) The Board shall pay one hundred percent (100%) of the cost of the Group Life Insurance Plan. It is understood that the Board shall have the right to change the carrier, subject to the right of the Union to examine or propose coverage to ensure that their members are not losing benefits.

#### **ARTICLE 22 - SEVERANCE ALLOWANCE**

Employees with ten (10) or more years service shall upon leaving the employ of the School District, or, the estate, shall upon the employee's death, receive a severance allowance of two (2) days pay per year up to a maximum of fifty (50) days. The provisions of this Article will not apply in the case of discharge for just cause.

Severance Allowance will be paid only to Regular full-time Employees and Regular part-time Employees, who are in employment with the Board and who have completed ten (10) or more calendar years of current services with the Board immediately prior to termination of employment or death.

The Board undertakes not to lay off or dismiss employees for the purpose of avoiding payment of severance allowance.

The calculation of the "two days pay per year" will be in accordance with the following:

DAYS PAY will be that for the classification and hours of the existing job filled by the employee on the day of termination or death.

PER YEAR will be calculated on the basis of fully completed years of services with absences for unpaid sickness or accident, unpaid leave-of-absence and lay off periods deducted from the years and additional months of service.

## **ARTICLE 23 – CONDITIONS OF EMPLOYMENT**

All conditions set forth in the Agreement shall be minimum conditions of employment. Any employee covered by this Agreement receiving better wages and conditions than set forth herein, shall in no way suffer loss as a result of the signing of this Agreement.

## **ARTICLE 24 - HEALTH AND SAFETY**

The Board agrees to make reasonable and proper provisions for the maintenance of high standards of Health and Safety in the work place. The Union recognizes the need to have members who are familiar in matters pertaining to safety.

Both parties agree to participate on a Health and Safety Committee designed to deal with the aspects of Health and Safety particular to Quesnel School District.

### **(a) First Aid Education**

Any member shall be entitled to reimbursement for the applicable course fees for the certificate subject to successful completion of the course. The responsibility to provide proof of payment and successful completion will rest with the member.

A member, designated by the Board as the First Aid Attendant in his/her school/site, shall be paid an allowance of \$765.00 per annum, effective January 1, 2005, if the member holds a valid Level 2 Certificate or an allowance of \$306.00 per annum, effective January 1, 2005, if the member holds a valid Level 1 Certificate.

## **ARTICLE 25 - HARASSMENT/SEXUAL HARASSMENT**

This ARTICLE is an excerpt from the Provincial Collective Agreement between British Columbia Teachers' Federation and British Columbia Public School Employers' Association and should be administered in accordance with the manual.

### **(1) General**

- (a)** The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- (b)** The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective

actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.

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

(2) Definitions

- (a) For the purpose of this article harassment shall be defined as including:
  - (1) sexual harassment; or
  - (2) any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
  - (3) objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
  - (4) the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
  - (5) such misuses of power or authority as intimidation, threats, coercion and blackmail.
- (b) The definition of "sexual harassment" shall include:
  - (1) any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
  - (2) any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
  - (3) an implied promise of reward for complying with a request of a sexual nature; or
  - (4) a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

## (3) Resolution Procedure

(a) Step 1

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

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

(b) Step 2

- (1) If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- (2) The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- (3) In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the Local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

(c) Step 3

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

## (4) Remedies

- (a) Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - (1) reinstatement of sick leave used as a result of the harassment;
  - (2) any necessary counselling where EFAP services are fully utilized or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;

- (3) redress of any career advancement or success denied due to the negative effects of the harassment;
- (4) recovery of other losses and/or remedies which are directly related to the harassment.
- (b) Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- (c) The Local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- (d) If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- (e) If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article 6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

(5) Training

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

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

- (b) Within twelve (12) months of the concluding of the collective agreement, the employer shall have a training program in place. The program shall include but not be limited to:
  - (1) the definitions of harassment and sexual harassment as outlined in this Agreement;
  - (2) understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
  - (3) developing an awareness of behaviour that is illegal and/or inappropriate;
  - (4) outlining strategies to prevent harassment and sexual harassment;
  - (5) a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
  - (6) understanding malicious complaints and the consequences of such;

- (7) outlining any Board policy for dealing with harassment and sexual harassment
- (8) outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

#### **ARTICLE 26 - REVIEW BOARD**

Departmental Review Boards may be established to review workloads and/or discuss problems surrounding appointments. In each case, the Review Board will include a Management Representative and a Union Representative. One other Non-Partisan person, experienced in the area of work being reviewed, may be called upon for assistance. Should the two representatives not be able to reach agreement on the use of a Non-Partisan Person, the Union and the Board will appoint such a person. The employee concerned may be called on to provide information. The Review Board will respond within thirty (30) calendar days of the initial meeting.

#### **ARTICLE 27 - VANDALISM TO VEHICLES**

The Board will reimburse an employee whose motor vehicle is damaged due to vandalism, subject to the following conditions:

- (a) There are reasonable grounds for concluding that the vandalism occurred on school property or during an approved school activity while the employee was rendering services.
- (b) The damage has been reported, in writing, to the Supervisor or Principal and the police not later than the first school day following the vandalism incident.
- (c) The employee agrees to cooperate fully in efforts to identify, prosecute and/or seek restitution from the individual responsible.
- (d) The employee is not eligible for compensation for the damage under another fund or policy of insurance.
- (e) The damage is repaired within three months.
- (f) The amount of reimbursement will be limited to the lesser of:
  - (1) The actual repair cost.
  - (2) The deductible amount on the employee's insurance, to a maximum of \$100.00.

#### **ARTICLE 28 - INDEMNITY**

The Board agrees to indemnify employees against claims or actions brought against the employee as a result of the lawful performance of the employee's duties, except where the employee is found guilty of gross negligence, dishonesty, or willful or malicious misconduct, or where the cause of the action is libel or slander.

## ARTICLE 29 - FALSE ACCUSATION

When an employee has been accused of physical or sexual misconduct involving a student, in the course of exercising his/her duties as an employee of the Board, and if

- (a) The Board concludes that the allegations have not been established to be true, and no criminal charges are laid, or
- (b) The Board concludes that the allegations have not been established to be true and, should criminal charges result, the employee is acquitted of criminal charges in relation to the allegation, or
- (c) An arbitrator considering discipline or dismissal of the employee finds the allegation to be false, and no criminal charges are laid, or
- (d) An arbitrator considering discipline or dismissal of the employee finds the allegation to be false; and, should criminal charges result, the employee is acquitted of criminal charges in relations to the accusation, then

The Board and Union shall assist the employee and the employee's family with counselling or appropriate assistance as mutually agreed upon to deal with the negative effects of the false allegations.

Should an employee be suspended pursuant to this Article and, a), or b), or c), or d) apply, then the employee shall be reinstated and received retro-active pay for the time he/she was suspended.

## ARTICLE 30 - PAY EQUITY

The Board and the Union mutually agree to work together to implement a BCPSEA/Government approved Pay Equity plan. The implementation will be dependent on Government initial and continued funding and will include the following summary of recommendations arising from the joint Union/Board Pay Equity study completed January 1998:

- (a) The annual Pay Equity grant be reduced by 14% to cover benefits and that the remaining amount be distributed equitably to the female dominated positions.
- (b) Should further Pay Equity grant funding become available, in addition to the initial 1%, that amount should be distributed evenly until adjusted salaries are achieved pursuant to the final Joint Pay Equity report dated January 15, 1998.
- (c) The above will be implemented as soon as possible after Pay Equity funding becomes available and continue as long as Pay Equity maintenance funding is made available.

## ARTICLE 31 – SUMMER WORK

- (a) Any employee wishing to be considered for summer work must submit, in writing, a letter to the appropriate Department Supervisor no later than 4:00 p.m. on the last Monday in June. Employees should specify their days and times not available and ensure it is on their letter to Management. Names can be placed on more than one Department list.

- (b) Blocks of work will be awarded to the most senior and qualified employee on the list. Work offered to employees is to be accepted or declined at the time of the offer.
- (c) Employees accepting a block of work are required to complete the block of work before being eligible for another block of work. Training is not provided. Employees will not be permitted to leave one block of work to accept another block of work.
- (d) 10 and 10 ¼ month employees are considered to have been laid-off for the summer and rehired as casual employees which means that they are not entitled to sick leave should they become ill during the summer work offer period. Some 10 and 10 ¼ month employees have elected to receive pension credits for vacation time. Such employees are required to exhaust their vacation days prior to the start of the new school year each September.

<b>ARTICLE 32 - WAGES</b>	<b>Jul 01-2019 2.0%</b>	<b>Jul 01-2020 2.0%</b>	<b>July 01-2021 2.0%</b>
<b>Maintenance</b>			
Operations Working Foreman	\$ 33.18	\$ 33.85	\$ 34.52
Lead Hand	\$ 32.97	\$ 33.63	\$ 34.30
Mtce Foreman	\$ 29.60	\$ 30.19	\$ 30.80
Mtce Tradesperson	\$ 30.90	\$ 31.52	\$ 32.15
Mtce. Tradesperson – Plumber	\$ 32.45	\$ 33.10	\$ 33.76
Mtce Deliveryperson	\$ 23.43	\$ 23.90	\$ 24.38
Mtce Groundsperson	\$ 23.56	\$ 24.03	\$ 24.51
Mtce Storesperson	\$ 24.25	\$ 24.74	\$ 25.23
Mtce Labourer	\$ 22.95	\$ 23.40	\$ 23.87
Mtce Backhoe person	\$ 24.30	\$ 24.78	\$ 25.28
Mtce University Student	\$ 20.91	\$ 21.33	\$ 21.76
Mtce High School Student	\$ 20.91	\$ 21.33	\$ 21.76
Mtce Inspection/Cert Premium	\$0.50	\$0.50	\$0.50
Fencing Premium	\$0.20	\$0.20	\$0.20
Tool Allowance	\$300.00/yr	\$400.00/yr	\$400.00/yr
Coverall Allowance	\$80.00/yr	\$80.00/yr	\$80.00/yr
<b>Boot Allowance</b>	n/a	\$125.00/yr	\$125.00/yr
<b>Office Staff</b>			
Receptionist/Human Resources Clerk	\$ 24.55	\$ 25.04	\$ 25.54
Office Assistant	\$ 24.00	\$ 24.48	\$ 24.97
Dispatch Clerk	\$ 24.00	\$ 24.48	\$ 24.97
Elementary Secretary	\$ 24.91	\$ 25.41	\$ 25.92
Secondary Secretary	\$ 24.55	\$ 25.04	\$ 25.54
Secondary Secretary--Maint/Trans	\$ 24.91	\$ 25.41	\$ 25.92
Secretary 1-Ab Ed / Sup. Serv / Admin Assist / McNaughton	\$ 24.77	\$ 25.26	\$ 25.77
Secretary 1-Dir of Instruction	\$ 24.85	\$ 25.34	\$ 25.85
Secretary 1-Correlieu/QSS/Cont Ed	\$ 26.54	\$ 27.07	\$ 27.61

<b>ARTICLE 32 – WAGES (continued)</b>	<b>Jul 01-2019 2.0%</b>	<b>Jul 01-2020 2.0%</b>	<b>July 01-2021 2.0%</b>
<b>Office Staff (con't)</b>			
Secretary 1-Accounts/Payroll	\$ 26.83	\$ 27.37	\$ 27.91
Purchasing Assistant	\$ 23.87	\$ 24.35	\$ 24.83
Office Casual	\$ 23.36	\$ 23.82	\$ 24.30
Accounting Assistant	\$ 27.26	\$ 27.81	\$ 28.36
Payroll Officer	\$ 30.91	\$ 31.53	\$ 32.16
Meals' Secretary	\$ 24.91	\$ 25.41	\$ 25.92
<b>Student Support Staff</b>			
Education Assistant	\$ 25.27	\$ 25.78	\$ 26.29
Indigenous Education Support	\$ 25.27	\$ 25.78	\$ 26.29
Indigenous Youth Care Worker	\$ 25.27	\$ 25.78	\$ 26.29
Youth Care Worker	\$ 25.27	\$ 25.78	\$ 26.29
Student Tutor	\$ 20.91	\$ 21.33	\$ 21.76
Certification Allowance	\$ 0.20	\$ 0.20	\$ 0.20
<b>Transportation</b>			
Driving Foreman	\$ 28.47	\$ 29.04	\$ 29.62
Bus Driver	\$ 25.45	\$ 25.96	\$ 26.48
Serviceman	\$ 23.26	\$ 23.73	\$ 24.20
Mechanic	\$ 30.90	\$ 31.52	\$ 32.15
Mechanic Foreman	\$ 33.18	\$ 33.85	\$ 34.52
Driver Trainer Premium	\$ 1.42	\$ 1.42	\$ 1.42
<b>Custodial Staff</b>			
Custodian	\$ 23.29	\$ 23.75	\$ 24.23
Foreman	\$ 28.80	\$ 29.38	\$ 29.96
Head Custodian Premium	\$ 15.38	\$ 15.69	\$ 16.00
<b>Student Supervisors</b>			
Student Supervisors (incl. Hol/Stat	\$ 22.68	\$ 23.14	\$ 23.60
Breakfast Club Coordinator (inc. Hol/Stat	\$ 22.68	\$ 23.14	\$ 23.60
Meals Coordinator	\$ 24.90	\$ 25.40	\$ 25.91
<b>StrongStart</b>			
StrongStart Educator	\$ 25.01	\$ 25.51	\$ 26.02
Early Learning Coordinator	\$ 26.15	\$ 26.68	\$ 27.21
<b>Network System Administration</b>			
Network Specialist	\$ 33.24	\$ 33.90	\$ 34.58
Network Specialist Lead Hand	\$ 35.32	\$ 36.02	\$ 36.74

## PART 2 - MAINTENANCE STAFF

### ARTICLE 33 – GENERAL CONDITIONS

#### Improvements to this Article take effect on July 1, 2020.

- (a) An annual tool allowance of \$400 will be paid to carpenters, mechanics, plumbers and electricians. Payments will be made semi-annually.

In the event of a School District facility fire, the Board will provide reimbursement for the loss of the above Tradesman's personal tools in such facility loss over and above the employee's personal insurance claims. The Board will provide similar reimbursement for personal tool losses caused by a major theft provided an intruder break-in and entry is established and verified by District staff and the R.C.M.P. Personal tools lost to mysterious disappearance or misplacement are not covered by this Article. It is understood that mechanics, at the Bus Shop, are included in this paragraph.

In order to qualify, employees must have pre-submitted personal tool inventory lists and photographs to the appropriate Supervisor.

The Board to issue for use (but to remain the property of the Board) gum boots and rubber clothing, hard hats, goggles and welder gloves, and an apron for each employee whose job normally requires same. Smocks will be provided in the store area.

Boot allowance of \$125 annually.

The Board will supply coveralls for mechanics and equipment operators.

Other Tradespersons will receive twenty dollars (\$20.00) per quarter towards the cost and upkeep of coveralls.

- (b) By mutual agreement between Maintenance Department Employees, and the Employer, Maintenance Department Employees may be assigned work on Heritage Day at the regular rate of pay. Employees shall receive a day off in lieu of the holiday, at their regular rate of pay, such day to be arranged by mutual agreement, but to be taken no later than the conclusion of the employee's next annual vacation.
- (c) Government Certified Tradespersons as designated by the Board as responsible for equipment, vehicles, buildings, (electrical, plumbing, etc.) inspections and certificates will receive a bonus of 50 cents per hour.
- (d) All positions for Journeyman, Carpenters, Electricians, Mechanics, Plumbers and Painters will be filled by persons who have B.C. Trades' qualification certificates or equivalent or be an indentured apprentice.
- (e) In order to assist with snow removal and ice problems, Maintenance Grounds Staff may be called in no earlier than 4:00 a.m. Such call-ins shall be at regular rates of pay and last for eight (8) consecutive hours with the inclusion of one-half (1/2) hour paid lunch break.

- (f) When bumping, all employees entering the Ground's Maintenance Department shall possess the following:
- (1) Valid BC Driver's Licence with Air Brakes,
  - (2) Certified in Power Saw Safety, Horticulture, Playground Safety, Sprinkler System and have a good working knowledge of Chain Link Fencing.
  - (3) Notwithstanding Article 32 (f) (2), all posted positions will allow the successful employee bidding on the position one year to complete certification as outlined in Article 32 (f) (2) above.

#### **ARTICLE 34 - HOURS OF WORK**

The normal hours of work for the maintenance staff will be based on a forty-hour five eight-hour day week, Monday to Friday inclusive. Each day shall be of eight (8) continuous hours except for the interruption of time (not to count) for meals, between 7:30 a.m. to 4:00 p.m. year round.

#### **PART 3 - OFFICE STAFF**

##### **ARTICLE 35 – GENERAL CONDITIONS**

- (a) Smocks will be provided in machine rooms in schools where duplicating or other similar equipment is to be operated.
- (b) Office Staff are not required to travel away from their location in the performance of their duty. Office staff that travel to other locations will be reimbursed mileage as per Board policy.

##### **ARTICLE 36 - HOURS OF WORK**

- (a) The normal hours of work for the Office Staff shall be based on a 35 hour 7-hour five day week, Monday to Friday inclusive in each week. Each day shall be of seven continuous hours except for the interruption of time (not to count) for meals, between 8:00 a.m. and 5:00 p.m.
- (b) The Dispatch Person shall work hours as assigned. Normal hours shall not exceed thirty-five (35) hours per week, seven (7) hours per day exclusive of the lunch hour period.
- (c) When the hours of work of an existing Office Staff position is increased by one hour per day or more, (calculated on a weekly basis) from the initial posting, the Board of Education will re-post the entire position.
- (d) When an Office staff position is increased from 10, 10 ¼, 10 ½ month to a 12 month position from the initial posting, the Board of Education will re-post the entire position.

#### **PART 4 – NETWORK SYSTEM ADMINISTRATION**

##### **ARTICLE 37 - HOURS OF WORK**

- (a) Network Specialists shall work hours as assigned based on forty (40) hours per week, eight (8) hours per day exclusive of the lunch hour period, Monday to Friday inclusive.

## **PART 5 - STUDENT SUPPORT STAFF**

### **ARTICLE 38– STUDENT SUPPORT SERVICES**

a) The Student Support Services Department includes Education Assistants (EA), Indigenous Education Support (IES), Indigenous Youth Care Workers (IYCW), and Youth Care Workers (YCW).

#### b) Qualifications

1. Education Assistants shall have a one year post-secondary certificate in a recognized teaching assistant or its equivalent program.
2. Youth Care Workers and Indigenous Youth Care Workers shall have a two year post-secondary diploma in the human service field or equivalent diploma.
3. Indigenous Education Support shall have a Grade 12 Dogwood and one year of post-secondary education.
4. Student Support Service employees who have acquired the certification in b.1 or b.2 above shall be entitled to 20 cents per hour bonus.
5. Student Support Service employees who were hired before July 1, 2010 and who were in receipt of the 20 cent per hour bonus will not lose their bonus as a result of the implementation of b.1 and b.2 above.

#### c) Assignment

1. Student Support Service employees are assigned to the District.
2. Student Support Service employees shall work hours as assigned. Normal hours shall not exceed thirty-five (35) hours per week, seven (7) hours per day. Lunch hour shall consist of one-half (1/2) hour without pay per day, Monday to Friday inclusive.

The Board may extend a Student Support Service employee's normal thirty-five (35) hours maximum work week to 40 hours at standard pay rates.

3. Both parties recognize that in special circumstances, the needs of the child, and/or the needs of the Student Support Service employee warrant a transfer of personnel. In such circumstances, Board representatives will discuss the merits of the case with the Union and individuals concerned including the reasons for requesting an internal transfer, possibly without a posting into a vacant position. Where the internal transfer is not into a vacant position, the employees directly affected must be in voluntary agreement before any such transfer is implemented. Such requests shall not be unreasonably denied.
4. Student Support Service employees will receive the following compensation for overnight curricular and extra-curricular trips requiring the supervision of District students:

These rates apply Monday to Sunday inclusive:

First seven (7) hours	- Straight time
Next two (2) hours	- Straight time

Next three (3) hours - Double time  
 Maximum daily amount, up to but not in excess of, twelve (12) hours.

5. Student Support Service employees who are directed by a principal to attend meetings will receive compensation for such attendance.
6. Where there is a reduction or elimination of all Student Support Services Employees hours during the school year, the employer may transfer the employee to a new location, with the same number of hours, for the balance of the school year or assign the employee on a relief basis for the balance of the school year with a guarantee of the same number of hours ONLY after a mandatory consultation meeting with the affected employee and the Departmental Union representative.

**7. Education Assistant June Process**

When there is no reduction in Education Assistant staffing at a school the number of EA positions will remain the same. A collaborative process will be used at the school site to assign student work load.

**d) Other**

1. Smocks and gloves will be provided for Student Support Services Employees where required.
2. Student Support Service employees shall not be required to enter private homes to provide Life Skills Programs.
3. Student Support Service employees shall not be required to transport students in their private automobiles.
4. When an employee is absent from work in order to take part in Board approved professional development activities, and the Board determines that a substitute is required, the Board will then pay the cost of the substitute.

**PART 6 - TRANSPORTATION STAFF**

**ARTICLE 39 – GENERAL CONDITIONS**

- (a) Part-time Drivers will receive a minimum of four hours pay per day.
- (b) Casual Drivers will receive a minimum of two hours pay for any assignment.
- (c) Drivers of mid-day and Special Needs runs will be paid a minimum of two hours pay for the mid-day run, but when extra work is added on, will not be entitled to payment for such work until the time actually worked exceeds two (2) hours.
- (d) Drivers who receive a minimum payment under the terms of Sections (a), (b), or (c) above will not be entitled to payment at overtime rates until the time actually worked exceeds eight hours.
- (e) Drivers working Extra-Curricular School Trips on Saturdays, Sundays, and Holidays will be paid at Straight Time rates for the first eight hours of cumulative driving time. Drivers will be guaranteed a minimum of eight hours pay for each full day of absence from the Quesnel area.

Drivers will be guaranteed a minimum of four hours pay for Extra-Curricular School Trips involving less than a full day's absence from the Quesnel area.

- (f) (1) Drivers offered curricular and extra-curricular trips from the weekday or sports trip Extra Work rosters will be paid at straight time rates for at least the first two (2) hours of any such work. If the Driver's other duties require that he or she work beyond eight (8) hours, the employee will not be entitled to overtime rates until the completion of the Driver's other duties and two (2) hours curricular or extra-curricular driving.
- (2) Drivers offered extra work such as mopping, washing and sweeping, will be paid straight time for the first two hours of any such work.

The above section will be considered a sunset provision for the duration of this Agreement and will not be carried forward without the agreement of both parties.

- (g) Drivers whose posted assignment involves working days of different lengths during the week will receive Statutory Holiday pay equivalent to the daily average of their normal week's work.
- (h) Drivers must be qualified for the type of equipment required and the requirements of the position.
- (i) The Board will pay a premium of five cents per hour to Mechanics who hold as a minimum a valid Survival First Aid Certificate. It is the responsibility of the employee to keep his or her certificate valid in order to continue qualifying for the premium.
- (j) A tool allowance as specified in the Maintenance Department will be paid to Mechanics working in the Transportation Department.
- (k) The Board will supply coveralls, and other protective clothing, for Mechanics and Servicemen, as specified in Part 2, Article 32 (a).

#### **ARTICLE 40 - HOURS OF WORK**

The normal hours of work for Transportation Department staff will be based on a forty hour, five day week of eight hours per day, Monday to Friday inclusive each week. Wherever possible, each day will consist of eight continuous hours except for the interruption of time for an unpaid meal break.

It is mutually agreed that during normal summer operations, the normal work day between July and August of each year, shall be between seven-thirty (7:30 a.m.) and four (4:00 p.m.) except for the interruption of time (not to count) for meals.

It is agreed that during other school closures the Transportation Department hours of work will normally be 7:30 a.m. to 4:00 p.m. Monday through Friday.

#### **ARTICLE 41 - ASSIGNMENT OF REGULAR WORK**

Regular Driving Work shall be considered as the transportation of students to or from regular classes.

- (a) For economic reasons the Board may assign routes without regard to seniority to Drivers who reside at or near the end of routes. The Board may assign such routes to new prospective Drivers, but agrees that it will do so only when a new route is introduced or when the existing route is vacated and only if the assignment does not result in the lay-off of any current Driver.

A person being assigned a permanent home-based route must be a resident of the area for three (3) months or more prior to the assignment.

Rural routes will be considered for introduction where the prospective kilometers eliminated meets or exceeds 15 kilometers one way (within 1/10<sup>th</sup> of a kilometer).

Rural routes will be introduced in accordance with the applicable Articles of the Union/Board Collective Agreement.

The measurement will take place from the Bus Shop gate to where the perspective Driver's driveway approach meets the main road.

- (b) All routes will be retained by the Driver to whom they were awarded unless vacated, canceled or significantly changed. An increase or decrease in the length of the route of thirty (30) minutes or more will constitute significant change. When a route is adjusted, the Driver will have the right to bump any Driver with less seniority (to the closest number of hours to their present posting), except where the hours are needed to maintain an eight hour position.
- (c) When a temporary vacancy occurs on any regular route, and it is expected that the vacancy will continue for longer than two weeks, the run will be offered to those other Part-Time Drivers who would gain a half-hour or more paid time per day by accepting the run. A Driver who accepts such a run will not receive any notation on the Extra Work roster for working the vacant run. A Driver who accepts a vacant run will be allowed a two-day trial period, after which the Driver must continue working that run for the duration of the regular employee's absence.
- (d) When a temporary vacancy occurs on a mid-day Kindergarten run the replacement of the Driver will be considered as Extra Work.
- (e) When a permanent vacancy occurs on any route, and the vacant position is posted, it will be awarded on the basis of seniority, subject to the qualifications of the Driver.

#### **ARTICLE 42 - ASSIGNMENT OF EXTRA WORK**

Extra Work will be considered to include driving work other than transportation of students to and from their regular classes, and work replacing absent employees in non-driving functions, such as sweeping, bus washing or clean-up work.

- (a) A roster of all Part-time Drivers will be maintained for Extra Work which occurs during the school day. This roster will be displayed at a location where it is conveniently accessible to employees during normal office hours.
- (b) Two other rosters of all Full-time and Part-time Drivers will be maintained, one for Sports Trips and a second for Overnight Trips. Trips are to be considered Sports Trips if the expected start time is before 6:30 a.m. or the expected completion time is after 6:30 p.m. Trips are to be considered Overnight Trips if the Driver must lodge away from the Quesnel area.
- (c) Extra Work will be first offered to the Driver who is next in line on the appropriate roster. Placement of the Driver's name on the stairwell blackboard during normal working hours or reasonable effort to contact the Driver's residence by phone outside of normal working hours will constitute an offer of Extra Work.

- (d) When an offer of Extra Work has been made to a Driver, the details of the assignment or "Pass" will be noted next to the Driver's name on the list, depending on whether the Driver accepts or declines the offer of Extra Work. The Driver then reverts to last place on the roster.
- (e) Drivers who are unavailable for extra work for any reason, other than conflicting mid-day runs, will be assigned a "Pass" on the appropriate roster.
- (f) When the Extra Work results from the need to replace a Driver who is absent, the Board reserves the right to break up the normal duties and assign the work to more than one Driver in an effort to minimize the payment of overtime.
- (g) The Board reserves the right to limit the assignment of Extra Work for Special Needs service to those Drivers who have been trained for Special Needs work.
- (h) The Board reserves the right to limit the assignment of Extra Work to specific Drivers, where such Extra Work is of a specialized nature which only certain Drivers have gained expertise in performing, such as the repair of seats. Drivers selected in this manner will receive the normal notation on the appropriate roster. The Board agrees to assist interested employees in becoming qualified for such jobs.
- (i) Extra Work once awarded, will not be reassigned to another Driver unless the Driver to whom it was offered subsequently declines. The Board reserves the right to alter or cancel any Extra Work assignment if circumstances warrant.
- (j) Extra trips during the day will normally be assigned on the morning of the day prior to trip operation. Sports Trips and Overnight Trips will normally be assigned five working days in advance. Extra Work resulting from the need to provide busses for fire crews or to replace a Driver who is unexpectedly absent may be assigned with less notice than the above guidelines.
- (k) A driving assignment of thirty (30) minutes expected duration or less may be assigned by the Board, without regard to the Extra Work roster, where such work can be coupled with regular work and paid as continuous time. Drivers performing such work will not receive a notation on the Extra Work roster.
- (l) Drivers who perform work for District Departments other than the Transportation Department will receive a notation on the Extra Work roster for such work. Drivers working for other District Departments agree to decline Extra Work offered by the Transportation Department whenever the acceptance of such work would result in them working overtime.
- (m) The Board will encourage the use of District busses for all Curricular and Extra-Curricular travel.
- (n) For economic reasons, the Board reserves the right to assign home-based casuals as spares without regard to length of services.  
  
In order to maintain equity in hours of work for casual drivers, subject to employee availability, the transportation supervisor will schedule spare work (day to day and/or two weeks in less in duration) on a rotational basis.
- (o) Once a bus driving posting has cleared employees as described in Article 1 (b) and Article 1 (c), the senior casual Bus Driver will be offered the posting.

## **ARTICLE 43 - OVERNIGHT TRIPS**

- (a) Drivers are paid a minimum of 8 hours per day for every day away from Quesnel.
- (b) Schools pay drivers' meal allowance as per District Policy:
- (c) Schools pay for drivers' accommodation and must not be a shared room. Schools have the option of booking the room or leaving it up to the driver.
- (d) On return date, drivers' time is to start when school requests bus service or at the pre-arranged check-out time (schools have been informed to hold the room as long as possible in cases of late departures.)
- (e) All trips are subject to the National Safety Code hours of service regulations.

## **PART 7 - CUSTODIAL STAFF**

### **ARTICLE 44 – GENERAL CONDITIONS**

- (a) The Head Custodian shall receive \$14.00 per month over and above the basic rate, for each employee they are responsible for.
- (b) Where a full-time custodian is known in advance to be absent for three (3) consecutive weeks, but not more than six (6) consecutive weeks, the shift will be offered to a part-time custodian who has previously notified the Supervisor of his/her interest in such work. This Article only applies to custodians holding one District posting.
- (c) Where Custodians are employed on less than a full day basis, the assignment will approximate 2,000 sq. ft. per hour to a maximum of approximately 16,000 sq. ft. per day.
- (d) Every school shall be supplied by the Board with rubber gloves, goggles, dust masks and hearing protection when required for the use of Custodial Staff.

The Board shall issue for use (but to remain the property of the Board) coveralls for custodians working in shop areas and the Agriculture building.

- (e) Under special circumstances, and by mutual agreement between Management and the Custodian, or Custodians concerned and the Union, a Custodian may be transferred to another Custodian position.
- (f) Where special circumstances warrant, a Custodian may be assigned to Correlieu Secondary School, Quesnel Junior School, and/or École Baker Elementary, for duties resulting from such circumstances, on Saturdays and Sundays at the regular rates of pay.

Regular staff will be given first preference for extra work as a result of Continuing Education and rentals provided they accept this work at straight time rates.

Student based activities requiring custodial services will be given to regular employees at prevailing pay rates.

- (g) When written Custodial shift evaluations are undertaken, a copy of the written evaluation form will be provided to the Custodian evaluated.

By mutual agreement, a Union representative(s) may be called on for assistance.

- (h) The Custodial Shop Stewards, Negotiators, Forman and Management will continue with the Joint Committee to keep communications open and develop team building.
- (i) Preference will be given to hiring employees to the Custodial Department who have a Building Service Worker level I and level II Course or comparable certification.

Employees in a posted position outside the Custodial Department who have their hours reduced or lose their position through bumping or lay-off may bump into the Custodial Department, providing they take the next available Building Service Workers course. Employees in a posted position wishing to bid into the Custodial Department must first complete the Building Service Worker course.

Building Service Worker course to be expanded to include Resilient Floor Care.

## **ARTICLE 45 - HOURS OF WORK**

The forty-hour, five consecutive day work week, from Monday to Friday is to be in effect.

When the hours of work of an existing Custodian position is increased by one hour per day or more, (calculated on a weekly basis) from the initial posting, the Board of Education will re-post the entire position.

When a Custodian position is increased from 10, 10 ¼, 10 ½ month to a 12 month position from the initial posting, the Board of Education will re-post the entire position.

### **CUSTODIANS - DAY SHIFT**

Any eight consecutive hours, not including mealtime, between 7:00 a.m. and 3:30 p.m. will constitute the day shift.

### **CUSTODIANS - AFTERNOON SHIFT**

The normal hours of work for the Custodial staff will be based on five (5) days a week and forty (40) hours per week Monday through Friday inclusive. Each day shall be eight (8) continuous hours between the hours of 12:00 Noon and 12:00 Midnight. Included is the paid mealtime observed as one-half (1/2) hour meal break.

The normal work day between July and August of each year shall be between seven-thirty (7:30) a.m. and four (4:00) p.m. except for the interruption of time (not to count) for meals. Christmas break and Spring break clean-up will operate from the hours of seven-thirty (7:30) a.m. to four (4:00) p.m. except for the interruption of time (not to count) for meals.

## **CUSTODIANS - NIGHT SHIFT**

Will be from midnight to 7:00 a.m. including mealtime, for which eight (8) hours pay will be paid. The paid mealtime is observed as one-half hour.

## **CUSTODIANS - SUMMER SHIFT**

The normal work day, between July and August of each year, shall be between seven-thirty (7:30 a.m.) and four (4:00 p.m.) except for the interruption of time (not to count) for meals.

## **PART 8 - APPRENTICES**

### **ARTICLE 46 – GENERAL CONDITIONS**

Apprentices will be employed under the terms of the agreement except as follows:

- (a) The Probationary period for Apprentices will be 30 working days.
- (b) Apprentices shall be hired on a ratio of 3 to 1, i.e. 1 apprentice to every 3 journeymen in the trade.
- (c) Apprentices will serve a four (4) year term and upon successful completion of such term shall be given seniority equal to their apprenticeship training time with the Board.

Employees with seniority earned prior to commencing their apprenticeship will maintain such prior seniority during their apprenticeship. Apprentices will be permitted to bid out on other jobs if they so wish and prior seniority will count. However, no seniority for the apprenticeship period will be granted unless the apprenticeship is completed.

- (d) In the event of lay-off, apprentices shall maintain their seniority and be able to exercise his/her rights as in Article 14, subject to qualifications.
- (e) While attending an approved vocational school an apprentice will receive from the Apprenticeship Branch allowance and school expenses in accordance with the government schedule of grants pertaining to apprenticeship training.

The Apprentice shall receive from the Board an allowance comprised of his/her regular straight time rate based on a 40 hour week.

- (f) Rates of pay for Apprentices shall be a percentage of the appropriate Journeyman rate as stated below:

1st 6 months	60%	5th 6 months	80%
2nd 6 months	65%	6th 6 months	85%
3rd 6 months	70%	7th 6 months	90%
4th 6 months	75%	8th 6 months	95%

## **PART 9 - STUDENT SUPERVISORS**

This Part of the Collective Agreement is the only Part that is applicable to Student Supervisors. In addition to Part 9, Part 1 - Articles 1 (d), 2, 3, 6, 23, 24, 26, 27, 28, 29 and 31 are also applicable.

### **ARTICLE 47 - GENERAL CONDITIONS**

- (a) A Student Supervisor is an employee whose job is to supervise students during non-instructional time. They are not to do office, secretarial or custodial work; no supervision of students who require one-to-one support and no work done by other job classifications of the Collective Agreement. .
- (b) A Student Supervisor required to assist with the school Meals' Program, shall be paid an additional 15 minutes.
- (c) A Student Supervisor shall try to build and maintain good relationships with students and staff.
- (d) A Student Supervisor shall maintain confidentiality of all work related information.
- (e) It is recognized that teachers may also provide noon hour supervision pursuant to the School Act. Teachers providing such supervision do not fall under the terms of this Agreement.
- (f) Regular employees who are successful applicants for the position of Student Supervisors shall be subject to the terms and conditions of this ARTICLE and shall not be paid overtime as a result of work performed as a Student Supervisor.
- (g) Student Supervisors, as a condition of employment, shall become members of the Union.
- (h) The probationary period for Student Supervisors shall be three (3) calendar months.
- (i) Student Supervisors will be invited, by their School Principal, to attend training/workshop sessions, as determined to be appropriate by the School Principal, and will receive their regular daily rate of pay. Student Supervisors may voluntarily attend training/workshops that are appropriate to their assignment.
- (j) Student Supervisors may request leaves of absence from their school principal. Leaves will not be unreasonably denied. A consideration will be the school's ability to replace the student supervisor.

### **ARTICLE 48 - WAGES**

The hourly rate is inclusive of vacation pay and statutory holiday pay.

### **ARTICLE 49 - HOURS OF WORK**

- (a) The normal work period for a Student Supervisor will be a minimum of one (1) continuous hours.
- (b) The minimum time that a Student Supervisor shall work is one (1) continuous hour.

- (c) In the event that a Student Supervisor reports to work but is sent home he/she shall be paid for one (1) hour of work at his/her regular rate of pay.
- (d) Meetings and consultations, called by Managers, are to be considered as extra work and the Student Supervisor will be paid.
- (e) The parties recognize the value of occasional in-service programs. Such programs may be organized with or without pay. If organized without pay, attendance will not be mandatory.

#### **ARTICLE 50 - SENIORITY**

- (a) Seniority for Student Supervisors will be on a classification basis only and used for placement in that classification only.
- (b) Seniority shall be accumulated, and be effective from the first day of work and maintained on a separate seniority list. Where seniority dates are equal, alphabetical application of surnames followed by given names shall apply as tie breakers.
- (c) Student Supervisors shall be entitled to use their seniority for other work within the Student Supervisor classification and location of shift preference.
- (d) The Board will maintain a seniority list showing the date upon which each Student Supervisor's service commenced. An up-to-date seniority list will be sent to the Union in January.

#### **PART 10 - CASUAL EMPLOYEES**

##### **ARTICLE 51 – GENERAL CONDITIONS**

This part of the Collective Agreement is the only Part that is applicable to casual employees.

Once a posting has cleared employees as described in ARTICLE 1 (b) and ARTICLE 1 (c), applications will be accepted from casual employees, or Student Supervisors provided they have completed:

- 360 hours service in ten months, or
- 300 hours over two years (for Student Supervisors only), or
- attended work for 120 days in ten months.

Employees will be responsible for tracing their time.

Pursuant to Article 5, all casual employees and Student Supervisors must have the qualifications required for the posted position.

Subject to the formula above, it is understood that the casual employee and Student Supervisors' seniority date will begin the later of September 1, 1997 or the first day of work. Such seniority will only be applicable for job posting bidding purposes. Where there is a tie, date of hire will apply.

Seniority will earn the right to be placed in a pool and the Board reserves the right to select the most qualified for the vacancy from within that pool. When the senior candidate is not awarded the job, reasons will be given, if requested.

Senior Casual employees and Department Supervisors are encouraged to meet occasionally to review qualifications and employment prospects.

Furthermore, it is also understood that if a casual employee or Student Supervisor is awarded a posted position, a seniority date will be assigned in accordance with Article 4 (f).

## **PART 11 – STRONGSTART PROGRAM**

### **ARTICLE 52 – STRONGSTART PROGRAM**

StrongStart Educators are responsible for the delivery of the StrongStart Pre-school Program.

#### a) Qualifications

1. A certificate or diploma in Early Childhood Education and a Community Care Facilities Branch BC License to Practice.
2. A valid Child Safe First Aid Certificate.

#### b) Assignment

1. A regular part-time employee shall mean an employee, who having completed the trial period in Article 5 (c), has been assigned a bulletined position involving less than four (4) hours daily employment. (The hours of daily employment for StrongStart Outreach Educators may be averaged over a five (5) day work week).
2. A regular full-time StrongStart employee shall mean an employee who having completed the trial period in Article 5 (c), has been assigned to a bulletined position of four (4) hours regular daily employment plus up to one (1) hour per week of flex time.
3. Any paid rest period shall be taken during times that will not interfere with the operation of the StrongStart Centre.
4. The District may employ a StrongStart Coordinator who will be responsible for supporting the StrongStart Educators .
5. In recognition of the character of the StrongStart Program, and in addition to the terms contained in Article 14 (b), the employer reserves the right to deny an employee to bump into a StrongStart Educator position if this would create a negative impact on the StrongStart Program.
6. StrongStart Educators will take their annual vacation during Christmas and Spring Break or otherwise when the program is not operating.
7. The daily operation of the StrongStart Program may not mirror the K-12 education programs of the school day.
8. The qualifications, fitness and ability required for the StrongStart Coordinator and Educators are established in Schedule 1 of the November 13, 2012 Letter of Understanding between the parties.

Note: This article replaces the LOU on pages 55-57. Following the inclusion of this article in the collective agreement, the terms, conditions and practices in the LOU and Schedule 1, dated November 13, 2012, are to continue unless the parties mutually agree to amend them.

## **PART 12 - DURATION OF AGREEMENT**

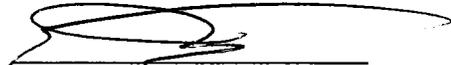
### **ARTICLE 53 -Terms**

- (a) This agreement is for the period July 1<sup>st</sup>, 2019 to June 30<sup>th</sup>, 2022 inclusive, and from year to year thereafter, subject to the right of either party, by written notice to the other party, to require the commencement of collective bargaining pursuant to the statutes of the Province of British Columbia.
- (b) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter remain in full force and effect until the Union, shall give notice to strike or the Board shall give notice of lockout, or the parties shall conclude a renewal or revision of the Agreement, or a new collective agreement.
- (c) The operation of Section 96 (1) of the Labour Code of British Columbia is hereby excluded.

**IN WITNESS WHEREOF** the Corporation Seal of the Board has been hereunto affixed attested by the hand of its proper officers in that behalf, and has been executed by the duly authorized officers of the Union on the day and year above written.

**THE CORPORATE SEAL** of the Board was hereunto affixed by and in the presence of:

**FOR THE BOARD:**

  
 \_\_\_\_\_  
 David Chapman  
 Chairperson of the Board

  
 \_\_\_\_\_  
 Jennifer Woollends  
 Secretary-Treasurer

**FOR THE UNION:**

  
 \_\_\_\_\_  
 Jeanette Beauvillier  
 President CUPE

  
 \_\_\_\_\_  
 Laurie Spooner  
 Vice-President

**PART 13 – LETTERS OF UNDERSTANDING/INTENT**

**LETTER OF UNDERSTANDING  
RE NEW CONSTRUCTION**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
BARGAINING COUNCIL, (CUPE), LOCAL UNIT 4990  
(Hereinafter called "the Union")**

This LETTER sets out the conditions under which new construction crews will be employed by School District No. 28.

Any grievance of difference in interpretation under this Letter will be settled in accordance with the grievance and arbitration procedures as set out in the current Collective Agreement between the parties hereto.

**ARTICLE 1 - CONSTRUCTION BY SCHOOL BOARD EMPLOYEES**

- (a) When the Board builds new schools or new additions to schools with their own work forces, carpenters so employed will be members in good standing with CMAW Local Unit 1998 Prince George prior to commencing work with the Board.
- (b) Carpenters so employed will receive the wages and all other Fringe benefits, and shall receive and adhere to all other conditions of employment as set out in the Construction, Maintenance and Allied Workers current Carpenters Standard Commercial/Institutional Agreement, and any successor agreement negotiated during the life of this Agreement, between Construction, Maintenance and Allied Workers and the Construction Labour Relations Association of British Columbia, or their successors.
- (c) When the Board employs painters and/or labourers on new construction, the first employed shall be members of CMAW Local Unit 1998 who have worked for the Board previously, or members of CUPE Local 4990 who have worked on the maintenance staff and were laid off because of lack of work.
- (d) Should no members of CMAW Local Unit 1998 or CUPE Local 4990 be available, then the Board may obtain persons elsewhere. Such persons will not be required to join the Union, but will be subject to deductions for union dues in accordance with Article 3 (b), Union Security, of the Collective Agreement.

- (e) The wage scale for painters employed on new construction will be, as per the basic rate as provided in the C.L.R.A. Agreement in effect from time to time.

Painters shall receive fringe benefits as set out in the current Agreement between School District No. 28 (Quesnel) and the Construction, Maintenance and Allied Workers, Local Unit 1998, except for the provisions of Articles 8 (Statutory Holidays) and 9 (Annual Vacation), for which they will be paid an allowance of 8% of their wages earned, in lieu of the Statutory Holiday and Annual Vacation pay provided for under Articles 8 and 9 of the main agreement. This allowance shall be added to their regular pay cheque payable on established pay days.

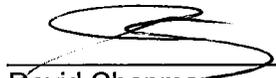
- (f) The wage scale for labourers on new construction will be, as per the basic rate as provided in the C.L.R.A. Agreement in effect from time to time.

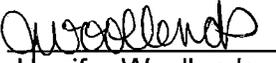
Labourers shall receive benefits as set out in the current Agreement between School District No. 28 (Quesnel) and the Construction, Maintenance and Allied Workers, Local Unit 1998, except for the provisions of Articles 8 (Statutory Holidays) and 9 (Annual Vacation), for which they will be paid an allowance of 12% in lieu of the Statutory Holiday and Annual Vacation pay provided for under Articles 8 and 9 of the main Agreement. This allowance will be added to their regular pay cheque payable on established pay days.

- (g) New construction is any construction which requires architectural or engineering plans.
- (h) Any member or members of CUPE Local 4990 engaged in new construction work shall receive wages as set out in the rated building trade agreement and any successor agreement negotiated during the life of this contract, in accordance with C.L.R.A. or their successors, and shall receive all fringe benefits as set forth in this agreement between CUPE Local 4990 and the Board.

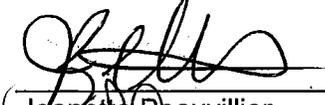
DATED at QUESNEL, B.C. this 6 day of February, 2020.

**FOR THE BOARD:**

  
 \_\_\_\_\_  
 David Chapman  
 Chairperson

  
 \_\_\_\_\_  
 Jennifer Woollends  
 Secretary-Treasurer

**FOR THE UNION:**

  
 \_\_\_\_\_  
 Jeanette Beauvillier  
 President

  
 \_\_\_\_\_  
 Laurie Spooner  
 Vice-President

**LETTER OF INTENT**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
BARGAINING COUNCIL, (CUPE), LOCAL 4990  
(Hereinafter called "the Union")**

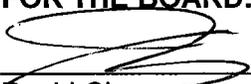
**Trades Rates**

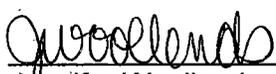
The parties agree that trades rates paid by the Quesnel School District are low and that this should be addressed in future bargaining sessions as PSEC guidelines and District finances allow facilitation of improvements in this area.

Newly established rates, when restructured, should consider rates paid to Tradespersons in our neighbouring School Districts as a benchmark.

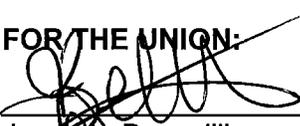
DATED at QUESNEL, B.C. this 10 day of February, 2020.

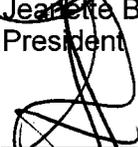
**FOR THE BOARD:**

  
\_\_\_\_\_  
David Chapman  
Chairperson

  
\_\_\_\_\_  
Jennifer Woollends  
Secretary-Treasurer

**FOR THE UNION:**

  
\_\_\_\_\_  
Jeanette Beauvillier  
President

  
\_\_\_\_\_  
Laune Spooner  
Vice-President

**LETTER OF INTENT**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
BARGAINING COUNCIL, (CUPE), LOCAL 4990  
(Hereinafter called "the Union")**

**EDUCATION ASSISTANTS - LEVELING SYSTEM**

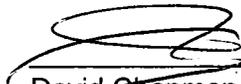
The Board and Union agree to work towards the implementation of a qualification level system within this Department that is based on educational and/or job related experience factors.

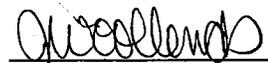
The Board is not opposed to the principles of levels or lines of progressions.

The parties agree that this should be addressed in future bargaining sessions as PSEC guidelines and District finances allow facilitation of improvements in this area.

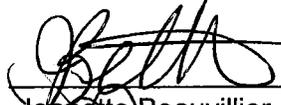
DATED at QUESNEL, B.C. this 6 day of February, 2020.

**FOR THE BOARD:**

  
\_\_\_\_\_  
David Chapman  
Chairperson

  
\_\_\_\_\_  
Jennifer Woollends  
Secretary-Treasurer

**FOR THE UNION:**

  
\_\_\_\_\_  
Jeanette Beauvillier  
President

  
\_\_\_\_\_  
Laurie Spooner  
Vice-President

**LETTER OF INTENT**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
BARGAINING COUNCIL, (CUPE), LOCAL 4990  
(Hereinafter called "the Union")**

**SPECIAL SERVICES TO YOUTH EMPLOYEES - LEVELING SYSTEM**

The Board and Union agree to work towards the implementation of a qualification level system within this Department that is based on educational and/or job related experience factors.

The Board is not opposed to the principles of levels or lines of progressions.

The parties agree that this should be addressed in future bargaining sessions as PSEC guidelines and District finances allow facilitation of improvements in this area.

DATED at QUESNEL, B.C. this 6 day of February, 2020.

**FOR THE BOARD:**

  
\_\_\_\_\_  
David Chapman  
Chairperson

  
\_\_\_\_\_  
Jennifer Woollends  
Secretary-Treasurer

**FOR THE UNION:**

  
\_\_\_\_\_  
Jeanette Beauvillier  
President

  
\_\_\_\_\_  
Laurie Spooner  
Secretary

**LETTER OF UNDERSTANDING****BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
BARGAINING COUNCIL, (CUPE), LOCAL 4990  
(Hereinafter called "the Union")**

**Floaters-Custodial/Bus Driving**

The Board and the Union recognize that, given the recent and foreseeable reductions in working hours for Local 4990 employees, the parties would like to provide for a working arrangement whereby more senior Custodial and Bus Driving Local 4990 employees (Floaters) can be given an opportunity to provide service in temporarily vacated Local Unit 4990 positions subject to the following arrangements:

**Eligibility**

1. The Local 4990 employee must submit their name and identify the positions that they would like to work in to their appropriate Supervisor.
2. The employee must be qualified to perform the work.
3. The work would be awarded to the most senior, qualified person on the appropriate Floater list.
4. This is not a roster system, the employee would remain in order of senior position on the floater list.
5. Once an employee is committed to the hours available, they are committed to staying for the length of the work. (Complete the block of work.)
6. This is based on qualifications, there is no training or orientation period.
7. This only applies to employees in situations where they will experience an increase in hours or earnings over and above their posted position. (i.e. Full time people are not eligible.)
8. The Board is not required to incur any additional expenses as a result of this floater program.
9. The minimum range for utilizing this program is for absences greater than the 3-5 day range.
10. There are a number of specialized positions within the District that are not eligible for utilization under this letter. Those will be identified by Management. It is intended that eligibility apply to most Custodian positions, most Bus Driver positions.

**LETTER OF UNDERSTANDING**

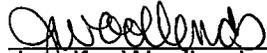
- 11. This letter does not require the Board to provide replacement workers for all positions. The current practice of utilizing internal coverage replacements for employees that are away is not affected by this letter.
- 12. This Article applies only to replacement coverage of regularly posted positions and does not apply to any of the extra work rosters at the Bus Shop.

This Letter of Understanding will be considered a Sunset provision for the duration of the Collective Agreement and will not be carried forward without the agreement of both parties.

DATED at QUESNEL, B.C. this 6 day of February, 2020.

**FOR THE BOARD:**

  
\_\_\_\_\_  
David Chapman  
Chairperson

  
\_\_\_\_\_  
Jennifer Woollends  
Secretary-Treasurer

**FOR THE UNION:**

  
\_\_\_\_\_  
Jeanette Beauvillier  
President

  
\_\_\_\_\_  
Laurie Spooner  
Vice-President

**LETTER OF UNDERSTANDING**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
(CUPE), LOCAL 4990  
(Hereinafter called "the Union")**

**Strong Start Coordinator**

1. The Employer created the positions of Strong Start Coordinators responsible for delivery of the Strong Start Program and identified the requisite qualifications, fitness and ability consistent with the program objectives and direction of the Ministry of Education.
2. The Employer has agreed to the inclusion of the Strong Start Coordinator positions within the bargaining unit represented by the Union. The Union has agreed to the terms of this Letter of Understanding to recognize the distinct character of the pre-school Strong Start Program. In extending this voluntary recognition, the Employer does not concede it was obliged to post and fill the initial positions under the collective agreement. It extends recognition without prejudice to the stand it may take in the creation of new positions or new work, other than Strong Start Coordinators, in the future.
3. With the inclusion of the current and future Strong Start Coordinator positions under the collective agreement, the Employer has set the qualifications, fitness and ability in the attached Schedule 1. The Union acknowledges the Employer's right to set the qualifications, fitness and ability and agrees that the qualifications established in Schedule 1 are fair and equitable. It is understood that any future variation of the qualifications, fitness and ability by the Employer will be subject to challenge if the Union does not believe the variation is a proper exercise of management and contractual rights under the collective agreement.
4. The Employer and Union acknowledge these newly-created and included positions under the collective agreement will be subject to review under the Job Evaluation Committee Maintenance Procedures Letter of Understanding. Any retroactivity under the Job Maintenance Plan will be effective July 1, 2010.
5. Subject to the terms of the Letter of Understanding – Strong Start Incumbent – Transition Plan, the parties agree that the incumbent Strong Start Coordinator shall be recognized as an employee of the District within CUPE Local 4990 bargaining unit who will continue to be paid at their existing wage. Benefits shall commence August 1, 2010. The incumbent's seniority dates shall be the date they started employment with the employer.
6. In recognition of the character of the Strong Start Program, similar to the recognition given to the distinct character of some other programs and positions under the collective agreement, the Union and Employer have agreed that in addition to the terms contained within Clause 14 (b) the following shall apply to Strong Start Coordinators.

*The employer reserves the right to deny an employee to bump into a Strong Start Coordinator position if this would create a negative impact on the Strong Start Program.*

- 7. The times of the year at which the Strong Start Program will be offered and whether it will always be tied to the school calendar are uncertain. It is agreed that as a ten-month program, the annual vacation for the Strong Start Coordinator is to be scheduled so there is not interruption with the delivery of the program. The Union and Employer have agreed that in addition to the terms contained within Clause 9 of the collective agreement, the following shall apply to Strong Start Coordinators:

*Strong Start Coordinators*

*Strong Start Coordinators will take their annual vacation during Christmas and Spring Break or otherwise when the program is not operating.*

*Classification*

*A regular part-time employee shall mean an employee, who having completed the required thirty (30) working days probationary period, has been assigned to a bulletined position involving less than four (4) hours daily employment. (The hours of daily employment for Strong Start Outreach Coordinators may be averaged over a five (5) day work week.)*

*A regular full-time Strong Start employee shall mean an employee who having completed the required thirty (30) working days probationary period, has been assigned to a bulletined position of four (4) hours regular daily employment plus up to one (1) hour per week of flex time.*

*Break Periods*

*The parties agree that any paid rest period shall be taken during times that will not interfere with the operation of the Strong Start Centre.*

- 8. The daily operation of the Strong Start Program may not mirror the K-12 education programs or the school day.
- 9. The Union and the Employer agree that this Letter of Understanding will continue until such time as the Union and the Employer agree to terminate or amend the Letter of Understanding.

DATED at QUESNEL, B.C. this 6 day of February, 2020.

**FOR THE BOARD:**

**FOR THE UNION:**

  
 \_\_\_\_\_  
 David Chapman  
 Chairperson

  
 \_\_\_\_\_  
 Jeanette Beauvillier  
 President

  
 \_\_\_\_\_  
 Jennifer Woollends  
 Secretary-Treasurer

  
 \_\_\_\_\_  
 Laurie Spooner  
 Secretary

**SCHEDULE 1****Required Qualifications, Skills and Abilities**

Without limiting management's right to establish or vary the qualifications, skills and abilities required for the position, the required qualifications, skill attributes and abilities that must be demonstrated for the position of Strong Start Coordinators include:

1. A certificate, preferably a Diploma, in Early Childhood Education;
2. A Community Care Facilities Branch B.C. License to Practice;
3. Currency with early learning and child care issues;
4. A valid Child Safe First Aid Certificate;
5. A clear Criminal Record Review, completed prior to hiring;
6. Experience in creating, planning, implementing and budgeting for a parent participation early learning program;
7. Strong verbal and written communication skills and interpersonal skills, and ability to plan and implement special events, workshops, meetings and information sessions;
8. Strong organizational and planning skills;
9. An understanding of and a commitment to quality early learning;
10. Credibility with and an ability to work effectively with and proactively establish positive working relationships with a variety of parents, children, volunteers, professionals, community agencies and partners and community members;
11. Ability to work proactively and in a self-directed manner to foster an atmosphere of trust and respect, to promote awareness of early learning issues and to promote and market the Strong Start program as required;
12. Knowledge of child development, family dynamics, community resources and supports and early learning;
13. A class 5 drivers license and access to own vehicle;
14. Such other qualifications, skills and abilities as may be required to meet Ministry requirements or the terms of the Strong Start contract.

**LETTER OF UNDERSTANDING**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
(CUPE), LOCAL 4990  
(Hereinafter called "the Union")**

In the event the Ministry of Education reduces the hours of instruction for Kindergarten, the following Articles will be reinstated in the Collective Agreement as they were written in the 2010-2012 Agreement:

- Article 37.c.7
- Article 38.c
- Article 40.d
- Article 40.f

DATED at QUESNEL, B.C. this 6 day of February, 2020.

**FOR THE BOARD:**

  
 \_\_\_\_\_  
 David Chapman  
 Chairperson

  
 \_\_\_\_\_  
 Jennifer Woollends  
 Secretary-Treasurer

**FOR THE UNION:**

  
 \_\_\_\_\_  
 Jeanette Beauvillier  
 President

  
 \_\_\_\_\_  
 Laurie Spooner  
 Vice-President

**LETTER OF UNDERSTANDING**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
BARGAINING COUNCIL, (CUPE), LOCAL 4990  
(Hereinafter called "the Union")**

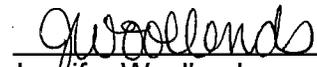
**UPDATE ARTICLE 32 - WAGES**

The Quesnel School District will develop an updated Article 32 to reflect the new wage rates.

DATED at QUESNEL, B.C. this 6 day of February, 2020.

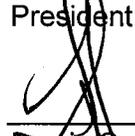
**FOR THE BOARD:**

  
\_\_\_\_\_  
David Chapman  
Chairperson

  
\_\_\_\_\_  
Jennifer Woollends  
Secretary-Treasurer

**FOR THE UNION:**

  
\_\_\_\_\_  
Jeanette Beauvillier  
President

  
\_\_\_\_\_  
Laurie Spooner  
Vice-President

**LETTER OF UNDERSTANDING**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
BARGAINING COUNCIL, (CUPE), LOCAL 4990  
(Hereinafter called "the Union")**

**PROCEDURE FOR CONTRACTUAL DISCUSSIONS**

The Quesnel School District and CUPE Local 4990 agree to meet a minimum of three times per year during each year of the contract to discuss contractual issues.

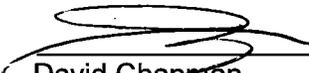
The agenda and the number of people attending each meeting will be agreed to by the parties in advance.

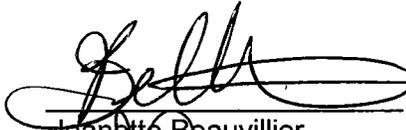
The District will provide release time with pay for CUPE members to attend.

DATED at QUESNEL, B.C. this 6 day of February, 2020.

**FOR THE BOARD:**

**FOR THE UNION:**

  
\_\_\_\_\_  
David Chapman  
Chairperson

  
\_\_\_\_\_  
Jeanette Beauvillier  
President

  
\_\_\_\_\_  
Jennifer Woollends  
Secretary-Treasurer

  
\_\_\_\_\_  
Laurie Spooner  
Vice-President

**LETTER OF UNDERSTANDING**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
BARGAINING COUNCIL, (CUPE), LOCAL 4990  
(Hereinafter called "the Union")**

**PROFESSIONAL LEARNING FUND**

The Board and the Union agree that, commencing July 1, 2020, \$36,483 of the total funding of \$39,183 provided for in Item 3 of the 2019-2022 Provincial Framework Agreement, will be used to establish a Professional Learning Fund for all CUPE employees in the district.

The Fund may be used to provide access to specific training as agreed upon by the parties. The Fund will support the ability of employees to provide high quality service in their position in the district.

The joint Labour Management Committee will administer the Professional Learning Fund. Any remaining funds available at the conclusion of the year will be rolled over to the following year. The district is under no obligation to expend more than the agreed to allocation of \$36,483.00 per year.

DATED at QUESNEL, B.C. this 6 day of February, 2020.

**FOR THE BOARD:**

**FOR THE UNION:**

  
\_\_\_\_\_  
David Chapman  
Chairperson

  
\_\_\_\_\_  
Jeanette Beauvillier  
President

  
\_\_\_\_\_  
Jennifer Woollends  
Secretary-Treasurer

  
\_\_\_\_\_  
Laurie Spooner  
Vice-President

**LETTER OF UNDERSTANDING**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
BARGAINING COUNCIL, (CUPE), LOCAL 4990  
(Hereinafter called "the Union")**

All references to Aboriginal Education Support and Aboriginal Youth Care Worker will be changed to Indigenous Education Support and Indigenous Youth Care Worker where applicable in the Collective Agreement.

DATED at QUESNEL, B.C. this 6 day of February, 2020.

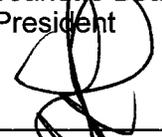
**FOR THE BOARD:**

  
\_\_\_\_\_  
David Chapman  
Chairperson

  
\_\_\_\_\_  
Jennifer Woollends  
Secretary-Treasurer

**FOR THE UNION:**

  
\_\_\_\_\_  
Jeanette Beauvillier  
President

  
\_\_\_\_\_  
Laurie Spooner  
Vice-President

**LETTER OF UNDERSTANDING**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 28 (QUESNEL)  
(Hereinafter called "the Board")**

**AND**

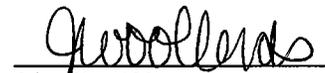
**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
BARGAINING COUNCIL, (CUPE), LOCAL 4990  
(Hereinafter called "the Union")**

Should the district re-instate a continuing education centre then Article 18 – Upgrade Training will remain in force. This LOU is for the term of the Collective Agreement (three years).

DATED at QUESNEL, B.C. this 6 day of February, 2020.

**FOR THE BOARD:**

  
\_\_\_\_\_  
David Chapman  
Chairperson

  
\_\_\_\_\_  
Jennifer Woollends  
Secretary-Treasurer

**FOR THE UNION:**

  
\_\_\_\_\_  
Jeanette Beauvillier  
President

  
\_\_\_\_\_  
Laurie Spooner  
Vice-President

**MEMORANDUM OF AGREEMENT  
“MoA”**

**Between**

**BOARD OF EDUCATION of SCHOOL DISTRICT NO. 28 (Quesnel)**

**“Employer”**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local (4990)**

**“Union”**

---

The parties to this Memorandum of Agreement (MoA) agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

**Continuing Provisions of the Current Collective Agreement**

Except as provided by this MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2019 will be incorporated in their entirety into the revised collective agreement between the parties.

**Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this MoA.

**Changes to the Revised Collective Agreement**

The July 1, 2014 – June 30, 2019 Collective Agreement will continue in force and effect until June 30, 2022 except as modified by the following:

Appendix A – 2019 Provincial Framework Agreement

Appendix B – Local Memorandum of Agreement between the Board of Education of School District No. 28. (Quesnel) and the Canadian Union of Public Employees Local 4990, dated June 26, 2019 which sets out all other agreed changes to the Collective Agreement.

**Ratification**

This MoA is subject to ratification by the Board of Education of School District No. 28 (Quesnel), the British Columbia Public School Employers' Association, and the membership of CUPE Local 4990.

AGREED June 27, 2019

CUPE Local 4990 Board of Education of School District No. 28 (Quesnel)

Jeanette Beauvillier

Gloria Jackson

Kayla Kinloch

Bettina Ketcham

Christine Kopetski

Perry Lofstrom

Kevin McConnachie

David Chapman

Sandra Backer

## Appendix A

### Provincial Framework Agreement ("Framework")

between

**BC Public School Employers' Association ("BCPSEA")**

and

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

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

#### 1. Term

July 1, 2019 to June 30, 2022

#### 2. Wages Increases

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

#### 3. Local Bargaining

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

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

The \$7 million is an ongoing annual amount.

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

#### 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 no later than November 30, 2019.

#### **18. Funding**

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

#### **19. Provincial Bargaining**

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

Dated this \_\_12<sup>th</sup>\_\_ day of July, 2018.

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

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

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

**[Original signed by Bargaining Committees]**

**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.
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.

This information is provided for reference only and is current as of the date of drafting. Please visit [www.worksafefbc.com](http://www.worksafefbc.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.worksafefbc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=s&returnurl=https%3A%2F%2Fwww.worksafefbc.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.worksafefbc.com](http://www.worksafefbc.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>

## Appendix B

### Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2019 – June 30, 2022 local Collective Agreement between the Board of Education of School District No. 28 (Quesnel) and CUPE Local 4990.

Each signed off item is attached for reference.

<u>Article</u>	<u>Item</u>
1(b)(c)	Classification
3 (d)	Union Security
4(g)	Seniority
5(c)	Promotions and Staff Changes
9	Statutory Holidays
11(d)(h)	Remuneration
16(c)(d)(l)	Leave-of-Absence
33(a)	General Conditions
38(a)	Student Support Services
39(c)	General Conditions
41(f)	Assignment of Regular Work
52	StrongStart Program
LOU	Professional Learning Fund
LOU	All references to Aboriginal Education Support and Aboriginal Youth Care Worker will be changed to Indigenous Education Support and Indigenous Youth Care worker where applicable in the Collective Agreement
LOU:	Should the district reinstate a continuing education centre then Article 18 – Upgrade Training will remain in force. This LOU is for the term of the Collective Agreement (three years)

Agreed June 27, 2019.

Jeanette Beauvillier

Gloria Jackson

Kayla Kinloch

Bettina Ketcham

Christine Kopetski

Perry Lofstrom

Kevin McConnachie

David Chapman

Sandra Backer

## **SOME ITEMS OF INFORMATION FOR LOCAL 4990 STAFF**

It is a required condition of employment that full-time personnel join the Municipal Superannuation plan after the completion of their trial period of employment. Personnel moving from part-time to full-time employment are required to join the Municipal Superannuation Plan when their trial period has been completed. Personnel moving from full-time to part-time employment who are contributors to the Municipal Superannuation Plan are required to continue on the plan.

Personnel changing positions involving the change from full-time to part-time employment will not be taken off such benefits as Group Life, M.S.A., Dental Plan, for thirty working days.

The Dental Scheme has the following special provisions:

- For this contract period, the coverage is -
  - 100% of Plan "A" - Basic Benefits
  - 70% of Plan "B" - New Dentures, etc.
  - 70% of Plan "C" - Orthodontics (children)
- Only employees whose appointment is half-time or more can be eligible, casual employees cannot be admitted.
- Ten month type appointments will need June deductions additionally covering July and August in any year.
- Persons may claim common-law agreements dependent coverage, provided these dependents are also being claimed under such other benefits as Medical, etc.
- For additional information of coverages, etc. see M.S.A. pamphlet.
- The Extended Health Plan will provide a provision for eye glass coverage to a maximum of \$300 every two (2) years (effective March 1, 2001).

### **GROUP REGISTERED RETIREMENT SAVINGS PLAN**

A District voluntary Group Registered Retirement Savings Plan is available. Application forms are available from our Payroll Department.

The plan carrier is Mutual Life of Canada. It is the sole responsibility of the individual employee to ensure the appropriateness of the plan for their purposes and to establish whether or not the investment vehicle of their choice is guaranteed. See Mutual Life locally for any desired investment changes.

The principal advantage of a Group R.R.S.P. is that you will receive immediate tax relief on your contributions rather than having to wait until you file your annual tax return. This plan is not an appropriate method for employees to save money for the summer. In addition to contributions made by payroll deduction, lump sum contributions can be made at any time, directly to the plan carrier and not through our Payroll Department.

The minimum contribution level is \$50.00 per month. Employees may join by obtaining and completing an application form and returning same to Payroll as soon as possible but not later than the 20th of each month. Employees can withdraw from the plan at any time subject to payroll receiving notification, in writing, one week prior to the effective pay day.

The plan offers several investment options and Mutual Life is available at 333 Reid Street (Telephone: 992-5790) to answer queries and assist in completing the application forms. Completed forms should be returned to the Payroll Department. This plan is separate from the Canada Savings Bonds deduction program offered annually.

### **UNION DUES**

10 & 10 1/2 month employees will have their 12 month Union dues pro-rated over a 10 month period. Deductions will not be made in July and August.

## COMMUNICATIONS PROTOCOL

The following guidelines have been developed to support respectful communication when concerns arise. It is expected that every attempt will be made to resolve the concerns at the school level; or level closest to the concern.

If, at any time, you need advice you can seek assistance/support in this process from:

- School Staff
- School District Office Staff (992-8802)
- School Parent Advisory Council Chairperson (PAC)
- Quesnel District Parent Advisory Council (QDPAC) (992-8802)
- Trustees (992-8802)
- Web site – [www.sd28.bc.ca](http://www.sd28.bc.ca)

### **Finding a Resolution: Identify the Concern**

#### **Try to resolve the concern:**

- Begin at the school level between the concerned parties.

#### **To help you do this:**

- Focus on the student's needs.
- Define the real issue: what is needed & wanted?
- Make an appointment to see the person with whom you have a concern. Set a mutually satisfactory date and time.
- Prepare for the meeting - make notes, plan.
- Bring a support person if you desire (inform the person with whom you meet).
- Respectfully address your concern.
- Together, explore possible options and select the best solution.

#### **Make a plan for resolution and success:**

- Set up an action plan with times, dates and follow-up.

#### **Seek Assistance:**

- If the issue is not resolved or an action plan is not successful, seek assistance from the Principal after informing the other party of your intent to do so.
- If the issue concerns the Principal and you have not had success through the initial portion of this process, contact a Director of Instruction or the Superintendent of Schools at 992-8802 for assistance or support in resolving the issue.

If the issue remains unresolved after accessing assistance or support from a Director of Instruction or the Superintendent of Schools, contact the School Board using the Appeal process (Bylaw No. 1). Contact the School District Secretary-Treasurer at 992-8802 for information on the Appeal process.

**General Information**

All concerns should be addressed. If you feel that you cannot approach the individual involved, please contact your school principal for assistance.

If you require more information please contact the School District Administration Office at 992-8802.

The Quesnel School District believes that this Communications Protocol, developed by the School Board in partnership with QDPAC, QDTA, QPVPA, CUPE Local 4990 and District Administration, will aid in a respectful and mutually satisfying resolution to problems and concerns.

The Communications Protocol Committee, under the direction of the Board of Education, is committed to improving communications in the District. This is an on-going process and from time to time the established protocol procedures are reviewed. Your comments are welcomed.

**Please note:** An additional reference for the Communications Protocol is the *Steps to Resolving Conflict* flowchart available at the District Administration Office, schools and departments.

**FOR INFORMATION PURPOSES ONLY****CUPE Local 4990 - Code of Ethics**

**The Code of Ethics states general rules, for all members of Canadian Union of Public Employees (CUPE) – Local 4990, for maintaining high standards of professional service and conduct toward students, colleagues and Union members.**

1. Members will respect Human Rights.
2. Members are sensitive to and respectful of the cultural backgrounds, belief systems, and gender of students, parents and colleagues.
3. The member speaks and acts toward other members and School District employees with respect and dignity, and deals judiciously with them, always mindful of their rights and sensitivities.
4. The member respects the confidential nature of information concerning students and members and may give it only to authorized persons or agencies directly concerned with student and members' welfare.
5. The member recognizes that a privileged relationship may exist with students and/or other workers and refrains from exploiting that relationship for material, ideological or other advantage.
6. The member directs any criticism of work performance or work related communication of an employee to that employee, and then and only then, after informing the employee of the intent to do so, may direct in confidence the criticism to appropriate officials who are in a position to offer advice and assistance.
7. The member acknowledges the authority and responsibilities of the Canadian Union of Public Employees (CUPE) and Local 4990 and fulfills obligations arising from membership in his/her professional Union.
8. The member adheres to the provisions of the local Collective Agreement.
9. The member acts in a manner not prejudicial to job actions or collective strategies of his/her Union.
10. The member will acknowledge the authority and responsibility of the Canadian Union of Public Employees and will adhere to the obligations and guidelines as set out in the Constitution, Bylaws and current Collective Agreement.
11. The Local Unit 4990, as an individual, or as a member or a group of members, does not make unauthorized representations to outside bodies in the name of The Canadian Union of Public Employees or its local Associations.

**FOR INFORMATION PURPOSES ONLY****(NOT SUBJECT TO GRIEVANCE OR ARBITRATION)****TERMS OF REFERENCE**

January 24/95 (Revised November 1998)

- JOINT JOB EVALUATION COMMITTEE:**  
**PURPOSE:** The Committee shall be comprised of equal representation from Local Unit 2545 and Management, the purpose being to implement a Joint Job Evaluation plan in accordance with the general objective and principles set out in the Letter of Understanding and to establish internal relatives within Local Unit 2545.
- JOB DESCRIPTIONS:** All jobs within the scope of United Brotherhood of Carpenters and Joiners Local Unit 2545 are to be described in terms of general job function, work performed, supervision received, machines and equipment used and qualifications and experience. Job descriptions are to be documented in a uniform manner, agreed to by the Committee and used as the basis for job evaluation.
- IMPLEMENTATION OF INITIAL PROCEDURE:** The work of implementing the job evaluation system recommended by the Job Evaluation Selection Committee (JESC) and maintaining the system once implemented shall be performed by a Joint Job Evaluation (union/management) Committee (JJEC) which shall conform in structure as much as possible to the structure of the JESC.
- MEETINGS:**
1. The quorum at each meeting will be equal representation of both union and management but not less than four members.
  2. Routine business decisions of the Committee will be by a simple majority, whereas job description rating decisions will be unanimous. Alternate members will have a vote only when a regular Committee member is absent.
  3. Committee members may participate in the discussions related to the rating for their job classification, but may not vote on the final rating of their job classification. Alternate members will be permitted to vote in place of the regular committee member.
- JOB EVALUATION:** All Local Unit 2545 jobs are to be evaluated and documented in accordance with the basic guidelines, definitions and procedures set out in the Job Evaluation Manual. Each evaluation is to set forth the factor level rating and point value for each of the factors.
- MANUAL UPDATING:** The joint Job Evaluation Committee may review the sub-factors and weightings at the time of the cyclical review process for the purpose of ensuring that the plan is measuring and maintaining internal relativity.

**THE INITIAL REVIEW  
PROCESS:**

The following procedures will be used for review of the initial job rating if either the employee or Supervisor feels that the job description may be inadequate or the job evaluation is incorrect.

1. After receipt of notification of rating, and within thirty (30) working days, incumbents or management may request, in writing, a review of the job description or job rating.
2. The Joint Job Evaluation Committee will meet with representatives of the job category to address specific concerns, i.e., sub-factor and the degree selected or any new job duties not on the job description.
3. The Joint Job Evaluation Committee shall convey its decision. If the Joint Job Evaluation Committee agrees to a change in the job description and/or rating, it shall be revised and implemented accordingly.
4. The Joint Job Evaluation Committee decision shall be final.

**MAINTENANCE  
PROCEDURES:**

- 1) It is important that the parties maintain accurate job descriptions and job ratings on an ongoing basis.
- 2) It is the intention of the parties to periodically review jobs upon request and to conduct a comprehensive review of all positions every five (5) years.
- 3) Whenever the employer introduces a new job or changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of the job have changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be implemented:
  - i) The incumbent(s)/Union and or the Supervisor/ Employer may request a job evaluation review.
  - ii) Upon receipt of the request, the JJEC shall proceed to gather, up-to-date information on the job. Based on this information, the Committee shall update the job description as authorized by the District Supervisor, as necessary.
  - iii) Should the resulting change require incumbents to acquire new, or the enhancement of current qualifications for the satisfactory performance of changed duties or, there has been the addition of new duties and/or responsibilities, or a fundamental change to existing duties and/or responsibilities, such that there is a distinguishable difference in a component of the job which will affect relationships between the parts of the positions, then the job description shall be presented by the Human Resources Department to the Joint Job Evaluation committee, which will determine the appropriate rating using

the factor plan and will forward the rating documents to management and the secretary of the union.

The rate of pay shall be determined by the job evaluation rating. Unresolved differences of opinion shall be referred to the Appeal Procedure defined within these Terms of Reference.

- iv) Where the job description has been changed, the Committee shall meet to rate each factor of the job, and to establish a new rating for the job and advise the incumbent(s) and or Supervisor of its decision. The rating of the job shall determine the pay grade for the job.
- v) If the job is rated on a pay grade higher than the existing pay grade, the incumbent(s)' rate of pay shall be adjusted retroactive to the date the job evaluation reconsideration was submitted.
- vi) If the job is rated at a pay grade lower than the existing pay grade, all incumbents of such jobs shall be identified as "red circled" and shall continue to receive all negotiated increases. When a red-circled job becomes vacant, the employee hired/transferred to fill this vacancy will now be paid according to the pay grade established through the job evaluation process.
- vii) No incumbents will have their wages reduced following re-evaluation of a job or the establishment of a new wage structure.
- viii) If the Joint Job Evaluation committee is unable to establish a rating for a newly created job, management may proceed with implementation using an interim rating set by mutual consent of management and the union.

**APPEAL PROCEDURES:**

The appeal procedures may be used by incumbents or management after the job description and job rating has been completed and either party feels that the job description is inadequate or the rating for the job is incorrect.

1. Within thirty days of the completion of the review, incumbents or management may appeal in writing to the Joint Job Evaluation Committee requesting a review of the job description and/or rating.

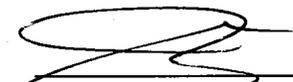
When the Joint Job Evaluation Committee has received a request for review, the request will be issued a file number and the requester will receive confirmation of the committee's receipt of request.

2. The Joint Job Evaluation Committee will meet with the incumbent and the incumbent's supervisor to address specific concerns, i.e., sub-factor and the degree selected or and new job duties not on the job description.
3. The Joint Job Evaluation Committee shall convey its decision.
4. If the Joint Job Evaluation Committee agrees to a change in the job description and/or rating, it shall be revised and implemented accordingly.
5. If the Joint Job Evaluation Committee does not agree that a discrepancy exists, the Committee will so advise the parties.
6. In the event that the JJEC is unable to reach agreement on a matter relating to the interpretation, application or administration of the gender-neutral job evaluation program, the Committee shall request that each party, the Union and the Board, designate an advisor to meet with the Committee. The two advisors shall meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two advisors, the Committee remains unable to resolve the matter in dispute, the JJEC Committee shall meet with the Union/Board management Committee to receive further input. The JJEC shall then consider the request and make a unanimous decision that shall be considered final and binding upon the party and all employees affected.

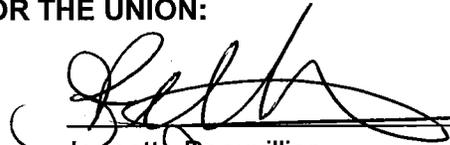
7. When a job description and/or evaluation is changed by the foregoing process, it shall be implemented.

**FOR THE BOARD:**

  
\_\_\_\_\_  
David Chapman  
Chairperson

  
\_\_\_\_\_  
Jennifer Woollends  
Secretary-Treasurer

**FOR THE UNION:**

  
\_\_\_\_\_  
Jeanette Beauvillier  
President

  
\_\_\_\_\_  
Laurie Spodner  
Vice-President