

COLLECTIVE AGREEMENT

Between

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 606

and

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 68

(Nanaimo-Ladysmith)

July 1, 2019 – June 30, 2022

Table of Contents

ARTICLE 1 - DEFINITIONS	2
1.01 REGULAR EMPLOYEE.....	2
1.02 PROBATIONARY EMPLOYEE	2
1.03 TEMPORARY EMPLOYEE.....	2
1.04 RETIREMENT	2
1.05 RESIGNATIONS.....	2
ARTICLE 2 - MANAGEMENT RIGHTS	2
ARTICLE 3 - RECOGNITION AND NEGOTIATIONS	2
ARTICLE 4 - DISCRIMINATION	2
4.03 SEXUAL OR PERSONAL HARASSMENT.....	3
ARTICLE 5 - UNION SECURITY	3
5.01 ALL EMPLOYEES TO BE MEMBERS.....	3
ARTICLE 6 - CHECK-OFF OF UNION DUES	3
6.01 WRITTEN ASSIGNMENT	3
6.02 DEDUCTIONS.....	3
6.03 DUES RECEIPTS.....	3
ARTICLE 7 - THE BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES	4
7.01 NEW EMPLOYEES	4
7.02 NOTIFICATION OF NEW EMPLOYEES.....	4
7.03 LETTER OF OBLIGATION	4
7.04 BULLETIN BOARDS.....	4
ARTICLE 8 - CORRESPONDENCE	4
ARTICLE 9 - COMMITTEES	4
9.01 TRUSTEE-CUPE LIAISON COMMITTEE	4
9.02 LABOUR MANAGEMENT COMMITTEE.....	5
A) COMMITTEE REPRESENTATION.....	5
B) FUNCTION OF COMMITTEE	5
C) MEETINGS OF COMMITTEE.....	5
D) CHAIRMAN OF THE MEETING	5
E) MINUTES OF THE MEETINGS.....	5
F) JURISDICTION OF COMMITTEE	5
ARTICLE 10 - COLLECTIVE BARGAINING	5
10.01 BARGAINING COMMITTEE	5
10.02 REPRESENTATIVES OF CANADIAN UNION OF PUBLIC EMPLOYEES	6
10.03 MEETING OF COMMITTEE	6
10.04 TIME OFF FOR MEETINGS	6
10.05 TECHNICAL INFORMATION.....	6
ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE EMPLOYER	6
ARTICLE 12 - GRIEVANCE PROCEDURE	6
12.01 DEFINITION	6
12.02 PROCEDURE	6
12.03 EMPLOYEE GRIEVANCE.....	6
12.04 POLICY GRIEVANCE.....	7
ARTICLE 13 - ARBITRATION	7

13.01	ARBITRATION.....	7
	a) <i>Appointment to the Arbitration Board</i>	7
	b) <i>Failure to Appoint</i>	8
	c) <i>Decisions of the Board</i>	8
	d) <i>Amending of Time Limits</i>	8
	e) <i>Expenses of the Board</i>	8
	f) <i>Single Arbitrator</i>	8
ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE		8
14.01	RIGHT TO HAVE STEWARD PRESENT	8
14.02	SUSPENSION AND DISMISSAL	8
14.03	WARNINGS	8
14.04	CROSSING OF PICKET LINES.....	9
14.05	HOT CARGO	9
ARTICLE 15 - SENIORITY		9
15.01	DEFINITION OF SENIORITY	9
15.02	TEMPORARY SENIORITY	9
15.03	SENIORITY LIST.....	9
15.04	PROBATIONARY EMPLOYEES	9
15.05	LOSS OF SENIORITY	10
15.06	TRANSFER OUTSIDE THE BARGAINING UNIT	10
15.07	SENIORITY ACCRUAL.....	10
15.08	DETERMINATION OF SENIORITY	10
ARTICLE 16 - PROMOTIONS AND STAFF CHANGES.....		10
16.06	INFORMATION ON POSTINGS	11
16.10	FREEDOM OF INFORMATION	11
ARTICLE 17 - LAYOFFS AND RECALLS.....		11
ARTICLE 18 - HOURS OF WORK		12
18.01	HOURS OF WORK.....	12
18.02	SHIFTS FOR 18.01 (A) ABOVE SHALL BE AS FOLLOWS:	12
18.05	TRANSPORTATION	13
18.07	REST PERIODS.....	14
18.08	SPLIT SHIFTS.....	14
18.09	STAFF DEVELOPMENT.....	14
18.10	FIELD TRIPS APPLICABLE TO EDUCATION ASSISTANTS.....	15
18.11	FLEX TIME FOR COMMUNITY SCHOOL COORDINATORS AND CHILD, YOUTH & FAMILY SUPPORT WORKERS.....	15
18.12	BANKED TIME.....	16
ARTICLE 19 - CALL OUT AND OVERTIME.....		16
ARTICLE 20 - ALLOWANCES.....		16
20.01	SHIFT ALLOWANCES	16
20.02	IN-CHARGE ALLOWANCE.....	17
20.03	FOREMAN'S ALLOWANCE	17
20.04	GENERAL FOREMAN'S ALLOWANCE.....	17
20.05	FIRST AID ALLOWANCES	17
20.06	SNOW REMOVAL ALLOWANCE	17
20.07	TOOL ALLOWANCE.....	17
20.08	BILINGUAL PREMIUM	18
20.09	USE OF PERSONAL VEHICLES.....	18

A) PRIVATE VEHICLE DAMAGE.....	18
20.10 ASBESTOS REMOVAL ALLOWANCE	18
20.11 ELECTRICAL GENERAL FOREMAN	18
20.12 SIGN LANGUAGE PREMIUM.....	18
ARTICLE 21 - HOLIDAYS	18
ARTICLE 22 - VACATIONS	19
ARTICLE 23 - SICK LEAVE PROVISIONS	20
ARTICLE 24 - LEAVE OF ABSENCE.....	21
24.02 EXECUTIVE CUPE LOCAL 606/EXECUTIVE ASSISTANT	21
24.03 LEAVE FOR LOCAL, CUPE BC, CUPE NATIONAL, CANADIAN LABOUR CONGRESS BUSINESS	21
24.04 LEAVE FOR FULL-TIME POSITION WITH CUPE BC, CUPE NATIONAL, CANADIAN LABOUR CONGRESS	21
24.05 UNION CONVENTIONS.....	22
24.06 PUBLIC OFFICE.....	22
24.07 COURT LEAVE.....	22
24.08 BEREAVEMENT LEAVE	22
24.09 SPECIAL LEAVE.....	22
24.10 PREGNANCY LEAVE.....	23
24.11 EARLY RETURN AND EMERGENCY SITUATIONS.....	23
24.12 ADOPTION LEAVE.....	23
24.13 PARENTAL LEAVE	23
24.14 EXTENDED PREGNANCY/PARENTAL LEAVE.....	24
24.15 COMPASSIONATE CARE LEAVE	24
ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES	24
25.02 GABRIOLA FERRY ALLOWANCE.....	24
ARTICLE 26 - RETIREMENT BENEFIT.....	24
26.02 RETIREMENT WITHOUT MUNICIPAL PENSION PLAN	25
ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION	25
27.01 NEW CLASSIFICATIONS	25
27.02 JOB DESCRIPTIONS	25
27.03 CHANGES IN CLASSIFICATION	25
27.04 JOB EVALUATION	25
ARTICLE 28 - EMPLOYEE BENEFITS	25
28.02 STATUTORY.....	26
A) MUNICIPAL PENSION PLAN.....	26
B) CANADA PENSION PLAN.....	26
C) EMPLOYMENT INSURANCE.....	26
28.03 HEALTH AND WELFARE.....	26
28.04 MEDICAL.....	26
28.05 WORKERS' COMPENSATION	26
28.06 GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (A.D.D.) BASIC PLAN	27
28.07 OPTIONAL GROUP LIFE AND A.D.D. PLAN	27
28.08 COST OF GROUP LIFE AND A.D.D. PLANS	27
28.09 EXTENDED HEALTH BENEFITS.....	27
28.10 DENTAL.....	27
28.11 EMPLOYEE FAMILY ASSISTANCE PROGRAM.....	27
28.12 LONG TERM DISABILITY	27

28.13	SPOUSAL BENEFITS	27
ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY		28
29.04	RIGHT TO REFUSE OR STOP UNSAFE WORK	28
29.05	VIOLENCE IN THE WORKPLACE	28
29.06	SUPPORT	28
29.07	HEARING TESTS.....	28
ARTICLE 30 - TECHNOLOGICAL CHANGE.....		29
30.01	TECHNOLOGICAL CHANGE MEANS:.....	29
ARTICLE 31 - JOB SECURITY.....		29
ARTICLE 32 - UNIFORM AND CLOTHING ALLOWANCE.....		29
ARTICLE 33 - GENERAL CONDITIONS		29
33.01	INDEMNIFICATION	29
33.02	MEDICAL EXAMINATIONS.....	30
33.03	DUAL DUTIES.....	30
33.04	MARSHALLING POINT - AREAS OF WORK	30
33.05	PERSONNEL RECORDS.....	30
33.06	WHISTLE BLOWER PROTECTION	30
33.07	TRAINING.....	31
ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS		31
ARTICLE 35 - SINGULAR/PLURAL; MASCULINE/FEMININE		31
ARTICLE 36 - TERM OF AGREEMENT		31
WAGE SCHEDULE SCHOOL DISTRICT 68 (NANAIMO-LADYSMITH) AND CUPE 606		32
PREMIUMS		36
BENEFIT SUMMARY FOR SUPPORT EMPLOYEES		37
LETTERS OF UNDERSTANDING		38
LOU #1 RE:	ABORIGINAL EDUCATION SUPPORT STAFFING PROCESS	38
LOU #2 RE:	APPRENTICESHIP PROGRAM	39
LOU #3RE:	EDUCATION ASSISTANT STAFFING PROCESS.....	40
LOU #4RE:	COMPRESSED WORK WEEK AGREEMENT	42
LOU #5RE:	MODIFIED WORK PROGRAM	43
LOU #6RE:	PREVENTION AND MANAGEMENT OF VIOLENCE IN THE SCHOOL DISTRICT	45
LOU #7RE:	MULTI-USE FACILITIES STAFFING	46
LOU #8RE:	WORK EXPERIENCE	47
LOU #9RE:	HOURS OF WORK	48
LOU #10RE:	CALCULATION OF TEMPORARY SENIORITY	49
LOU #11RE:	ELECTRONIC POSTINGS	50
LOU #12RE:	EA STAFFING	51
LOU #13RE:	SICK BANK.....	52
LOU #14RE:	SICK LEAVE DEDUCTIONS.....	53
LOU #15RE:	EA BENEFITS.....	54
LOU #16RE:	POST AND FILL PROCEDURE OPERATIONS AND TRANSPORTATION.....	55
LOU #17 RE:	SCHOOL CLOSURES DUE TO INCLEMENT WEATHER.....	56
OLD JOBS RECLASSIFIED		57
APPENDIX A.....		58
2006 – 2010	LETTER OF UNDERSTANDING (LOU)	58

2010 – 2012 LETTER OF UNDERSTANDING (LOU)	64
2012 – 2014 PROVINCIAL FRAMEWORK AGREEMENT (“FRAMEWORK”)	66
2014 – 2019 PROVINCIAL FRAMEWORK AGREEMENT (“FRAMEWORK”)	68
2019 – 2022 PROVINCIAL FRAMEWORK AGREEMENT (“FRAMEWORK”)	72
LOA RE:PUBLIC SECTOR GENERAL WAGE INCREASES.....	78
WORKSAFEBC 2014 – 2019 FRAMEWORK ATTACHMENT	79
LETTER TO MINISTRY OF EDUCATION RE EDUCATION ASSISTANT.....	81
LETTER OF COMMITMENT	82
MEMORANDUM: TO ALL MEMBER SCHOOL DISTRICTS AND SUPPORT STAFF UNIONS	83
LOURE: CLASS ORGANIZATION FUND: SUPPORT STAFF PRIORITIES	84
APPENDIX B	85
LOU RE ECONOMIC STABILITY DIVIDEND	85
APPENDIX C	87
LOU RE: EMPLOYEE SUPPORT GRANT FOR MAY/JUNE 2014	87
APPENDIX D	88
LOU RE: EMPLOYEE SUPPORT GRANT FOR AFTER JUNE 30, 2014	88
APPENDIX E	89
LOU RE: EXPLORATION OF A GREATER STANDARDIZATION OF BENEFITS PLANS	89
APPENDIX F	90
LOU RE: LEARNING IMPROVEMENT FUND: SUPPORT STAFF PRIORITIES	90

BETWEEN:

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 68 (NANAIMO-LADYSMITH)
(Hereinafter called the "Board")**

PARTY OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 606 (MID ISLAND SCHOOL EMPLOYEES)
REPRESENTING EMPLOYEES OF
SCHOOL DISTRICT NO. 68 (NANAIMO-LADYSMITH)
(Hereinafter called the "Union")**

PARTY OF THE SECOND PART

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

- a) to maintain and improve the harmonious relations and settled conditions of employment between the Board and the Union
- b) to recognize the mutual value of joint discussions and negotiations
- c) to encourage efficiency in operation
- d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union
- e) to recognize that our main purpose is to provide support services to the school district in order to provide the best possible learning environment to the students in the school district.

AND WHEREAS for the purpose of implementing the spirit and intent of the foregoing, it is agreed that changes in policy affecting the employees' security will be discussed with the Union prior to implementation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Board reserves the sole right to hire and place employees, subject only to the reservations as contained in this Agreement.

ARTICLE 1 - DEFINITIONS

1.01 Regular Employee

An employee who has completed a probationary period or who has served twelve (12) continuous months as a temporary employee.

1.02 Probationary Employee

An employee who is serving a probationary period in a regular position to determine suitability as a regular employee.

1.03 Temporary Employee

A person who is hired to fill a specific work requirement, which is anticipated to be of limited duration. However, temporary employees with twelve (12) months continuous service shall be considered as regular employees. Continuous service shall not be deemed broken when a temporary employee takes a court leave to serve on a jury.

After eight months of continuous service in a temporary assignment, temporary employees can request up to two (2) days of unpaid leave. Requests of this nature will be approved by the Employer based on operational needs and will not constitute a break in continuous service. The approved unpaid days will be taken on a day(s) the temporary employee is scheduled to work.

The Employer may extend a temporary assignment up to eighteen (18) months subject to mutual agreement between the Employer and CUPE in which case the conversion shall transpire at eighteen (18) months.

1.04 Retirement

Retirement will conform with the provisions of the Municipal Pension Plan.

1.05 Resignations

Any voluntary termination of employment other than retirement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The management of the work force and of the methods of operation is vested exclusively in the Board, except as otherwise specifically provided in this Agreement, and subject to the grievance procedure.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 The Board recognizes the Union as the sole bargaining agency for those employees for whom the Union has been certified, with the exception of those employees excluded by provincial statutes and/or regulations or by mutual agreement.

ARTICLE 4 - DISCRIMINATION

4.01 The Employer shall not discriminate against any member of the Union by reason of Union activities of such member.

4.02 The Employer hereby agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any person in the matter of hiring, wage rates, training, upgrading,

promotion, transfer, demotion, layoff, recall, discipline, classification, discharge by reason of age, race, creed, colour, national origin, religion, political affiliation, sexual orientation, sex or marital status.

4.03 Sexual or Personal Harassment

- a) All employees have the right to work without sexual or personal harassment.
- b) Sexual harassment shall be defined as any rejected or unwelcome sexual comment, look, suggestion or physical contact that creates an uncomfortable working or learning environment for the recipient, made by a person who knows or ought to know it is unwelcome; but may include a single sexual advance made by a person in authority over the recipient that includes or implies a threat; and may include a reprisal made after a sexual advance is rejected.
- c) Personal harassment shall be defined as intentional, offensive comments and/or actions designed to demean and/or belittle an individual.
- d) Any complaint respecting the provisions contained in this Article shall be dealt with in the grievance procedure and shall commence at Step 3 as outlined in Article 12.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

- a) The Board agrees that all employees covered by the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union.
- b) The Board shall require all new employees to execute an Assignment of Wages in duplicate, the forms to be supplied by the Union.
- c) All new employees covered by the terms of this Agreement shall become and remain members of the Union as a condition of employment.

5.02 In the event that an employee fails to comply with the provisions of Clause (a) above, the Board shall forthwith terminate the employee's employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Written Assignment

The Board agrees to honour a written assignment of all dues and assessments and will forward all monies so deducted to the Secretary-Treasurer of the Union. The Union agrees to supply the Board with a letter advising the amounts of the dues and/or assessments.

6.02 Deductions

Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made and the amount deducted from each.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Board shall note thereon the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - THE BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Board agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in the Articles dealing with Union security and deductions of Union dues.

7.02 Notification of New Employees

The Board agrees to notify the Union of the name, address, position and location of each new employee within seven (7) days of their date of employment.

7.03 Letter of Obligation

The Union agrees to give the Board a letter for issuance to each new employee setting out the employee's obligation to the Union.

7.04 Bulletin Boards

The Board shall provide bulletin boards at each work site designated for use by support staff employees. The bulletin boards shall be placed in a location that will provide access by all employees and the Union shall have the right to post meeting notices and other information that may be of interest to support staff employees. The Union agrees that no information of a political or derogatory nature will be posted on the bulletin boards.

ARTICLE 8 - CORRESPONDENCE

8.01 Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Director of Labour Relations or the Director's delegate and the CUPE Local 606 office.

8.02 The Union shall notify the Board of the names of officers, members of committees and job stewards.

ARTICLE 9 - COMMITTEES

9.01 Trustee-CUPE Liaison Committee

- a) The Trustee-CUPE Liaison Committee shall have the mandate to facilitate communication between the Board and the Union and, as needed, to concern itself with:
 1. providing a forum for discussion of issues related to the interpretation of the Collective Agreement and conditions causing grievances and misunderstandings
 2. discussing draft policies or proposals for policy which affect Union employees and make recommendations to the Board
 3. reviewing administrative decisions regarding provision of support services, staff and facilities and make recommendations to the Board.
- b) The Trustee-CUPE Liaison Committee shall be comprised of eight (8) members in all, with four (4) representatives of the Board (to include three (3) trustees) and four (4) representatives of the Union.
- c) Every effort will be made to ensure that meetings of this Committee will be held within fourteen (14) days of notification from either party.

9.02 Labour Management Committee

a) Committee Representation

A Labour Management Committee shall consist of four (4) representatives of the Union and four (4) representatives of the Board.

b) Function of Committee

The Committee shall concern itself with the following general matters:

1. considering constructive criticisms of all activities so that better relations shall exist between the Board and the employees
2. reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service)
3. correcting conditions causing grievances and misunderstandings.

c) Meetings of Committee

The Committee shall meet at least every two (2) months at a mutually- agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with the Committee.

d) Chairman of the Meeting

A Board and a Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

e) Minutes of the Meetings

Minutes of the Committee meetings shall be prepared. They shall then be checked and jointly signed by the Joint Chairpersons for distribution. The minutes shall be distributed as promptly as possible and shall be posted in all schools and central work locations within the school district.

f) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

ARTICLE 10 - COLLECTIVE BARGAINING

10.01 Bargaining Committee

a) A Bargaining Committee shall be appointed by each party and shall consist of not more than five (5) members appointed by the Employer and five (5) members appointed by the Union.

b) Function of the Bargaining Committee: Negotiation of all matters of mutual concern pertaining to rates of pay, hours of work and working conditions shall be referred to the Bargaining Committee.

10.02 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and any other advisors when dealing with the Board. Such representatives shall have access to the Board's premises in order to investigate and assist in the settlement of grievances, providing the representative and/or advisor shall first request such access from the appropriate supervisor.

10.03 Meeting of Committee

In the event that either party requests a meeting of the Committee, such request shall be made in writing and shall indicate the subject matter proposed for discussion. The meeting shall be held at a time and place within ten (10) calendar days or such other time as agreed to by the parties. Two meeting rooms for all negotiation sessions shall be provided by the Employer.

If it is necessary to schedule a meeting offsite, the cost of the meeting room(s) will be shared by the Union and the Board.

10.04 Time Off for Meetings

Representatives of the Union on the Bargaining Committee who are in the employ of the Board shall have the privilege of attending Bargaining Committee meetings held within working hours without loss of remuneration.

10.05 Technical Information

The Board shall make available to the Union on request, information regarding job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans required for collective bargaining purposes.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

11.01 Reports or recommendations dealing with matters of policy and/or conditions of employment which affect employees within the bargaining unit shall be forwarded to the Union in sufficient time to allow the Union a reasonable opportunity to consider them, and, if deemed necessary, speaking to them before a decision is taken by the Employer.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Definition

A grievance shall be defined as any difference arising out of the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitral.

12.02 Procedure

The parties agree it is desirable that any complaints or grievances be settled as quickly as possible. Employees are therefore urged to try to settle their complaints, as soon after they arise as possible, with their immediate supervisor.

During the period when an employee's grievance is being processed the employee (grievor) shall not be required to attend meetings with management regarding the grievance.

12.03 Employee Grievance

A grievance shall be resolved without stoppage of work, or interruption of services, in the following manner:

a) Step I

The employee and the Shop Steward shall, within ten (10) work days of the occurrence, discuss the alleged grievance with the employee's supervisor. If the issue is unresolved the Supervisor shall respond within five (5) work days of the meeting.

b) Step II

If the matter is not resolved at Step I, the completed grievance form shall be received by the Director of Labour Relations or designate within a further five (5) work days. Within ten (10) work days of receipt of the grievance form, the Director of Labour Relations or designate and the Supervisor shall meet with not more than three (3) members of the Union and shall seek to settle the dispute. The Director of Labour Relations or designate will respond in writing within fifteen (15) work days of the meeting.

c) Step III

If the matter is not resolved at Step II, a Grievance Committee meeting shall be held within a further ten (10) work days. The Grievance Committee, consisting of not more than three (3) representatives of the Board, and three (3) representatives of the Union, shall seek to settle the dispute. The Director of Labour Relations shall respond in writing within fifteen (15) work days of the meeting.

12.04 Policy Grievance

- a) A policy grievance affecting the Union proper shall be introduced by requesting a meeting with the Director of Labour Relations or designate within ten (10) work days of the occurrence of the grievance. Within ten (10) work days of the request for a meeting, the Director of Labour Relations or designate and the appropriate Supervisor shall meet with not more than three (3) representatives of the Union and seek to settle the dispute. The Director of Labour Relations or designate shall respond in writing within fifteen (15) work days.
- b) If the matter is not resolved as per subsection a) above, a Grievance Committee meeting shall be held within a further ten (10) work days and the completed grievance form shall be received by the Director of Labour Relations or designate prior to that meeting. The Grievance Committee, consisting of not more than three (3) members of the Board and three (3) representatives of the Union, shall seek to settle the dispute. The Director of Labour Relations or designate shall respond in writing within fifteen (15) working days.
- c) If the matter is not resolved as per subsection b) above, it shall be referred to Arbitration within a further ten (10) work days in accordance with Article 13.
- d) Wherever a stipulated time limit is mentioned in this Agreement, the said time limit may be extended by mutual consent of both parties.

ARTICLE 13 - ARBITRATION

13.01 Arbitration

a) Appointment to the Arbitration Board

Should a grievance not be resolved in accordance with Article 12 above, then the matter shall be referred to an Arbitration Board consisting of three (3) members. One (1) member shall be appointed by the School Board and one (1) member by the Union. These appointments shall be made within thirty (30) work days from the date that the grievance was referred to Arbitration. The third member shall be Chairperson of the Arbitration Board and shall be appointed by the two (2) members appointed by the parties.

b) Failure to Appoint

Should the parties' appointees be unable to agree on a Chairperson within five (5) days of the appointment of the member last appointed, then the Chairperson shall be appointed by the Minister of Labour of the Province of British Columbia.

c) Decisions of the Board

1. The majority decision of the Board of Arbitration shall be final and binding upon the Board, the Union and the employee(s) concerned.
2. Should the Board of Arbitration find that an employee has been suspended or terminated for other than just and reasonable cause, the Board of Arbitration may direct the School Board to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension or termination, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable.

d) Amending of Time Limits

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

e) Expenses of the Board

Each party shall be responsible for the fees and expenses of their appointees and one-half (½) of the fees and expenses of the Chairperson.

f) Single Arbitrator

Notwithstanding the above, the parties may, by mutual agreement, refer the dispute to a single arbitrator, with each party paying one-half (½) of the cost of such single arbitrator. The single arbitrator shall have the same powers as an Arbitration Board.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Right to Have Steward Present

An employee shall have the right to have a steward present at any discussion with supervisory personnel where a supervisor intends to interview an employee for disciplinary purposes. The Supervisor shall notify the employee, in advance, of the purpose of the interview in order that the employee may contact a steward to be present at the interview.

14.02 Suspension and Dismissal

Management staff shall have the right to summarily suspend without notice, for just and reasonable cause, within the departments under their respective jurisdictions.

The Superintendent/CEO or delegate shall have the right to summarily dismiss without notice, for just and reasonable cause.

14.03 Warnings

Except in cases of just and reasonable cause at least one (1) warning will be given before dismissal action is taken.

Prior to the imposition of discipline or discharge, an employee is entitled to be notified in writing of the reasons for considering such action, unless the employee is a danger to anyone. Employees so dismissed

or suspended shall have recourse to the grievance procedure and, unless otherwise decided under the grievance procedure, suspension will mean loss of pay for the time or the duration of the suspension.

14.04 Crossing of Picket Lines

Employees shall not be required to cross any picket line legally established and maintained under the statutes of British Columbia. The Union agrees to seriously attempt to get permits from the picketing Union to allow School Board employees to carry out normal functions.

14.05 Hot Cargo

Members of the Canadian Union of Public Employees, Local 606, employed by School District No. 68 (Nanaimo-Ladysmith) shall not be required to handle products of firms undergoing a legal strike in the Province of British Columbia. Products already purchased and on hand prior to the commencement of such a strike shall not be considered "hot."

ARTICLE 15 - SENIORITY

15.01 Definition of Seniority

Seniority is defined as the length of service in the bargaining unit as a regular or probationary employee and shall be applied on a bargaining-unit-wide basis. Seniority shall be applied in determining preference or priority for promotions, transfers, layoffs and recall, subject to the terms and conditions as set out in this Agreement.

15.02 Temporary Seniority

- a) Temporary employees shall accrue seniority for the purpose of applying for posted regular positions and for the purpose of shift assignment. Their temporary service shall be recognized in relation to other employees when applying for posted vacancies and for the purpose of shift assignment. Temporary service shall be recorded on the basis of days worked and the record shall be sent to the Union and posted on all bulletin boards semi-annually on or before May 31st and November 30th of each year.
- b) This seniority date shall be calculated by counting back from the closing date of the competition for the posted regular position the number of working days equivalent to the employee's total accumulated days of service.
- c) Temporary employees who are subsequently appointed in accordance with Article 16 shall be accorded seniority backdated to the date that the employee's continuous service commenced.

15.03 Seniority List

Up-to-date seniority lists of all employees showing the position of each employee shall be sent to the Union and posted on all bulletin boards in May and November of each year.

15.04 Probationary Employees

- a) After completion of the probationary period, employees having continuous service status shall be accorded seniority back-dated to the date that the employee's continuous service commenced.
- b) After completion of the probationary period, the seniority date for employees who do not have continuous service status shall be effective from the original date of appointment of the posted position.
- c) For purposes of competition only, the seniority date for employees having continuous service status shall be calculated from the date that the employee's continuous service commenced.

15.05 Loss of Seniority

- a) An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall lose seniority rights and no longer be in the employ of the Board in the event of:
 1. discharge for just cause and without reinstatement
 2. resignation
 3. absence from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible
 4. failure to return to work within ten (10) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of a current address.
 5. layoff for a period longer than twenty-four (24) months
 6. after twelve (12) months in an excluded position.

15.06 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit the employee's seniority shall be retained for a period of twelve (12) months and their position will be posted temporarily. Such employee shall have the right to compete for posted vacancies within the bargaining unit during this twelve (12) month period or return to the employee's former position. The employee shall not accrue seniority during the period of the appointment to a position outside the bargaining unit. After the twelve (12) month period the employee's seniority within the bargaining unit is lost.

15.07 Seniority Accrual

A regular employee who is on leave of absence without pay in accordance with Article 24.03 shall continue to accrue seniority with benefit entitlement continued at full cost to the employee during the leave period.

15.08 Determination of Seniority

The Board and the Union agree that for the purpose of determining the seniority date of persons hired on the same day, the following procedure will apply in the order stated:

- a) continuous service date
- b) total temporary service
- c) date of hire
- d) where further differentiation is required a shop steward will select the name by draw.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 In making promotions, transfers or filling vacancies, the most senior qualified applicant will be selected on the basis of the skill, knowledge and ability required for the position.

16.02 All appointments to regular positions shall be for a trial or probationary period of three (3) months during which the employee works from the date of appointment. If an extension of the trial or probationary period is required, it shall be by mutual agreement between the Board and the Union. A trial period shall only occur when there is an occupational change.

- 16.03** Regular employees shall serve a trial period as per Article 16.02. If the staff change is not confirmed, the appointee shall revert to the position held prior to the staff change.
- 16.04** Temporary employees shall serve a probationary period as per Article 16.02. Such employees may be terminated at any time during the probationary period, for just and reasonable cause.
- 16.05** An employee's continuous temporary employment shall count toward the trial or probationary period if subsequently appointed to the same position.

16.06 Information on Postings

Postings shall contain at least the following information:

- a) Job Title
- b) School or Department
- c) Qualifications
- d) Duties and Responsibilities
- e) Rate of Pay
- f) Hours of Work
- g) Shift
- h) Closing Date

- 16.07** The Recording Secretary of the Union shall be notified in writing within ten (10) working days of all vacancies or new positions within the bargaining unit. Such vacancies or new positions shall be posted for a period of five (5) working days before an appointment is made. Employees will be notified of competition results within fifteen (15) working days where it is reasonably possible. The posting of vacant positions shall not be unduly delayed.
- 16.08** In circumstances where the annual allotment of working hours for an existing regular position increases in excess of three (3) hours per week, the position shall be posted.
- 16.09** Providing they are qualified, regular employees may be temporarily appointed with their consent, to a position for a specified term not to exceed twelve (12) continuous months. Upon completion of the temporary assignment the employee shall return to the employee's regular position with no loss of seniority. In making temporary appointments the senior qualified employee will be selected on the basis of the skill, knowledge and ability required for the position. The Employer agrees to consult with the Union with respect to the manner in which regular employees will be notified that specific temporary positions are available.

16.10 Freedom of Information

The Board shall, upon receipt of a written request from the Union, provide to the Union a copy of the short list/interview grids for the particular competition, pertaining to the successful applicant and grievor including applications and resumes if required by the Union. (Interview grids will be released by topic.)

ARTICLE 17 - LAYOFFS AND RECALLS

- 17.01** A layoff is defined as a reduction in the work force. A reduction in the regular weekly hours of work shall also constitute a layoff, with the exception of the Bus Driver classification and all school-based classifications in which case a reduction in hours exceeding thirty (30%) percent of their regular weekly hours shall constitute a layoff.
- 17.02** The Board shall notify regular or probationary employees who are to be laid off ten (10) working days before the layoff is to be effective. Employees that have not had the opportunity to work ten (10) days

after notice of layoff shall be paid in lieu of work for that part of the ten (10) days during which work was not made available.

- 17.03** The Employer shall identify the employee to be laid off, together with the classification and department.
- 17.04** A regular employee, if qualified, may exercise the employee's seniority rights to bump bargaining-unit-wide to the equivalent or lower pay level. The Employer must be notified, by the Union or the employee within five (5) working days of where the bumping will occur, unless such notice is not reasonably possible.
- 17.05** Regular employees shall be recalled in the order of their seniority if qualified. A list of laid off employees shall be kept and the Employer shall notify said employees in writing to report for work. If, however, the employee fails to report for work after being duly notified, in accordance with Article 15.05 (b) (4), their names shall be stricken from the list. An employee shall not be required to accept recall to a position with hours less than the hours provided in their pre-layoff employment.
- a) Regular employees on layoff shall be given first preference for temporary assignments on a seniority basis, if qualified. There shall be no bumping allowed between temporary positions. Rejection of a temporary assignment shall not affect the recall period or right to recall. If a temporary assignment is accepted, the balance of the employee's recall period will be suspended for the period of the temporary assignment.
 - b) All positions shall be posted through regular posting procedures. Any vacancies remaining unfilled by the competition process, shall be filled by the recall process, and those qualified employees with recall rights shall be the first hired for such vacancies.
 - c) If an employee has been bumped/laid off and the position which they have been bumped/laid off from comes open within fifty (50) working days from the time of being bumped/laid off, then that employee has the right of first refusal to revert to their former position.
- 17.06** Regular employees who have been laid off shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits during the recall period, as defined in 17.07 below, by paying the full cost of such benefits to the Board.
- 17.07** No new employees will be hired to fill a vacancy until regular employees who have been laid off, or who have been terminated for other than just and reasonable cause, and who are "qualified" to fill the vacancy have been given an opportunity for re-employment. This provision shall apply for a period of twenty-four (24) months from the day of layoff.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of work

- a) The forty (40) hour working week is to be the established policy of the Board for all employees and except as otherwise qualified below, each day shall be of eight (8) continuous hours except for the interruption of time (not to count as work time) for meals.
- b) Clerical staff shall work a thirty-five (35) hour week, consisting of seven (7) consecutive hours per day exclusive of meal times, between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday inclusive.
- c) When the Employer is desirous of establishing clerical shifts outside of the above hours, it shall be by mutual agreement between the parties.

18.02 Shifts for 18.01 (a) above shall be as follows:

- a) Day shifts shall be eight (8) hours of work exclusive of meal times, scheduled between the hours of 6:00 a.m. and 5:30 p.m.

- b) Afternoon shifts shall be eight (8) hours of work inclusive of one-half (½) hour for meal times, scheduled between the hours of 2:30 p.m. and 1:00 a.m.
- c) Night shifts shall be eight (8) hours of work inclusive of one-half (½) hour for meal times, scheduled between the hours of 11:00 p.m. and 9:00 a.m.

18.03 All personnel shall work five (5) consecutive days according to posting and Board policy, with the understanding that where the conditions of a special job require it, the work week may be changed for short periods of time. Except in emergent circumstances, notice of such change will be given not later than quitting time one (1) week in advance.

18.04 All employees, except those listed in (a), employed on a part-time basis shall be paid a minimum of four (4) hours per day.

- a) The following classifications:
 - 1. supervision aides
 - 2. crossing guards
 - 3. small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
 - 4. school food program planner
 - 5. cafeteria attendants
 - 6. other positions by mutual agreement will be paid for actual hours worked except for 18.04 a) 3. above.
- b) The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period.
- c) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours. This does not preclude the Article 18.05 provision.
- d) Where posting of additional hours is required, additional hours of less than four hours may be posted as “additional hours” and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.
- e) While the School Food Program Planner and Cafeteria Attendant are exempt from the four (4) hour minimum it is agreed that the Union and the Employer will attempt to bring these positions into the four (4) hour minimum with the understanding that the requirement for consecutive hours may not apply.

18.05 Transportation

- a) Transportation of School District No. 68 (Nanaimo-Ladysmith) students on either society-owned buses or the alternate school buses shall be carried out by CUPE Local 606 drivers or professional drivers only, except where otherwise mutually agreed upon by the parties.
- b) School Bus Drivers employed on a part-time basis shall be employed school days only, and as and if required on other occasions.
- c) The Employer shall attempt to provide regular drivers with the opportunity to work a forty (40) hour week.
- d) Pay for weekend work for regular drivers shall be:
 - 1. twenty-eight (\$0.28) cents per hour premium

2. The first eight (8) hours on a Saturday or Sunday will be paid at straight time, plus the premium. All time worked beyond the eight (8) hours shall be paid at time and one-half (1½) for the 9th, 10th, 11th hours worked and double time (2x) thereafter.
3. For ski trips - the driver shall be paid a maximum of twelve work hours paid as follows:
 - Eight (8) hours of regular time equals eight (8) hours
 - Three (3) hours of time and one-half (1 ½) equals four and one-half (4.5) hours.
 - One hour of double time equals two hours.

The total equals fourteen and one-half (14.5) hours towards a forty (40) hour week. The driver then has twenty-five and one-half (25.5) hours to fill for the rest of the week.

18.06 Recognizing the desirability of adequate levels of relatively constant income, the Board shall continue to seek to provide supplemental assignments, within the framework of operational needs, to augment the earnings of those regular employees who request such additional opportunities.

- a) Regular employees shall have the opportunity to add their name to a supplemental list for the purpose of indicating their interest in supplementing their work assignments.
- b) The Board will post the supplemental list on all bulletin boards and send a copy to the Union on March 1st each year.
- c) Employees who have had their hours of work reduced shall have the option of having their name added to the supplemental list and their name will appear on the next circulated list.
- d) Employees are required to advise Human Resources of the times when they are not available for supplemental work.

18.07 Rest Periods

An employee shall be allowed a fifteen (15) minute paid rest period at the work site in each of the first half and the second half of a full-time shift. An employee working less than a full-time shift shall have one (1) paid rest period during each continuous three-and-one-half (3½) or four (4) hours of regular working time.

18.08 Split Shifts

Where an employee works a split shift, the period during which the employee's regular hours of work may be performed shall be limited to the twelve (12) hours immediately following commencement of the shift. Any regular time worked beyond that period shall be paid at the appropriate overtime rate.

18.09 Staff Development

The parties will establish a Joint Staff Development Committee composed of two (2) management and two (2) union appointees. The Committee shall recommend to the District Superintendent or designate, opportunities for staff development activities on the two (2) designated Professional Development days as set out in the School Calendar Year.

The District will inform the Committee of the amount of funds available for the purposes of staff development. The Committee will determine the allocation of the available funds.

Effective July 1, 2020, the available amount indicated by the District will be supplemented by an additional \$5,978 per year.

- a) Professional Development Days

The Employer shall provide a minimum of two (2) paid professional development days per school year for all employees. Employees shall be paid for their actual hours in attendance or their

regularly scheduled hours of work, whichever is greater.

Staff professional development activities are defined as those activities which are job related and/or enhance an employee's relevant individual and workplace effectiveness.

b) Non-Instructional Days

As of July 1, 2020, the Employer shall provide two (2) paid non-instructional days per school year as set out in the School Calendar Year in accordance with the following criteria:

- The two (2) non-instructional days apply to 10-month employees only.
- The two (2) non-instructional days are intended for employees to participate in directed work which is consistent with the employee's job classification.

Employees shall be paid for their actual hours in attendance or their regularly scheduled hours of work, whichever is greater.

18.10 Field Trips Applicable to Education Assistants

When an Education Assistant/Supervision Aide has agreed, and it is pre-authorized by the School Principal that the Education Assistant participate in field trips which extend beyond the Education Assistant's regular hours of work, the Education Assistant shall receive compensatory time off. Compensatory time shall be accrued at the appropriate overtime rate and shall be taken in blocks at a time which is mutually acceptable to the School Principal and the Education Assistant.

Compensatory time not taken prior to June 30th of the year shall be paid out at the appropriate rate.

18.11 Flex Time for Community School Coordinators and Child, Youth & Family Support Workers

a) A "flex" time approach to daily work for Community School Coordinators and Child, Youth & Family Support Workers is recognized by the Employer and the Union. Employees may start and finish at flexible hours to match their schedules. Work hours are to be recorded in a format designated by the School Administrator. The hours of work on average may not exceed eight (8) hours per day, forty (40) hours per week within five (5) consecutive days.

b) It is recognized and understood the employees may be required to work on occasion hours of work outside those noted in a) above. It is further understood that this flex time approach is by joint agreement between the Union and the Employer. The operation of this Article shall be reviewed quarterly, jointly by the Union and the Employer.

c) Weekend Work

No employee shall be required to work more than thirty-five percent (35%) of their weekly hours or twenty-five percent (25%) of their monthly hours on weekends. No employee shall be required to work on two (2) consecutive weekends except by mutual agreement between the employee and the School Administrator.

d) Flex time is to be distinguished from overtime in that flex time is accumulated as straight time as follows:

1. Accumulated flex time is to be taken as soon as possible following the date on which the flex time was worked. Time taken must have the approval of the School Administrator.
2. Accumulated flex time may be taken off up to one (1) day at a time. The running total of flex time may be accumulated to a maximum of seventy (70) hours only in the calendar year July 1st to June 30th. Any employee who has accumulated the maximum shall be notified in writing.
3. Instead of cash payment for flex time, an employee shall receive equivalent time off in the calendar year. An employee terminating employment shall be entitled to cash payment of accumulated flex time to a maximum of seventy (70) hours.
4. Any accumulation of flex time not utilized by June 30th of the year shall be lost.

- e) All time worked in excess of two thousand eighty (2080) hours as reconciled by June 30th shall be compensated for at overtime rates.
- f) All other provisions of the Collective Agreement shall apply.
- g) This article is subject to the Grievance and Arbitration process.

18.12 Banked Time

- a) An employee who with the approval of the employee's supervisor agrees to work beyond the employee's normal hours of work may choose:
 - 1. to be paid at the appropriate rate or,
 - 2. to bank at the equivalent amount of time.
- b) An employee who chooses to bank the time shall record the time in a log approved by the supervisor. Time worked beyond the daily or weekly hours specified in 18.01, shall be recorded at the appropriate overtime rate as per Article 19.
- c) Banked overtime shall be drawn from the bank at times mutually agreed upon by the supervisor and the employee.
- d) Should the employee move to a position at a different location, the employee shall make every effort to draw the banked time prior to relocating. Time not drawn from the bank shall be carried forward in the log to the new location.
- e) Should the employee resign or retire, every effort shall be made by the supervisor and the employee to ensure that any banked time is drawn prior to the retirement or resignation date. If it is not possible to draw all of the banked time, the employee shall be paid the appropriate rate for the time remaining in the log.
- f) The employee and supervisor shall make every effort to draw all of the banked time prior to June 30th of each year. Time banked over the previous twelve (12) months that has not been drawn prior to June 30th of the year shall be paid at the appropriate rate of the pay at the next pay period.

ARTICLE 19 - CALL OUT AND OVERTIME

- 19.01** All personnel called out for special or emergency work shall be paid a minimum of four (4) hours pay at the appropriate rate. A call out occurs only when an employee is brought back to work after having officially completed the employee's duties for the day or the week and has left the job in a normal manner.
- 19.02** All overtime worked must be authorized in advance by the employee's Supervisor and shall be paid for at the rate of time and one-half (1½x) for the first three (3) hours and double time (2x) thereafter. Double time (2x) shall be paid for Sundays. The employer will provide confirmation in writing of overtime worked within five (5) days of the work being done.
- 19.03** Any time worked on a Statutory Holiday shall be paid at the rate of double time (2x) in addition to the employee's regular pay.

ARTICLE 20 - ALLOWANCES

20.01 Shift Allowances

Personnel employed on shift after 4:00 p.m., or on Saturday, shall be paid twenty-eight (\$.28) cents per hour, personnel employed after midnight shall be paid thirty-two (\$.32) cents per hour for the duration of the period actually on shift.

As of July 1, 2020, the allowance for a shift after 4:00 p.m. or on Saturday will increase to forty (\$.40) cents per hour and the allowance for a shift after midnight will increase to forty-five (\$.45) cents per hour.

Only one (1) rate will be paid per shift worked and this rate will be that applying to the majority of hours worked.

20.02 In-Charge Allowance

A Charge Hand, designated as such by an authorized representative of the Board, shall be paid an In-Charge Allowance of thirty-eight (\$.38) cents per hour. As of July 1, 2020, this allowance will increase to fifty (\$.50) cents per hour.

20.03 Foreman's Allowance

A Foreman, designated as such by an authorized representative of the Board, shall be paid an allowance of one dollar and fifty-two cents (\$1.52) per hour. As of July 1, 2020, this allowance will increase to one dollar and seventy-five cents (\$1.75) per hour.

20.04 General Foreman's Allowance

A General Foreman, designated as such by an authorized representative of the Board, shall be paid an allowance of two dollars and sixty cents (\$2.60) per hour above the highest paid employee within the General Foreman's area of responsibility. As of July 1, 2020, this allowance will increase to two dollars and eighty-five cents (\$2.85) per hour.

During the term of this Agreement changes in the General Foreman's responsibilities will not adversely affect the General Foreman's premium.

20.05 First Aid Allowances

- a) A regular employee in possession of a valid Level 1 First Aid Certificate and agrees to be designated as a Level I First Aid Attendant by an authorized representative of the Board shall be paid an allowance of forty (\$.40) cents per hour. As of July 1, 2020, this allowance will increase to fifty (\$.50) cents per hour.
- b) A regular employee in possession of a valid Level II First Aid Certificate and agrees to be designated as a Level II First Aid Attendant by an authorized representative of the Board, shall be paid an allowance of one (\$1.00) dollar per hour. As of July 1, 2020, this allowance will increase to one dollar and ten cents (\$1.10) per hour.
- c) Where an employee is not willing or able to fill the position of First Aid Attendant, the responsibility will rest with the Board to provide adequate coverage. It is understood that First Aid Attendants are responsible for administering first aid to employees only, as defined by Health & Safety regulations.
- d) A regular employee who voluntarily agrees to be designated to obtain a Level I or II certification shall be paid for all time spent obtaining the certification. In addition, all course fees shall be paid for by the Board.

20.06 Snow Removal Allowance

An employee required to report to work prior to 6:00 a.m. for the purpose of snow removal shall receive an allowance of one (1) additional hour at the employee's regular rate of pay.

20.07 Tool Allowance

All Maintenance Tradespersons and Mechanics, with the exception of Painters, shall be required to supply and maintain their own hand tools and shall be paid an annual allowance of two-hundred and twenty-five (\$225.00) dollars and five-hundred (\$500.00) dollars, respectively, on the first pay in December of each year.

As of July 1, 2020, this allowance will increase to three hundred dollars (\$300.00) and six hundred dollars (\$600), respectively, and will be paid on the first pay in December of each year.

20.08 Bilingual Premium

Any employee who is required as a part of their job to be bilingual, shall be paid a premium of twenty-eight (\$0.28) cents per hour as a result of this qualification. As of July 1, 2020, this allowance will increase to forty (\$.40) cents per hour. The Union will be notified in advance of any such positions.

20.09 Use of Personal Vehicles

a) Employees who are required by the Employer to use their personal vehicles to perform their duties six (6) days or more per month and who require “business” insurance as a result shall be reimbursed the difference between the cost of the business insurance and the cost of the “to/from work” ICBC car insurance coverage.

g) Private Vehicle Damage

Where an employee’s vehicle is damaged at a worksite or an approved school function or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of six hundred dollars (\$600).

20.10 Asbestos Removal Allowance

Any employee who, as part of their job or a special project is required to do asbestos removal under the guidelines of the *WCB Act/Regulations*, shall be paid a premium of one dollar and thirty-six cents (\$1.36) per hour while performing this task. No employee shall be required to perform asbestos removal where that employee deems it unsafe to do so.

20.11 Electrical General Foreman

As an authorized representative of the Board, the Electrical General Foreman will be paid an additional allowance of one dollar and sixty-two cents (\$1.62) per hour for obtaining and maintaining an Electrical Contractor’s license annually.

20.12 Sign Language Premium

Any employee who as part of their job, is required to use sign language shall be paid a premium as per the wage schedule.

ARTICLE 21 - HOLIDAYS

21.01 Regular Full-Time and Part-Time employees shall be entitled to the following Statutory Holidays with pay:

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

and any other day proclaimed by the Federal or Provincial Governments. If Easter Monday is a school day, the holiday will occur on the last Monday in March.

21.02 Temporary employees shall be paid four and eight-tenths (4.8%) percent of their regular rate of pay on each pay cheque in lieu of statutory holiday pay.

- 21.03** Regular part-time employees who also work temporary hours will be entitled to statutory holidays with pay at the hours of their regular assignment. Additionally, they would be paid the four and eight-tenths (4.8%) percent for any temporary hours they worked.
- 21.04** When any of the above-noted holidays fall on a Saturday or Sunday and are not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement. Alternate arrangements to the above may be made by mutual agreement between the parties.

ARTICLE 22 - VACATIONS

- 22.01** Except as noted in (22.04) below, annual vacations will be granted in the year of the employee's anniversary, at the employee's regular rate of pay, on the following basis:
- a) Employees who have not completed one (1) year of employment will receive six (6%) percent of the employee's earnings.
 - b) Employees with one (1) or more calendar years of continuous service shall receive fifteen (15) working days at the employee's regular rate of pay.
 - c) Employees with six (6) or more calendar years of continuous service shall receive twenty (20) working days at the employee's regular rate of pay.
 - d) Employees with twelve (12) or more calendar years of continuous service shall receive twenty-five (25) working days at the employee's regular rate of pay.
 - e) Employees with twenty-three (23) or more calendar years of service shall receive thirty (30) working days vacation effective July 1994.
- 22.02** Commencing the twenty-fourth (24th) year of service employees will receive one (1) additional day's vacation for each year of service to a maximum of five (5) days, effective July 1994.
- 22.03** Vacations will be taken at a time most convenient to the operation of the School District and not later than June 30th in the year of eligibility, except that employees listed in Article 18.01 a) and b) shall have the option of not less than one (1) week to be taken at the employee's discretion. Employees listed in Article 18.01 a) and b) shall, if they so desire, use their vacations when schools recess for Christmas and Easter breaks. This option shall not affect their option of taking one (1) week at their discretion. Vacation time shall not be cumulative from year to year except by mutual agreement of the parties.
- 22.04** Notwithstanding the foregoing, no employee shall receive less than six (6%) percent, eight (8%) percent, ten (10%) percent or twelve (12%) percent of the employee's earnings, depending on the employee's entitlement as provided above.
- 22.05** Employees who become eligible for an additional week's vacation in any year will be eligible for the additional vacation after their anniversary date in that year.
- 22.06** Vacation pay for those Regular Employees who work in different positions will be based upon a prorating of their time worked in each position.
- 22.07** The Employer agrees to give consideration to ten (10) month employees who wish to take their vacation pay at Christmas and Spring Breaks up to their total vacation entitlement but have not yet accrued this amount. If the employee leaves employment with the district prior to earning the vacation time noted in the clause, the employee shall reimburse the District.

22.08 The amount of vacation accrued to an employee's credit shall be included on their pay stub each pay period.

ARTICLE 23 - SICK LEAVE PROVISIONS

23.01 After completion of three (3) months continuous service all employees shall be entitled to sick leave with pay at the employee's regular rate of pay, accumulative at the rate of one and one-half (1½) days per month of service to a maximum accumulation of one hundred twenty (120) work days.

23.02 Sick leave with pay will only be granted because of sickness, health reasons, or accident. An employee may be required to provide a medical certificate or proof of other appointments necessitating sick leave. The Employer agrees to pay for any medical certificate or appointment costs.

23.03 The amount of sick leave accrued to an employee's credit shall be included on their pay stub each pay period.

23.04 Employees will notify their supervisor as soon as possible if they are to be absent from duty because of sickness, health reasons or accidents, and are expected to give their supervisor twelve (12) hours notice of their anticipated return to work.

23.05 A sick leave bank will be established as follows:

- a) Each regular employee shall contribute annually a sufficient number of days to maintain the bank at five hundred (500) days.
- b) Applications for allotments from the sick leave bank may be made by regular employees who have suffered a major illness or a major injury which is not compensable under the *Workers' Compensation Act*, and such applications shall be submitted in writing to both the Union and the Board and shall be subject to the approval of both parties.
- c) Approval will not be given for an allotment from the sick leave bank until such time as the employee concerned has exhausted the employee's entire current and accrued sick leave allotment and in addition has absorbed five (5) full working days off without pay.
- d) No allotment from the sick leave bank shall exceed one hundred twenty-five (125) days.

23.06 Upon termination or layoff exceeding twenty-four (24) months, retirement, or death of any employee, one-third (1/3) of accrued sick leave is to be paid but only after five (5) years of continuous service.

23.07 Except as provided for in 23.06 above, all sick leave credits are cancelled upon termination of employment unless the employee is re-engaged within twenty-four (24) months.

23.08 Where no one other than the employee can provide for the needs during illness of an immediate member of the employee's family as defined in Article 24.08, an employee may request up to a maximum of six (6) accumulated sick leave days per year for this purpose. Approval is required from both the Board and the Union. To comply with legislation in regards to the Employment Insurance Act, such leave shall not exceed six (6) days per year.

23.09 The total credits used or contributed per year under Articles 23.05 and 23.08 must not be in excess of the number of days required to retain a balance of one (1) day of paid sick leave credits per month (or twelve (12) per year) of service, to be used only in the case of the insured persons own illness or injury.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Where leaves of absence are granted, on return to work the employee shall revert to the employee's former position. If the former position no longer exists, the employee shall be placed in a position of equal classification, or if none is available, a position of lesser classification.

24.02 Executive CUPE Local 606/Executive Assistant

- a) Upon the request of the Union, the Board shall grant to a member(s) of the Union, a leave for a specified term.
- b) For the purposes of pension, sick leave and seniority, the Union member(s) shall be deemed to be in the full employ of the Board. The rates of pay and hours of work shall be established by the Union and shall be the criteria for determining entitlement to all benefits in the Collective Agreement, including pension, to the extent permitted by Municipal Pension Plan. The Union will reimburse the Board for such salary plus twenty (20%) percent to cover the Board's share of benefits and pension costs upon receipt of a monthly statement from the Board. The Parties agree to jointly make every reasonable effort to ensure the fulfilment of Article 24.02 a) in regards to eligibility under the Municipal Pension Plan.
- c) The President shall inform the Secretary-Treasurer of the number of days or partial days, if any, that the member(s) was absent from executive duties due to illness. Such days or partial days shall be deducted from the member's(s') accumulated sick leave credits.

24.03 Leave for Local, CUPE BC, CUPE National, Canadian Labour Congress Business

- a) Upon receipt of a letter of authorization from the Union to the Superintendent or designate, an employee covered by this Agreement who holds an executive position, excluding those listed in Article 24.02, with or who is serving on a committee or task force of:
 - the Local
 - CUPE BC
 - CUPE National
 - Canadian Labour Congress

shall be entitled to a leave of absence in accordance with this Article 24.03 in order to carry out such duties.

- b) The numbers of employees granted leave at the same time and the accumulated duration of such leaves granted pursuant to Article 24.03 shall not unduly disrupt the activities of the school(s) or department(s) concerned. The number would be determined, if necessary, after discussion between the Superintendent or designate and the President of the Union. If a leave is to be denied pursuant to Article 24.03, the President of the Union shall be advised.
- c) Leave pursuant to this Article 24.03 shall be subject to the payment to the Board of the full costs of such employee's salary plus thirty (30%) percent to cover the Board's share of benefits and pension costs, upon receipt of a monthly statement from the Board.

24.04 Leave for Full-Time Position with CUPE BC, CUPE National, Canadian Labour Congress

If an employee is elected or appointed to a full-time position with CUPE BC, CUPE National, or the Canadian Labour Congress, leave of absence without pay shall be granted for the duration of that employee's term of office or appointment.

24.05 Union Conventions

Leave without pay shall be granted to not more than six (6) representatives of the Union to attend conventions and seminars. The total absence allowed shall not exceed ninety (90) working days per year to attend Union conventions and seminars. The Union shall give as much notice as possible and it is understood that the number of delegates from one school or department shall not hinder the work to be done.

24.06 Public Office

Upon request to the Board, an employee who is:

- a) a candidate in a federal, provincial or municipal election
- b) elected to a federal, provincial or municipal office

shall be granted leave of absence without pay. Such leave shall be renewed following a request from the employee who is involved in an elected position, and may be renewed following a request from the employee during the term of office of an appointed position. The maximum period of leave granted under this Article shall be five (5) years. This Article shall not apply to full-time partial day leaves.

24.07 Court Leave

- a) The Human Resources Department shall grant leave of absence without loss of pay to a regular employee, other than a regular employee on leave of absence without pay, who is required:
 - 1. to serve on a jury,
 - 2. by subpoena or summons to attend as a witness in any proceeding held:
 - i) in or under the authority of a court of justice
 - ii) before a court, judge, justice, magistrate or coroner
 - iii) before a legislative body or any committee that is authorized by law to compel the attendance of the witness before it
 - iv) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of the witness before it.
- b) Unless otherwise prescribed, a regular employee in receipt of earnings while serving at court shall remit to the Board all monies paid to the employee by the court, except travelling and meal allowances not reimbursed by the Board.
- c) Time spent in court actions arising from employment, requiring attendance at court shall be with pay.
- d) Time spent at court by a regular employee in the employee's official capacity shall be with pay.
- e) With the exception of (c) and (d) above, in cases where a regular employee is a plaintiff, a defendant, or an accused, such leave to attend at court shall be without pay.

24.08 Bereavement Leave

The Human Resources Department shall grant up to three (3) days leave, with pay, in the case of death in the immediate family. "Immediate Family" is defined as spouse, including common-law spouse/same sex partner, children, (including step-children), parents, (including step-parents), sisters, brothers, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, and father-in-law. Special consideration may be given by the Superintendent or designate in other cases of bereavement on request.

24.09 Special Leave

The Human Resources Department may grant a leave of absence, not to exceed six (6) months, without pay and without loss of seniority, to any regular employee requesting such leave for good and sufficient

cause. Requests for leave in excess of six (6) months shall be submitted in writing to the Board of School Trustees. Operational needs will be a determining factor in the decision to grant or deny a request for a leave of absence.

Regular employees who have been granted special leave in excess of one (1) month shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits during the period of leave by paying the full cost of such benefits to the Board.

24.10 Pregnancy Leave

Upon request, a pregnant employee will be granted unpaid leave for a period of a minimum of seventeen weeks (17) consecutive weeks, or such longer period as mutually agreed between the employee and the Board. Such employee shall also be entitled to Parental Leave pursuant to Article 24.13.

The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date.

The request to take pregnancy leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable birth date.

An employee, on commencement of pregnancy leave, shall provide the School District with the employee's return to work date.

The period of pregnancy leave shall be any period of Parental Leave under the provisions of Article 24.13.

Pregnancy leave may be extended for up to an additional six (6) consecutive weeks or such longer period as deemed necessary, for illness of the newborn child(ren) or for reasons related to the birth or the termination of the pregnancy, where a doctor's certificate is presented.

24.11 Early Return and Emergency Situations

In the case of an incomplete pregnancy, death of a child or other special situation, an employee may return to work earlier than provided in the agreed-upon leave provided that a minimum of ten (10) working days written notice is given to the School District.

The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

24.12 Adoption Leave

Upon request, an employee shall be granted an unpaid leave of absence for up to eighteen (18) weeks following the adoption of a child. Such employee shall also be entitled to Parental Leave pursuant to Article 24.13. The employee shall furnish proof of adoption.

When both parents are employees of the School District, the total period of adoption leave to be taken by either or both parents is eighteen (18) weeks. Leave shall only be granted to one (1) employee parent at a time. The parents shall decide the periods which either or both of them will take the leave, subject to the agreement of the District.

24.13 Parental Leave

A birth mother is entitled to an additional thirty-five (35) consecutive weeks of unpaid leave. A birth father and an adopting parent are entitled to up to thirty-seven (37) consecutive weeks of unpaid leave.

- a) for a birth mother immediately after the end of the pregnancy leave unless the employee and the District agreed otherwise,
- b) for a birth father, leave must commence within fifty-two (52) weeks after the birth of the child, and,
- c) for an adopting parent within fifty-two (52) weeks after the child is placed with the parent,

- d) where both parents are employees of the School District, the employees shall determine the apportionment of Parental Leave between them, subject to the agreement of the School District. The total Parental Leave when shared between both parents shall not exceed thirty-seven (37) weeks.
- e) The request to take Parental Leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:
 - 1. a certificate from a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or
 - 2. a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision.

The employee shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits during their pregnancy and parental leave at the Board's expense.

24.14 Extended Pregnancy/Parental Leave

Upon written request, at least ten (10) working days prior to the expiration of pregnancy leave and/or parental leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of twelve (12) months.

The employee shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits by paying the full cost of such benefits to the Board.

The employee returning to work after extended pregnancy/parental leave shall provide the School District with at least ten (10) working days notice of intent.

On return from extended pregnancy/parental leave, the employee shall return to the position previously held by the employee.

24.15 Compassionate Care Leave

Compassionate Care Leave shall be granted in accordance with the Employment Standards Act. [Hyperlink to the Employment Standards Act.](#)

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Wages shall be paid in accordance with the Wage Schedule attached hereto and forming part of this Agreement. The indication of a job and accompanying wage rate in the Wage Schedule shall not necessarily bind the Board to create or fill such a position.

25.02 Gabriola Ferry Allowance

A non-resident of Gabriola Island assigned to work on Gabriola Island shall be reimbursed an amount equal to the Employee's Gabriola Ferry costs.

ARTICLE 26 - RETIREMENT BENEFIT

26.01 On reaching retirement if any employee has not taken vacation for the current year, the employee shall be paid, in lieu of such vacation, in proportion to the time worked in the year of retirement.

26.02 Retirement Without Municipal Pension Plan

- a) On reaching retirement age and having completed ten (10) or more years of continuous service with the Board, all employees not covered by Municipal Pension Plan shall be granted one (1) month's extra pay, and if any employee has not taken holidays for the current year the employee shall be paid in lieu of such holidays in proportion to the time worked in the year of the employee's retirement.
- b) A regular employee, not on Municipal Pension Plan, having accrued sick leave credit shall, on reaching retirement age, after having completed ten (10) years or more continuous service with the Board, receive a salary grant in lieu thereof equal to one hundred (100%) percent of such credit, or in the event of death before retirement any accrued sick leave shall be paid in cash to the employee's estate or legally authorized representative. This payment shall replace any payment to which the employee might otherwise be entitled under Article 23.06.

ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION

27.01 New Classifications

New classifications created by the Employer shall have the rate of pay set by mutual agreement of the parties to this Agreement. These rates shall be jointly negotiated by both parties prior to the position being filled. In the event of failure by the parties to reach agreement, the position may be filled and a temporary rate established by the Board, it being agreed, however, that this will not restrict the Union from proceeding to the grievance procedure and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

27.02 Job Descriptions

The Board will prepare and submit to the Union a job description for all present classifications and for any new classification developed during the term of this Agreement.

27.03 Changes in Classification

When the duties or responsibilities of any position are changed or increased during the term of this Agreement, the rate of pay and the effective date shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on the rate of pay and the effective date of the job in question, such dispute shall be submitted to the grievance procedure and arbitration.

An employee whose position is believed to be not properly designated may request the Director of Labour Relations to examine the matter. Should the employee not be satisfied with the response, the question of whether or not the position is properly designated, and if not properly designated in which Pay Level it should be placed, may be submitted to the grievance procedure commencing at Step 2.

27.04 Job Evaluation

- a) The Memorandum of Understanding (dated October 24, 1998) and the Joint Job Evaluation Program, dated September 1989 and updated/amended in January 1997 are in full force and effect.
- b) The Joint Job Evaluation Committee shall meet at least monthly during the school year, except by mutual consent of the parties.

ARTICLE 28 - EMPLOYEE BENEFITS

The Parties have agreed to participate in a jointly-trusted benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article.

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

The parties further agree to participate in a government-funded, long-term disability plan and early return-to-work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

28.01 Benefits shall be administered in accordance with the Benefits Schedule attached hereto and forming part of this Agreement.

28.02 Statutory

a) Municipal Pension Plan

All eligible employees and the Board shall contribute to the Municipal Pension Plan in accordance with the Pension (Municipal) Act.

b) Canada Pension Plan

All employees and the Board shall contribute to the Canada Pension Plan in accordance with the applicable federal statutes.

c) Employment Insurance

All employees and the Board shall contribute to the Employment Insurance Plan in accordance with the applicable federal statutes.

28.03 Health and Welfare

For probationary and regular employees whose normal assignment is twenty (20) hours or more per week, the Employer will arrange to establish and maintain group insurance policies which provide Group Life, Accidental Death and Dismemberment, Extended Health Care and Dental Insurance coverage negotiated by the parties.

For Group Life, Accidental Death and Dismemberment, and Extended Health Care Insurance coverage, enrolment shall be effective on the first (1st) day of the month following the date of commencement of service.

For Dental Insurance coverage, enrolment shall be effective on the first (1st) day of the month following completion of probation.

28.04 Medical

All regular employees that work less than twenty (20) hours per week will receive one percent (1%) of their hourly wage in lieu of benefits.

Eligible employees and dependants will be covered by the *Medical Services Plan of BC*. Effective January 1994, premiums will be borne one hundred (100%) percent by the Board.

Enrolment shall be effective on the first (1st) day of the month following the date of commencement of service.

28.05 Workers' Compensation

A regular or probationary employee injured during the course of employment with the Board, will receive full pay from the time of the accident for a period not to exceed twelve (12) months of absence. The

Board will continue to pay the employee's salary at the usual rate for this period of time and the cheque received by the employee from the *Workers' Compensation Board* is to be turned over to the Board.

28.06 Group Life and Accidental Death and Dismemberment (A.D.D.) Basic Plan

Each employee will be covered for fifty thousand (\$50,000.00) dollars Group Life and fifty thousand (\$50,000.00) dollars Accidental Death and Dismemberment Insurance.

28.07 Optional Group Life and A.D.D. Plan

Each employee may apply for an additional fifty thousand (\$50,000.00) Group Life and fifty thousand (\$50,000.00) Accidental Death and Dismemberment Insurance. This insurance requires medical evidence of insurability from each applicant and coverage will become effective only with the written approval of the insurer. No employee shall have any present benefits reduced by a change in carrier.

28.08 Cost of Group Life and A.D.D. Plans

For employees covered only by the Basic Plan, the Employer will pay one hundred (100%) percent of the cost.

For employees covered by both plans, the total cost will be shared equally between the Employer and the employee.

28.09 Extended Health Benefits

Eligible employees and dependants will be covered by a mutually acceptable extended health plan which will include a Vision Care Option. Premiums will be borne one hundred (100%) percent by the Board.

28.10 Dental

Eligible employees and dependants will be covered by a mutually acceptable dental plan. Premiums will be borne one hundred (100%) percent by the Board.

For the purpose of employees enrolling in the Dental Plan, the Plan will be re-opened at two (2) year intervals for those employees who are not covered under other Plans.

Employees who enrol at this time must continue to be enrolled during the term of their employment with the School District.

28.11 Employee Family Assistance Program

All employees are covered by the Employee Family Assistance Program (EFAP). The cost of the program shall be borne by the Board.

28.12 Long Term Disability

Eligible employees will be covered by the Public Education Benefits Trust (PEBT) LTD Plan. The Board will bear the administration cost of a LTD plan.

28.13 Spousal Benefits

For the purpose of the Article, spouse is the person to whom an employee is lawfully married, or the person with whom the employee has been co-habiting in a spouse/spousal relationship for a period of at least one year.

ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

29.01 The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the *Workers' Compensation Act* and the *Industrial Health and Safety Regulations*.

29.02 The Occupational Health and Safety Committee shall promote safety and sanitary practices, investigate and report as soon as possible on the nature and causes of an accident or injury, in compliance with the Industrial Health and Safety Regulations.

29.03 The Union shall appoint its members to the Occupational Health and Safety Committee.

29.04 Right To Refuse or Stop Unsafe Work

- a) A member of the Health and Safety Committee in conjunction with the District Occupational Health and Safety Officer shall have the right to stop any work considered unsafe or hazardous.
- b) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where the employee or a member of the Health and Safety Committee believes that it would be unsafe or unhealthy to the employee, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and/or the District Occupational Health and Safety Officer and has been satisfactorily settled.
- c) The Board shall provide training in lifting of students and training in the use of appropriate mechanical lifting devices whenever it is required to effect lifting of students in a manner which reduces the risk of musculoskeletal injury to staff.

29.05 Violence in the Workplace

- a) Where an employee identifies a situation or circumstance which the employee feels constitutes a risk of violence to the employee or others, the employee shall report all concerns to the employee's immediate supervisor.
- b) The employee's supervisor shall investigate the employee's concerns with the assistance of the District Health and Safety Officer, with a view to resolving the employee's concerns.
- c) If the concerns remain unresolved, the matter shall be referred to the District Health and Safety Committee to review and make recommendations to address the employee's concerns.

29.06 Support

- a) In circumstances where preventative measures have failed to prevent a violent incident resulting in the assault of an employee at work, the employee and the employee's family shall be entitled to assistance through the Employee Assistance Program.
- b) The Board shall provide reasonable, additional funding, if necessary, to the Employee Assistance Program to ensure the availability of counselling assistance to the employee and the employee's family.

29.07 Hearing Tests

The Board shall maintain a program for annual hearing test for employees who are engaged in work that potentially could cause hearing loss.

ARTICLE 30 - TECHNOLOGICAL CHANGE

30.01 Technological Change means:

- a) the introduction by the Employer into the work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business, or
- b) a change in the manner, method or procedure in which the Employer carries on the work, undertaking or business that is related to the introduction of that equipment or material, but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

30.02 The Board will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machinery or seek other employment. No regular or probationary employee shall be displaced because of technological changes without having received one (1) week's notice, pay included, for each year of service, with a minimum of four (4) weeks, during which time he will be allowed up to five (5) hours a week with pay for the purpose of job interviews.

30.03 A regular employee working with video display terminals requesting temporary alternate employment, due to pregnancy, must produce a physician's certificate indicating the reason for the required change. Any change in assignment that may be accommodated shall be as selected by the Employer and paid at the classified rate for that assignment.

ARTICLE 31 - JOB SECURITY

31.01 In order to provide job security for the members of the bargaining unit, the Board will make every effort to secure the retention of the employees affected in the event of any change of the method or type of operation.

31.02 The Employer agrees that all work or services normally performed by the employees shall not be contracted, subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee if it would cause or prolong the layoff of any regular employee, or the loss of straight time work opportunity for any regular employee.

ARTICLE 32 - UNIFORM AND CLOTHING ALLOWANCE

32.01 The Board shall supply coveralls or smocks for employee use as mutually agreed.

ARTICLE 33 - GENERAL CONDITIONS

33.01 Indemnification

The Board shall be responsible for the reasonable and proper legal expenses of any employee of the Board where such expenses are incurred by the employee in respect of the employee's defense to any charge or proceeding brought against the employee in connection with any criminal or quasi-criminal act alleged to have been committed by the employee in the course of employment with the Board and/or where such charge arose out of the proper operation by such employee of any equipment owned by the Board and where such defense resulted in the acquittal of the employee. Provided that the employee shall first obtain the written approval of the Board as to the employee's choice of legal counsel and shall have provided the Board with full particulars of the alleged offence within a reasonable time after the charge has been laid against the employee.

33.02 Medical Examinations

New employees being hired are required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infection and contagious disease. New employees shall bear the cost of required examinations.

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

33.03 Dual Duties

- a) At any time where personnel are employed on dual duties such as School Bus Driver-Front End Man, School Bus Driver-Mechanic Helper, etc., they will be paid at the School Bus Driver's rate for eight (8) hours a day during the ten (10) months of the school year (September to June). Where personnel are employed at a higher rate, such as School Bus Driver-Mechanic, they will be paid at the Mechanic's rate for eight (8) hours a day during the ten (10) months of the school year (September to June).
- b) Part-time Bus Drivers working in departments other than the Transportation Department shall receive the Bus Driver's rate for the number of hours employed by the Transportation Department and the appropriate rate for the number of hours employed in another Division.
- c) Work performed by employees in 33.03 a) and 33.03 b) above during July and August shall be paid in accordance with the Wage Schedule.

33.04 Marshalling Point - Areas of Work

Employees being required to move from one area of work to another by means of their own transportation after having first reported for work within the School District shall be paid at the Board mileage rate from the Employer's base of operation to the job and return and be given a reasonable time allowance for travelling when required to do so outside of their normal working hours.

33.05 Personnel Records

An employee shall have supervised access to and review the employee's personnel file.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record of which the employee was not aware may be introduced as evidence in any hearing. An employee shall have the right to have copies of any material contained in the employee's personnel file.

Any cost incurred in making copies will be borne by the employee.

An acknowledgement shall be placed in the personnel file that the file was reviewed.

Where a reprimand is placed in the personnel file of an employee, the employee may elect to have the record of reprimand removed two (2) calendar years after the filing, provided that no reprimand of a similar nature has been subsequently filed.

Absences due to special leave, extended sick leave or other leave of absence shall not be included in the calculation removal of the reprimand after two (2) calendar years.

33.06 Whistle Blower Protection

No employee shall be dismissed, disciplined or penalized as a result of reporting illegal violations in connection with pollution, WCB regulations, theft or other illegal violations unless it is determined that the employee is in any way involved in the infraction.

33.07 Training

The Board and the Union agree to appoint three (3) members to serve on a Joint Training Implementation Committee which shall meet to draft recommendations regarding the implementation of a training program for employees, subject to available resources. These recommendations will be reviewed by the Board and the Union and will require the approval of both parties prior to implementation. Such recommendations will be presented to the parties by December 1st, 2000.

ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS

34.01 Normal working conditions presently in effect, shall continue for the duration of the Agreement, so long as they are not abused.

ARTICLE 35 - SINGULAR/PLURAL; MASCULINE/FEMININE

35.01 Whenever the singular or the plural, and the masculine or the feminine has been used in this Agreement, to the extent as is appropriate in the context, the other shall be applicable.

ARTICLE 36 - TERM OF AGREEMENT

36.01 This Agreement shall be binding and remain in full force and effect from the first (1st) day of July, 2019 to the thirtieth (30th) day of June, 2022 and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the statutes of the Province of British Columbia.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first above written by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

Signed on Behalf of:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

Chairperson

Secretary-Treasurer

Signed on Behalf of:

The Canadian Union of Public Employees, Local 606

President, Local 606

National Representative

/rm-NLPS68

WAGE SCHEDULE SCHOOL DISTRICT 68 (NANAIMO-LADYSMITH) AND CUPE 606

OCC. CODE	Positions	1-Jul-19	1-Jul-20	1-Jul-21
		Base Wage	2.00%	2.00%
LEVEL 1				
A31A	Labourer 1	21.49	21.92	22.36
A31C	Supervision Aide	21.49	21.92	22.36
A31G	Crossing Guard	21.49	21.92	22.36
LEVEL 2				
B32A	General Clerk	22.05	22.49	22.94
B32D	General Secretary	22.05	22.49	22.94
LEVEL 3				
C33E	Labourer 2	22.64	23.09	23.55
LEVEL 4				
D34C	Caretaker	23.24	23.70	24.17
D34E	Library Clerk	23.24	23.70	24.17
LEVEL 5				
E35D	Grounds Person 1	23.81	24.29	24.78
E35B	Booking & Distribution Clerk	23.81	24.29	24.78
E35H	District Library Resource Clerk	23.81	24.29	24.78
E35G	Emergency Caretaker	23.81	24.29	24.78
LEVEL 6				
F36A	Maintenance Helper	24.37	24.86	25.36
F36B	Courier	24.37	24.86	25.36
F36J	School Secretary 1	24.37	24.86	25.36
F36Q	IS Project Secretary	24.37	24.86	25.36
F36S	Support Secretary – ISEP	24.37	24.86	25.36
F36T	Cafeteria Attendant	24.37	24.86	25.36
F36V	Maintenance Service Caretaker	24.37	24.86	25.36
LEVEL 7				
G37B	Administrative Assistant – Finance	24.96	25.46	25.97
G37H	Central Receive/Shipping Clerk	24.96	25.46	25.97
G37K	School Food Program Planner	24.96	25.46	25.97
G37Q	Coast Salish Cultural Worker	24.96	25.46	25.97
G37R	School Secretary 1 - Records	24.96	25.46	25.97
LEVEL 8				
H38B	DAC General Secretary	25.54	26.05	26.57
H38C	Aboriginal Education Assistant	25.54	26.05	26.57

OCC. CODE	Positions	1-Jul-19	1-Jul-20	1-Jul-21
		Base Wage	2.00%	2.00%
LEVEL 9				
39BA	Secondary Budget/Account Clerk	26.11	26.63	27.16
39CA	Chef's Teaching Assistant	26.11	26.63	27.16
39CT	Computer Assist Learning Tutor	26.11	26.63	27.16
39LT	Ab Hulquminum Language Tutor	26.11	26.63	27.16
39SR	Student Records Clerk	26.11	26.63	27.16
I39D	Grounds Person 2	26.11	26.63	27.16
I39G	Education Assistant 2	26.11	26.63	27.16
I39I	Benefits Specialist	26.11	26.63	27.16
I39J	Admin Sec-Super/Sec. Treasure	26.11	26.63	27.16
I39Q	Aboriginal Ed Tutor – Secondary	26.11	26.63	27.16
LEVEL 10				
40SS	School Secretary 2	26.67	27.20	27.74
J40B	HR Administrative Secretary	26.67	27.20	27.74
J40H	Secretary Occupational H&S	26.67	27.20	27.74
J40L	Secretary - Learning Alt 2	26.67	27.20	27.74
LEVEL 11				
41AC	District Aboriginal Resource Coord	27.26	27.81	28.37
41AE	District Assistant Aboriginal Ed	27.26	27.81	28.37
41BY	Buyer	27.26	27.81	28.37
41CW	Spec Needs Comm Youth Worker	27.26	27.81	28.37
41LS	Admin Assistant - Dept Learn Serv	27.26	27.81	28.37
41SF	Dispatch Coordinator - HR	27.26	27.81	28.37
41VL	Education Assistant - Visual Language Interpreter	27.26	27.81	28.37
K413	Senior Library Technician	27.26	27.81	28.37
K416	Communications Assistant	27.26	27.81	28.37
K41A	Facilities Rental Coordinator	27.26	27.81	28.37
K41B	Bus Driver	27.26	27.81	28.37
K41C	Payroll Clerk	27.26	27.81	28.37
K41D	Bus Driver/Mechanic Helper	27.26	27.81	28.37
K41E	Strong Start Facilitator	27.26	27.81	28.37
K41J	Education Assistant 3	27.26	27.81	28.37
K41M	Multimedia Designer/Specialist	27.26	27.81	28.37
K41Q	Secretary - ISE Program	27.26	27.81	28.37
K41S	Sprinkler Mechanic	27.26	27.81	28.37

OCC. CODE	Positions	1-Jul-19	1-Jul-20	1-Jul-21
		Base Wage	2.00%	2.00%
K41U	Maintenance Office Assistant	27.26	27.81	28.37
K41V	Bus Driver/Front End Person	27.26	27.81	28.37
LEVEL 12				
42SS	School Secretary 3	27.85	28.41	28.98
42LA	Secretary - Learning Alt 3	27.85	28.41	28.98
L42A	Payroll Specialist	27.85	28.41	28.98
L42B	Systems Application Specialist 1	27.85	28.41	28.98
L42C	Welder Fabricator B	27.85	28.41	28.98
L42D	HR Assistant	27.85	28.41	28.98
L42E	Finance Assistant AP/AR	27.85	28.41	28.98
L42F	Grounds Person 3	27.85	28.41	28.98
L42P	Acct Sec Scholarships & Bursaries	27.85	28.41	28.98
L42Q	Building Technician	27.85	28.41	28.98
L42R	Coordinator, School Food Program	27.85	28.41	28.98
O42A	CUPE Executive Assistant	27.85	28.41	28.98
L42H	Rofer - TQ	30.33	30.94	31.56
LEVEL 13				
43CC	Community Schools Coordinator	28.43	29.00	29.58
43PL	District Assistant – Planning & Ops	28.43	29.00	29.58
M437	Child, Youth & Fam. Supp. Worker	28.43	29.00	29.58
M43A	Admin Assist II - Learning Services	28.43	29.00	29.58
M43B	HVAC Technician	28.43	29.00	29.58
M43G	Computer Technician	28.43	29.00	29.58
M43I	System/Support Specialist	28.43	29.00	29.58
M43U	District Assistant SSS	28.43	29.00	29.58
43OC	Occ Safety/Wellness Officer	28.43	29.00	29.58
M43H	Electronics Technician	28.43	29.00	29.58
M43X	Grounds Horticulturist / Equip Operator	28.43	29.00	29.58
43GH	Grounds Horticulturalist	30.90	31.52	32.15
43PA	Painter	30.90	31.52	32.15
M43C	Bus Driver Heavy Duty Mechanic	30.90	31.52	32.15
M43D	Gardener	30.90	31.52	32.15
M43E	Electrician	30.90	31.52	32.15
M43K	Carpenter	30.90	31.52	32.15
M43N	HVAC/R Technician	30.90	31.52	32.15

OCC. CODE	Positions	1-Jul-19	1-Jul-20	1-Jul-21
		Base Wage	2.00%	2.00%
M43P	Painter/Sign Painter	30.90	31.52	32.15
M43Q	Furnace Mechanic	30.90	31.52	32.15
M43R	Carpenter/Locksmith	30.90	31.52	32.15
M43S	Carpenter/Roofer	30.90	31.52	32.15
M43T	Plumber/Gasfitter B	30.90	31.52	32.15
LEVEL 14				
N44A	Environmental Systems Technician	29.01	29.59	30.18
N44E	Senior Accountant	29.01	29.59	30.18
N44T	Env Systems Tech-HVACR	29.01	29.59	30.18
N44D	Welder/Fabricator	31.49	32.12	32.76
N44F	Plumber/Gasfitter	31.49	32.12	32.76
LEVEL 15				
O45I	Cap Project Coord-Carpenter	29.59	30.18	30.78
O45C	Capital Projects Coordinator	29.59	30.18	30.78
O45F	Facilities Planner	29.59	30.18	30.78
LEVEL 16				
P46C	Systems Applications Specialist 2	30.16	30.76	31.38
P46D	IS Infrastructure Administrator	30.16	30.76	31.38
P46E	Applications Programmer	34.29	34.98	35.68
P46B	Systems Analyst/Programmer	36.14	36.86	37.60
O45B	CUPE President	37.46	38.21	38.97

PREMIUMS

PREMIUMS (on occupation codes)		July 1, 2019	July 1, 2020
W	Lead Hand	\$ 0.38	\$ 0.50
Y	Foreman	\$ 1.52	\$ 1.75
Z	General Foreman	\$ 2.60	\$ 2.85
X	Level 1 First Aid	\$ 0.40	\$ 0.50
I	Level 2 Industrial First Aid	\$ 1.00	\$ 1.10
J	Electrical Contractors License	\$ 1.62	\$ 1.62
SIGNING LEVELS			
	Level 1	\$ 0.28	\$ 0.28
	Level 2	\$ 0.54	\$ 0.54
	Level 3	\$ 0.82	\$ 0.82
	Level 4	\$ 1.36	\$ 1.36
SHIFT ALLOWANCE			
A	Afternoon	\$ 0.28	\$ 0.40
B	Bilingual Premium	\$ 0.28	\$ 0.40
D	Day		
N	Night	\$ 0.32	\$ 0.45
R	Asbestos Removal Premium	\$ 1.36	\$ 1.36
S	Saturday	\$ 0.28	\$ 0.40

BENEFIT SUMMARY FOR SUPPORT EMPLOYEES

The Board pays one hundred (100%) percent of the premiums for Medical, Extended Health, Dental and Basic Life/AD&D on your behalf.

Health Benefits

BC Medical Plan covers most basic hospital and medical costs. Coverage for dependent children is up to the age of 19; or 25 if a full-time student at college or university.

Extended Health

This benefit covers additional expenses once your provincial coverage is exhausted, or expenses that are not covered under the provincial plan.

Hospital	Eighty (80%) percent coverage for private or semi-private accommodation
Drug	Eighty (80%) percent coverage for drugs which legally require a written prescription
Vision Care	Eighty (80%) percent coverage includes lenses and frames. Maximum benefit is two hundred (\$200) dollars per twenty-four (24) months
Major Medical	Eighty (80%) percent coverage includes supplies and appliances. Hearing aids limited to three hundred (\$300) dollars per child per sixty (60) months
Paramedical	Eighty (80%) percent coverage for physiotherapists, chiropractor, masseurs, naturopath, podiatrist, speech therapist, acupuncturist which is limited to one hundred (\$100) dollars per person per calendar year

There is a twenty-five (\$25) dollar annual deductible fee.

Dental Benefits

Basic Services	One hundred (100%) percent coverage for maintenance check-ups, fillings, minor surgery, endodontics, periodontics, denture repairs and complex surgery
Major Restorative	Sixty (60%) percent coverage for dentures, bridgework, restorations
Orthodontia	Fifty (50%) percent coverage to a maximum of two thousand (\$2,000) dollars per person per lifetime
Dental Fee Guide	Payment based on current CU&C Dental Fee Schedule

Survivor Benefits

Basic Life Insurance/Basic AD&D	Fifty thousand (\$50,000) dollars
Optional Basic Life/AD&D	Maximum coverage of fifty thousand (\$50,000) dollars on life of employee. The cost of the optional plan is an average of the cost for employees with optional and basic coverage with the employee paying fifty (50%) percent and the Employer paying fifty (50%) percent of the plan. For the purposes of completing the application form, if necessary, the policy number is 90814 and the Division is 001.
Optional (Dependent) Life	This plan is offered on a strictly optional basis. It provides coverage in the amount of twenty-five thousand (\$25,000) for spouse and ten thousand (\$10,000) for each child. The cost is three dollars and sixty-five cents (\$3.65) and is borne entirely by the employee.

LETTERS OF UNDERSTANDING

Letter of Understanding #1

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Aboriginal Education Support Staffing Process

Voluntary Transfer Process

Requests for transfer will be accepted from the following groups of employees:

- a) Support staff wishing to transfer from their current continuing Aboriginal Education support staff assignments into other Aboriginal Education support staff assignments, and
- b) Employees outside the auspices of Aboriginal Education Services, who meet the Board’s hiring criteria for Aboriginal Education support staff assignments.

The position of any Aboriginal Education support staff employee applying for a transfer will become a part of the staffing pool.

Qualified employees outside of Aboriginal Education Services retain their current positions until this staffing process is complete.

Transfer requests must be made in writing to the Human Resources Support Staffing Officer, and must be received in the Human Resources Department **not later than the first (1st) Friday of June.**

Staffing Pool

The pool of assignments available will be comprised of the posted vacant position and the position of any Aboriginal Education support staff employee who applies for a transfer.

Vacancies will be filled on a senior qualified basis, from one bargaining unit wide seniority list. The list will include Aboriginal Education support staff who are currently on Recall, have been laid off, or who have requested a transfer, as well as qualified employees outside of Aboriginal Education Services. Assignments resulting from this process will commence at the beginning of the following school year.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #2

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Apprenticeship Program

The Board and Union agree to establish a joint apprenticeship committee to explore apprenticeship programs in School District No. 68 (Nanaimo-Ladysmith) and this will include discussion of pre-apprenticeship programs. The committee will create a Terms of Reference for the committee's work. The committee will be comprised of two (2) board representatives and two (2) union representatives and will report its recommendations to their respective parties on or before June 30, 2013.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #3

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Education Assistant Staffing Process

For the purpose of eliminating the disruption to Students caused by layoffs or postings of Education Assistant assignments, the Board will transfer Education Assistants, who otherwise would be laid off, to an assignment with equivalent hours, rate of pay, and the maintenance of benefits where applicable. The ultimate authority and responsibility for Education Assistant staffing remains with the Human Resources Department and the Department of Learning Services. The term Student Learning Services includes Education Assistant I, Education Assistant II, Education Assistant III, and Education Assistant Alternate.

This agreement will not preclude Education Assistants bumping bargaining unit-wide outside the auspices of Department of Learning Services.

Employees hired into this department will be required to meet the Board's hiring criteria.

(a) Transfer Process

In determining transfers, the special needs of students, school-based requirements, and employee preferences will be given equal consideration. The Human Resources Department and Director responsible for the Department of Learning Services, in consultation with the school-based Administrator and Education Assistants, will determine placements in order of seniority. Education Assistants will be assigned to a school and/or a program and will be required to complete a probationary or trial period of ninety (90) days in accordance with the terms of the Collective Agreement.

Any reduction of Education Assistant staff will occur prior to staffing day. The Union will be notified by Human Resources of all Education Assistant assignment changes or vacancies.

If, as the result of this assignment process there are insufficient vacancies to place all Education Assistants, those with the least seniority will be laid off with the right to go on recall or bump outside the auspices of the Department of Learning Services.

Should concerns arise with the administration or application of this Letter of Understanding, the parties will meet expeditiously. If the matter cannot be resolved by the parties, written submissions will be made to an agreed-upon Umpire for a recommended resolve. If this is not acceptable, Article 12.03 c) (Step III) of the Collective Agreement will apply.

(b) Voluntary Transfer

Education Assistants will be provided the opportunity to notify the Human Resources Department of their desire to transfer, in writing, up to eighteen (18) working days prior to staffing day. Hours will not be guaranteed.

Employees outside the auspices of the Department of Learning Services deemed qualified for an Education Assistant assignment will have the opportunity to notify the Human Resources Department, in writing of their intent to transfer into an Education Assistant assignment up to eighteen (18) working days prior to staffing day.

(c) Procedures

- Implementation day is the first day of each school year

- An Education Assistant laid off during the school year will be reassigned for the balance of the school year only
- The reassignment process will begin two (2) weeks prior to July 1st
- Parents of students entering the system will be informed by the Administrators of the rationale of this agreement.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #4

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Compressed Work Week Agreement

Management Committee and the Union endorsed in principle the continuation of the compressed work week although there are contractual language issues to be resolved related to a formula being agreed to for the conversion of days into hours. Although these issues will be resolved in negotiations, the opportunity should be available to Employees and Supervisors wishing to participate in a compressed work week.

The original principles that were put forth by the Joint Compressed Work Week Committee and endorsed by the Labour/Management Committee have proven to be sound throughout the Pilot Project. These principles must always be adhered to if a compressed work week schedule is to be adopted.

Compressed Work Week Principles

- Service levels should be maintained to students, public and within the School District;
- There should be no increased cost to the District or loss of benefits to participating employees;
- Safety and security should be maintained;
- Participation in the program should be voluntary and be agreed to by both employees and management and may be terminated by either party;
- A compressed work week for one group should not adversely impact another work group.

While a compressed work week is available only for full-time employees (thirty-five (35) or forty (40) hours a week) supervisors are encouraged to provide part-time employees with flexibility in scheduling hours, provided the principles can be satisfied. If employees and supervisors wish to participate in a compressed work week the following steps can be taken:

- a) Determine your proposed weekly/bi-weekly schedule or hours of work with your supervisor
- b) Submit a written request to Human Resources for processing
Request forwarded to Management Committee for approval
- c) Once approved, forward copies of the schedule to the Supervisor of the Payroll Department and the Director of Human Resources
- d) Time sheets will reflect actual hours worked each day. A sick day, vacation day and a Statutory Holiday would appear as the hours normally worked on the flex schedule.

In accordance with Article 23.01 of the Collective Agreement sick days are accumulated at the rate of one and one-half (1.5) days per month of service:

- 40-hour week employees - 1.5 days = 12 hours per month accumulation
- 35-hour week employees - 1.5 days = 10.5 hours per month accumulation

Either party reserves the right to discontinue this program upon thirty (30) days notice.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #5

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Modified Work Program

Duty to Accommodate

The Parties recognize that employees who are temporarily or permanently disabled due to illness or injury may be able to fulfill some of their duties or other meaningful work on a full-time or part-time temporary or permanent basis.

The Parties agree to an early intervention program that will recognize abilities and enable employees to return to meaningful work as soon as practical.

The Board of School Trustees will develop policy and procedures to deal with disabled workers to ensure consistency in process.

a) Representatives

The Board will appoint a rehabilitation coordinator to manage the program. The Board will appoint a management representative and the Union will appoint a Union representative. The representatives will assist the coordinator on matters of procedures and policy.

b) Consultation

When the Employer considers an employee a candidate for early intervention, the Director of Human Resources will communicate with the employee and manager. The employee has the right to Union representation. The planned program will be discussed with the Employer, manager and Union prior to implementation. Details of the return to work will be provided in writing to the Union's representative.

c) Confidentiality

The Parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed. Contact with physician and access to medical information will not occur without the employee's consent.

d) Application

This program is applied to regular employees.

e) Pay and Benefits

Employees who are injured at work shall receive salary and benefits pursuant to Article 28.05 and any other relevant Article of the Collective Agreement.

- 1) Employees in receipt of salary indemnity benefits will not suffer adverse effect of entitlement by participating in a return to work program.

f) Assessments

- 1) Employees shall not be returned without confirmation from a medical professional that the duties identified as alternate/transitional work will not adversely affect the employee's current health condition.
- 2) The Board may utilize rehabilitation or occupational therapy professionals as a means to determine the degree of accommodation necessary for a safe return to work.

g) Postings

- 1) The Parties agree that disabled employees will be given preference to vacancies if qualified and that positions may be filled without posting.
- 2) In order to accommodate employees with limited abilities, positions may be modified and rated accordingly, if operationally reasonable.

h) The Employer will immediately notify and consult with the Union about all early interventions involving the return of an employee to work under a modified work program.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #6

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Prevention and Management of Violence in the School District

The Board and the Union agree to strike a joint Board/Union Committee to develop a policy to recommend to the Board and the Union to deal with the prevention and management of violence in the School District to be incorporated into the Board's Health and Safety Policy.

In the development of its recommendations, the Committee shall consider the following:

- a) procedures in an effort to reduce the likelihood of violent incidents;
- b) procedures dealing with identified concerns of violence or potential for violence in the workplace;
- c) a process for education of all affected parties on the issue of violence in the District;
- d) a process for communicating to employees the Board's policy on violence once adopted;
- e) identify the circumstances where it may be appropriate to provide training to employees who come into contact with aggressive or potentially aggressive persons;
- f) recommendations on ways in which the effectiveness of any such policy will be measured.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #7

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Multi-Use Facilities Staffing

The parties agree to the following terms and conditions for the staffing of any multi-use facilities which are run through School District No. 68 operated buildings or on School District No. 68 property that are used for educational purposes:

- a) All terms and conditions of the Collective Agreement between the parties shall apply unless negotiated differently;
- b) CUPE Local 606 shall retain jurisdiction over any and all positions defined in the Schedule of Collective Agreement;
- c) The creation of any new positions and any resulting jurisdictional ownership shall be agreed to by all parties involved.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #8

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Work Experience

CUPE Local 606 understands that the School District supports the concept of employment opportunity arrangements. With this in mind, the School District may enter into arrangements with other educational and vocational institutions and agencies to provide employment opportunities. Any such arrangements shall be mutually agreed between the parties.

These arrangements will apply to practicums and work experience programs.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #9

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Hours of Work

Regular employees shall have the opportunity to add their name to a supplemental list for the purpose of indicating their interest in supplementing their work assignments.

The Board will post the supplemental list on all bulletin boards and send a copy to the Union on March 1st each year.

Employees who have had their hours of work reduced shall have the option of having their name added to the supplemental list and their name will appear on the next circulated list.

Employees are required to advise Human Resources of the times when they are not available for supplemental work.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #10

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Calculation of Temporary Seniority

Clarification of Article 15.02(a) of the current Collective Agreement

Calculation of Temporary Seniority

For the purpose of applying for posted regular positions and for the purpose of shift assignment, temporary employees who have worked sixty (60) or more days will have a fixed temporary seniority date. This seniority date will be calculated by counting back from the date of implementation the number of working days equivalent to the employee’s total accumulated days of service.

For employees who have worked less than sixty (60) days and for new employees, a fixed temporary seniority date will be established once they have worked sixty (60) days. This seniority date will be calculated by counting back the number of working days equivalent to the employee’s total accumulated days of service.

- The accumulated sixty (60) days do not have to be continuous.
- Once the employee has successfully obtained a posted regular position or attained eight (8) months continuous temporary service, the Collective Agreement will apply.

This agreement is subject to revisiting with sixty (60) days notification by either party.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #11

Between

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Electronic Postings

1. The parties agree that vacant positions will be posted electronically on the School District website in accordance with the provisions of Article 16. All CUPE members will be advised by e-mail to their SD68 e-mail account when vacancies are posted on the website.
2. The parties agree that vacancies may be posted electronically up to the Friday after the closure of secondary schools for the summer in July and again from the Friday prior to the opening of secondary schools in August.
3. The parties agree that vacancies which occur outside of the posting dates established in 1 and 2 may be posted in July and August by mutual agreement.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #12

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: EA Staffing

Whereas:

The Employer issues estoppel notice that Educational Assistants who opted to remain on layoff/recall when work is available would be stricken from the seniority list in accordance to Articles 15.05 and 17.05.

Whereas:

Article 17.05 permits and employee to refuse recall to a position with fewer hours:

It is agreed:

1. Educational Assistants on layoff and recall shall be permitted to decline jobs at the first staffing day in June.
2. Educational Assistants will be required to accept recall to available positions based on seniority at the September/October staffing day provided the positions have equal or more hours.
3. Educational Assistants who refuse available positions with the same or more hours at the September/October staffing day will lose their seniority in accordance with 15.05(b)(4).

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #13

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Sick Bank

A joint committee of one (1) representative each from the Employer and the Union shall be appointed to adjudicate all applications for the sick bank to ensure that they meet the entitlement for sick bank under the Article 23.05 of the Collective Agreement. These representatives will have the authority to approve applications for sick bank on behalf of their respective parties.

The representatives will have the authority to request that the Medical Certificate-2009-Support Staff be completed and may request any missing, incomplete or unclear information on Medical Certificate-2009-Support Staff, prior to rendering a decision. All of the information received by these representatives will be kept in the strictest confidence and all of the documentation will be kept in secure files.

The employer will communicate the decision to the employee.

If the representatives are unable to reach consensus or if the employee disagrees with the adjudication, they have the right to submit the matter for review by a committee made up of one (1) senior representative from the Employer and one (1) senior representative from the Union. These representatives will review the information used in the initial review and any updated information that is submitted. They will render a decision that will be communicated to the employee.

If consensus is still not achieved between the senior representatives or the employee disagrees with this second adjudication, they may submit the matter to step 3 of the Grievance Procedure.

The parties agree to meet to discuss any issues that arise in implementation of this agreement.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #14

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Sick Leave Deductions

The parties agree to establish a subcommittee of two members from the Union and two members from the Employer to make recommendations to the Parties as to how sick days will be deducted from employees to maintain the sick bank.

1. The Committee will meet by September 15, 2014 and will meet as necessary to formulate its recommendations.
2. The Committee will provide its recommendations to the Parties by December 15, 2014.
3. The terms of reference for the committee are:
 - a. Deducting sick days from employees' sick day accumulations on a regular basis.
 - b. Recording these deductions as a line on the pay stubs.
 - c. Negative sick day balances.
 - d. The Committee may make recommendations on consequential issues that may be identified in discussions concerning points 3(a), (b) and (c).
4. The Committee does not have the mandate to recommend changes to Article 23.05 of the Collective Agreement.
5. This LOU expires on December 15, 2014.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #15

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: EA Benefits

The Parties agree to establish a committee for the purpose of identifying if there are additional costs to the employer to pay the benefit premium in the following month where such employee has worked twenty (20) hours or more in one (1) week in the month prior in more than one assignment.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #16

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Post and Fill Procedure Operations and Transportation

Vacant positions that are to be filled shall be posted as follows:

1. In the event that there are employees on layoff and recall, vacant positions shall be posted within the department on 'blue' postings. Employees within the respective department shall be given the opportunity to indicate that they want to move to a new position.
 - a. The vacant position and any subsequent vacancy shall be offered to employees indicating that they want to move to a new position based on 'senior qualified' in accordance with Article 17.05 of the collective agreement.
 - b. Any vacancies left at the end of this process will be offered to employees on layoff/recall in order of seniority.
 - c. The most junior employee on the layoff/recall list shall be required to take any resulting vacancy. Failure to take the available position will result in the employee losing their seniority rights and no longer being in the employ of the Board in accordance with Article 15.05(b)(4).
 - d. The most senior, qualified temporary employee applying for a vacant position will be appointed to any remaining vacant positions.
2. In the event that there are no employees in the respective department on a layoff and recall list, vacant positions shall be posted throughout the School District 68 on 'yellow postings.' Employees shall be awarded the positions based on 'senior qualified' in accordance with Article 16.01 of the Collective Agreement.

Signed this _____ day of _____, 2019.

For CUPE Local 606

For School District No. 68

Letter of Understanding #17

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: School Closures Due to Inclement Weather

In the event of a school closure(s) due to inclement weather:

1. Regular employees and temporary employees who are in a temporary assignment for a period of more than twenty (20) consecutive days will be entitled to be paid at straight time for the time-off from work up to a maximum of two (2) work days per school year. Employees who had a previously scheduled absence will not be eligible for this leave.
2. Employees who are not entitled to or who are entitled to but have exhausted the maximum of two (2) days as noted under point #1, must take the day as a vacation day or a day without pay.
3. The Employer will identify positions and employees who will be directed to work as necessary for the efficient operations during a school closure. Employees who are required to work will receive time off in lieu for the time worked. The time off in lieu will be at straight time up to a maximum of two (2) days off in lieu per school year. A day off in lieu must be approved in advance and will be scheduled based on operational needs and at no cost to the Employer. Article 18.12 (Banked Time) does not apply to time in lieu that has been earned as per this Letter of Understanding.
4. This Letter of Understanding is effective as of the date of ratification of the July 1, 2019 to June 30, 2022 Collective Agreement between the Employer and the Union and will expire on June 30, 2022.

Agreed to and signed on this 15th day of July 2019.

For CUPE Local 606

For School District No. 68

Signature

Signature

Name – Please Print

Name – Please Print

OLD JOBS RECLASSIFIED

1.	Ab Ed Asst-Alt	41.	Facilities Budget Coordinator
2.	Aboriginal Curriculum/Culture Assistant	42.	Help Desk/System Operator
3.	Aboriginal Education Assistant – Reconnect	43.	Human Resources Secretary
4.	Aboriginal Education Assistant/Supervision Aide	44.	HVAC/R/Electrical Technologist
5.	Accountant	45.	Inner City Support Worker
6.	Admin Asst Sec.	46.	Junior Accountant
7.	Assistant Payroll Clerk	47.	Korean Sup-worker
8.	Assistant Photocopy & Dispatch Clerk	48.	Learning Resources Assistant
9.	Budget Accountant	49.	Learning Resources Secretary
10.	Budget Accountant	50.	Library Tech
11.	Budget/Accounts Clerk	51.	Material Coordinator
12.	Building Technician	52.	Material Handler
13.	Business Systems Analyst	53.	Media Technician
14.	Capital Asset Accountant	54.	Multi-cultural Support Worker
15.	Capital Project Co-ordinator	55.	Network & System Support Analyst
16.	Capital Project Co-ordinator/Envir System Tech	56.	Occupational Health & Safety Officer
17.	Career Centre Assistant/Supervision Aide	57.	Occupational Health & Safety Secretary
18.	Career Service Assistant	58.	Payroll Accountant
19.	Career Services Secretary	59.	Power Engineer
20.	Cement Mason/Fencer	60.	Print Shop Tech
21.	Chief Power Engineer	61.	Printer/Graphic Tech
22.	Communications/Graphics Clerk	62.	Program Services Secretary
23.	Counselling Aide	63.	Programmer 1
24.	Curriculum Supp. Secretary ESL/ESD/OPEN	64.	Purchasing Agent
25.	Curriculum Support Secretary Open	65.	Receptionist/Switchboard Operator
26.	Curriculum Support Secretary/Modern Lang	66.	Recreation Activities Facilitator
27.	Dispatch Coordinator	67.	Roofer
28.	District Resource Clerk	68.	School Accountant
29.	EA Alternative	69.	Secretary HR
30.	EA Foods Program	70.	Senior Buyer
31.	EA2 (ASD LOVAS)	71.	Settlement Worker
32.	EA2 POPARD	72.	Shift Engineer
33.	EA2/Supervision	73.	Store Keeper
34.	Education Assistant – General	74.	Student Support Services Secretary
35.	Education Assistant - Steps to Maturity	75.	Systems Accountant
36.	Education Assistant 1	76.	Trainer Care Taker
37.	Education Assistant 2/Supervision Aide	77.	Walking School Bus Program Coordinator
38.	Educational Assistant 3 / Sup Aid / Noon Hour Sup	78.	Word Processing/Graphics Clerk
39.	Environmental Systems Tech	79.	Work Experience Secretary
40.	Executive Assistant to the Director of Education	80.	Youth Street Worker School Base

APPENDIX A

2006 – 2010 Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are Signatories to this LOU.

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non-cost issues agreed to between the parties.

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

Term

July 1, 2006 to June 30, 2010

General Wage Increase

July 1, 2006	2%
July 1, 2007	2%
July 1, 2008	2%
July 1, 2009	2%

Incentive Payment

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

The following principles for distribution shall guide the parties in the distribution of this one-time funding:

- The incentive payment shall be up to three thousand seven hundred (\$3,700) dollars for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of thirty-five (35) hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June

30, 2006, the incentive payment would be based from September 1, 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.

- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
 - maternity or parental
 - short-term disability
 - long-term disability that commenced within the twelve (12) month period ending on the incentive eligibility date
 - leaves granted to employees in receipt of workers' compensation benefits

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

Subject to the allocated funding above, the local and the district may also choose to allocate the funds in a manner consistent with the district's staffing structure.

Public Education Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:
 - a. an employee demographic analysis; and,
 - b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

In the event the Committee cannot agree on any of the matters within its jurisdiction, these matters will be referred to Mark Brown for mediation and, if, necessary final adjudication.

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of three million (\$3,000,000) dollars, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with one million five hundred thousand (\$1,500,000) dollars). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprenticeship Opportunities Funding

6. The Committee will be provided with a one-time payment equal to a maximum of three million (\$3,000,000) dollars, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with one million five hundred thousand (\$1,500,000) dollars). These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.
7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprentice Sponsor Funding

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with fifty (50%) percent of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2007	\$828,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of four million (\$4,000,000) dollars, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with two million (\$2,000,000) dollars). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.
15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Labour Market Adjustment Fund

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
 - i. Demonstrating evidence of recruitment or retention difficulties;
 - ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
 - iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

Adjustments proposed under this paragraph must be funded through demonstrable cost neutral trade-offs.

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with fifty (50%) percent of the funding set out below):

July 1, 2007	\$1,656,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.
21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with fifty (50%) percent of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2006	\$1,656,000
July 1, 2007	\$828,000
July 1, 2008	\$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Liaison on Education Policy Matters

27. The Minister of Education will establish scheduled opportunities for representatives of support staff unions to discuss education policy matters that have employment implications for their bargaining unit members.

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.
29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of seven million nine hundred thousand (\$7,900,000) dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be three million nine hundred fifty thousand (\$3,950,000) dollars). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.
31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
 - a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
 - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
32. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

Fiscal Dividend

33. Each Memorandum of Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus.

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of one hundred fifty million (\$150,000,000) dollars, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1.0 Fiscal Dividend:

1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.

1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of one hundred fifty million (\$150,000,000) dollars.
 - ii. Only final surplus monies in excess of one hundred fifty million (\$150,000,000) dollars will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed three hundred million (\$300,000,000) dollars.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., one hundred (100%) percent of the Fund will be available if one hundred (100%) percent of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.
- 1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:
- All leaves with pay
 - Maternity and parental leave
 - All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

**2010 – 2012
Letter of Understanding (LOU)**

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

The following items will form the basis of a framework for settlement between Support Staff Unions and Boards of Education in the K-12 Public Education Sector. This framework in its entirety will be incorporated into memorandum of agreement achieved between Support Staff Unions and Boards of Education no later than February 29, 2012.

Term

July 1, 2010 to June 30, 2012

Wage Re-opener

This memorandum of agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current round of collective bargaining.

The employer agrees that in the event that Government decides to modify the PSEC Mandate, as it applies to the entire Public Service and Public Sector, during the term of the collective agreement, the school district and the local support staff union will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

The Support Staff Education and Adjustment Committee

2. The parties agree to continue and expand the scope of the Support Staff Education and Adjustment Committee (SSEAC) to include the following.
 - a) an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services
 - b) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
 - c) a study of the potential for regionalization of wages and benefits
 - d) an investigation of benefit standardization for the purpose of additional efficiencies during the life of the collective agreement
 - e) recommendations to address issues associated with hours of work and service delivery
 - f) a review of practices in districts having modified school calendars and the resulting impact on support staff
 - g) skills enhancement for support staff

There will be a total of five hundred fifty thousand (\$550,000) dollars allocated for the purposes set out above. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

2. The funds stipulated in Item 1 of the LOA – Class Organization Fund will be allocated in accordance with the following principles:
- a) The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
 - b) This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than ten (10) hours per week and less than thirty-five (35) hours per week.
 - c) Support staff local unions and Boards of Education will formulate a plan for the above funds.
 - d) SSEAC will review such plans and provide input to the Ministry of Education.

Demographic, Classification and Wage Information

The employer will, subject to the availability of the data, provide the following information.

Every October 1st, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

- School District employer
- Years of age (at the time of data submission)
- Gender
- Position code
- Current wage level
- Status (Permanent/Temporary/Casual)
- Annual hours of work
- Years of work experience with the current employer

BCPSEA will provide a Letter of Commitment regarding data as found in Attachment 1.

PEBT

The employer agrees to append the letter found in Attachment 2 to support staff collective agreements re: Public Education Benefits Trust for information purposes.

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.

Provincial Bargaining

At least six (6) months prior to the expiry of collective agreements between K-12 employers and support staff unions, representatives of employers and support staff unions shall meet to discuss the process of provincial bargaining for the next round of collective bargaining.

There will be a total of two hundred thousand (\$200,000) dollars allocated for the costs associated with provincial discussions related to bargaining.

Dated this 14th day of December, 2011.

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

Original Signed by:

CUPE & Support Staff Unions

BC Public School Employers' Association

& Boards of Education

2012 – 2014

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

The CUPE BC 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 and Boards of Education.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than Dec. 20, 2013.

1. Term

July 1, 2012 to June 30, 2014.

2. Wage Increases

Wages will increase by three and one-half (3.5%) percent. Increases will be effective on the following dates:

- July 1, 2013 – 1.0%
- February 1, 2014 – 2.0%
- May 1, 2014 – 0.5%

3. The Support Staff Education and Adjustment Committee (SSEAC)

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

4. Recognition & Respect for Education Assistants

- a) The Parties agree to establish a Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee will convene its initial meeting within six weeks of the ratification of support staff collective agreements.

- d) The Parties agree the Committee will be resourced with a fixed budget drawn from SSEAC funds to accomplish its work.
- e) The Parties agree that the Committee will complete its work in time to report back to the Parties for the next round of support staff bargaining.

Items previously agreed to (see attached):

Agreed Understanding of the term Education Assistant

Letter to the Ministry of Education requesting term Education Assistant be made applicable to legislation and regulations.

5. Illness and Injury Leave, Costs and Replacement Policies

Eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

The provincial and local parties agree to investigate the use and cost of sick leave and Board staff replacement policies with a view to recommending best practices to the parties and the PEBT.

6. Drug Plan

- a) The prescription drug provisions of the PEBT extended health plans will be amended, subject to paragraph (b), to provide coverage in accordance with the BlueRX Formulary and implementation of the BlueNet pay direct card.
- b) Bargaining units with existing drug card coverage and/or those using the Pharmacare formulary are not covered by (a). The provincial parties urge the local parties to seek ways, through local negotiations, to move towards this new provincial standard.

7. Letter of Understanding

The parties agree to amend and renew the December 14, 2011 Letter of Understanding, including:

a) Dedicated Funding

Dedicated funding in the amount \$100,000 to facilitate the next round of provincial bargaining.

b) PEBT

The Parties agree to include the Settlors Statement on Accepted Policy and Practices of the PEBT as contained in the 2011 Letter of Understanding as an attachment to their local collective agreements.

c) Demographic, Classification and Wage Information

The undertakings with respect to providing information contained in the 2011 Letter of Understanding are renewed.

9. Enabling Shared Services

The Parties and representatives of the Ministry of Education will examine and discuss any impediments arising from, and the options to facilitate, the introduction of shared services.

Originally signed September 18, 2013

[Original signed by Bargaining Committee]

[Original signed by Bargaining Committee]

for BCPSEA

for the Unions

**2014 – 2019
Provincial Framework Agreement ("Framework")**

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than November 30, 2014.

Term

July 1, 2014 to June 30, 2019.

Wage Increases

Wages will increase by 5.5%. Increases will be effective on the following dates:

- July 1, 2015 1.0%
- May 1, 2016 Economic Stability Dividend
- July 1, 2016 0.5%
- May 1, 2017 1.0% plus Economic Stability Dividend
- July 1, 2017 0.5%
- May 1, 2018 1.0% plus Economic Stability Dividend
- July 1, 2018 0.5%
- May 1, 2019 1.0% plus Economic Stability Dividend

The terms of the Economic Stability Dividend are described in Appendix A.

Employee Support Grant

BCPSEA, the Unions and the Government 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 the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.

Benefits Standardization

The Parties agree to pursue a voluntary standardized extended health plan to be implemented during the term of the collective agreement in accordance with the terms laid out in Appendix C.

The Support Staff Education and Adjustment Committee (SSEAC)

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff

- f) skills enhancement for support staff

There will be a total of \$100,000 of annual funding allocated for the purposes set out above commencing July 1, 2015. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

Education Assistants Committee

- a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.
- d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.
- f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

Learning Improvement Fund – Support Staff

The funds stipulated in Item 1 of the LOA – Learning Improvement Fund: Support Staff Priorities (Appendix D) are the greater of \$10 million or 20% of the LIF commencing on July 1, 2015. These funds will be allocated to School Districts in accordance with the following principles as per established SSEAC procedures:

- a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.
- b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.
- c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.
- d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.
- e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
- f) SSEAC will receive the jointly agreed plans from school districts and locals.
- g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.
- h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.
- i) If permitted by legislation and regulation, a one-time allocation of \$2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

PEBT

a) Date adjustment for the annual funding of the PEBT LTD plan:

Change the date of the annual funding payment of \$19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with \$19,428,240 each April 1.

The annual contribution period will continue to be based on the calendar year.

Recognizing the impact on interest earnings as a result of the three (3) month delay in 2015, the PEBT will be provided with a one-time interest payment by the Ministry of Education of \$300,000 on January 2, 2015.

b) Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the viability of administering all support staff EFAP plans.

Shared Services

The Parties will write a joint letter to the Ministry seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertakings that may have an impact on support staff positions.

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.

Standardized Job Evaluation Study

The Parties will establish a provincial joint job evaluation steering committee (the JE committee) within thirty (30) days following the signing of this framework agreement. The committee is responsible to create a provincial job evaluation plan which may include a regional or local approach. The JE tool will be based upon the CUPE gender neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

The committee will report out to the Parties at key milestones during the development of the plan. Should any concerns arise during the development they will be discussed and resolved by the Parties at that time.

Upon successful completion of the plan the Parties will identify one local in each of the seven established CUPE regions to pilot the plan prior to full implementation.

Job Evaluation Fund

To fund the development work of the JE committee during 2014 the Parties agree to a one-time allocation of \$50,000 from SSEAC.

To facilitate the implementation of the provincial job evaluation plan a fund will be established within SSEAC with an initial one-time allocation of \$250,000 on July 1, 2015 and annually each year thereafter during the term of the framework agreement, for a total of \$1,000,000 in one-time funding.

In addition to the one-time allocations, ongoing annual funds of \$900,000 will be added to the job evaluation fund for implementation purposes at January 2, 2019. Any residual ongoing funds that are available after the implementation of the standardized benefit plan will be added to the job evaluation fund.

Provincial Bargaining

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding of \$200,000 to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. This funding will be allocated as of July 1, 2016.

Unpaid Work

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

Workload Concerns

The Parties agree that employees should be provided with a reasonable workload. Employees with workload concerns are encouraged to bring these concerns to their supervisor or union in order that the concerns can be addressed.

Modified Calendar

The parties recognize calendar changes are an area of concern for local support staff unions. For future calendar amendments during the term of the collective agreement the Parties agree to review and compile best practices on existing modified calendars.

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.

Dated this 7th day of June, 2014.

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

K-12 Presidents' Council and

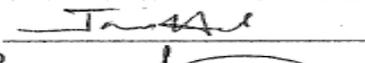
BC Public School Employers'

Support Staff Unions

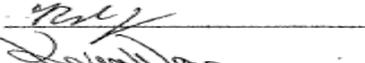
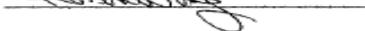
Association & Boards of Education

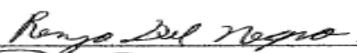


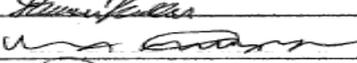


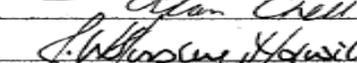
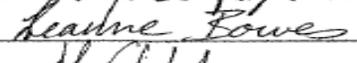



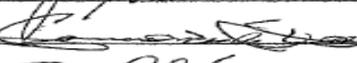
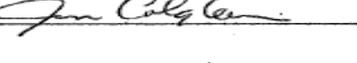
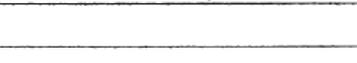







2019 - 2022

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.

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.

8. 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.

9. Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE)

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

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

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

10. 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.

11. Unpaid Work

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

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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Funding

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

17. Provincial Bargaining

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

Dated this __12th__ day of July, 2018.

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

K-12 Presidents' Council and Support Staff Unions

Warren Williams (Local 15 - Metro)
Tracey Mathieson
Rob Hewitt
Leslie Franklin (Local 703 - Fraser Valley)
Nicole Edmondson (Local 3500 - Okanagan)
Paul Simpson (Local 379 - Metro)
Marcey Campbell (Local 728 - Metro)
Sylvia Lindgren (Local 523 - Okanagan)
Rolanda Lavallee (Local 2145 - North)
Len Hanson (Local 2298 - North)
Joanne (Jody) Welch (Local 401- North Island)
Fred Schmidt (Local 382 - South Island)
Jane Massy (Local 947 - South Island)
Michelle Bennett (Local 748 - Kootenays)
Brent Boyd (Local 407 - Metro)
Patti Price (Local 1091 - Metro)
Rod Isaac (Local 411 - Fraser Valley)
Marcel Marsolais (Local 409 - Metro)
Anne Purvis (Local 440 - Kootenays)
Rob Zver (Local 606- North Island)
Bruce Scott (WVMEA)
Tim DeVivo. (IUOE Local 963)
Corey Thomas
Loree Wilcox
Corinne Iwata (minute taker)

BC Public School Employers' Association & Boards of Education

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

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.worksafebc.com for current information.



Refusing unsafe work

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

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

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

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

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

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

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

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

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

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

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

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

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

Worker Rights and Responsibilities:



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

Your rights

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

Your responsibilities

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

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

Employer Responsibilities:

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

Your responsibilities

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

Supervisor Responsibilities:

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

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

Your responsibilities

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

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

September 18, 2013

Letter to Ministry of Education re Education Assistant

Claire Avison
Assistant Deputy Minister, Governance, Legislation and Regulation
Ministry of Education

Dear Ms. Avison:

As part of the framework discussions between the K-12 Support Staff Unions and BCPSEA, the parties have agreed that it is desirable to facilitate a transition from the term "Teacher's Assistant" to "Education Assistant".

The parties agree that "Education Assistant" more accurately describes the nature of the work in the current context and into the future. We respectfully request that consideration be given to the possibility that a similar change could be made to applicable legislation and regulations.

Yours truly,

[Original signed by Peter Cameron]

Peter Cameron

BCPSEA

[Original signed by Bill Pegler]

Bill Pegler

CUPE

Attachment 1



Bill Pegler
K-12 Coordinator
Canadian Union of Public Employees (CUPE)

Letter of Commitment

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.

Original signed on December 14, 2011 by:

"Jacquie Griffiths"
Jacquie Griffiths

Associate Executive Director

BCPSEA

Attachment 2

Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K -12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at www.PEBT.ca). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.

Letter of Agreement

Between

BCPSEA

And

K-12 Support Staff Unions

And

Her Majesty the Queen in right of the province of BC as represented by the Ministry of Education

RE: Class Organization Fund: Support Staff Priorities

WHEREAS:

The Ministry intends to establish and maintain additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

1. Funding will be allocated as follows:
 - Seven million five hundred thousand (\$7,500,000) dollars for year one, for the school year commencing September, 2012, and
 - Seven million five hundred thousand (\$7,500,000) dollars per year for each year thereafter.
2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14, 2011 by:

"Hugh Finlayson" _____

BCPSEA

"Rick Davis" _____

Ministry of Education

"Terry Allen" _____

Support Staff Unions

APPENDIX B

Letter of Agreement

Between:

British Columbia Public School Employers' Association

And:

K-12 Presidents Council

Re Economic Stability Dividend

Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in

real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - (i) February Budget – Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
 - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

APPENDIX C

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

And:

Her Majesty the Queen in Right of the Province of BC as

Represented by the Ministry of Education (“the Government”)

Re: Employee Support Grant for May/June 2014

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers’ Federation (“BCTF”) or lockout by BCPSEA during May and June 2014 as set out in this letter.
2. Subject to the terms of this Letter:
 - (a) Within thirty (30) days of ratification of a new collective agreement by a Board of School Trustees, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.
 - (b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee’s behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
 - (c) If the joint committee is unable to resolve the employee’s claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

BCPSEA

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her Majesty in
Right of the Province of BC

[Original signed by Marcel Marsolais]

K-12 Presidents’ Council

APPENDIX D

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

And:

Her Majesty the Queen in Right of the Province of BC as

Represented by the Ministry of Education (“the Government”)

Re: Employee Support Grant for after June 30, 2014

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may 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, 2014.
2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee’s behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
5. If the joint committee is unable to resolve the employee’s claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

[Original signed by Marcel Marsolais]

BCPSEA

K-12 Presidents’ Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her Majesty in Right of the Province of BC

APPENDIX E

Provincial Support Staff Extended Health Benefit Plan

Terms of Reference

Between:

British Columbia Public School Employers' Association

And

K-12 Presidents Council

Re: Exploration of a Greater Standardization of Benefits Plans

The parties agree to move to an optional standardized provincial extended health benefits plan (standardized plan) which would include the majority of support staff members. To further such change the parties agree to form a working committee with the goal of achieving agreement on a standardized extended health benefits plan.

Terms of Reference:

1. The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10th, 2014.
2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.
7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of \$3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.
9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13th, 2014 or a mutually agreed upon day.

APPENDIX F

Letter of Agreement

Between:

BCPSEA

And

K-12 Support Staff Unions

And

Her Majesty the Queen in right of the Province of BC as represented by the Ministry of Education

RE: Learning Improvement Fund: Support Staff Priorities

WHEREAS:

The Ministry has established and maintains additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant (EA) work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.
2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

