

# COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)



AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 847

# **CUPE**

July 1, 2019 – June 30, 2022

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**EFFECTIVE: July 1, 2019 to June 30, 2022**

**BETWEEN: THE BOARD OF EDUCATION,  
OF SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)**

(hereinafter called the "Employer")

**PARTY OF THE FIRST PART**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 847**

(hereinafter called the "Union")

**PARTY OF THE SECOND PART**

**ARTICLE 1 PREAMBLE**

**WHEREAS** it is the desire of both parties to the agreement:

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

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

**NOW, THEREFORE,** the parties agree as follows:

**ARTICLE 2 RECOGNITION OF NEGOTIATIONS**

The Employer or anyone authorized to act on their behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this agreement and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union, in any and all matters affecting the relationship between the parties to this agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

### **ARTICLE 3 NO DISCRIMINATION**

**A)** The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of grounds protected by the BC Human Rights Code, nor by reason of their membership in a Labour Union and the employees shall at all times and in like manner act in good faith toward the Employer.

This does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

### **B) Harassment**

- i) The parties agree that employees have a right to work in an environment free from harassment.
- ii) Harassment complaints shall be dealt with in accordance with Board policy. Any grievances regarding a harassment complaint will be initiated at Step 2 of the grievance procedure and will be handled with all possible confidentiality and dispatch.

### **ARTICLE 4 UNION SECURITY**

Every employee who is now or hereafter become a member of the Union shall maintain their membership in the Union as a condition of continued employment. Every new employee whose employment commences hereafter shall, within thirty (30) days after commencement of their employment, become a member of the Union and shall maintain membership in the Union as a condition of continued employment.

### **ARTICLE 5 UNION DUES**

**A)** The Employee agrees to the compulsory deduction of all Union dues as a condition of employment. Said dues to be paid and deducted each pay period and forwarded to the Union Secretary-Treasurer with a list of those paying dues, and the amount each pays. All employees as a condition of continued employment shall be liable to Union dues deductions.

**B)** The Employer will have each new employee sign an application for membership card and will forward such cards to the Secretary Treasurer of the Union.

### **ARTICLE 6 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that an agreement between the parties is in effect, and with the conditions of employment as set out in Articles 4 and 5 dealing with Union Security and Deduction of Union Dues. New employees shall be shown how to access a copy of the collective agreement by the Employer on commencement of employment. The Employer will provide new employees with a contact list of Union representatives in the format provided by the Union.

## **ARTICLE 7      LABOUR/MANAGEMENT NEGOTIATIONS**

### **A)                    Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

### **B)                    Representative of Canadian Union of Public Employees**

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

### **C)                    Meeting of Committee**

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such meeting to be held not later than ten (10) days after request has been given unless varied by mutual consent.

### **D)                    Function of Bargaining Committee**

All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the Bargaining Committee for discussion and settlement.

### **E)                    Time Off For Meetings**

Any representative of the Union on this Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.

**F)** The Employer shall have the right to have the assistance of its senior administrative official or their representative when dealing or negotiating with the Union.

**G)** No equivalent time off may be taken by an employee attending meetings of the Committee outside of their working hours.

### **H)                    Labour/Management Committee**

There shall be a Labour/Management Committee with equal membership from both the Union and the Employer which shall meet at least once every two (2) months in order to discuss matters of mutual concern.

**ARTICLE 8      DEFINITION OF EMPLOYEES**

**A)              Regular Employees**

Regular employees are those who have been assigned to a posted regular position and who have completed probation. (This to include full and part-time employees.)

**B)              Relief Employees**

Relief employees are those who replace any regular employee and shall not be placed on the regular seniority list until they have completed ninety (90) days worked within a twelve (12) month period.

The date of commencing work for seniority purposes shall be eighteen (18) weeks prior to the day on which the employee became eligible for including on the seniority list.

They shall not be known as a regular employee until assigned to a posted regular position and have completed probation.

**C)              Seasonal Employees**

Seasonal Employees are those engaged for periods of less than three (3) months for seasonal or specific projects unless by mutual agreement the time is extended; they shall have the same status as a relief employee with regard to the seniority list and regular employment.

**D)** All regular employees shall be eligible for all benefits provided by this agreement as the conditions of the benefit contracts will permit and all part-time regular employees shall in proportion to their daily time worked, receive all benefits.

## **ARTICLE 9 SENIORITY**

### **A) Seniority List**

Seniority is length of service with the Employer and shall operate on a bargaining-unit-wide basis.

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

### **B) Seniority for New Employees**

Newly hired employees shall be considered on probation for a period of three (3) months from the date assigned to a regular position. During the probationary period, employees shall be entitled to all rights and privileges of this agreement unless otherwise provided, except with respect to discharge. The standard of discharge for probationary employees shall be lack of general suitability for continued employment.

After completion of the probationary period, seniority shall be effective from the original date of hiring and any days actually worked as a seasonal or relief employee within the preceding twelve (12) months shall also be counted as time accumulated for seniority purposes.

### **C) Seniority During Absence**

If an employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, they shall not lose seniority rights.

### **D) Loss of Seniority**

An employee shall lose their seniority in the event:

- i) They are discharged for just cause and are not reinstated.
- ii) They resign.
- iii) They are absent from work in excess of five (5) working days without notifying their Employer unless such notice was not reasonably possible.
- iv) After a layoff, they fail to return to work within ten (10) working days, 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 their current address.
- v) The employee elects to receive severance under Article 10(f).
- vi) An employee who is laid off shall not attain seniority recall rights if employed for less than three (3) months and if they are employed in excess of three (3) months they shall not retain seniority rights if they are laid off and not re-employed within twelve (12) months after layoff.

## **ARTICLE 10 LAYOFFS AND REHIRING**

### **A) Layoff and Rehiring Procedure**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority provided that they are competent and qualified to do the job. Employees shall be recalled in the order of their seniority provided they are competent and qualified to do the work.

### **B) Notice of Layoff**

The Employer shall notify employees who have completed their probationary period and who are to be laid off, in writing, thirty (30) days before layoff is to be effective.

If the employee laid off has not had the opportunity to work the number of days for which notice of layoff was given, they shall, nevertheless, be paid for that period from the date of layoff notice.

### **C) Continuation of Benefits**

The Employer agrees to pay its share of the monthly premiums up to three (3) months of the medical, extended health, dental and group life plans for regular employees laid off. In the event of a longer layoff, employees so affected will be given the right to continue their coverage through direct payments, provided the plans permit such coverage.

### **D) Bumping**

An employee whose position is subject to layoff or reduction of hours shall be entitled to bump a junior employee provided the employee can demonstrate current qualifications, experience, skill and ability to perform the duties of the position occupied by the junior employee. If an employee is in the process of preparing for the required qualifications at the time of notice of layoff or bumping, the employee shall be allowed to bump provided the qualifications are achieved within a reasonable length of time as mutually agreed upon by the parties.

The employee shall exercise bumping rights within seven (7) working days of receiving notice under 10(b) above. Where an employee declines to exercise their right to bump, the right shall be forfeited for that layoff or reduction.

Where an employee exercises the right to bump and subsequently is unable to perform adequately the duties of the position, the employee shall have the right to bump only the most junior employee whose position the employee is qualified to fill.

### **E) Employees who are laid off or bumped shall be recalled to their former position when it becomes vacant. Subject to 9 (d) (vi) recall rights shall be maintained by the employee for a period of twelve (12) months**

- F) Upon being laid off an employee shall have thirty (30) days in which to opt for recall rights or to resign. Upon resignation the employee shall be paid one (1) week's pay for each complete year of service up to a maximum of twenty (20) weeks' pay. This option shall only be available to an employee who has been a regular employee for at least twelve (12) months and who has exhausted their bumping rights.
- G) Except for Article 10(c) this article shall not apply to the annual summer layoff of school term (nominal ten-month) employees.

## **ARTICLE 11 PROMOTIONS AND STAFF CHANGES**

### **A) Employer Shall Notify Union**

Prior to filling any staff change or promotion covered by the terms of this agreement, the Employer shall notify the Union and post notice of the position electronically for a minimum of five (5) working days in order that all members will know about the position and be able to make written application. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range.

### **B) Method of Making Appointments**

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

### **C) Trial Period**

The successful regular employee shall be placed on trial for a period of forty-five (45) working days. Conditional on satisfactory service such trial promotion shall become permanent after the period of forty-five (45) working days. If during the first fifteen (15) days of the trial period an employee chooses to return to their former position, the employee may do so. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or chooses to return within the first fifteen (15) days, they shall be returned to their former position without loss of seniority or salary, and any other employee promoted or transferred because of the rearrangement of position shall also be returned to their former position without loss of seniority and salary.

### **D) Union Notification**

The Union shall be notified of all appointments, hirings, layoffs, rehiring, and terminations of employment.

In September and January of each year, the Employer shall provide to the Union, a contact list of all employees in the bargaining unit. This list will include each employee's name, job classification(s), work site(s), mailing address, telephone number and work email. The employee contact list information will be provided in electronic format to the Union President or designate.

**E) Disabled Employees' Preference**

Any employee covered by this agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement is unable to perform their regular duties, may be given the preference of any light work available at the salary payable at the time for the position to which they are assigned.

**F) Preparing for Qualifications**

The Employer shall give consideration to employees who do not possess the required formal qualifications but are preparing for qualification prior to the posting of a vacancy, when filling vacancies for which there are no qualified internal applicants. Such employees will be given an opportunity to qualify within a reasonable length of time as mutually agreed between the parties to this agreement, and to revert to their former position if the required qualifications are not met within such time.

**G) Temporary Posting**

In the event that a temporary position or vacancy extends beyond a forty-five (45) day period, such vacancy shall be posted as per Article 11(a). Where the Employer becomes aware that the position will exist beyond the forty-five (45) days, the position shall be posted within three (3) working days of the Employer receiving written notice.

Employees in temporary positions will be required to complete their temporary positions before being eligible for an appointment to a subsequent temporary position. Employees may apply for a regular position at any time.

**H) Transfers**

By mutual agreement between the Employer and the Union, the Employer may transfer employee(s) in cases where there is a duty to accommodate, where findings of workplace harassment or bullying have been made or for good and sufficient reason.

## ARTICLE 12 GRIEVANCE PROCEDURE

- A) The Employer shall recognize Shop Stewards or Union executive members appointed or otherwise selected by the Union, whose duties shall be to investigate and to attempt to settle disputes and process any grievance in accordance with the grievance procedure.
- B) The Union shall notify the Employer in writing of the name of each Shop Steward before the Employer shall be required to recognize any Shop Steward.
- C) The Shop Stewards selected according to (a) hereof, shall not change so long as they remain employees or until their successors are chosen.
- D) In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward shall not leave work without obtaining permission of their supervisor, which permission shall not be unreasonably withheld.
- E) Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

### **Step 1:**

The aggrieved employee(s), together with the Shop Steward, shall submit the grievance in writing and meet to attempt to settle the grievance with the employee's non-bargaining unit supervisor with all dispatch but at all times within thirty (30) working days of the date of the incident causing the employee's concern. The supervisor shall attempt to resolve the dispute within five (5) working days of being advised of the grievance.

### **Step 2:**

Failing satisfactory settlement of the grievance after the completion of Step 1, the Union will submit to the Secretary Treasurer within ten (10) working days, a written statement of the particulars of the complaint and the redress sought. In an attempt to resolve the dispute a meeting shall be held with the Secretary Treasurer or designate and the Union within ten (10) working days of receipt of the written grievance. In any event, the Secretary Treasurer or designate shall render the Employer's written decision within ten (10) working days after the meeting.

**Step 3:**

Failing satisfactory settlement of the grievance after the completion of Step 2, the Union will notify the Employer in writing of their intention to further the grievance within ten (10) working days. A meeting of the Employer Committee and the Union shall be held within ten (10) working days after receipt of such notice. The Secretary Treasurer or their designate shall render the Employer's written decision within ten (10) working days.

**Step 4:**

Failing satisfactory settlement of the grievance after the completion of Step 3, either party to this Agreement may refer the dispute to Arbitration within ten (10) working days.

- F)** Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union has a grievance, Step 1 of this Article, may be bypassed.
- G)** Replies to written grievances shall be in writing at all stages.
- H)** Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- I)** The Employer shall supply the necessary facilities for the grievance meetings.
- J)** Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

## **ARTICLE 13     ARBITRATION**

### **A)           Sole Arbitrator**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) days thereafter, the parties shall select a sole arbitrator. If the parties cannot agree on the selection of an arbitrator the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.

### **B)           Board of Arbitration**

By mutual agreement, the parties may elect to use a three (3) person Board of Arbitration. Within five (5) working days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within five (5) working days, the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.

### **C)           Board Procedure**

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The decision of a majority shall be the decision of the Board.

### **D)           Decisions of the Board**

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

### **E)           Arbitration Decisions**

Arbitration decision, whether of a sole arbitration or of a Board of Arbitration, shall be final and binding on all parties, but in no event shall the Arbitrator(s) have the power to modify or amend this Agreement in any respect.

### **F)           Expenses of the Board**

Each party shall pay:

- i)     one-half ( $\frac{1}{2}$ ) the fees and expenses of a sole arbitrator or
- ii)    the fees and expenses of the arbitrator it appoints.
- iii)  one-half ( $\frac{1}{2}$ ) the fees and expenses of the Chairperson.

### **G)           Amending of Time Limits**

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

### **H)           Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all

reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**D) Alternate Dispute Resolution**

Grievances may, by mutual agreement, be submitted to alternate dispute resolution provisions of the Labour Relations Code, including expedited arbitration. Such decisions shall be of no precedential value unless agreed to by the parties. Costs of the process shall be shared equally between the parties.

## ARTICLE 14    **TERMINATION, DISCHARGE OR SUSPENSION**

### **A)            Adverse Reports**

The employee shall have the right to have a Steward or a Union Officer present when subject to an investigation meeting and/or written reprimand or more serious discipline. The Union President or designate will be copied on all the employee investigation meeting requests and all formal discipline letters shall be provided to the Union within ten (10) days.

The employee's reply to a complaint, accusation or expression of dissatisfaction shall become part of their record.

After receiving a request from an employee, the Secretary Treasurer shall arrange for the employee to review their personnel file in the presence of an employer representative during regular office hours. Within reason, photocopies of documents in the file shall be supplied by the Employer if requested by the employee. Provided there have been no further offences, or if the offence involves harm to a child, any reference to discipline shall be removed from the employee's file after twenty-four (24) months.

### **B)            Discharge Procedures**

- i)    An employee may be dismissed only for just cause and only upon the authority of the Employer or their agent. When an employee is discharged or suspended, they shall be given the reason in the presence of their Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal to deal with any business establishment involved in a legal strike. All services of the School District will be maintained.

- ii)   An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- iii)  Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

**C)**

**Falsely Accused Employee Assistance**

When an employee has been accused of misconduct (outside the normal disciplinary process) and:

- i) at the conclusion of an investigation by the Employer, and the Employer has not concluded that the accusation is true, and
- ii) that the employee is acquitted of any criminal charges in relation to the accusation; and
- iii) an arbitrator considering discipline or dismissal of the employee finds the accusation to be false;

the employee may apply for assistance from the Employer for such services as the parties may agree to at that time. Approval of the agreement may not be unreasonably denied.

## **ARTICLE 15 HOURS OF WORK**

### **A) Hours**

The normal hours of work for clerical staff shall be seven (7) hours per day, to be worked within eight (8) hours, thirty-five (35) hours per week, Monday to Friday. The normal hours of work for non-clerical staff shall be seven and one half (7½) hours per day, thirty-seven and one-half (37½) hours per week, Monday to Friday.

### **B) Working Schedule**

- i) The Employer agrees, in consultation with the Union, to set forth the working schedule of each department, hereinafter referred to as the “Work Schedule”. The schedule shall be deemed to constitute Schedule “B” of this agreement.
- ii) This will serve as a clause regarding implementation of a flexible work day for maintenance and custodial staff during the months of July and August, Christmas and Spring Breaks or other periods that may be mutually agreed to by the parties. This clause is subject to the following conditions:
  - (a) both the employee and Employer must agree to the change;
  - (b) all employees at a given work site (i.e., school, Maintenance Department) must work the same schedule;
  - (c) this list of “subject to’s” is not intended to be all inclusive;
  - (d) this article [Article 15(b)(ii)] may be cancelled by either party upon 30 days’ notice in writing directed by one party to the other party that it wishes this paragraph to be terminated.

### **C) Minimum Hours**

Except where otherwise provided in the agreement, in the event of an employee starting work in any day and being sent home before they have completed four (4) hours, they shall be paid for four (4) hours. In the event that an employee reports for work but is sent home before commencing work they shall be paid for two (2) hours at regular rates.

This clause shall not apply to:

- i) the classification of supervisors.
- ii) employees working in schools of less than eighty (80) students after agreement with the union. Such agreement shall not be unreasonably withheld.
- iii) relief employees replacing the regular employee where the work being replaced is less than four (4) hours or the relief employee is only qualified for a part of the shift’s work.
- iv) EAs assigned to work with part day students;
- v) other positions by mutual agreement. Such agreement shall not be unreasonably withheld.

### **D) Break Period**

All employees shall be permitted a fifteen (15) minute rest period both in the first half and second half of a shift.

## **ARTICLE 16 OVERTIME**

### **A) Overtime Rates on Weekdays**

Overtime shall be paid for at the rate of time and one-half for the first two (2) hours and double time after two (2) hours in any one day or shift, Monday to Friday.

### **B) Overtime Rates on Saturdays, Sundays and Holidays**

i) All time worked on Saturday and Sunday shall be paid at double time standard rate of pay for every hour worked. Any employee who is required to work on a holiday shall be paid at the rate of double their standard rate of pay for every hour worked in addition to their regular holiday pay.

Days off to be considered Saturday and Sunday for overtime purposes.

ii) In order to facilitate weekend use of school facilities in a cost-effective way for users,

a) The Union agrees to waive the right to overtime under 16(b) in return for a minimum four (4) hours' pay for any employee called to work on a weekend for the purpose of opening, supervising, and using a school district facility for any hours worked up to thirty-seven and one-half (37 ½) hours for that week.

b) The hours can be split once but must be worked within a twelve (12) hour period.

### **C) Minimum Call-Back Time**

Every employee who is called out and required to work in an emergency outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates and shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work. The word "emergency" above being defined as the instance where an employee does not receive notification during their regular working hours.

### **D) Sharing of Overtime**

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

### **E) Call-Back and Overtime Records**

The Employer agrees to retain Call-Back and Overtime records for at least one (1) calendar year and provide those records to the Union upon request.

### **F) Overtime During Layoffs**

There shall be no extended amount of overtime worked in any operation while there are employees on layoff in the same or similar types of operations and who are qualified to perform the available work.

### **G) Banked Time**

The Employer and the employee may mutually agree to take time off at premium rate in lieu of cash overtime. Any overtime that employees wish to bank must be recorded on their time sheets as banked overtime and approved in the pay period in which it was

earned. All accrued banked time may be taken at a mutually agreed upon time or be paid out as cash. All banked overtime will be paid out on the last pay period of the calendar year unless the employee opts to carry forward a maximum of seventy-five (75) hours.

## **ARTICLE 17 HOLIDAYS**

All employees shall receive one day's pay for not working on the following holidays:

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

and any other day proclaimed by the Federal or Provincial Government as a holiday. When any of the above holidays fall on a normal non-working day and no other day is declared in substitution therefore, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay.

**ARTICLE 18 VACATIONS**

A) Employees covered by this agreement shall have annual holidays with pay, as per the following schedule:

Entitlement after having completed the following years of service:

1 Year	-	3 Weeks
5 Years	-	4 Weeks
12 Years	-	5 Weeks
19 Years	-	6 Weeks
30 Years	-	7 Weeks

The annual holidays shall be taken in the calendar year in which they are earned and at a time most convenient for the work.

The anniversary date of holiday entitlement for employees shall be June 30. The vacation entitlement for new employees shall be pro-rated for length of service prior to June 30.

If requested under Article 21(b) regular employees working less than twelve (12) months per year who are not required to work during Christmas shall receive accrued vacation pay at Christmas and the end of the school year in accordance with the following formula:

From 1 up to 4 years of seniority as at June 30	- 6% of gross earnings
From 5 up to 11 years of seniority as at June 30	- 8% of gross earnings
From 12 up to 18 years of seniority as at June 30	- 10% of gross earnings
From 19 up to 29 years of seniority as at June 30	- 12% of gross earnings
Over 30 years of seniority as at June 30	- 14% of gross earnings

**B) Holidays during Vacations**

If a statutory or declared holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for such holiday in addition to their regular vacation time.

**C) Preference in Vacations**

All employees shall be granted, during the month of July and August, their vacation and as far as possible the period preferred by the employee. By mutual agreement, vacation time may be arranged in any other month of the calendar year. However, in the event of a conflict in vacation date preference, the choice then shall be determined by seniority of service.

## **ARTICLE 19 SICK LEAVE PROVISIONS**

### **A) Sick Leave Defined**

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

### **B) Amount of Sick Leave**

Sick leave shall be granted to employees on the basis of one and one-half (1½) days for every month of service.

In any other year when an employee has not had sick leave or only a portion thereof, they shall be entitled to an accrual of all the unused portion of sick leave up to a maximum of two hundred (200) working days for their future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in (a).

### **C) Proof of Illness**

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness, certifying that the sick employee is unable to carry out their duties due to illness.

In cases of alleged abuse, the Employer has the option of specifying the duly qualified medical practitioner. The Employer shall pay any additional expenses incurred in any request for a certificate.

### **D) Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

### **E) Sick Leave Without Pay**

Sick leave without pay of one year shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of one year any extension can only be granted upon review and by mutual agreement of the parties hereto.

### **F) Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, each employee shall receive a record from the Employer of their accumulated sick leave credit. Any employee is to be advised on application of the amount of sick leave accrued to their credit.

### **G) Accrued Sick Leave**

Any employee having accrued sick leave to their credit shall, on retirement, or on termination for medical reasons, receive a salary grant in lieu thereof equal to such credit on the following basis:

- i) after 10 years of continuous service, a maximum of 100 days;
- ii) after 20 years of continuous service, a maximum of 110 days.

In the event of death, any accrued sick leave cash bonus up to the maximums referred to above shall be paid to their beneficiary.

**H) LTD**

- i) All regular employees as defined by the Public Education Benefits Trust (PEBT) LTD Plan shall participate in the PEPT long-term disability plan. This shall be at no cost to the Employer or the employee. If the PEPT Plan does not define eligibility then regular employees working one-half time or more will be eligible.
- ii) The PEPT LTD plan shall be fully integrated with the sick leave plan so that an employee will be entitled to use their sick leave up to the date they are eligible to collect LTD at which time sick leave usage shall cease.
- iii) While on LTD employees shall only be entitled to the following provisions of the agreement:

**Article 9(d)**

**Article 25(a), (b), (c), (d) and (e)**

Upon payment of 100% of required premiums one (1) month in advance and subject to the provisions of the plans. These entitlements shall continue as long as the employee retains their status as an employee and shall not prejudice the Employer's review of that status.

**I) Sick Leave Bank**

A sick leave bank shall be established to provide paid sick leave for those employees who have exhausted their sick leave credits and remain in need of further paid sick leave. The Employer and Union shall maintain administrative guidelines to address the agreed upon uses of the sick bank. These guidelines shall be provided to the committee for their use in the administration of the sick bank.

A joint committee of two (2) each from the Employer and the Union shall administer the bank. Applications for withdrawals from the bank shall be made to the Secretary-Treasurer of the Employer and forwarded to the committee.

Any withdrawal from the bank shall require majority approval from the committee as will any renewal if required.

Employees must have at least one year on the seniority list to participate in the sick leave bank.

When the bank (once utilized) reaches half level, one hundred and fifty (150) days, an assessment of three-quarter (3/4) days per employee per month shall commence and continue until the maximum of three hundred (300) days is again established.

**J)** A maximum of ten (10) days shall be added to the sick leave bank if upon retirement of an employee's employment, the bank is below the maximum limit.

**K)** Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any designated sick leave or wage compensation recovered from an insurer or court award shall be repaid by the employee to the Employer. The

Employer shall thereupon reinstate the days of sick leave credit used, if any, as represented by the repayment.

## **ARTICLE 20 LEAVE OF ABSENCE**

### **A) For Union Business**

The Employer agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

### **B) Union Conventions**

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees selected or appointed to represent the Union at Union Conventions. Such time shall not exceed a total of twenty-one (21) working days in any one year. If possible, three (3) weeks' notice shall be given to the Employer.

### **C) Bereavement Leave**

An employee shall be granted four (4) regularly scheduled work days leave without loss of salary or wages in the case of the death of a parent, spouse, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

One-half (1/2) days shall be granted without loss of salary or wage to attend a funeral as a pallbearer or honorary pallbearer, provided such employee has the approval of their supervisor or department head.

### **D) Maternity and Parental Leave**

Employees shall be granted maternity and parental leave in accordance with provisions of the *British Columbia Employment Standards Act*.

### **E) Adoption Leave**

Employees shall be granted adoption leave in accordance with provisions of the *British Columbia Employment Standards Act*.

### **F) Childbirth Leave**

Childbirth leave shall consist of two (2) days' paid leave at the time of birth of an employee's child. A regular employee shall be granted necessary time with pay to take their spouse or common law partner to a hospital, return the individual home from hospital or attend the birth of their child. Such leave shall not exceed two (2) days and may be taken in two (2) separate days.

**G) Compassionate Leave**

Employees shall be granted leave of absence with pay up to a maximum of twelve (12) days per year in case of a serious illness in the immediate family (spouse, children, parents and parents in-law), upon the attendance and application of the employee and the approval of the Employer or their agent, with deductions to come off their sick leave. The employee may be required to produce a certificate from a duly qualified medical practitioner certifying that relative is ill and requires attention.

Where no one other than the employee can provide for the needs of an immediate family member during an illness, medical or dental appointment, an employee shall be entitled, after notifying their supervisor, to use up to six (6) of the above twelve (12) days per year of accumulated sick leave for this purpose.

In cases of alleged abuse, the Employer has the option of specifying the duly qualified medical practitioner. The Employer shall pay any additional expenses incurred in such a request if the employee's claim is substantiated by the medical practitioner.

Unpaid compassionate care leave shall be provided in accordance with the provisions of the *BC Employment Standards Act*.

**H) Jury Duty**

The Employer shall pay an employee who is required to serve as a juror or subpoenaed court witness the difference between their normal earnings and the payment they receive for jury services or court witness. The employee will present proof of services and the amount of pay received. During the employee's court service, they shall retain all rights and benefits in the Collective Agreement.

**I) Leave for Union Officials**

Any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one year. Such leave shall be renewed each year during their term of office. One month's notice to be given to the Employer.

**J) General Leave**

The Employer may grant leave of absence without pay of up to three (3) days to any employee requesting such leave. Requests for an extension of the three (3) days of unpaid leave may be considered in extenuating circumstances. All requests to be in writing with advance notice where practicable and approved by the Employer based on bona fide operational requirements, student needs and adequate replacements.

## **ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES**

### **A) Pay Days**

The Employer shall pay salaries and wages every fourth (4<sup>th</sup>) Thursday in accordance with Schedule “A” attached hereto and forming part of this agreement. On each pay day, each employee shall be provided with an itemized statement on their wages and deductions.

On the second (2<sup>nd</sup>) Thursday of every pay period, an employee shall be entitled to a mutually agreed upon advance equal to a percentage of their regular salary for that period.

### **B) Vacation Pay**

Instead of ten-month employees receiving holiday pay at Christmas and at the end of the school year, a ten-month employee may elect, in September, to receive holiday pay on their 4<sup>th</sup> Thursday cheque.

### **C) Pay During Temporary Transfers**

If an employee substitutes on any job during the absence of another employee or performs duties of a higher classification, they shall receive the rate for the job or their regular rate, whichever is greater.

### **D) Automobile Allowance**

Employees required by the Employer to use their private automobiles to carry out their duties shall be paid an allowance equal to that paid to members of the Board of Education.

### **E) Shift Differential**

Differential pay of sixty-nine cents (\$0.69) per hour will be paid for working graveyard shift, all split shift hours and evenings (employees must start at 3:00 p.m. onwards).

### **F) Custodian-In-Charge**

Provide premiums for one Custodian-In-Charge per school of forty-seven (\$0.47) per hour and twenty-eight (\$0.28) per hour per additional custodial employee to the Custodian-in-Charge. Premiums shall be in addition to their regular rate of pay.

### **G) Trades Tickets**

Maintenance trades employees who possess multiple trades tickets required by the Employer shall be paid six cents (\$0.06) per hour over their regular rate for each ticket in addition to the original ticket which was required to obtain the position. This rate shall be paid for a maximum of two additional tickets.

### **H) Leadhand**

A Leadhand shall receive a dollar and eighty-nine cents (\$1.89) per hour premium in addition to their regular rate of pay. A Leadhand must be designated by the Maintenance Supervisor.

**D) Swimsuit Allowance**

An Education Assistant who is in a posted assignment which requires their participation in an aquatic's programs with students, shall be provided with a swimsuit allowance of fifty dollars (\$50) per school year.

**ARTICLE 22 JOB RECLASSIFICATION**

When any position not covered by Schedule "A" is established or there is a significant change to an existing position, the Employer, employee or union may refer the matter to the Job Evaluation Committee by following the procedures set out in the attached Letter of Understanding "Job Evaluation Committee Maintenance Procedures".

**ARTICLE 23 SUPPLEMENTATION OF COMPENSATION AWARD**

A regular employee prevented from performing their regular work with the Employer on account of an occupational accident arising from their work with the school district that is recognized by WorkSafeBC as compensable within the meaning of the Act, shall have deductions of that portion of the pay not paid by WorkSafeBC made from their sick leave entitlement for each day the employee is entitled to wage loss benefits, to a maximum of eight percent (8%) of their salary, provided the employee has the requisite number of sick leave days left to their credit, for a maximum of six (6) months.

The Employer shall receive a cheque from WorkSafeBC and shall pay this amount to the employee less statutory deductions. In the event an employee has not sufficient sick leave entitlement the employee shall receive the WorkSafeBC cheque.

On expiry of the above six (6) months an employee shall be entitled to maintain benefits under this Agreement, conditions of the benefit plans permitting, by paying both employee and Employer shares. This entitlement shall continue as long as the employee retains their status as an employee and shall not prejudice the Employer's review of that status.

**ARTICLE 24 SAFETY**

**A)** The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect.

**B)** Site based Safety Committee(s) shall be established in accordance with the Board's Occupational Safety and Health Program and WorkSafeBC regulations.

Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union, and posted on all bulletin boards.

**ARTICLE 25    BENEFITS**

**A)            Municipal Pension Plan**

Regular employees shall participate in the existing pension plan in accordance with the terms of the plan and in any future plan that may be entered into by the mutual agreement by the parties hereto.

**B)            B.C. Medical Insurance**

The Employer shall contribute one hundred percent (100%) of the premiums of the recognized medical plan for all present employees. In the case of absence for illness, the Employer contribution will be paid for a maximum of one year from commencement of illness. Thereafter, and for the full period of any other absence, the employee may pay the full premiums through the Employer if they so desire, provided it is permissible under the plan.

**C)            Extended Health Benefits**

The Employer shall pay the full cost of the Extended Health Benefits Plan, including the Hearing Aid Option and the Eye Glass Option. Effective January 1, 1997, the Eye Glass Option will increase to \$250 once every two (2) years.

**D)            Group Life Insurance**

The existing Group Life Insurance Policy shall be improved insofar as possible by negotiations between the Employer and the insuring Company, with a view to raising benefit levels. The Group Life Insurance Policy shall provide for benefits at twice the annual salary with a maximum of \$100,000 coverage and provide double indemnity for accidental death and dismemberment. The Employer shall pay one hundred percent (100%) of the premium.

**E)            Dental Coverage**

The Employer shall provide Part A (basic dentistry) of a recognized dental plan for all employees, and the Employer shall pay one hundred percent (100%) of the premiums.

The Employer shall provide Part B of a recognized dental plan for all employees, and the Employer shall pay one hundred percent (100%) of the premiums.

The Employer shall provide Part C of a recognized dental plan for all employees, and the Employer shall pay one hundred percent (100%) of the premiums. Part C shall be limited to a \$2,500.00 life time payment per person.

Coverage:            Part A – 100%  
                              Part B – 50%  
                              Part C - 50%

## **ARTICLE 26      GENERAL CONDITIONS**

### **A)                    Proper Accommodation**

Where possible proper accommodation shall be provided for employees to have their meals and keep their clothes.

### **B)                    Bulletin Boards**

The Employer shall provide bulletin boards in suitable locations upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **C)                    Fire Insurance**

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

### **D)                    Strike at Employer's Premises**

In the event any other employees of the Employer engage in a legal strike and place or maintain pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by the members of this Union shall not be considered a violation of this agreement. However, essential services shall be maintained.

### **E)                    Instructional Courses**

The Employer agrees to pay the full costs of any course of instruction required and approved by the Employer or any employee to better qualify that employee to perform their job. Such payment shall be made upon successful completion of the course.

### **F)                    Union Meetings**

Facilities of the schools shall be made available for all Union Meetings; except that such meetings shall not interfere with previously scheduled activities within any school and that there shall be no cost to the Employer.

### **G)                    Professional Learning Fund**

The Employer and Union agree that, commencing July 1, 2020, the \$28,543.55 of funding provided for in the 2019-2022 Provincial Framework Agreement item 3, will be used to establish a Professional Learning Fund for all CUPE employees in the district. The Fund will be used to provide access to professional learning on non-instructional days during the school year, and to provide access to specific training as agreed upon by the parties. This Fund will support the ability of employees to provide high quality service in their position in the district.

The joint Labour Management Committee will administer the Professional Learning Fund. Any remaining funds available at the conclusion of the year, will be rolled over to the following year. The district is under no obligation to expend more than the \$28,543.55 per year provided for under the Provincial Framework Agreement.

**ARTICLE 27 SUBCONTRACTING**

No regular or regular part-time employee shall suffer loss of employment only because of subcontracting by the Employer.

**ARTICLE 28 PRESENT CONDITIONS AND BENEFITS**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed but may be modified by mutual agreement between the Employer and the Union.

**ARTICLE 29 GENERAL**

Whenever the singular or masculine is used in the agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

**ARTICLE 30 TERM OF AGREEMENT**

This agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the 1<sup>st</sup> day of July, 2019 up to and including the 30<sup>th</sup> day of June, 2022, and thereafter from year to year, unless either party of this agreement gives notice in accordance with the provisions of the Labour Relations Code of the Province of British Columbia presently in effect.

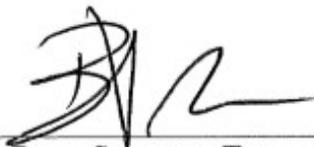
**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *12* day of *MARCH*, 2020.

**ON BEHALF OF:**

THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 58  
(NICOLA-SIMILKAMEEN)

**ON BEHALF OF:**

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 847



Barbara Ross, Secretary Treasurer  
School District No.58 (Nicola-Similkameen)



Lynda Hodgson, President  
C.U.P.E. Local 847

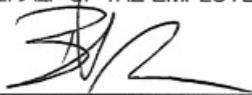
**SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)**  
**Effective July 1, 2019 to June 30, 2022**  
**WAGE SCHEDULE "A"**

Category	Position Title	May 1/19 1.75%	July 1/19 2%	July 1/20 2%	July 1/21 2%
Cat. 1	Payroll Clerk II	27.66	28.21	28.77	29.35
	Payroll Clerk	26.92	27.46	28.01	28.57
	Secretary II	27.66	28.21	28.77	29.35
	Accounts Payable Clerk	26.67	27.20	27.74	28.29
	Accounts Manager - MSS	26.67	27.20	27.74	28.29
Cat. 2	Library Technician	27.15	27.69	28.24	28.80
	Secretary I	27.15	27.69	28.24	28.80
Cat. 3	Library Assistant	25.63	26.14	26.66	27.19
	Clerk Typist	25.63	26.14	26.66	27.19
Cat. 4	Child Care Worker	27.40	27.95	28.51	29.08
	StrongStart Coordinator	27.16	27.70	28.25	28.82
	Education Assistant	26.67	27.20	27.74	28.29
	Cafeteria Worker - PSS	23.64	24.11	24.59	25.08

\*Library Technician rate includes an additional increment of \$50.00 per month paid to the Library Technician holding a degree in Library Studies.

Wage rates include pay equity adjustments. If the provincial government does not continue the pay equity funding then the wage rates will revert back to the existing wage rates subject to any negotiated increases.

SIGNED ON BEHALF OF THE EMPLOYER:



SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)

SIGNED ON BEHALF OF THE UNION:



CUPE LOCAL 847

**SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)**  
**Effective July 1, 2019 to June 30, 2022**  
**WAGE SCHEDULE "A"**

	May 1/19	July 1/19	July 1/20	July 1/21
<b>Position Title</b>	1.75%	2%	2%	2%
Maintenance Tradesperson	33.21	33.87	34.55	35.24
Computer Technician II	30.81	31.43	32.06	32.70
Bus Driver/Mechanic	32.02	32.66	33.31	33.98
Computer Technician I	27.95	28.51	29.08	29.66
Bus Driver - Douglas Lake	27.76	28.32	28.89	29.47
Bus Driver/Groundsperson	27.43	27.98	28.54	29.11
Bus Driver/Custodian	26.91	27.45	28.00	28.56
Grounds/Handyman	26.82	27.36	27.91	28.47
Custodian - Base Rate	25.64	26.15	26.67	27.20
Labourer	23.36	23.83	24.31	24.80

Note 1: Bus Drivers (excluding Douglas Lake) shall be considered to have worked 4 hours per day even though actual driving time may be less. Extra trips shall be paid for at overtime rates.

Note 2: The Bus Driver/Mechanic rate is based on 3 1/2 hours per day mechanic, 4 hours per day bus driving on school days and full-time mechanic on non-school days.

SIGNED ON BEHALF OF THE EMPLOYER:



SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)

SIGNED ON BEHALF OF THE UNION:



CUPE LOCAL 847

## SCHEDULE B

### WORK SCHEDULE

This schedule is written pursuant to Article 15(b) of the agreement and any changes in the schedule shall be determined by the Employer only after consultation with the Union.

Day Shift – ending by 6:00 p.m. – plus ½ hour unpaid off for meals

Afternoon Shift – starting at 3:00 p.m. or later – plus ½ hour unpaid off for meals

Split Shift – greater than 2 hour break in shift, including ½ hour unpaid off for meals

All 10 month positions exclude Christmas and Spring Break/Days in lieu

<b>Regular Employees</b>	<b>Up to Hours/Day</b>	<b>Months</b>	<b>Shift</b>
Payroll Clerk I, II	7.0	12	Day
Secretary I, II	7.0	10	Day
Accounts Payable Clerk	7.0	12	Day
Accounts Manager – MSS	7.0	10	Day
Library Technician	7.0	10	Day
Library Assistant	7.0	10	Day
Clerk Typist	7.0	10/12	Day
Child Care Worker	7.0	10	Day
Education Assistant	7.0	10	Day
Cafeteria Worker – PSS	7.0	10	Day
Maintenance Tradesperson	7.5	12	Day/Afternoon
Computer Technician I, II	7.5	12	Day/Afternoon
Bus Driver/Mechanic	7.5	12	Split
Bus Driver – Douglas Lake	7.5	10	Split
Bus Driver/Groundsperson	7.5	10/12	Day/Split
Bus Driver/Custodian	7.5	10/12	Split
Grounds/Handyman	7.5	10/12	All
Custodian	7.5	10/12	Afternoon
Labourer	7.5	10/12	All

**LETTER OF UNDERSTANDING #1**

BETWEEN

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 847

**RE: EXTENDED DAY WORK SCHEDULE**

**WHEREAS** the Employer has trades and maintenance employees located in both communities of Princeton and Merritt;

**AND WHEREAS** the parties recognize the inefficiency of having an employee travel from one community to the other within a seven and one-half (7 ½) hour working day;

**AND WHEREAS** the parties recognize that an extended day schedule may be utilized during the summer period for the mutual benefit of the employer and employees.

**NOW, THEREFORE**, the parties agree as follows:

1. The Employer may, after advising the Union and, upon agreement with the individual employee, create an extended day shift for that employee provided that the average hours worked over the period (not to exceed eight (8) weeks) is no more than thirty-seven and one-half (37 ½) hours per week.
2. The parties agree that the Employer may change the scheduled extended days(s) from time to time with agreement of the individual employee so long as the result complies with the general intent of the schedule. The union will be advised of any such change.
- 3.1 The overtime provisions will not apply to the regular scheduled hours extending beyond seven and one-half (7 ½) hours in any day of the schedule or to any hours exceeding the thirty-seven and one-half (37 ½) hours in any week of the schedule provided that the total hours over the period are no more than thirty seven and one-half (37 ½) hours per week.
- 3.2 Any hours worked in excess of the scheduled hours in any day shall be paid overtime pursuant to Article 15(a) and Article 16(a).
4. Any regular scheduled day that is a statutory holiday under Article 17 will be deemed to be a seven and one-half (7 ½) hour day (or the normal work day of the individual) and any extended work day scheduled for that day will be rescheduled to another day during that week.
5. In the event that a sick day (or part day) is taken on the extended day then the sick leave bank will be reduced by the total hours scheduled for that day (or the hours off on sick leave) and no time will be reduced for illness on a paid day off.
6. Other leaves required on an extended workday or a paid day off will be treated as one day leave.
7. This agreement will terminate on June 30, 2022.

8. The parties acknowledge that the Employer will agree, for the purposes of this letter only, that the employee will be allowed paid traveling time from the Princeton/Merritt work location to the Merritt/Princeton work location and return during work hours.

**Example A**

**Extended Day – Three Week Period**

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	7.5	10.0	7.5	7.5	7.5
Week 2	7.5	7.5	10.0	7.5	7.5
Week 3	7.5	10.0	7.5	7.5	Day Off

**Example B**

**Summer Hours – July & August**

Monday	Tuesday	Wednesday	Thursday	Friday
9.375	9.375	9.375	9.375	Day Off
10	10	10	7.5	Day Off

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *12* day of *MARCH*, 2020.

**ON BEHALF OF:**

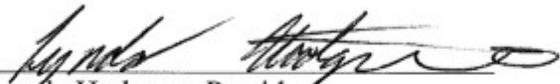
THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 58  
(NICOLA-SIMILKAMEEN)



Barbara Ross, Secretary Treasurer  
School District No.58 (Nicola-Similkameen)

**ON BEHALF OF:**

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 847



Lynda Hodgson, President  
C.U.P.E. Local 847

## LETTER OF UNDERSTANDING #2

BETWEEN

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 847

### **RE: JOB EVALUATION COMMITTEE MAINTENANCE PROCEDURES**

All newly created or revised jobs shall be referred to the Job Evaluation Committee for review and rating. The Maintenance Procedure will be used to maintain the Job Evaluation Plan in the following instances:

1. Job Evaluation Committee
  - 1.1 The parties shall appoint two (2) members to the Job Evaluation Committee.
  - 1.2 The terms of reference of the Committee shall be as set out in this Letter of Understanding.
  - 1.3 The Committee shall meet as required to carry out its tasks. Evaluations of positions under Section 2 – Evaluations and Section 3 – Appeal Procedures shall be completed as soon as possible after submission under sections 2.1.2, 2.2.1 or 3.1.1 as the case may be.
2. Evaluations
  - 2.1 Creating of a new position
    - 2.1.1 It is the responsibility of the Employer to prepare a job description whenever a new job is created.
    - 2.1.2 The job description shall be referred to the Committee which will determine the appropriate rating and advise the Employer.
    - 2.1.3 The Employer shall provide the incumbent of the new position with a copy of the job description and rating upon appointment.
    - 2.1.4 If the Committee is unable to establish a rating for a newly created job prior to posting of the position, the Employer may proceed with implementation using an interim rating.

## 2.2 Changes to existing positions

Job descriptions shall not be construed as prohibiting the Employer from requiring incumbents to perform comparable or transient duties within the area of knowledge and skills required by the job description. However, if such additional assignments become a continuing responsibility, or they become recognized as part of the job requirement and they are of sufficient importance to potentially influence the job rating, the following procedures apply:

- 2.2.1 The Employer shall complete a Request for Review Form, forwarding copies to the Committee to review as soon as possible. If the Employer does not deem it necessary to ask for a review, then the employee can request a review through the appeal procedure.
- 2.2.2 The Committee shall review and confirm or revise the evaluation ensuring the adequacy of the job description and/or application of the evaluation manual.
- 2.2.3 Copies of the Advice of Decision Form shall be forwarded to the Employer who shall discuss the result with the employee.
- 2.2.4 If either the employee, the Union or the Employer does not agree, the decision may be challenged through the appeal procedures as outlined.
- 2.2.5 When a job description and evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the Request for Review Form was completed.
- 2.2.6 Any employee under 2.2 affected by downward adjustment shall continue at their existing rate of pay including all negotiated increases so long as they remain in their specific position which received the downward adjustment.

Any downward adjustment under 2.1 shall be implemented immediately after the notification of the results of the evaluation under section 2.

## 3.

### Appeal Procedures

- 3.1 The appeal procedure may be used by incumbents or the Employer after the job description and job rating has been completed as per section 2 (Evaluations) and either party feels that the job description is inadequate or the rating for the job is incorrect.

Steps in the Appeal Procedure are as follows:

- 3.1.1 When there is a concern that the job description is inadequate or the rating is incorrect, it shall be appealed to the Committee, who may discuss the matter with the incumbent and the Employer. Such an appeal shall be referred within thirty (30) days of notification of the results of the evaluation under section 2.
- 3.1.2 If the Committee agrees to a change in the evaluation, it shall be revised and implemented accordingly.
- 3.1.3 If the Committee does not agree that a discrepancy exists, the Committee will so advise the parties.

3.1.4 If the parties involved do not accept the Committee's decision, they may pursue the matter through the arbitration process.

3.1.5 When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 2.2.5.

4. Arbitration Procedures

4.1 When agreement cannot be reached in the Committee on matters involving the accuracy of job descriptions and evaluations and/or the interpretation and application of the job evaluation rating manual, the matter shall be referred to a mutually-agreed upon mediator.

4.2 Where mediation is unsuccessful, the matter may be referred to arbitration.

4.3 The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and Employer. Should there not be agreement, the Arbitration article shall apply.

5. General Maintenance Procedures

The Committee shall:

5.1 Review and recommend revisions to the evaluation manual, forms and procedures as deemed necessary.

5.2 Every three years or otherwise, as deemed necessary, review the rating of a sampling of jobs by the Committee for the purpose of ensuring that relativity is being maintained.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *12* day of *MARCH*, 2020.

**ON BEHALF OF:**

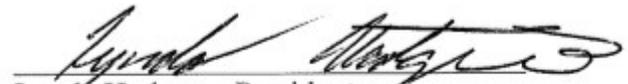
THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 58  
(NICOLA-SIMILKAMEEN)



Barbara Ross, Secretary Treasurer  
School District No.58 (Nicola-Similkameen)

**ON BEHALF OF:**

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 847



Lynda Hodgson, President  
C.U.P.E. Local 847

**LETTER OF UNDERSTANDING #3**

BETWEEN

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 847

**RE: LTD/SICK LEAVE**

1. The following employees shall be required to use the sick leave in their bank from the date of eligibility of the LTD plan (being day 121 as of the date of this letter), to a maximum of 200 working days or their banked sick leave, whichever is lesser:

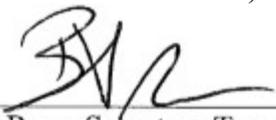
Bain, Joyce	<del>Bamford, Shaaron</del>
Clairmont, Donna	<del>Clarke, Sharon</del>
<del>Colter, Cliff</del>	<del>Dodds, Lorie</del>
Douglas, Thomas	Goetz, Dwight
Hardy, Marianne	<del>Hodgson, Lynda</del>
<del>Kynoch, Valerie</del>	Lynch, Kitty
Nast, Ellen	Pierce, Debra
Price, Lyn	Robinson, Joan
Roche, Marie-Anne	Street, Alex
<del>Ware, Gary</del>	<del>Zumino, Ed</del>

2. The employees named in this letter shall also have the option of using up to fifteen (15) days from the sick bank should they use all their banked sick leave as referred to above. This would adjust their maximum working days referred to above to 215 or their banked sick leave plus fifteen (15) days, whichever is lesser.
3. The parties agree that no one will be added to this group.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *12* day of *MARCH*, 2020.

**ON BEHALF OF:**

THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 58  
(NICOLA-SIMILKAMEEN)

  
Barbara Ross, Secretary Treasurer  
School District No.58 (Nicola-Similkameen)

**ON BEHALF OF:**

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 847

  
Lynda Hodgson, President  
C.U.P.E. Local 847

**LETTER OF UNDERSTANDING #4**  
BETWEEN  
THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 847

**RE: EDUCATION ASSISTANTS (EA)**

The parties hereby agree that:

1. The position of EA shall be added to Schedule A of the CUPE Collective Agreement, under Category 4.
2. Except for relief employees, EAs will be regular employees, subject to all provisions and entitled to all rights and benefits in the Collective Agreement except as modified by this Letter of Understanding.
3.
  - 3.1 In the event that an EAs position is eliminated or the EAs assigned hours in a regular position is reduced by five (5) hours or more per week, the Employer:
    - 3.1.1 may create a new EA position for the balance of that school year into which the employee shall be placed after consultation with the Union so long as the position is reasonable considering the geography and affected employee's qualification and experience. The position shall be of equal or greater hours at an equal or greater pay rate.
    - 3.1.2 may lay off the EA with the least seniority within the same geographical area and offer this position to the EA who is about to lose their position or hours. The Employer must guarantee the original EA equivalent hours [less the five (5) hour reduction] and pay rate. The laid off junior employee would have bumping rights.
  - 3.2 Should the student(s) to whom the EA is assigned move to another school within the district, the employee shall be given the option of moving with the student.
  - 3.3 Any affected employee shall have the option of accepting layoff for the remainder of the school year and/or be placed on the relief list if they do not wish to accept the positions offered.
  - 3.4 When an employee's position is eliminated or reduced by at least five (5) hours per week, the employee shall be given 15 days' written notice of layoff or reduction of hours. When the layoff or reduction occurs prior to the completion of the 15-day written notice, temporary work will be assigned to the employee.
  - 3.5 An EA position must be for a minimum of 17 ½ hours per week to be eligible for benefits under Article 25, Benefits.

- 3.6 An employee who is laid off shall be entitled to maintain benefits in accordance with Article 10(c), inclusive of the summer vacation.
- 3.7 At the end of that school year any position created under paragraph 3.1 and continuing into the next school year shall be posted and any employee affected by this letter, who has not already done so, shall be able to exercise their bumping rights.
- 3.8 The designated geographical areas shall be:
  - 3.8.1 the area formerly known as the Princeton School District
  - 3.8.2 the area formerly known as the Merritt School District
4. Postings after the fifteenth day of October of each school year will be filled on a temporary basis until the end of that school year. EAs who have a regular position are not eligible to post into these positions. If these postings are determined to be ongoing positions for the subsequent school year they will be posted and filled in the usual manner.
5. Layoffs
  - 5.1 Laid off EAs shall be placed on the call-out list in order of seniority.
  - 5.2 For vacant positions which exist in September, EAs shall be recalled in the order of their seniority provided they are competent and qualified to do the work.
  - 5.3 EAs shall be informed when laid off in June as to when they can report to the School Board Office to receive notice of the process for their recall.
  - 5.4 Except for Article 10(c) this Article shall not apply to the annual summer layoff of school term (nominal ten-month) employees.
6. Notwithstanding the absence of the student to whom the employee is assigned, the employee shall report for work and shall perform such duties as are assigned by the Employer where the student's absence is five (5) school days or less.
7. When the student to whom the employee is assigned is absent for more than five (5) school days, the employee shall be offered such temporary EA work if it is available in accordance with qualifications and seniority.
8. EAs shall have input into relevant courses to attend. The decision as to the courses shall be made by the School District after discussions between the District and the two EAs. The EAs on this Committee shall be chosen by the EAs.
9. EAs will be allowed to work or participate in Professional Development on one of the non-instructional days each school year, such date to be determined by the Employer in consultation with the Union.
10. This letter shall also apply to Child Care Workers.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *12* day of *MARCH*, 2020.

**ON BEHALF OF:**

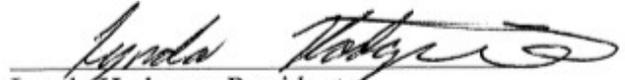
THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 58  
(NICOLA-SIMILKAMEEN)



Barbara Ross, Secretary Treasurer  
School District No.58 (Nicola-Similkameen)

**ON BEHALF OF:**

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 847



Lynda Hodgson, President  
C.U.P.E. Local 847

## LETTER OF UNDERSTANDING #5

BETWEEN

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 847

### **RE: STRONGSTART COORDINATOR**

The parties agree that the StrongStart Coordinators will be governed by the collective agreement except for the provisions varied by this LOU.

1. In recognition of the character of the StrongStart Program, similar to the recognition given to the distinct character of some other programs and positions under the collective agreement, the Union and Employer have agreed that in addition to the terms contained within Article 10(d), the following shall apply to StrongStart Coordinators:

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

2. The daily operation of the StrongStart Program does not mirror the K-12 education programs or the school day. The Union and Employer have agreed to recognize this in the application and administration of Articles 15(c) and 15(d) the hours of work provisions of the collective agreement. The parties agree to the following paragraphs:

#### Minimum Hours

*The parties agree that, having regard to the unique nature of the position of StrongStart Coordinator, the needs of the program and the requirement for flexibility in scheduling hours of work outside of the hours of operation of the StrongStart Centre, the four-hour minimum shift shall be interpreted as an average four hours work daily over the course of a four week period.*

#### Break Periods

*The parties agree that the paid rest period contemplated by Article 15(d) shall be taken during times that will not interfere with the operation of the StrongStart Centre.*

3. The Employer reserves the right to offer the StrongStart Coordinators additional professional development opportunities if required to support the attainment of programming objectives.
4. Issues arising during the term of the LOU are to be brought to the attention of the parties with a view to finding a productive resolve as soon as possible. Future extensions of this LOU will need to address cost management of the StrongStart Centres within the Ministry funding allotment.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *12* day of *MARCH*, 2020.

**ON BEHALF OF:**

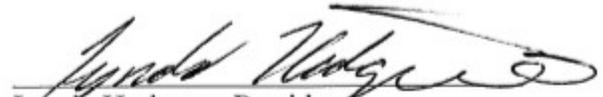
THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 58  
(NICOLA-SIMILKAMEEN)



Barbara Ross, Secretary Treasurer  
School District No.58 (Nicola-Similkameen)

**ON BEHALF OF:**

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 847



Lynda Hodgson, President  
C.U.P.E. Local 847

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 58 (NICOLA-SIMILKAMEEN)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 847**

**RE: EDUCATION ASSISTANTS ON STUDENT FIELD TRIPS**

1. When requested by the Employer to accompany a student(s) on a field trip, an Education Assistant shall be paid at straight time for all hours worked up to thirty-five (35) hours in a week or eight (8) hours in a day.
2. Time worked shall exclude hours where the Education Assistant has been relieved from duty without any supervisory responsibilities. The minimum hours worked will not be less than four (4) hours in any one day.
3. Any hours worked over thirty-five (35) hours in a week or eight (8) hours in a day shall be at time and one half (1 ½) even if worked as part of the employee's regularly scheduled shifts.
4. An employee shall be allowed to work their regularly scheduled shifts even if thirty-five (35) hours work has been reached in that week due to the field trip.
5. Overtime may be banked to be taken as time off in lieu at the mutually agreed upon time in accordance with Article 16(f).

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *12* day of *MARCH*, 2020.

**ON BEHALF OF:**

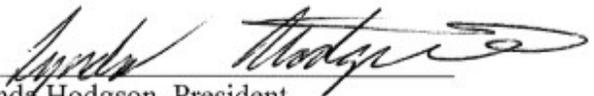
THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 58  
(NICOLA-SIMILKAMEEN)



Barbara Ross, Secretary Treasurer  
School District No.58 (Nicola-Similkameen)

**ON BEHALF OF:**

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 847



Lynda Hodgson, President  
C.U.P.E. Local 847

## APPENDIX “A” - Provincial Framework Agreement 2019

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

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

**1) Term**

July 1, 2019 to June 30, 2022.

**2) Wage Increases**

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

**3) Local Bargaining**

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

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

The \$7 million is an ongoing annual amount.

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

**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:

<b>Year</b>	<b>Amount</b>
<b>2019/2020</b>	\$1,000,000
<b>2020/2021</b>	\$3,000,000
<b>2021/2022</b>	\$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 WorkSafe BC is attached to this PFA for information purposes.

The Parties will establish a Joint Health and Safety Taskforce of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. Each Party will consider the appointment of subject matter experts in occupational health and safety, and special education.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

The work of this joint taskforce will be completed by January 1, 2020 and will include:

- Developing a joint communication to school districts and local unions on the obligation to report and investigate incidents including incidents of workplace violence.
- Reviewing and developing a Joint Health and Safety Evaluation Tool for the K-12 sector to ensure compliance with WorkSafe BC regulations.
- Identifying and developing appropriate training. This may include use of the evaluation tool, non-violent crisis intervention, ABA, incident reporting and investigations, and employee rights and responsibilities under WorkSafe BC regulations including the right to refuse unsafe work. Training implementation will fall under the mandate of the SSEC.

Utilizing the developed Health and Safety Evaluation Tool for K-12 sector, a joint evaluation shall be performed by a union member appointed by the local union and a representative appointed by the employer. This evaluation shall be on paid time (up to a maximum of three and a half (3.5) hours) and to be completed by March 31, 2021. The union agrees to cover any other costs incurred for the union member.

Copies of completed evaluations shall be provided to local presidents and employers as outlined on the evaluation tool.

The parties agree to commence the work of this taskforce upon approval of the Provincial Framework Agreement by both parties prior to the commencement of this PFA. Costs associated with this committee will be provided from existing SSEAC funds. These funds will be reimbursed with the funds provided under Section 9 Committee Funding.

## **6) Support Staff Education Committee (SSEC)**

### Structure:

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

### Mandate:

The mandate of the committee is to manage the distribution of education funds for the following:

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;
- c) Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d) Skills enhancement for support staff
- e) EA curriculum module development and delivery
- f) These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations

### Terms of Reference:

The SSEC shall develop, not later than December 31, 2019, terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Parties

### Funding:

There will be a total of \$1 million of annual funding allocated for the purposes set out above commencing July 1, 2019 for the term of this agreement.

## **7) Job Evaluation (JE) Committee**

The Parties will continue and conclude the work of the provincial job evaluation steering committee (the JE Committee) during the term of this Framework Agreement. The objectives of the JE Committee for phase two are as follows:

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

It is recognized that the work of the committee is potentially lengthy and onerous. To accomplish the objectives expeditiously the Parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) on a fulltime basis if necessary to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined below is appropriate.

The committee, together with consultant(s) if required, will develop a method to convert points into pay bands. The confirmed method must be supported by current compensation best practices.

The disbursement of available JE funds shall commence by January 2, 2020 or as mutually agreed.

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time has been disbursed. The committee will follow compensation best practices to avoid problems such as inversion

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

The parties confirm that the \$900,000 of ongoing annual funds established under the 2014-2019 Provincial Framework Agreement will be used to implement the Job Evaluation Plan. An additional \$3 million of ongoing annual funds will commence on July 1, 2021.

## **8) Provincial Labour Management Committee (PLMC)**

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. The purpose of the committee is to promote the cooperative resolution

of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

The PLMC shall not discuss specific grievances or have the power to bind either Party to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either Party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **9) Committee Funding**

There will be a total of \$100,000 of annual funding allocated for the purposes of the Support Staff Education Committee and the Provincial Labour Management Committee. There will be a one-time \$50,000 allocation for the purposes of the Joint Health and Safety Taskforce.

## **10) Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE)**

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

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

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

## **11) Early Care and Learning Plan**

In support of the Province's Early Care and Learning (EGL) Plan, the parties will pursue collaborative opportunities for the K-12 sector to support effective transitions for care and learning from the early years to kindergarten e.g. before and after school care.

## **12) Unpaid Work**

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

## **13) Employee Family Assistance Program (EFAP) services and the PEBT**

The Parties request that the PEST Board undertake a review to assess the administering of all support staff Employee Family Assistance Program (EFAP) plans.

#### **14) Demographic, Classification and Wage Information**

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

#### **15) Public Education Benefits Trust**

- a) PEFT 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 PEFT.
- 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 PEFT.

#### **16) Employee Support Grant (ESG)**

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

#### **17) Adoption of Provincial Framework Agreement (PFA)**

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties later than November 30<sup>th</sup>, 2019 (the change is initialed by Warren Williams (K-12 Presidents' Council) and Leanne Bowes, BCPSEA).

#### **18) Funding**

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

#### **19) Provincial Bargaining**

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

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

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

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

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 Lavalle (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 – Kootneys)  
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, OLRC  
Kyle Uno, SD36 Surrey  
Robert Weston, SD40 New Westminster  
Jason Reid, SD63 Saanich  
Marcy VanKoughnett, SD20 Kootenay-Columbia  
Alan Chell, BCPSEA Board of Directors  
Ken Dawson, PSEC  
Eisha Tran (Minute Taker)

## **APPENDIX “B”**

### **Letter of Agreement**

**Between:**

**British Columbia Public School Employers Association (“BCPSEA”)**

**And:**

**The CUPE 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 (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

## **APPENDIX “C”**

### **Letter of Agreement (“Letter”)**

**Between:**

**BC Public School Employers Association (“BCPSEA”)**

**And:**

**The CUPE 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: 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



## Refusing unsafe work

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

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

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

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

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

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

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

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

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

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

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

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

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

## Worker Rights and Responsibilities:

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

### Your rights

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

### Your responsibilities

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

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

## Employer Responsibilities:

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

### Your responsibilities

- Establish a valid occupational health and safety program.
- Train your employees to do their work safely and provide proper supervision.
- Provide supervisors with the necessary support and training to carry out health and safety responsibilities.
- Ensure adequate first aid equipment, supplies, and trained attendants are on site to handle injuries.

- Regularly inspect your workplace to make sure everything is working properly.
- Fix problems reported by workers.
- Transport injured workers to the nearest location for medical treatment.
- Report all injuries to WorkSafeBC that required medical attention.
- Investigate incidents where workers are injured or equipment is damaged.
- Submit the necessary forms to WorkSafeBC.

## Supervisor Responsibilities:

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

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

## Your responsibilities

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

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