

**COLLECTIVE AGREEMENT**

Between

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 78  
(FRASER-CASCADE)**

And

**THE CONSTRUCTION, MAINTENANCE  
AND  
ALLIED WORKERS BARGAINING COUNCIL  
LOCAL UNIT 2423**

July 1, 2019 to June 30, 2022



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COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)  
(Hereinafter referred to as the "Board")

AND

THE CONSTRUCTION, MAINTENANCE AND ALLIED WORKERS BARGAINING COUNCIL,  
LOCAL UNIT 2423 representing those employees  
who are affected by this agreement and  
for whom the Union has been certified.  
(Hereinafter referred to as the "Union")

WHEREAS it is the responsibility of both parties to this Agreement to promote the effective and efficient operation of this School District recognizing meanwhile the parties' responsibilities and obligations each to the other;

AND

WHEREAS both parties desire to maintain a harmonious relationship between the Board and the employees, they have provided herein for matters of mutual interest.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree each with the other as follows:

**ARTICLE 1. - DEFINITIONS**

**1.01 Casual Employee**

- (a) Casual employee shall mean an employee who:
  - (i) is employed on a day-to-day basis to temporarily augment the regular staff,  
or
  - (ii) is engaged to relieve a regular employee for a limited period, or
  - (iii) is engaged on a special project of limited duration.
- (b) A casual employee who has been employed continuously for a period of two (2) months shall become a probationary, regular or regular part-time employee.
- (c) A casual employee who has completed forty (40) working days of continuous service and has completed the qualifications to do the job, will advance to the regular rate of pay for that department (i.e.: Custodian). The Secretary-Treasurer, in

consultation with the Union, will use reasonable judgment where an unavoidable absence interrupts this continuous service.

(d) Casual work during school breaks

The Board will maintain a list of employees who have expressed an interest in casual work during school breaks. Casual school break work will be filled from this list when applicant's knowledge, skills and abilities allow. Employees will confirm their interest to be added to or retained on this list by June 1<sup>st</sup> of each year.

1.02 Probationary Employee

"Probationary" employee shall mean an employee serving a forty-five (45) working day trial period of continuous employment in a permanent position for appointment to the permanent staff as a regular employee provided that all or part of this period may be waived by mutual consent in any case where the employer has had the opportunity to observe the employee while on "casual" status in a similar position. A probationary employee shall receive a 30 day written report on his/her work progress from his/her immediate supervisor.

In the case of a transfer of a permanent employee to a like position, the probationary period will be waived.

In the case of a transfer of a permanent employee to a new position, the probationary period will be only thirty (30) days.

1.03 Regular Employee

"Regular" employee shall mean an employee who has successfully completed his or her probationary period.

1.04 Part-Time Employee

"Part-Time Regular" employee means an employee working on a regular basis less than the standard hours laid down in Article 8.

1.05 School Term Employee

"School Term Employee" means a regular employee who normally is required to work on, and receive payment for, school days only. Holiday pay is issued for the days of Spring and Christmas closures, in accordance with Article 10.01(b). Such employees may be required to work for one week after the termination of the school year and for one week prior to school opening in September; and they are deemed to be on a temporary lay-off for the unpaid period of the summer closure.

1.06 Continuous Employment

"Continuous Employment" shall mean employment as a probationary or regular employee of the Board commencing with the initial date of the qualifying period of the probationary employment and shall include all periods of temporary absence that do not result in termination.

## 1.07 Temporary Employee

Temporary employee shall mean an employee who is employed on a temporary basis to relieve a regular employee who is on an approved leave of a period of more than two (2) months (e.g. maternity leave, leave of absence or sick leave).

- (c) Temporary positions will be posted following procedure defined in Article 3 - Appointment and Transfers and the posting will include the date of expected return of the incumbent.
- (d) Regular employees who have been appointed to temporary positions will return to their former position at the end of the temporary appointment or upon the return of the incumbent.
- (e) New employees who have been appointed as a result of a temporary posting will cease employment with the Board at the end of the appointment or on the return of the incumbent and not be subject to Article 7 - Lay-off and Recall Procedures the provisions of the collective agreement.
- (f) Should the incumbent not return for any reason the job will be posted in accordance with Article 3.01 Job Postings.
- (g) For the purpose of benefit eligibility, any temporary employee, meeting the eligibility requirements of Article 13.09, hired for a confirmed six (6) month period will be eligible for the benefits of a regular employee, after completing 45 days of services. If an employee continues in a temporary position for six (6) months or greater, the employee will be eligible for benefits while employed in that position.

## **ARTICLE 2. - MANAGEMENT'S RIGHTS**

The Management of the work force and of the methods of operating is vested exclusively in the Board, except as otherwise specifically provided in this Agreement and as may be subject to grievance procedure.

## **ARTICLE 3. - APPOINTMENTS AND TRANSFERS**

### 3.01 Job Postings

When a regular position becomes vacant or a new position is created which will come within the bargaining unit, the Board shall notify the Union prior to posting of such vacancy or job, which shall be posted for a minimum of four (4) working days on all bulletin boards. Internal applicants will be considered first. This will in no way restrict the Board from making temporary appointments. If no internal applicants meet the required knowledge, skills and ability to fulfill the position, external applicants will be considered.

When the Board creates a new position and there is doubt as to whether or not it falls within the scope of the bargaining unit, the matter will be discussed with the Union. If it is agreed that the position is a Union job, postings will take place as in the foregoing paragraph. Otherwise, the Board is free to advertise in any way it chooses.

When a new position is created which falls within the scope of the bargaining unit the matter will be referred to the JEC committee (refer to procedures in the Letter of Understanding – Maintenance Plan of the Pay Equity Plan). The posting will clearly indicate that the position is subject to termination

should external funding be discontinued and that, in that event, any employee holding such a position will be subject to lay-off in accordance with Article 7.01.

The posting will include the classification and wage rate of the position, clearly define required knowledge, ability and skills, hours of work and a notation that internal applicants will be considered first. Applicants for the posted position shall be notified of the results within twenty (20) working days from the closing date of the posting. Any employee who has received a job through the Posting Procedure will not be eligible for any further posting within the same classification for a period of 120 calendar days, except by mutual agreement of the parties.

### 3.02 Conditions Governing Selection and Appointment

- (a) Applications within the department concerned (clerical, maintenance, janitorial and special education support) having the required qualifications will receive first preference and qualified applicants from other departments second preference. In making transfers and promotions, the required knowledge, ability and skills for the position shall be the primary consideration; and where two or more applicants are qualified to fill the position, seniority based on years of service with the Board shall be the determining factor.
- (b) In the event that there are no qualified applicants from within the bargaining unit interested in a vacancy, the Board may at its discretion transfer a present employee from another position after consultation with the Union and the employee. This type of transfer will only be done where necessary and provided it does not involve any loss of earnings. If the Board does not wish to transfer a present employee it may then hire a new employee.
- (c) All promotions and reclassification of regular employees shall be made on the basis of the first thirty calendar days being a trial period. If during the trial period the employee does not prove satisfactory then such an employee shall be returned to his or her former position without loss of seniority or salary.
- (d) New employees hired to fill permanent positions shall remain on a probationary basis for the first forty-five (45) working days of continuing employment (excluding the two month summer lay-off if applicable). They shall be subject to termination at any time during the period without recourse to the Grievance Procedure.
- (e) Within five (5) working days the Union shall be notified by the Board in writing of all appointments and transfers.
- (f) Sections (a) and (b) of this clause will not apply to First Nation Support workers funded by targeted funds. These positions will be filled by a selection process which may include members from within the bargaining unit and other applicants from outside the bargaining unit.

### 3.03 Union Notification

The employer agrees to notify in writing the union within 5 working days when any employee covered by this agreement is hired, promoted, demoted, transferred, laid off, recalled or is suspended or when his/her employment is terminated.

### 3.04 Work Jurisdiction

If any displacement of employees is anticipated as a result of decisions involving automation, or in general any major changes in method of operation, the Board agrees to discuss the

matter with the Union prior to implementation. Any personnel required to maintain School District buildings shall be employees of the Board and must be, or must become members of the Union.

3.05 Job Security

No regular employee shall suffer loss of employment or a reduction in hours as a result of sub-contracting by the employer or the use of volunteers.

**ARTICLE 4. - TERMINATION OF EMPLOYMENT**

4.01 Termination

Termination of an employee's employment with the Board will occur under the following conditions:

- (a) he/she is discharged for just cause,
- (b) he/she resigns or retires,
- (c) he/she has been laid off for a period of eighteen (18) months without recall,
- (d) he/she is absent from work for three (3) consecutive days without notifying his/her employer unless such notice was not reasonably possible,
- (e) he/she fails to return to work on recall from lay-off after due notice as outlined in Article 7.

4.02 Union Notification

In the case of regular employees, written notice of termination will be given by the Board to both the Union and the employee concerned. If the employee affected wishes the Board will provide the employee with a letter giving the reasons for termination.

**ARTICLE 5. - CONDITIONS OF EMPLOYMENT**

5.01 Union Security

The Board recognizes the Union as the sole and exclusive bargaining agent for all employees affected by this agreement and for whom the Union has been certified pursuant to the British Columbia Labour Relations Board Certification, dated April 28, 2005. It being understood that the following employees are excluded for the application of this agreement:

- (a) Secretary-Treasurer
- (b) Manager - Buildings, Grounds & Maintenance
- (c) Secretary to the Secretary-Treasurer
- (d) Secretary to the Superintendent of Schools

5.02 Union Membership

As a condition of continued employment, all employees except casuals, filling positions for which the Union has been certified shall become and remain members of the Union.

After the signing of this Agreement all new employees except casuals hired for positions for which the Union has been certified will from the first day of the month following thirty (30) calendar days continuous employment be deducted monthly an amount equal to the monthly Union dues, and will be required to become members of the Union at the completion of their probationary period.

5.03 Dues Check-Off

- (a) The Board agrees to deduct from the earnings of each employee in the bargaining unit, Union dues, fees and assessments legally levied, and in the amount communicated to the Board by the Union from time to time.
- (b) Probationary employees shall be liable for an amount equal to the monthly dues, but shall not be liable for fees and assessments until they become Union members.
- (c) Casuals will pay a permit fee for each day or part-day worked, subject to a maximum monthly fee equal to the monthly dues paid by a regular employee.
- (d) Initiation fees of one hundred dollars (\$100.00) will be deducted off the first full pay period once the member has accepted a permanent position and completed the forty five (45) day probationary period.

5.04 Monthly Remittance

Deductions made each month will be forwarded to the Union Secretary no later than the 15th day of the month following together with a list of employees which shall indicate the amount of deductions in each case and provide the effective dates of appointments, terminations and lay-offs, etc.

5.05 Medical Examination

- (a) New employees may be required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infections or contagious disease. New employees shall bear the cost of required examinations. The Board reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Board will bear the cost of required examinations.
- (b) Employees requesting flu shots will be immunized with the Board covering the cost.

5.06 Employee's Duties

It shall be the duty of every employee to perform his/her assignments diligently, faithfully and to the best of his/her abilities and to keep the best interests of the Board foremost in the execution of his/her assigned task.

5.07 Employee Agreement

No employee shall be required or permitted to make any written or verbal agreement with the employer or his representative which may conflict with the terms of this Collective Agreement without the approval of the bargaining agent.

**ARTICLE 6 - SENIORITY**

Effective January 1, 2012 the date of hire to a regular posted position shall be used to establish seniority. Existing employees seniority shall be grandfathered as of the seniority earned effective December 31, 2011.

- 6.01 (a) Seniority retroactive to the initial date of employment shall be established for new employees following forty five (45) days of continuous service (refer to A.1.06) in a regular posted position.
- (b) When two (2) or more employees have the same length of seniority they shall be listed by date of birth with the oldest employee first.
- 6.02 Seniority During Absence
- If an employee is absent from work due to illness, maternity, or accident, seniority shall accrue.
- 6.03 Exempt Staff Seniority
- (a) If a union employee accepts a position excluded from the bargaining unit (See Article 5.01), he/she shall retain the seniority accrued to the date of commencement in the exempt position for a period of eighteen (18) months, but shall not accumulate seniority while outside the bargaining unit.
- (b) The employee will pay union dues in accordance with the terms of this agreement during the eighteen month (18) period.
- (c) An exempt employee with seniority in the Union shall be included in the seniority list required under Article 6.05 below; and that seniority will be applicable in case of job applications under Article 3.02 and in case of lay-offs under Article 7.01.
- 6.04 Loss of Seniority
- An employee will lose his/her seniority on termination of employment as defined in Article 4.01.
- 6.05 Seniority Lists
- The Board agrees to provide the Union with a seniority list before February 28 each year, listing the names of all regular employees in order of seniority as at December 31st of the preceding year.
- 6.06 Casual Employees
- Casual employees will be considered for posted positions when they apply.

## **ARTICLE 7. - LAY-OFF AND RECALL PROCEDURES**

### **7.01 Layoff and Recall**

- (a) (i) In the event of lay-offs due to a reduction in the working force, seniority of affected employees shall be the guiding factor when the knowledge, skills and ability to fill the position are equal. When seniority prevails the employee with the least seniority shall be the first to be laid off and the last to be re-hired.

(ii) An employee reduced in hours by fifteen (15) percent or more and/or is reclassified without choice shall be given the opportunity of displacing a junior employee in a similar or other classification provided his/her knowledge, skills and ability to fill the position are equal.

- (b) No new employees will be hired until laid-off personnel on the seniority list have had an opportunity to apply for available work for which they have the required knowledge, skills and abilities.
- (c) A laid-off employee from one department may displace a more junior employee from another department provided that he/she has the required knowledge, skills and ability to carry out the duties of that other department position.
- (d) A regular employee who is about to be laid-off shall be offered a position in any department that is being filled by a probationary, casual or temporary employee, providing that the regular employee has the required knowledge, skill and abilities to fill such a position.

#### 7.02 Notice of Lay-off

Regular employees, who are to be laid off or terminated for reasons other than for cause, shall receive notice in accordance with the Employment Standards Act; but in any event, no less than sixty (60) calendar days.

The letter of notice shall contain the reason for lay-off or termination, details of recall rights, and availability of benefits and severance pay.

An employee may bump any employee in their department only with less seniority, provided the employee has the knowledge, skills and ability to perform the scope of work. If there are no positions in their department to bump, then the employee may bump employees with less seniority in another department provided they have the knowledge, skills and ability to perform that scope of work.

An employee entitled to bump in accordance with this Article shall advise the Secretary-Treasurer of his/her intentions within five (5) days of such notice.

#### 7.03 Payment on Lay-off

Whenever possible, an employee shall be entitled to receive on the day of lay-off all monies due to him/her including vacation pay.

#### 7.04 Right of Recall

- (a) When a position becomes available, the job will be posted in accordance with Article 3.01 Job Postings.

Employees on the lay-off/recall shall apply for jobs for which they have the required knowledge, ability and skill.

For employees on the lay-off/recall the Job Posting shall be in writing and will be sent by e-mail to the address supplied by the employee and followed up with a phone call if the e-mail bounces back. During the instructional breaks this will be followed up with a phone call to the employee to ensure receipt of the posting.

- (b) If an employee on lay-off recall is offered a position under Section 7.04(a) above they shall inform the Board whether or not the offer is accepted within five (5) working days of receipt of the offer. If the most senior employee declines the offer, the next most senior qualified employee shall be similarly offered the position and so on until all laid-off employees have been offered the position.
- (c) An employee who accepts a position in accordance with Section 7.04(a) above shall commence duties within ten (10) working days of acceptance or on the date on which the posting closes. The ten (10) days may be extended in extenuating circumstances by mutual agreement between the Board and the Union.
- (d) An employee's right to re-engagement under this section is forfeited:
  - (i) if the employee elects to receive severance pay under Section 7.06 below; or
  - (ii) if the employee elects to receive termination benefits under Section 13.04 below; or
  - (iii) if eighteen (18) months has elapsed from the day of lay-off or termination under this Article.
- (e) An employee on the recall list is responsible for keeping the Secretary-Treasurer notified of his/her current address and telephone number.
- (f) Upon recall an employee shall retain his/her former recall status even though the assignment may be for a specified term and/or for an amount of employment different from his/her recall status. This will permit an employee to accept casual, temporary or part-time employment without jeopardizing his/her right to recall otherwise provided for in this article.
- (g) An employee recalled pursuant to this section shall be entitled to the benefits as provided elsewhere in this agreement.

#### 7.05 Benefits

- (a) Where an employee is laid off or terminated under this Article, after completion of more than one (1) years' service (or, in the case of a school term employee, ten (10) months' service) with the Board, the Board will continue to maintain coverage, and pay its normal share of the premium, for a period of three (3) calendar months beyond the date of termination for the following benefit plans, provided that the employee makes appropriate arrangements with the Secretary-Treasurer to pay his/her share of the premiums;
  - B.C. Medical Plan
  - Extended Health Benefits
  - Dental Plan
- (b) An employee who retains rights of re-engagement under Section 7.04 above and who is not otherwise employed shall be entitled, if otherwise eligible, to continue his or her participation for a further fifteen (15) months in the benefit plans listed in 7.05 (a) above by prepayment monthly of the full cost of the premiums. If an employee falls in arrears his/her right to participation is forfeited.

#### 7.06 Severance Pay

- (a) An employee with one or more years of seniority who is laid off indefinitely under this Article, except one terminated for just cause, may elect to receive severance pay

at any time during the eighteen (18) months following the date of lay-off or termination.

- (b) Severance pay shall be calculated at the rate of five (5) percent of the annual salary for each full year of service with the Board, to a maximum of two (2) years pay. Severance pay will be based on the employee's rate of pay at the time of lay-off.
- (c) An employee who receives severance pay under this section and is subsequently rehired shall retain such severance pay. However, for the purposes of Section 7.06 (b) above only, the calculations of years of service shall commence with the date of such re-hiring.
- (d) An employee laid off or terminated under this article may elect to receive severance pay under this section or termination benefits under Section 13.04, but not both.
- (e) No ten (10) or eleven (11) month employee temporarily laid off during school closures shall be entitled to severance pay under this Article.

**7.07 Equivalent Positions Geographical Areas**

For the purpose of this Article:

- (a) Ten (10), eleven (11) and twelve (12) month positions are deemed to be equivalent; and
- (b) The three geographical areas are:
  - (i) Boston Bar
  - (ii) Yale, Hope and Silver Creek
  - (iii) Agassiz-Harrison.
- (c) Regular employees who are laid off and are called in for work in their classification shall be paid the rate for that classification. Where they accept work in a different classification they shall be paid the rate as specified.

**ARTICLE 8.-HOURS OF WORK**

**8.01 Part-time Schedules**

Part-time schedules may be established where necessary but no split shifts, with the exception of school crossing guards/supervision assistants and bus drivers, will be scheduled. All hours of work will be scheduled within a day, afternoon or night shift as defined in this Article.

**8.02 Day Shift**

Day Shift: Any seven (7) hours, excluding meal breaks between the hours of 7:00 a.m. and 7:00 p.m. In the case of Maintenance, Custodial, and the Transportation Department employees, eight (8) consecutive hours will apply.

**8.03 Afternoon Shift**

Afternoon Shift: Any eight (8) consecutive hours (including one-half hour meal break) between the hours of 3:00 p.m. and 11:00 p.m.

8.04 Night Shift

(a) Night Shift: Seven and one-half (7 1/2) hours (including one-half hour meal break) between the hours of 8:00 p.m. and 7:00 a.m.

(b) Second Shift

Where the major portion of an employee's shift, other than bus drivers, occurs after fifteen hundred (1500) hours, employees shall be paid a shift differential of 2.25% per hour for the entire shift worked.

8.05 Notice of Hours of Work

Notice of work schedules shall not be changed except upon 24 hours written notice. If 24 hours-notice is not given all time worked outside the hours of schedule will be paid at the appropriate overtime rate.

8.06 Call Back

A call-back results when an employee has completed his/her regular day's work and is called back to work. In such instances the employee shall be paid a minimum of two (2) hours pay at the applicable overtime rate. If an employee is requested to extend his or her shift prior to the end of their regular day's work such a request shall not constitute a call back.

8.07 Rest Periods

Full time employees shall be allowed two fifteen minute rest periods in each working day (one in each half of the work shift). Employees working less than full time shall receive one fifteen minute rest period for each four hours worked per day.

8.08 Reporting to Work

If an employee reports for work and no work is available (i.e. due to power failure) such employee shall be paid a minimum of two (2) hours; in the event an employee commences work (and power fails) then is required to terminate a day's work, a minimum of four (4) hours shall be paid.

8.09 Overtime

Authorized overtime shall be paid in accordance with the following provisions:

(a) All hours worked in excess of the normal work day of seven (7) hours per day for clerical employees and eight (8) hours per day for custodial and maintenance employees shall be paid at the rate of time and one-half (1 1/2 T) for the first two (2) hours and thereafter double (2T) the employee's regular rate of pay.

The employer shall make every effort to offer hours worked in excess of the normal work day to a regular employee. The employer shall first offer overtime to the most senior employee who normally performs that work within that school. If the most senior employee should decline the offer, the next most senior employee shall be similarly offered the overtime.

- (b) All hours worked outside the employee's hours of work schedule and qualifying for overtime in accordance with the provisions of Article 8.05 shall be paid at the rate of time and one-half (1 1/2T) for the first two (2) hours and thereafter double (2T) the employee's regular hourly rate of pay.
- (c) Work performed on an employee's first day of rest (normally Saturday) shall be at double (2T) the employee's regular hourly rate of pay.
- (d) Work performed on an employee's second day of rest (normally Sunday) will be compensated at double (2T) the employee's regular hourly rate of pay.
- (e) Work performed on Statutory Holidays shall be compensated at double (2T) the employee's regular hourly rate of pay except that where statutory holidays are observed on alternate days, employees whose schedule requires them to work both the statutory holiday and the day observed as such shall be compensated at their regular hourly rate of pay on the statutory and at double (2T) their regular hourly rate of pay on the alternate day observed as such.
- (e) Except as provided in (b), (c) and (d) above, employees working less than a seven (7) hour day for clerical employees and less than an eight (8) hour day for other than clerical employees, shall not be entitled to the overtime provisions of the Article until they have worked seven (7) or eight (8) hours in a day respectively.

#### 8.10 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee and the Employer. Time off in lieu of overtime not taken during the year shall be paid out at the appropriate rate on final payroll in each calendar year.

#### 8.11 Hours of Work Bus Drivers

The hours of work of the regular full-time bus driver employees shall be eight (8) hours per day, Monday through Friday. There shall be a guaranteed minimum of four (4) hours pay per day which shall be designated by the Employer and shall be divided into two (2) hours pay for the regular morning shift, and two (2) hours pay for the regular afternoon shift. In addition, there shall be a guaranteed minimum of two and one half (2 1/2) hours pay per week designated by the Employer for bus cleaning purposes. This clause will not result in inequitable distribution of work for the bus drivers. Extra cleaning time may be allotted on the administration day at year-end, if required by the supervisor and approved by the Secretary-Treasurer.

For the purposes of calculating provisions requiring a daily equivalent, such as sick leave entitlements and all general holidays, the guaranteed daily equivalent shall be deemed to be four and one half (4 1/2) hours pay per day. Vacation pay shall be paid in accordance with Article 10.

#### 8.12 Extra Shifts - Bus Drivers

- i) Any extra shift, where more than one-half (1/2) hour break exists between the regular shift and the extra shift or between two (2) extra shifts, shall be paid at a minimum of 2 hours. Any extra shift where one-half (1/2) hour or less break exists between two (2) extra shifts, shall be paid as continuous time based on the two (2) hour minimum.

Where there is one-half (1/2) hour or less break between a regular shift and an extra shift, the total time worked shall be considered an extension of the regular shift and paid as continuous time.

Where an extra shift replaces a regular morning or afternoon shift, the bus driver shall be paid actual hours worked for that shift provided a guaranteed minimum two (2) hours pay is maintained.

Where an extra shift replaces both the morning and afternoon regular shifts, the bus driver shall be paid actual hours worked provided a guaranteed minimum four (4) hours pay for the day is maintained.

- ii) All time worked, inclusive of waiting time, in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half (1 1/2) times the regular rate.
- iii) A four (4) hour minimum guarantee shall be paid for Saturday and Sunday trips.
- iv) Saturday and Sunday shifts shall be paid at straight time for eight (8) hours per day and one and one-half (1 1/2) times the regular rate for any time thereafter.
- v) Waiting time, where required, shall be paid at the appropriate rate but shall not include lay-over's such as hotels or residences.
- vi) Regular bus drivers shall be given first priority to accept any extra shifts.
- vii) Meal allowance will be in accordance with the current Board policy.
- viii) Accommodation: The Employer shall pay the cost of accommodation and will be responsible for making appropriate reservations.

#### 8.13 Professional Development Days

Employees required by the Secretary-Treasurer to attend Professional Development shall be paid for the time in attendance at their regular hourly rate of pay. All other employees (except for Noon-hour supervisors, crossing guards and lunch program employees) will be paid for their normally scheduled hours on Pro-D days. Employees can work those normally scheduled hours by working at the school or attending a Pro-D session of their choice.

### ARTICLE 9 - REMUNERATION

#### 9.01 Wages and Salaries:

All employees shall be paid every second Friday. All payments will be made by direct deposit to each employee's bank account. A statement will be provided each pay day detailing the gross pay and deductions there from: For the purpose of calculating bi-weekly remuneration:

- (a) Eight (8) hours per day shall be computed at 80 hours multiplied by the hourly rate.
- (b) Seven and one-half (7 1/2) hours per day shall be computed at 75 hours multiplied by the hourly rate.
- (c) Seven (7) hours per day shall be computed at 70 hours multiplied by the hourly rate.

9.02 Regular Rates of Pay

Regular rates of pay for categories covered by this Agreement shall be as provided for in Schedule "A" Wages and Salaries, which follows and forms part of this Agreement. This Schedule shall not bind the Board to create or fill any of the classifications set out therein. Incremental periods when applicable will date from the initial date of continuous employment.

9.03 Rate of Pay for Unqualified Special Education Assistants

There is a recognition that on occasion there may be a shortage of skilled, qualified Special Education Assistants and that personnel are still required to ensure the health and safety of special education students.

In such instances, the District may hire unqualified staff to fill in on a casual basis. The Board encourages unqualified staff to work toward qualifications in a timely manner if the person wishes to work as a Special Education Assistant.

- a) The following will lay out how such personnel will be deployed:
- Only in the event when qualified staff is not available will unqualified Special Education Assistants be employed.
  - Unqualified Special Education Assistants will not be eligible to fill regular posted positions.
  - Unqualified Special Education Assistants will not convert to regular status by virtue of time worked: (Article 1.01(b) does not apply to unqualified Special Education Assistants).
- b) The two (2) pay categories for unqualified Special Education Assistants are:
- Unqualified Special Education Assistants not working toward certification: **Currently \$20.03/ hour**
  - Unqualified Special Education Assistant working toward certification: **Currently \$22.28/hour**

In order to be considered to be "working toward certification", the employee must show proof of registration in a program approved by the Board. In addition, the onus is on the employee to provide proof of completion of courses on a regular basis and updates every four months (September 1, January 1, and May 1) as to status in order to maintain their category placement as "working toward certification". Documentation will either be transcripts of course completion or a letter stating completion date of next course.

If no documentation is received every four months, the rate will revert to the lesser rate until further documentation is received. Retro-pay will not be paid in the event that documentation is late.

Staff will be given three years to complete the program, at their own expense. In certain circumstances, by mutual agreement of the Secretary-Treasurer and the union, extensions may be granted upon receipt by the Secretary-Treasurer, of a written explanation for the reason and the time required.

At the end of three years, should an employee not be qualified, they will revert to the status of Unqualified and not working toward certification until they become fully certified.

9.04 Wages/Signing of Agreement

- (a) No employee shall suffer a loss of wages because of the signing of this Agreement.
- (b) The implementation of negotiated increases shall be paid no later than the third pay period from the date of ratification, unless an extension is otherwise mutually agreed upon.

9.05 Assignment to Substitute

- (a) If an employee is assigned to substitute on a job, or to perform the duties of a position in a higher classification, he or she shall receive the rate of pay for the higher classification during the period of such assignment.
- (b) Where the General Foreman is away from work a designated employee in the maintenance department shall receive his/her wage effective from the first day of each absence. This shall apply in both geographic regions.

9.06 Overtime Meal Allowance

Unless the Employer has given at least 24 hours notice of the need to work overtime, or unless the Employer has made time available for the employee to obtain a meal during the overtime period, an employee required to work more than two (2) hours overtime in any day shall be paid a meal allowance in accordance with the current Board policy

9.07 Employee Expenses

Employees who incur expenses with prior approval in carrying out their authorized duties will be reimbursed for expenses in accordance with Board policy.

**ARTICLE 10. - ANNUAL VACATIONS**

10.01 Annual Vacation with Pay

Employees covered by this agreement shall receive an annual vacation on the following basis:

- (a) For the purpose of this section, calendar year shall be the period January 1 to December 31
- (b) Regular employees will receive vacation with pay in accordance with the following schedule:

Calendar Years of Service as at December 31 of	Working Days Vacation with Pay (Based on a 5 day work week)	Working Days Vacation with Pay (Based on a 4 day work week) * (4 days/5 days = 0.8)
Less than one (1) year	One (1) day for each month of service - Maximum 10 days	0.8 day for each month of service - Maximum of 8 days
One (1) year	10 days (4%)	8 days (4%)
Two (2) to Five (5)	15 days (6%)	12 days (6%)
Six (6) to Twelve (12)	20 days (8%)	16 days (8%)
Thirteen (13) to Twenty-three (23)	25 days (10%)	20 days (10%)
Twenty-four (24) to Twenty-eight (28)	30 days (12%)	24 days (12%)
Twenty-nine (29) years or more	35 days (14%)	28 days (14%)

- (c) All employees leaving the service of the Board shall receive vacation pay at the appropriate percentage of their gross earnings for the calendar year in which they leave the service of the Board, applicable to their years of continuous service, less any vacation pay received under Section 7.03.
- (d) All casual employees shall receive vacation pay on the basis of 4% of their gross earnings.
- (e) All employees will receive two (2) days vacation per year in addition to those outlined in Section (a). One day will be added to the vacation bank on January 1<sup>st</sup> and the second day will be added on July 1<sup>st</sup>. Upon written request to the Secretary-Treasurer the two (2) days of flexible vacation time will be granted to an employee to use as the employee sees fit. An employee may choose to use the two (2) flexible vacation days for the purposes of extending his/her regularly scheduled vacation.
- (f) School term employees shall receive vacation in accordance with Section (b) with payment made for Spring Break (last pay) and the balance on the last pay in December. Payment in December shall be calculated by using the number of days rather than percentage of salary. Such employees may be required to work for one week after the termination of the school year and for one week prior to school opening in September; and they are deemed to be on a temporary lay-off for the unpaid period of the summer school closure.

#### 10.02 Accumulation of Vacation

Vacation time shall not be accumulative from year to year, except in special circumstances with the prior approval of the Secretary-Treasurer.

#### 10.03 Time of Year

Whenever possible the Board shall permit regular employees to take their annual vacation during the period of the school summer holiday. Full-time employees shall be entitled to take their holidays either in one unbroken portion or segments of five (5) consecutive days. The latter shall be subject to Secretary-Treasurers' approval.

#### 10.04 Application for Vacation

On an annual basis employees shall make application for vacation to their Supervisor and require the approval by the Secretary-Treasurer. The application must be submitted in writing at least one month before the vacation is to take place. In the event of transfer to another position the employee's vacation period will be subject to review.

#### 10.05 Incapacitated While on Vacation

Where an employee commences vacation and becomes incapacitated through illness or injury, the period of illness or injury will be charged as paid sick leave rather than vacation provided that:

- (a) the period of incapacity persists for at least three (3) normal working days and;
- (b) proof of incapacity is provided.

## ARTICLE 11 - GENERAL HOLIDAYS

### 11.01 Qualifications

- (a) (i) Each employee who has received remuneration for at least fifteen (15) days in the thirty (30) day period immediately prior to the General Holiday, shall receive at the time of the General Holiday one (1) days pay at the employee's regular rate as holiday pay for each of the following holidays or days observed in lieu thereof:

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

and any other General Holiday proclaimed by the Provincial or Federal Governments.

- (ii) Where a 10 month employee works the four (4) or more working days prior to Labour Day they shall receive payment for the General Holiday.
- (iii) Where a 10 month employee has received remuneration for at least fifteen (15) of the thirty (30) possible school days immediately prior to the General Holiday, they shall receive payment for Good Friday and Easter Monday.
- (b) Holidays on Regular School Days: Should the schools be required to be in session on any General Holiday, employees required to work on such a holiday will be granted an alternate day off in lieu of the General Holiday worked. The alternate day off will be taken at a mutually acceptable time, but not later than the conclusion of the employee's next annual vacation.

### 11.02 Day off in Lieu

When any of the above holidays falls on a normal day of rest, the parties may agree to an alternate day in lieu. If an alternate day is not declared employees shall receive a day off in lieu of the holiday at their regular rate of pay, such day to be determined by mutual agreement between employee and his supervisor but not later than the conclusion of the employee's next annual vacation.

### 11.03 Unauthorized Absence

In the case of unauthorized absence on the last regular scheduled shift before a general holiday or the first regular scheduled shift after a general holiday, entitlement to the provisions of the Article will be forfeited.

## ARTICLE 12. - LEAVE OF ABSENCE

### 12.01 Union Business

- (a) Negotiations - One (1) employee from each department not exceeding four (4) in total,

being members of the bargaining committee of the Union shall be granted leave with pay where it is mutually agreed to carry on negotiations with the Employer during an employee's regular working hours. Grievance Proceedings - The shop steward and employee(s) concerned shall be allowed leave of absence with pay for the purpose of discussions in accordance with the grievance procedure. For discussions at Stage 3 up to three (3) local representatives of the Union shall be granted leave of absence with pay where meetings are required to be held with the Employer during regular working hours. Where Union business representatives attend such meetings paid leaves are reduced accordingly.

- (b) Union Conventions and Seminars - Upon written request from the Union the Board will grant leave of absence for attendance at conventions and/or seminars to not more than two (2) employees at any one time. It being understood that the Board will bill the Union for the cost of wages of such employee(s), and that the total absence allowed for this purpose shall not exceed twenty (20) man days in any one year.
- (c) General - The Board recognizes the Incumbent President of the Union or his/her appointee as the Senior Shop Steward and spokesperson for the Union with the Board on Union-Management matters. Reasonable time for the discussion of Union-Management matters will be allowed by the Board.
- (d) Any absence under this Article shall be subject to advance notification and approval by the Secretary-Treasurer, wherever possible. Such approval shall not be unreasonably denied.

#### 12.02 Health

Sick leave will only be granted because of illness or medical reasons other than maternity. Employees are to notify their supervisor as soon as possible if they are absent from duty because of illness or medical reasons and must give reasonable notice of their anticipated return to work.

An employee may be required to provide a medical certificate to establish the reasons for his absence or to verify his or her fitness to undertake normal duties.

Sick leave with pay will be granted up to the limit of the employee's unused sick leave accumulation.

Notwithstanding the foregoing sections, the employer may grant further periods of sick leave in special circumstances for employees with five (5) or more years service. Such periods shall not normally exceed eighteen (18) working days and shall be recovered by the employer as the employee earns additional credits and, moreover, if not repaid, shall be deducted from wages if or when the employee loses status as an employee for any reason.

#### 12.03 Maternity/Parental/Adoption leave

- (a) Maternity/Parental/Adoption Leave without pay shall be granted in accordance with the Employment Standards Act.
- (b) Health and welfare benefits shall be continued provided the employees pay their share of the premiums. Vacation pay shall be pro-rated in accordance with the percentages provided all regular employees in Article 10.01 (b). Sick leave shall be pro-rated in accordance with hours worked as provided to all regular employees in Article 13.04 (a) and Article 13.09.

12.04 Bereavement Leave

- (a) Regular and Probationary employees shall be granted up to four (4) days with pay in the event of a death in their family, (parent, parent-in-law, grandparent, grandparent-in-law, grandchild, spouse, ward, sibling, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt and uncle, or common-law spouse) to attend the funeral, and/or attend to the deceased affairs.
- (b) In special circumstances (e.g. unusual length of travel time) the Secretary Treasurer may grant up to two (2) additional days.
- (c) Up to one (1) day will be granted without loss of pay to attend a funeral as pall bearer or mourner at the funeral of a relative other than immediate family or of a close friend provided such employee notifies his/her supervisor or the Department Head in advance.

12.05 Compassionate Leave

Regular and Probationary employees shall be granted up to three (3) days compassionate leave in the event of a serious illness or other traumatic occurrence affecting the immediate family (e.g. father, mother, husband, wife, child, legal guardian and common-law spouse). Serious illness in the family shall be defined as an illness which a physician considers sufficient to require the employee's absence from work.

12.06 Family Illness

In case of illness when no one at home other than the Employee can provide for the needs of an immediate member of his/her family, the employee shall be entitled, after notifying his/her supervisor, to use his/her accumulated sick leave a maximum of three (3) days per year for this purpose. Leave provided under this clause is not also available under clause 12.05.

12.07 Court Appearances

- (a) If an employee is subpoenaed to appear in court as a witness or for jury duty, leave of absence with pay will be granted.
- (b) The employee will receive the regular rate of pay for the leave of absence.
- (c) All monies received for service as a subpoenaed witness or for jury duty shall be turned over to the Board.
- (d) Employees must present proof of service and the amount of pay received.
- (e) Leave will be granted where an employee personally initiates court actions not related to his/her position. In such cases unpaid leave may be granted instead of paid leave.

12.08 Other

The Board may grant leave of absence without pay to any employee requesting such leave for good and sufficient cause. Such request shall not be unreasonably denied. The Board shall notify the applicant of its decision and in the event the Board denies the request, the Board shall notify the applicant of the reason for its decision within five (5) working days. If

leave is granted, depending on the years of service with the District, the Applicant shall not exceed the following:

Two (2) years or less	up to one (1) month
Two (2) years to five (5)	up to six (6) months
Five (5) years plus	up to one (1) year

An employee on leave may choose to continue his or her participation in benefit plans during the period of leave, by making appropriate arrangements with the Secretary-Treasurer provided that the following conditions are met:

- (a) The contract with the carrier will allow coverage while on leave of absence.
- (b) That the employee prepays monthly, the full cost of premiums.

#### 12.09 Workshops/Seminars

Approval may be granted for employees to attend workshops, seminars, etc. relating to the employee's duties, which appear to be of benefit to the employee and the School District. Lost work time will be paid at the normal pay rates and expenses paid in accordance with Board policy. Applications are to be forwarded to the Secretary-Treasurer, through the immediate supervisor.

### **ARTICLE 13. - EMPLOYEE BENEFITS**

#### 13.01 Medical Plan

- (a) Regular employees and eligible members of their immediate family may be enrolled in the Medical Services Plan of B.C. Premiums will be borne entirely by the Board, with the exception of eye care, which is borne solely by the employee.
- (b) An extended health benefit plan is to be maintained, to include the eyeglasses and hearing aid option. Premiums will be borne entirely by the Board.

#### 13.02 Pension and Retirement

- (a) All regular employees who have completed their probationary period shall be required to participate in the Municipal Plan.
- (b) (Deleted as Pension (Municipal) Act has been repealed.)
- (c) An employee currently participating in the MPP will also participate for any additional hours worked (e.g. an SEA who adds work as a Noon Supervisor) which would not otherwise qualify to participate in the MPP.

#### 13.03 Group Life Insurance

The Board will arrange for a group life insurance plan, which offers coverage for Support Staff employees. All regular employees will participate in the life insurance plan. The life insurance plan structure will not be changed without mutual agreement of the parties. The premium will be shared 70/30 by the Board and the employee respectively.

13.04 Sick Leave with Pay

- (a) Subject to Section 12.02 of this agreement, all regular employees shall be entitled to sick leave accumulation at the rate of one and one-half (1 1/2) days for every calendar month of service during which pay was earned retroactive to the initial month of the qualifying period of probationary employment. Sick leave with pay will be deducted from the employee's sick leave accumulation. An employee shall be entitled to accrue all unused sick leave to a maximum of two hundred and twenty-five (225) days for his/her future benefit.

A new employee may be advanced up to ten (10) days of sick leave during his/her first twelve (12) months of service provided that:

- (i) No more than eighteen (18) days of paid sick leave are taken in the first twelve (12) months, and
  - (ii) The pay for any sick leave days over entitlement is refunded at the end of the twelve (12) months.
- (b) The Board shall include on the employee's payroll statement once every three (3) months, a current status of accumulated sick leave.
  - (c) Employees with accumulated sick leave at time of signing of the agreement will retain such credit and further credit will be accrued as set out above.
  - (d) Employees with accumulated sick leave to their credit shall transfer or cause to be transferred to the Board, any time loss compensation payable to them by the Workers' Compensation Board. And upon so doing will receive full pay up to the value of the accumulated sick leave pay entitlement. In such cases there will be a deduction from their accumulated sick leave of the percentage of which the Workers' Compensation Board does not recompense the Board. If there is no credit of sick leave, employees will retain their Workers' Compensation Board cheques.
  - (e) Sick leave credits will not be accrued if an employee is on leave of absence without pay as outlined above for a period equal to one complete calendar month.
  - (f) Any savings that occur from the Employment Insurance Premiums, due to employee benefits, will be applied to the employer's share of the cost of the employee benefits.
  - (g) (i) Any employee having sick leave to his/her credit at the time of termination of employment or retirement shall receive a salary grant equal to one-half (1/2) of such credit in accordance with the following schedule:

Years of Continuous Service	Maximum Sick Days	Amount of Grant
5 years (60 months)	90 days	45 days
6 years	108 days	54 days
7 years	126 days	63 days
8 years	144 days	72 days
9 years	162 days	81 days
10 years	180 days	90 days

- (ii) Any employee having sick leave to his/her credit at the time of termination of employment or retirement shall receive a salary grant equal to one-half (1/2) of such credit in accordance with the following schedule:

Years of Continuous Service	Maximum Sick Days	Amount of Grant
5 years (50 months)	75 days	37.5 days
6 years	90 days	45.0 days
7 years	105 days	52.5 days
8 years	120 days	60.0 days
9 years	135 days	67.5 days
10 years	150 days	75.0 days

The amount of the grant shall be based upon the current rate of pay at the time of termination of employment. In the event of death any such entitlement will be paid to the beneficiary of the deceased.

- (h) In this section one day means a day measured in the number of hours normally worked. Thus, an employee working four (4) hours a day accumulates one and one-half four (4) hour days a month [i.e. six (6) hours]. If an employee's regular hours of work change his/her accumulated sick leave is recalculated by dividing the number of hours accumulated by the number of hours per day worked in the new position. For example, if an employee regularly works four (4) hours per day for a year, he/she will have accumulated eighteen (18) days each of four hours duration (i.e.  $18 \times 4 = 72$  hours). If he/she changes to an eight (8) hour a day position, his/her number of accumulated days changes to nine (i.e.  $72 \text{ hours} \div 8 = 9$ ).

#### 13.05 Dental Plan

Regular employees and their spouses and eligible members of their families may be enrolled in the group dental plan. Premiums are to be borne 70/30 by the Board and the employee respectively.

#### 13.06 Clothing Allowance

All regular employees will receive a \$105.00 per year clothing allowance, payable at the start of each year except employees mandated by the Workers' Compensation Board to wear safety boots or Bus Drivers.

A new employee starting during the year will have this allowance pro-rated.

If employment is terminated for any reason during the year, the pro-rated portion will be deducted from the employee's final pay cheque.

In addition, maintenance employees will continue to be supplied with coveralls.

Those employees mandated by the Workers' Compensation Board to wear safety boots shall have the option to receive; upon permanent hire one (1) pair of safety footwear and have them replaced as required to a maximum of one (1) pair per year (maximum cost \$200.00); or be paid the \$105.00 per year as noted above, but not both. Part-time employees will have the boots replaced on a prorated basis, i.e. a half (1/2) time employee will have his/her boots replaced to a maximum of one (1) pair per two (2) years.

Bus drivers shall be required, as a condition of employment, to wear uniforms as provided by the Employer, at the Employer's cost, while performing bus driver duties and shall be extended provision for cleaning. The Employer shall provide bus drivers with a new uniform every two (2) years. The uniform shall consist of four (4) pair of pants, four (4) shirts, and one (1) jacket. One (1) winter jacket will be provided as required but not more than every three (3) years.

13.07 Long Term Disability

- (a) The employer agrees to provide a payroll deduction for an employee paid Long Term Disability Plan. The plan will be compulsory for all regular employees.
- (b) When an employee has depleted all sick leave or has completed the waiting period and been approved for payment under the Long Term Disability Plan, he/she shall be covered by benefits in the following manner:
  - (i) The Board will continue to maintain coverage, and pay its normal share of premiums, for a period of three (3) months provided that the employee makes arrangements with the Secretary-Treasurer to pay his/her share of premiums.
  - (ii) Following the above three (3) month period an employee may choose to continue his/her participation in benefit plans, by making appropriate arrangements with the Secretary-Treasurer to prepay monthly, the full cost of premiums.

13.08 Employee and Family Assistance Program

Regular employees shall be covered under an Employer funded employee and family assistance program.

13.09 Benefit Entitlement - Part-time Employee

Regular employees working less than full-time shall be entitled to vacation pay, general holiday pay, superannuation, and paid sick-leave proportionate to their regularly scheduled hours actually worked.

The other benefits provided under this Article shall be available to regular part-time employees working fifteen (15) hours per week or more. Employees who have benefit coverage at date of ratification will continue to be covered if their hours are reduced by the Board below fifteen (15) hours per week.

**ARTICLE 14. - GENERAL PROVISIONS**

14.01 Travel

- (a) An employee who is requested by the Employer to use his/her vehicle for School Board purposes and consents to such use will be reimbursed at the current rate established in Board Policy. All mileage must be certified by the employee's immediate superior, on the form provided.
- (b) Employees required by the Board to use their vehicle for approved Board business in excess of ICBC requirements per year, and not otherwise covered by the Board, shall be reimbursed the difference in insurance costs from Class 2 (to and from

work) to Class 7 (business use) to a maximum of seventy-five (75) dollars upon submission of proof of coverage.

- (c) Employees shall not be expected to use their cars for the purpose of transporting School District materials or equipment unless it is or has been a part of the normal work requirement.

#### 14.02 Hand Tools

The Board agrees that only trades people may be required to supply hand tools. Such tools and tool box may be stored on school property in a place approved by the supervisor provided a list of such tools is supplied if requested.

The Board further agrees to recompense such tradesperson for any loss due to breakage, fire or theft while being used on behalf of the Board while in approved storage on Board property and provided that replacement for loss due to breakage shall be subject to approval of the supervisor concerned.

#### 14.03 Bulletin Board

The Board shall make available Bulletin Boards at all places of employment for the posting of Job Vacancies and Union Notices.

#### 14.04 Picketing

Should picket lines be established affecting any premises of the Board, it is agreed that members of the Union will not be requested or expected to cross such lines except to perform duties necessary to ensure the security of property and safety of the pupils. Failure or refusal of a member to cross such lines, except for the exceptions cited above, will not constitute grounds for disciplinary or discriminatory action by the Board.

#### 14.05 New Construction

When the Board builds new schools and new additions to schools with its own forces, workers so employed shall be paid in accordance with the appropriate building trades agreement. Such workers will be subject to payment of dues and fees established by Local Union 2423.

### **ARTICLE 15 - GRIEVANCE PROCEDURE**

#### 15.01 Difference

Any difference arising between the parties as to the interpretation, application, operation or alleged violation of the agreement, including any difference arising over the disciplining or dismissal of an employee, and including the question as to whether a matter is arbitral shall be finally and conclusively resolved without stoppage of work in the following manner:

#### 15.02 Stages

Stage 1: The Shop Steward, with the employee, shall first discuss the matter with the departmental head within five (5) working days of the alleged grievance first arising. If the matter is not resolved within five (5) working days, then:

Stage 2: Within three (3) working days the matter shall be submitted in writing to, and discussed with, the Secretary-Treasurer. Should the matter not be resolved at this stage within five (5) working days, then:

Stage 3: The matter shall be discussed within five (5) working days between a grievance committee of the Board consisting of at least three (3) representatives of the Board, including at least one (1) trustee, and a grievance committee of the Union consisting of at least three (3) representatives of the Union. Should the matter not be resolved within ten (10) working days, then:

Stage 4: The matter shall be referred to an Arbitrator within twenty (20) working days of decision at Stage 3. Both parties will attempt to come to agreement on selecting the Arbitrator. In the event the parties are unable to agree on the selection of an Arbitrator within five (5) days, the Minister of Labour of the Province of British Columbia shall be asked to appoint an Arbitrator.

The Arbitrator's decision shall be final and binding upon the Board, the Union and employee(s) concerned. Each party shall pay one-half (1/2) of the expenses of the Arbitrator.

Stage 5: Should the Arbitrator find that an employee has been disciplined or dismissed for other than cause, the Arbitrator may direct the Board to reinstate the employee and pay the employee a sum equal to the wages or salary lost by such disciplining or discharge, or such lesser sum as in the opinion of the Arbitrator is fair and reasonable. Provided always that any order the Arbitrator may make is made with due regard to the terms of the Agreement, and that any order relating to the lost wages shall be less any wages or salary earned by an employee during a period of discipline or dismissal.

Mutual Consent: Wherever a stipulated time limit is mentioned in this Article the said time limit may be extended by mutual consent of both parties.

#### 15.03 Discipline of Employee

An employee may be dismissed or disciplined for just cause. Where a supervisor intends to interview an employee for Disciplinary Purposes, the supervisor shall notify the Steward or his/her designate in advance, who shall be present at the interview. Such interviews shall be conducted during paid time for the employee. All disciplinary letters will come only from the Secretary-Treasurer.

Employees are entitled to receive a written report of all accusations or complaints pertaining to their employment, or behaviour when such accusations or complaints result in disciplinary action, or have to be used as evidence at any subsequent time.

#### 15.04 Personnel File

Employees shall have the right to access and review their personnel file. After receiving a request from an employee to view his/her personnel file, the Secretary-Treasurer shall grant access to that employee's file at a mutually acceptable time. An appropriate Employer official shall be present when an employee reviews his/her file, and the employee may be accompanied by an individual or Union representative of his/her choosing. The employee shall have the right to respond, in writing, to any document contained therein; such reply to become part of their permanent record.

## **ARTICLE 16. - TECHNOLOGICAL CHANGE**

### **16.01 Definition**

For the purposes of this Agreement, the term "Technological Change" means:

- (a) the introduction by an employer into his/her work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business, or
- (b) a change in the manner, method or procedure in which the employer carries on his/her work, undertaking or business that is related to the introduction of that equipment or material,

but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

### **16.02 Process of Introduction**

The process to be followed where the Board intends to introduce technological change which affects the terms and conditions or security of employment of a significant number of members of the Union shall be:

#### **(a) Notice and Discussion**

When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Union in writing. Such notice shall be given at least ninety (90) days before the date on which the Board proposes to introduce the technological change. Once such notice is given, the Board agrees to discuss the matter with the Union.

#### **(b) Information to be provided.**

The notice of intent to introduce a technological change shall contain:

- (i) the nature of the change;
- (ii) effective date of the change;
- (iii) the approximate number, type and location of members affected by change;
- (iv) the anticipated effects the change may have on Union members;
- (v) any other pertinent data related to anticipated effects on the employees.

The Board shall update this information as new developments arise and modifications are made.

#### **(c) Introduction of Technological Change**

Where the Board introduces or intends to introduce a technological change that

- (i) affects the terms, conditions or security of employment of an employee to whom this Collective Agreement applies; and
- (ii) alters significantly the basis on which this Collective Agreement was negotiated,

either party may refer the matter to arbitration under Article 15, Grievance Procedure.

- (d) The employer agrees to offer alternate employment to an employee made redundant by technological change provided a suitable alternative position is available. If no position is available then bumping shall be provided in accordance with Article 7.
- (e) The employer shall provide retraining for such employees where required, and where feasible, provided said employee is retrainable and/or is willing to be retrained. Every effort shall be made to ensure that the employee suffers no loss in pay.

**ARTICLE 17. - DURATION OF AGREEMENT**

17.01 Length

This agreement shall be for the period from and including July 1, 2019 to and including June 30, 2022 and from year to year thereafter subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of this agreement or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the agreement to commence collective bargaining.

17.02 Notice/Strike/Lockout/Revision of Agreement

Should either party give written notice as aforesaid, this agreement shall thereafter continue in full force and effect and neither party shall make any changes in the terms of the said agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted nor alter any other terms or conditions of employment) until:

- (a) The Union shall give notice to strike (or goes on strike) or
- (b) The Board shall give notice of lockout (or the Board shall lock out its employees) or
- (c) The parties shall conclude a renewal or revision of this Agreement, or enter into a new collective Agreement, whichever is the earliest.

**ARTICLE 18. - REMUNERATION**

18.01 Wages as per Schedule "A"

In addition the parties have agreed to the following salary increase in accordance with BCPSEA guidelines. Increases will be effective on the following dates:

July 1, 2019	1.65 %
July 1, 2020	2.00 %
July 1, 2021	2.00 %

## SCHEDULE A

CATEGORY/EFFECTIVE DATE	General 1.65% JULY 1, 2019	General 2.00% JULY 1, 2020	General 2.00% JULY 1, 2021
Maintenance			
Casual Labourer	17.36	17.71	18.06
Labourer	20.35	20.76	21.17
Groundsman	23.41	23.88	24.36
Semi-Skilled Tradesman	23.89	24.36	24.85
Skilled Tradesman	28.93	29.51	30.10
General Foreman	28.77	29.34	29.93
Service Technician	26.45	26.98	27.52
Transportation			
Mechanic	29.91	30.50	31.11
Bus Driver	23.86	24.34	24.83
Transportation Supervisor	31.57	32.20	32.84
Custodial			
Custodian	21.94	22.38	22.82
Casual Custodian - no certification	17.36	17.71	18.06
Shift Differential (after 3:00 pm)	2.25%	2.25%	2.25%
Clerical			
School Secretary	24.53	25.02	25.52
Library Aide	21.44	21.87	22.31
Accounts Clerk	24.02	24.50	24.99
Receptionist	21.14	21.56	21.99
Payroll Clerk	26.03	26.55	27.08
Special Education			
Child Care Counsellor	26.76	27.30	27.85
Speech Language Assistant	24.02	24.50	24.99
StrongStart Coordinator	24.76	25.26	25.76
Special Education Assistant (SE0101)	24.76	25.26	25.76
Unqualified Special Education Assistant (SE0102) *	20.03	20.43	20.84
Unqualified Special Education Assistant (SE0103) **	22.28	22.72	23.18
First Nations			
Aboriginal Education Coordinator	27.78	28.34	28.90
First Nations Support Worker	24.04	24.52	25.01
Other			
Noon Hour Supervisor/Crossing Guards	19.21	19.60	19.99

*Unqualified Special Education Assistant (SE0102) \* = not working towards certification*

*Unqualified Special Education Assistant (SE0103) \*\* = working towards certification*

**ARTICLE 19. - CROSSING GUARDS/NOON-HOUR SUPERVISION**

The parties agree that:

The traditional level of usage of parents and students may continue and that positions that are held by employees will continue to be held by employees while such jobs exist.

These positions will be posted as per the Collective Agreement.

Employees holding these positions will be considered as Part-time Employees as defined in Article 1.04

These positions will be subject to the probationary period detailed in Article 1.02.

Seniority will be granted upon successful completion of the probationary period. For the purposes of Article 6.01 (a) the full time equivalent of 45 days will be based upon a 7 hour day or 315 hours of probation.

The employees in these positions will not be entitled to receive benefits under this Collective Agreement.

**ARTICLE 20. - HEALTH AND SAFETY**

The Board will involve support staff in the development and application of the Board's policy on Health and Safety. The Board's Health and Safety policy will be appended and form part of this contract.

**ARTICLE 21. - HARASSMENT/SEXUAL HARASSMENT**

21.01 General:

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

21.02 Definitions:

- (a) For the purpose of this article harassment shall be defined as including:
  - i. sexual harassment; or

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

(b) The definition of "sexual harassment" shall include:

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

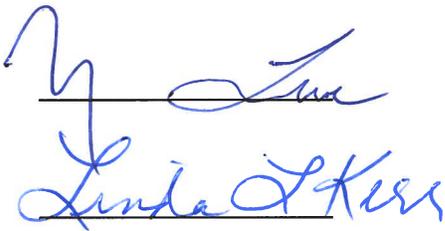
SIGNATURES

IN WITNESS WHEREOF the parties have caused this agreement to be executed this 27<sup>th</sup> day of

June, 2019, by affixing the signatures of their officers thereunto lawfully

authorized in that behalf.

Signed for the Board of Education  
School District No. 78 (Fraser-Cascade)

  
\_\_\_\_\_

Signed for the Construction, Maintenance  
and Allied Workers Bargaining Council,  
Local Unit 2423

  
\_\_\_\_\_



School District No. 78 (Fraser-Cascade)  
 650 Kawkawa Lake Road  
 Hope, BC V0X 1L4  
 Phone (604) 869-2411 (Hope Residents)  
 (604)796-2225 (Agassiz Residents)  
 Fax (604) 869-7400  
[www.sd78.bc.ca](http://www.sd78.bc.ca)

August 12, 2019

BCPSEA  
 300-2889 East 12<sup>th</sup> Avenue  
 Vancouver BC V5M 4T5

Attention: Ranjit Bharaj

Dear Ranjit;

Thank you for assisting with the final approval of the 2019-2022 Collective Agreement between the Board of Education of School District No. 78 (Fraser Cascade) and the Construction Maintenance and Allied Workers Local 2423.

As both our local union and School District 78 management agreed, I am following up with a letter that further clarifies the signed MOA so that we have no ambiguity in the finalized Collective Agreement.

" In recognition of the final costing of the amendments agreed to in Article 8.04 and 11.01(a)(iii), the parties agree that Article 18.01 will be amended to read:

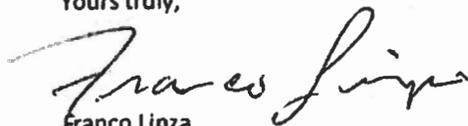
Wages as per Schedule "A"

In order to address the costs associated with the amendments to Articles 8.04 and 11.01(a)(iii), the parties have agreed to the following salary increases:

July 1, 2019	1.65%
July 1, 2020	2.00%
July 1, 2021	2.00%"

Thank you for your time and assistance through this process.

Yours truly,

  
 Franco Linza  
 President, CMAW Local 2423

  
 Natalie Lowe  
 Secretary-Treasurer  
 School District #78 (Fraser-Cascade)

cc: Board Chair  
 Superintendent ✓

File

**Letter of Understanding**

**Between**

**The Board of Education School  
District No. 78 (Fraser-Cascade)**

**And**

**The Construction, Maintenance and Allied Workers Bargaining Council,  
Local Unit 2423**

**Lay-offs**

The parties agree that there will be no layoffs of Union Support employees after September 30 for the duration of the school year. Staff changes that become necessary during the school year will be dealt with through transfers initiated by the Board in the following manner:

1. When a work location identifies an employee as surplus to that location the employee will be so informed.
2. Prior to initiating a transfer, the Board will provide the surplus employee with an opportunity to indicate preferences to be considered for any available positions within the same classification for which that employee is qualified.
3. If there are no available positions within the same classifications or at the same or greater number of hours the Board may reassign the surplus employee to another work location at the same classification and at the same or greater hours or to the casual list on a "float" basis.

This applies to only laid-off employees (after September 30) and not to restructure the workforce.

**SIGNATURES**

IN WITNESS WHEREOF the parties have caused this agreement to be executed this 12<sup>th</sup> day of

September, 2006, by affixing the signatures of their officers thereunto lawfully

authorized in that behalf.

Signed for the Board of Education  
School District No. 78 (Fraser-Cascade)

Original document signed by:  
*R. Tustian*

\_\_\_\_\_  
*Kenneth Campbell*  
\_\_\_\_\_

Signed for the Construction, Maintenance  
and Allied Workers Bargaining Council,  
Local Unit 2423

Original document signed by:  
*B. A. Bourel*

\_\_\_\_\_  
*J. L. Campbell*  
\_\_\_\_\_  
\_\_\_\_\_

## **Letter of Understanding**

**Between  
The Board Of Education for School District No. 78  
(Fraser-Cascade)**

**And**

**The Construction, Maintenance and Allied Workers Bargaining Council,  
Local Unit 2423**

### **Four (4) Hour Minimum**

The District is committed to providing a minimum of four (4) hours of work for all Employees reporting to work.

Exemptions from the four (4) hour minimum:

- Noon/Morning/Bus/After-school/Playground supervisors,
- Small schools with enrollment of seventy-five (75) students in which case a two (2) hour minimum will apply,
- Casual replacements,
- Employees hired from Aboriginal targeted funds, and/or employees hired under funding from other agencies or ministries.
- Any other positions by mutual agreement.

Hours will be consecutive where provincial funding for this purpose is available.

Bus Drivers are exempt from the requirement of consecutive hours. The daily hours shall be completed within a period of twelve (consecutive hours).

The four (4) hour minimum shall be implemented no later than September 1, 2001.

The District will implement the four (4) hour minimum consistent with the attached criteria and provisions of the collective agreement:

- If either party identifies that the criteria was not followed, or that they disagree with the decision, the issue shall be forwarded to the Labour Management Committee.
- If the Labour Management Committee determines the criteria was not followed the District will correct the situation: and
- If subsequent to this process either party determines that the criteria was not followed, that party may move the issue to grievance.

The parties agree to implement the above four (4) hour minimum to the extent that any additional costs are fully funded by specific additional funding, as per IIC 2 requirement, for the implementation and maintenance of the four (4) hour minimum.

### **CRITERIA FOR ATTAINING FOUR (4) HOUR MINIMUMS**

In providing and maintaining an appropriate service level to students, management may consider the following points when implementing a four (4) hour minimum:

- Compression of the work week;
- A combination of positions;
- The elimination of current positions of less than four (4) hours and the lay-off of employees in those positions;
- The reassignment of hours of current positions less than four (4) hours;  
The funding available for the implementation of the four (4) hour minimum from the Provincial Four (4) Hour Minimum
- The position requirements, if any, for combined positions;
- The applicability of other articles in the collective agreement;
- Other positions that an exemption may apply to.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this agreement to be executed this 12 day of

September, 20 06, by affixing the signatures of their officers thereunto lawfully

authorized in that behalf.

Signed for the Board of Education  
School District No. 78 (Fraser-Cascade)

*Original document signed by:*  
*R. Tustian*

\_\_\_\_\_

*Kenneth Campbell*

\_\_\_\_\_

Signed for the Construction, Maintenance  
and Allied Workers Bargaining Council,  
Local Unit 2423

*Original document signed by:*  
*B. A. Bourel*

\_\_\_\_\_

*J. L. Campbell*

\_\_\_\_\_

\_\_\_\_\_

## **Letter of Understanding**

**Between  
The Board Of Education for School District No. 78  
(Fraser-Cascade)**

**And**

**The Construction, Maintenance and Allied Workers Bargaining Council,  
Local Unit 2423**

### **Maintenance Plan of the Pay Equity Plan**

This Letter of Understanding is developed to provide for ongoing Maintenance Plan of the **Pay Equity Plan** between CMAWBC Local Unit 2423 and School District No. 78 (Fraser-Cascade) in accordance with PSEC guide-lines.

The Parties have used the gender neutral job evaluation plan that had its basis with the plan developed by School District No. 76 (Agassiz-Harrison). The employee jobs were evaluated by a joint CMAWBC and Management committee and a final plan for School District No. 78 was established under guidelines approved by PSEC.

Achievement of full pay equity as shown in the Pay Equity Plan is dependent on the continuation of funding by the Provincial Government for that purpose.

#### **1. Joint Evaluation Committee**

- (a) There shall be a Joint Evaluation Committee (JEC) comprised of two (2) representatives of the Union and two (2) representatives of the Board. Each party may have one (1) alternate.
- (b) The Committee shall be supplied with all documentation including job descriptions and previous evaluation results.
- (c) Release time for members of the JEC committee shall be granted in accordance with the collective agreement.
- (d) Nothing in the Agreement shall be interpreted as barring the Parties to this Agreement from engaging third party advisers to the Committee, however they shall function as advisers only.

#### **2. Wage Protection**

- (a) Male dominated jobs shall be paid at the rates established by negotiation in the Collective Agreement. Negotiated wage increases will apply to these positions.
- (b) All female positions above the regression line and currently paid at the rate above their evaluated rate will not be affected by the pay equity process. Negotiated wage increases will apply to these positions.

#### **3. Procedures for Changed Positions**

Whenever the Employer changes the duties, responsibilities and qualifications of a job or the employee(s) Union believes that the duties, responsibilities and qualifications have significantly changed, the JEC committee shall review all information relating to the job and evaluate the job as follows:

- (a) The incumbent(s)/Union or the supervisor/employer may request, in writing, a job evaluation review.
- (b) The JEC committee shall proceed to gather relevant, accurate, up-to-date information on the job. An interview shall be held with all stakeholders affected by the change. These will include but are limited to the following: incumbents, supervisors and/or co-workers. The JEC committee may also visit the job site. Based on the information gathered, the committee may update the job description as necessary.
- (d) If the JEC committee determines that the job has been changed, the JEC committee shall meet to rate each sub-factor of the job and establish a new rating for the job. The JEC will advise the incumbent(s) and the Supervisor of its decision.
- (e) The rate of pay will be negotiated directly with the union and will be consistent with the Pay Equity Plan.

#### 4. Procedures for New Jobs

- (a) Whenever the Employer establishes a new job, the JEC shall review the job description and assign a temporary evaluation for the job using the process in #3. The evaluation shall determine the interim wage rate for the job.
- (b) Six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with an updated job description, to the JEC.
- (c) The JEC shall recommend a finalized job description and evaluation.
- (d) A negotiated pay rate shall be paid to each incumbent effective the date of his/her appointment to the job. The rate of pay will be consistent with the Pay Equity Plan.

#### 5. Evaluation Procedures for Routine Reviews

- (a) It is important to maintain accurate job descriptions and evaluations on an ongoing basis. It is the intention of the Parties to review, adjust as necessary, and re-evaluate of all positions by March 31st, of every third year. The starting point for this review will be September 2003.
- (b) No job will be reviewed more than once in a thirty-six (36) month period unless there is a significant change in the duties and responsibilities.
- (c) To complete the ongoing reviews, the JEC shall proceed to gather accurate, up-to-date information of the job. The gathering of information may involve requesting the incumbent(s) and supervisor(s) to complete an up-to-date job analysis questionnaire. The gathering of information may also involve interviews with the incumbent(s) and supervisor(s) and/or visits to the job sites.
- (d) The JEC shall recommend a finalized job description and evaluate the job using the process in #3.

#### 6. Dispute Resolution

- (a) In the event the JEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the evaluation plan (including the classification or pay rate of male-dominated positions reclassified under this Agreement) the

JEC shall request, within ten (10) work days, that each party designate an adviser to meet with the committee. The two (2) advisers shall meet with the committee to assist in reaching a decision.

- (b) If, after meeting the two (2) advisers, the JEC remains unable to agree upon the matter in dispute, the JEC shall advise, in writing, within ten (10) working days, the Union and the Employer of this fact.
- (c) The dispute shall then be submitted to arbitration.
- (d) The arbitrator shall decide the matter upon which the JEC or the parties have been unable to agree and his/her decision shall be final and binding on the JEC, the Union and all affected employees. The arbitrator shall be bound by this Agreement and shall not have the power to modify or amend any of its provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the Parties.
- (e) The Employee and the Union shall be the Parties to the arbitration hearing and shall have the right to present evidence as argument concerning the matter in dispute. The arbitrator shall have the power of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the Parties to present additional information and to require other person(s) to present evidence as deemed necessary by the arbitrator.
- (f) The arbitrator's fees and expenses shall be borne equally between the Parties.
- (g) The time limits may be extended by mutual agreement of the Parties.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this agreement to be executed this 1<sup>st</sup> day of

February, 2012, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

Signed for the Board of Education  
School District No. 78 (Fraser-Cascade)

Signed for the Construction, Maintenance  
and Allied Workers Bargaining Council,  
Local Unit 2423

*Original document signed by:*  
N. Lowe

*Original document signed by:*  
B. A. Bourel

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\_\_\_\_\_

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**Letter of Understanding**

**Between**

**The Board Of Education for School District No. 78  
(Fraser-Cascade)**

**And**

**The Construction, Maintenance and Allied Workers Bargaining Council,  
Local Unit 2423**

**Extra Week at Spring Break**

*This Letter of Understanding is developed to provide the basis upon which support staff will work and be paid during the one extra week off at Spring Break outside of the Spring Break as set out by the standard school calendar.*

*For regular twelve (12) month employees, the District will encourage that time be taken as vacation during this break. If there is work that must be done during this period, a request to work during this period with the rationale can be made to the Secretary-Treasurer through the employee's supervisor, for approval.*

*For regular ten (10) month employees, in accordance with non-instruction time other than professional development days, the time will be taken off. The District will pay holiday pay during this period from the bank accrued to June 30 of the year in which the break occurs.*

*Casual employees will not work during this period unless expressly requested by the Secretary-Treasurer.*

*Whenever possible, the Board encourages vacation time to be taken off during natural breaks in the school year.*

**SIGNATURES**

*IN WITNESS WHEREOF the parties have caused this agreement to be executed this 18th day of*

*October, 20 14, by affixing the signatures of their officers thereunto lawfully*

*authorized in that behalf.*

*Signed for the Board of Education  
School District No. 78 (Fraser-Cascade)*

*Signed for the Construction, Maintenance  
and Allied Workers Bargaining Council,  
Local Unit 2423*

*Original document signed by:*

*Original document signed by:*

*N. Lowe*

*B. A. Bourel*

**Letter of Understanding  
Between**

**The Board Of Education for School District No. 78**

**(Fraser-Cascade) (the "Board")**

**And**

**The Construction, Maintenance and Allied Workers Bargaining Council,**

**Local Unit 2423 (the "Union")**

**(collectively "the Parties")**

**Re: Boston Bar Four Day Work Week - Summer Break 2019**

Recognizing that the primary responsibility is to maintain normal operation, the Parties agree to a four day work week on a trial basis for the 2019 Summer Break, for Maintenance Department employees working at Boston Bar Elementary-Secondary School on the following conditions:

1. At the discretion of the Director of Facilities and Transportation, the four day work week will apply during the first week of Summer Break and the last week prior to school opening.
2. Regular weekly hours being worked in four days instead of five.
3. The four day work week does not apply during weeks which contain a statutory holiday or during which vacation time is taken.
4. Each department is required to maintain normal coverage required within that department for the full week.
5. There will be no additional costs to the Board.
6. Will only be extended to any future Summer Break by mutual agreement of the Parties.

**SIGNATURES**

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this 11<sup>th</sup> day of June, 2019, by affixing the signatures of their officers thereunto lawfully authorized on that behalf.

Signed for the Board of Education  
School District No. 78 (Fraser - Cascade)

Signed for the Construction, Maintenance and  
and Allied Workers Bargaining Council Local  
Unit 2423



**Provincial Framework Agreement ("Framework")**

**between**

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

**and**

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

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

**1. Term**

July 1, 2019 to June 30, 2022

**2. Wages Increases**

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

**3. Local Bargaining**

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

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

The \$7 million is an ongoing annual amount.

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

#### 4. Benefits

Provide annual ongoing funding to explore and implement enhancements to the Standardized Extended Health Plan including consideration of an addiction treatment support program as below:

Year	Amount
2019/2020	\$1,000,000
2020/2021	\$3,000,000
2021/2022	\$3,000,000

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the support staff unions.

Any residual from the 2019-2022 for benefits standardization will be allocated to training initiatives under the Support Staff Education Committee.

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEBT and utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost consideration, and relapse response.

- a. 2010-2012 FLOU – remaining balance of \$477,379
- b. Work Force Adjustment – remaining balance of \$646,724

#### 5. Safety in the Workplace

The Parties agree that, in accordance with WorkSafe BC regulations, safety in the workplace is an employee right and is paramount. The Parties commit to providing a healthy and safe working environment which includes procedures to eliminate or minimize the risk of workplace violence. The Parties will work collaboratively to support local districts and unions to comply with all WorkSafe BC requirements.

Information relating to refusing unsafe work, and workers' rights and responsibilities, and employer responsibilities, as provided by WorkSafeBC is attached to this PFA for information purposes.

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

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

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

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

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

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

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

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

### **Structure:**

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

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

**Mandate:**

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

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

**Terms of Reference:**

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

**Funding:**

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

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

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

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.

- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

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

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

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

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

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

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

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

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

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

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

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

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

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

## **9. Committee Funding**

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

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

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

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

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

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

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

#### **12. Unpaid Work**

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

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

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

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

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

#### **15. Public Education Benefits Trust**

- a. **PEBT Annual Funding Date:** The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement On Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

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

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

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

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties ~~in accordance with Appendix A~~

NO LATER THAN NOVEMBER 30<sup>TH</sup> 2019.

WB  
RB

**18. Funding**

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

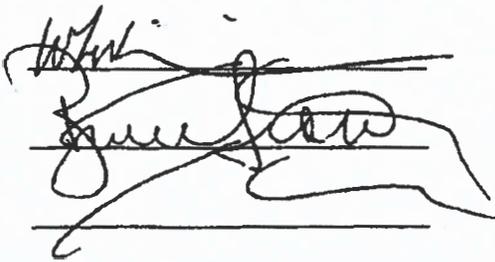
**19. Provincial Bargaining**

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

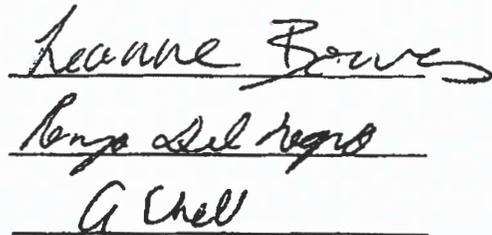
Dated this 12<sup>th</sup> day of July, 2018.

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

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



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



Jim Devivo

R. Lavallo

M. G. ...

A. ...

Patti Price

S. Ludgren

M. ...

J. ...

G. Thomas

~~...~~

K. ...

J. ...

Robert Welch

...

...

John H. ...

Henry Campbell

R. ...

B. Boyd

...

CUPE W1

**Letter of Agreement ("Letter")**

**Between:**

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

**And:**

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

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

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

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

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

Original signed on \_\_\_\_\_ by:

\_\_\_\_\_  
BCPSEA  
Leanne Bowes

\_\_\_\_\_  
K-12 Presidents' Council  
Warren Williams

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

**Re: Public Sector General Wage Increases**

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

This information is provided for reference only and is current as of the date of drafting. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.



## Refusing unsafe work

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

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

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

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

#### 1. Report the unsafe condition or procedure

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

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

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

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

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

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

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

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



## Worker Rights and Responsibilities:

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

### Your rights

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

### Your responsibilities

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

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

## Employer Responsibilities:

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

### Your responsibilities

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

## Supervisor Responsibilities:

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

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

### Your responsibilities

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

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

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