

# **COLLECTIVE AGREEMENT**

**EFFECTIVE JULY 1, 2019 - JUNE 30, 2022**

**Between:**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)**

**(hereinafter called the "Employer")  
PARTY OF THE FIRST PART**

**And:**

**THE CENTRAL OKANAGAN SCHOOL EMPLOYEES' UNION  
LOCAL 3523  
OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES**

**(hereinafter called the "Union")  
PARTY OF THE SECOND PART**

# INDEX

Page

<b>Article 1:</b>	Preamble.....	1
<b>Article 2:</b>	Recognition & Negotiations .....	1
<b>Article 3:</b>	Rights of Employer .....	1
<b>Article 4:</b>	No Discrimination/Harassment .....	2
<b>Article 5:</b>	Union Security .....	3
<b>Article 6:</b>	Check off of Union Dues.....	3
<b>Article 7:</b>	New Employee Information .....	3
<b>Article 8:</b>	Negotiations .....	3
<b>Article 9:</b>	Labour Management Consultation.....	4
<b>Article 10:</b>	Joint Occupational Health & Safety Committee .....	5
<b>Article 11:</b>	Subcontracting .....	5
<b>Article 12:</b>	Mechanization & Technological Change.....	6
<b>Article 13:</b>	Severance Pay.....	6
<b>Article 14:</b>	Definition of Employees.....	6
<b>Article 15:</b>	Seniority .....	7
<b>Article 16:</b>	Layoff, Bumping & Recall .....	9
<b>Article 17:</b>	Promotions & Staff Changes .....	12
<b>Article 18:</b>	Grievance Procedure.....	14
<b>Article 19:</b>	Arbitration.....	16
<b>Article 20:</b>	Discipline.....	17
<b>Article 21:</b>	Personnel Files.....	18
<b>Article 22:</b>	Falsely Accused Employee Assistance .....	19
<b>Article 23:</b>	Hours of Work .....	20
<b>Article 24:</b>	Overtime.....	21
<b>Article 25:</b>	Premiums .....	23
<b>Article 26:</b>	Holidays .....	24
<b>Article 27:</b>	Annual Vacations .....	24
<b>Article 28:</b>	Short Term Disability Program.....	26
<b>Article 29:</b>	Long Term Disability Program .....	27
<b>Article 30:</b>	Supplementation of Compensation Award.....	28
<b>Article 31:</b>	Payment of Wages & Allowances.....	28
<b>Article 32:</b>	Benefits .....	29
<b>Article 33:</b>	Leave of Absence.....	30
<b>Article 34:</b>	Job Classification & Reclassification.....	33
<b>Article 35:</b>	Video Display Terminals.....	36
<b>Article 36:</b>	General Conditions.....	37
<b>Article 37:</b>	Present Conditions & Benefits .....	39
<b>Article 38:</b>	Service Improvement Allocation Fund .....	39
<b>Article 39:</b>	Term of Agreement .....	40
	Schedule "A" (Wage Schedule) .....	41
	Schedule "B" .....	46
	Appendix 1 (Pay Equity Implementation Agreement).....	50
	Letters of Understanding (Index) .....	54
	Provincial Framework Agreement.....	97

# INDEX

(Alphabetical Index)

	Page
Agreement, Copy of (Art 7).....	3
Appointments, Promotions & Staff Changes.....	12
- temporary (Art 17(b)).....	12
- trial (Art 17(c)).....	13
Arbitration (Art 19).....	16
Automobile Allowance (Art 31(d)).....	28
Benefits	
- clothing allowance (Art 36(g)).....	38
- dental (Art 32(c)(i)).....	29
- during layoff (Art 16(g)(h)).....	11
- group life insurance (Art 32(c)(iii)).....	29
- extended health (Art 32(c)(ii)).....	29
- instructional courses (Art 36(f)).....	38
- medical insurance (Art 32(b)).....	29
- pension plan (Art 32(a)).....	29
- Public Education Benefits Trust (PEBT) (Art 32(c)).....	29
- retirement benefits (Art 32(d)).....	29
- severance pay (Art 13).....	6
- temporary employees (Art 14(b)).....	6
- workers' compensation (Art 30).....	28
Break Periods (Art 23(d)).....	21
Bulletin Board (Art 36(b)).....	37
Collective Agreement (Art 36(h)).....	38
Deferred Salary Leave Plan (Letter).....	72
Discipline (Art 20).....	17
Discrimination/Harassment (Art 4).....	2
Dues Checkoff (Art 6).....	3
Employee Definition (Art 14).....	6
Employer Rights (Art 3).....	1
Family Illness (Art 33(g)).....	32
Fire Insurance (Art 36(c)).....	37
First Aid (Art 25(a)).....	23
Graveyard Premiums (Art 25(c)).....	24
Grievance Procedure (Art 18).....	14
Holidays, Statutory (Art 26).....	24
Hours of Work (Art 23).....	20
Job Classification (Art 34).....	33
Job Posting (Art 17(a)).....	12
Job Shares (Art 17(i)).....	14
Layoff, Bumping, Recall (Art 16).....	9

# INDEX

(Alphabetical Index)  
(cont'd)

	Page
Leave	
- bereavement (Art 33(d)) .....	31
- childbirth (Art 33(m)) .....	33
- compassionate (Art 33(f)) .....	31
- deferred salary leave plan (Letter) .....	72
- family illness (Art 33(g)) .....	32
- funeral (Art 33(e)) .....	31
- general (Art 33(k)) .....	33
- jury (Art 33(h)) .....	32
- labour management consultation (Art 9(d)) .....	5
- labour management negotiations (Art 8(c)) .....	4
- long term illness (Art 29) .....	27
- maternity (Art 33(i)) .....	32
- parental (Art 33(l)) .....	33
- seniority, effect on (Art 15(d)) .....	8
- short term illness (Art 28) .....	26
- SUB Plan (Art 33(j)) .....	32
- union business (Art 33(a)) .....	30
- union conventions (Art 33(b)) .....	31
- union officers (Art 33(c)) .....	31
Long Term Disability Program (Art 29) .....	27
Mechanization & Technological Change	
- employee protection (Art 12) .....	6
Membership (Art 5) .....	3
Negotiations	
- committee (Art 8) .....	3
- restriction (Art 2) .....	1
Occupational Health & Safety (Art 10) .....	5
Overtime (Art 24) .....	21
- part-time bus drivers (Art 24(c)) .....	22
- banking of (Art 24(d)) .....	22
Pay Days (Art 31(b)) .....	28
Present Conditions & Benefits (Art 37) .....	39
Probation	
- initial appointment (Art 15(b)) .....	7
- trial (Art 17(c)) .....	13
Promotions & Staff Changes (Art 17) .....	12
- disabled employee (Art 17(e)) .....	13
- transfer, mutual benefit (Art 17(g)) .....	14
Safety (Art 10) .....	5
Salary Classification (Art 31) .....	28
- temporary transfer (Art 31(c)) .....	28
- change or new (Art 34) .....	33
Seniority (Art 15) .....	7
- seniority, staff changes (Art 17(c)) .....	13



# INDEX

(Alphabetical Index - cont'd)

	Page
Severance Pay (Art 13) .....	6
Sexual Harassment (Art 4(b)) .....	2
Short Term Disability Program (Art 28) .....	26
Staff Accommodation (Art 36(a)) .....	37
Strike (Art 36(e)) .....	38
Subcontracting (Art 11) .....	5
Subrogation (Art 28(h)) .....	27
Temporary Employees	
- benefits (Art 14(c)) .....	7
- seniority (Art 15(c)) .....	8
Term of Agreement (Art 39) .....	40
Vacations (Art 27) .....	24
Video Display Terminals (Art 35) .....	36
Wages (Schedule "A") .....	41
Workers' Compensation (Art 30) .....	28
Working Schedules (Schedule "B") .....	46
APPENDICES	
1 Pay Equity Implementation Agreement .....	50
LETTERS OF UNDERSTANDING, Index .....	54
Indigenous Student Advocates – Work Locations on Postings .....	55
Alternate Year for 10 Month Employees .....	56
Automobile Allowance - Posted Relief Custodians .....	58
Bus Drivers – Assignment of Extra Runs .....	59
Bussettes & Rented Vehicles .....	64
Certified Education Assistant (CEA) .....	65
Computer Information Systems Cooperative Work Program .....	69
Custodial Training Program .....	70
Deferred Salary Leave Plan .....	72
District Health and Safety Advisory Committee .....	73
General Leave - Long Term (exceeding 60 days) .....	76
Provincial Accord re School Year Layoffs .....	79
Secondary School Apprenticeship Program .....	80
Strong Start Coordinator .....	82
Subcontracting (Article 11) - Consultation Process .....	86
Supervisors and Crossing Guards .....	91
Temporary Project Work .....	93
Training/Professional Development and In-service .....	94
LETTERS OF REFERENCE	
Provincial Framework Agreement .....	97

## ARTICLE 1: PREAMBLE

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

- to promote harmonious relations and settled conditions of employment between the Employer and the Union;
- to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- to encourage efficiency in operation;
- to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

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

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

## ARTICLE 2: RECOGNITION AND NEGOTIATIONS

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

(b) No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement, without the consent of the Union.

## ARTICLE 3: RIGHTS OF EMPLOYER

The Union recognizes the rights of the Employer to operate and manage the schools in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees. Such rules and regulations shall not be contrary to any provisions of this Agreement.

The Employer shall always have the right to hire, assign, discipline and discharge employees for proper cause, and such right shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## ARTICLE 4: NO DISCRIMINATION/HARASSMENT

### (a) Discrimination

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

### (b) Harassment

The Employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.

#### **Definitions:**

#### (i) Personal Harassment

Harassment is a form of discrimination and is unwelcome conduct, remark or behaviour based on a prohibited ground of the *BC Human Rights Code* which:

- offends or humiliates any person, and
- has adverse job-related consequences, and
- which a reasonable person would know to be offensive and unwelcome.

(i.e. A comment or conduct based on the race, colour, ancestry, place of origin, political belief (including Union affiliation), religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of a person, or related to a conviction that is unrelated to the employment of that person).

#### (ii) Sexual Harassment

Sexual harassment is unwelcome comment or conduct of a sexual nature that may lead to adverse job-related consequences for the person to whom the comment or conduct is being directed, and which a reasonable person would know to be unwelcome.

### (c) Written Complaint

Where an employee believes that he/she has been subjected to harassment as defined under this Article, the employee may file a grievance under Article 18 and/or the employee may submit a written complaint to the Superintendent or designate identifying the alleged harasser and detailing the specific behaviour or comments which are alleged to be harassment. Such a complaint shall be filed within six (6) months of the behaviour or comment giving rise to the complaint.

#### ARTICLE 4: NO DISCRIMINATION/HARASSMENT (cont'd)

(d) Review of Complaint

The Superintendent or designate shall take appropriate action to address the complaint. Such action will include a review of the complaint by a trained or experienced person who may recommend mediation, a more detailed investigation into the allegations, and/or dismissal of the complaint.

(e) Representation

The complainant and/or alleged offender, may at the choice of the employee, be accompanied by a representative(s) of the Union Local 3523 at all meetings in this procedure.

#### ARTICLE 5: UNION SECURITY

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

#### ARTICLE 6: CHECKOFF OF UNION DUES

The Employer agrees to deduct from the pay of each employee any initiation fee, bi-weekly dues or assessments levied, in accordance with the Union By-Laws and owing to the Union. Deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the 10<sup>th</sup> day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.

#### ARTICLE 7: NEW EMPLOYEE INFORMATION

The Employer agrees to acquaint all new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in Articles 5 and 6 dealing with Union Security and Dues Check off.

On commencement of employment, the Employer shall present all new employees with a copy of the Collective Agreement, the name and email address of the Union Representative, and the Local 3523 Union office phone number.

If there is a Union Representative on site, the Employer will also introduce the new employee to the Union Representative.

#### ARTICLE 8: NEGOTIATIONS

(a) Negotiations Committee

The parties shall appoint a Negotiations Committee consisting of four (4) appointees of the Employer and four (4) appointees of the Union.

## ARTICLE 8: NEGOTIATIONS (cont'd)

### (b) Function of the Negotiations Committee

The function of the Negotiations Committee shall be to negotiate this Collective Agreement and any revisions or amendments thereto during the life of this Collective Agreement and for its renewal.

### (c) Time Off for Meetings

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

### (d) Additional Representatives

Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

### (e) Cost of Printing the Collective Agreement

The cost of printing the Collective Agreement in booklet form shall be shared equally between the parties.

## ARTICLE 9: LABOUR MANAGEMENT CONSULTATION

### (a) Consultation Committee

The parties shall appoint a Joint Consultation Committee composed of managers and supervisors appointed by the Employer and the officers and shop stewards of the Union.

### (b) Meeting of the Consultation Committee

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

### (c) Purpose of the Consultation Committee

The purpose of the Consultation 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.

## ARTICLE 9: LABOUR MANAGEMENT CONSULTATION (cont'd)

### (d) Time Off for Meetings

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

## ARTICLE 10: JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

The parties agree that the intent of this Agreement is to ensure that all employees shall have access to the Occupational Health and Safety Committee structure. The Joint Occupational Health and Safety Committee will be established and operated as outlined below:

- (a) Union representatives shall be employees appointed by the Union; the Employer representatives shall be appointed by the Employer.
- (b) The committee will function in accordance with the Industrial Health and Safety Regulations and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committee shall be recorded in a mutually agreed form and shall be sent to the Union and the Employer.
- (c) Employees who are representatives on the committee shall not suffer any loss of basic pay for the time attending a committee meeting.
- (d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive cash or equivalent time off at straight time.

## ARTICLE 11: SUBCONTRACTING

The Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee excepting:

- (i) that the Employer reserves the right to subcontract the operations of school buses, provided the Union is notified at least six (6) months in advance and agreement is reached through negotiations between the parties to this Agreement, and,

#### ARTICLE 11: SUBCONTRACTING (cont'd)

- (ii) In instances where the Employer feels that any operation presently performed within the bargaining unit could be more efficiently performed in some other manner the Employer may, in consultation and by agreement with the Union, subcontract that particular operation.

#### ARTICLE 12: MECHANIZATION AND TECHNOLOGICAL CHANGE

No regular employee shall be dismissed because of mechanization or technological change unless through discussion between the Employer and the Union agreement has been reached.

In the event that the Employer should introduce any technological methods or mechanization which require new or greater skills than are possessed by an employee under the present method of operation such employee shall, at the expense of the Employer, undergo a period of training, during which time the employee will have the opportunity of becoming fully qualified. Prior to entering into the training period, discussion shall take place between the parties of this Agreement in order to determine the manner and method of replacing the employee during training and the job to which the employee may return if unsuccessful in completing the training.

#### ARTICLE 13: SEVERANCE PAY

If, as a result of the Employer ceasing all or part of the operations, or merging with another Employer, or if by reason of any changes in operating methods the Employer is unable to provide work for a displaced employee with five (5) or more years of service with no reduction in pay in a comparable class of work, the employee shall be given thirty (30) days' notice and severance pay on the basis of one (1) week's pay, at the regular rate of the position last occupied, for every year of completed service with the Employer.

#### ARTICLE 14: DEFINITION OF EMPLOYEES

##### (a) Regular Employees

Regular employees are those employees who have been assigned to an established position and who have completed probation in accordance with Article 15(b). This includes full and part-time employees.

##### (b) Temporary Employees

Temporary employees are those employees who replace regular employees on leave or who are hired for specific projects.

#### ARTICLE 14: DEFINITION OF EMPLOYEES (cont'd)

- (c) The following groups of employees shall receive \$1.28 per hour (\$1.50 effective July 25, 2014) in lieu of short term disability (Article 28), paid leaves of absence (Article 33), benefits (Article 32) and clothing allowance (Article 36(g)):
  - (i) regular employees on layoff who are called for temporary work under Article 16(f), on expiration of the two-month period under Article 16(g);
  - (ii) temporary employees with seniority;

The payment shall not be made when an employee relieves in a position regularly scheduled less than half-time unless the employee works half or more of the normal weekly hours.

- (d) On expiration of the two-month period under Article 16(g), a regular employee on layoff may opt at the time of initial layoff to continue on the regular benefit plans provided the plan permits. In such case the employee shall be responsible for payment in advance of both shares of the premium costs for two (2) months at a time.

#### ARTICLE 15: SENIORITY

- (a) Definition

Seniority is length of service with the Employer and, except as provided for in Articles 15(b) and 15(c) with respect to temporary employment, shall date from the original date of commencing work.

The Employer shall maintain a seniority list showing the commencement date of each employee's seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April of each year. The Employer shall be notified within thirty (30) days of any errors. The determination of seniority shall be in accordance with the earning system in effect at the time of the alleged error.

Seniority shall operate on a bargaining unit-wide basis.

As of July 1, 2003, when two or more new employees commence work on the same day the procedure for establishing their relative seniority shall be as follows:

- (i) In the event of a tie the person who received the first initial formal interview by date and time shall have the greater seniority.
- (b) Regular Employees' Attainment of Seniority

Newly hired employees appointed to established positions shall be on probation for sixty-five (65) of the employee's working days or six (6) calendar months, whichever comes sooner from the date of commencing work. During the probationary period



## ARTICLE 15: SENIORITY (cont'd)

employees shall be entitled to all rights and privileges of this Agreement unless otherwise provided, except with respect to discharge. The standard of discharge for probationary employees shall be lack of general suitability for continued employment.

On completion of probation in the established position, seniority shall be effective from the original date of commencing work and any days actually worked as a temporary employee within the preceding twelve (12) months shall also be counted as time accumulated for seniority purposes. The date of commencing work where temporary work is to be counted shall be determined by retroactively adding the number of working days equal to those actually worked by the employee to the date of commencing work as a regular employee. A statutory holiday shall be considered a day of work.

### (c) Temporary Employees' Attainment of Seniority

Temporary employees shall be placed on the seniority list when they have completed one hundred and twenty (120) days, including paid statutory holidays, in the preceding twelve (12) months. The date of commencing work for seniority purposes shall be twenty-four (24) weeks prior to the day immediately following the one hundred and twentieth (120<sup>th</sup>) day.

Where a temporary employee who has been placed on the seniority list is appointed to an established position, the probation period shall be waived and the employee shall be deemed to be a regular employee. Such employees shall serve the trial period required by Article 17(c). In the event the employee is unsuccessful in the trial period, the employee shall revert to temporary status.

### (d) Seniority During Absence

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

An employee shall lose seniority in the event that the employee:

- (i) is discharged for proper cause and is not reinstated;
- (ii) resigns;
- (iii) is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
- (iv) fails to return to work after a layoff within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed in writing of a current address;
- (v) is laid off and not re-employed within twelve (12) months after layoff;
- (vi) does not accept offered work for a minimum of twelve (12) shifts per each one-half year and is not on an approved leave.

## ARTICLE 15: SENIORITY (cont'd)

### Interpretation

One-half year shall be defined as the period from February 1 to July 31 and August 1 to January 31 in any calendar year.

All employees on sick leave, pregnancy leave, parental leave, general leave or any other approved leave shall be exempt from the requirement outlined in Article 15(d) (vi).

### (e) Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, the employee shall be placed in a job consistent with seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

### (f) Retention of Seniority Rights

In the event that the Employer shall merge, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to the retention of seniority rights for all employees coming within the new bargaining unit of the successor Employer.

## ARTICLE 16: LAYOFF, BUMPING AND RECALL

### (a) General

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, reduction of hours, bumping and recall, the governing principle shall be seniority, except as otherwise provided.

Temporary employees not on the seniority list shall not be entitled to bumping and recall rights.

### (b) Procedure

The Employer shall determine which position(s) is/are to be terminated or reduced in hours. Where positions are interchangeable and not tied to geographic location, the position(s) occupied by the most junior employee(s) shall be terminated or reduced.

## ARTICLE 16: LAYOFF, BUMPING AND RECALL (cont'd)

### (c) Notice

In the event of reduction in the workforce, the Employer shall serve written notice on those employees who will be laid off or have their hours of work reduced, as follows:

- (i) Regular employees - not later than thirty (30) calendar days prior to the effective date of layoff or reduction of hours;
- (ii) Temporary employees on the seniority list - not later than seven (7) calendar days prior to the effective date of layoff;
- (iii) Where recall from layoff is for a temporary period of less than fifteen (15) working days, notice under this clause shall not be required for subsequent layoff.

Such notice shall advise the employee of the right to bump and shall contain a copy of the seniority list with the job titles, locations and work assignments of all employees with less seniority than the employee.

### (d) Bumping

An employee whose position is subject to layoff or reduction of hours shall be entitled to bump a junior employee provided the employee is qualified to perform the duties of the position occupied by the junior employee. If an employee is in the process of preparing for the required qualifications at the time of notice of layoff or bumping, the employee shall be allowed to bump provided the qualifications are achieved before the scheduled date of assuming the position. The laid off employee, whether part-time or full-time, may bump either a part-time or full-time employee. Where a temporary position occupied by a regular employee is terminated, the employee shall revert to the employee's previous position.

The employee shall exercise the right to bump by informing the Employer of choice(s) within five (5) working days of receiving notice under (c) above. Where an employee declines to exercise the right to bump, the right shall be forfeited for that layoff or reduction. By mutual agreement between the Employer and the Union, the five (5) working days may be reduced to three (3) working days.

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

### (e) Recall

- (i) Employees who are laid off or bumped shall be recalled in writing to their former position when it becomes vacant. "Former position" shall mean the last regular position to which the employee was appointed by way of job posting or initial hire.

## ARTICLE 16: LAYOFF, BUMPING AND RECALL (cont'd)

- (ii) Where the former incumbent on layoff is not the senior person on layoff, the most senior laid off employee shall be recalled to the position subject to recall.
  - (iii) Where hours are increased to their former level or higher and the previous incumbent exercised the right to bump, that employee shall have the right to recall. Where the former incumbent declines recall, the present incumbent will be maintained in the position with increased hours.
  - (iv) Where a position becomes vacant and the former incumbent is no longer available or declines the recall, the vacancy shall be posted in accordance with Article 17. Vacant positions which were not affected by layoff or bumping shall be posted in the normal manner.
  - (v) Subject to Article 15(d)(v), recall rights shall be maintained by an employee for a period of two (2) years.
- (f) Temporary Work
- Employees with seniority who are laid off shall inform the Employer in writing, on the form provided, of the nature and location of temporary work to which they wish to be called. The Union shall be provided with a copy of the form.
- Employees shall be called to such work in seniority order so that no qualified employee is involuntarily without work while a more junior employee is working.
- Employees with seniority whose temporary work ceases shall not have the right to displace another employee whose temporary work will continue for less than a further two (2) weeks.
- (g) Continuation of Benefits
- The Employer agrees to pay its share of the monthly premium of the medical, extended health, dental and group life plans up to two (2) months for regular employees who have been laid off.
- (h) Annual Summer Layoff of School Term Employees
- Except for (g) above, this Article shall not apply to the annual summer layoff of school term (nominal ten-month) employees. The availability of summer work for such employees shall be determined by the parties in accordance with past practice.
- (i) Recall Rights or Resignation Options
- Upon being laid off an employee shall have thirty (30) days in which to opt for recall rights under Article 16(e) or to resign. Upon resignation the employee shall be paid one (1) week's pay for each complete year of service up to a maximum of twenty (20) weeks' pay. This option shall only be available to an employee who has been a regular employee for at least one (1) year and who has exhausted bumping rights under Article 16(d).

## ARTICLE 17: PROMOTIONS AND STAFF CHANGES

### (a) Job Posting

When a vacancy occurs the Employer shall notify the Union in writing and post notice of the position in the Employer's office, shops and on all Union designated bulletin boards for a minimum of five (5) working days in order that all regular employees will know about the position and be able to make written application therefore. Such notice shall contain information outlining nature of position, required knowledge and education, ability and skills, shift, wage, job evaluation number and location(s) of work.

No external advertisement for employees shall be made until after internal postings have been completed. By agreement with the Union, this requirement may be waived for an individual posting.

Where a position, initially posted as part-time, is increased to full-time it shall be posted as a vacancy and the incumbent shall be given notice of layoff in accordance with Article 16. Adjustments in hours of part-time positions to other than full-time shall be assigned to the incumbent. If the incumbent of a position accepts a reduction from full-time to part-time and does not exercise bumping rights under Article 16(d) a return to full-time hours shall be assigned to the incumbent. If the incumbent accepts a reduced rate of pay for the position without exercising bumping rights, a return to the former rate of pay for the position shall be assigned to the incumbent.

When ten (10) month positions are increased to twelve (12) month positions, the incumbent shall be laid off and the job posted.

When a position is vacated due to resignation / retirement and the Employer plans to make changes to the job duties prior to re-posting or chooses not to refill the position, the Union will be provided notice of such in writing as soon as possible.

### (b) Temporary Vacancies

- (i) In the event of a temporary vacancy in excess of eight (8) weeks that the Employer wishes to fill or in the event of the Employer establishing a position of a temporary nature that will exist for more than eight (8) weeks, that vacancy (position #1) will be posted in the normal manner.
- (ii) Should a regular employee be the successful applicant for position #1, that employee's job (position #2) shall be posted temporarily. Should a regular employee be the successful applicant for position #2, that employee's job (position #3) shall not be posted. Position #3 shall be available to employees with the required qualifications, fitness and ability on layoff first, then temporary employees with seniority.
- (iii) If the posted temporary position again becomes vacant within thirty (30) days of the successful applicant commencing work, the next most senior person with the required qualifications, fitness and ability who had originally bid on the temporary position will be awarded the vacancy. In the event there is no other

applicant with the required qualifications, fitness and ability who had originally bid on the position then the Employer may fill without posting.

- (iv) At the end of the temporary position, the regular employees shall return to their former positions. There are no bumping rights at the end of temporary postings, unless the former position has been eliminated or reduced in hours.
- (v) Regular employees in temporary positions will be required to complete their temporary positions before being eligible for an appointment to a subsequent temporary position. All employees may apply for a permanent position at any time.

(c) Method of Making Appointment

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

The successful applicant shall be placed on trial for a period of sixty (60) of the employee's working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, the employee shall not return to the previous position, but shall bump the most junior person having the same number of shift hours per week in what was the applicant's previous classification.

Where the successful applicant vacates the position within fifteen (15) working days of the closing of the posting, the position shall not be re-posted but shall be filled by the next senior applicant having the required qualifications, fitness and ability. If there is no other applicant with seniority, the Employer shall post the position. Applications will remain confidential until the posting process is completed.

(d) Union Notification

The Union shall be notified in writing within a reasonable time of each appointment, hiring, layoff, rehiring, resignation and termination of employment.

The Employer will provide the Union with a semi-annual list of employees showing their employee numbers, addresses, phone numbers, worksites and position titles.

(e) Disabled Employees' Preference

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

## ARTICLE 17: PROMOTIONS AND STAFF CHANGES (cont'd)

### (f) Promotions Requiring Higher Qualifications

In cases of promotion requiring higher qualifications or certification, the Employer shall give consideration to employees who do not possess the required qualifications, but are preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time and to revert to their former positions if the required qualifications are not met within such time. For the purpose of this clause "former position" means the last regular or temporary position to which the employee posted.

### (g) Transfers

By mutual agreement between the Employer and the Union, an employee may be transferred:

- (i) from one position to another in the same classification within the school district if it is considered the employee can better serve the Employer in the new situation, or it is proven that a move will be beneficial to the employee;
- (ii) temporarily for training in an appropriate school.

### (h) No Postings Period

No job postings shall occur during the months of July and August. The Union agrees that the Employer may fill any vacancies during this period on a temporary basis, subject to posting in September.

Notwithstanding the above, by agreement with the Union, vacancies in July and August may be posted for ten (10) days commencing July 15 or August 15. Absent employees shall be notified by mail of the vacancy. Telephone applications will be acceptable. Employees who, for good reason, can demonstrate they were unable to be aware of such posting shall be eligible to apply in September.

### (i) Job Shares

Any job share requests must be approved by the District and the Union.

The Parties recognize and endorse the voluntary arrangements currently in place for Certified Education Assistants who have elected to job share Noon Hour Supervisor positions. Any future requests for job sharing will require the approval of both Parties as noted above.

## ARTICLE 18: GRIEVANCE PROCEDURE

- (a) In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance

## ARTICLE 18: GRIEVANCE PROCEDURE (cont'd)

Committee of three (3) members, whose duties shall be to process any grievance in accordance with the grievance procedure.

- (b) The Employer shall recognize up to seven (7) Shop Stewards appointed or otherwise selected by the Union bargaining unit, whose duties shall be to investigate and to attempt to settle disputes.
- (c) The Union shall notify the Employer in writing of the name of each Grievance Committee member and Shop Steward before the Employer shall be required to recognize the member or Steward.
- (d) The Grievance Committee and Shop Steward(s) selected according to (a) and (b) hereof, shall not change so long as they remain employees or until their successors are chosen.
- (e) In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward shall not leave work without obtaining permission of the supervisor, which permission shall be given within one hour.
- (f) Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

**Step 1:** The employee(s), together with the Shop Steward, shall meet to discuss and attempt to resolve the issue with the employee's staff (non bargaining unit) supervisor within sixty (60) days of the date of the incident causing the employee's concern or the date the employee first became aware of the incident. The supervisor shall attempt to resolve the issue within five (5) working days of this meeting.

**Step 2:** Should the employee(s) still feel aggrieved after the completion of Step 1, the Union may submit a written grievance outlining particulars of the complaint and the redress sought. In an attempt to resolve the dispute, a meeting shall be held with the Department Director or designate and the Union within five (5) working days of receipt of the written grievance. The employee(s) may be present at this meeting. The Director or designate shall render the Employer's written decision to the Union within seven (7) working days after the meeting.

**Step 3:** Failing satisfactory settlement being reached after completion of Step 2, the Union will notify the Employer in writing of their intention to further the grievance. A meeting of the Employer's Committee and Union shall be held within five (5) working days after receipt of such notice. The Employer's representative shall render a written decision to the Union within seven (7) working days after the meeting.



## ARTICLE 18: GRIEVANCE PROCEDURE (cont'd)

- Step 4:** Failing satisfactory settlement of the grievance within ten (10) working days of the completion of Step 3, either party to this Agreement may refer the dispute to Arbitration.
- (g) Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 of this Article may be bypassed.
  - (h) Replies to written grievances shall be in writing at all stages.
  - (i) The Employer shall supply the necessary facilities for the grievance meetings.
  - (j) Where the Employer alleges that the Union is in violation of any provision of the Agreement, the Employer may file a grievance to the Secretary-Treasurer of the Union within thirty (30) days. The parties shall, if requested, meet to discuss the matter within ten (10) days. Failing satisfactory settlement being reached, the matter may be referred to arbitration in accordance with Article 19.

## ARTICLE 19: ARBITRATION

### (a) Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party to the Agreement. Within five (5) days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

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

### (b) Sole Arbitrator

Upon mutual agreement the parties may use a sole arbitrator. Failing agreement on a sole arbitrator, the provisions of the three (3) person board shall apply.

### (c) Board Procedure

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

### (d) Decisions of the Board

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the

## ARTICLE 19: ARBITRATION (cont'd)

decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do as quickly as possible.

### (e) Expenses of the Board

Each party shall pay:

- (i) the fees and expenses of the arbitrator it appoints;
- (ii) one-half (1/2) of the fees and expenses of the Chair.

### (f) Amending of Time Limits

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

### (g) Witnesses

At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### (h) Expedited Arbitration

In the event that one party chooses to exercise its rights under s.104 of the Labour Relations Code, it will endeavour to provide the other party seventy-two (72) hours' notice.

## ARTICLE 20: DISCIPLINE

### (a) Union Assistance

Where reasonable and practical the employee shall have the right to have Union representation present when subject to written reprimand or more serious discipline. Copies of all formal discipline letters shall be provided to the Union within five (5) days.

### (b) Discharge Procedure

- (i) The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause. When an employee is discharged or suspended, the employee shall be given the reason in the presence of the Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

## ARTICLE 20: DISCIPLINE (cont'd)

### (b) Discharge Procedure (cont'd)

- (ii) An employee considered by the Union to be wrongfully or improperly discharged or suspended shall be entitled to a hearing under Article 18, Grievance Procedure. Step 2 of the Grievance Procedure shall be omitted in such cases.
- (iii) Should it be found upon investigation that an employee has been improperly suspended or discharged, such employee shall be immediately reinstated in the employee's former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
- (iv) Where an employee is under investigation by the Employer for any "cause", the employee shall be advised at the earliest reasonable time, in writing, of the reasons for the action unless substantial grounds exist for concluding that such notification would prejudice the investigation. At the same time, the Union shall also be notified that such an investigation is being conducted. The employee shall have the right to a Union representative at any meeting with the Employer in connection with such investigation.

## ARTICLE 21: PERSONNEL FILES

### (a) Personnel File at District Office

There shall only be one personnel file for each employee maintained at the district office.

### (b) Material Contained in Personnel File

The Employer agrees that only factual material and material relevant to the employment of the employee shall be maintained in personnel files. The employee shall be informed when material critical to the employee is placed in the employee's file and a copy shall be given to the employee.

### (c) Destruction of Personnel File

Any file relating to an employee kept at a school or department shall be destroyed when an employee leaves that school or department.

### (d) Clearing of Records

Provided there have been no further offences any reference to discipline shall be removed from an employee's file after twenty-four (24) months.

## ARTICLE 21: PERSONNEL FILES (cont'd)

### (e) Access to Files

All employees shall have the right to review their personnel files in the presence of an Employer representative during regular office hours. Within reason, photocopies of documents in the file shall be supplied by the Employer.

## ARTICLE 22: FALSELY ACCUSED EMPLOYEE ASSISTANCE

- (a) When an employee has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and if:
  - (i) an investigation by the Board has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid, or
  - (ii) an investigation by the Board has concluded that the accusation is not true on a balance of probabilities; and, should criminal charges result, the employee is acquitted of criminal charges in relation to the accusation, or
  - (iii) an arbitrator considering discipline or dismissal of the employee finds the accusation to be false, and no criminal charges are laid, or
  - (iv) an arbitrator considering discipline or dismissal of the employee finds the accusation to be false, and should criminal charges result, the employee is acquitted of criminal charges in relation to the accusation, then
- (b) The employee shall be entitled to reasonable assistance in addition to that provided through the Employee Assistance Program. The employee, together with the Superintendent of Schools and the President of the Union, shall jointly establish a plan of assistance to facilitate the employee's successful return to work.
- (c) Such assistance pursuant to Article 22(b) may include special counselling for the employee and family members; short term paid leave of absence for the employee; position transfer; and, upon request by the employee, provision of factual information to parents and students.
- (d) Where an employee has been suspended pursuant to Section 15(4) of the School Act, the employee shall be reinstated with full pay providing the employee is acquitted of the charges and any additional investigation by the Board concludes that, on a balance of probabilities, the employee has not been guilty of any wrongdoing.

## ARTICLE 23: HOURS OF WORK

### (a) Hours of Work

#### **Operations Employees**

The normal work week shall consist of five (5) eight-hour days from Monday to Friday inclusive for the following employees:

- Grounds
- All Trades
- Maintenance
- Bus Drivers
- Custodians
- Warehouse and Delivery Drivers
- Computer Technicians
- Electronics Technician
- Traffic Safety Officer
- Other similar positions

#### **Office and School Based Employees**

The normal work week shall consist of five (5) seven-hour days from Monday to Friday inclusive for the following employees:

- Clerical and Secretarial
- Library positions
- CEA's
- Aboriginal Advocates
- Interpreters
- Strong Start Coordinators
- Settlement Workers
- Software Support/Applications Trainer
- Community Partnership Facilitator
- Computer Software Support Clerk
- Other similar positions

Notwithstanding any other provisions of this Agreement, those employees who of necessity regularly work on Saturday and Sunday shall have as rest days two other consecutive days of the week. In such event, Saturday and Sunday shall be considered working days and overtime rates will not apply excepting for the time worked in excess of the normal work day. Their days off shall be considered as Saturday and Sunday for overtime provision purposes. Weekend shifts shall only be established where and when required for climatic or educational requirements.

### (b) Working Schedule

The Employer agrees, in consultation with the Union, to set forth the working schedule of each department, hereinafter referred to as the "Work Schedule". The schedule shall be deemed to constitute Schedule "B" of this Agreement.

## ARTICLE 23: HOURS OF WORK (cont'd)

### (c) Minimum Hours

In the event of an employee starting work in any day and being sent home before completing four (4) consecutive hours, the employee shall be paid for four (4) hours. In the event that the employee reports for work but is sent home before commencing work, two (2) hours at regular rates shall be paid.

This clause shall not apply to:

- (i) student supervisors and crossing guards;
- (ii) employees called to work to replace an absent employee for part of the daily shift and;
- (iii) other positions as mutually agreed.

The consecutive hours requirement shall not apply to bus drivers. Lunch periods of one (1) hour or less shall be excluded from the consecutive hours.

This clause shall be fully implemented by September 4, 2001.

### (d) Break Periods

Employees working less than five (5) hours shall be permitted a fifteen (15) minute rest period. Employees working five (5) hours or more shall be permitted a fifteen (15) minute rest period in the first half and the second half of a shift.

### (e) Religious Consideration

Where an employee, for bona fide religious reasons, is unable to work the normal work week, the parties agree to consult about accommodating the employee in a fair and reasonable fashion.

## ARTICLE 24: OVERTIME

### (a) Overtime Rates on Weekdays

All time worked beyond the normal work day shall be deemed to be overtime.

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

### (b) Overtime Rates on Saturdays, Sundays and Holidays

Time worked on an employee's first day of rest (normally Saturday) shall be paid at time and one-half the standard rate of pay for the first two (2) hours worked and double time for every hour worked thereafter. All time worked on an employee's second day of rest (normally Sunday) shall be paid at double the standard rate of

## ARTICLE 24: OVERTIME (cont'd)

pay for every hour worked. Any employee who is required to work on a holiday shall be paid at the rate of double the employee's standard rate of pay for every hour worked, in addition to regular holiday pay.

### (c) Bus Drivers

For overtime worked on normal working days or on days of rest, bus drivers shall be paid as follows:

- (i) Driving - at appropriate overtime rates;
  - a. time and one-half for hours worked between the employee's regular assigned hours and eight (8) hours on a normal working day;
  - b. in accordance with Article 24(a) for work beyond eight (8) hours on a normal working day;
  - c. in accordance with Article 24(b) on Saturdays, Sundays and holidays.
- (ii) Waiting Time (in and out of District boundaries) - at straight time rates except for eight (8) hours' sleeping time and one (1) hour per meal which shall be without pay;
- (iii) On a day where no driving and only waiting time occurs, a maximum of eight (8) hours at straight time.

Bus driver's necessary trip expenses will be paid at full cost on presentation of paid receipts.

### (d) Credits in Lieu

Notwithstanding the provisions of this Article, employees shall be permitted to accumulate overtime credits in lieu of cash payment, such leave to be equal to the appropriate overtime cash rate.

- i. Regular employees may accumulate overtime credits in lieu of cash payment for overtime hours pre-authorized by the Supervisor by indicating the hours banked on the employee's timesheet. When this information appears on the employee's pay statement, any discrepancy should be brought to the attention of the Supervisor within thirty days.
- ii. Application for the use of accumulated banked overtime other than in July should be made to the Supervisor at least one week in advance of the date(s) requested as time off. Time off in the month of July must be requested on or before June 15th.
- iii. The accumulation of banked overtime will be cleared once yearly on or before July 31.

## ARTICLE 24: OVERTIME (cont'd)

- iv. Requests for use of overtime will be granted on a first come, first serve basis at the discretion of the Supervisor to ensure that the time off does not interfere with the efficient operation of the District.
- v. If an employee posts for a position which results in a different pay rate, the accumulation of overtime to date should be cleared prior to the job change.

### (e) Minimum Call-Back Time

Every employee who is called out and required to work in an emergency outside the employee's regular working hours shall be paid for a minimum of two (2) hours at overtime rates and shall be paid from the time the employee leaves home to report for duty until the time the employee arrives back upon proceeding directly from work.

### (f) Overtime During Layoffs

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

## ARTICLE 25: PREMIUMS

### (a) First Aid Premium – Level 1

When a Level 1 first aid ticket is required for a work assignment under Worksafe BC regulations and the Employer designates a qualified employee to fulfil this task, the designated employee shall be paid:

- \$25 per month for an ongoing responsibility as a worksite resource, or
- Twenty (20) cents per hour for specific work assignments

### (b) First Aid Premium – Level II

- (i) Employees who are designated by the Employer to perform first aid duties in accordance with WorkSafe BC regulations and who hold recognized and valid Level II Occupational First Aid Certification shall be paid a premium of fifty-five (55) cents per hour (sixty-eight (68) cents effective January 20, 2014) during the applicable period.
- (ii) When WorkSafe BC regulations require an Occupational First Aid attendant at a facility, the Employer shall first seek volunteers from among all the employees at the facility including those outside the bargaining unit. If there are insufficient volunteers, the Employer in consultation with the Union may specify an employee or position as requiring the Occupational First Aid Certificate.



## ARTICLE 25: PREMIUMS (cont'd)

- (iii) Course fees shall be paid by the Employer and the employee shall be granted the necessary time off work with pay to attend a recognized course and to write the examination.

(c) Graveyard Shift

Graveyard Shift - fifty (50) cents per hour. Shift to be defined in Schedule "B" of this Agreement.

## ARTICLE 26: HOLIDAYS

- (a) All regular full-time employees shall receive one (1) day off with full pay on the holidays listed below or any other day proclaimed by the Federal or Provincial Government as a holiday.

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

- (b) When any of the aforementioned holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at the regular rate of pay; such day off to be taken at the discretion of the department head concerned.
- (c) All temporary employees shall receive 4.6% of straight time earnings in each pay period in lieu of statutory holidays.

## ARTICLE 27: ANNUAL VACATIONS

(a) Regular Twelve (12) Month Employees

Every employee who has been on the seniority list for at least one (1) year as at June 30 shall be granted a period of vacation with pay as provided below:

After 1 years' seniority as at June 30	3 weeks
After 7 years' seniority as at June 30	4 weeks
After 15 years' seniority as at June 30	5 weeks
After 20 years' seniority as at June 30	6 weeks
After 21 years' seniority as at June 30	1 additional vacation day per year of service

## ARTICLE 27: ANNUAL VACATIONS (cont'd)

Any employee who has been on the seniority list for less than one (1) year as at June 30 shall be granted vacation with pay at the rate of one and one-quarter (1 1/4) working days for each completed month of seniority but the total allowed shall not exceed fifteen (15) working days.

Vacation entitlement for regular twelve (12) month part-time employees will be based on the amount of the employee's part-time assignment(s) during the preceding school year in which the vacation was being earned.

### (b) Approved Leave of Absence Without Pay

When an employee is on an approved leave of absence without pay, layoff or Long Term Disability, vacation entitlement earned during this period shall be reduced by one-twelfth (1/12) for each month or major portion thereof of such leave.

### (c) Holidays During Vacations

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

### (d) Injured/Sick or Bereavement While on Vacation

When an employee who is on vacation becomes ill or injured and is hospitalized or alternatively is treated at home under a physician's care or experiences a bereavement as outlined under Article 33(d), the employee shall be entitled to use either short-term disability (for all days of hospitalization / home care and subsequent days while under a physician's care and unable to perform the regular or similar duties of the employee's job) or bereavement leave and have that proportion of vacation leave reinstated.

### (e) Vacation Scheduling

Vacations may be arranged by mutual agreement in any month of the year. In the event of conflict in employees' preferences, the choice shall be determined by seniority.

### (f) Regular Ten (10) Month Employees and Temporary Employees

Regular ten (10) month employees and temporary employees on the seniority list shall receive vacation pay each pay period in accordance with the following formula:

	% of bi-weekly earnings
Less than 1 year seniority as at June 30	6%
After 1 year seniority as at June 30	6%
After 7 years' of seniority as at June 30	8%
After 15 years' seniority as at June 30	10%
After 20 years' seniority as at June 30	12%
After 21 or more years' seniority as at June 30	additional 0.4% per year of service

## ARTICLE 27: ANNUAL VACATIONS (cont'd)

### (g) Temporary Employee

Any temporary employee not on the seniority list shall be paid each pay period four percent (4%) of bi-weekly earnings in lieu of vacation.

### (h) Vacation Pay Upon Termination of Employment

An employee terminating employment at any time in the vacation year before the employee has taken vacation shall be entitled to a proportionate payment of wages in lieu of such vacation. When an employee dies, the employee's estate shall be credited with the value of vacation credits owing.

## ARTICLE 28: SHORT TERM DISABILITY PROGRAM

### (a) Rate of Payment

Where a regular employee is unable to work due to illness, disability, quarantine or an accident for which compensation is not payable under the Workers' Compensation Act, the employee shall receive 100% pay for the first six (6) working days' absence in any one year. After the sixth (6<sup>th</sup>) day the employee shall receive 66 2/3% regular pay for a period not to exceed 120 calendar days (excluding July and August for ten (10) month employees) from the first day of the last absence. Employees who use all or part of their six (6) working days in a year shall have the entitlement reinstated in the following year.

### (b) Use of Credits

Sick leave credits accumulated under the former sick leave plan shall be frozen as of June 30, 1987. Employees who have earned such credits shall use their credits to supplement 33 1/3% of a day's accumulated credit to each day of absence, thereby receiving 100% pay to the extent of accumulated credits or 180 calendar days, whichever is the lesser. Credits may not be used while on the long term disability program but will be retained for future use on return to work. All sick leave credits are cancelled upon termination of employment.

### (c) Year

For the purposes of the above clauses, a year is defined as the twelve (12) month period from July 1 to June 30.

### (d) Proof of Illness

An employee may be required to produce a certificate from a duly qualified practitioner for any illness certifying that such employee is unable to carry out assigned duties due to the illness. The Employer shall reimburse costs associated with obtaining a Medical Certificate when required by the Employer and accompanied by a receipt.

## ARTICLE 28: SHORT TERM DISABILITY PROGRAM (cont'd)

### (e) Sick Leave During Absence

Employees shall not be entitled to payment under this Article while on leave without pay, layoff or long term disability.

### (f) Sick Leave Allowance Records

A record of all unused sick leave allowance will be kept by the Employer. The Employer shall advise each regular employee annually of the amount of accumulated sick leave allowance. Any regular employee is to be advised, on application, of the amount of sick leave allowance remaining.

### (g) Joint Early Intervention Service (JEIS)

Eligibility for sick leave requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the Public Education Benefits Trust (PEBT).

### (h) Subrogation

Effective July 25, 2014, when an employee is involved in an accident and as a result is paid sick leave during their absence from work, any designated loss of earnings compensation recovered from an insurer or court award shall be repaid to the District by the employee. The repayment shall not exceed the actual value of sick leave and benefit costs paid by the District during the absence. The sick leave used and repaid by the employee will be reinstated.

## ARTICLE 29: LONG TERM DISABILITY PROGRAM

(a) All regular employees employed one-half time or more shall participate in a mutually agreed long term disability plan. The Employer shall pay the full cost of the required premium.

(b) Persons shall retain employee status while on the long term disability program but shall only be entitled to the following provisions of the Agreement:

- (i) Article 15(d) Seniority During Absence
- (ii) Article 32(a) Pension Plan
- (iii) Article 32(b) Medical Services Plan
- (iv) Article 32(c) Extended Health Plan, Article 32(d) Dental Plan, Article 32(e) Group Life Insurance upon payment of 100% of required premiums, two (2) months in advance and subject to the provisions of the plans.

### ARTICLE 30: SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing the employee's regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the employee's regular salary to a maximum of six (6) months. On expiry of the above six (6) months an employee shall be entitled to maintain benefits under this Agreement, conditions of the benefit plans permitting, by paying both employee and Employer shares. This entitlement shall continue as long as the employee retains status as an employee and shall not prejudice the Employer's review of that status.

Effective July 25, 2014, an employee shall be paid their day's regular wage by the employer on the first day in injury.

### ARTICLE 31: PAYMENT OF WAGES AND ALLOWANCES

#### (a) Creating or Filling a Job

The indication of a job and accompanying wage rate in the Wage Schedule shall not bind the Employer to create or fill any job.

#### (b) Pay Days

The Employer shall pay wages every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages and deductions. Payment shall be made by way of deposit to the employee's financial institution.

#### (c) Pay During Temporary Transfers

An employee substituting on any job performing duties of a higher classification shall receive the rate for the job or the employee's regular rate, whichever is the greater.

#### (d) Automobile Allowance

Employees shall not be required to supply a vehicle to perform their duties as a condition of employment. However, where an employee is requested by the Employer to use a private automobile to carry out assigned duties, the employee shall be paid an allowance equal to the rate payable under current Board policy as amended from time to time, for such mileage incurred as a requirement of the Employer.

Mileage to and from the employee's place of residence shall be payable under this provision if such mileage is incurred when the employee is required by the Employer to use a private automobile to carry out duties during a special "call-out" outside of the employee's regular hours of work.

## ARTICLE 32: BENEFITS

### (a) Pension Plan

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

### (b) Medical Insurance

The Employer shall contribute ninety percent (90%) of the premiums for the Provincial Medical Services Plan for all regular employees. In the case of absence for illness, the Employer contribution will be paid for a maximum of one (1) year from commencement of illness. Thereafter, and for the full period of any other absence, the employee may pay the full premiums through the Employer provided it is permissible under the plan.

### (c) Public Education Benefits Trust (PEBT)

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

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

#### (i) **Dental Plan**

The Employer shall contribute ninety percent (90%) of the regular monthly premiums of a mutually acceptable basic dental plan for all regular employees participating.

#### (ii) **Extended Health Plan**

The Employer shall contribute ninety percent (90%) of the premiums for a recognized Extended Health Benefit Plan for all regular employees. The Extended Health Plan will include BLUE RX.

#### (iii) **Group Life and Accidental Death and Dismemberment Insurance**

Regular employees shall participate in the BCSTA Non-Academic Group Insurance Plan with the Employer paying seventy-five percent (75%) of the regular monthly premiums.

The amount of insurance is two (2) times annual basic wages raised to the next higher even multiple of \$500. Subject to a minimum amount of \$10,000.

### (d) Retirement Benefits

(i) Retirement shall be in accordance with the provisions of the Municipal Pension Plan Rules.

(d) Retirement Benefits (cont'd)

- (ii) Upon retirement of an employee who is contributing under the Municipal Pension Plan Rules, the employee shall receive one (1) week's pay for every year of service with the Board.
- (iii) Upon retirement of an employee who is not contributing under the Municipal Pension Plan Rules, the employee shall be granted one and one-half (1 1/2) days' pay for every month of service with the Employer.
- (iv) Payment of benefits in the preceding two paragraphs of this section is to be based on the rate of pay effective immediately preceding such retirement.
- (v) The benefits provided in this section shall apply only to employees with a minimum of eight (8) years' service with the Employer and shall extend to and include a maximum of twenty (20) years' service.
- (vi) Employees will be deemed to have retired if they resign after having attained age fifty-five (55).
- (vii) In the event of the death of an employee prior to retirement any benefit accrued under this provision shall be paid to those relatives of the employee, if any, who are directly dependent on the employee's salary for their livelihood.

(e) Employee Assistance Program

The Employer shall contribute fifty percent (50%) of the regular monthly premiums for a mutually acceptable employee assistance program. Participation in the program shall be a condition of employment for all regular employees.

(f) Regular Employees – Half-Time or More

Regular employees who are employed on a half-time basis or more shall be eligible for all benefits provided by this Agreement as the conditions of the benefit contracts will permit or as specifically provided in benefit clauses.

ARTICLE 33: LEAVE OF ABSENCE

All leave requests under this Article shall be in writing and shall give reasonable notice to the Employer considering all the circumstances of the leave. In case of emergency the written leave request may be submitted retroactively.

(a) For Union Business

Where permission has been granted to representatives of the Union to leave their employment temporarily to meet with the Employer with respect to negotiations, grievances, safety or labour management matters, they shall suffer no loss of pay for time so spent. When members take leave of absence for Union business, where possible and appropriate, priority will be given to replacements.

(b) Union Conventions

The Employer shall grant leaves of absence without pay to not more than three (3) employees to represent the Union at Union conventions, to attend Union seminars or to carry on other Union business, provided that the total leave per year to any employee shall not exceed forty-five (45) days and provided that adequate replacements are available.

(c) Leave for Union Officers

Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay by the Employer for a period of one (1) year. Such leave shall be renewed each year during the term of office. Seniority shall continue to accrue during such leave. On return to work an employee shall be placed in the employee's former position if possible or a similar position.

The Employer shall grant leave without pay to the President, Vice-President or Secretary-Treasurer of Local 3523 to carry out necessary Union business providing adequate replacements are available.

(d) Bereavement Leave

A regular employee shall be granted a maximum of five (5), if necessary, regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a parent, wife, husband, sister, brother, child, grandchild, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and the birth parent of the employee's birth child. These relations include common-law and step relations. Reasonable leave of absence shall be granted for travel and estate affairs without pay.

(e) Funeral Leave

Up to one (1) day to a maximum of three (3) days per year shall be granted without loss of salary or wages to a regular employee to attend a funeral(s) (including any necessary travel requirements), provided such employee has the approval of the supervisor or department head. An employee is entitled to both Bereavement Leave in accordance with Article 33(d) as well as Funeral Leave in accordance with Article 33(e).

(f) Compassionate Leave

Where a regular employee makes written application for compassionate leave because of serious illness within the employee's family requiring hospitalization or the equivalent to hospitalization, which includes hospice care, assisted care, extended care, palliative care, home care and/or any other care facility and where such leave is approved by the Employer, leave of absence with pay up to a maximum of twelve (12) days per year will be granted. The employee may be required to produce a letter/certificate from a duly qualified medical practitioner as proof of such illness.



(g) Family Illness

In the case of illness of a member of the immediate family as described in Article 33 (d) who resides with the employee and no one other than the employee can provide for the needs of the family member, the employee shall be granted one day's leave with pay for each illness to a maximum of three days per year. This leave shall be deducted from the sick leave under Article 28. The employee may be required to provide a certificate from a duly qualified medical practitioner certifying the illness.

(h) Jury Duty

A regular employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay. The employee shall give proof of such required service and shall pay to the Employer any fees received for such service.

(i) Maternity Leave

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

(j) Supplementary Unemployment Benefit Plan

When a pregnant employee takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Employer shall pay the employee:

- ninety-five percent (95%) of her current salary for the first two weeks of the leave and,
- where the employee is in receipt of Employment Insurance benefits, the difference between ninety-five percent (95%) of her current salary and the amount of EI benefits received by the employee for a further sixteen (16) weeks.

The Employer agrees this article constitutes a Supplemental Unemployment Benefit Plan Agreement required by section 37 of the Employment Insurance Act in respect of such maternity leave payment.

When an employee applies for and is granted under the Employment Insurance Act, compensation for adoption leave for an infant up to and including five (5) years of age, the above provisions shall apply as if it were maternity leave.

This plan covers members of the Non-Teaching Bargaining Unit who qualify for and take leave under Article 33(i) - Maternity Leave. The purpose of the plan is to supplement the Employment Insurance benefits received by the employees during periods of maternity leave. Employees must apply for and be in receipt of employment insurance benefits to receive payments under this plan.

The Plan is financed from the operating funds of the school district and a record of any such payments will be kept separate from regular payroll records.

The Employer will inform Services Canada in writing of any changes to the plan within thirty (30) days of the effective date of the change.

Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.

Payments in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.

(k) General Leave

Provided that adequate replacements are available, the Employer may grant leave of absence with or without pay, for good and sufficient reason acceptable to the Employer. Requests for such leave shall be made in writing. Requests for extended maternity leave or adoption leave will be considered under this clause.

(l) Parental Leave

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

(m) Childbirth Leave

A regular employee shall be granted necessary time with pay to take their spouse or common law partner to a hospital, return them home from hospital, or attend the birth of their child. Such leave shall not exceed one (1) day and may be taken in two (2) half days.

## ARTICLE 34: JOB CLASSIFICATION AND RECLASSIFICATION

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

1. Job Evaluation Committee

- 1.1 The parties shall each appoint three (3) members to the Job Evaluation Committee.
- 1.2 The terms of reference of the Committee shall be as set out in this Letter of Understanding.
- 1.3 The Committee shall meet as required to carry out its tasks. Evaluations of positions under section 2 Evaluations and section 3 Appeal Procedures shall be submitted to the Committee within 6 months and the Committee shall complete

the review within six months of submission under sections 2.1.2, 2.2.1 or 3.1 as the case may be.

- 1.4 Human Resources will ensure the Supervisor/Manager/Director and the incumbent are notified when the Committee is scheduled to review their submission. The Committee may choose to interview them in accordance with item 3.1.
- 1.5 The Committee may request the assistance of a non-voting facilitator(s) to assist them with their deliberations.

## 2. Evaluations

### 2.1 Creating of a new position

- 2.1.1 It is the responsibility of the Employer to prepare a job description whenever a new job is created.
- 2.1.2 The job description shall be referred to the Committee which will determine the appropriate rating and advise the Employer.
- 2.1.3 The Employer shall provide the incumbent of the new position with a copy of the job description and rating upon appointment.
- 2.1.4 If the Committee is unable to establish a rating for a newly created job prior to posting of the position, the Employer may proceed with implementation using an interim rating.

### 2.2 Changes to existing positions

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

- 2.2.1 Upon request the employee shall be provided with an information package to complete which contains the following:

- Current rating for their position for each of the 9 factors in the plan
- Rating descriptions for each of the 9 factors
- Document where the employee can identify and provide justification for each factor they believe should be reviewed by the Joint Job Evaluation Committee.

- 2.2.2 The employee and Supervisor shall review the information package and provide recommendations for revision to accurately reflect the

employee's major assigned duties. The Supervisor/Manager/Director are provided an opportunity to comment on the employee's submission. The employee shall be provided with a copy of those comments.

- 2.2.3 If the Supervisor/Manager/Director does not deem it necessary to ask for a review, then the employee/Union can submit a review through Human Resources.
- 2.2.4 The completed request for a job evaluation review is submitted to Human Resources, who shall place it on the agenda for an upcoming Joint Job Evaluation Committee meeting within the guidelines specified in point 1.3.
- 2.2.5 The Committee shall review and confirm or revise the evaluation ensuring the adequacy of the job description and/or application of the evaluation manual. The Committee may make recommendations to Human Resources for changes to the job description
- 2.2.6 Copies of the Advice of Decision form shall be forwarded to the Employer who may discuss the result with the employee. The employee shall be provided with a copy of the Advice of Decision form.
- 2.2.7 If either the employee, the Union or the Employer does not agree, the decision may be challenged through the appeal procedures as outlined.
- 2.2.8 When a job description and evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the Request for Review form was completed.
- 2.2.9 Any employee affected by downward adjustment shall be red-circled as of the date in 2.2.8 above.

### 3. Appeal Procedures

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

Steps in the Appeal Procedure are as follows:

- 3.1 When there is a concern that the job description is inadequate or the rating is incorrect, it shall be referred to the Job Evaluation Committee, who may discuss the matter with the incumbent, the Employer and anyone else the Committee wishes to interview. Concerns should be referred to the Committee as soon as possible after they become apparent.
- 3.2 If the Committee agrees to a change in the evaluation, it shall be revised and implemented accordingly.

## ARTICLE 34: JOB CLASSIFICATION AND RECLASSIFICATION (cont'd)

- 3.3 If the Committee does not agree that a discrepancy exists, the Committee will so advise the parties.
  - 3.4 If the parties involved do not accept the Committee's decision, they may pursue the matter through the arbitration process.
  - 3.5 When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 2.2.8.
4. Arbitration Procedures
- 4.1 When agreement cannot be reached in the Committee on matters involving the accuracy of job descriptions and evaluations and/or the interpretation and application of the job evaluation rating manual, the matter shall be referred to the President of the Union (or designate) and the Director of Human Resources (or designate), who will meet and attempt to resolve the issue.
  - 4.2 If a resolve cannot be achieved in 4.1, the parties shall refer the issue to a mutually agreed upon mediator.
  - 4.3 Where mediation is unsuccessful, the matter may be referred to arbitration.
  - 4.4 The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and Employer. Should there not be agreement, Article 19 shall apply.
5. General Maintenance Procedures
- The Committee shall:
- 5.1 Review and recommend revisions to the evaluation manual, forms and procedures as deemed necessary.
  - 5.2 Every three years or otherwise, as deemed necessary, review the rating of a sampling of jobs selected by the Committee for the purpose of ensuring that relativity is being maintained.

## ARTICLE 35: VIDEO DISPLAY TERMINALS

When employees are required to monitor video display terminals which use cathode ray tubes, then:

- (a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and, after six (6)

months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

- (b) Employees who are required to operate VDTs on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement.
- (c)
  - (i) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
  - (ii) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available, she shall be reassigned to such work and paid at her regular rate of pay.
  - (iii) Where work reassignment in (ii) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health and group life, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
  - (i) have adjustable keyboards and screens;
  - (ii) meet radiation emission standards established by the Ministry of Labour.

#### ARTICLE 36: GENERAL CONDITIONS

(a) Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and keep their clothes.

(b) Bulletin Boards

The Employer shall provide bulletin boards in all shops and offices upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such bulletin boards shall be placed in a prominent place for all employees to see.

(c) Fire Insurance

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

## ARTICLE 36: GENERAL CONDITIONS (cont'd)

### (d) Automobile Insurance

The Board will pay one hundred (100%) percent of the deductible portion (to a maximum of five hundred dollars (\$500.00) of a damage claim to an employee's motor vehicle which has been vandalized during work hours or at an approved school function.

Before payment is made, the employee must provide the Board with the police case number for the incident and proof that repairs have been carried out.

### (e) Strike at Employer's Premises

Employees shall not be required to cross picket lines established at the premises of the Employer or at firms with whom the Employer conducts business. However, essential services shall be maintained.

### (f) Instructional Courses

The Employer agrees to pay the full cost of any course of instruction required by the Employer to better qualify an employee to perform the employee's job.

In-service training shall be provided at least once each school year to all employees. In-service training may include District workshops, out-of-district workshops, college courses, on the job training and individualized and group training programs.

The subject matter and timing shall be determined by the Employer in consultation with the Union and shall not interfere with the regular operation of the school district.

### (g) Clothing Allowance

All non-clerical employees, upon becoming regular employees, shall be paid a \$150 clothing allowance. Thereafter, all non-clerical regular employees shall receive a clothing allowance of \$150 paid on February 1<sup>st</sup> of each school year.

CEA's who are required to participate in a regular swimming or pool based program with a student, as specified in the student's I.E.P., will receive an annual swimsuit allowance of forty (\$40) upon presentation of a receipt.

### (h) Collective Agreement

The cost of printing the collective agreement in booklet form shall be equally shared by both parties.

Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.

## ARTICLE 37: PRESENT CONDITIONS AND BENEFITS

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

## ARTICLE 38: SERVICE IMPROVEMENT ALLOCATION FUND

The Employer and the Union agree that commencing July 1, 2020, the \$291,898.94 Service Improvement Allocation Fund (SIA) provided for in the 2019-2022 Provincial Framework Agreement for support workers in School District 23 will be administered by the Labour Management Committee and the fund will be used as follows:

- 1) Pay one (1) additional hour of pay per month to all regular and temporary Certified Education Assistants (CEA) for attendance at staff meetings (attendance is voluntary).
- 2) A labour market increase for all regular and temporary CEA's who are required to provide tube feeding and/or enter a washroom with a student. These CEA's will be paid an increase of eighty-four cents (\$0.84) per hour.
- 3) Provide a labour market increase for all regular and temporary Signing Interpreters of forty cents (\$0.40) per hour.
- 4) Provide a labour market increase of one dollar (\$1.00) per hour for all regular and temporary positions as follows:
  - 5 – Heavy Duty Mechanic – 1138
  - 1 – Mechanical Co-ordinator – 1338
  - 14 – Hardware Software Technicians – 1250:
    - a) 9 – Field Service
    - b) 1 – Help Desk
    - c) 1 – Systems Integration Specialist
    - d) 1 – MDM / iPad
    - e) 2 – Data Center Infrastructure Network
  - 1 – Data Analyst – 1251
  - 4 – Technology Coordinators – 1452
    - a) 1 – Computer Data Analyst/Enterprise System Integration Coordinator
    - b) 1 – Computer Field Services Technology Coordinator
    - c) 1 – Computer Enterprise Network Infrastructure Coordinator
    - d) 1 – Administrative Services Coordinator
- 5) Provide a labour market increase of forty cents (\$.40) per hour for each regular and temporary Day Custodian.



6) Provide a labour market increase of forty cents (\$.40) per hour to all Bus Drivers.

All remaining funds will be placed in a Pro-D In-Service Fund for any/all CUPE 3523 employees to use for professional development opportunities that are not currently requirements of the District. These monies will be used to pay for the cost of the professional development courses and materials.

The Employer is under no obligation to expend more than the total yearly SIA Fund allotment of \$291,898.94 provided for by the Provincial Framework Agreement.

NOTE: Should the pay grade of any position outlined in the SIA Fund Agreement be increased as a result of job evaluation, the labour market increases as outlined in the SIA Fund Agreement will be in addition to any job evaluated pay grade increases.

#### ARTICLE 39: TERM OF AGREEMENT

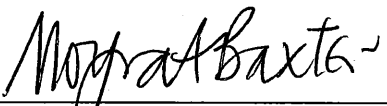
This Agreement, unless changed by mutual consent of both parties hereto, shall remain in effect for three (3) years commencing July 1, 2019 through the period ending June 30, 2022, but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other party during the four (4) month period immediately preceding June 30, 2022. If no such notice is given, this Agreement shall remain in effect from year to year until termination by either party upon notice in writing to the other party during the four (4) month period immediately preceding the 30th day of June in any one year. If no agreement is concluded at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in effect up to the time a subsequent agreement is reached or until negotiations are discontinued by either party.

The operation of Section 50(2) of the Labour Relations Code is specifically excluded from this Agreement.

**IN WITNESS WHEREOF** both parties hereto have executed this Agreement.

SIGNED this \_\_\_\_ day of January, 2021.

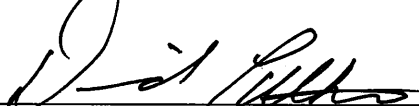
SIGNED FOR THE BOARD:

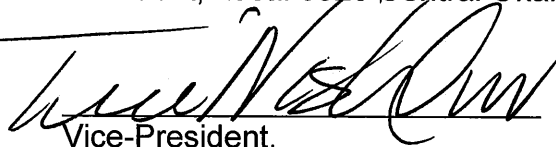
  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Secretary-Treasurer

  
\_\_\_\_\_  
Superintendent of Schools/CEO

SIGNED FOR THE UNION:

  
\_\_\_\_\_  
President, Local 3523 Central Okanagan

  
\_\_\_\_\_  
Vice-President,  
Local 3523 Central Okanagan

  
\_\_\_\_\_  
National Representative

**Schedule "A" – Wage Schedule**

July 1, 2019 to June 30, 2022

Pay Grade	Job Code and Title		July 1/19	July 1/20	July 1/21
			Job Rate	Job Rate	Job Rate
SUMSTU		Student Labour Rate	19.91	20.31	20.72
1	0187	Crosswalk Supervisor	19.75	20.14	20.55
2	0201	Library Assistant	20.64	21.05	21.47
	0204	Textbook Library Assistant			
3	0302	Laminating Clerk	21.51	21.94	22.38
	0380	Student Supervisor			
	0381	Student Supervisor- Special Needs			
	0382	Student Supervisor- Temp			
	0383	Student Supervisor- Spare			
4	0401	School Clerk-Typist	22.39	22.83	23.29
	0402	International Ed/Welcome Centre Clerk-Typist			
	0403	Purchasing Clerk			
	0405	Admin Office Receptionist			
	0406	Operations Clerk- Typist			
	0407	Health and Safety Clerk			
	0413	Machine Operator/Print Production			
	0414	Human Resources Clerk			
	0420	Custodian			
	0421	Relief Custodian			
	0422	Custodian (SIA)	22.39	23.23	23.70
	0425	Utility Grounds Worker/Labourer	22.39	22.83	23.29
	0426	Utility Grounds Worker/Playground Inspection Certificate			
	0427	Utility Grounds Worker (Class 3)			
	0430	Furniture Repair Person			
5	0485	Meal Program Co-ordinator			
	0486	Kitchen/Cafeteria Assistant			
	0487	Culinary Assistant			
	0491	Warehouser			
	0502	Student Support Services Resource Secretary	23.25	23.72	24.19
	0504	Resource Centre Clerk			
6	0507	Central Stores Clerk/Receiver Shipper			
	0510	Computer Admin Secretary			
	0512	Career Prep School Secretary			
	0528	Pick-up & Delivery Person			
7	0601	Indigenous Education Secretary	24.13	24.61	25.11
	0604	Accounts Clerk - School			
	0605	Operations Accounting Clerk			
	0606	District Accounts Clerk			
	0609	Accounts Payable Clerk			
	0612	District Career Program Secretary			
	0660	Operations Clerk-Typist (Transportation)			
	0670	CEA			
7	0690	Senior Warehouser			
	0703	HR/WorksafeBC Claims Clerk	24.99	25.49	26.00
	0707	Purchasing Assistant			
	0708	Staff Dispatcher			
	0709	Learning Technology Assistant			
	0725	Grounds/Operator			
	0731	Maintenance Worker-Irrigation			
	0739*	Painter	28.35	28.92	29.49
	0777	Settlement Workers in Schools (SWIS)	24.99	25.49	26.00
	0793	District Learning Centre Facilitator			

Pay Grade	Job Code and Title		July 1/19	July 1/20	July 1/21
			Job Rate	Job Rate	Job Rate
8	0801	Payroll Clerk	25.89	26.41	26.94
	0806	Financial Data Facilitator			
	0811	ILT and Learning Services Secretary			
	0814	Human Resources Clerk			
	0820	Head Custodian, Supervision			
	0851	Electronics Service Technician			
	0854	Software Support/Applications Trainer			
	0871	CEA - Personal			
	0872	CEA - Medical			
	0873	CEA - Braille			
	0874	CEA - Deaf/Blind Intervenor			
	0875	Strong Start Facilitator			
	0885	Indigenous Student Advocate			
	0886	Indigenous Advocate - Language Instructor			
	0887	Indigenous Advocate - Cultural Presenter			
	0892	Community Partnership Facilitator (Career Programs)			
9	0901	Payroll Clerk Lead	26.75	27.28	27.83
	0911	Elementary Admin Secretary			
	0914	Human Resources			
	0916	Operations Secretary			
	0917	District Educational Admin Secretary			
	0918	Dual Credit Administrative Assistant			
	0930*	<b>Floor Covering Installer</b>	30.11	30.72	31.33
	0951	Audiovisual Production Technician	26.75	27.28	27.83
	0960	Bus Driver (SIA)	26.75	27.68	28.23
	0960	Bus Driver	26.75	27.28	27.83
	0961	Bus Driver, Special Needs (SIA)	26.75	27.68	28.23
	0961	Bus Driver, Special Needs	26.75	27.28	27.83
	0975S	Signing Interpreter/Visual Language Interpreter (SIA)	26.75	27.68	28.23
	0975	Signing Interpreter/Visual Language Interpreter	26.75	27.28	27.83
	0977	ASL Instructor			
	0992	Indigenous Cultural Facilitator			
10	1010	Secondary Admin Secretary	27.64	28.19	28.75
	1009	International Education Program Secretary			
	1012	Coordinator Custodial Services			
	1013	Finance Assistant			
	1014	Human Resources/Worksafe BC Appeals Clerk			
	1016	Student Support Services Dept. Admin Secretary			
	1026*	<b>Landscape Horticulturist</b>	31.00	31.62	32.25
	1027*	<b>Landscape Horticul/Arborist</b>			
	1030*	<b>Carpenter</b>	31.67	32.30	32.95
	1060	Bus Driver Trainer (SIA)	27.64	28.59	29.16
	1060	Bus Driver Trainer	27.64	28.19	28.75
	1062	Data Services Facilitator - Transportation			
	1076	Relief /Coordinator Signing Interpreter			
	1093	Forestry Assistant			
11	1111	Secondary Admin Secretary -KSS/RSS/MBSS/OKM	28.49	29.06	29.64
	1129*	<b>Glazier</b>	31.85	32.49	33.14
	1130*	<b>Joiner/Cabinetmaker</b>	32.57	33.22	33.88
	1131*	<b>Glazier/Carpenter</b>	31.85	32.49	33.14
	1132*	<b>Electrician (No FSR Cert)</b>			
	1133*	<b>Plumb, Heat Gas Tradesperson B</b>			
	1134*	<b>Refrigeration Mechanic (HVAC)</b>			
	1135*	<b>Welder</b>			
	1136*	<b>Millwright</b>			
	1137*	<b>Brick Mason</b>			
	1138*	<b>Mechanic (SIA)</b>	31.85	33.49	34.16
	1138*	<b>Mechanic</b>	31.85	32.49	33.14
	1139*	<b>Locksmith Carpenter</b>	32.57	33.22	33.88
	1140	Electronics Technician	28.49	29.06	29.64
	1145	Data Services Facilitator (Student Info Systems)			
	1170	Traffic Safety Officer			

Pay Grade	Job Code and Title		July 1/19	July 1/20	July 1/21
			Job Rate	Job Rate	Job Rate
12	1201	Payroll Coordinator	29.38	29.97	30.57
	1225	Zone Coordinator-Grounds	32.74	33.40	34.06
	1231*	Glazier Locksmith			
	1232*	Electrician - (With FSR Cert)			
	1233*	Plumbing, Heating Gas Fitter 'A' - Heating Mechanic			
	1239*	Zone Coordinator-Painting			
	1240*	Electronics/Electrical Technician			
	1250	Hardware/Software Technician (SIA)	29.38	30.97	31.59
	1250	Hardware/Software Technician	29.38	29.97	30.57
	1251	Data Analyst (SIA)	29.38	30.97	31.59
13	1251	Data Analyst	29.38	29.97	30.57
	1285	Indigenous Youth Wellness Worker			
	1330*	Zone Coordinator-Carpentry	34.31	35.00	35.70
	1338*	Mechanical Coordinator (SIA)	33.60	35.27	35.98
14	1338*	Mechanical Coordinator	33.60	34.27	34.96
	1432*	Zone Coordinator Electrician-(With FSR Cert)	34.48	35.17	35.87
	1433*	Zone Coordinator-Plumbing/Heating/Gas Fitter			
	1452	Computer Data Analyst/Enterprise System Integrat Coordinator (SIA)	31.12	32.74	33.39
	1452	Computer Data Analyst/Enterprise System Integrat Coordinator	31.12	31.74	32.38
	1452	Computer Field Services Technology Coordinator (SIA)	31.12	32.74	33.39
	1452	Computer Field Services Technology Coordinator	31.12	31.74	32.38

\* **Trades and Apprentice Support Adjustment**, arising from the BCPSEA LOU for the 2006-2010 Collective Agreement for trades positions approved by the provincial Support Staff Education and Adjustment Committee.

## Schedule A (continued)

### **Labour Market Adjustments**

For the periods of time approved by the Support Staff Education and Adjustment Committee (SSEAC), the following job classifications will be paid a Labour Market Adjustment (LMA) as specified below:

Job Code and Title	July 1, 2014	July 25, 2014
1030 - Carpenter	\$0.74 per hour	\$0.59 per hour
1130 – Joiner/Cabinet Maker	\$0.76 per hour	\$0.61 per hour
1139 – Locksmith/Carpenter	\$0.74 per hour	\$0.59 per hour
1330 - Zone Coordinator – Carpentry	\$0.76 per hour	\$0.61 per hour

### **Pay Equity**

The above rates constitute the target rates once the pay equity/job evaluation plan is fully implemented. Appendix 1, the Pay Equity Implementation Agreement, dated November 8, 2000 contains the details of that implementation.

### **Leadhand**

Leadhands shall receive one dollar (\$1.00) above their regular rate of pay. A Leadhand must be designated by the Superintendent or delegate. An employee shall not be considered as responsible for employees working with the employee unless the employee is designated as the Leadhand.

### **Deputy in Charge**

There shall be appointed in the Kelowna Senior Secondary School on both the afternoon and graveyard shift a deputy in charge who shall be paid \$20.00 bi-weekly in addition to the regular rate of pay.

### **Easy Way Finish Applicator Premium**

Custodians who operate the Easy Way Finish Applicator shall receive a premium of thirty (30) cents per hour for each hour of such operation.

## **SCHEDULE "B"**

This Schedule is written pursuant to Article 23(b) of the Agreement and any changes in the Schedule shall be determined by the Employer only after consultation with the Union.

### **Shifts**

There shall, if required, be a weekend shift established for relief custodian work. Their days off shall be considered as Saturday and Sunday for the purpose of overtime. Their work week shall be five (5) consecutive days.

### **Custodian Full-Time Hours:**

24-Hour Coverage	11:00 p.m. - 7:00 a.m. 7:00 a.m. - 3:00 p.m. 3:00 p.m. - 11:00 p.m.
Graveyard Shift	11:00 p.m. - 7:00 a.m.
Day Shift	7:00 a.m. - 3:00 p.m.
Afternoon Shift	3:00 p.m. - 11:00 p.m.
Split Shifts	Split shifts to be arranged to work Board assigned hours within a twelve (12) hour period.

(Custodian hours include one-half [1/2] hour paid lunch.)

**Bus Driver Hours**                      To be arranged according to requirements of the route and other duties, but in no event to extend over a period longer than twelve (12) hours.

### **NOTE:**

Bus driving shall be considered as four (4) hours per day whether or not actual driving time amounts to this number of hours; however, any bus driver may be regularly assigned to a driving schedule of four and one-half (4 1/2), five (5), five and one-half (5 1/2), six (6), six and one-half (6 1/2), seven (7), seven and one-half (7 1/2) or eight (8) hours per day provided the Employer's notice of intention to change the regular schedule is given to the employee not less than one (1) week prior to the effective date of the new schedule.

### **Transportation Mechanic Hours**

Early Shift	6:00 a.m. - 2:30 p.m.
Regular Shift	8:00 a.m. - 4:30 p.m.

**Maintenance Employee Hours** 7:00 a.m. - 3:30 p.m.  
(1/2 hour unpaid lunch)

**Office and School Based Employee Hours**

Shifts to be arranged to work Board assigned hours between the hours of 7:00 a.m. and 5:00 p.m. with at least a one-half (1/2) hour unpaid lunch.

**July and August - All Employees:**

Day shifts commencing between 7:00 a.m. and 8:30 a.m. as scheduled by the Supervisor with at least a one-half (1/2) hour unpaid lunch.

Lunch Periods

Lunch periods shall be provided only where the shift exceeds four hours.

**The following provisions shall only be changed with the agreement of the Union:**

- **Bus Drivers – Regular Hours**

The Employer will not, without the Union's concurrence, extend temporarily a driver's regular hours of work simply to eliminate the payment of overtime on such as field trips or other non-scheduled trips. The term "temporary" shall be considered as a period of time less than one school semester.

- **Bus Drivers – Sports Events**

1. The driver will automatically be on lay-off on the days for which no sports are scheduled.
2. All hours worked up to eight hours on a shift will be paid at straight time.
3. All hours worked beyond an eight-hour shift will be paid at the appropriate overtime rate according to the current Collective Agreement.
4. The driver will be on call, according to seniority, for relief work on the days for which no sports are scheduled.

- **Bus Driving Hours**

1. Where a change in hours by way of an increase or a decrease of not less than one-half hour per day occurs, the affected employee shall be entitled to the one (1) week notice referred to in the note within this Schedule.
2. Where a decrease in hours exceeds one-half hour per day, the affected employee shall be entitled to exercise bumping rights in accordance with Article 16(d).



3. Increases in hours of any amount shall not be subject to posting but shall be retained by the incumbent.
4. Each driver shall be advised by letter in August of each year, of the hours regularly scheduled for that driver's route for the coming school year.
5. Required qualifications for certain routes may include the requirement to be resident in the general geographic location of the route, in order that the bus may be parked at the driver's residence.

- Settlement Workers

Given the unique nature of the Settlement Worker position, Settlement Workers' start and stop times may vary from time to time within the hours of 8:00 a.m. and 8:00 p.m.

- Traffic Safety Officer

Given the unique nature of the Traffic Safety Officer position, the Traffic Safety Officer may be required to work split shifts periodically. However, in no event are the Traffic Safety Officer's hours to extend over a period longer than twelve (12) hours.

- Interpreters

Interpreters shall receive one (1) week's notice of any shift change required for bona fide reasons based on providing services to the designated student. Should an Interpreter agree to return to work for an event, they will be paid a minimum of two (2) hours at overtime rates (time and one half) and shall be paid from the time they leave their home to report for work until they arrive back upon proceeding directly from work. Should he/she work beyond two (2) hours, the time beyond two (2) hours will be paid at double time.

- Aboriginal Student Advocates

Given the unique nature of the position of Aboriginal Student Advocate, employees in this position will be able to exercise their professional judgment and alter their normal work schedule. It is expected their daily work hours will be consecutive and will fall between 7:00 a.m. and 6:00 p.m. Monday through Friday.

- Rescheduling Hours of Work

The employer agrees it will provide employees with a minimum of five (5) working days' notice prior to implementing a shift change and will copy the Union on all notices. This notice may be given in writing or via email, except those shift changes which arise from a CEA's requirement to attend an IEP, which may be given verbally, and for which no notice need be provided to the Union. The parties agree that no shift change notice is required for the Settlement Worker or Traffic Safety Officer positions.

The parties agree that, on occasion, a shift change may result in an employee working beyond 5 p.m. and, in such an event, that employee will not be compensated at overtime rates provided the employee does not exceed his or her normal daily hours of work. For purposes of this clause, "on occasion" shall mean a maximum of six (6) times per year.

## APPENDIX 1

### Pay Equity Implementation Agreement (Revised) between School District No. 23 (Central Okanagan) and CUPE Local 3523

The parties to this revised pay equity implementation agreement had previously agreed to a job evaluation plan with banding that had received initial approval of the Public Sector Employers Council. The implementation of the Job Evaluation program was funded by PSEC as per the PSEC guidelines and Pay Equity Regulations.

In January of 2000 the parties as a result of the signing of the Interim Accord on January 24, 2000 agreed to a Pay Equity Review.

The Pay Equity Review section is reproduced below for clarity.

The parties agree that pay equity is intended to address systemic, gender based wage discrimination experienced by female employees, but ***is not intended to prejudice the interests of male employees.***

The Parties agree that the implementation of Pay Equity Plans must be based on principles of fairness, consistency and equity across the sector. To this end, they also agree to the appointment of a two-person panel to review, in detail, all the pay equity implementation plans in the K-12 sector for consistent application of the above principles.

The Union and the Employer shall meet within 5 days to agree on a terms of reference of the review and the panel nominees. The review shall be completed within 30 days of the signing of this interim accord and the panels report and recommendations shall be incorporated into the final Accord.

In the interim, until the review is completed, the Parties agree that implementation agreements for pay equity plans not yet approved by PSEC will not include red-circling of incumbents.

This review was completed in early March of 2000 and as a result the agreement between SD 23 and CUPE Local 3523 was identified as one of the agreements that might not be consistent with the principles outlined in the Interim Accord.

To that end the parties to this agreement have met and reviewed the previous agreement and as a result have addressed changes in that agreement as follows:

The parties agreed on February 13, 2001 to change the wage schedule by adopting the rates of pay shown in Appendix "A" of the July 1/97 to June 30/03 Collective Agreement as amended and revised for costing purposes November 6, 2000.

This will provide new male and female wage lines based upon the following criteria.

1. Minimum Points – 250      Maximum Points – 775.
2. Band Width – 40 points.
3. Minimum Target rate - \$14.79 (1995/96 rates).
4. Differential between pay bands - \$.71.
5. Number of pay bands – 14.
6. Includes noon hour supervisor, noon hour supervisor special education, and crossing guards who are regularly scheduled employees.
7. Total cost of this agreement is 9.47% of CUPE payroll.
  - a) Male cost is 1.94% to raise the males to the appropriate rates
  - b) Male cost includes the cost of grandparenting incumbents at the collective agreement rate where the rate would be less in a full JE implementation.
8. Weights – the weighted point values agreed to are:

Factor	1	2	3	4	5	6	7	8
Con	20	40	60	80	100			
Ed	21	43	64	86	107	129	150	
Err	20	40	60	80	100			
Exp	19	38	56	75	94	113	131	150
Hum	8	17	25	33	42	50		
Judge	25	50	75	100	125	150		
PD	20	40	60	80	100			
SD	20	40	60	80	100			
WC	20	40	60	80	100			

9. Job Ratings – total points assigned to each classification are shown in Appendix "B" of the July 1/97 to June 30/03 Collective Agreement.
10. Pay Equity Calculations are shown in Appendix "C" of the July 1/97 to June 30/03 Collective Agreement. The cost of Pay Equity is 7.96%. However, the cost of female adjustments in this agreement are equal to  $9.47\% - 1.94\% = 7.53\%$ .

In addition to the revised pay plan that was developed in order to attain the principles of fairness, consistency and equity across the sector the parties have agreed to reallocate a

portion of monies paid out of wage increases in 1994 and 1996 to male dominated jobs to ensure the full implementation of both the pay equity portion and of the banding scenario at the same time.

This reallocation is done without cost to SD 23 as it simply reallocates monies within the current pay plan to the new pay plan.

Pay Equity adjustments shall be made as follows:

April 1, 2000 - a fraction of the difference between the current rate and the target rate (subject to receipt of government funding)

April 1, 2001 - a fraction of the difference between the current rate and the target rate (subject to receipt of government funding)

April 1, 2002 - a fraction of the difference between the current rate and the target rate (subject to receipt of government funding)

April 1, 2003 – the remaining difference between the current rate and the target rate (subject to receipt of government funding)

The parties have further agreed to apply for the remainder of the 1% pay equity funding (year 3) from April 1, 1999 that was not used in the previous pay equity program. This will be applied as part of the April 1, 2000 anticipated adjustments.

Employees who move involuntarily by reason of layoff (including being bumped) or who are recalled to a former position shall receive one of the following rates:

- Where There is One Current Rate of Pay

If the employee's rate before the move equals or is less than the current rate of the new position to which the employee is moving then the employee receives the new current rate; otherwise, the employee receives the target rate.

- Where There are Two Current Rates of Pay

If the employee's rate before the move equals or is less than the lower current rate for the new position to which the employee is moving, then the employee receives the new lower current rate; otherwise, the employee receives the new higher current rate OR if the employee's rate before the move is greater than the new higher current rate, then the employee receives the new target rate.

Employees who move voluntarily to a position of a different number by way of posting shall receive the current rate for the position to which they post.

Employees who move to another position of the same job number retain their current rate.

The parties have agreed that they will participate in a mutually agreed training program regarding job evaluation/pay equity maintenance.

Finally the parties have agreed to address the matter of grandparenting/red-circling as follows:

- All employees shall receive the current negotiated rate for their position except for those employees who are deemed to be red-circled.
- Those red-circled employees will be grandparented and will receive any current or future wage increases as long as they remain in a job identified by the same job number or until the current rate equals or exceeds the red-circled rate.
- Current rate for the purpose of this agreement means the negotiated rate in effect on the date of implementation of a rate change (through negotiated rate increases or pay equity/job evaluation adjustments) or the rate in effect on the date of a grandparented employee's new assignment.

Signed this 8<sup>th</sup> day of November, 2000

For the Union

"W.A. Zeman"

"Ron W. Goffic"

For the School District

"Alan W. Akehurst"

## INDEX

<b>Letters of Understanding</b>	<b>Page No.</b>
LOU 1: Indigenous Student Advocates – Work Locations on Postings .....	55
LOU 2: Alternate Year for 10 Month Employees .....	56
LOU 3: Automobile Allowance - Posted Relief Custodians .....	58
LOU 4: Bus Drivers – Assignment of Extra Runs .....	59
LOU 5: Busettes & Rented Vehicles .....	64
LOU 6: Certified Education Assistant (CEA) – Posting and Bumping .....	65
LOU 7: Computer Information Systems Cooperative Work Program .....	69
LOU 8: Custodial Training Program.....	70
LOU 9: Deferred Salary Leave Plan .....	72
LOU 10: District Health and Safety Advisory Committee.....	73
LOU 11: General Leave - Long Term (exceeding 60 days).....	76
LOU 12: Provincial Accord re School Year Layoffs .....	79
LOU 13: Secondary School Apprenticeship Program.....	80
LOU 14: Strong Start Coordinator .....	82
LOU 15: Subcontracting (Article 11) - Consultation Process .....	86
LOU 16: Supervisors and Crossing Guards .....	92
LOU 17: Temporary Project Work .....	93
LOU 18: Training/Professional Development and In-Service .....	94
 <b>Letters of Reference</b>	
Letter of Reference - BCPSEA Letter of Understanding.....	97

## LETTER OF UNDERSTANDING #1

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE:

WORK LOCATIONS ON POSTINGS: INDIGENOUS STUDENT  
ADVOCATES

The parties recognize the importance of maintaining continuity of relationships between Indigenous Student Advocates and their students.

For Indigenous Student Advocates, job postings will identify the Zone as below and the school(s) the employee will initially be assigned to. Zones will be identified as follows:

- Westside Zone: All schools that feed into MBSS
- Central Zone: All schools that feed into KSS or OKM, plus Central School
- North Zone: All schools that feed into RSS or GESS

If changes in assignment are required during the school year, every effort will be made to keep Advocates in their Zone.

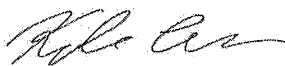
Prior to the start of each school year, the District and the Union will consult with existing Advocates to determine if any are interested in changing Zones to fill vacancies. Appointment will be by seniority. Any new Advocates hired by the District after this process will be assigned to the Zone where the resulting vacancy exists.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 26, 2019.

Signed at Kelowna, B.C. this 26<sup>th</sup> day of November, 2019.

FOR THE EMPLOYER:

FOR THE UNION:



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan



## LETTER OF UNDERSTANDING #2

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE:

ALTERNATE YEAR FOR 10 MONTH EMPLOYEES

Where the School District may benefit from ten (10) month employees working an alternate year schedule, the following guidelines shall apply.

1. The alternate ten (10) month schedule shall run from July 1<sup>st</sup> to June 30<sup>th</sup> with the months of January and February for regularly scheduled layoff.
2. Usual layoffs for Christmas and spring breaks shall apply, but spring break for individual employees may be rescheduled to begin the first week of March at the employer's discretion. Advance notice shall be given.
3. Extensions of work may be offered by the employer during all layoff periods.
4. All applicable collective agreement articles and benefits for ten (10) month employees shall apply to these positions.
5. Such employees shall be eligible for inclusion on relief lists during layoff periods assuming necessary qualifications.
6. The Union shall be consulted in the selection of positions falling under this Letter of Understanding. (see Appendix "A" as attached)

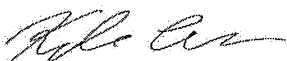
This Letter of Understanding is subject to yearly review and renewal by mutual agreement of the parties on or before March 30<sup>th</sup> for the following school year (July 1 to June 30).

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 26, 2019.

Signed at Kelowna, B.C. this 26<sup>th</sup> day of November, 2019.

FOR THE EMPLOYER:

FOR THE UNION:



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

**APPENDIX "A"**  
**ALTERNATE YEAR FOR 10 MONTH EMPLOYEES**

**(LETTER OF UNDERSTANDING) – Consultation Process**

The agreed upon positions under this Letter of Understanding shall be:

- One (1) Grounds Operator

This appendix is subject to renewal by the parties on a yearly basis.

### LETTER OF UNDERSTANDING #3

BETWEEN: THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE: AUTOMOBILE ALLOWANCE – POSTED RELIEF CUSTODIANS

Relief custodians will be paid an automobile allowance, at the rate specified in the Collective Agreement. Mileage is to be paid from the closest school to the Posted District Relief Custodian's home to the school assigned.

It is agreed that the relief custodian is not required to drive to the closest school from the roadway on the way to and from his assigned school, but that the distance (from the closest school to the roadway and returning to the closest school) should be included in the mileage claim.

Example 1:

A relief custodian who lives in Penticton and works out of Mt. Boucherie would be paid mileage from Peachland Elementary to Mt. Boucherie, and from Mt. Boucherie to Peachland Elementary, as well as any mileage for assigned work during the day such as travel from Mt. Boucherie to Glenrosa Middle School if work was required at GMS during the day. Mileage calculation would then conclude at Peachland Elementary at the end of the work day. The custodian, on his/her way from Penticton to Mt. Boucherie, would not be required to drive from the highway to and from Peachland Elementary – the actual mileage from Peachland Elementary to Mt. Boucherie would be claimed, and mileage to and from the highway to Peachland Elementary would be added to the calculation.

Example 2:

A relief custodian who lives in Vernon and works out of George Elliot would be paid from the closest school to the posting applicant's home (Oyama Elementary) to the school assigned for the relief position (e.g.: George Elliot Secondary) on the way to work, and then from the assigned school to Oyama Elementary on the way home. It is agreed that the relief custodian is not required to drive to Oyama Elementary from the highway on the way to and from his assigned school, but that the distance of 1 kilometer (the distance from the highway to Oyama Elementary) should be included in the mileage claim (e.g.: the actual distance from Oyama Elementary to George Elliot Secondary will be claimed).

It is agreed that for any travel between locations during the work day, mileage will be paid in full.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 26, 2019.

Signed at Kelowna, B.C. this 26th day of November, 2019.



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

**LETTER OF UNDERSTANDING #4**

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3523 CENTRAL OKANAGAN**

**RE: Section 104, Case No. 60686/IOR  
Grievance Promissory Estoppel / Assignment of Extra Runs**

The above noted case/grievance is settled on the following basis:

5. Mediator Mark Atkinson will remain seized to deal with any issue arising out of this agreement.

Signed at Kelowna, B.C. this 20th day of May, 2010.

"Jim Colquhoun"

Jim Colquhoun  
Director of Human Resources -  
Labour Relations  
SD No. 23 (Central Okanagan)

"W.A. Zeman"

W.A. Zeman, President  
CUPE Local 3523

## **Appendix A**

### **August 9, 2004 Memo from John Simmons, Transportation Coordinator, regarding Distribution of Field Trips**

#### **NEW ASSIGNMENT OF WORK IN THE TRANSPORTATION DEPARTMENT**

##### **Definitions**

- a) **Field studies assignment:** Field trip
- b) **Work:** field studies assignment and sport trips
- c) **OT:** Overtime (1.5x and 2x hours)
- d) **Regular driver:** A regular employee as per Article 14(a)
- e) **Temporary driver:** A driver who posts into a temporary vacancy for the duration of a drivers' leave of absence {over 8 weeks – see Article 17(b)(i)}
- f) **Spare driver:** See Article 14(b)
- g) **Bus route:** A schedule of pick up and drop off locations from bus pick up to bus drop off on any given day
- h) **Bus run:** The period of time within a bus route where all students assigned to that bus route are on the bus from initial pick up to final drop off
- i) **Hire date:** Original date of commencing work (First paid day of training)

##### **General**

- a) The Union will be provided with monthly/annual reports for information purposes. These reports will include but are not limited to: amount of OT hours every driver has accumulated/declined, what route every driver is assigned to, all time blocks assigned to each bus route and a list of all spare drivers.
- b) These reports will be forwarded to the Union and drivers on a monthly/annual basis in electronic form.
- c) Complaints with respect to assignment of OT hours shall be directed to the Transportation Manager and copied to the Union.
- d) Spare drivers will only be assigned field studies if a regular or temporary driver is not available. When assigned field studies, spare drivers earn the straight time rate of pay up to 8 hours per day and overtime rates are paid thereafter in accordance with Article 24.
- e) Each field studies assignment that occurs on Saturdays, Sundays and statutory holidays will be offered to the driver with the most seniority.

#### **1) Order of Priorities for Awarding Field Studies Assignments to Drivers**

- a) Most cost effective for the District.

- b) The Sports driver is assigned sport trips. If no Sports Trips are assigned, the sports driver becomes available for bus runs and field studies assignments.
- c) An available regular or temporary driver with the least amount of total OT hours in their zone (as determined by this Letter of Understanding).
- d) Short Notice / late requests – any work needing to be dispatched within 24 hours may be assigned at the discretion of the Transportation Dispatcher.

## **2) Driver Information**

- a) Regular and temporary drivers assigned to a bus route are placed in zones based on the secondary school serviced, including their feeder schools.
- b) The four zones are:  
     Westside  
     Kelowna  
     Rutland  
     Lake Country
- c) If a bus route covers multiple zones, the school last visited on the morning portion of the bus route would determine the zone.
- d) If a regular or temporary driver successfully posts to a new bus route in a different zone during the school year, their current OT hours will be applied in the new zone.
- e) Upon return to work, drivers who were away for an extended period on an approved leave, will have their declined and earned OT hours adjusted to the average number of offered OT hours of the top driver and the bottom driver in their zone.
- f) Spare drivers who successfully post to a regular or temporary bus route during the school year, will have their declined and earned OT hours adjusted to the average number of offered OT hours of the top driver and the bottom driver in their zone.

## **3) Assignment of Field Studies and Sport Trips**

- a) Posted positions are priority and therefore requests for leave from posted positions will not be granted for field studies assignments. Work that extends into bus run times will first be offered to the sport driver if available and then to available spare drivers.
- b) At the beginning of the school year, distribution of field studies assignments will be offered to regular and temporary drivers in order of seniority in each zone until each driver has been offered a field studies assignment. Once rotation is established, field studies assignments will be offered by zone to the driver with the least amount of offered OT hours.
- c) On school days, regular and temporary drivers will be offered work if it does not interfere with their scheduled bus run.

- d) Should no regular or temporary driver be available for work in their respective zone, the regular or temporary driver with the least OT hours in any zone starting with the closest zone will be offered the work.
- e) Field studies assignments shall only be split between drivers when there is a scheduling conflict.
- f) The Employer may switch buses to accommodate the need of a wheelchair bus or larger passenger loads.

#### **4) Reporting of Field Studies and Sport Trips**

- a) The Transportation Dispatcher will process and assign field studies requests one week prior to the date of the assignment.
- b) Field studies assignments will be allocated to drivers and a copy of the trip sheet will be placed in their mailbox and/or emailed to the driver.
- c) In the event a driver wishes to decline an assignment, they must advise the Transportation Dispatcher within 24 hours of receiving the assignment in hand.
- d) The Transportation Dispatcher may make adjustments and reassign drivers due to declined work and/or for last minute changes.
- e) Upon completing the work assignment, drivers will record total hours and kilometres of the assignment on the trip sheet and return the completed form to the Transportation Dispatcher. The driver will include the following:
  - The start time of the assignment (pick up location).
  - The end time of the assignment (drop off location).
  - Total kilometres of the assignment from the start time to the end time of the assignment at pick up and drop off locations.
- f) The driver will complete their time sheet with the trip number and the actual hours of the assignment.

#### **5) Tracking of Overtime Hours**

- a) The Transportation Department will record and track all OT (1.5X and 2X) hours as reported by drivers, maintaining the annual accumulation of bus driver OT hours, which is sorted by zone on the report.
- b) Monthly OT Hour reports will be distributed to bus drivers and the Union.
- c) The Transportation Department will track and update drivers OT and declined hours using actual OT hours submitted by the driver for pay.

- d) OT Hours will be recorded as actual OT hours as reported.
- e) Straight time hours will not be included in the tracking of overtime hours.
- f) Declined hours will not be recorded for drivers who are unavailable due to approved leaves of absence in accordance with Article 33 (except Article 33k – General Leave) or directed by the Employer to perform driver training.
- g) If a driver declines field studies due to other posted assignments and/or approved General Leave (Article 33k), the actual assignment hours will be recorded as declined and included in the drivers total OT hours offered.

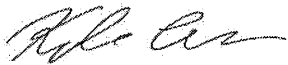
**6) Distribution of non-Field Studies Work to Spare Drivers**

- a) When a regular or temporary driver is going to be absent from their bus route for more than 5 consecutive working days, their bus route will be offered to the first available spare driver with the most seniority.
- b) For the purpose of assigning work, the hire date will be used for spare drivers who do not yet have a seniority date.

Signed at Kelowna, B.C. this 5th day of November, 2019.

FOR THE EMPLOYER:

FOR THE UNION:



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan



## LETTER OF UNDERSTANDING #5

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

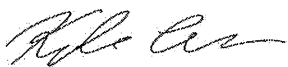
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE: BUSSETTES AND RENTED VEHICLES

1. Bussettes/rented vehicles may be used to transport students to and from events outside the Okanagan Valley Sport Athletic Association (O.V.S.A.A.) Zone.
2. Bussettes/rented vehicles may be used to transport students to and from events within the O.V.S.A.A. Zone provided they are weekend trips.
3. Bussettes/rented vehicles may be used to transport students to and from events within the District only after obtaining the Union's permission.
4. Except as provided in No. 3 above, bussettes shall not be used for transporting students from events covered by the regular athletic schedule.
5. A copy of all transportation request forms involving a bussette shall be forwarded by the Operations Department to the President of the Union prior to the use of the bussette.
6. Any unusual trips to be taken either within or out of the District shall first involve consultation with the Union through the same process as outlined in No. 5 above, e.g. a trip to Kamloops that begins in the middle of the week and ends on a weekend, a trip into an area that our school buses are not permitted to go (Knox Mountain, etc.).
7. The bussette which is operated out of KSS shall be serviced and maintained by the School District's Transportation Department mechanics.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 20, 2019.

Signed at Kelowna, B.C. this 20<sup>th</sup> day of November, 2019.



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

## LETTER OF UNDERSTANDING #6

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE:

CERTIFIED EDUCATION ASSISTANT (CEA)  
POSTING AND BUMPING

1. This letter of understanding replaces and supersedes the previous letter entitled **Certified Education Assistant (CEA)**.
2. Except for relief employees, CEAs will be regular employees subject to all provisions and entitled to all rights and benefits of the Collective Agreement, except as modified by this Letter of Understanding.
3. The letter recognizes the distinction between School-Based CEAs assigned to a school and Student-Based CEAs assigned to a specific student or students.
4. The parties agree that the nature of the work undertaken by CEAs may require flexibility in regard to the posting and bumping provisions of the Collective Agreement. Such flexibility is not in any way intended to limit the rights of the CEA, but in recognizing the potential for disruption to students during the school year, may justify postponing the exercising of these rights.
5. If during the school year it is required that additional time be granted to a CEA, such hours may be granted on a temporary basis without posting. These additional CEA hours shall be offered by the Principal, by seniority to CEAs who can work the additional hours.
6. Student-Based CEAs
  - 6.1 In the event that a student assigned to a Student-Based CEA moves to another school in the district or leaves the school after September 30 of the school year, the Student-Based CEA will have the option of moving to the student's new location within the District or may request that he/she remain at the school to which the CEA is currently assigned.
  - 6.2 A CEA who remains in the school must post to another position during the spring staffing period. This means that if a CEA does not apply for a CEA position with the same or greater hours and pay grade, that CEA will lose bumping rights. If the CEA is unsuccessful in attaining a satisfactory position during the spring staffing period, the CEA shall be able to bump into another

position. Satisfactory position is defined as the CEA being successful in a posted position with the same or greater hours at the same or higher pay grade. However, if a CEA chooses to apply for a position of fewer hours or at a lower pay grade during the spring staffing period and is successful, then that CEA has attained a satisfactory position.

- 6.3. Should it be necessary for the Employer to move the CEA to either another position in the District or to the relief list, the CEA will have the right to post or bump as described in 6.2.
- 6.4. All Student-Based CEAs will maintain the hours and pay grade of the position to which they were originally posted or were originally assigned until the end of the school year. If the assignment is after October 31 then the CEA hours and pay grade will be maintained if the assignment goes beyond the trial period.
- 6.5. A Student-Based CEA who takes a temporary assignment pursuant to Article 17(b) will not have the temporary hours or pay grade maintained beyond the temporary assignment.

7. School-Based CEAs

- 7.1. In the event that the number of identified students in a school decreases, after September 30 of each school year, the most junior School-Based CEA in that school will have the option of moving to the relief list, moving to a vacant temporary position, or may request to stay at the school to which he/she was originally assigned.
- 7.2. Should the CEA choose the relief list, another temporary position, or should it become necessary for the Employer to move the junior CEA to another school, the CEA must post for vacant positions in the spring staffing period. If the CEA is unsuccessful in attaining a satisfactory position during the spring staffing period, the CEA shall be able to bump into another position.
- 7.3. All School-Based CEAs will maintain the hours and pay grade of the position to which they were originally posted or were assigned until the end of the school year.

- 8. No CEA will be allowed to bump a Student-Based CEA who has been given an assignment to provide individualized attention to a specific student or students (Job # 871, 872, 873, 874 or 975 and any other Job that may be defined by the Joint Job Evaluation Committee during the course of this agreement).

9. Spring Staffing Period

Article 17 of the Collective Agreement, Promotions and Staff Changes, shall be applied in the following manner for CEA positions:

- 9.1 On or before June 1 each year, any identified vacancies for CEAs, commencing in September, will be posted and filled by June 30.
  - 9.2 The posting procedure and the bumping pursuant to 6.2 and 7.2 of this Letter shall be completed by June 30 of each year.
  - 9.3 Vacancies filled, on a temporary basis during the school year, shall be posted and filled prior to June 30 of that school year.
10. Fall Staffing Period
- 10.1. Any vacancies occurring after postings close in the spring staffing process shall be posted in the second week of August each year. These postings shall be open for five (5) days.
  - 10.2. Vacancies resulting from the postings in 10.1 shall be posted by the fourth week of August each year. These postings shall be open for five (5) days.
  - 10.3. Any vacancies occurring after the postings in 10.2 above, shall not be posted, but shall be offered to CEAs on the layoff list by seniority, and then to relief CEAs by seniority. There is no limit to the number of times a CEA may decline an offer of employment.
  - 10.4. Vacancies which will continue the following school year will be filled, on a temporary basis during the school year, shall be posted and filled prior to June 30 of that school year.
11. Notwithstanding the absence of a student to whom the School-Based or Student-Based CEA is assigned:
- 11.1 The CEA (School-Based or Student-Based) shall report for work and shall perform such duties as are assigned by the Employer on non-instructional days, or where the student's absence is ten (10) school days or less.
  - 11.2 Where the student to whom the Student-Based CEA is assigned is absent for more than ten (10) school days, the CEA shall be offered temporary work from the relief list for the duration of the absence with the same number of hours and pay grade.
  - 11.3 Where there is a temporary reduction in hours for more than ten (10) school days because of student absence and work for all the School-Based CEAs is not available at that school, the junior CEA at the school shall be moved onto the relief list with the same number of hours and pay grade.
12. The two (2) parties agree to meet on an annual basis to review the educational and other implications of this Letter of Understanding for children, classes, schools, and CEAs.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 26, 2019.

Signed at Kelowna, B.C. this 26<sup>th</sup> day of November, 2019.

FOR THE EMPLOYER:

FOR THE UNION:



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)

---

David Tether, President  
CUPE Local 3523  
Central Okanagan

## LETTER OF UNDERSTANDING #7

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE:

COMPUTER INFORMATION SYSTEMS COOPERATIVE WORK  
PROGRAM

School District No. 23 and CUPE Local 3523 agree that the following guiding principles shall govern the placement of Computer Information Systems Co-op Students:

1. To be eligible to be hired as a co-op student, the student must be registered in a post-secondary cooperative work program.
2. The employment of the student shall not exceed three post-secondary school semester work terms.
3. The student will be considered a temporary employee and paid at the student labour rate in the Collective Agreement.
4. Article 15 shall not apply. The students will not earn seniority for any purpose under the Collective Agreement, except that, should they be hired to a regular position, any work with the school district in the co-op program in the twelve (12) months prior to regular employment will be added to their seniority once attained.
5. Article 16 shall not apply.
6. Article 17 shall not apply. The co-op program positions shall be created as temporary positions from time to time and will be filled without posting by hiring college/university students under the co-op program for computer studies applicable to the college or university.
7. In the event that the student does not meet the expectations of the position, the student will be dealt with according to the post-secondary institution's processes between the employer and the post-secondary institutions cooperative program coordinator.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 20, 2019.

Signed at Kelowna, B.C. this 20<sup>th</sup> day of November, 2019.



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

## LETTER OF UNDERSTANDING #8

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 KELOWNA

RE: CUSTODIAL TRAINING PROGRAM

1. The District may create and manage a Custodial Training Program.
2. The purpose of the training program shall be to train new recruits to the temporary custodian on-call (TCOC) list or posted custodial vacancies as available.
3. The employer retains the right to hire previously trained and/or experienced custodians directly to the TCOC list or available custodial vacancies without completion of the training program.
4. Postings will be made as per Article 17, PROMOTIONS AND STAFF CHANGES, of the Collective Agreement.
5. All articles of the Collective Agreement including the sixty (60) working day probationary period or sixty (60) day trial period, shall apply to individuals taking part in the training program.
6. Rates of pay for the participants in the training program shall be:
  - a. Trainees in the program during the training period – pay grade 3
  - b. Trainers in the program during the training period – pay as established by JJEC
7. No employee shall be required to either directly mentor a training program recruit or to work as a group trainer. Employees may not, however, refuse to work alongside training program recruits.
8. The employer may use components of the custodial training program to provide in-service to current members of the custodial group.
9. The custodial leadhand shall be directly involved in the delivery of the training program under the direction of the Director of Operations or designate.

10. It is understood that the above provisions are agreed to on a trial basis and can be cancelled by either the Employer or Union with ninety (90) days notice.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 20, 2019.

Signed at Kelowna, B.C. this 20<sup>th</sup> day of November, 2019.

FOR THE EMPLOYER:



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)

FOR THE UNION:



---

David Tether, President  
CUPE Local 3523  
Central Okanagan



## LETTER OF UNDERSTANDING #9

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE:

DEFERRED SALARY LEAVE PLAN

For the life of this Collective Agreement, the existing policy for teachers on Deferred Salary Leave shall be extended to employees in the CUPE bargaining unit. Once accepted, the employee may continue in the plan until the leave has been taken. The long term leave rules of eligibility shall apply.

The continuance of the policy is subject to changes required by the federal government with respect to income tax rules.

The Employer's bargaining team will propose amendments of the policy to the Board, reflecting changes for shorter periods than one year.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 26, 2019.

Signed at Kelowna, B.C. this 26<sup>th</sup> day of November, 2019.



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

## **LETTER OF UNDERSTANDING #10**

BETWEEN

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523

RE:

DISTRICT HEALTH AND SAFETY ADVISORY COMMITTEE

It is understood that for this letter of understanding (LOU) to come into effect, there is a requirement for all the stakeholders identified below to agree to its terms. The LOU # 12 as outlined in the 2014-2019 CUPE Local 3523 collective agreement will continue to apply until such time as this new amended LOU # 12 below is signed by all stakeholders.

CUPE Local 3523 and School District 23 will recommend acceptance of the terms described below to the remaining stakeholders.

For the term of this Collective Agreement, the stakeholders (CUPE, COTA, COPVPA and Management) agree to establish a District Health and Safety Advisory Committee under the following Terms of Reference:

### **Purpose**

To provide a consultation forum between the parties on District wide health and safety issues that impact District employees represented by the stakeholders.

The committee will not be a replacement for Health and Safety committees required under provincial regulation. Part 3, Div. 4 of the Workers' Compensation Act will not be applicable to this committee.

### **Membership**

The Committee will have a total of eight (8) members. Two (2) members will be selected by each stakeholder group. Each stakeholder group may also identify an alternate member. All members selected will be employees of School District No. 23. Committee members should be prepared to sit on the committee for a period of at least one (1) year.

Any stakeholder group may invite guests to attend committee meetings to address or provide input on specific topics, upon approval of the co-chairs.

### **Committee Functions**

The functions of the District Health & Safety Advisory Committee are:

- a. To facilitate a cooperative approach between the parties to ensure the health, safety, and wellness of all District staff.
- b. To provide advice, consultation and recommendations in the resolution of issues relating to occupational health, safety, and wellness that arise and which may present as a concern and encompasses all or a significant number of District sites.
- c. To assist in the development, review and distribution of occupational health, safety, and wellness practices or procedures which may affect a group of employees who work at multiple locations i.e. CEA's, Custodians, Indigenous Advocates.
- d. To review statistical data and trends regarding workplace injuries and recommend actions which may prevent reoccurrence.
- e. To ensure all District best practices and safe work procedures are reviewed annually, either directly or by workplace committees.
- f. To support the District's efforts in disability management.
- g. To review the District's Health and Safety Manual (on-line) annually and ensure that it continues to be updated and reflect current legislation and Board policy.
- h. To monitor and review all site safety committee minutes for:
  - Verification that monthly meetings are taking place at all work sites within the District;
  - Trends and/ or data which could be indicative of a District wide concern;
  - Review recommendations contained within the site minutes to ensure that they will affect causation.
  - Evidence that incident reports are being reviewed by the site safety committee (VTIH, FA, IAQ, Incident Investigations, etc.).
- i. To review all Accident Investigation Reports, Threat Violence Reports, and Indoor Air Quality Reports for the purpose of determining if the recommendations contained within those documents need to be brought to the attention of all staff within the District.

The committee may recommend further functions, as it considers necessary, to meet its mandate.

### **Meeting Schedules**

The committee will meet as follows:

- a) Monthly on a date which best fits the schedules of the committee members. The committee may agree to cancel a meeting in a particular month. The meetings will be held during work hours, at Employer and stakeholder premises on a rotational basis.
- b) There will be no meetings, other than a specially called meeting, during July and August.
- c) Special meetings, if required, will be held at the call of the Co-chairs.
- d) The time allotment for the committee meeting will be a minimum of three (3) hours. Time allotment may be lengthened upon the agreement of the Co-Chairs.
- e) A quorum for a committee meeting will be one (1) representatives from each stakeholder group, with Employer representatives (Management and COPVPA) not outnumbering Union Representatives (CUPE, COTA).
- f) Meetings will be co-chaired on a rotation basis by stakeholder groups (one Co-Chair for CUPE/ COTA and one Co-Chair from Management/COPVPA).

- g) Agendas will be co-created by the Co-Chairs for each meeting and the Co-Chairs will alternate taking the minutes of each meeting. The Employer shall provide support for The taking of minutes.
- h) Action Item lists will be created and all outstanding items will be carried forward to the next meeting.

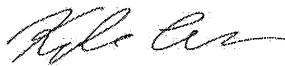
### **Committee Recommendations**

Recommendations will be made by consensus and must be:

- (a) Directly related to the health and safety of staff.
- (b) Reasonably capable of being done.

If the Committee is unable to reach consensus, either Co-chair of the committee may report this to the Director of Labour Relations. If the issue is unable to be resolved, then the Director of Labour Relations and the Union Presidents, along with the Union Co-chairs, will report it to the Superintendent, who will investigate and attempt to resolve the matter.

Signed at Kelowna, B.C. this 26<sup>th</sup> day of November, 2019.



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

## LETTER OF UNDERSTANDING #11

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE: GENERAL LEAVE - LONG TERM (EXCEEDING 60 DAYS)

1. When the Employer grants a long term leave of absence, the employee's position shall be filled as a temporary vacancy in accordance with the Collective Agreement.
2. An employee on long term leave shall confirm return to work by giving the Employer thirty (30) days notice by registered mail or hand delivered. The thirty (30) days shall take effect from the date on which the Employer receives the written communication.
3. An employee, while on long term leave, shall be ineligible for any and all benefits, including the accumulation of seniority, seniority rights, retirement benefit credits, etc. save and except those covered in No. 5 below.
4. An employee on long term leave may, if possible, continue to participate in the medical, dental, group life and employee assistance plans provided:
  - 4.1 All known premium costs are paid by the employee in advance.
  - 4.2 The employee undertakes to reimburse the Employer for any and all premium cost increases upon returning to work. (In the event of a premium reduction, the Employer shall return the unexpended funds to the employee upon returning to work.)
5. On the employee's return to work and for the purpose of determining seniority, retirement benefits, etc., the seniority date shall be adjusted forward by the number of days the employee was on long term leave.

<u>Example:</u>	Seniority Date	74/11/14
	Long Term Leave	200 days (excl. Stats)
	Adjusted Seniority Date	75/09/03

6. In the event the employee fails to:

6.1 confirm return to work as set out in No. 3 above,

6.2 report to work on the date specified in the written confirmation, save and except for illness and/or transportation delay (proof required)

the employee shall be deemed to have resigned. The position shall then be posted as a regular position in accordance with the terms of the Collective Agreement.

7. The Employer shall attach a copy of this Letter of Understanding to all letters for which long term leave is approved. The employee in return shall forthwith complete and return the attached acknowledgement.

8. If on the employee's return to work, the employee's position has been reduced, eliminated or filled by a more senior employee as a result of bumping, the employee shall bump the most junior position of equal pay and hours or, if such position is not available, may bump any position for which the employee is qualified.

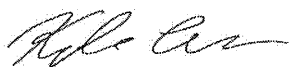
9. This Letter of Understanding shall not be cancelled or altered in any way by either party from the time the Employer grants a long term leave until the employee:

9.1 cancels the request for leave;

9.2 returns from such leave after providing the required confirmation.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 20, 2019.

Signed at Kelowna, B.C. this 20<sup>th</sup> day of November, 2019.



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

## ACKNOWLEDGEMENT

### LONG TERM LEAVE

### LETTER OF UNDERSTANDING

I, \_\_\_\_\_, have read and understand the terms and conditions which  
(print full name)

are set out in the Letter of Understanding between the Board of School Trustees, School District No. 23 (Central Okanagan) and C.U.P.E. entitled "General Leave - Long Term" and agree to govern myself accordingly.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(phone)

## LETTER OF UNDERSTANDING #12

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE:

PROVINCIAL ACCORD RE SCHOOL YEAR LAYOFFS

The Public Sector Accord on K-12 Support Staff Issues contains the following provision:

### **Government Funding Flows**

*To address the structure and operation of government funding flows, Government will commit to ensuring that the funding allocation formula used to calculate the preliminary funding (spring) for districts will be utilized to calculate final funding (fall) allocations to districts. Further, it will commit to providing school districts with the technical ability to calculate final funding allocations during the month of September. School districts and local unions agree to cooperate in implementing the operational practices/parameters to facilitate the achievement of the staffing process contemplated by this element of the Accord. This includes identifying ways to address emergent circumstances occurring after September 30<sup>th</sup>. In return, school districts will commit that regular (continuing) support staff employees in positions as at September 30<sup>th</sup> will not be declared surplus (laid off) to the districts for that school year.*


The parties agree that this provision applies to all regular and probationary employees in regular positions as at September 30, of each year for the life of this Letter.

In the event that an employee is to be laid off or to have a reduction of hours, the provisions of Article 16 shall apply to employees other than CEA's. CEA's shall be governed by the Letter of Understanding re: Certified Education Assistants. There shall be no reduction of normal compensation for employees covered by this provision prior to the end of the school year unless the employee declines reasonable alternate work.

Where an employee alleges that the alternate work offer is unreasonable, the parties shall meet to resolve the matter. Failing agreement, the matter shall be determined through expedited arbitration within the thirty (30) day notice period for layoff.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 26, 2019.

Signed at Kelowna, B.C. this 26<sup>th</sup> day of November, 2019.



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan



## LETTER OF UNDERSTANDING #13

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE:

SECONDARY SCHOOL APPRENTICESHIP PROGRAM

School District No. 23 and CUPE Local 3523 agree that the following guiding principles shall govern the placement of Secondary School Apprenticeship students within the School District and its various components.

1. The Employer and the Union support the goals and mandate of the Secondary School Apprenticeship Program.

### **Secondary School Apprenticeship is:**

- A combination of the Apprenticeship Training System and the K-12 Education System leading to graduation and apprenticeship.
- Practical skills development through workplace-based training.
- Optional Level 1 Apprenticeship Technical Training for chosen apprenticeable occupations if the following are in place:
  - qualified instructors
  - appropriate facilities and equipment
  - Ministry of Labour curriculum

### **Secondary School Apprenticeship offers:**

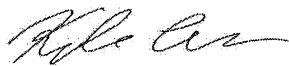
- Formalized dual credit toward graduation and apprenticeship;
- Access to the Apprenticeship Training System while in school;
- A Provincially accredited and seamless program;
- Opportunities for those students who have the aptitude, motivation, and academic ability to get started on their career paths;
- Links to the world of work;

- Increased relevance and practical application of the secondary school curriculum.
- 2. No employee in the bargaining unit shall be laid off or have their hours reduced as the result of the placement of a Secondary School Apprenticeship student with the School District.
- 3. The Secondary School Apprenticeship student shall not be a member of the bargaining unit. The provisions of the Collective Agreement, including union membership and dues or seniority, shall not apply to students registered as Secondary School Apprentices (SSA) with the School District.
- 4. While coordination of the Secondary School Apprenticeship Program remains the responsibility of District educational staff and management, the Union shall be consulted regarding student placements and work assignments. Training of any apprentice shall be by mutual agreement of the selected journeyman, the Union and the Employer.
- 5. Secondary School Apprenticeship students shall be paid commensurate with the standard rates of pay for such students in similar community placements.
- 6. Funding for the implementation of the Secondary School Apprenticeship Program and the placement of students shall come from education program sources.
- 7. It is understood that these provisions are agreed to on a trial basis without prejudice or precedent to any future agreement for the 2005/2006 school year (July 1, 2005 to June 30, 2006) and shall be reviewed by the parties for the following year no later than April 30, 2006.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 20, 2019.

Signed at Kelowna, B.C. this 20<sup>th</sup> day of November, 2019.

FOR THE EMPLOYER:



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)

FOR THE UNION:



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

## LETTER OF UNDERSTANDING #14

BETWEEN

THE DELEGATED BARGAINING AUTHORITY FOR

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

ACCREDITED FOR AND REPRESENTING:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN) (hereinafter referred to collectively as the "Employer")

AND

THE CENTRAL OKANAGAN SCHOOL EMPLOYEES UNION, LOCAL 3523  
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(hereinafter referred to as the "Union")

### Strong Start Coordinator

1. Effective July 1, 2009, the Employer will create the position of Strong Start Coordinator responsible for delivery of the Strong Start Program. The Employer will identify the requisite qualifications, fitness and ability consistent with the program objectives and direction of the Ministry of Education.

The Employer has agreed to the creation of the Strong Start Coordinator position within the bargaining unit represented by the Union. The Union has agreed to the terms of this Letter of Understanding to recognize the distinct character of the preschool Strong Start Program. In extending this voluntary recognition, the Employer does not concede it was obliged to post and fill the positions under the Collective Agreement. It extends recognition without prejudice to the stand it may take in the creation of new positions, other than Strong Start Coordinators, in the future.

2. With the inclusion of the current and future Strong Start Coordinator positions under the Collective Agreement, the Employer has set the qualifications, fitness and ability in the attached Schedule 1. The Union acknowledges the Employer's right to set the qualifications, fitness and ability and agrees that the qualifications established in Schedule 1 are fair and equitable. It is understood that any future variation of the qualifications, fitness and ability by the Employer will be subject to challenge if the Union does not believe the variation is a proper exercise of management and contractual rights under the Collective Agreement.
3. The Employer and Union acknowledge these newly-created and included positions under the Collective Agreement will be subject to review under the Job Evaluation Committee Maintenance Procedures Letter of Understanding. Rates of pay established under the Job Maintenance Plan will be effective July 1, 2009.

4. In recognition of the character of the Strong Start Program, similar to the recognition given to the distinct character of some other programs and positions under the Collective Agreement, the Union and Employer have agreed that in addition to the terms contained within Article 16(d), the following shall apply to the position of Strong Start Coordinator:

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

5. The times of the year at which the Strong Start Program will be offered and whether it will always be tied to the school calendar are uncertain. It is agreed that as a ten-month program, the annual vacation for the Strong Start Coordinator is to be scheduled so there is no interruption with the delivery of the program. The Union and Employer have agreed that in addition to the terms contained within Article 27 of the Collective Agreement, the following shall apply to Strong Start Coordinators:

*"Strong Start Coordinators*

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

6. The daily operation of the Strong Start Program does not mirror the K-12 education programs or the school day. The Union and Employer have agreed to recognize this in the application and administration of Articles 23(c) and 23(d) the hours of work provisions of the Collective Agreement. The parties agree to the following paragraphs:

*"Minimum Hours*

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

*Break Periods*

*The parties agree that the paid rest period contemplated by Article 23(d) shall be taken during times that will not interfere with the operation of the Strong Start Centre."*

7. This Letter of Understanding is without prejudice to the Employer, the Union and the BC Public School Employers' Association.

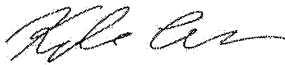
8. The Union and the Employer agree that this Letter of Understanding will continue until such time as the Union and the Employer agree to terminate or amend the Letter of Understanding.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 20, 2019.

Signed at Kelowna, B.C. this 20<sup>th</sup> day of November, 2019.

FOR THE EMPLOYER:

FOR THE UNION:



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

## **SCHEDULE 1**

### **STRONG START COORDINATOR:**

Without limiting management's right to establish or vary the qualifications, fitness and ability required for the position under Article 17, the required qualifications, skills, fitness and ability that must be demonstrated for the position of Strong Start Coordinator include:

1. A certificate, preferably a Diploma, in Early Childhood Education;
2. A Community Care Facilities Branch B.C. Licence to practise;
3. A valid Child Safe First Aid Certificate;
4. A clear Criminal Record Review, completed prior to hiring;
5. Experience in creating, planning, implementing and budgeting for a parent participation early learning program;
6. Strong verbal and written communication skills and interpersonal skills;
7. Good organizational and planning skills;
8. An understanding of, and a commitment to, quality early learning;
9. Ability to work effectively with a variety of parents, children, volunteers, professionals, and community members;
10. Knowledge of child development, family dynamics, community resources and early learning;
11. A class 5 driver's license;
12. Such other qualifications, skills and abilities as may be required to meet Ministry requirements or terms of the Strong Start contract.

## LETTER OF UNDERSTANDING #15

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 KELOWNA

RE:

SUBCONTRACTING (ARTICLE 11) - CONSULTATION PROCESS

With respect to the application of Article 11 to work performed by other than bargaining unit members the following consultative processes shall apply.

1. Traditional Ongoing Contracted Services

Attached to and forming part of this letter as Appendix A is a list of services currently performed outside of the bargaining unit. Consultation is not required prior to engaging outside personnel or companies to provide the listed work or services, nor for any other work or service which is not bargaining unit work.

2. Major Construction and Renovation

Prior to tendering any major project, the Employer and the Union will meet and review the project plans, specifically with respect to work jurisdiction. The Director, Facilities and Planning, shall be responsible for ensuring the consultation takes place.

3. Minor Renovation, Repair and Maintenance, Grounds Work

In order that the Union be aware of ongoing projects within the Facility Services department, including the intention to contract services, the Maintenance Services Shop Steward or designated alternate will be invited to attend the regular Coordinator meetings. Any concerns of the Shop Steward will be brought to the Supervisor's attention in a timely manner.

Any urgent items where a contract for services is deemed to be required outside of those listed under Appendix A will be brought to the attention of the Maintenance Services Shop Steward in writing on a timely basis by the Supervisor of Maintenance Services. The Maintenance Services Shop Steward will be responsible for providing the Union response in a timely manner.

4. Student Curriculum Projects or Volunteer Projects

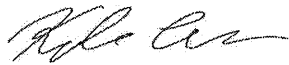
These will be handled in accordance with the memorandum of March 21, 1988 from the Assistant Superintendent, Support Services to Administrative Officers. The Principal or Vice-Principal will be responsible for requesting approval through the Director of Facilities & Planning or designate, who will in turn seek Union approval through the Maintenance Services Shop Steward. Schools need not seek approval for projects such as stage scenery or other items not intended to be for continued use on school district property.

5. Other Areas

For matters not covered by any of the above, a request will be made in writing to the Union President. The responsibility for seeking approval lies with the appropriate Administrative Officer or Supervisor, who will apply directly to the Union, with a copy to the Director of Human Resources.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 26, 2019.

Signed at Kelowna, B.C. this 26<sup>th</sup> day of November, 2019.



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan



APPENDIX "A"  
SUBCONTRACTING (ARTICLE 11) - Consultation Process

OUT OF HOUSE SERVICES

Grounds Maintenance

1. Septic tank pumping
2. Snow removal and sanding other than sidewalks, except as listed in Appendix "B"
3. Fire hydrant maintenance within Irrigation District
4. Power sweeping of parking lots
5. Dust control of roads and parking lots using sodium lignosulphinate
6. Crane work
7. Deliveries from suppliers to the Dease Road site, from suppliers to district sites where special equipment is used for delivery or off loading, and delivery of express items by courier

Building and Fixtures Maintenance

1. Sanding of gym floors (full removal of finish)
2. Roofing (replacement and repair), except silicon roofing
3. Intrusion alarm transmission systems, from site to central monitoring and B.C. Telephone lines
4. Fire sprinkler installation and modification where ticket is required
5. Second storey exterior window cleaning
6. Draperies, Blinds and Curtains - manufacture, installation, cleaning and repair including hardware
7. Overhead door installation or repair, when specialized equipment is required
8. New library book detector installation
9. Air Balancing
10. Supply and installation of new or replacement metal-framed insect screens
11. Installation, repair or maintenance of elevator devices

Equipment Maintenance

1. Custodial power equipment
2. Office machine service
3. Dry mop cleaning
4. Sick-room bedding laundry and dry cleaning
5. Re-upholstery of furniture
6. Boiler and furnace repairs requiring G.B. ticket
7. Stove, fridge, iron, microwave maintenance

APPENDIX "A"  
SUBCONTRACTING (ARTICLE 11) - Consultation Process

OUT OF HOUSE SERVICES (cont'd)

Transportation

1. Repair and/or rebuilding of alternators, fuel injectors, fuel pumps, radiators, springs
2. Machining of engines and shafts
3. Vehicle body repairs
4. Wheel alignments
5. Tire recapping
6. Vehicle glass repair or replacement
7. Vehicle driver seat upholstery

Security

1. Supervision of students at dances
2. Dog patrol

Miscellaneous

1. Specialty printing
2. Manufacture of plastic signs requiring printing or silk-screening

APPENDIX "B"  
SUBCONTRACTING (ARTICLE 11) - Consultation Process

**SNOW REMOVAL (CONTRACT)**

Sites to be cleared of snow by Operations Staff:

1. Dease Road Facility
2. Rutland Middle
3. Rutland Senior
4. Springvalley Elementary
5. Springvalley Middle

## LETTER OF UNDERSTANDING #16

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE:

SUPERVISORS AND CROSSING GUARDS

1. The terms and conditions of the present CUPE contract apply to the above except as hereinafter amended:
  - 1.1 Seniority for regular Supervisors and Crossing Guards is applied on a Supervisor/Crossing Guard classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and/or September 1, 1989 whichever last occurred and maintained as a separate list.
  - 1.2 Temporary Supervisors and/or Crossing Guards shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.
  - 1.3 Employees shall be entitled to use their seniority for the following purpose only:
    - call to work within the Supervisor/Crossing Guard classification.
  - 1.4 Seniority accumulated as a Supervisor and/or a Crossing Guard shall not be considered in job postings for other job classifications within the bargaining unit. However, any such employee who applies shall be given consideration over other non-seniority rated applications with equal qualifications, provided the applicant is a regular Supervisor and/or Crossing Guard and has completed ninety (90) shifts.
  - 1.5 When a Supervisor or Crossing Guard is the successful applicant to a regular position and has successfully completed the probationary period or attains seniority as a temporary employee, seniority within the Supervisor/Crossing Guard classification shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula:  
eighty (80) hours worked = one (1) month seniority.
2. Regular employees who are successful applicants for the position of Supervisor/Crossing Guard shall be subject to the terms and conditions listed in this Letter of Understanding if the Employer permits employees to hold more than one job.

3. It is recognized that teachers and administrative officers may also provide supervision pursuant to the School Act.
4. Employees shall not be paid overtime as a result of work performed by them as Supervisors or Crossing Guards.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 20, 2019.

Signed at Kelowna, B.C. this 20<sup>th</sup> day of November, 2019.

FOR THE EMPLOYER:



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)

FOR THE UNION:



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

## LETTER OF UNDERSTANDING #17

BETWEEN:

BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
SUB-LOCAL 3523 CENTRAL OKANAGAN

RE: TEMPORARY PROJECT WORK

The parties hereby agree that:

1. The Letter of Understanding entitled "Temporary Appointments to CEP Projects" is abolished effective December 31, 1998 and replaced with the process provided under Article 17(b).
2. Article 17(b)(i) is amended by replacing the words "three (3) months" with "eight (8) weeks".
3. Those temporary project workers who have seniority at the date of signing this Letter shall be converted to temporary employees with seniority under Article 14(b). Their seniority dates shall be determined by counting back from December 31, 1998 one calendar day per employee in reverse order of their current seniority.
4. Those employees covered by paragraph three (3) above who do not wish to exercise seniority rights except for project work shall retain the right to be called only for project work. When an employee declines recall to a project assignment the employee shall not retain any seniority rights to that assignment, including extensions, but will continue to be called for new project assignments.
5. The employer will attempt to schedule and combine district projects undertaken by Facility Service staff in order to maximize the utilization of regular employees.

The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 20, 2019.

Signed at Kelowna, B.C. this 20<sup>th</sup> day of November, 2019.



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

## LETTER OF UNDERSTANDING #18

BETWEEN:

THE BOARD OF EDUCATION  
SCHOOL DISTRICT No. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3523 CENTRAL OKANAGAN

RE: TRAINING/PROFESSIONAL DEVELOPMENT AND IN-SERVICE

### **Training/Professional Development and In-service:**

A Union Training/Professional Development fund consisting of \$50,000 provided by School District No. 23 to CUPE Local 3523 will be established as of April 1, 2006. A further \$50,000 will be provided to CUPE Local 3523 as of July 1, 2006 and each July 1 thereafter (\$40,000 effective July 1, 2014) until such time as the parties have agreed to amend the Collective Agreement in such a way as to do otherwise. The purpose of the fund is to provide opportunities for members of CUPE Local 3523 to enhance their skills and to prepare them for promotional and other opportunities within School District No. 23.

- (i) School District No. 23 and CUPE Local 3523 shall maintain a Union Training/Professional Development committee.
  - 1. The committee shall be comprised of three representatives of the Local Union and three representatives of the District, plus the local union's training/professional development chairperson, who will chair meetings of the committee.
  - 2. The cost of replacements for employees granted any leave to take training or development programs authorized by the committee shall be paid from this fund.
  - 3. Terms of Reference for the committee shall be developed by the committee and reported to the Local Union and the School District.
  - 4. The fund shall not be required to finance district "required" in-service or conferences.
  - 5. The Committee shall report out once per year on the usage and expenditures of the funds.
- (ii) An In-service Fund consisting of an amount of \$40,000 will be provided by School District No. 23 as of July 1, of each year (\$30,000 effective July 1, 2014). This money shall be maintained and accounted for by School District No. 23. A joint committee composed of three CUPE members appointed by Local 3523 and three District representatives appointed by the Superintendent shall be given the task of

developing the terms and conditions of how this fund is to be used and for what purpose. All voting of the committee shall be by majority.

- (iii) Money not used between July 1 and June 30 of the following year shall remain in the fund and shall be available for use in the following year or years.
- (iv) The intent of the parties is to ensure that CUPE 3523 members have access to training, seminars, educational programs, etc. which will enhance their ability to provide a high quality service to School District No. 23.
- (v) Wage loss, benefit costs, tuition and/or course materials etc., are all legitimate costs under the In-service Fund.
- (vi) Review – The parties agree to review the usage and effectiveness of the In-service Fund by the end of each school year.

### **Maintenance of Current Training Opportunities/Funding**

The employer agrees to maintain the following as policy and will not change that policy without the express approval of CUPE Local 3523.


- (i) \$25,000 will continue to be included in the Learning Centre budget each year for the express use of CUPE Local 3523 members as currently provided.
- (ii) Operations will continue to fund and provide the following:
  - 1. Annual Bus Driver medical certification
  - 2. Propane Dispensing and Installation Certificate
  - 3. Transportation of Dangerous Goods Certificate
  - 4. Certification for employees to become a playground inspector
- (iii) District Health and Safety will continue to fund and provide the following:
  - 1. First Aid Certification – if designated as the first aid attendant
  - 2. Site level Health and Safety Committee training
- (iv) Student Support Services - \$5,000 will continue to be included in the annual school board budget each year for the provision of Professional Development activities for Certified Education Assistants.
- (v) District and/or Site In-service shall continue to provide one day of training per CUPE employee each year.
- (vi) Any other certification/upgrading currently provided to other support staff employees.

It is understood by the parties that in the event that any of the above certification or training opportunities become redundant, such as no longer having any propane vehicles, the committee will be authorized to amend the list as appropriate.



The above Letter of Understanding is a renewal from June 2014 and is renewed as of November 26, 2019.

Signed at Kelowna, BC this 26<sup>th</sup> day of November 2019.



---

Kyle Cormier  
Director of Labour Relations  
SD No. 23 (Central Okanagan)



---

David Tether, President  
CUPE Local 3523  
Central Okanagan

Provincial Framework Agreement ("Framework") between  
BC Public School Employers' Association ("BCPSEA")

and

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

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

**1. Term**

July 1, 2019 to June 30, 2022

**2. Wages Increases**

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

**3. Local Bargaining**

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

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

The \$7 million is an ongoing annual amount.

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

#### **4. Benefits**

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

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

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

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

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

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

#### **5. Safety in the Workplace**

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

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

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

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

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

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

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

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

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

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

### Structure:

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

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

**Mandate:**

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

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

**Terms of Reference:**

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

**Funding:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Committee Funding**

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

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

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

- a. Gathering data of existing support staff recruitment and retention challenges and projected demand in the sector
- b. Gathering data of existing offerings for applicable post-secondary programs, vocational programs and identify potential gaps in program offerings to meet projected demands
- c. Partnering with post-secondary schools and vocational training providers to promote support staff positions in school districts
- d. Marketing the support staff opportunities within the sector (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 (EGL) Plan, the parties will pursue collaborative opportunities for the K-12 sector to support effective transitions for care and learning from the early years to kindergarten e.g. before and after school care.

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

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

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

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

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

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

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

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



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

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

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

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

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties no later than November 30, 2019

#### **18. Funding**

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

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

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

Dated this 12th day of July, 2018.

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

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

---

---

---

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

---

---

---

[illegible][illegible]

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 President's 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%3DRefusing%2520unsafe%2520work%26sort%3Drelevancy>

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.\*

\*By law, employers are prohibited from penalizing workers for raising a health and safety issue. Learn more about the actions workers can take if they feel this has occurred.

### 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>