

# ***COLLECTIVE AGREEMENT***

**BETWEEN THE**

**BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 47 (POWELL RIVER)**



**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 476**



**July 1, 2019 – June 30, 2022**

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THIS AGREEMENT made and entered into this 28<sup>th</sup> day of June A.D. 2019

BETWEEN THE:

**BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 47 (POWELL RIVER)**

(hereinafter called the "Board")

OF THE FIRST PART

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 476  
(POWELL RIVER SCHOOL EMPLOYEES)**

The members of which are all non-teaching Employees of the School District, except those excluded by the Labor Relations Board

(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS it is the desire of both parties to this Agreement to maintain the harmonious relationship so necessary between Board and Employee and to recognize the mutual value of joint discussions and negotiations in all matters of mutual concern;

AND WHEREAS the parties hereto have agreed to enter into this Agreement as affecting and relating to the staff employed by the Board:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

## 1. DEFINITIONS

### 1.01 Job Descriptions and Definitions

Job descriptions and definitions of working conditions shall be updated pursuant to the Joint Job Evaluation Terms of Reference.

### 1.02 Definitions

The following definitions will apply to this Agreement

"Casual Employee" -	refers to an Employee who is called in to work on an as needed basis.
"Employee" -	Employee refers to any person employed by the Board who is part of the bargaining unit.
"Hours of Work" -	shall be defined as the start and finish time; and the number of hours of a position. The Board may alter the "Hours of Work" of a position for bona fide operational reasons.
"Layoff" -	any reduction of a Regular Employee's appointed hours of work will be considered a layoff. Employees whose hours are reduced shall have the option of staying in the position or accepting the layoff.
"New Employee" -	refers to an Employee who is given a regular appointment for the first time and has not completed the Probationary period.
"Part-Time" -	refers to an appointment where the number of hours to be worked is less than those specified in Article 18 <u>Hours of Work</u> .
"Regular Employee" -	refers to an Employee who is appointed to an ongoing position and has completed the Probationary period.
"Temporary Employee" -	refers to an Employee who is appointed to a position for a fixed period of time, not to exceed six (6) months. These appointments are for special tasks and relief of regular positions where the incumbent is expected to be absent for a period of one (1) month or more.
"Temporary Position" -	is defined as a position that is of limited duration with an expected date where the position will no longer be required. On expiration of the temporary position, a regular Employee shall return to their regular appointed position.
"Vacancy" -	is defined as an unoccupied position caused by death, retirement, resignation or separation from employment, promotion or demotion or an additional position occurs in an occupational classification covered by this Agreement, or a new occupational classification is created which is within the bargaining unit and the Board determines to fill such position or have such work performed by a temporary or casual Employee. Where the Board determines to fill such positions the vacancies need not be filled with the same number of hours or the same start and finish times as the previous position.

## **2. MANAGEMENT RIGHTS**

### **2.01 Management Rights**

Without restricting the rights of the Employees under the terms of the Agreement, the Union recognizes the right of the Board to manage its affairs and operations to direct its working forces, including the right to hire, suspend, discharge, promote, demote, discipline, layoff or transfer any Employee, subject to the provisions of Articles 12 and 13 of this Agreement, and the right to determine job content, evaluate jobs and assign work, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement.

The Board agrees that its management rights shall not be exercised in a manner that is arbitrary, discriminatory, or in bad faith.

## **3. SALARY PROTECTION**

### **3.01 No Reduction in Salary**

No Employee presently on staff shall incur a reduction in salary solely because of the implementation of this Agreement.

### **3.02 No Other Agreements**

No Employee shall be required or permitted to make any written or verbal agreement with the Board or its representatives which may conflict with the terms of this collective Agreement.

### **3.03 (a) Bargaining Unit**

The Board recognizes the Canadian Union of Public Employees and its Local 476 as the sole and exclusive collective bargaining agent for all of its Employees save and except those specifically excluded by the Labour Relations Board of British Columbia, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### **(b) Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not regularly perform any work done by a member or members of the bargaining unit except in cases mutually agreed upon in writing.

## **4. HUMAN RIGHTS**

### **4.01 No Discrimination**

(a) The Board and the Union, and their servants or agents, agree that there shall be no discrimination, interference, restraint or coercion by reason of membership or non-membership in the Union.

(b) There shall be no discrimination on the part of the Board or the Union pursuant to the Human Rights Act.

(c) Personal or Sexual Harassment

All personnel have the right to work without personal or sexual harassment. Any complaint alleging personal or sexual harassment shall be referred to the Grievance Procedure at Step 3 as outlined in Article 12.03.

**5. UNION SECURITY**

5.01 All Employees to be Members

The Board agrees that all Employees shall become and remain members in good standing of the Union as a condition of employment upon completion of the probationary period, with the exception of those excluded in 3.03 (a) above.

5.02 Crossing of Picket Lines During Strikes

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

**6. DEDUCTION OF UNION DUES**

6.01 Deduction of Union Dues Information

The Board agrees each month with respect to deduction of Union dues, to include the names of all Employees from whose wages the deductions have been made, together with the hours paid and the amounts deducted in each case.

6.02 Deduction of Union Dues Payments

(a) There shall be a compulsory deductions of Union dues from payroll, initiation fees and assessments as established by the Union from time to time for all Employees in the bargaining unit

(b) This deduction of Union dues from temporary and probationary Employees shall imply no right for the Union to dispute the Board's discretion in laying off temporary Employees or releasing probationary Employees at the termination of the probationary period.

6.03 Dues Receipts

The Board shall include Union dues paid on all T-4 supplementary forms.

**7. ACCEPTANCE OF EMPLOYMENT**

7.01 Acceptance of employment shall constitute acceptance of the terms and conditions of the Agreement.

7.02 The Board and Union shall Acquaint Employees

The Board agrees to acquaint Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

New Employees shall be given copies of benefit pamphlets. Any Employee questions shall be forwarded by the Board to the carrier(s).

The Board agrees to provide all new Employees with a package of information about the Union, which shall be provided to the Board by the Union.

7.03 The Union will be given forty-eight (48) hours' notice of all orientations and shall have the right to attend.

The Union shall have the right to fifteen (15) minutes of one-on-one time with each new employee and without loss of pay to the Employee or Union representative during orientation to acquaint new Employees to the Union.

**8. CORRESPONDENCE**

8.01 Correspondence

Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Board representatives and the Secretary of the Union. A copy of any correspondence between the Board or its designation and any Employee in the bargaining unit pertaining to the interpretation, administration or application of any part of this Agreement, including all appointments, hirings, layoff, transfers, recalls and terminations of employment within the bargaining unit, shall be forwarded to the Secretary of the Union or designate. The Union shall be permitted to make copies of casual time sheets bi-weekly.

8.02 Access to Personnel File

An Employee shall have the right, at a mutually convenient time, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein, and such response shall become a part of this file

**9. LABOUR-MANAGEMENT COMMITTEE**

9.01 Establishment of Committee

A Labor-Management Committee shall be established consisting of not more than four (4) representatives of the Board (who may be Trustees and/or supervisory staff) and not more than four (4) representatives of the Union.

9.02 Function of Committee

The Committee shall be a proactive, problem-solving committee which shall concern itself with the following general matters:

- (a) Considering suggestions to improve relations between the Board and its employees;

- (b) Promoting and improving the efficient and effective operation, services and practices of the Board; and
- (c) Reviewing staff suggestions and answering questions regarding working conditions and service to students.

N.B. Grievance matters shall not be discussed at this committee.

#### 9.03 Meetings of Committee

Either party can request that a meeting be convened in which case the Secretary of the Board shall notify the parties of the time and place and the requesting party shall provide an agenda pertaining to the matters to be discussed, HOWEVER, such meeting must be held not later than fifteen (15) calendar days after the request has been given. Such time may be extended by mutual consent of both parties.

### 10. LABOUR-MANAGEMENT RELATIONS

#### 10.01 CUPE Representative

The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Board.

#### 10.02 Management Representative

The Board shall have the right to have the assistance of an outside representative when negotiating with the Canadian Union of Public Employees.

### 11. BOARD ACTIONS AFFECTING THE UNION

#### 11.01 Board Shall Notify Union

The Union will be informed in writing of any change in Board policy or of any specific action by the Board which would affect members of the Union. The Union will be afforded a reasonable opportunity to consider such actions and if deemed necessary of speaking to them prior to a final decision by the Board. The Union will be supplied with a copy of current Board policies and will continue to receive copies of regular Board meeting minutes.

### 12. GRIEVANCE PROCEDURE

#### 12.01 No Suspension of Work

The parties hereto agree that should differences arise between the Board and the Union as to the meaning and application of this Agreement, or should any other dispute arise, there shall be no suspension of work on account of such differences.

#### 12.02 Grievance Committee

The Board acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of three (3) members who shall be Employees of the Board. The personnel of such Committee shall be communicated to the Board.

### 12.03 Settling of Grievances

Should a dispute arise between the Board and any Employee regarding the interpretation, meaning, operation, or application of this Agreement including any question as to whether a matter is arbitratable or where allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

#### Step 1

The aggrieved Employee and/or the Steward shall attempt to resolve the dispute with the Employee's supervisor as soon as possible but within seven (7) working days of becoming aware of the matter.

#### Step 2

If the matter is not resolved at Step 1, within five (5) working days the Employee and the Shop Steward may submit the grievance in writing to the supervisor, who shall respond in writing within five (5) working days.

#### Step 3

The Union shall submit the grievance to the Secretary-Treasurer or designate within five (5) working days. The Secretary-Treasurer or designate shall meet with the Union representatives within a further five (5) working days in an attempt to resolve the grievance. The Secretary-Treasurer or designate shall then respond in writing to the Union within a further five (5) working days.

#### Step 4

Within five (5) working days, if the matter is not resolved at Step 3, the Union may request a meeting with the Board which shall be held within ten (10) working days of the request. The Board shall respond in writing within five (5) working days of the meeting.

### 12.04 (a) No Loss of Pay to Attend Meetings

The three (3) Union representatives as per Article 12.02 and the grievor to a maximum of four (4) including the Union representatives will not lose pay for attendance at Grievance Committee meetings including arbitration.

- (b) The Board agrees that Stewards or Union Executive members shall not be hindered, coerced, restrained or interfered in any way in the performance of their duties while investigating disputes and presenting arguments as provided in this Article. The Union recognizes that each Steward or Union Executive member shall not leave their work during working hours except to perform their duties, however when this is necessary, the Employee involved shall not suffer any loss of pay. All Stewards or Union Executive members must notify and receive approval from their Board representative of the duties to be done, location and expected duration of absence prior to leaving the work location. Permission will not be unduly withheld.

### 12.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of Clause 12.03 may be bypassed PROVIDED that the matter is submitted in writing and signed by at least five (5) members of the Union Executive.

#### 12.06 Grievance Details

All grievances shall be in writing providing the date of the alleged violation, the name(s) of Employees involved and the clause(s) of the Collective Agreement which apply to the alleged violation. Lack of such information shall not void the grievance nor shall any inaccuracies prejudice the grievance.

### 13. ARBITRATION

#### 13.01 Request for Arbitration

Either party may request in writing that the grievance be submitted to arbitration as provided in the Labor Code of British Columbia.

#### 13.02 Expedited Arbitration

- (a) The parties may, by mutual agreement, refer to this Expedited Arbitration process any outstanding grievance.
- (b) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within three (3) working days of hearing. Brief written reasons for the decision shall be provided by the arbitrator.
- (c) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter (with the exception of discipline which may remain on an Employee's file.)
- (d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (e) Notwithstanding (a) above, if the issue changes substantially, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 13. In such an event, time limits shall not act as a bar to the grievance proceeding to that formal arbitration process.
- (f) All presentations shall be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations, and only when given to the other party forty-eight (48) hours in advance of the hearing date.
- (g) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (h) Neither party shall appeal a decision of an expedited arbitration.

#### 13.03 Amending Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties.

#### 13.04 Single Arbitrator

Notwithstanding the above, the parties may by mutual agreement, refer the dispute to a single arbitrator with each party paying one-half (1/2) the cost of such single arbitrator. The single arbitrator shall have the same powers as an arbitration board.

### 14. ADVERSE REPORTS, DISCIPLINE AND DISMISSAL

#### 14.01 Adverse Report

- (a) The Board shall notify an Employee in writing of any expression of dissatisfaction concerning the Employee's work within ten (10) working days of the event of the complaint, with copies to the Union and to the C.U.P.E. representatives. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the Employee's record for use against the Employee in regard to discharge, discipline, promotion, demotion, or other related matter. This article shall be applicable to any complaint or accusation which may be detrimental to an Employee's advancement or standing with the Board whether or not it relates to the Employee's work. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the Employee's record.

- (b) Criminal Record Search

All applicants who are to be offered a position by the Board will be required to consent to a criminal record search and employment may be refused if a charge or conviction is disclosed that is related to the job applied for. The R.C.M.P. shall do all investigations, provide the information to the applicant who may opt to disclose it to the Board. Any refusal to disclose the information will automatically disqualify the individual from the position.

#### 14.02 Discipline Procedure

- (a) Where disciplinary action is to take place, the Employee will be so advised and also advised of the right to have a Steward/representative present.
- (b) Whenever the conduct of an Employee is of such a nature to warrant disciplinary action, or a warning of disciplinary action, the Board shall notify the Employee of its dissatisfaction in writing, with copies to the Secretary of the Union. The Employee shall have the right to request a meeting with their immediate Supervisor and Shop Steward to discuss the Board's dissatisfaction. The Employee's written reply, if any, shall become part of the Employee's record.
- (c) In cases of discipline and discharge, the burden of proof of just and reasonable cause shall rest with the Board. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discipline notice to the Employee.
- (d) The record of an Employee shall not be used against the Employee at any time after twelve (12) months following a disciplinary action except for suspension, including letters of reprimand or any adverse reports provided that there are no other complaints in the twelve (12) month period.
- (e) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that discipline was justified.
- (f) The Board shall consider requests for removal of letters of suspension upon written application by the Employee.

#### 14.03 Political Action

No individual Employee shall be disciplined, except for the loss of pay, for participating in any action(s) called by the C.L.C., C.U.P.E. or the B. C. Division of C.U.P.E., and supported by the local Union. This does not indicate Board support for such action(s).

The contemplated action(s) shall be discussed with the Labor/Management Committee prior to the action(s) taking place.

#### 14.04 Cause for Dismissal

Employees can only be dismissed for just and reasonable cause.

#### 14.05 Termination Notice

Except in the case of dismissal for just and reasonable cause, the Board when terminating the employment of an Employee, shall give a minimum four (4) weeks' notice or equivalent pay, plus one (1) weeks' notice for every year of employment to a maximum of eight (8) weeks PROVIDED that this section shall not apply to casual Employees or to layoffs. Employees shall be expected to give four (4) weeks' notice of intention to leave the Board's employ.

### 15. SENIORITY

#### 15.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and is signified by a date. Seniority shall operate on a bargaining-unit-wide basis.

Where seniority is equal, the Employees original date of hire shall be used to determine which Employee is senior. Should both the seniority date, and the date of hire be equal, the order of the Employee number shall be the determining factor (numbers are generated in order of hire, and the lower number would get the position).

#### 15.02 Seniority List Posted

The seniority list shall be sent to the Union and posted on bulletin boards before the end of the months of April and October. Such list shall include the names, position, number of hours per week, location and seniority date.

#### 15.03 Probationary, Casual and Temporary Employees

- (a) New Employees of the Board shall be on probation for the first sixty (60) of the Employee's working days.
- (b) Upon completion of the probationary period, a regular employee's seniority, sick leave, and vacation, shall be dated from the initial date of the probationary period. Temporary and casual Employees shall achieve seniority in accordance with Article 15.07, Section (b).

#### 15.04 Loss of Seniority

An Employee shall not lose seniority rights if absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Board. An Employee shall only lose seniority in the event that:

- (a) The Employee is discharged for just cause and is not reinstated.
- (b) The Employee resigns.
- (c) The Employee is absent from work in excess of three (3) consecutive working days without giving the Board notice of a satisfactory reason for their absence, unless such notice was not reasonably possible.
- (d) The Employee fails to return to work within seven (7) days following a layoff and after receiving notice by registered mail to do so unless he gives a satisfactory reason for such failure. It shall be the responsibility of the Employee to keep the Board informed of their current address.
- (e) The Employee is laid off for periods in excess of:
  - (i) One (1) year if the Employee has one (1) year of service or less,
  - (ii) Twenty-four (24) months if the Employee has more than one (1) year of service, calculated on the basis of one (1) additional month for each year of service up to an additional twelve (12) months.
- (f) The Employee declines recall to a position within the same classification, with the same hours, and with the same location or fails to obtain a posted position during the period in 15.04 (e).

It shall be the responsibility of the Employee to keep the Board informed of their new current address.

An Employee who is recalled shall inform the Board whether or not the offer is accepted within fourteen (14) days of the receipt of the notice by registered mail of such offer. The Board shall allow ten (10) days from an acceptance of an offer of recall for the Employee to commence their duties.

- (g) When an Employee is working as a casual, seniority shall be lost in the event the Employee fails to respond to eight (8) call-ins or call-outs within a twelve (12) month period or is unavailable for work for a period in excess of four (4) consecutive months without having first notified the Employer of their unavailability. It is understood that an Employee who is unavailable for call-in or call-out shall notify the Board in advance in writing except in cases of emergency. If the Employee is unable to notify the Board in writing due to short notice, such as illness, the Employee must contact the appropriate dispatcher prior to being called out.

#### 15.05 Transfers and Seniority Outside the Bargaining Unit

No Employee shall be transferred to a permanent position outside the bargaining unit without their consent. If an Employee is transferred to a permanent position outside of the bargaining unit, the Employee shall retain their seniority acquired at the date of leaving the unit for a period of one (1) year and shall not pay union dues. If such an Employee returns to the bargaining unit within one (1) year, the Employee shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority. For temporary transfers seniority shall be retained and accumulated for six (6) months during which time union dues shall be paid. Extension may be granted by mutual agreement.

#### 15.06 Continuation of Seniority

In the event that the Board shall merge, amalgamate or combine any of its operations or functions with another Board, the Board agrees to the retention of seniority and comparable benefits for all Employees coming within the new bargaining unit of the successor Board.

#### 15.07 Casual and Temporary Employees

- (a) Employees who are successful in an application for a position posted in accordance with Article 16.01 shall be accorded seniority in accordance with Article 15.03 above.
- (b) Casual and Temporary Employees, having completed probation, shall achieve seniority by working a total of sixty (60) shifts in any consecutive six (6) month period. A shift is defined as any day on which an Employee works. Seniority shall be dated as of the sixtieth (60<sup>th</sup>) shift.
- (c) In calling out casuals for available work one call will be made to the phone number provided by the Employees. Messages will not be left and should the Employee not be available, the next casual will be offered the work.
- (d) Once seniority is achieved, the Employee is entitled to be called in order of seniority and offered the maximum number of hours available at the time.

For the purpose of Probation and Seniority, the same sixty (60) shifts could be performed concurrently.

### 16. PROMOTION AND STAFF CHANGES

#### 16.01 Job Postings

- (a) When a vacancy caused by death, retirement, resignation or separation from employment, promotion or demotion or an additional position occurs in an occupational classification covered by this Agreement, or a new occupational classification is created which is within the bargaining unit, the Board shall, if it determines to fill such a vacancy or new classification, post it for seven (7) calendar days. Any Employee may apply for such position in writing within such seven (7) calendar days. Appointments shall be made within fifteen (15) working days after the closing date noted on the job posting.
  - (i) Temporary postings shall not exceed six (6) months unless otherwise mutually agreed.
- (b) Promotion shall, in addition to its normal definition, also mean an increase in more than of five (5) hours per week, in the number of hours worked per week but shall not include a temporary appointment of forty (40) working days or less or relieving in the case of maternity leave in accordance with Article 24.07.
- (c) Extra Hours

Employees working less than full-time who are willing and capable shall be given the first opportunity on the basis of bargaining unit seniority within the Employee's department, school or classification as the case may be for extra hours when work becomes available on a short term basis, provided the extra hours do not conflict with their regularly appointed position. Any increase in hours shall be in quarter (1/4) hour increments.
- (d) No outside advertising for any vacancy shall be placed until the applications of present Employees have been fully processed, EXCEPT in the case of resignations where less than three (3) weeks' notice has been given.
- (e) All Employees shall be afforded the opportunity to "pre-bid" any job vacancy posted in accordance with Article 16.01 (a). Such "pre-bid" application shall be given equal consideration with any other application. The Board shall not preclude such "pre-bid" applicant solely on the grounds that the Employee is not readily available to commence work.

The time limits for grievance under Article 12.03 (a) shall be waived as though it commenced on the first day the Employee returns to work.

(f) Christmas Break, Spring Break and Summer Layoff, 10 Month Employees

In the event of temporary work assignments becoming available during the Christmas Break, Spring Break and Summer Layoff, when school is not in session, the Board agrees to offer employment to ten (10) month Employees on temporary layoff in accordance with qualifications and seniority. Employees interested in undertaking such work assignments shall advise the Secretary-Treasurer in writing, by June 15 of each year of their interest in accepting such assignments. The Board agrees that a reasonable effort will be made to contact qualified Employees, whose names have been submitted on the basis of seniority as such assignments arise.

It is agreed by the parties that ten (10) month Employees shall not be entitled to bump as a result of layoff due to normal Christmas Break, Spring Break or Summer Break.

(g) An Employee promoted or reclassified within the same category shall have their years of service maintained with regard to placement on the new scale. An Employee promoted or reclassified into a higher category shall be placed on the job rate.

(h) Education Assistants

Notwithstanding Article 16.01 and Article 1.02, the parties agree to implement the following during the term of this agreement.

By the end of May of each year, the Board will provide layoff notices to all employees whose location will change or whose hours of work will increase or decrease effective the next school year. Employees whose hours have been reduced shall have the option of staying in the position and accepting the reduction or accepting the layoff.

Education Assistants including Support Service Assistants, Health Care Assistants and Child and Youth Care Workers will be assigned to positions as follows:

Employees whose positions did not change, would remain in their position subject to the exercise of bumping rights by a more senior qualified employee.

On or by a date to be determined of each year, the Board shall post vacant Education Assistant positions in the normal procedure. The Board will also provide a list of current positions for bumping purposes.

On or by the first day of the school year, there shall be a paid general meeting of all employees with seniority who are interested in and qualified for Education Assistant positions. By descending order of seniority, each qualified Employee shall either select a vacant Education Assistant position, exercise their bumping rights (if applicable), or decide to remain in their current position as per above. Selection will continue until either all candidates with seniority are placed or all positions are filled. Three (3) representatives of the Board and three (3) representatives of the Union shall attend this meeting, along with other resource representatives by mutual agreement.

For the purpose of this meeting only, the Board will provide information on the anticipated duties of each position with the understanding that these may change subject to operational need.

The Board will attempt to maximize hours subject to operational need.

After the meeting, once all positions have been filled or all candidates have been placed, all provisions of the collective agreement will apply.

The employer may consider requests for reassignments on a case-by-case basis.

The Board will post a minimal number of District Education Assistant positions. New Education Assistant positions created during the school year may be filled on a temporary basis by District Education Assistants and shall be reposted at the end of the school year. Any increase in hours allocated to the District Education Assistants will be by seniority.

(i) Gender Specific Postings

In the event the need for a gender specific posting arises, the parties shall meet to resolve the issue. Should the parties agree, a joint request for variance shall be sent to the Human Rights Council. Should one party disagree, the reasons for disagreement shall be sent with the request for a variance, which shall no longer be joint. The parties agree to abide by the decision of the Human Rights Council.

16.02 Information in Postings

Such notices shall contain:

- (a) Duties of the position
- (b) School or schools or other buildings involved, if applicable
- (c) Rate of pay
- (d) Hours of work
- (e) Qualifications required.

16.03 Appointments

In making appointments, the applicant with the greatest seniority and having the required qualifications will be selected. Where appointments are made from within the bargaining unit, the selection shall be made within two (2) weeks of the closing date of the posting wherever possible. All candidates will be notified in writing of the selection so made.

16.04 Trial Period

The successful applicant in a new classification shall be placed on trial for a period of sixty (60) of the Employee's working days. Conditional on satisfactory service, such trial promotion shall become permanent (except for temporary Employees) after the 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, or if the Employee finds themselves unable to perform the duties of the new job classification, the Employee shall be returned to their former position without loss of seniority and wage or salary. Any other Employee promoted or transferred because of the re-arrangement of position shall also be returned to their former position without loss of seniority and wage or salary.

16.05 Disabled Employee's Preference

An Employee who has been incapacitated at their work by injury or compensable occupational disease, or who through disablement, is unable to perform their regular duties, will be employed in other work where possible, PROVIDED that such Employee may not displace an Employee with more seniority.

#### 16.06 Professional Development

The Union and the Employer agree to maintain a Professional Development fund which will fund Professional Development for support staff employees during Professional Development days. The Employer agrees to contribute three thousand dollars (\$3,000.00) per year annually to the fund. The Labour Management Committee shall annually plan the Professional Development days, and agreement shall be required on the curriculum. Each department shall have a session which is relevant to maintaining or improving their skills.

Effective July 1, 2020 Support Staff shall participate with pay in four (4) Professional Development/Non-Instructional days that are scheduled during the School year. When Professional Days/Non-Instructional days fall during the Spring, Summer or Winter breaks ten (10)-month employees shall be on layoff, and twelve (12)-month employees shall continue to work. In exchange ten (10)-month employees shall suspend their entitlement to bump when they are on layoff during School breaks in accordance with 16.01 (g) of the Collective Agreement.

Effective July 1, 2019, the Parties agree that LOU #6 shall be deleted and the funds shall be allocated to funding one Pro-D day for all staff. Effective July 1, 2020, the annual Service Delivery Allocation of \$28,299 will be allocated to fund Pro-D days. The LIF fund will also be used to contribute to this agreement with the remaining LIF funds to be negotiated through the LIF agreement annually. Should there be any excess funds at any point in time they shall be allocated to funding education on Pro-D days.

### 17. LAYOFFS AND RECALLS

#### 17.01 Role of Seniority

In cases of layoff, and recalls from layoffs, within the system the applicant with the greatest seniority and having the required qualifications will be selected, EXCEPT in circumstances beyond the Board's control. In the event of layoffs, Employees shall be laid off in the reverse order of their seniority. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the less senior Employee. Ten (10)-month employees shall not be entitled to exercise bumping rights during normal school closures.

The layoff procedure shall be as follows:

- (a) Board identifies Employees affected by lay-off in writing.
- (b) The Board provides a current seniority list with names, job classifications, hours of work and where applicable, locations to the Union and laid off Employee.
- (c) The Secretary-Treasurer or designate shall, if requested, meet with the laid off Employee(s) and Union representative to discuss options. The Senior Employee shall indicate their choice as to what position they wish to bump as soon as possible to a maximum of five (5) working days or longer, if mutually agreed. It is understood that an Employee bumping must meet the required qualification for the position into which the Employee is bumping.
- (d) When an Employee has been bumped, the Secretary-Treasurer or designate shall, if requested, meet with the Employee(s) and a Union Representative to discuss the Employee's options. The Employee shall make a choice within five (5) working days.
- (e) An Employee exercising bumping rights may bump into an equivalent or lower or higher paid classification depending upon seniority and qualifications.

- (f) An Employee cannot bump a part of a position, they must bump a position that is full-time or positions that are less than full-time.

#### 17.02 Recall Procedure

Employees shall be recalled in the order of their seniority, if qualified.

#### 17.03 No New Employees

New Employees shall not be hired until those laid off have been given an opportunity of recall, PROVIDED that they are qualified for the positions.

#### 17.04 Notice of Layoff

The Board shall notify Employees, in writing, other than temporary Employees, who are to be laid off, thirty (30) working days before the layoff is to be effective. If the Employee has not had the opportunity to work twenty (20) working days after notice of layoff, the Employee shall be paid in lieu of work for that part of the twenty (20) working days during which work was not available. The Board will endeavor to follow up in person with laid off employees following the delivery of the layoff notice.

#### 17.05 Vacant Positions

A regular Employee who is about to be laid off may be offered any position that is being filled by a probationary Employee at the time of layoff provided the regular Employee has the required qualifications to fill such a position. In the event the Employee chooses not to accept the position, normal bumping provisions shall prevail.

### 18. HOURS OF WORK

#### 18.01 Work Week

The five (5) consecutive day (Monday to Friday) working week shall be the established policy of the Board for all Employees.

#### 18.02 Category 1, 2 and 3 Employees

Employees covered under categories #1, #2 and #3 in the Schedule of Wages shall have a regular work day of seven and one-half (7 ½) hours and a regular work week of thirty-seven and one-half (37 ½) hours.

#### 18.03 Category 1 Employees

Employees covered by category #1 in the Schedule of Wages who, through the exigencies of the job, are unable to complete their shifts in seven and one-half (7 ½) hours a day, shall follow the procedure outlined below:

- (a) The regular working day shall not exceed eight (8) hours.
- (b) The extra half-hour each day shall be accumulated towards time off at a mutually acceptable time which shall be agreed to at least two (2) weeks in advance.

- (c) As of December 31 in any year all such unused accumulated time shall be deleted from the Employee's record of payment in cash at the Employee's regular rate of pay.

#### 18.04 Category 4, 5 and 6 Employees

Employees covered under categories #4, #5 and #6 in the Schedule of Wages shall have a regular work day of seven (7) hours and a regular work week of thirty-five (35) hours between the hours of 6:00 a.m. and 6:00 p.m. daily.

#### 18.05 Part-Time

The normal assignment for a part-time Employee is less than seven and one-half (7 ½) hours per day in Categories 1, 2, and 3, less than seven (7) hours per day in Categories 4, 5, and 6, and/or fewer than five (5) days per week in Categories 1 through 6.

#### 18.06 Temporary Work Schedule Changes

Due to changing job requirements, it may be necessary to vary start and finish times for Employees from time to time on an occasional basis with the following provisions:

- (a) twenty-four (24) hours' notice of the change is given unless overtime is paid for hours which fall short of twenty-four (24) hours;
- (b) the new schedule is consecutive hours unless the current shift is split; and
- (c) the work week remains the same.

An Employee or a supervisor may request an occasional change in the scheduled number of hours worked each day during a week with the following provisions:

- (a) the Employee and the supervisor must both agree to the change; and
- (b) the new weekly schedule will contain the same number of appointed hours.

#### 18.07 Emergency School Closures

If schools are closed on an instructional day for students, employees scheduled to work shall have the opportunity to work that day. If the Board determines that a school or department shall be closed for employees, affected employees shall be granted an automatic leave of absence with pay.

#### 18.08 Rest Periods

Employees working four (4) consecutive hours per day or more shall be entitled to one (1) paid rest period.

Employees working six (6) hours per day or more shall be entitled to two (2) paid rest periods.

Employees working seven (7) hours or more shall be entitled to two (2) paid rest periods and an unpaid lunch break.

Employees required to work overtime shall be entitled to a paid rest period every two (2) hours.

Times for rest periods shall be established at the discretion of the Supervisor, however they shall consult with the Employee and take the Employee's input into consideration.

#### 18.09 Minimum Daily Hours

- (a) The Board is committed to providing a minimum of four (4) hours of work for a regular continuing Employee reporting for work and for a temporary Employee report for work who has posted into the position.
- (b) Exemptions from the four (4)-hour minimum:
  - (i) small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
  - (ii) Strong Start Facilitator positions
  - (iii) Other positions by mutual agreement in writing
- (c) The four (4) hours will be consecutive but may exclude a lunch period of up to one (1) hour. Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (d) Additional hours of less than four (4) hours may be posted as "extra hours" and are available to Employees who are able to accept the hours, in addition to their current assignment.

### 19. OVERTIME

#### 19.01 Overtime Defined

- (a) All the time worked before or after the regular work day and the regular work week (see Articles 18.02, 18.03 and 18.04 above) or on a holiday, shall be considered overtime.
- (b) Overtime opportunities shall be awarded on the following basis:
  - (i) first, to the Employee or replacement who is assigned the work on the day the overtime is to be done, or on the day previous in the case where the overtime is to be done on a non-working day;
  - (ii) second, to the senior qualified Employee in the job classification, in the case where no Employee or replacement is assigned to do the work on the day the overtime is to be done, OR on the previous day where the overtime is to be done on a non-working day;
  - (iii) thirdly, in the case of work necessary to be scheduled on a pre-arranged basis, to the person regularly and normally assigned the job, or when that person is not available, to the senior qualified Employee in the job classification.
- (c) For pre-arranged overtime, where an Employee has to return to work, a two (2) hour minimum will apply.

#### 19.02 Payment of Overtime

- (a) The rate for overtime shall be one and one-half (1 ½) times the hourly rate for the first three (3) hours and twice the hourly rate thereafter.
- (b) The rate for hours worked on Saturday or Sunday or statutory holidays shall be twice the hourly rate for Employees who have worked the fully scheduled hours as indicated in Article 18 above.
- (c) Time off at the appropriate rate shall be granted in lieu of pay where possible.
- (d) Time off must be taken in the year that it is earned. Any accumulation as at December 31 of the year will be paid out on the final cheque of the year.
- (e) If the Supervisor and the Employee mutually agree, Employees who work straight time hours may take such time off in lieu at a mutually agreeable time during the school year.

#### 19.03 Call-out

- (a) Call-out shall be defined as a period of work when an Employee is brought back to work after having officially completed their duties for the day or the week and has left the job in a normal manner.
- (b) Any Employee who is called out before or after regular working hours as defined in Section (a) above, shall be paid two (2) hours at straight time plus the actual time worked at the appropriate overtime rates.
- (c) Call-out does not apply in situations where the Employee has been notified prior to the completion of their regular shift to return to work for overtime or extra hours.
- (d) For call-out of substitute or casual Employees sections (a), (b), and (c) do not apply.
- (e) As a result of a call-out, if an Employee does not have (8) eight hours off between shifts, the Employee will be entitled to take time off with pay the following day. Such time off with pay will be equivalent to the actual time spent working during the call-out.

#### 19.04 School District Organized Trips on School Buses

- (a) The Employer will offer School District organized trips on District School buses to bus drivers by seniority and rotation. Beginning at the top of the seniority list and going down the list, the trip is offered to each employee until someone agrees to take the trip. The next time a trip comes available, the offer goes to the next person on the seniority list and continues until someone agrees to take the trip. This agreement is specific to the bus garage and does not have any implication for any other department.
- (b) All out of District trips will be paid a minimum of ten (10) hours; seven and one-half (7.5) hours at straight time and two and one-half (2.5) hours at over time rates. Weekend trips are subject to double time rates after an Employee has worked thirty-seven and one-half (37.5) hours in the week. Where a driver is required by the employer to stay with the bus, waiting time is paid.
- (c) Out of District travel expenses shall be re-imbursed as per current District rates upon completion of the claim form.

20. n.a.

## 21. HOLIDAYS

### 21.01 List of Holidays

In accordance with the provincial statutes regulating general holidays, all Employees coming within the provisions of this Agreement shall be entitled to the following statutory holidays, namely:

New Year's Day	B.C. Day
Family Day	Labor Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

AND any other day proclaimed by Federal, Provincial or Municipal Governments, PROVIDED that an alternate holiday shall be granted if heating or emergency circumstances require an Employee's presence at school on a statutory holiday and, without limiting the responsibility of the Employee for necessary duties at school as required.

Employees working less than five (5) days per week shall be paid on a pro rata basis for statutory holidays which fall on days on which they normally would not work. Notwithstanding the above, an Employee shall not receive pay for a statutory holiday unless the Employee has earned wages or performed work in respect of fifteen (15) of the thirty (30) calendar days before or after a general holiday.

### 21.02 Christmas and New Year's Holidays

The following provisions shall apply during the Christmas and New Year's holidays to Employees scheduled to work:

- (a) When Christmas Eve and/or New Year's Eve falls on a working day, all Employees shall be entitled to time off commencing at 2:00 p.m. without loss of pay.
- (b) When Christmas Day falls on a Tuesday, the preceding Monday shall be declared a day off with pay.
- (c) When Christmas Day falls on a Wednesday, the next succeeding Friday shall be declared a day off with pay.

### 21.03 Holidays During Vacation

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 each holiday in addition to regular vacation time. If a holiday falls on a Saturday or Sunday, the Employee shall have an alternate day for that day.

### 21.04 Proclaimed School Holiday

When, in addition to regular holidays, a school day is proclaimed a holiday by the Minister of Education, Employees covered by this Agreement shall be entitled to receive that day as a holiday or another day in lieu as may be mutually agreed between the parties to this Agreement.

## 22. VACATIONS

22.01 (a) A regular full time Employee, shall receive an annual vacation with pay in accordance with the Employee's years of employment as follows:

Less than 1 year	-	0.834 days per month employed
After 1 year	-	2 weeks
After 2 years	-	3 weeks
After 7 years	-	4 weeks
After 15 years	-	5 weeks
After 20 years	-	6 weeks

- (b) Employees shall receive vacation pay based upon 2% of previous years' earning per week of vacation entitlement.
- (c) Employees are entitled to carry over five (5) days of vacation time into the following year. Additional time may be carried over only with approval from the Board.
- (d) Vacations may be taken during the year in which they are earned, provided that Employees who leave the Board's service after taking their vacation and before completing the required months of service shall have the value of any unearned vacation recovered from their termination pay.
- (e) Vacations are pro-rated for part year active employment and for vacation calculation; leaves of absence without pay in excess of thirty (30) working days, leaves for Workers' Compensation reasons after top up ends for any one occurrence; time on layoff and unpaid sick leave are not counted as active employment.

Notwithstanding the above, years of employment entitlement levels shall not be affected.

### 22.02 Long Term Supplementary Vacations

In addition to regular holidays, long term supplementary vacations will be granted as follows:

- (a) After ten (10) years' consecutive service, one (1) week of supplementary vacation shall be taken after reasonable consultation between the Employee and the Board, at any time during the following five (5) years.
- (b) After fifteen (15) years' consecutive service, two (2) weeks of supplementary vacation shall be taken after reasonable consultation between the Employee and the Board, at any time during the following five (5) years.
- (c) After twenty (20), twenty-five (25) and thirty (30) years of consecutive service as the case may be, four (4) weeks of supplementary vacation shall be taken after reasonable consultation between the Employees and the Board at any time during each interim five (5) year period.
- (d) Prior to completion of ten (10) years of service and prior to the completion of each succeeding five (5) year period thereafter, a letter shall be sent to the Employee stating that the Employee will be eligible for supplementary vacation to be used in one of the following ways over the following five (5) years:
  - (i) The Employee (EXCEPT school term Employees) shall take the time as a paid vacation.

- (ii) School term Employees may opt to take the time as a paid vacation or receive the supplementary holiday pay at the Spring break and Christmas break.
- (e) The amounts granted and taken (as listed above) will be based on a calculation that determines the average amount of weekly hours worked over the preceding years.
- (f) Upon retirement, the employer shall have the discretion to waive the number of years to move to the next increment.

#### 22.03 Vacation Period

Employees shall take the holidays to which they are entitled at any time during the year to be taken at a mutually agreeable time. Employees terminating their services during the year will receive pro-rated paid holidays based on the number of months worked from the employment anniversary to the date of termination. Requests for vacations must be submitted in writing at least one (1) month prior to the vacation being taken, EXCEPT where there are extenuating circumstances. The Board may exercise discretion in deciding how many Employees in a department may take vacations at any one time.

#### 22.04 School Term, Casual and Temporary Employees

All Employees who work the school term but who are not required to work the Easter or Christmas recess, temporary and casual Employees, shall receive their vacation pay, based on the appropriate percentage of gross pay, on each pay cheque.

#### 22.05 Sick Leave during Vacation

Where an Employee on vacation becomes sick and is hospitalized or confined to bed by a qualified medical practitioner, the Employee will be granted sick leave for the period of hospitalization or confinement pursuant to Article 23. The Employee is required to provide a medical document of proof of the hospitalization or confinement.

### 23. SICK LEAVE PROVISIONS

#### 23.01 Sick Leave Defined

Sick leave shall mean that period of time a Regular Employee is absent from work with full pay by virtue of being unable to work due to medical reasons or under examination or treatment by a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick leave is available to casual and temporary Employees that have seniority, while working in a temporary position.

#### 23.02 Amount of Sick Leave

After completion of the probation period, sick leave on the basis of seven percent (7%) of the hours worked, excluding premiums, or paid during a pay period, shall be allowed from the date of appointment and such may accrue as of January 1<sup>st</sup> 1968. Employees shall be permitted to use their accumulated leave in excess of their current calendar year allowance to a maximum of one hundred twenty (120) days in a calendar year.

Regular employees who work casual hours or extra hours shall accumulate sick leave in addition to the time worked in the regular appointed position.

### 23.03 Sick Leave For Employees Who Work Less Than Twelve Months

Employees who are employed for less than twelve (12) months and are offered regular or temporary employment in their own category or a category for which they are qualified during the months in which they do not normally work, shall be permitted to use their sick leave credit for time off while so employed.

### 23.04 Sick Leave Accrual

- (a) Beginning January 1<sup>st</sup> 1958 where in any one year an Employee has not had a sick leave or only a portion thereof, they shall be entitled to an accrual of one hundred per centum (100%) of the unused portion of such sick leave for their future benefit.
- (b) For those Employees in the service of the Board on February 28<sup>th</sup> 1981, after ten (10) years of service or on retirement, a cash remuneration of accumulated sick leave (to a maximum of ninety (90) of the Employee's regular work days averaged over five (5) years) shall be paid to such Employee (or their beneficiary should they die in service) whose services are terminated, EXCEPT for just and reasonable cause.
- (c) For those Employees whose service with the Board began on or after March 1<sup>st</sup> 1981, after ten (10) years of service and on retirement, and being eligible for a superannuation allowance, a cash remuneration of accumulated sick leave (to a maximum of ninety (90) days) shall be paid to such Employee (or their beneficiary should they die in service).
- (d) At the Employee's request and provided there is no conflict with the provisions of the Income Tax Act, the payment of this allowance shall be:
  - (i) A lump sum payment at the time of termination or retirement, or
  - (ii) For income tax purposes, held over to any taxation year following termination of employment, or
  - (iii) A group Registered Retirement Savings Plan payable to the registered carrier to be held in trust for the Employee and payable at normal retirement age.
- (e) Sick leave will be expressed in hours.

### 23.05 Proof of Illness

The JEIS process shall be followed by the Board when working with Employees who are on a short-term medical leave of absence.

An Employee is required to produce a medical certificate for any illness in excess of five (5) working days. Where possible, the certificate will specify the Employee's expected return to work date.

In the event the leave is expected to exceed twenty (20) working days, the position shall be posted as a temporary position.

Employees returning from a medical leave in excess of five (5) working days must provide a medical certificate certifying that they are able to resume their duties.

The cost of the above medical certificates shall be paid by the Board.

#### 23.06 Sick Leave Records

Employees will be advised of their sick leave accumulation on their pay statement. Any discrepancies must be reported to Payroll within ninety (90) days.

#### 23.07 Medical Examinations

All Employees covered by this contract who are required by the Board to have medical examinations and/or inoculations shall have the cost borne by the Board, including loss of wages.

### 24. LEAVE OF ABSENCE

#### 24.01 General Leave

- (a) The Board may grant up to thirty (30) working days leave of absence, with or without pay based on the circumstances and merits of each Employee's request. Such leave, if granted, shall be at the discretion of the Secretary-Treasurer of the Board and subject to review by the Board from time to time for conformity with Board policy.
- (b) Leave of absence in excess of thirty (30) working days may be granted only by special resolution of the Board for the purposes of personal leave, etc. The vacated position in such cases shall be considered temporary for the duration of such leave. Any re-arrangement caused directly as a result of such leave shall also be temporary for the duration of such leave.

The Employee requesting such leave shall retain their seniority but shall not accumulate seniority for the duration of the leave. In addition, the Employee shall pay all costs of benefits during such leave.

Upon return from such leave, the Employee will be placed in their former position if it is available, otherwise they will be placed in a position as similar as possible to the original vacated position.

- (c) An Employee may, with approval of the Board, be granted up to two (2) days' leave of absence with pay in any one calendar year to attend a personal household or domestic emergency.

#### 24.02 Bereavement Leave

- (a) Bereavement leave with pay shall be granted in accordance with Article 24.01 above, in the event of the death of an Employee's spouse, child, parents, sibling, aunt, uncle, grandparents, and grandchildren. All definitions shall include step, inlaw, and foster.
- (b) Bereavement leave with pay in the case of death of one of the relatives mentioned in Section (a) above shall normally be granted under one of the following conditions:
  - (i) The Employee actually attends the funeral, celebration of life or other such ceremony. Unused leave may be used within one (1) year of the death to attend a celebration of life or other such ceremony.
  - (ii) The Employee, while not able to attend the funeral, is required to assist the family in affairs regarding the estate.
  - (iii) The Employee is unable to attend the funeral, but is too distraught to be able to perform effectively the normal duties of the job.

- (c) If any of the above conditions are met, leave with pay of up to three (3) days shall be granted. Bereavement leave days do not have to be taken consecutively.
- (d) A further two (2) days leave with pay shall be granted under exceptional circumstances (e.g. – where the funeral takes place outside of Powell River). Additional leave with pay may be granted at the Employee's request.
- (e) Employees may be granted one-half (1/2) day leave with pay to attend a funeral in the capacity of a pallbearer.

#### Implementation of Electronic Timesheets

In exchange for including aunts and uncles as eligible qualifying criteria in the above mentioned bereavement leave clause, it has been agreed, that beginning with the 2019-2020 school year, the District and CUPE agree to the use of routine electronic communication including but not limited to, electronic timesheets and leaves.

#### 24.03 Union Leave of Absence

- (a) Any Employee who is required to attend a Union convention or perform any other function on behalf of the Union and its affiliates necessitating a leave of absence shall, upon application to the Secretary-Treasurer of the Board, be granted leave of absence at no cost to the Board for their salary or benefits.
- (b) Where a significant number of absences are anticipated, in the case of absences for an Education Assistant, the Union agrees that the Board may use the same casual Employee for all absences of the "Assistant" on any leaves.

#### 24.04 Union Business

Time off with pay shall be granted to representatives of the Union to transact business with the Board when such a meeting is mutually agreed to by the Board and the Union (e.g. – salary negotiations).

#### 24.05 Leave of Absence for Union Officials

- (a) Where an Employee is elected or selected for a part-time/full-time position with C.U.P.E., the Board shall grant leave of absence for periods of up to two (2) years, without loss of seniority, provided that the absence of the Employee does not interfere with the bona fide operational requirements of the School District.

During the term of office, or with respect to any leave of absence granted without pay under this section, such Employee shall receive the pay and benefits as provided in the current Agreement on the understanding that the Union will reimburse the Board for all pay and benefits during the period of absence, i.e., there will be no cost to the Board. Where the length of absence is for a part-time/full-time position with the Union an Employee may request further leave of absence prior to the expiry of any such leave.

Prior to returning to the employ of the Board, the Employee on leave for a position with the Union will give no less than thirty (30) days' notice of returning to the service of the Board unless not reasonably possible to do so.

- (b) The Board agrees that any Employee who might be elected or appointed to a part-time or full-time position with the British Columbia Federation of Labor or one of its Councils, or the Canadian Labor Congress, may be granted leaves of absence without loss of seniority for periods up to two (2) years, but not less than three (3) months, provided that there shall be no cost to the Board. Such leave shall be renewed each year on request, during the term of office, by giving no

less than thirty (30) days' notice to the Board. Upon termination of such period of office, such an Employee may return to a position subject to all terms and conditions of the Collective Agreement applying to posting and filling of vacancies.

- (c) In the case of leaves of absence for Union officials under this Article or Article 24.03, the parties agree that one (1) replacement Employee may be used for each Union official's position, providing normal seniority provisions are followed.

#### 24.06 Jury or Court Witness Duty

An Employee who is subpoenaed for jury duty or called upon to act as a court witness shall continue to receive full pay while so engaged, PROVIDED the Employee turns over to the Board any monies the Employee receives for serving as a juror or witness on days the Employee would normally be working.

An Employee called upon to act as a witness in court or at any other judicial proceedings on behalf of the Board, shall be paid at the straight time rate of pay for all hours spent in so doing. Hours worked before or after the Employee serves as a witness will be at straight time. Overtime pay will only be appropriate if actual work is performed in accordance with the provisions for overtime payment in Article 19. An Employee receiving a full day's pay for appearing in court under this subsection will not necessarily be called in to work their regular shift on that date.

#### 24.07 Medical Care Leave

Employees shall be allowed up to a maximum of three (3) working days per annum, to be deducted from the Employee's personal accumulated sick leave, in order to conduct preventive medical health and dental care procedures. Such deductions shall be taken in no less than one-half (1/2) working day periods. On request, Employees may be required to show proof of medical or dental care. When the Employee's Supervisor agrees with the reduction, medical care leave may be reduced to no less than one hour block.

Where possible, Employees will schedule routine medical and dental appointments outside of working hours.

#### 24.08 Maternity and Parental Leave

The provisions of part 7 of the Employment Standards Act shall apply except as detailed below:

- (a) Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of twelve (12) months. The Employee returning to work after maternity leave shall provide the Board with at least four (4) weeks' notice and on return from maternity leave, the Employee shall be reinstated in all respects by the Board in the position previously occupied by the Employee, or in a comparable position and with all increments to wages and benefits to which the Employee would have been entitled had the leave not been taken.
- (b) Employment During Pregnancy

The Board shall not deny a pregnant Employee the right to continue employment during the period of pregnancy when their duties can be performed. The Board may require proof of the Employee's capability to perform their normal work through the production of a medical certificate.

(c) Length of Maternity Leave

Maternity leave shall cover a period up to six (6) months before or after the birth or adoption of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of six (6) additional months shall be allowed. General leave may be granted where additional leave is required because of the health of the unborn child.

(d) Seniority Status During Maternity Leave

While on maternity leave an Employee shall retain and accumulate their full employment status in connection with the seniority provision(s). The services of an Employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension or other plan beneficial to the Employee and the Employee may continue coverage of welfare benefits as described in Article 28, but shall pay one hundred percent (100%) of the premium cost of such benefits.

24.09 Birth/Adoption Leave

An Employee will be granted one working day leave with pay on the day of the birth or adoption of their child(ren).

24.10 Deferred Salary Leave Plan

C.U.P.E. members shall be included in the Deferred Salary Leave Plan as contained in Board Administrative Procedures 430.

24.11 Educational Leave

Educational leave may be granted, without pay and benefits, for Employees to upgrade educational qualifications. Each case will be determined on an individual basis and on the bona fide operational requirements of the Board. Approval or disapproval will not be subject to the grievance procedure. When educational leave is granted, seniority shall be maintained and accumulated. Vacation and sick leave shall not be accrued but will remain banked at the same level accrued by the Employee, prior to the Employees' leave.

24.12 Employment Standards Leaves

Part 6 of the Employment Standards Act of BC contains additional employee leaves not specifically mentioned in the Collective Agreement, which Employees are entitled to take in accordance with the Employment Standards Act of BC.

Included in the above reference are leaves associated with Domestic Violence. An Employee is entitled to such leaves if an Employee or the Employee's child has experienced domestic violence or sexual violence in accordance with the Employment Standards Act of BC.

Application for such leaves shall be made to the Board.

**25. PAYMENT OF WAGES AND ALLOWANCES**

- 25.01 (a) The salaries paid shall be in accordance with the schedule attached and any new positions coming within the jurisdiction of the Board shall be mutually agreed upon by the Board and the Union and paid on a pro rata basis.

- (b) Pay days shall be every second Friday.
- (c) All remuneration will be by automatic payroll deposits to a local financial institution.

#### 25.02 Lead Hand Appointments

When a Garage Foreman or Working Foreman/Multi-trades, is absent for sickness, holidays, etc. an Employee of the same department must be appointed as their relief as follows:

- (a) For scheduled vacations, leaves of absence, etc., the appointment shall be from the first day of absence.
- (b) For sickness and unscheduled leaves of absence, the appointment shall be made and paid on the third day of absence.
- (c) The Employee shall receive an extra ten percent (10%) above the Employee's own salary during such period of relief.

#### 25.03 Premium for Licenses and Certificates

- (a) Employees who maintain a steam ticket or a bus driver's license with air brake endorsement, in addition to licenses or certificates required to perform their regular duties and who are willing and available to substitute when necessary, shall be paid ten cents (10¢) per hour above their regular rate of pay.
- (b) Any custodian who holds, AND USES, a steam ticket shall be paid thirty cents (30¢) per hour above their basic salary.

#### 25.04 Shift Differential

- (a) An afternoon shift allowance shall be paid for hours worked between 2:00 p.m. and 10:59 p.m.
- (b) A night shift allowance shall be paid for hours worked between 11:00 p.m. to 6:59 a.m.
- (c) In subsequent years, the allowance will increase by the same percentage as the average percentage increase in the schedule of wage rates. See the schedule of wage rates for current allowances.
- (d) Bus drivers who must return to work for additional mid-shift runs shall be compensated a minimum of one (1) hour's pay.

#### 25.05 Split Shift Differential

Forty-five (45) minutes shall be allowed as a split shift differential for bus driver-custodians. Fifteen (15) minutes of this allowance shall be used for sweeping the bus.

#### 25.06 Travel Allowance

- (a) Mileage allowance at the rate in accordance with Board policy shall be paid to Employees as follows:
  - (i) to Employees required, at the Board's request, to travel from one work location to another during the Employee's shift;
  - (ii) to Employees holding a job posting requiring work at more than one work location;

- (iii) to Employees holding more than one job posting at different locations where at least one job location is outside the District of Powell River, mileage shall be paid to or from the location outside of the District boundaries.

Mileage shall not be paid to or from the Employee's place of residence.

- (b) Where an Employee is required by the Board to travel between work sites, no deduction will be made for travel time.
- (c) Any Employee required to use their vehicle in the performance of their duties, if requested by the supervisor, will be reimbursed for the difference between "to work" and "business class" insurance.
- (d) Where an Employee combines two (2) job postings at their request, no mileage is paid between the locations (except as per (a)(iii)).
- (e) Casual Employees filling in for regular Employees will receive mileage on the same basis as the regular Employee whom they are replacing.
- (f) Ferry fares will be paid by the Board for those Employees who live and work on Texada and who are required by the Board to attend special sessions in Powell River.

#### 25.07 Retirement

When Employees retire at or after the minimum retirement age set out in the Pension (Municipal) Act, and having completed ten (10) years or more continuous service with the Board, they shall be granted four (4) weeks' extra pay, and if an Employee has not taken their holidays for the current year, the Employee shall be paid in lieu of such holidays in the proportion of the time worked in the year of the Employee's retirement. Early retirement shall be considered on an individual basis by the Board.

#### 25.08 Rate of Pay For Job Performed

Except for lead hand appointments in accordance with Article 25.02 above, when an Employee performs the tasks required of another job classification, the Employee shall receive their regular rate or the rate for the job, whichever is greater.

26. n.a.

27. n.a.

#### 28. WELFARE BENEFITS

##### 28.01 Qualifications

Welfare benefits only apply to regular Employees working twenty (20) hours or more per week and those Employees qualifying under 15.07 (b), who work twenty (20) hours per week or more. For casual Employees, an average of twenty (20) hours per week or more must be maintained over a six (6) month period to qualify and the average must be maintained to continue to qualify.

##### 28.02 Medical Plan

Participation in the Medical Services Plan, including extended coverage, shall be a condition of employment for all who can qualify. Extended coverage shall include vision care at two hundred dollars (\$200.00) per adult family member per twenty-four (24) month period and four hundred dollars (\$400.00) per child under eighteen (18) per twenty-four (24) month period. The

Board shall pay ninety per centum (90%) of the premium cost and deduct the remaining ten per centum (10%) of the premium cost from each participating Employee's pay cheque.

#### 28.03 Dental Plan

Participating in the dental plan shall be a condition of employment for all who can qualify. The Board shall pay ninety per centum (90%) of the premium cost and deduct the remaining ten per centum (10%) of the premium from each participating Employee's pay cheque.

#### 28.04 Group Life Plan

Participation in a group life assurance plan shall be a condition of employment for all new Employees engaged after January 1<sup>st</sup> 1963. The Board shall pay one hundred per centum (100%) of the premium cost. The Employment Insurance refund is to be used to reduce the premium cost.

##### (a) Voluntary Optional Life Insurance

All regular Employees shall be eligible to purchase additional life insurance with one hundred per centum (100%) of the cost to be borne by the Employee.

#### 28.05 Municipal Pension Plan

(a) The provisions of the Public Sector Pensions Plan Act shall apply to all Employees covered by this Agreement PROVIDED they work twenty (20) hours or more per week. The Board will pass the required resolutions in accordance with the above-named Act to comply with this provision.

(b) All Employees who come under the Municipal Pension Plan scheme MUST retire at the end of the month during which their sixty-fifth (65<sup>th</sup>) birthday falls. However, if a written request for extension of service is made two (2) months before the date of retirement, the Board may grant such an extension as follows:

(i) If the Employee is not eligible for inclusion in the Municipal Pension Plan scheme, employment may be extended up to five (5) years beyond maximum retirement age.

(ii) If the Employee is eligible for a Municipal Pension, employment may be extended to either June 30 or December 31 following the Employee's sixty-fifth (65<sup>th</sup>) birthday if the Board deems it advisable that the Employee work until the end of the current school term.

#### 28.06 Continuation of Welfare Benefits

Where an Employee continues to be absent from work due to sickness after the total of the Employee's sick leave accrual has been used, or if the Employee is laid off, the Board shall maintain the Employee's membership in the Medical Services Plan, Dental Plan and the Group Life Insurance Plan by paying the full amount of the premiums due on their behalf for a period of up to three (3) months. The Employee will refund to the Board the amount of the Employee's share of the premium so paid on the Employee's return to work. At the expiry of this three (3) month period, if the Employee is still unable to return to work, the Employee's case shall be reviewed by the Board.

#### 28.07 Long Term Disability

The Board shall provide a long term disability plan for all regular Employees working a minimum of twenty (20) hours per week.

The plan shall pay sixty-seven per centum (67%) of monthly salary to a maximum determined by the highest rate in the Collective Agreement.

The qualification period shall be one hundred twenty (120) working days.

The Board shall pay ninety per centum (90%) of the premium cost and deduct the remaining ten per centum (10%) from each participating Employee's pay cheque.

#### 28.08 Benefits Trust

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

### 29. SAFETY AND HEALTH

#### 29.01 Health and Safety Committee

- (a) A joint Health and Safety Committee shall be established pursuant to the Industrial Health and Safety Regulations.
- (b) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

#### 29.02 Disclosure of Information

The Board shall provide the Union with written information which identified all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

It is recognized by both parties that it is incumbent upon the Employees to ensure themselves that they are aware of all materials being used, the contents and safety precautions.

#### 29.03 Workers Compensation

- (a) An Employee absent as a result of a compensable illness or injury shall receive payment as follows:
  - (i) for the first thirty (30) calendar days regular salary;
  - (ii) after the first thirty (30) calendar days regular salary topped-up from the Employee's sick leave credits. In the event the Employee has no sick leave credits, the cheque shall be sent to the Employee directly by W.C.B.

- (b) Sick leave accrual pursuant to Article 23.02 shall continue only for the period the Employee receives top-up.
- (c) Vacation accrual shall continue only for the period the Employee receives top-up. However, such credits may be carried forward to subsequent years notwithstanding Article 22.01 (c) or can be used to purchase pension credits or benefits pursuant to (d) and (e) below.
- (d) Superannuation pensionable service shall not accrue after the expiry of top-up, pursuant to the Pension (Municipal) Act, but may be purchased providing the Employee pays both the Board and Employee share.
- (e) Health and welfare benefits shall continue during W.C.B. absence for the first two (2) years at the current cost share, however, the Employee shall have the option of continuing coverage beyond two (2) years at full cost to the Employee.

#### 29.04 Safety Gear

Where the provisions of the Workers' Compensation Board require the purchase or use of safety equipment, the Board agrees to pay sixty per centum (60%) of the cost of such items once every year. This figure is to be reviewed by the Board from time to time. The selection of safety equipment must be approved by the Board's representative prior to purchase.

#### 29.05 Computer/Device Stations

Problems or concerns of Employees who operate at Computer/Device Stations shall be referred to their immediate supervisor's attention. If a solution cannot be effected, the matter shall be referred to the District Safety Committee.

#### 29.06 Refusal to Work

Employees shall have the right to refuse unsafe work pursuant to Section 3.24 of the Industrial Health and Safety Regulations.

#### 29.07 Whistle Blower Protection

No Employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting pollution, W.C.B. or other illegal statutory violations by the School District providing the Board is notified first, in writing, of the alleged violation.

### 30. TECHNOLOGICAL AND OTHER CHANGES

#### 30.01 Advance Notice and Discussion Between the Parties

The Board shall give not less than ninety (90) calendar days notice in writing to the Union of its intention to introduce technological change. Upon receipt of such notice, the Union shall, within ten (10) calendar days, meet with the Board to discuss the intended technological change. Discussion between the parties shall include the opportunity for training, retraining or transfer, in accordance with the provisions of Article 30.03, of those Employees who will be displaced by the said change.

#### 30.02 Placement of Affected Employees

- (a) The Board shall endeavor to place an Employee who is to be displaced by technological change in other work consistent with the Employee's seniority, mental or physical ability, or other qualifications, and to provide any necessary training or retraining.

(b) Training

Where, in the opinion of the Board, additional skills, certification or license are required of an Employee, the Employee shall be eligible for training. Such training will be provided without cost and with pay to the Employee but the Employee must become capable of doing the job within a time period mutually agreed to by the parties.

The Board shall pay the cost of an academic or technical course which is related to an employee's work, and which has been approved by the Board prior to course registration on the basis of one hundred per centum (100%) of the fee upon successful completion of the course.

(c) Lay-off

If training outlined in 30.02 (b) cannot be undertaken or successfully accomplished, the Employee(s) may be laid off.

30.03 Severance Pay

The Board shall provide severance pay equivalent to one (1) week's pay at the Employee's current rate for each year of service to a maximum of twenty-six (26) weeks, to an Employee who becomes redundant due to the introduction of technological change, PROVIDED THAT:

- (a) An Employee who is to be displaced by technological change shall not be entitled to severance pay if they refused to be placed in other work or to undergo training or retraining as provided for in this Article, EXCEPT THAT:
- (b) An Employee shall, if the employee so elects, be entitled to severance pay if the only other work in which they can be placed, or for which they can be trained or retrained, falls within a lower paid classification than the job currently held by the Employee.

30.04 Arbitration

If agreement is not reached by the parties following discussion under Article 30.02, or if the Union claims that the Board has violated any agreement arrived at by the parties following such discussions, the dispute shall be referred to arbitration under the provisions of Article 13 of this Agreement.

30.05 Shortage of Work

The provisions of this Article do not apply to employees who are laid off or whose services are terminated due to shortage of work EXCEPT where shortage of work is caused in anticipation of, or by implementation, of technological change.

**31. JOB SECURITY**

31.01 Contracting Out

The Board agrees not to contract out any work regularly performed by members of the bargaining unit which would result in the laying off of any employee or failure to recall any employee on layoff or failure to fill any vacancy.

The Board agrees that CUPE Local 476 members shall provide custodial services in all buildings that are owned and used by the Board.

#### 31.02 Volunteer Help

The Board or its authorized agents may use volunteer help PROVIDED that at all times job value, job content and tenure of employment of those employees covered by this Agreement, shall in no way be impaired.

#### 31.03 Contracting In

The Board agrees to meeting with the Union on an annual basis to review contracted services.

#### 32. n.a.

#### 33. UNIFORM AND CLOTHING ALLOWANCE

##### 33.01 Clothing Allowance

Where the Board requires employees to wear specific clothing, they shall reimburse sixty percent (60%) of the cost of clothing once every year. The selection of clothing shall be of a style mutually agreed upon and must be approved by the Board's representative prior to purchase. Payment of appropriate allowances will be made on submission of evidence that the uniforms have been purchased by the Employee.

#### 34. GENERAL CONDITIONS

##### 34.01 Union Activities

The Union, its members and/or its agents, shall not, during the hours of employment, conduct or attempt to conduct Union activities EXCEPT as herein expressly provided.

##### 34.02 Joint Job Evaluations

The parties agree to adhere to the Terms of Reference for Joint Job Evaluation as agreed and signed by the parties.

##### 34.03 Gender/Neutral Language

The parties agree to amend the Collective Agreement in a manner that would provide gender/neutral language.

Any reference to Spouse contained in this Agreement shall include same sex partners.

##### 34.04 Work Experience

The parties agree to participate in a placement of students or other persons in work experience within School District No. 47. The following conditions shall apply to all placements, except for School District students:

- (a) Work experience placements shall not exceed thirty (30) working days.
- (b) Participating in a work experience placement shall be subject to mutual agreement by the Union.
- (c) Participation in a work experience placement by an employee is completely voluntary.
- (d) A work experience placement will not replace or displace any continuing or temporary scheduled employee or hours.
- (e) No Employee will be held liable or responsible for the improper action of any work experience placement.

- (f) A person placed within the District in a work experience shall be subject to the requirement of an acceptable criminal record check.
- (g) A person placed within the District in a work experience is not an employee nor entitled to any preference over any continuing or temporary employee with respect to rights or benefits resulting from employment of the Collective Agreement between the parties.

### **35. DIRECTION AND SUPERVISION**

#### **35.01 Education Assistants**

- (a) All Education Assistants employed by the Board to assist teachers in carrying out their responsibilities and duties under the School Act and Regulation shall be assigned to classes and/or students by the Principal and shall be assigned specific duties by the teacher during designated periods of time. Teachers shall not assume employment supervision responsibilities for Education Assistants.
- (b) Education Assistants shall not assume the instructional duties and responsibilities of teachers pursuant to the School Act, Section 17(1), 17(2), and School Regulation, Section 4.

**36. n.a.**

**37. n.a.**

### **38. TERM OF AGREEMENT**

#### **38.01 Duration**

This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of July 2019 to the 30<sup>th</sup> day of June 2022 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

**38.02** If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

**38.03** All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

#### **38.04 Wage Re-opener**

The parties agree that should the current Government/P.S.E.C./B.C.P.S.E.A. wage guidelines change to more accurately reflect the Cost of Living, or the Statutes of the Province of British Columbia are altered in such a way as to impact on clause 38.04, there will be further negotiations with respect to the Schedule of Wage Rates appended to this Agreement. It is also understood that should a re-opener occur, no Employee will suffer a loss of wage. 38.04 is not subject to Binding Arbitration.

THE CORPORATE SEAL of the BOARD OF  
EDUCATION OF SCHOOL DISTRICT  
NO. 47 (POWELL RIVER) was hereunto  
affixed by and in the presence of:

SIGNED by the President AND  
Vice-President of the CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 476  
(POWELL RIVER SCHOOL Employees)

*Aileen O'Keefe* 2021-03-19  
President

*N/A*  
Vice-President

## SCHEDULE OF WAGE RATES

Category	Class Specification	Spec #	01-Jul-19 2.00%	01-Jul-20 2.00%	01-Jul-21 2.00%
1	Bus Driver	401	\$25.51	\$26.02	\$26.54
	Bus Driver-Garage Foreman	402	\$28.80	\$29.38	\$29.96
	Garage Shop Assistant	403	\$25.77	\$26.28	\$26.81
2	Custodian	101	\$24.70	\$25.20	\$25.70
	Working Custodia Foreman	103	\$27.17	\$27.72	\$28.27
3	Labourer	404	\$23.96	\$24.44	\$24.92
	Groundswoker	201	\$25.37	\$25.88	\$26.40
	Maintenance Worker-General	302	\$25.36	\$25.87	\$26.39
	Trades/Painter	304	\$32.58	\$33.23	\$33.90
	Working Foreman-Multi-Trades	306	\$33.64	\$34.32	\$35.00
	Mechanic/Bus Driver	308	\$32.58	\$33.23	\$33.90
	Trade Worker-Certified	309	\$32.58	\$33.23	\$33.90
	Foreman-Heavy Duty Mechanic	310	\$35.84	\$36.56	\$37.29
	Heavy Duty Comm. Transport Mechanic	312	\$32.58	\$33.23	\$33.90
	Facilities Manager	311	\$33.64	\$34.32	\$35.00
	Theatre Technical Director	1401	\$30.02	\$30.62	\$31.23
4	Secretary	1002	\$27.92	\$28.48	\$29.05
	Office Manager I	2009	\$28.66	\$29.23	\$29.82
	Office Manager II	1010	\$30.02	\$30.62	\$31.23
	Office Manager III	1012	\$31.17	\$31.80	\$32.43
	Office Manager OEC	1013	\$28.66	\$29.23	\$29.82
	Data Collection		\$28.36	\$28.93	\$29.51
5	Accounting Clerk II	1102	\$39.51	\$30.10	\$30.71
	Payroll Clerk II	1105	\$31.17	\$31.80	\$32.43
6	Audiometric Technician	1204	\$30.02	\$30.62	\$31.23
	Client Systems Adm.	1205	\$31.09	\$31.71	\$32.35
	Network Systems Adm	1206	\$30.57	\$31.18	\$31.81
	Science Lab Assistant	1302	\$27.43	\$27.98	\$28.54
	Child and Youth Care Worker	1304	\$27.54	\$28.09	\$28.65
	Speech & Language Support Assistant	1305	\$28.17	\$28.74	\$29.31
	Health Care Assistant	1306	\$29.68	\$30.27	\$30.88
	Support Service Assistant	1308	\$27.43	\$27.98	\$28.54
	ABA Support Assistant	1310	\$27.43	\$27.98	\$28.54
	Library Technician	1311	\$27.66	\$28.21	\$28.78
	Special Program Worker 2	1315	\$28.59	\$29.16	\$29.75
	Strong Start Facilitator	1317	\$25.96	\$26.47	\$27.00
	Afternoon Shift Differential		\$0.45	\$0.46	\$0.47
	Night Shift Differential		\$0.63	\$0.64	\$0.65
	*Inclusion Worker		\$14.13	\$14.89	\$15.50
	**ECE ASST	1319	\$15.86	\$16.18	\$16.51

### Letter of Agreement #3

BETWEEN: **School District #47 (Powell River)** (the "Employer")

AND: **CUPE Local 476** (the "Union")

**Re: Cost of Certification for Speech and Language Education Assistant and Health Care Assistant**

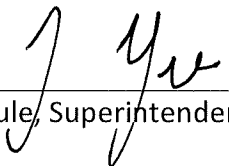
Where an employee is required by the Employer to maintain certification for the position of Speech and Language Education Assistant or Health Care Assistant, the Employer shall bear the cost.


Date of original-signed agreement, October 9<sup>th</sup>, 2014.

Signed this                      day of                      , 2021.

Signed on behalf of School District No 47  
(Powell River)

Signed on behalf of CUPE Local 476

 2021-04-26  
\_\_\_\_\_  
Jay Yule, Superintendent of Schools

 2021-03-19  
\_\_\_\_\_  
Aileen O'Keefe, President, CUPE Local 476

## Letter of Agreement #7

BETWEEN: **School District #47 (Powell River)** (the "Employer")

AND: **CUPE Local 476** (the "Union")

**Re: Employee Support Grant**

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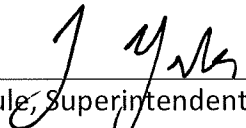
The parties agree that any retroactive payments made to CUPE members as a result of the Employee Support Grant, as per the 2014 Provincial Framework Agreement, shall be issued on a separate pay cheque from their normal pay.


Date of original-signed agreement, October 9<sup>th</sup>, 2014.

Signed this                      day of                      , 2021.

Signed on behalf of School District No 47  
(Powell River)

Signed on behalf of CUPE Local 476

 2021-04-26  
Jay Yule, Superintendent of Schools

 2021-03-19  
Aileen O'Keefe, President, CUPE Local 476

## **Letter of Agreement #8**

Between the Board of Education School District No. 47 (Powell River)(the “Board”)

And

The Canadian Union of Public Employees Local 476 (the “Union”)

Hereinafter referred to as the “Parties.”

### **Re: Information Technology Workers**

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Whereas the Information Technology workers joined CUPE Local 476 effective January 29, 2019;

And whereas the Parties agreed that they would “freeze” working conditions for these employees until the matter could be discussed in the July 1, 2019-June 30<sup>th</sup>, 2022 negotiations;

Therefore the Parties agree that effective on the date of ratification of the of the July 1, 2019-June 30<sup>th</sup>, 2022 Collective Agreement the following shall apply to the Information Technology positions and employees;

1. The Network/Systems Administrator position shall have a starting rate of \$29.97 per hour and shall be inserted as category 6 position in the Collective Agreement.
2. The Client Systems Administrator position shall have a starting rate of \$30.48 per hour and shall be inserted as a category 6 position in the Collective Agreement.
3. The two (2) current Employees, Ethan Balzar and Karen Tupper, shall have their service with the board maintained back to their date of hire, and they shall be dovetailed into the bargaining unit seniority list using their date of hire with the Board.
4. The two (2) current Employees shall retain/port all current accumulated sick leave and vacation entitlements that were received or accrued prior to joining the bargaining unit and shall start accumulating further vacation and sick leave based on the Collective Agreement provisions effective on the date of ratification of this Collective Agreement.
5. The Parties have noted that the exempt manager of Information Technology Department has some overlap duties with the two (2) positions noted in this Agreement. The Parties agree to continue discussions on this matter in Labour Management meetings and how that related to article 3.03 (b) of the Collective Agreement.
6. Unless specifically noted otherwise in this letter of understanding, the Collective Agreement shall apply.

.../2


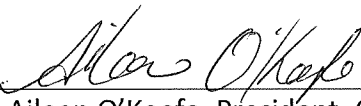
IN WITNESS WHEREOF the Parties have fixed their signature hereto

Original date of agreement, June 28, 2019.

Signed this                      day of                      , 2021.

Signed on behalf of School District No 47  
(Powell River)

Signed on behalf of CUPE Local 476

 _____ Jay Yule, Superintendent of Schools	 _____ Aileen O'Keefe, President, CUPE Local 476
2021-04-28	2021-03-19

**Letter of Agreement #9**

Between the Board of Education School District No. 47 (Powell River)(the "Board")

And

The Canadian Union of Public Employees Local 476 (the "Union")

Hereinafter referred to as the "Parties."

**Re: Employment of Persons with Developmental Challenges**

The Parties agree that the practice around employing persons hired under the Letter of Understanding signed January 30<sup>th</sup>, 2018 shall continue for the term of the Agreement under the language contained in that Letter of Understanding, unless amended in writing by the Parties in a new Letter of Understanding.

For reference the January 30<sup>th</sup>, 2018 Letter of Understanding reads as follows:

"In the event that the Board wishes to employ a client of Inclusion Powell River Society, the Board shall receive consent from the Union. The employee shall be a member of the Union without seniority rights and may be provided hours of work, wage rates and benefits that are less than those in the Collective Agreement."

However, the Parties agree that within three (3) months, the Labour Management Committee shall review this Letter of Understanding and renegotiate the terms for these employees with a focus of ensuring that standards are consistent with the Employment Standards Act of BC, the Human Rights Code of BC and the Collective Agreement as a whole.

Should a new Letter of Understanding be agreed to following ratification by membership of CUPE Local 476, it shall replace this Letter of Understanding and be appended to the Collective Agreement, and shall be subject to renewal during a term of negotiation.

The timelines contained in this agreement may be extended by mutual agreement of the Parties.

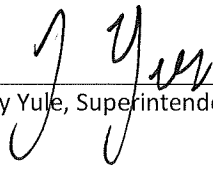
IN WITNESS WHEREOF the Parties have fixed their signature hereto

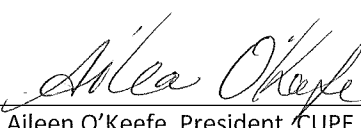
Original date of agreement, June 28, 2019.

Signed this                      day of                      , 2021.

Signed on behalf of School District No 47  
(Powell River)

Signed on behalf of CUPE Local 476

 2021-04-26  
Jay Yule, Superintendent of Schools

 2021-03-19  
Aileen O'Keefe, President, CUPE Local 476

## Letter of Agreement #10

Between the Board of Education School District No. 47 (Powell River)(the "Board")

And

The Canadian Union of Public Employees Local 476 (the "Union")

Hereinafter referred to as the "Parties."

### **Re: President Union Leave**

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The Board agrees that they will provide one (1) paid day per week for the President of the Union. The Union will book the President off with pay for one (1) day per week. The President shall utilize the time to work on matters that are directly related to matters with the Board. The days shall be scheduled on the same two (2) days per week, and the Parties agree that they will schedule all Union and Employer business on these days wherever possible. Meetings include, but are not limited to, grievance meetings and investigations, joint committee meeting, labour management meetings and other meetings paid for by the Board. New member orientation shall be scheduled on these days and the President shall attend pursuant to Article 7.02.

For these two (2) days, the President shall be available for meetings with the Employer on both days.

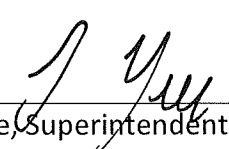
IN WITNESS WHEREOF the Parties have fixed their signature hereto.

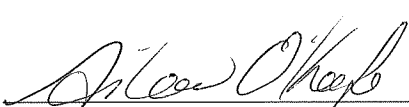
Original date of agreement, June 28, 2019.

Signed this                      day of                      , 2021.

Signed on behalf of School District No 47  
(Powell River)

Signed on behalf of CUPE Local 476

 2021-07-26  
Jay Yule, Superintendent of Schools

 2021-03-19  
Aileen O'Keefe, President, CUPE Local 476

## Letter of Agreement #11

Between the Board of Education School District No. 47 (Powell River)(the "Board")

And

The Canadian Union of Public Employees Local 476 (the "Union")

Hereinafter referred to as the "Parties."

### Re: After-School Program

The Parties agree that prior to the September 2019 After-School Program commencing, they shall meet and attempt to negotiate a Letter of Understanding which would incorporate the After-School Program as work of the bargaining unit, utilizing CUPE Local 476 members to perform the work of the After-School Program.

The Parties shall discuss exemptions from the Collective Agreement that would be required in order to achieve this with the intent that the After-School Program shall continue to operate as per the current practice. Discussions shall include but are not limited to:

- Employees working in the After-School Program shall be members of CUPE Local 476.
- That CUPE Local 476 members who work in the After-School Program shall accrue seniority and pensionable service under the Collective Agreement between the Parties.
- Exemptions shall be made to the four (4) hour minimum for hours but would include a two (2) hour minimum as per the Employment Standards Act of BC.
- Exemptions to the Hours of Work (Article 18) and Overtime (Article 19) of the Agreement to allow for hours of work outside of normal hours, and for employees to work hours at the After-School Program without incurring overtime. (However, negotiations shall be in compliance with the Employment Standards Act of BC.)
- Student workers.
- Current employees would be grandfathered who are already working in the After-School Program, however the Parties will negotiate how opportunities are offered on a go-forward basis by seniority or through the posting process.

Any agreement reached shall be subject to ratification by the members of CUPE Local 476. Once ratified, the Agreement would form part of the Collective Agreement between the Parties.

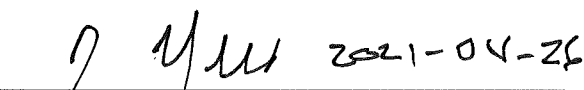
The timelines contained in this Letter of Understanding may be extended by mutual agreement of the Parties.

IN WITNESS WHEREOF the Parties have fixed their signature hereto

Signed this                      day of                      , 2021.

Signed on behalf of School District No 47  
(Powell River)

Signed on behalf of CUPE Local 476

  
Jay Yule, Superintendent of Schools

  
Aileen O'Keefe, President, CUPE Local 476

COPE491

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

**between**

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

**and**

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

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

**1. Term**

July 1, 2019 to June 30, 2022

**2. Wages Increases**

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

**3. Local Bargaining**

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

<b>Year</b>	<b>Amount</b>
<b>2019/2020</b>	\$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:

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

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

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

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

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

#### 5. Safety in the Workplace

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

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

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

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

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

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

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

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

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

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

### Structure:

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

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

### Mandate:

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

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

### Terms of Reference:

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

### Funding:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **9. Committee Funding**

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

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

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

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

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

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

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

## **12. Unpaid Work**

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

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

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

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

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

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

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

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

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

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

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

## **18. Funding**

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

## **19. Provincial Bargaining**

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

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

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

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

Warren Williams (Local 15 - Metro)  
Tracey Mathieson  
Rob Hewitt  
Leslie Franklin (Local 703 - Fraser Valley)

Nicole Edmondson (Local 3500 - Okanagan)  
Paul Simpson (Local 379 - Metro)  
Marcey Campbell ( Local 728 - Metro)  
Sylvia Lindgren (Local 523 - Okanagan)  
Rolanda Lavallee (Local 2145 – North)  
Len Hanson. (Local 2298 – North)  
Joanne (Jody) Welch. (Local 401- North Island)  
Fred Schmidt (Local 382 - South Island)  
Jane Massy (Local 947 - South Island)  
Michelle Bennett ( Local 748 – Kootneys)  
Brent Boyd. (Local 407 - Metro)  
Patti Price (Local 1091 – Metro)  
Rod Isaac (Local 411 - Fraser Valley)  
Marcel Marsolais ( Local 409 – Metro)  
Anne Purvis (Local 440 – Kootneys)  
Rob Zver ( Local 606- North Island)  
Bruce Scott ( WVMEA)  
Tim DeVivo. ( IUOE Local 963)  
Corey Thomas

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

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

Loree Wilcox

Corinne Iwata (minute taker)

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

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

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

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

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

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

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BCPSEA

Leanne Bowes

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K-12 Presidents' Council

Warren Williams

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

**Re: Public Sector General Wage Increases**

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

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



## Refusing unsafe work

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

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

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

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

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

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

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

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

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

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

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

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



## Worker Rights and Responsibilities:

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

### Your rights

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

### Your responsibilities

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

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

## Employer Responsibilities:

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

### Your responsibilities

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

## Supervisor Responsibilities:

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

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

### Your responsibilities

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

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