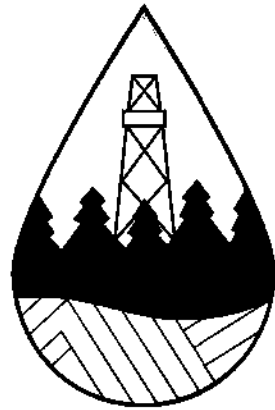


COLLECTIVE AGREEMENT



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #4653**

July 1, 2019 to June 30, 2022

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COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 2019 TO JUNE 30, 2022

BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

(Hereinafter referred to as "The Board")

PARTY OF THE FIRST PART

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4653

(Hereinafter referred to as "The Union")

PARTY OF THE SECOND PART

ARTICLE I - OBJECTIVES

1.01 WHEREAS it is the desire of both Parties to this Agreement:

- (a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union and to promote the positive morale and the well-being of all employees in the bargaining unit;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
- (c) To encourage efficiency in operation;

- (d) To recognize the principle of equal pay for work of equal value, the Board and Union have established a Joint Pay Equity Procedural Committee composed of two (2) members from the Union and two (2) members from Management to maintain and make recommendations regarding the existing Pay Equity plan in conjunction with a Pay Equity Rating Committee consisting of two (2) members from the Union and two (2) members from Management to determine an equitable rate of pay.

1.02 It is desirable that methods of bargaining, and all matters pertaining to, the working conditions of the Employees be drawn up in a Collective Agreement.

ARTICLE 2 – DEFINITIONS

2.01 REGULAR EMPLOYEE

Shall mean an employee who has successfully completed the probationary period and is employed on a regular basis up to a maximum of eight (8) hours daily in the case of Early Childhood Educators, Maintenance, Custodial, and Transportation, or seven (7) hours daily, in the case of Clerical, Educational Assistants, Crossing Guards, Bus Attendants, Lunch Period Monitors, Aboriginal Student Support Workers, Youth Care Workers, Hall Monitors and Settlement Workers in Schools.

2.02 REGULAR PART-TIME EMPLOYEE

Shall mean an employee who has successfully completed the probationary period and is employed on a regular basis in a position involving less than eight (8) hours regular daily employment in the case of Early Childhood Educators, Maintenance, Custodial, and Transportation, or less than seven (7) hours daily in the case of Clerical, Educational Assistants, Crossing Guards, Bus Attendants, Lunch Period Monitors, Aboriginal Student Support Workers, Youth Care Workers, Hall Monitors, and Settlement Workers in Schools.

2.03 TEMPORARY EMPLOYEE

Shall mean an employee who has been engaged to augment the regular staff for a specific purpose not to exceed six (6) calendar months, unless the period is extended by mutual consent of both parties in writing.

2.04 CASUAL EMPLOYEE

Shall mean an employee who is employed on a day-to-day basis to substitute for regular staff.

2.05 PROBATIONARY EMPLOYEE

Shall mean and include those employees employed in any position within the scope of this Agreement who have not yet worked forty-five (45) shifts.

2.06 STUDENT EMPLOYEE

Shall mean a student whose enrolment is confirmed for a full one-year term at a post-secondary institution and has been engaged to augment the regular staff for a period not exceeding four (4) calendar months.

2.07 CONTINUOUS EMPLOYMENT

Shall mean and include all time spent in the employ of the Board between the date of hire and the date of discharge or termination including periods of temporary layoff such as, but not limited to, Easter, Summer and Christmas school

closures, and all periods of leave of absence approved by the Board, whether paid or unpaid.

2.08 Successful work experience within the preceding calendar year will be taken into consideration in the event that a temporary or casual employee applies for a permanent position.

2.09 TRIAL PERIOD

Shall mean a familiarization period of forty (40) shifts worked when making staff changes or promotions.

2.10 REPLACEMENT EMPLOYEE

Shall mean and include a regular or new employee who is replacing an employee for a period of 6 months or greater.

ARTICLE 3 - RECOGNITION AND EMPLOYER RIGHTS

3.01 The employer recognizes the Union as the sole bargaining agency for all employees except for exempt positions. The Employer will provide to the Union, in writing by September 30 of each year, the names and positions. The Employer will inform the Union of any new exempt staff positions.

3.02 The employer, its employees and agents agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, colour, sex, age, sexual orientation, marital status, including common-law relationships, ancestry, place of origin, political affiliation, nor by reason of membership in a labour union and the employees shall at all times and in like manner act in good faith toward the employer.

3.03 No employee shall be required or permitted to make written or verbal agreement with the Board or their representatives which conflict with the terms of this Collective Agreement.

3.04 Management Rights:

(a) Management and Direction

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Board, except as modified elsewhere in this Collective Agreement, and as may be subject to grievance procedure.

(b) Hiring and Discipline

The Board shall have the right to select its employees and to discipline or discharge them for just cause, subject to the terms of this Agreement, which may be subject to grievance procedure.

ARTICLE 4 - UNION SECURITY

4.01 All regular and regular part-time employees will become members of the Union upon the completion of their probationary period, and remain members in good standing as a condition of continued employment.

4.02 Check-off of Union Dues

The Board agrees to deduct from the earnings of each employee in the Bargaining Unit, initiation fees, Union dues and assessments legally levied and in the amount communicated to the Board by the Union, from time to time.

4.03 Remittance

(a) The Board agrees to deduct the Union's initiation fee on the first pay period after completion of the probationary period.

- (b) Deductions will be forwarded to the Union Financial Secretary no later than ten (10) days following the end of the pay period, together with a list of employees which shall indicate the amount of deduction in each case.
- (c) Dues will be deducted from all temporary, casual and student employees.

ARTICLE 5 - UNION RIGHTS & UNION ACTIVITY

- 5.01 The Board recognizes the incumbent President of the Union as the senior shop steward and spokesperson for the Union. Reasonable time for the discussion of Union/Management matters will be allowed by the Board.
- 5.02 The Union shall notify the Board in writing of the names of its representatives as follows within ten (10) days following elections or appointments: Officers, Stewards, Bargaining Committee Members and Grievance Committee Members.
- 5.03 The Union agrees to pay for one-half of the costs for typing and printing of the Contract.

A copy of this collective agreement shall be forwarded by the Board to all members of the union. This shall be accomplished by sending sufficient copies to each school and to each building where members are employed.

- 5.04 The Board shall provide the Union with all necessary information relating to the following matters for employees within the Bargaining Unit:
- (a) By January 15th and June 15th of each year, eight (8) seniority lists, showing the names of each regular

employee in order of seniority and stating the commencement date of employment. The Board will provide the Union with a seniority list showing the hours worked per week, when requested.

- (b) job postings;
- (c) names of Union members who apply for job postings within five (5) working days of the closing date;
- (d) hirings, discharges, suspensions, written warnings, resignations, leaves of absence, retirements and deaths, within five (5) working days of the occurrence;
- (e) financial and actuarial information and all other technical information and reports, records, studies, surveys, and directives required for collective bargaining purposes pertaining to Pension Plans.

5.05 Upon 72 hours advanced and written request, to the Human Resources Department, employees in the Bargaining Unit shall have access to their personnel records at reasonable times and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate.

5.06 The Board agrees to inform new employees of dues deductions as provided for in Article 4.02. New employees shall be presented with a copy of the existing Collective Agreement by the Board.

5.07 The Board shall provide bulletin boards in suitable locations at all school district work sites on which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

5.08 The Board agrees that any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment and which affect employees within this Bargaining Unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Board.

5.09 Leave to Conduct Union Business

- a) Union representatives shall be entitled to leave their work during working hours in order to carry out their functions under the Agreement including the investigation and processing of grievances, attendance at meetings with management, participation in negotiations, conciliation, mediation and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from their Supervisor; such permission shall not be unreasonably withheld. An employee shall not suffer any loss of pay or benefits for time involved.

- b) The Union President or designate shall be granted 10 days leave, without pay, per contract year, with no loss of seniority or benefits, to conduct Union business.

5.10 Grievances

Employees directly involved in grievance proceedings shall be allowed leave of absence, with pay, for the purpose of discussion and other proceedings in accordance with the grievance procedure. The Board agrees to pay the mileage for union officers involved in out of town grievance proceedings.

5.11 Negotiations

The Union's Bargaining Committee shall consist of a Union representative from each school district department, plus the recording Secretary, the incumbent President and Business Agent. The above School District employees shall be granted leave for the purpose of negotiations and shall not suffer any loss of pay or benefits for time involved.

5.12 Union Conventions and Seminars

On prior notice in writing, leave of absence, without pay and without loss of seniority or other benefits, may be granted to elected or appointed employees who are absent for the purpose of attending Union functions, such as conventions, schools, seminars, etc. Such leave of absence may not be granted to more than seven (7) Union members at one time and such permission shall not be unreasonably withheld.

5.13 Union Postings

It is agreed that any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence, without pay and without loss of seniority, by the Board for a period of up to one (1) year and may be renewed each year upon request to a maximum of three (3) years.

5.14 Union Officers and Shop Stewards

Union Officers and Shop Stewards shall not be discriminated against. Business Agents, Shop Stewards and representatives shall have access to all School District work areas in carrying out their regular duties after first obtaining permission from the supervisor.

5.15 Shift Work re: Union Meetings

Afternoon shift employees will be allowed time off, with pay, to attend one (1) Union Meeting per month, excluding Executive Meetings, provided the employee ensures that this shift will be completed and the school building will be ready

for the next day's regular activity. Time away will be reported on the monthly absentee sheet.

In certain schools designated by the Board, one employee will remain on shift. The application of this clause shall not cause the Board to incur any overtime liability.

ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE

6.01 A Labour Management Committee shall be established consisting of the incumbent President, Recording Secretary and Chief Shop Steward of the Union, plus a Union representative from each school district department

The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

6.02 Function of the Committee

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the employer and employees.
- (b) Increasing operating efficiency by promoting co-operation in effecting economy moves.
- (c) Promoting safety and sanitary practices and the observance of safety rules.
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (e) Promoting education and training of the staff.

6.03 Meetings of Committee

The Committee, as outlined in Article 6.01, plus a Trustee, shall meet five (5) times per year during the months of September, November, January, March and May. The September meeting may be cancelled by mutual agreement. An agenda must be set 48 hours in advance.

6.04 Chairperson of the Meeting

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

6.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union and Board shall each receive one (1) signed copy of the Minutes within ten (10) days following the meeting.

6.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of the Collective Agreement.

The Committee shall not supersede the activities of any other Committee of the Union or Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make suggestions to the Union and the Board with respect to its discussions and conclusions.

ARTICLE 7 - SENIORITY

- 7.01 Seniority is defined as length of service in the Bargaining Unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, transfers, layoffs, and as set out in other provisions of this Agreement.
- 7.02 The Board shall maintain a seniority list showing the date upon which each employee's service commenced. The up-to-date seniority list made in January and June of each year shall be sent to each school and each department for posting on the Union bulletin boards.
- 7.03 For purpose of prevention and settlement of grievances, in respect of the administration of foregoing clauses, in instances where the date and time of hire is equivalent, a random draw will be made to pick the successful candidate.
- 7.04 If an employee is transferred to a supervisory position or any other position not covered by this Collective Agreement, s/he shall retain his/her seniority for the length of the probationary period, provided s/he keeps up his/her Union dues.
- 7.05 If an employee is absent from work because of sickness or accident, s/he shall accrue seniority.
- 7.06 An employee will not lose his/her seniority except in the event of termination. Termination shall mean:
- (a) Discharge for just cause;
 - (b) Resignation or retirement;
 - (c) Layoff for a period of twenty (20) calendar months without recall. For the purpose of calculation, layoff shall be determined from the first of the following month

from the date of layoff.

- (d) Absence from work without notification to the Board, unless such notice was not reasonably possible;
- (e) Failure to return to work on recall from layoff after due notice as outlined in Article 8.

7.07 In the event that the Board shall merge, amalgamate or combine any of its operations or functions with another School District, the Board agrees to the retention of seniority rights for all its employees within the new District.

ARTICLE 8 - LAYOFF AND RECALL PROCEDURES

8.01 Layoff

- (a) In the event of layoffs, the employee with the least seniority shall be the first to be laid off and the last to be rehired. No new employees will be hired until laid off personnel on the seniority list have had the opportunity to apply for available work for which they have the required knowledge, skill and ability.
- (b) A regular employee who is about to be laid off for an indefinite period of time shall be offered a position in any department that is being filled by a probationary or temporary employee provided the regular employee has the required knowledge, skill and ability to fill such a position.
- (c) The Board will endeavour to fill temporary summer postings with regular employees who have been laid off for a definite period of time.
- (d) Postings shall be available through the district website and at each location.

8.02 Notice of Layoff

The Board shall give regular employees, who are about to be laid off, twenty-eight (28) calendar days' notice. If the employee has not had the opportunity to work the twenty-eight (28) days, s/he shall be paid for those days for which work was not made available. This provision does not apply in situations of strike or lockout.

8.03 Payment at Layoff

For payment of layoff in excess of four (4) days, an employee will receive, on the day of layoff, all monies due to him/her.

Payment of vacation pay for employees who will be laid off for the summer months will be dated July 1st.

8.04 Continuation of Benefits

During terms of layoff or shutdown, for a period of less than ninety (90) days (excluding July and August), employees shall continue to receive coverage for all benefits.

In the event of indefinite layoff, employees so affected shall have the right to continue this coverage through direct payment, provided by the plan (currently 12 months).

8.05 Recall

Employees at the time of layoff will be notified of the date of recall. Employees who are laid off for an indefinite period, and recalled to work, shall be given at least three (3) weeks written notice of recall, by double registered mail addressed to the last known address of the employee. The employee must notify the Board, in writing, of the intent to return to work not later than two (2) weeks from the date of notice. It shall be the responsibility of the employee to keep the Board notified of his/her current address.

8.06 Failure to Report on Recall

Except in the case of illness or other extenuating circumstances, failure to return to work at the time specified will be regarded as voluntary termination of employment.

8.07 Rehiring

When rehiring a regular employee within three (3) months of termination, that employee will be considered as a regular employee. Anyone hired after the three (3) months' time will be considered as a new employee.

8.08 Severance Pay

With the exclusion of Educational Assistants who are only working on a one on one basis, in the event of an indefinite layoff, the employees would have ninety (90) days to choose whether to remain on recall as per Articles 7 and 8 of the Collective Agreement or to choose termination and receive payment as follows: -

1 week's pay for three (3) to six (6) consecutive months of employment;

2 week's pay for six months to three years' consecutive employment; and

1 additional week's pay for each year beyond three years, to a maximum of 10 weeks.

ARTICLE 9 - PROMOTION AND STAFF CHANGES

9.01 Job Postings

- a) Where a job vacancy occurs, the Board shall immediately notify the Union in writing and provide notices for posting on all Union bulletin boards. The closing date of such position will be no sooner than five (5) days from date of posting. Upon the expiration of

the five (5) day posting, the position shall be awarded within the following five (5) days, where practicable. For the purpose of this clause, five (5) days referenced excludes weekends and stat holidays.

- b) When a position is increased one (1) hour or less per day, and the incumbent accepts the increase, a job posting will not be required. Where the incumbent does not accept the increase, the hours shall be offered, where practicable, to the most senior qualified on site employee. All new positions shall be posted.
- c) When a regular employee takes a temporary position, upon completion of the temporary position, the regular employee shall be deemed to be in layoff status.
- d) Replacement Positions
When a regular employee is on leave for six (6) months or greater, his/her vacated position shall be posted as a replacement (Step 1) position. The employee on leave may return to his/her former position.

A regular employee may bid on the replacement (Step 1) posting and, if appointed, his/her vacated position will be posted as a replacement (Step 2) position.

A regular employee may bid on the replacement (Step 2) posting for the position vacated by the replacement (Step 1) employee and, if appointed, his/her vacated position will be posted as a regular position.

A regular employee, if appointed to a replacement (Step 1) or replacement (Step 2) position, shall be paid the rate for the position and suffer no loss of seniority or benefits for the duration of the replacement (Step 1) or replacement (Step 2) posting.

A new employee, if appointed to a replacement (Step 1) or replacement (Step 2) position, will receive seniority for the duration of the replacement (Step 1) or replacement (Step 2) posting and may be eligible for benefits in accordance with Article 18.

Upon the return of the person on leave, the replacement (Step 1) employee may return to his/her former position in the case of a regular employee, or in the case of a new employee, s/he shall be deemed to be in layoff position according to Article 8.01(b), and the bumping provisions do not apply.

Upon return of the replacement (Step 1) employee to his/her former position, the replacement (Step 2) employee shall be deemed to be in layoff position according to Article 8.01(b) and the bumping provisions do not apply.

- e) Once a position has been vacated for longer than two years (including Long Term Disability) by a regular employee, the position will be posted as a permanent position, if required. The two year period shall be calculated from the first day of absence.
- f) Upon approval of LTD, a replacement position will be posted, if required.
- g) Duty to Accommodate
Transfers under the Duty to accommodate provisions of the British Columbia Labour Code are required from time to time.

When deemed so by both parties, a posted or a non-posted position may be filled by an individual under these provisions. This transfer can only take place as the result of mutual agreement by both parties and will

be done without the usual posting arrangement under Article 9.01 of the Collective Agreement.

9.02 Information on Postings

Such notice shall contain the nature of the position, qualifications required by the job, shift, date of commencement and hourly wage rate. Job posting will reflect the job description.

9.03 Notification of Successful Applicant

Notice of appointment made from within the bargaining unit will be bulletined within (10) working days after the closing date of posting.

Notwithstanding, the employee will have five (5) working days from the date of offer of the position to notify the Board of his/her acceptance.

9.04 In making staff changes, the senior employee applying shall be appointed provided the employee has the skill and ability to perform the work.

9.05 Trial Period

A regular employee who is the successful applicant shall be placed on a trial period for a period of forty (40) shifts worked. In the event the employee is not able or does not wish to complete the limited training and familiarization or trial period, s/he shall be returned to his/her former position and wage rate, without loss of seniority; and any other employee who has been promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage rate and without loss of seniority.

9.06 Non-Bargaining Staff Appointments

The Board agrees that it will give consideration in non-bargaining unit staff appointments, including new positions, to members of the Union.

9.07 Personality Conflicts

In cases of personality conflict, transfers to another location within their category may be requested by the employees involved; such transfers must be mutually agreed between the Board, the Union and the employees. Postings for this purpose will not be required.

9.08 Transfers

Transfers to another location for substantiated medical reasons may be requested by the employee involved. Such transfers must be mutually agreed upon between the Board, the Union and the Employee. Postings for this purpose will not be required.

9.09 Employees Holding Two Positions

Subject to (a) and (b), employees will be considered for a second part time position where the two positions have different supervisors and all provisions of the collective agreement between the parties will apply to all such applications:

- (a) An employee will not be considered for a second part time position if there is not sufficient time between the scheduled working times of the two positions to permit the employee to report to work on time and to have any normal discussions with his/her supervisor.
- (b) An employee is not entitled to hold two positions with the Board if the combined scheduled working hours exceed eight hours in any day or 40 hours in a week and no overtime pay shall be payable for such regularly scheduled working hours.

9.10 Terminating employees will provide the Board with two weeks' notice, whenever possible.

9.11 Bumping

- a) The Board shall determine which positions are to be eliminated or reduced in hours. Where positions are interchangeable and not tied to geographic location, Article 8.01 shall apply. Geographic location is defined as being within 20 kilometres of the School Board Office. (Locations outside of the 20 kilometre limit include Clearview, Prespatou, Upper Halfway, Wonowon, Hudson's Hope, Upper Pine, and Buick Creek Schools.)

If an employee chooses to commute to a position outside the geographic location as defined, s/he may do so, with the exception of Prespatou and Upper Halfway.

- b) An employee whose position is subject to layoff or reduction of hours shall be entitled to bump the junior employee within the same classification within his/her department, subject to geographic location as defined in (a) above. Should the employee be last on his/her department seniority list, s/he will be able to bump any junior employee within the bargaining unit provided the senior employee has the skill and ability to perform the work. Conditional on satisfactory service, the position shall become permanent after forty (40) working days.
- c) Full-time employees may bump any employee with equal or less number of hours and in accordance with (b) above. Part-time employees may bump only part-time employees with equal or less number of hours.
- d) The employee shall exercise his/her bumping rights in

writing within five (5) working days of receiving layoff or reduction notice. The Board will give the employee his/her options for bumping within five (5) working days and the employee will have five (5) working days to inform the board of his/her intended action.

- e) Where an employee declines to exercise this right, it shall be forfeited for that layoff or reduction.

No one may bump into an Educational Assistant, Bus Attendant (Special Needs), Early Childhood Educator, Youth Care Worker, or Aboriginal Student Support Worker position. Employees in these positions may bump outside their department as laid out in Article 8.01.

However, the bumping provision applies to the balance of that department, being Lunch Period Monitor, Lunch Period Monitor (Meals), Crossing Guard, Bus Attendant (Playground) and Hall Monitor classifications. That is, someone may bump into a Lunch Period Monitor, Lunch Period Monitor (Meals), Crossing Guard, Bus Attendant (Playground), or Hall Monitor position.

- f) If a new position classification is deemed to be in the Educational Assistant Department, the Board and Union will jointly determine how the bumping clause will apply to the new classification.
- g) Notice Period
 - i) In the case of layoff, see Article 8.02.
 - ii) In the case of a reduction in hours of work, an employee will be given a minimum of twenty-eight (28) calendar days' notice, except in case of an emergency. (This does not apply to Educational Assistants positions).

- h) An employee is entitled to reinstatement to a former position if that position had previously been entirely cut and has subsequently been reinstated within a one-year period. No posting is required.

ARTICLE 10 - HOURS OF WORK AND SHIFTS

10.01 Hours of work shall be designated by the Principal or Supervisor concerned.

10.02 Day Shifts

Any continuous eight (8) hours (excluding meal breaks) between the hours of 7:00 a.m. and 7:00 p.m. In the case of Clerical, Educational Assistants, Crossing Guards, Bus Attendants, Lunch Period Monitors, Aboriginal Student Support Workers, Youth Care Workers, Settlement Workers In Schools, and Hall Monitors, seven (7) hours will apply instead of eight (8).

10.03 Afternoon Shifts

Any continuous eight (8) hours (including one-half hour meal break) between the hours of 12:00 noon and 12:00 midnight.

10.04 Night Shifts

Any continuous eight (8) hours (including one hour meal break) between the hours of 8:00 p.m. and 7:00 a.m.

10.05 4/10 Hour Shifts - Maintenance

By mutual consent of the Board, Union and employee, on special out of town maintenance projects, for a duration of four (4) consecutive days, the employer may request an employee to work four 10 hour shifts with one regular work

day off within a normal work week, in which case Article 10.02 will be waived. In addition, the employee will bank two (2) hours in accordance with Article 11.05(b).

10.06 Exception - Bus Drivers

Hours of work are referred to in the Transportation Appendix.

10.07 Notice of Hours of Work

Except in emergencies, regular employees' hours of work schedule, in appropriate categories, will not be changed except by mutual consent at the location level, or upon forty-eight (48) hours written notice. If forty-eight (48) hours written notice is not given, all time worked outside the hours of work schedule will be paid at the appropriate overtime rate.

10.08 Call Back Time

If an employee has been notified during his/her shift that s/he will be called back after completion of such shift, s/he will be paid a minimum of two (2) hours at the overtime rates, provided for in Article 11. If no such prior notice is given, s/he shall be paid a minimum of four (4) hours at double the regular rate of pay.

10.09 Intruder Alarm Call Back

An employee may be requested by the employer to take calls for intruder alarms. The employee will have the option of refusing. Prior notice will be given, in which case the employee shall be paid a minimum of two (2) hours at double the regular rate. A rotating list will be compiled by a Supervisor.

10.10 Minimum Hours

In the event of an employee starting work in any day and being sent home before s/he has completed four (4) hours, s/he shall be paid for four (4) hours at the regular rate of

pay. In the event that an employee reports for work but is sent home before commencing work, s/he shall be paid for two (2) hours at regular rates. No pay entitlement will apply if the employee is incapable of performing his/her duties.

10.11 By mutual agreement of the Board, the Union and the employees, 11 and 12 month employees may work a four (4) day work week during the months of July and August, during Spring Break and during Christmas Break. It is understood that the employees' regular hours will be worked within four (4) days instead of five (5) days.

10.12 Four Hour Minimum

Whenever possible, throughout the school term, the Employer will endeavour to provide a minimum of four (4) hours of work for regular employees by combining several posted positions or adding additional hours in accordance with the Collective Agreement.

Exemptions from the four (4) hour minimum:

- a) Noon hour/playground supervisors
- b) Crossing guards/Bus attendants
- c) Small schools with fewer than 75 students, in which case a two hour minimum will apply.
- d) School Meals program aides
- e) Other positions by mutual agreement will be paid for actual hours worked

ARTICLE 11 - REMUNERATION

11.01 Regular rates of pay for categories covered by this Collective Agreement shall be as provided for in schedules attached hereto and forming part of this Collective Agreement.

11.02 Job classifications are set out as in the attached Appendices. Amendments to job classifications must be done through the Pay Equity Procedural Committee.

11.03 (a) Where a new job or classification is established, the appropriate rates of pay will be established through the Pay Equity Procedural Committee.

(b) Where an employee feels s/he is incorrectly classified or that his/her existing job duties are substantially changed or the volume of work increased, s/he may file a request for further review through the Pay Equity Procedural Committee in conjunction with the Pay Equity Ratings committee.

11.04 For the purposes of computing overtime rates for personnel, the following conversion figures will apply:

Regular Day Shift	174 hours per month
Clerical & Educational Assistants	152 hours per month
Afternoon Shift	174 hours per month
Night Shift	174 hours per month

11.05 (a) Overtime
All time worked in excess of the normal work day (7, 8, or 10 hours) shall be considered overtime. Overtime work shall be paid for at the rate of time and one-half for the first two (2) hours and double time after two (2) hours in any one day or shift.

For all hours worked on the first day of rest and the second day of rest, double the regular rate will be paid.

The Board, where possible, will equally distribute overtime work, including call back time, among willing employees who normally perform the work.

Work on a Statutory Holiday (or day observed as such) shall be paid for at the rate of double time for the work performed plus another day off, without loss of pay, at a time designated by the employee - before the employee's next annual vacation.

(b) Time off in Lieu of Overtime

Instead of monetary payment for overtime and banked straight time, an employee may choose to receive time off at the overtime rate or straight time rate no later than the fiscal year in which it was accrued and at a mutually agreeable time. The time to be taken at the conclusion of the employee's next annual vacation. No more than five (5) days may be banked at one time and any overtime or straight time in excess of the five (5) days must be paid in cash at the applicable rate. The hours for each of the five (5) are based on the employee's current FTE.

11.06 (a) Exception - Bus Drivers

For weekend school activity trips, double time will be paid for driving time. Straight time will be paid for waiting time. For overnight school activity trips, as above, plus room and meals will be paid, less sixteen (16) hours rest time.

(b) Indigenous Support Workers, Indigenous Youth Care Workers, Youth Care Workers and Settlement Workers Accompanying Children on Out of Town Events

For Indigenous Support Workers, Indigenous Youth Care Workers, Youth Care Workers and Settlement Workers who attend "overnight" out of town events, the Board will grant equivalent time off in lieu of overtime. Such time off will be calculated after the regular shift, less ten (10) hours rest time, and taken at a mutually acceptable time.

The Board also agrees to pay the costs of receipted childcare expenses for the period over and above the

regular workday where such expenses are incurred for employees accompanying children on out of town events.

11.07 Substitution in a Higher or Lower Classification

An employee who is temporarily assigned to a higher paying classification shall be paid the rate and benefits for that classification for the time s/he performs such job. An employee who is temporarily assigned to a lower paying classification shall continue to be paid the rate and benefits for his/her regular position.

11.08 (a) Travel Allowance

Except on written authorization of the Secretary-Treasurer, no employee will be allowed to use his/her private vehicle on behalf of the Board which shall include all travel in the performance of his/her duties. Use of the vehicle must be mutually acceptable. If authorized, s/he shall be reimbursed at the rate set by Board Policy.

An employee shall not use his/her vehicle in the transportation of students during the course of his/her duties, except in the case of a medical emergency. This clause does not apply to Youth Care Workers, and Settlement Workers in Schools.

(b) Excess Automobile Liability Coverage

School District No. 60 (Peace River North) carries Excess Automobile Liability Coverage in the amount of \$10,000,000.00.

The Excess Liability Coverage is in addition to the driver's own coverage. That is, in the event of an accident, should the Driver's insurance coverage be expended, the School District insurance will take over to a maximum of \$10,000,000.00.

In accordance with Article 11.08(a) of the Agreement, this coverage would apply to those individuals who receive authorization to use their personal vehicles on behalf of the Board.

11.09 Upgrade Training

- (a) In the event of an employee taking a course of instruction initiated by the employer in order that the employee will be better qualified to perform his/her job, the Board will pay all course costs in advance.

- (b) In the event of an employee taking a course of instruction initiated by the employee and approved by the Board in order that the employee will be better qualified to perform hi/her job, the employee will pay all costs in advance and will be reimbursed by the employer upon successful completion.

11.10 Premium Pay

Employees shall receive an additional fifty (\$.50) cents per hour in addition to the regular rate of pay while performing work where the enclosed environment is such that a respirator must be worn as outlined in the WorkSafeBC Regulations with regard to health hazards.

Effective July 1, 2020 the premium will increase from fifty cents (\$0.50) to one dollar (\$1.00).

Effective July 1, 2020 employees shall receive an additional one dollar (\$1.00) in addition to their regular pay when assigned to do snow removal outside of their regular work hours.

Effective July 1, 2020 Head Custodians and Designated Custodians will receive a premium of an additional fifty cents (\$0.50) when assigned to afternoon shifts.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 All regular employees shall have the following statutory holidays off with pay:

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

or any other day proclaimed by the Federal, Provincial or Municipal governments or the Minister of Education.

Ten (10) month employees who do not perform any work during the period from July 10th to August 10th in any year will not be entitled to Statutory Holiday on B.C. Day unless so entitled by Provincial Statute.

All casual and temporary employees shall receive Statutory Holidays within the provisions of the General Holidays Act.

12.02 When any of the above holidays fall on a normal non-working day, and no other day is declared in substitution thereof, employees shall receive a day off in lieu of the holiday at their regular rate of pay; such day to be determined by mutual agreement between the employee and his/her supervisor.

ARTICLE 13 - ANNUAL VACATIONS WITH PAY

13.01 For the purpose of this section, the calendar year shall be the twelve (12) month period from July 1 to June 30, inclusive.

13.02 All employees must give adequate notice for annual vacation leave.

Adequate notice is considered to be at least three (3) days in advance.

Consideration shall be given to special circumstances.

13.03 All employees covered by this Agreement shall receive an annual vacation, with pay, on the following basis:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ENTITLEMENT</u>
Less than one year as at June 30	The greater of: - 1 day for each month of service at June 30 up to a maximum of 10 days or 4% of gross pay.

For further computation, employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at July 1st shall be considered to have completed their first calendar year of service.

<u>YEARS OF SERVICE</u>	<u>ANNUAL ENTITLEMENT</u>
2 yrs. but less than 5 yrs.	The greater of: 15 days or 6% of gross pay
5 yrs. but less than 11 yrs.	The greater of: 20 days or 8% of gross pay
11 yrs. but less than 18 yrs.	The greater of: 25 days or 10% of gross pay
18 yrs. but less than 23 yrs.	The greater of: 30 days or 12% of gross pay
23 years or more	The greater of: 35 days or 14% of gross pay

13.04 Employees who have received Vacation Pay at their time of layoff, in accordance with the provisions of Article 8.03, shall have the amount of such holiday pay deducted from

the pay to which they are otherwise entitled under the provisions above.

- 13.05 Regular employees who receive days off during the school year necessitated by days not in session, shall have such days deducted from their vacation entitlement, leave without pay, personal leave or any combination thereof.
- 13.06 If an employee becomes ill during annual vacation, s/he may choose to use accumulated sick leave and defer the holidays to another time. The Board may require a Medical Certificate.
- 13.07 No employee shall be required to work during his/her scheduled vacation period. However, should an employee agree to work when requested during his/her scheduled vacation, s/he shall be paid at double the regular rate of pay plus one (1) vacation day off in lieu of each day s/he performed any work.
- 13.08 Where a conflict arises between employees within a department over dates for annual leave, seniority will prevail, unless the senior member has signed for a previous date and is wishing to change.

ARTICLE 14 - SICK LEAVE – (Regular Employees Working Less Than 15 hours per week)

- 14.01 Employees on sick leave for more than three (3) days may be required to provide a medical certificate.
- 14.02 In the case of out of town medical or dental appointments, up to two (2) days travelling time may be allowed and charged to sick leave.

- 14.03 An employee using all his/her sick leave entitlement, and then leaving the Board's employ before the end of the year, will have unearned sick leave deducted from his/her final pay cheque.
- 14.04 Sick leave credits will not be earned during periods of leave of absence, without pay, or pregnancy leave.
- 14.05 Employees with accrued sick leave entitlement at the time of signing this Collective Agreement will retain such credit and add to it on the basis set out above.
- 14.06 WorkSafeBC
When an employee is in receipt of payments from WorkSafeBC, regular pay is suspended.

Sick Leave - Regular Employees Working Less Than 15 hours per week

- 14.07 Employees are entitled to a proportionate percentage of one and one-half (1 1/2) days sick leave for every month of employment, to a maximum accumulation of 180 days, which may be claimed for any period of sickness, disability or medical or dental examination. The unused portion of an employee's sick leave shall accrue as a future benefit.
- 14.08 The Board will supply, on month end pay statements, a statement of accumulated sick leave.
- 14.09 Payment of Sick Leave upon Retirement and/or Termination
- (a) After three (3) years of service, pay to him/her in cash an amount equal to one-half (1/2) of his/her unused sick leave entitlement at his/her current rate of pay.
- (b) After five (5) years of service, pay to him/her in cash an

amount equal to three-quarters (3/4) of his/her unused sick leave entitlement at his/her current rate of pay.

14.10 Special Payment in Case of an Employee's Death

In the event of the death of an employee, who at the time of death had completed six (6) months of service with the Board, the Board shall pay to the estate of the employee a sum equal to seventy-five (75%) of the unused accumulated sick leave. After completing five (5) years' service with the Board, the Board will pay to the estate of the employee a sum equal to one hundred (100%) percent of the unused accumulated sick leave. (To be calculated at the daily rate of 1/260 of the annual salary if such calculation is required.)

ARTICLE 15 – SICK LEAVE/WEEKLY INDEMNITY/LONG TERM DISABILITY (Regular Employees Working 15 Hours or More Per Week)

15.01 Upon completion of the probationary period, employee's sick leave bank will be credited fifteen (15) full-time equivalent days. Four (4) days per contract year will be added to the sick leave bank at the beginning of each contract year.

The amount of sick days issued per contract year will be pro-rated for:

- .. new employees starting part way through the contract year;
- .. leaves of absence, without pay, in excess of one month.

15.02 Employees working fifteen (15) hours or more per week will be covered on the Weekly Indemnity (Short Term Disability) and Long Term Disability Plans. The benefits of these plans are outlined in the Benefits Plan Book which

will be distributed to all permanent employees.

All monies will be paid directly to the employee by the insurer.

Should there be a delay in payment of Weekly Indemnity or Long Term Disability benefits, the Board agrees to pay the employee, upon request, the equivalent of 70% of his/her salary in the case of Weekly Indemnity and 60% of his/her salary in the case of Long Term Disability, until the employee receives payment from the insurer. This will be done provided that the insurer has approved the employee's claim for payment. The employee shall turn over any cheques received from the insurer upon receipt of same until the Board has been fully reimbursed for the advanced funds.

15.03 WorkSafeBC

Where an employee suffers from a disease or illness or incurs personal injury on the job and s/he is entitled to WorkSafeBC, s/he shall not be entitled to use his/her sick leave credits for time lost.

Wages for the day of injury will be covered by the Board. Any employee in receipt of benefits from the WorkSafeBC will continue to accumulate increments as if s/he was working during this period. The Board will pay its share of the employee benefits provided the employee pays his/her share where applicable. The Board shall also continue to remit payment to the Pension Plan on behalf of the employee if the employee elects to continue to pay their share of the cost.

All monies will be paid directly to the employee by the WorkSafeBC.

WorkSafeBC benefits, the Board agrees to pay the employee, upon request, the equivalent of 90% of his/her expected net salary until such time as the employee receives payment from Workers' Compensation. This will be done provided that the insurer has approved the employee's claim for payment. The employee shall turn over any cheques received from the WorkSafeBC upon receipt of same until the Board has been fully reimbursed for the advanced funds. Such payment by the Board without reimbursement will cease after two (2) months.

15.04 Procedures for replacement of employees on long term disability will be in accordance with Article 9.01(d).

ARTICLE 16 - SICK LEAVE (Temporary Employees)

16.01 A temporary employee who has been on staff for a period of more than thirty (30) calendar days, is entitled to 1.5 days' sick leave for every month of employment. For part-time temporary employees, the sick leave entitlement will be prorated based on percentage of time worked. Sick leave entitlement will not be advanced.

ARTICLE 17 - LEAVES OF ABSENCE

(At least the minimum provisions under Part 6 of the Employment Standards Act shall apply.)

Employees taking consecutive leaves of absence greater than six months will not be guaranteed to return to their former position, but, at the discretion of the employee, may return to the department by displacing the most junior regular employee with the same number of hours or less or may replace a temporary employee with the same number of hours or less. It is understood that, when the temporary appointment ends, the returning employee may then displace the most junior regular employee in the department.

17.01 Pregnancy Leave

Pregnancy Leave shall be granted to an employee who becomes pregnant and who shall:

- i) officially notify the Board of her pregnancy at least three (3) months before the expected date of birth;
- ii) or to an employee who becomes an adoptive parent.

Maternity leave will be granted in accordance with Part 6 of the Employment Standards Act. Where a medical certificate is provided stating that a longer period of pregnancy leave is required for health reasons, the employer shall grant the required unpaid pregnancy leave in accordance with the Employment Standards Act.

iii) Supplemental Unemployment Benefits

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

- a) Seventy-five (75%) percent of her current salary for the first one (1) week of the leave, where the employee is entitled to receive Insurance parental benefits.
- b) The difference between seventy-five (75%) percent of her current salary and the amount of Employment Insurance parental benefits received by the employee, for a further sixteen (16) weeks.

17.02 Return to Duty - Pregnancy Leave

The employee shall provide at least one (1) month's written notice of return to original position held, but may

return earlier than the time entitled to them under the Employment Standards Act.

If the employee returns to work before six (6) weeks following the actual date of birth, she must provide the Board with a medical certificate stating that she is able to resume work.

17.03 Benefits/Seniority During Pregnancy Leave

During the period of pregnancy leave, the employee shall retain her full employment status, shall continue to accumulate seniority and the Board shall continue to pay its portion of existing benefit coverage for the duration of the leave as entitled under the Employment Standards Act, plus an additional period of time, up to the maximum entitlement allowed under the Employment Standards Act, if a medical certificate is provided. The Board shall also continue to remit payment to the Pension Plan on behalf of the employee if the employee elects to continue to pay her share of the cost.

17.04 Early Maternity Leave Required by the Board

The Board may require the employee to commence leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy.

Where employees are on leave of absence pursuant to this article and opt to maintain coverage for medical, dental, extended health, group life and long term disability plans, the employer will continue to pay the employer's share of the required premiums.

17.05 Extended Pregnancy Leave

At the request of the employee, the employer may grant a period of up to twelve (12) calendar months unpaid extended maternity leave. This is to commence at the end of the regular maternity leave and must be requested in

writing three (3) months in advance. Any written requests made less than three (3) months in advance will be considered. This leave is in addition to entitlements under the Employment Standards Act and as such is treated as a General Leave.

17.06 Benefits/Seniority During Extended Maternity Leave

An employee taking the extended leave and wishing to retain benefits as provided for under Article 18 must pay the full cost of the benefits prior to the commencement of the leave.

17.07 Parental Leave

On the birth of a child, the second parent, if an employee of the district, shall receive three (3) days leave with pay, if requested. These days must be taken during the period from two (2) weeks before delivery, to two (2) weeks after delivery.

17.08 Adoption Leave

Where an employee seeks leave due to legal adoption, the employee shall receive three (3) days leave with pay.

17.09 Compassionate Leave

(a) In the case of serious illness of an employee's parent or guardian, step-parent, spouse, including common-law spouse, person of significance, brother, sister, child, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law, five (5) regularly scheduled days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of serious illness of an employee's aunt, uncle, niece and nephew, three (3) regularly scheduled

days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of serious illness of a relative of a spouse, unpaid leave will not be unreasonably withheld.

- b) Extended Compassionate Leave (beyond the five (5) days) may be granted without pay to an employee who is absent from work due to issues arising from 17.09(a) as per the Employment Standards Act. Seniority will continue to accrue during this time.

17.10 Mourner's/Bereavement Leave

- a) In the case of an employee attending the funeral of or for extenuating circumstances prohibiting attendance at the funeral of parent or guardian, step-parent, spouse, including common-law spouse, or person of significance, brother, sister, child, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law, five (5) regularly scheduled days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of death of an employee's aunt, uncle, niece and nephew, three (3) regularly scheduled days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of death of a relative of a spouse, unpaid leave will not be unreasonably withheld.

- b) Employees will be allowed four (4) hours off, with pay, to attend the funeral of an employee of the Board or an immediate family member of an employee, or a student.
- c) Employees will be allowed four (4) hours off, with pay,

when acting as a pallbearer.

- d) Employees will be allowed four (4) hours off, without pay, to attend a funeral other than the above.

17.11 Family Leave

Employees shall be allowed leave of absence, without pay and without loss of seniority and benefits, for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Marriage of employee	Three (3) working days
Divorce hearing of employee	One (1) working day
Marriage of employee's child, brother, sister, parent	The day of the wedding
Birth or adoption of employee's child	Two (2) working days
Serious fire or flood in employee's home	Up to three (3) working days
Moving employee's household	One (1) day per year
Court hearing of an employee or employee's spouse or dependent child	One (1) day per year
Attendance at a child's school function	Up to three (3) working days
Emergency leave for illness of a family member other than a minor dependent	Up to three (3) working days
Medical out of town trips to accompany a member's immediate family, other than minor dependents	Up to three (3) working days
Care, health or education of an employees' immediate family	Up to five (5) working days
Graduation of a high school or post-secondary dependent	The day of the Graduation

"Education" refers to any matter directly related to the ongoing education, such as:

- meeting with a tutor;
- meeting with a teacher (to discuss progress, etc.);
- meeting with district staff (discipline, etc.).

17.12 Illness of Dependents

For the purpose of this clause, dependent shall mean:

- a) minor dependent;
- b) totally dependent live-in designated relative

Leave with pay to a maximum of three (3) days per any one (1) contract year will be granted in cases of illness, out of town medical/dental assistance, medical/dental appointments and/or medical/dental emergencies of dependents.

The foregoing three (3) days will be allowed per employee and may be used for any combination of the above cases relating to dependents.

17.13 Jury or Witness Duty

The Board shall grant Leave of Absence with pay to an employee summoned for jury duty or required to attend any legal proceedings by reason of subpoena. The employee shall pay to the Board any sum received for jury duty or witness fees.

EXCEPTION: Should the payment received for jury duty or witness fees be greater than the employee's regular day's pay, the Leave of Absence will be without pay and the employee will be entitled to keep the payment for jury duty or witness fees.

An employee who is required to appear as a witness in a case in which the Board is involved, will qualify under the provision of the preceding paragraph, and will be

reimbursed for any reasonable expenses on production of receipts.

17.14 Citizenship Leave

An employee shall be allowed the necessary time off, but not more than eight (8) hours, with pay, to process his/her Canadian citizenship application. Any additional time off needed will be granted without pay, as per Article 17.16.

17.15 Personal Discretionary Days

Eligibility for personal discretionary days shall be calculated on years of service as per Article 13.01. A maximum of two (2) discretionary days will be granted per school year for the purpose of conducting personal business. Employees who have worked in the district from four years to seven years shall be eligible to receive one (1) personal discretionary day per school year, without loss of pay. This is non-chargeable to sick leave. Employees who have worked in the district for seven years or more shall be eligible to receive two (2) personal discretionary days per school year without loss of pay. This is non-chargeable to sick leave.

Notification for such leave must be given to the Principal or Supervisor at least three (3) days in advance. Notification for such leave must be given to the Principal or Supervisor at least three (3) days in advance.

Consideration shall be given to special circumstances.

A maximum of one (1) day of accrued personal leave days not used by an employee during the school year will be carried forward into the future and placed into a personal leave bank. The minimum carried forward into the personal leave bank per school year will be one-half (1/2) day. Days placed in the personal leave bank shall not

exceed eight (8) days. These days will be carried forward into the future until they are used.

17.16 General Leave/Educational Leave

General Leave without pay may be granted after written request has been submitted in advance to the Secretary-Treasurer's office.

General Leave will be considered only after all other leaves and vacation entitlements are expended.

The employee shall provide at least one (1) month's written notice confirming return.

17.17 Extended Leave of Absence

Requests must be submitted in advance, in writing, to the Secretary-Treasurer

The employee shall provide at least one (1) month's written notice confirming return

- a) Notwithstanding any other language in this agreement, upon request, employees with seven (7) consecutive years of service may be granted one leave of absence for a period of six (6) to twelve (12) months, without pay.

An employee on an Extended Leave of Absence shall be entitled to continue benefit coverage by making payments to the Board for the full premium cost of the benefit plans. Payment must be made in advance in no more than two payments and must include payments for the duration of the leave.

- b) Upon three (3) months written request, employees with fifteen (15) consecutive years of service may be granted a second leave of absence for a period of six (6) to twelve (12) months, without pay. To stay on the

benefit plans, the employee will have to prepay the Board the full costs prior to the leave.

- (c) Under special circumstances, the Secretary-Treasurer may grant leave of absence, without pay, to an employee requesting leave for family and/or educational purposes and may waive the timeline under section (a)

17.18 Deferred Salary Leave Plan

The Board will maintain a Deferred Salary Leave Plan for Local 4653 members.

Components of the Plan are:

- The Plan allows employees to defer a portion of their salary (33 1/3%, 25% or 20%) over a period of 2, 3 or 4 years and to withdraw the deferred amount during a one year leave of absence.
- There is a minimum of five (5) years length of continuous employment required to be eligible to participate in the Plan.
- All employees are eligible to participate two times in the Plan.
- Applications must be received by the Secretary-Treasurer prior to March 31st for contributions to commence the following September for 10 and 11 month employees or July for 12 month employees.

ARTICLE 18 - HEALTH AND WELFARE

No employee shall be permitted to carry primary coverage and also be covered as a dependent under the Medical or Dental insurance plans covered by this agreement.

For all regular full-time employees, the Board shall pay one hundred (100%) percent of the premiums required for the following benefits:

- .. Medical and Extended Health Benefits Plan
- .. Group Life Insurance and Accidental Death and Dismemberment
- .. Dental Plan

It is agreed that part-time employees who have been receiving full benefits up until June 30, 1987 shall continue receiving full benefits. Any subsequent appointments to part-time positions filled by a new employee will have to bear a prorated share of the cost of his/her benefits.

All employees covered by this collective agreement shall be treated equally in taking primary coverage for themselves and their families. This coverage will be available to all regular and replacement employees on the first day of the month following the completion of their probationary period. Exception: a temporary employee who has served more than two (2) months and is subsequently hired to fill the posted position permanently shall have benefit coverage commence the first day of the month following the date of permanent employment, if otherwise eligible for benefits.

For all regular employees working 15 hours or more per week, the Board shall pay one hundred percent (100%) of the premiums required for Short and Long Term Disability.

NOTE:

Unless specifically stated herein, it is understood that benefit plans within Article 18 will be underwritten by carriers that are mutually acceptable to the parties.

18.01 Medical and Extended Health Insurance

Employees covered by this collective agreement shall be treated equally in taking coverage for themselves and their families. This coverage will be available to all employees on the first day of the month following the completion of their probationary period.

Extended Health Benefit Plan

The Extended Health Benefit Plan shall include a travel rider and an eyeglass rider:

Travel Rider

This provides travel for three (3) out of town medical referrals per calendar year for either the employee or an insured dependent. This plan also provides for a maximum of \$40.00 per day for commercial accommodation.

When the employee is the one going out of town for a medical referral, the Board will pay a per diem of \$75.00 per day in lieu of wages for full time employees and a prorated portion for part-time employees for a maximum of three (3) days per referral.

Visual Care Rider

Eligible expenses under this provision shall include charges for eye glasses or contact lenses and their fitting, up to a maximum of \$140.00 and a maximum of one such expense in any 2 consecutive calendar years, for each insured person.

18.02 Group Life Insurance

For new regular employees under age 70 enrolment is compulsory after completion of the probationary period. Coverage during employment is three (3) times annual basic earnings. Coverage terminates the end of the month in which the employee terminates, but may be converted

to an individual policy as indicated in the certificate. The premium is subject to change each year.

18.03 Living Life Insurance Benefits

Employees who are terminally ill may apply for withdrawal of up to 50% of their life benefit or \$50,000, whichever is less. The amount withdrawn for the living life benefit will be deducted from the life insurance paid to the beneficiary (s).

18.04 Pension Plan

Upon completion of one year of service, employees working one half (1/2) time or greater, shall, as a condition of employment, participate in the Municipal Pension Plan. Employees who opted not to be covered by this plan prior to February 1, 2008, shall remain with the Standard Life Assurance Plan.

18.05 Dental Plan

All regular employees employed 15 hours or more per week shall be entitled to enrol in the Dental Plan after completion of the probationary period. Coverage commences on the 1st of the month following the probationary period.

18.06 The Board may wish to tender the benefit package from time to time, but before any change is implemented, it will first be mutually agreed between the Parties.

18.07 Communicable Disease Protection

To protect against the contraction of Hepatitis, the Board will pay any cost not covered by an employee's own medical insurance coverage for injections or medications for prevention of Hepatitis. This treatment is on a voluntary basis.

18.08 Voluntary Registered Retirement Savings Plan

The Board shall establish a Voluntary Registered Retirement Savings Plan as a monthly payroll deduction for all regular employees. The Board will have the right to choose the carrier for this plan.

ARTICLE 19 - TECHNOLOGICAL AND OTHER CHANGES

19.01 Definition

"Technological Change" means the introduction of equipment or processes different in nature or type from that previously utilized, a change, related to the introduction of this equipment, in the manner in which the employer carries on his/her operations and any change in work methods and operations affecting one or more employees.

19.02 Union Notification of Changes

The Board shall notify the Union three (3) months before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions. Any such change shall be made only after the Union and the Board have negotiated an agreement, on such change, through Collective Bargaining.

19.03 Training Program

In the event that the Board should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Board, be given a minimum period not to exceed one (1) year during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee, and no reduction in pay upon being reclassified in the new position.

19.04 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Board and the Union.

19.05 Cost

The cost to employees having to buy new tools due to technological and other changes shall be reimbursed by the Board.

19.06 New Classification Due to Technological Change

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall first seek mutual agreement between the Union and Management. The matter will then be referred to the Pay Equity Procedural Committee.

If the parties are unable to agree on the classification and/or rate of pay for the job in question, the issue shall be resolved through the Pay Equity process.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT FUND

The Board shall contribute \$10,000 per contract year to a Professional Development Fund to provide professional development for members of Local 4653.

ARTICLE 21 - GENERAL SECURITIES

21.01 Volunteer workers shall not replace the regular employees covered by this Agreement.

21.02 Supervisors shall not perform Bargaining Unit work except in the case of emergency.

21.03 Contracting Out

No regular employee shall be laid off or terminated as a result of the employer contracting out.

21.04 The Board agrees to issue for use (but to remain the property of the Board) gum boots and rubber clothing, hard hats, goggles and welders' gloves and an apron for each employee whose job normally requires same. Four (4) spare pair of coveralls will be kept in the Maintenance Shop and smocks will be provided in the store area and in the machine rooms in schools where duplicating or other similar equipment is to be operated.

21.05 Coveralls/Smocks

a) The Board will supply coveralls or smocks for labourers, mechanics, plumbers, painters, welders, carpenters, electricians, the Technology Department and the Equipment Repair Department.

b) The Board shall supply two (2) smocks for each Educational Assistant II and Early Childhood Educator. Cleaning of the smocks will be the responsibility of the employees.

21.06 Every school shall be supplied by the Board with rubber gloves, goggles and dust masks when required for use by the employee in the performance of his/her duties.

21.07 Tools

The tools of an employee starting a new job shall be in good condition and shall be kept so on the Board's time and expense. Broken and damaged hand tools shall be

replaced by the Board without undue delay, unless there is evidence of misuse.

21.08 Crossing Picket Lines

It is hereby agreed between the parties to this Agreement that Employees shall have the right to refuse to cross any picket line, enter any building, property or business where such a picket line is established under the Statutes of B.C. or Canada. Employees so doing shall not incur disciplinary action or harassment as a result of such refusal.

21.09 Fire and Theft Insurance

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

21.10 Bargaining Authority

The Employer recognizes CUPE Local 4653 as the sole and exclusive collective bargaining agent for all of its employees save and except other bargaining authorities and employees covered under Article 3.01 and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

21.11 The Board's Policy, conditions of employment and rules and regulations shall not be in conflict with the Collective Agreement.

21.12 Travel Allowance

A regular employee shall be eligible for a travel allowance pro-rated at 10% of the employee's annual gross salary to a maximum of \$5,000 per contract year. For income tax purposes, this allowance is deemed to be included in

amounts outlined in the salary grid and will not be separated on the monthly pay slip. The accumulated travel allowance shall be reported in the appropriate box on the T-4 slip at the end of the year.

21.13 Steel-Toed Boots

After the completion of the probationary period, the Board shall reimburse employees up to ~~\$75.00~~ \$225.00 per year, upon receipt toward the purchase of CSA approved steel-toed work wear upon supervisory approval for use by the employee in the performance of his/her duties. If the ~~\$75.00~~ \$225.00 is not used, it may be carried over for one (1) year. Increase effective July 1, 2020.

ARTICLE 22 - HARASSMENT/SEXUAL HARASSMENT

22.01. General

- a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.

- d. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- e. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

22.02 Definitions

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

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

22.03. Resolution Procedure

a. Step 1

The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.

Before proceeding to Step 2, the complainant may approach his/her supervisor, shop steward, or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the Secretary-Treasurer or designate.
- ii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iii. In the event the Secretary-Treasurer is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to a third party as mutually agreed, who shall have been named by prior agreement of the employer and the Local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

22.04. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilized or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The Local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the Collective agreement, or the complainant is not

satisfied with the remedy, the complainant may initiate a grievance at Stage 3 of Article 24 (Grievance Procedure). In the event the alleged harasser is the Secretary-Treasurer, the parties agree to refer the complaint directly to expedited arbitration.

22.05. Training

- a. The employer, in consultation with the Union, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

ARTICLE 23 - DISCHARGE AND DISCIPLINE

23.01 The Board reserves the right to discipline any employee for an infraction of rules and regulations as laid down by the Board, subject to the employee's right to appeal through grievance procedure as outlined in Article 24.

23.02 An employee may be dismissed or disciplined, but only for just cause. An employee shall have the right to have a Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview. Such interviews shall be conducted during working hours.

23.03 Employees are entitled to receive a written report of all accusations or complaints pertaining to their employment or behaviour when such accusations or complaints result in disciplinary action, or are to be used as evidence at any subsequent time. The record of any disciplinary action shall not be referred to or used against the employee at any time after eighteen (18) months following such action. Affected employees at the conclusion of eighteen (18) months, may request to have adverse correspondence removed from his/her personnel file. It is understood that the above records will be retained by the Employer and will not be destroyed.

23.04 Any employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 24.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.01 Difference

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

24.02 Stage One

The Shop Steward, with the employee, shall first discuss the incident with the Supervisor within thirty (30) days of the occurrence of the incident. If the matter is not resolved within five (5) working days, then;

24.03 Stage Two

The matter will be submitted within (3) working days in writing to and discussed with the Secretary-Treasurer or his/her designate. Should the matter not be resolved at this stage within five (5) working days, then;

24.04 Stage Three

The matter will be discussed within five (5) working days between the Grievance Committee of the Board of Education of School District No. 60 consisting of at least three (3) representatives of the Board of Education of School District No. 60, including at least one (1) Trustee, and a Grievance Committee of the Union consisting of at least three (3) representatives of the Union. Should the grievance not be resolved within ten (10) working days, then the matter shall be submitted to a Board of Arbitration appointed in the following manner;

24.05 Stage Four

Within five (5) working days, each Party shall appoint one (1) member to the Board of Arbitration. The third member, who shall be Chairperson of the Arbitration board, shall be appointed by the Parties' appointees. Should the Parties' appointees be unable to agree on a Chairperson within five (5) days of the appointment of the member last appointed, then the Chairperson shall be appointed by the Minister of Labour of the Province of British Columbia. The Parties may, as an alternative, choose to have a single arbitrator to resolve the issue; in either case the appointment shall be made within thirty (30) days of referral. The majority decision of the Board of Arbitration or single arbitrator shall be final and binding upon the Board of Education of School District No. 60; the Union and the employee(s) concerned. Each Party shall pay the cost of its appointee and one-half (1/2) of the cost of the Chairperson, or one-half (1/2) of the cost of the single arbitrator.

The arbitrator shall be mutually agreed upon.

24.06 Stage Five

Should the Board of Arbitration find that an employee has been suspended or dismissed for other than just cause, the Board of Arbitration may direct the Board of Education of School District No. 60 to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable, or make such other order as it considers fair and reasonable, provided always that any order the Board of Arbitration may make is made with due regard to the terms of this Agreement, and that any order relative to lost wages shall be less any wages or salary earned by an employee during a period of suspension or dismissal.

24.07 Mutual Consent

Wherever a stipulated time limit is mentioned in this Article, the said time limit may be shortened or extended by mutual consent of both Parties.

ARTICLE 25 – TRAINING ASSISTANCE

The Employer and the Union recognize the need for Employees to thoroughly understand all training material presented to them. Wherever possible, the Union and Employer may provide assistance for an employee to understand the material as provided in English.

ARTICLE 26 - DURATION OF AGREEMENT AND REMUNERATION

This Agreement shall be for a term of three years from July 1, 2019 to June 30, 2022 and shall remain in full force from year to year thereafter unless either party, within four (4)

months immediately preceding the date of expiry of this agreement (June 30, 2022, or any subsequent June 30th if this agreement is not renegotiated) by written notice requiring the other party to commence collective bargaining.

WAGE RATE APPENDICES BY CLASSIFICATION

CASUALS

Effective July 1, 1989, the wage calculation for casual employees will be based on 96% of the wage applicable for the classification in which the casual is working.

CLERICAL APPENDIX

CLAUSE I - CLERICAL STAFF

Shall include all personnel under the supervision of the Clerical and Administrative Department.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

CLAUSE III - TESTING

A permanent employee will not be required to take the Board's clerical test if transferring within the clerical department unless the new position is deemed to be significantly different from the former position.

No employee shall be required to test more than once for a specific skill or requirement.

MONTHLY PAYROLL WILL BE BASED ON 21.75 DAYS PER MONTH.

EDUCATIONAL ASSISTANTS APPENDIX

The Board is committed to working towards a four (4) hour minimum to increase the hours in this department.

CLAUSE I - EDUCATIONAL ASSISTANTS

Shall include all personnel working as Educational Assistants.

Educational Assistants are required by individual student and school needs.

Educational Assistants will be paid for all school year Statutory Holidays which occur during their term of employment.

In the case of non-instructional days, Educational Assistants will be required to attend the in-service or perform other assigned work and will get paid for their regular hours of work.

An Educational Assistant who works fifteen (15) hours per week or more is deemed to be half-time for the purpose of establishing benefit entitlements.

Educational Assistants in layoff within the district (as per Clause 7.06 (c)), will be given first option on any Educational Assistant positions that arise for which they have the qualifications. The least senior person assigned to that school would go into layoff status unless their special skill set is required. In this case the next least senior would go into layoff status. Where the least senior individual has been working with a student with sensitive personal care issues and it is desirable to have them continue in that role it would be dealt with on an individual basis in consultation between the Union President and Secretary-Treasurer (or their designates).

Educational Assistants shall be paid in ten (10) equal monthly instalments from September to June of each year.

Salary will be determined by the number of teaching days in the current school year per the Ministry of Education calendar, plus the Statutory Holidays that would be included in that term.

Educational Assistants are hired to the district, assigned to a school and deployed by the administrator according to school needs.

The work period will consist of a minimum of one (1) continuous hour of work.

After the initial hours are assigned to the school any additional hours due to increased enrollment or changing circumstances will be offered to the eligible and qualified EAs currently assigned to that school where possible. The hours that cannot be utilized by current school assigned staff will be posted.

Placement in Special Circumstances:

In special circumstances the needs of the student may warrant a new placement. This shall be done after full consultation with all affected parties. It is understood by the parties that these positions will not be posted.

- a) If this results in an Educational Assistant being reassigned to another school, the newly assigned hours of support will be transferred. In this case the existing staff of the new school will not have access to these transferred hours.

- b) Where a long term reduction in hours to a school results in the loss of a position an individual may be reassigned to another school.

NOTE: Circumstances that are not covered under this appendix may be dealt with on an individual basis upon mutual agreement by the parties.

DATED THIS 19th DAY OF JUNE 2014.

SIGNED FOR:

BOARD OF EDUCATION
School District No. 60
(Peace River North)

PARTY OF THE FIRST PART
(Original signed by Doug Boyd)

DOUG BOYD
SECRETARY-TREASURER

SIGNED FOR:

CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 4653

PARTY OF THE SECOND PART
(Original signed by Wally Miedema)

WALLY MIEDEMA
PRESIDENT OF THE UNION

EARLY CHILDHOOD EDUCATOR APPENDIX

CLAUSE I - EARLY CHILDHOOD EDUCATOR

Appointment of Temporary Supervisor

If a department supervisor supervising two (2) or more workers is absent for any reason for a period exceeding two (2) days, or if said position is vacant, a temporary supervisor will be appointed for the period of absence.

When an employee assumes the role of temporary supervisor, s/he will receive \$.75 cents per hour over his/her own rate.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

CROSSING GUARDS/BUS ATTENDANTS APPENDIX

CLAUSE I - CROSSING GUARDS/BUS ATTENDANTS

Shall include all personnel working as Crossing Guards or Bus Attendants. Seniority is retroactive to the start date.

Crossing Guards and Bus Attendants shall be employed for a minimum of one (1) hour per day.

In the case of non-instructional days, Crossing Guards and Bus Attendants will not be required to attend the in-service and not be required to perform other assigned work and will not receive pay for these days.

A Crossing Guard or a Bus Attendant who works fifteen (15) hours per week or more is deemed to be half-time (1/2) for the purpose of establishing benefit entitlements.

The work period will consist of a minimum of one (1) continuous hour of work.

Inclement Weather Conditions

Crossing Guards located at the Charlie Lake Elementary School will be paid \$20.00 per month worked for extra costs incurred for protection against inclement weather conditions.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

LUNCH PERIOD MONITORS APPENDIX

CLAUSE I - LUNCH PERIOD MONITORS

The Union agrees that the traditional usage of teachers may continue.

The Parties agree that this function may also be provided by students at the junior and senior secondary levels as part of a large program of student leadership and participation.

The Parties agree that all paid Lunch Period Monitor jobs will be posted as per the Collective Agreement.

In the case of non-instructional days, Lunch Period Monitors will not be required to attend the in-service and not be required to perform other assigned work and will not receive pay for these days.

The work period will consist of a minimum of one (1) continuous hour of work.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

MAINTENANCE APPENDIX

CLAUSE I - MAINTENANCE STAFF

Will include all employees under supervision of the Maintenance Department and Technology Department.

CLAUSE II - CLASSIFICATION AND WAGE AND SALARY SCHEDULE

See Rate Schedules at back of contract.

When a Foreman is supervising construction workers, s/he will receive seventy-five (\$.75) cents more than the supervised construction worker under Clause III of the Maintenance Appendix or the construction standard agreement rate, whichever is greater.

Appointment of Temporary Foreman

If a department supervisor or foreman supervising three (3) or more workers is absent for any reason for a period exceeding two (2) days, or if said position is vacant, a Temporary Foreman will be appointed for the period of absence.

When an employee assumes the role of Temporary Foreman, s/he will receive seventy-five (\$.75) cents per hour over his/her own rate or the working foreman rate, whichever is greater. (See Maintenance Appendix Clause II for the construction standard rate.)

Appointment of Lead Hand

When an employee oversees up to two (2) other workers, s/he shall be paid Lead Hand wages. (See rate schedule for Lead Hand wages)

CLAUSE III

In the event that a contract is awarded for any new construction or major repair work where a portion of the original contract is deleted and done by School District employees the following will apply:

- Where the work being done by School District employees exceeds \$65,000 (labour and materials) employees are to be paid the Union rate of wages prevailing in the Standard Construction Trades Agreements of B.C. as per United Brotherhood of Carpenters & Joiners of America, Local No. 1237.

Travel time to and from projects where the construction rate applies will be at the regular rate of pay as stated in Clause II of the Maintenance Appendix.

Travel times to schools will be as follows:

Baldonnel	.5 hour return
Buick Creek	2.0 hours return
Charlie Lake	.5 hour return
Clearview	1.0 hour return
Hudson's Hope	2.0 hours return
Outdoor Education Site	2.5 hours return
Prespatou	2.5 hours return
Taylor	1.0 hour return
Upper Halfway	3.0 hours return
Upper Pine	1.0 hour return
Wonowon	2.0 hours return

APPRENTICE

To be paid according to the following as to the class employed:

PRIOR TO:

1st Anniversary	-	75% of Journeyman rate
2nd Anniversary	- -	80% of Journeyman rate
3rd Anniversary	- -	85% of Journeyman rate
4th Anniversary	-	90% of Journeyman rate

MONTHLY PAYROLL WILL BE BASED ON 21.75 DAYS PER MONTH.

Anniversary is defined as the successful completion of each level of trades school.

All apprentices are required to sign off on the apprenticeship agreement that was mutually agreed upon by the Employer and the Union.

Those in apprentice positions that have not previously held a position within the bargaining unit shall not accumulate seniority.

Employees of the bargaining unit who post into an apprentice position shall maintain and continue to accumulate their seniority.

Upon successful completion of an apprenticeship employees are not entitled to a Journeyman position and will need to post into one. In the event that there is no vacant Journeyman position the following will occur:

- If the apprentice has only ever held an apprentice position, the apprentice will be considered terminated
- If the apprentice held a position within the bargaining unit before taking the apprentice position the apprentice will return to their previous position. If their previous position is

unavailable, the apprentice will go into layoff and are eligible for the bumping provisions as per Article 9.11

REGULAR EMPLOYEES who may be laid off during the summer school closure may, if they are required by the Board, be fitted into Maintenance positions.

The rate of pay shall be as per the posting.

TRANSPORTATION APPENDIX

CLAUSE I - TRANSPORTATION STAFF

Shall include all personnel under the supervision of the Transportation Department.

CLAUSE II - CLASSIFICATION

- a) Regular Part-time Driver: - Employed solely as a school bus driver for up to eight (8) hours per day except when required to undertake additional trips.
- b) Rural Bus Drivers: - Employed solely as a school bus driver for the duration of the school season only whose regular hours of work are determined by the length of his/her scheduled bus route except when required to undertake additional trips.
- c) Mechanic - unlicensed.
- d) Mechanic - licensed.
- e) Working Foreman - licensed.

CLAUSE III - REGULAR HOURS OF WORK

- a) Bus Drivers: - Any eight (8) hours or less (excluding meal breaks) on a regular work day between commencement of employment and twelve (12) hours thereafter.
- b) Mechanics, Licensed, Unlicensed and Working Foreman
As defined in Article 10 of this Agreement.

CLAUSE IV - WAGE AND SALARY SCHEDULE

See Rate Schedules at back of contract.

Where the driver is not required to work due to school closure, each day will be deducted from the employee's holiday entitlement.

Effective July 1, 2020, Bus drivers will have the option of attending professional development opportunities on non-instructional days with pay. Should Bus drivers not attend a professional development opportunity they will have the choice of having that day deducted from the employee's holiday entitlement, banked time or leave without pay at the employee's direction.

Where school closure days exceed the holiday entitlement under Article 13, no further deduction will be made to compensate the Board. (This applies only to employees hired before July 1st, 2002).

Bus drivers attending scheduled activities on a non-instructional day will be paid for time in attendance.

In cases of inclement weather conditions or adverse road conditions, drivers will be paid in accordance with Article 10.10.

Relief Transportation Supervisor

The Relief Transportation Supervisor will receive seventy-five (\$.75) cents per hour over his/her own rate or the Working Foreman rate, whichever is greater.

Effective July 1, 2020, the Relief Transportation Supervisor will receive one dollar and fifty cents (\$1.50) per hour over his/her own rate or the Working Foreman rate, whichever is greater.

Overnight School Activity Trips

For overnight school activity trips, the Board will reimburse all reasonable expenses for meals and single occupancy lodging supported by receipts for each 24-hour period - maximums according to Board Policy.

Drivers who require expense money prior to departure on a trip shall be advanced expense money in accordance with the number of days they will be away from their home terminal.

<u>Footnote:</u>	<u>Present Board Policy</u>
Breakfast	\$11.00
Lunch	\$19.00
Dinner	\$26.00

Maximum - \$56.00 per day

SHOP TRIPS: Drivers taking buses in for shop trips will be paid the greater of \$35.00 per trip or their hourly rate based on travel time spent to and from the School District Bus Garage.

PLUG-INS: Rural bus drivers will be paid \$125.00 per year for the use of their plug-ins for the buses. (Reviewed March, 1995. To be reviewed every two years)

The amount as calculated shall be paid to each driver at the end of March of each year.

MONTHLY PAYROLL WILL BE BASED ON 21.75 DAYS PER MONTH.

CUSTODIAL APPENDIX

CLAUSE I - CUSTODIAL STAFF

Shall include all custodial personnel under the supervision of the Site Administrator and Operations Manager.

CLAUSE II - CLASSIFICATIONS

- a) Custodian
- b) Head Custodian:
In district buildings where there is more than one Custodian, one will be called a Head Custodian. The Head Custodian will work the same shift as the rest of the crew.
- c) Designated Custodian:
In district buildings where there is only one custodian.

CLAUSE III - HOURS OF WORK

As provided for in Article 10.

CLAUSE IV - WAGE AND SALARY SCHEDULE

See Rate Schedules at back of contract.

Appointment of Temporary Head Custodian:

If a Head Custodian is absent for any full shift, a replacement will be appointed.

Half-Time Custodians:

Wage differential to be 1/4 hour per day in excess of regular working hours. i.e. 3 3/4 hours work - 1/4 hour lunch.

Teacherages:

In rural areas, the cleaning of teacherages will be paid by the hourly rate.

Working Foreman – Custodial

Paid mileage and the difference in automobile insurance.

MONTHLY PAYROLL WILL BE BASED ON 21.75 DAYS PER MONTH.

#1
LETTER OF UNDERSTANDING

BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4653

Work Experience

The Board and the Union agree as follows:

1. It is understood that the Board will provide opportunities for students and other members of the community to gain experience by working in our schools and/or departments.
2. The work experience workers shall not replace the regular employees covered by this agreement.
3. The parties agree that this Letter of Understanding may be abrogated by either party following a discussion of the concerns.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this 13th day of February, 1996, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

SIGNED FOR:
THE BOARD OF EDUCATION,
School District No. 60
(Peace River North)

SIGNED FOR:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4653

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Original signed by Richard Broadbent

Original signed by Agnes Aikins

CHAIRPERSON OF THE BOARD

PRESIDENT OF THE UNION

Original signed by Edna Barber

Original signed by Debra Kellestine

SECRETARY-TREASURER

SECRETARY

#2
LETTER OF UNDERSTANDING

**BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 60 (PEACE RIVER NORTH)**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4653**

RE: Educational Assistant Program

1. Placement of trainees in schools or classrooms will be based on the skills and abilities they must develop in order to complete the requirement of their practicum. They may or may not be placed in classrooms or libraries with teachers who have support staff assigned.
2. Trainees will not be used as substitutes for employees.
3. Employees will not have their hours of work decreased or positions eliminated due to practicum placements.
4. The classroom teacher will be responsible for the day-to-day supervision of the trainee.
5. While the college is responsible for evaluating the performance of the trainee, the College may request input from the sponsor teacher.
6. If problems arise with the performance of the trainee, the teacher will notify the Administrative Officer.
7. Trainees have been instructed in the importance of confidentiality; however, trainees must be made aware of individual schools' procedures.

8. When an employee is completing the practicum portion of the Educational Assistant Program in their regular Union position, they will be given educational leave with pay for the time period that they are required to perform duties that may contravene the Collective Agreement. These employees will not be replaced.

DATED THIS 12TH DAY OF FEBRUARY, 1996

SIGNED FOR:

BOARD OF EDUCATION
School District No. 60

PARTY OF THE FIRST PART

Original signed by Richard Broadbent

CHAIRPERSON OF THE BOARD

Original signed by Edna Barber

SECRETARY-TREASURER

SIGNED FOR:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4653

PARTY OF THE SECOND PART

Original signed by Agnes Aikins

PRESIDENT OF THE UNION

Original signed by Debra Kellestine

SECRETARY

#3
LETTER OF UNDERSTANDING

BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4653

RE: Aboriginal Student Support Workers

Preamble: It is understood that the Provincial funding for Aboriginal Education Program is intended to support aboriginal students in three distinct programs: Aboriginal Language and Culture, Aboriginal Support Services and Other Approved Aboriginal Programs which improve the demonstrated success of Aboriginal students. To this end it is deemed necessary to have these programs staffed by individuals from Aboriginal descent. If Aboriginal persons are not available, positions will not be filled.

It is therefore agreed that: The following individuals are grand-fathered and may continue to work as Aboriginal Student Support Workers:

Sylvia Zettergreen

Dr. Kearney

DATED THIS 12th DAY OF JUNE, 2013.

SIGNED FOR:

BOARD OF EDUCATION
School District No. 60
PARTY OF THE FIRST PART

SIGNED FOR:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4653
PARTY OF THE SECOND PART

Original signed by Doug Boyd
SECRETARY-TREASURER

Original signed by Wally Miedema
PRESIDENT OF THE UNION

#4
LETTER OF UNDERSTANDING

BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4653

RE: Youth Care Workers

It is understood that:

For all Youth Care Workers:

1. The second paragraph of Article 11.08(a) will not apply.
2. The difference between business and personal insurance on their vehicles will be paid.
Mileage will be paid in accordance with the district's travel policy.
3. When the students to be transported exceed three (3), alternate modes of transportation such as a bus will be sought.
4. Care will be taken to ensure the safety of the above workers in so far as possible - when possible and when deemed necessary more than one worker will be in the vehicle driven by a Youth Care worker.

DATED THIS 12th DAY OF June, 2013.

SIGNED FOR:

BOARD OF EDUCATION
School District No. 60

PARTY OF THE FIRST PART
(Original signed by Doug Boyd)

SECRETARY-TREASURER

SIGNED FOR:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4653

PARTY OF THE SECOND PART
(Original signed by Wally Miedema)

PRESIDENT OF THE UNION

Appendix “B”

Provincial Framework Agreement (“Framework”)

between

BC Public School Employers' Association (“BCPSEA”)

and

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

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

1. Term

July 1, 2019 to June 30, 2022

2. Wages Increases

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

3. Local Bargaining

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

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

The \$7 million is an ongoing annual amount.

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

4. Benefits

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

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

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

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

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

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

5. Safety in the Workplace

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

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

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

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

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

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

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

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

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

6. Support Staff Education Committee (SSEC)

Structure:

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

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

committee.

Mandate:

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

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

Terms of Reference:

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

Funding:

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

7. Job Evaluation (JE) Committee

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

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.

- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

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

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

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

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

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

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

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

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

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 __12th__ day of July, 2018.

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

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

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

Warren Williams (Local 15 - Metro)

Leanne Bowes, BCPSEA

Tracey Mathieson

Renzo del Negro, BCPSEA

Rob Hewitt

Tammy Sowinski, OLRC

Leslie Franklin (Local 703 - Fraser Valley)	Kyle Uno, SD36 Surrey
Nicole Edmondson (Local 3500 - Okanagan)	Robert Weston, SD40 New Westminster
Paul Simpson (Local 379 - Metro)	Jason Reid, SD63 Saanich
Marcey Campbell (Local 728 - Metro)	Marcy VanKoughnett, SD20 Kootenay-Columbia
Sylvia Lindgren (Local 523 - Okanagan)	Alan Chell, BCPSEA Board of Directors
Rolanda Lavallee (Local 2145 – North)	Ken Dawson, PSEC
Len Hanson. (Local 2298 – North)	Elisha Tran (Minute Taker)
Joanne (Jody) Welch. (Local 401- North Island)	
Fred Schmidt (Local 382 - South Island)	
Jane Massy (Local 947 - South Island)	
Michelle Bennett (Local 748 – Kootenays)	
Brent Boyd. (Local 407 - Metro)	
Patti Price (Local 1091 – Metro)	
Rod Isaac (Local 411 - Fraser Valley)	
Marcel Marsolais (Local 409 – Metro)	
Anne Purvis (Local 440 – Kootneys)	
Rob Zver (Local 606- North Island)	
Bruce Scott (WVMEA)	
Tim DeVivo. (IUOE Local 963)	
Corey Thomas	
Loree Wilcox	
Corinne Iwata (minute taker)	

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

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

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

Re: Public Sector General Wage Increases

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

This information is provided for reference only and is current as of the date of drafting. Please visit www.worksafebc.com for current information.



Refusing unsafe work

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

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

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

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

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

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

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

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

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

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

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

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

Worker Rights and Responsibilities:

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

- 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

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.

- 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.

- 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>

RATE SCHEDULE

Positions July 1, 2019 - June 30, 2022	May 1, 2019 Rate	Increase of 2% July 1, 2019	Increase of 2% July 1, 2020	Increase of 2% July 1, 2021
Aboriginal Student Support Worker	22.42	22.87	23.33	23.80
Accounts Payable Clerk	24.66	25.15	25.65	26.16
Benefits Clerk / Payroll Assistant	26.74	27.28	27.83	28.39
Bus Attendant (Playground)	20.40	20.81	21.23	21.65
Bus Attendant (Special Needs)	23.29	23.76	24.24	24.72
Career Program Assistant	26.56	27.09	27.63	28.18
Carpenter	28.01	28.57	29.14	29.72
Crossing Guard	20.40	20.81	21.23	21.65
Custodian	20.90	21.32	21.75	22.19
Delivery Person	22.22	22.66	23.11	23.57
Designated Custodian	21.36	21.79	22.23	22.67
Dispatcher	26.21	26.73	27.26	27.81
District Computer Support Worker - no 2 year tech ticket - 2 years exp.	23.67	24.14	24.62	25.11
District Computer Support Worker - with 2 yr. tech. ticket	25.87	26.39	26.92	27.46
District Computer Support Worker- no 2 year tech ticket - no experience	22.22	22.66	23.11	23.57
Early Childhood Educator	25.30	25.81	26.33	26.86
Educational Assistant (Lab Assistant)	23.00	23.46	23.93	24.41
Educational Assistant I	20.96	21.38	21.81	22.25
Educational Assistant II	24.41	24.90	25.40	25.91
Educational Assistant II-Certified	25.85	26.37	26.90	27.44
Electrician	28.33	28.90	29.48	30.07
Electronic Technician	26.93	27.47	28.02	28.58
Equipment Serviceperson	25.52	26.03	26.55	27.08
Equipment Serviceperson - Mechanical	25.52	26.03	26.55	27.08
Grounds Working Foreman	24.61	25.10	25.60	26.11
Hall Monitor	20.39	20.80	21.22	21.64
Head Custodian	22.76	23.22	23.68	24.15
Head Secretary	25.91	26.43	26.96	27.50
Joiner	28.01	28.57	29.14	29.72

Positions July 1, 2019 - June 30, 2022	May 1, 2019 Rate	Increase of 2% July 1, 2019	Increase of 2% July 1, 2020	Increase of 2% July 1, 2021
Labourer	22.12	22.56	23.01	23.47
Lead Painter	28.14	28.70	29.27	29.86
Library Media Technician	22.33	22.78	23.24	23.70
Library Technician	23.54	24.01	24.49	24.98
Local Area Network Specialist	26.65	27.18	27.72	28.27
Local Area Network Specialist (Senior Tech)	30.04	30.64	31.25	31.88
Lunch Period Monitor	20.96	21.38	21.81	22.25
Lunch Period Monitor (School Meals)	20.39	20.80	21.22	21.64
Mechanic	28.01	28.57	29.14	29.72
Painter	27.07	27.61	28.16	28.72
Plumber/Gasfitter	28.29	28.86	29.44	30.03
School Bus Driver	23.25	23.72	24.19	24.67
Secretary	24.11	24.59	25.08	25.58
Secretary Financial	25.49	26.00	26.52	27.05
Secretary (Trainer)	26.57	27.10	27.64	28.19
Secretary(Technology Facilitator)	25.05	25.55	26.06	26.58
Settlement Workers in Schools (SWIS)	26.57	27.10	27.64	28.19
SWIS Coordinator	28.01	28.57	29.14	29.72
Site Based Computer Support Worker	24.24	24.73	25.22	25.72
Stores person / Locksmith	28.01	28.57	29.14	29.72
Tradesperson - without ticket	23.90	24.38	24.87	25.37
Tradesperson - without ticket + 5yrs	27.08	27.62	28.17	28.73
Wide Area Network Specialist	30.27	30.88	31.50	32.13
Working Foreman - Transportation	28.94	29.52	30.11	30.71
Working Foreman - Custodial	25.25	25.76	26.28	26.81
Working Foreman (Facilities)	27.35	27.90	28.46	29.03
Youth Care Worker	26.56	27.09	27.63	28.18
Student	16.68	17.01	17.35	17.70
Lead Hand	.50 cents per hour wage top up			

Note: Casual employees who are hired to replace Designated Custodians will be paid at the Casual Designated Custodian rate.

Note: Casual employees will be paid at 96% of the rate for the position they cover.

***For Educational Assistants, Aboriginal Student Support Workers, Crossing Guards, Bus Attendants, Lunch Period Monitors, Youth Care Workers, Settlement Workers in Schools, and Hall Monitors - as per contract language in the applicable appendices, monthly rates are based on Ministry of Education calendar (plus statutory holidays)*

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