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# **COLLECTIVE AGREEMENT**

**between**

**THE BOARD OF EDUCATION**

**for**

**SCHOOL DISTRICT No. 37 (DELTA)**

**and**

**CANADIAN UNION**

**of PUBLIC EMPLOYEES**

**LOCAL 1091**

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

DELTA SCHOOL DISTRICT

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# **COLLECTIVE AGREEMENT**

**between**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 37  
(DELTA)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1091**

## **PREAMBLE**

WHEREAS, it is the responsibility of all parties to this Agreement to work for the effective and efficient operation of the schools in the school district, all in accordance with Section 88 (b) of the School Act, recognizing meanwhile the parties' responsibilities and obligations each to the other as hereinafter set forth;

AND WHEREAS, it is the desire of both parties to this Agreement to maintain a harmonious relationship between the Board and the employees;

AND WHEREAS, the Union shares with the Board a desire to provide this district with efficient service through the medium of the members' labours;

AND WHEREAS, to reach these objectives, both parties recognize the mutual value of joint discussions and negotiation in all matters pertaining to the well-being, morale and security of those employees included in the bargaining unit; for the purpose of implementing the spirit and intent of the foregoing, and without surrendering the right of the Board to determine policy, it is agreed that changes in policy possibly affecting the employee's security or the Union's sphere of bargaining authority will be discussed and negotiated with the Union prior to implementation so that the Union's representatives will, having been advised of such contemplated change, be afforded the opportunity to consult with the Board's representatives in the advisability and practical application of such contemplated change;

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:



# **ARTICLE 1**

## **TERM OF AGREEMENT**

- 1:01**            **a)**      This Agreement shall be for a thirty-six (36) month period from and including July 1, 2019 to and including June 30, 2022, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (June 30, 2022) or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.
- b)**      Should either party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:
- (i)      A strike or lockout has commenced, or
- (ii)     A new Collective Agreement has been ratified by the parties, whichever occurs first.

# **ARTICLE 2**

## **UNION RECOGNITION**

- 2:01**            The Board recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement, in accordance with the Union Certificate of Bargaining Authority.

# **ARTICLE 3**

## **UNION SECURITY**

- 3:01**            **Acceptance of Employment**
- Acceptance of employment by an applicant shall constitute acceptance by that applicant of all terms and conditions of this Collective Agreement.

**3:02 Union Membership**

- a) All present and future employees of the Board, except teachers and those excluded by the Labour Code, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and/or By-Laws of the Union.
- b) All employees, on date of hire, shall be provided with access to an electronic copy of the Collective Agreement. Employees shall be required to sign an Application for Membership and authorization for Dues Deduction. The Application for Membership shall be provided to employees by the Union.

**3:03 a) Dues Check-Off**

The Board agrees to the check-off of all Union dues and assessments levied in accordance with the Constitution and/or By-Laws of the Union. The Union agrees to advise the Board of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Board, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union within five (5) business days of the pay date, except when there are unforeseen circumstances.

**b) Suspension of Membership**

In the event of the Union intending to suspend a member for non-maintenance of membership, or for any other reason, the Board shall be notified by the Union in writing at least seven (7) days before such suspension.

**3:04 Notification to Union**

The Board agrees to notify the Union in writing, within seven (7) working days, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid-off, recalled, resigns, is suspended or is terminated.

## **ARTICLE 4**

### **EMPLOYEE/MANAGEMENT COOPERATION COMMITTEE**

**4:01** An Employee/Management Cooperation Committee shall be formed and shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. It is understood that the agendas will be exchanged one (1) week prior to meetings to ensure that each party can be prepared for discussion on the topics. Topics are to be of general interest and information, and not to include safety matters or specific grievances. Meetings shall be held once every two (2) months.

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

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

## **ARTICLE 5**

### **DEFINITIONS**

**5:01**           **Employees**

For the purpose of this Agreement, employee or employees mean a person or persons defined as such under the Labour Relations Code.

**5:02**           **Regular Employees**

A regular employee is:

- a)**       an employee who has obtained a continuing position and who has successfully completed the probationary period; or
  
- b)**       a temporary employee who has been continuously employed in a specific temporary position for more than twelve (12) months (in a twelve month position) or more than ten (10) months (in a ten month position) and who has successfully completed the probationary period.

**5:03 Probationary Employees**

A probationary employee is an employee who has been hired or promoted into a continuing position and who is serving the probationary period.

**5:04 Temporary Employees**

A temporary employee is a casual or new employee who is appointed to a term specific position.

**5:05 Casual Employees**

A casual employee is an employee who is employed on a day-to-day basis to augment or substitute for regular staff and includes supervision assistants and cross walk guards.

**5:06 Probationary Period**

The probationary period is the first six (6) months of continuous employment for employees with less than five-hundred (500) service credits and the first four (4) months for employees with 500 or more service credits served to confirm suitability for employment in the district as a regular employee. July and August shall not be considered as part of the probationary period for those employees not working these months.

**5:07 Position**

A position is a specific job within a classification.

**5:08 Continuous Employment**

Employment shall be continuous if an employee has worked a minimum of eleven (11) shifts in each month of employment.

**5:09 Continuing Positions**

Continuing positions are defined as positions deemed permanent by the Board or temporary positions as per Article 5:02 (b). Such positions may be either full or part-time.

**5:10 Temporary Positions**

Temporary positions are defined as positions of a limited duration with a specific start date and finish date (term specific).

**5:11 Classification**

A classification is a broad description, as set out in a class specification, of the requirements of any position with a specific job title or job description. A number of different positions therefore may be encompassed within a classification.

**5:12 Class Specifications**

Class specifications are the documents which describe, in general terms:

- The nature and scope of work that may be required of an employee holding any position within a classification.
- Illustrative examples of the tasks that the employee may be required to carry out; and
- The training, experience, knowledge, abilities, skills and licenses or certificates required of the classification.

**5:13 Location**

Location is the place of work to which an employee is assigned.

**5:14 Assignment**

An assignment is a position in a specific classification, location(s) and may include the program/work area.

**5:15 Trial Period (see Article 11:05)**

A trial period is the first three (3) month period served by an employee (upon a promotion, transfer or demotion) to determine their suitability in a new classification or in a new position in the same classification if the duties and responsibilities are significantly different.

**5:16 Promotion**

Promotion shall be defined as the movement of an employee to a position at a higher rate of pay or to a position at the same rate of pay but in a different classification.

**5:17 Demotion**

Demotion shall be defined as the movement of an employee to a position at a lower rate of pay.

**5:18 Transfer**

Transfer shall be defined as the movement of an employee from one position to another in the same classification.

**5:19 Seniority**

Seniority shall be defined as a regular employee's calculated length of service with the Board.

**5:20 Layoff**

A lay-off shall be defined as an Employer initiated reduction in the number of regular employees in the work force or a reduction in the regular hours of work as defined in the Agreement.

**5:21 Service Credit**

Service Credit is the total number of hours worked by a temporary or casual employee. The term 'Recognized Service Credits' has the same intent and meaning as the term 'Secondary Seniority' as used by the Industrial Inquiry Commissioners on June 7, 2000.

**5:22 Terminated Employees**

Employees shall be deemed to be terminated if one or more of the following conditions apply:

- a) the employee voluntarily leaves the service of the Board;
- b) the employee has a break of employment greater than that provided for in Article 11:02 (e) (i) or (ii);
- c) the employee has been laid off for a period equal to the employee's maximum allowable recall period in accordance with Articles 12:04 f) and 13:01 g) subject to remaining on the casual call-out list in accordance with Article 12:08 a).
- d) the employee is terminated for cause and not reinstated;
- e) the employee has not accepted three (3) consecutive offers of work in a position(s) for which the employee is qualified.

**5:23 Current Date of Hire**

The current date of hire is the date the employee last entered the service of the Board without having been terminated.

## **ARTICLE 6 RATES OF PAY**

**6:01            Schedule "A"**

Rates of pay for positions covered by this Agreement shall be as set forth in Schedule "A" attached hereto.

**6:02            a)        Job Evaluation Maintenance Committee (JEMC)**

The Board and the Union shall appoint two (2) representatives and an alternate each to represent them on the JEMC pursuant to the Job Evaluation Plan. The cost of the JEMC shall be borne by the Delta School District.

**b)        Maintenance of the Job Evaluation System**

(i)        It is important to maintain accurate class specifications and job ratings on an ongoing basis. It is the intention of the parties that all jobs be reviewed once every five (5) years.

(ii)       No job will be reviewed more than once in a twelve (12) month period unless there is a significant change in the duties and responsibilities.

(iii)      Whenever the incumbent(s), non-union supervisor, the Employer or the Union feel the duties and responsibilities of the job have changed or that the class specification does not accurately reflect the duties and responsibilities of the job, they may request a job evaluation review by completing and submitting a Job Evaluation Request for Review Form.

**c)        Re-classification or Re-evaluation of Existing Positions**

Upon receipt of a completed Job Evaluation Request for Review Form, the following procedures shall apply:

**Step 1**

The JEMC shall review all available information. If necessary, further information may be gathered through the completion of a Job Analysis Questionnaire, interview of the incumbent and/or supervisor, the Director of Human Resources or designate, or a visit to the job site. Based on this information the JEMC shall update the class specification as necessary. The JEMC shall have thirty (30) calendar days to do the review.

## **Step 2**

Where the class specification has been changed, it shall be signed by the incumbent(s) and the non-union supervisor to signify their mutual agreement. The JEMC shall meet to rate the job according to the procedures set out in the Job Evaluation Plan and advise the incumbent(s) and the non-union supervisor of its decision on the Review Decision Form. The rating of the job shall determine the pay rate for the job.

## **Step 3**

- (i) If the job is rated at a pay rate higher than the existing pay rate, the incumbent(s) rate of pay shall be adjusted retroactive to the date the Request for Review Form was submitted to the Human Resources Department.
- (ii) If the job is rated at a pay rate lower than the existing pay rate, the incumbent(s) will receive fifty (50) % of any future negotiated increase until such time as their existing rate of pay matches or exceeds the newly classified rate of pay.
- (iii) New appointments are subject to the terms contained in Article 6:04 (c) of this Agreement.

## **d) New Positions – Class Specifications and Valuation**

### **Step 1**

The Employer shall prepare a draft class specification for the job.

### **Step 2**

One Employer representative and one Union representative from the JEMC shall meet to establish an interim pay rate for the job based upon the draft class specification and shall advise the Employer and the Union of the interim pay rate. When the position is posted the posting shall indicate that the classification is new and the pay rate is subject to confirmation pursuant to Step 3 below.



### **Step 3**

Six (6) months from the appointment to the new position the incumbent(s) and the non-union supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with updated job information to the JEMC. The JEMC shall revise the class specification as necessary and submit to the incumbent(s) and the non-union supervisor for signing to signify their mutual agreement. The JEMC shall then rate the job according to the procedures set out in the Job Evaluation Plan.

### **Step 4**

- (i) If the job is rated at a pay rate higher than the interim pay rate the incumbent(s) rate of pay will be adjusted retroactive to the date of appointment.
- (ii) If the job is rated at a pay rate lower than the interim pay rate the incumbent(s) rate of pay will be adjusted to the lower rate at the beginning of the next pay period following notification by the JEMC.

## **e) Dispute Resolution**

### **Review with Advisors**

- (i) In the event of the JEMC being unable to reach an agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Plan or maintenance of the Job Evaluation Program (including the classification or pay rate of positions reclassified under this Agreement), JEMC will request, within ten (10) working days, that each party designate an advisor to meet with them. The two (2) advisors will meet with the JEMC to attempt to assist in reaching a decision.
- (ii) If after meeting with the two (2) advisors the JEMC remains unable to agree upon the matter in dispute they will advise, in writing, the Employer and the Union of this fact, within fifteen (15) working days.
- (iii) In the event the review with advisors is not successful the advisors shall put in writing the issue(s) in dispute (the statement) within ten (10) working days and shall submit the statement to both parties within a further five (5) working days.

## **Arbitration**

- (i) Either party may, by written notice to the other party, refer the dispute to a single arbitrator who will be selected by mutual agreement of the parties. The arbitrator will hear the matter within thirty (30) working days. The jurisdiction of the arbitrator will be limited to the matter in dispute. The arbitrator will not have the power to modify or amend the Job Evaluation Plan or any of its provisions. The arbitrator's decision will be final and binding.
- (ii) The arbitrator's fees and expenses will be borne equally between the parties.
- (iii) The time limits contained within this Article may be extended by the mutual agreement of the parties.

## **6:03 Bumping**

- a) The determination of bumping up, down or laterally will be based solely upon the new pay structure.
- b) Bumping Up - Pursuant to Article 12:03 (c) the parties will determine if the employee had formally held a higher classified position by reviewing the classifications listings which are attached to this Agreement. When bumping up the employee will be paid at the current rate for the position being bumped or the target rate for the new position, whichever is the lessor.
- c) Bumping down or laterally – Pursuant to Article 12:03 (b) of the Collective Agreement. An employee bumping down will be paid at the target rate or the current rate of pay of the employee who is bumping, whichever is the lessor.

## **6:04 Re-classification and Re-evaluation Adjustments**

The rating of the position shall determine the pay rate for the position. If there is less than a nineteen (19) point change in the revised rating for the position, the pay rate will remain as in the Collective Agreement.

If there is a nineteen (19) point or greater change in the revised rating for a position, the pay rate shall be determined by the following formula:

Adjust the Collective Agreement pay rate for the position by an amount equal to the point change multiplied by the cents per hour (3 cents) adjustment resulting from the original calculation of the male regression line.

6:05

**Acting Pay**

When an employee is assigned by the Employer to perform the principal duties of a higher paying position, the person shall receive the rate of pay of such higher position for the duration of such assignment.

**ARTICLE 7  
HOURS OF WORK AND OVERTIME**

7:01

**Standard Working Day – Maintenance & Facility Services**

- a) The standard working day for all employees other than those under Article 7:02 shall be eight (8) hours in a spread of eight and one-half (8 1/2) hours. An employee on split shift shall work eight (8) hours in a spread of twelve (12) hours. The standard working week shall consist of five (5) regular working days, Monday through Friday, inclusive. Under special circumstances, a working week of Tuesday through Saturday may be instituted. Each employee shall have two (2) consecutive days off, one of which will be Sunday. For the purpose of computing pay, the work week shall end at midnight Saturday. All continuing positions in Facilities shall be twelve (12) month positions as outlined in Article 5:02 (b).

If a school or community function is scheduled for a Saturday or Sunday, casual employees may work these days at straight time pay provided their hours do not exceed forty (40) hours for that week, and the employee has two (2) consecutive days off during the week. If no casual employee is available, regular employees may be re-assigned on a voluntary basis to a shift which includes Saturday and Sunday at straight time pay on one (1) weeks' notice. It is understood that where such assignments are on a long term basis it shall be mutually agreeable.

7:02

**Standard Working Day - Clerical, Education Assistants, Cafeteria Assistants**

- a) The standard working day for education assistants and clerical employees, notwithstanding Article 7:02 b), shall be seven (7) hours per day, and a maximum of thirty-five (35) hours per week, Monday to Friday, inclusive, between the hours of 0800 and 1700 hours, with one (1) hour off for lunch. Work performed in excess of these hours shall be paid at overtime rates as per Article 7:07 (Overtime and Extra Time).
- b) Effective July 1, 2020, and thereafter, Administrative Assistants – Elementary will be assigned an additional two (2) hours bi-weekly to be scheduled and worked upon mutual agreement. These hours are

intended to be flexible and must be worked within the bi-weekly period. This additional time will be added to employees' daily hours for the purposes of payroll, use of sick time, and other leaves. The additional time will be at the employee's regular rate of pay and shall not constitute overtime. The additional time does not apply to casual replacements.

- c) Effective July 1, 2020, and thereafter, continuing 26-hour education assistants working in elementary schools shall have an additional thirty (30) minutes added to their assignments on a bi-weekly basis for the purpose of collaboration and capacity building with their school teams. This additional time will be added to employees' daily hours for the purposes of payroll, use of sick time, and other leaves.
- d) The standard working day for Cafeteria Assistants shall be four (4) hours per day, and a maximum of twenty (20) hours per week, Monday to Friday, inclusive, between the hours of 0800 and 1500 hours. Work performed in excess of thirty-five (35) hours per week shall be paid overtime rates as per Article 7:07 (Overtime).
- e) Provided that School Board and school requirements are met a shorter lunch period may be instituted.

### **7:03**

#### **Standard Working Day - Clerical - Continuing Education**

Clerical employees may be required to work a seven (7) hour shift between 1400 hours and 2200 hours Monday to Friday, specifically for Continuing Education programs within the school district. However, a vehicle allowance will be provided by the School Board in accordance with Article 21:01 (Vehicle Allowance). The afternoon shift premium will be paid as per Article 7.

Continuing Education Program shall be defined as that program of study and instruction designed for those persons who are unable to attend regular senior secondary school classes during the normal and usual hours of the regular school program.

### **7:04**

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

- a) A regular or temporary employee reporting for work and starting work shall be paid a minimum of four (4) hours or the actual number of hours worked during the shift, whichever is the greater, except as shown below. The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement. This provision shall

not preclude a custodial split shift provided that one (1) part of the shift will be a minimum of four (4) consecutive hours.

- b) Exemptions from the four (4) hour minimum:
  - (i) Supervision Assistants and Crosswalk Guards.
  - (ii) Small schools of less than seventy-five (75) students in which case a two (2) hour minimum will apply.
  - (iii) Limited services to meet safety and security requirements at elementary schools in the morning; this is considered non-custodial casual work and, as far as is practicable, will be offered to other site-based staff on a seniority basis or filled on a casual basis. Such work performed by site-based staff will be in addition to regular working hours and shall not be considered as overtime.
  - (iv) Other positions by mutual agreement.
- c) Additional hours shall be assigned as per the Collective Agreement.

**7:05 Shifts –Facility Services**

Shifts for the Maintenance and Facility Services Departments shall be as set out in Schedule "B" attached hereto.

**7:06 Rest Periods**

There shall be one (1) fifteen (15) minute rest period in each one-half (1/2) shift.

**7:07 Overtime and Extra Time**

Overtime is defined as time worked in excess of the standard working days defined in Articles 7:01 and 7:02. Overtime will be paid at the rate of time and one-half (1 1/2) of the regular hourly rate for the first one (1) hour of overtime and at double (2x) the regular rate thereafter.

Extra time is defined as time worked in excess of normal daily working hours and up to the number of standard working hours as defined in Articles 7:01 and 7:02. Extra time worked will be paid at the regular hourly rate of pay.

Scheduled overtime and extra time authorized in accordance with Article 7:08 shall be assigned based on seniority and appropriate qualifications for the work to be performed and shall be offered first to employees who normally would do that work.

Scheduled overtime and extra time shall be on a voluntary basis. However, employees will cooperate in meeting District requirements. Employees will have the choice of taking overtime and extra time worked as pay or banking the time to be taken. If employees do not clearly indicate their choice to Payroll, overtime and extra time will automatically be paid out. In all circumstances the banking of overtime and extra time means the time is recorded and becomes a part of the employee's official overtime or straight time bank maintained by the District.

Banked overtime and extra time earned in one school year must be taken as time off by September 30<sup>th</sup> of the following school year, otherwise, the time will be paid out by the last pay date in October. Banked time may be taken as time off at a mutually agreed upon time and shall not be unreasonably denied.

**7:08 Overtime and Extra Time Authorization**

No overtime or extra time will be worked without appropriate authorization by Board Officials.

**7:09 Work on Regular Days Off**

Employees who are required to work on their regular days off or on Statutory Holidays will be paid double (2x) their regular hourly rate of pay, except as provided in Article 7:01 (b) (Shifts for Electrical Tradesmen).

**7:10 Call-Outs**

Employees who are called to work from their residence outside their regular working hours shall be considered to have been called out and shall receive a minimum of two (2) hours pay at the overtime rate of double time (2x) pay. This provision does not apply to employees whose regular shift extends into overtime periods.

**7:11 Daily Time Record**

The employee must complete daily an accurate account of time worked.

**7:12 Stand-By Pay**

Employees on stand-by shall receive straight time pay for each twenty-four (24) hour period or portion thereof when they are on stand-by as follows:

- One (1) hour on weekdays
- Two (2) hours on weekends and statutory holidays

In addition, twenty-five dollars (\$25.00) shall be given for stand-by on Statutory Holidays for a twenty-four (24) hour statutory holiday period.

**7:13 Maintenance**

Maintenance employees doing work that is normally done on day shift shall be paid a differential of fifty cents (\$.50) an hour if the major portion of their shift falls between 1700 hours and 2300 hours and sixty cents (\$.60) an hour if the major portion of their shift falls after 2300 hours.

**7:14 Facility Services/Clerical**

Facility Services and clerical staff working the shifts defined in Article 7 (Hours of Work) and Schedule "B" shall be paid a differential of fifty cents (\$.50) per hour for afternoon and split shifts and sixty cents (\$.60) per hour for midnight shift.

## **ARTICLE 8 VACATIONS WITH PAY**

**8:01 Cut Off Date**

July 1<sup>st</sup> shall be the cut-off date for calculating vacation pay.

**8:02 Less Than Twelve (12) Months Service**

Employees with less than twelve (12) calendar months of continuous service as at July 1<sup>st</sup>:

- a) Who will not complete twelve (12) months service by December 31<sup>st</sup> shall receive one (1) day for each full month, or for a portion of a month greater than two (2) weeks worked up to July 1<sup>st</sup>, up to a maximum of ten (10) days.
- b) Who will complete twelve (12) months continuous service by December 31<sup>st</sup> shall receive their full vacation entitlement provided that if employment is terminated for any reason prior to completion of twelve (12) months any unearned vacation pay shall be recovered by the Board.

In computing the normal entitlements, if more than two (2) weeks are worked, the time shall be considered as a full month.

- e.g.:
- 8 months, 10 days worked - 8 days vacation
  - 8 months, 11 days worked - 9 days vacation

**8:03**

**Regular (12 month) Employees**

a) Annual vacations with pay for regular employees shall be as follows:

After 1 year continuous employment -	2 weeks vacation
After 2 years continuous employment -	3 weeks vacation
After 8 years continuous employment-	4 weeks vacation
After 16 years continuous employment-	5 weeks vacation
After 22 years continuous employment-	6 weeks vacation

**b) Supplementary Vacation**

Supplementary vacation is in addition to the basic annual vacation entitlement. Regular employees with more than eight (8) years continuous service with the Board shall be entitled to supplementary vacations. Supplementary vacations shall be taken at a time to be arranged with the employee's Department Head or designate.

It is clearly understood that employees become entitled to this vacation following completion of the required years of service, and that such entitlement shall remain an employee's even if such employee's employment is terminated prior to the end of the period to which the entitlement applies.

Each employee upon commencing their ninth (9<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-sixth (26<sup>th</sup>), or thirty-first (31<sup>st</sup>) year of service in any year shall thereupon become entitled to five (5) days of supplementary vacation, as defined in the preceding paragraph.

**8:04**

**Regular (10 month) Employees**

Regular (10 month) employees shall receive as vacation pay a percentage of gross earnings. Ten month employees who have scheduled time off during school breaks shall receive earned vacation pay as regular pay at Christmas break, Spring Break and on the last pay date in June. The remainder of the accumulated vacation pay is to be paid out on their last pay date in July. Vacation pay is to be calculated as at July 1<sup>st</sup> of each year.

Up to 2 years continuous employment	-	4 %
After 2 years continuous employment	-	6 %
After 8 years continuous employment	-	8 %
After 16 years continuous employment	-	10 %
After 22 years continuous employment	-	12 %

For the purpose of calculating vacation pay entitlement, ten (10) months employment shall constitute one (1) year for employees hired for the school term (ten month employees).



In addition to regular vacation pay, employees shall be entitled to supplementary vacation pay as provided above (Article 8:03 b) Supplementary Vacation) proportionate to their assigned hours of work; to be paid upon request.

**8:05 Statutory Holidays During Vacation Periods**

Such vacation periods shall be exclusive of paid Statutory Holidays to which the employee is entitled under this Agreement.

**8:06 Temporary and Casual Employees**

Temporary and casual employees shall be paid four percent (4%) of gross earnings in lieu of annual vacations, such payment to be included with each regular pay cheque.

**8:07 Vacation Periods - Maintenance Department**

It is agreed that Maintenance employees may take at least two (2) consecutive weeks annual vacation in July and August on the basis of not more than one-third (1/3) of the employees from each trade being absent at any one time. Vacations will be according to a roster prepared by the Manager - Maintenance; seniority will determine first choice of holiday time.

## **ARTICLE 9 STATUTORY HOLIDAYS**

**9:01** All regular employees covered by this Agreement shall receive twelve (12) Statutory Holidays with pay, in proportion to their time worked, as follows:

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

and any other Statutory Holiday as may be proclaimed by either the Federal or Provincial Government.

Provided that:

- a) They had worked their last regularly scheduled shift before the holiday and return to work on the next regularly scheduled shift after the holiday; and
- b) Both these scheduled shifts fall within fifteen (15) days of the holiday.

Except that in the case of Canada Day, ten (10) month employees who complete their regularly scheduled shift within fifteen (15) days prior to July 1<sup>st</sup>, shall be entitled to holiday pay.

Where an employee is on approved leave of absence, the regularly scheduled shift shall be the shift immediately preceding and following the leave. Such employees shall qualify for Statutory Holiday pay if both these days fall within the above stipulations.

**9:02** A regularly scheduled shift shall be the last shift the employee was assigned to before the Statutory Holiday and the first shift the employee is assigned to after the Statutory Holiday so long as both these scheduled shifts fall within fifteen (15) days of the holiday.

**9:03** When any of the above noted Statutory Holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the Employer and the employee. This day shall be treated as a Statutory Holiday.

**9:04** Employees who are required to work on a Statutory Holiday, shall in addition to the established over-time rate of pay as set out in Article 7:09 (Work on Regular Days Off) of this Agreement, receive another day off with pay in lieu of the Statutory Holiday at a time mutually agreed upon between the Employer and the employee.

**9:05** Casuals will be paid at 4.8% of their hourly wage to compensate them for Statutory Holidays.

## **ARTICLE 10**

### **EMPLOYEE BENEFITS**

**10:01**      **General**

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and have placed their dental, extended health, and group life insurance benefits with the PEBT.

Participation in the Benefits Trust will be in accordance with the Industrial Inquiry Commission Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000, which specify the basis upon which school districts participate in the Trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.

The Parties have further agreed to participate in a government-funded long-term disability plan and early return to work program provided through the PEBT in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

**10:02 Medical Services Plan of B.C.**

All regular and temporary employees engaged to fill positions shall be entitled to participate in the Medical Services Plan of B.C. (Group Medical Plan).

The Board shall pay one hundred percent (100%) of premium cost.

**10:03 Extended Health Plan**

The Board shall provide an Extended Health Plan.

The Extended Health Plan shall provide hearing aid coverage of five hundred dollars (\$500.00) once every five (5) years for all participants in the plan. The Extended Health Plan shall provide Vision Care coverage of two hundred and fifty dollars (\$250.00) every two (2) years.

The Board shall pay one hundred percent (100%) of premium cost.

**10:04 Life Insurance**

The Board shall institute and maintain life insurance coverage equal to two times (2x) the annual earnings of the employee to the nearest one thousand dollars (\$1000.00). This insurance coverage shall be mandatory for all regular employees engaged to fill regular positions.

For the purposes of determining group coverage, wages received on October 1<sup>st</sup> shall be used to determine annualized income.

The Board shall pay one hundred percent (100%) of premium cost.

**10:05 Dental Plan**

The Board shall institute a Dental Plan.

Payment by the Plan is to be one hundred percent (100%) of Plan A, sixty percent (60%) of Plan B, fifty percent (50%) of Plan C. The Dental Plan "C" benefit shall be two thousand dollars (\$2,000.00) per insured member.

The Board shall pay one hundred percent (100%) of premium cost.

**10:06 Eligibility for Benefits**

**a) Regular Employees**

Regular employees working half (1/2) time or more as per their category:

After 1 month:	Medical, Extended Health
After 6 months:	Dental, Life, Municipal Pension Plan

Regular employees working less than half (1/2) time as per their category:

After 1 month: Medical, Extended Health  
After 6 months: Dental, Life (at no cost to the Board)

**b) Temporary Employees**

Temporary employees working half time or more as per their category:

After 1 month: Medical, Extended Health  
After 6 months: Dental, Life (provided on an appointment of more than six (6) months)

Temporary employees working less than half (1/2) time as per their category:

After 1 month: Medical, Extended Health

**10:07 Municipal Pension Plan**

All employees shall be covered in accordance with the eligibility requirements of the Public Sector Pension Plans Act.

**10:08 Illness in Family**

Regular employees may be granted up to five (5) days of their vacation entitlement if their presence is required during illness in the immediate family (spouse [any two people in a marriage-like relationship], children or other completely dependent relative(s) living in the employee's household).

**10:09 Compassionate/Bereavement Leave**

a) In the event that an employee suffers bereavement or serious illness in their immediate family, in which recovery is in doubt, they shall be granted a leave of absence by the Board for up to a total of five (5) working days, for such immediate family member, and shall suffer no loss of salary or accrued sick leave by reason of such absence. Where leave is granted for serious illness and if death occurs within five (5) days, the bereavement leave shall be deemed to have begun on the day of death. For the purpose of this Article, immediate family is defined as spouse (any two (2) people in a marriage-like relationship), child, son or daughter-in-law, parent, sibling, parent of spouse, grandparent, grandchild, ward or any other dependent relative living in the same household. For the purposes of this Article, the definition of immediate family also includes step-parent, -sibling, -parent of spouse, and –grandchild.

- b) Upon application, a leave of five (5) days in excess of the five (5) days approved in (a) above may be granted with or without pay.
- c) Upon application, leave may be granted with pay or without pay to attend the funeral of a friend or relative who is not a member of the immediate family.
- d) Approval of leave under this Article shall not be unreasonably denied.

**10:10 Bereavement/Extenuating Circumstances**

For regular employees, under extenuating circumstances, the Board may also grant additional leave of absence with pay at the written request of the employee.

**10:11 Maternity Leave**

Upon written request, Maternity Leave (leave of absence without pay and without loss of seniority) shall be granted for up to seventeen (17) weeks.

The employee returning to work after Maternity Leave shall provide the Employer with at least four (4) weeks of notice. On return from Maternity Leave, the employee will be placed in a position consistent with the seniority provisions of this Agreement.

The Board shall pay full premiums for the Medical Plan, Extended Health Plan, Life Insurance Plan and Dental Plan for employees on Maternity Leave, for the period as provided by the Employment Standards Act. All presently held benefits must be maintained.

**10:12 Adoption Leave**

Where a regular employee adopts a child, that employee is entitled to and shall be granted a leave of absence without pay from employment for up to sixty-one (61) weeks. The length of the leave desired shall be stated upon application for leave. Application for such leave must be submitted fourteen (14) calendar days prior to the effective date of leave. Such period may be reduced by mutual agreement. All benefits, seniority and return provisions provided for in Article 10:11 (Maternity Leave) shall apply to Adoption Leave. Employees returning to work following Adoption Leave shall provide the Employer with at least four (4) weeks of notice prior to returning.

**10:13 Parental Leave**

Upon request, an employee shall be granted up to sixty-one (61) weeks of parental leave to take care of a newborn or adopted child. This leave may be granted to either the mother or the father of the child but will not be granted to both parents if both are employed by the District. The combination of Maternity Leave and Parental Leave must not exceed seventy-eight (78)

weeks. Employees returning to work following Parental Leave shall provide the Employer with at least four (4) weeks of notice prior to returning.

During the Parental Leave the employee must retain benefit coverage.

**10:14 Paternity Leave**

Upon written request, regular employees may be granted leave of absence of one (1) day without loss of pay for paternity and adoption purposes. In addition, regular employees may also be granted up to five (5) days of their vacation entitlement if their presence is required for this purpose.

**10:15 General Leave of Absence**

Upon the request of an employee the Board may grant a leave of absence without pay for up to one (1) year without loss of seniority. Such a request will not be unreasonably denied. If the request is denied the Board will provide the employee with the reasons in writing, with a copy to the Union.

An employee granted a leave of absence for a period of one (1) month or less will be maintained on all benefits and is entitled to all vacation and sick leave credits.

An employee granted a leave of absence for a period longer than one (1) month will be maintained on all benefits. The employee will pay the total costs of the premiums in advance in monthly installments. The employee will not be entitled to vacation and sick leave credits during the period of the leave.

Employees returning from leave must provide at least four (4) weeks of notice prior to their scheduled return to work date indicating their intention to return to work.

The total period of leave granted to an individual at any one time shall not exceed one (1) calendar year. Upon application, and providing at least four (4) weeks of notice, a further leave of up to twelve (12) months may be granted. Seniority will not accumulate beyond twelve (12) months.

An employee returning to work, after a leave of absence, within twelve (12) months, will be returned to their former position. An employee returning to work after a leave of absence where the leave was extended past twelve (12) months may be returned to the employee's former position or in an equivalent position within the same classification.

**10:16 Sick Leave**

- a) Sick leave with pay shall be granted to all regular and probationary employees on the basis of one and one-half (1 1/2) days per month worked, cumulative to one hundred and eighty (180) working days.

- b)** For purposes of the interpretation of this Article (10:16 a), the definition of a “month worked” for regular and probationary employees is inclusive of the following:
- (i) Employees who work for a minimum of ten (10) days in a month.
  - (ii) Employees receiving Workers’ Compensation Board remuneration.
  - (iii) Employees on Maternity, Parental or Adoption Leave.
  - (iv) Employees on Vacation or banked overtime.
  - (v) Employees on Compassionate/Bereavement Leave.
  - (vi) Employees on Jury Duty.
  - (vii) Employees on Union Leave – Short and Long term.

This definition of a month worked is with reference only to article 10:16.

- c)** Each regular employee's annual sick leave entitlement shall accrue in accordance with Article 10:16 a) and b) and be allotted bi-weekly at the end of each pay period.
- d)** Upon the death of an employee, any accumulated sick leave will be paid to the employee’s estate in accordance with this Article.
- e)** Regular employees working less than full time shall receive sick leave benefits in the same proportion that their regular hours are to a regular work day or work week.
- f)** The Board reserves the right to request and receive a doctor’s note or medical certificate from any employee claiming sick leave benefits (including WorkSafe BC benefits).

Where the Employer requests a medical certificate, other than for pre-employment and for the substantiation of sick leave, the Employer will pay the cost.

- g)** A regular employee who, while on annual vacation, becomes confined due to illness or accident, shall be entitled to claim available sick leave benefits for the days of confinement upon conclusive proof of such confinement. These days may be taken off at a future time approved by the Board.
- h)** A probationary employee may use sick leave credits during the probation period. If an employee fails to complete the probationary

period any payment for such sick leave used during the first three (3) months of probation will be deducted from the employee's final pay.

- i) Notwithstanding the foregoing section, the Board may at its own discretion grant further periods of sick leave in special circumstances.
- j) Temporary employees shall be granted sick leave on the basis of one and one-half (1 1/2) days per month to a maximum of one hundred and eighty (180) days commencing upon the completion of six (6) months service. No time shall be granted retroactively.

Following the completion of a temporary assignment, the employee's sick bank will be frozen. The employee, upon posting into a subsequent temporary or continuing position, will have immediate access to their accumulated sick bank.

- k) Sick leave for part time employees shall be prorated.

**10:17 Sick Leave and Vacation Credits While on Leave of Absence**

Regular employees will be entitled to sick leave and/or sick leave without pay to a maximum of twenty-four (24) months. Approved sick leave without pay shall be granted in renewable increments of up to six (6) months.

Temporary employees who have exhausted sick leave credits will be entitled to sick leave without pay for a period not to exceed the term of the temporary appointment.

Employees on sick leave without pay will have the option of continuing their present benefit package at no cost to the Board. Benefits are to be paid in advance and to coincide with extensions to the approved leave.

Where an employee is on sick leave without pay, the employee will be entitled to accumulate vacation credits to a maximum of five (5) working days.

**10:18 Sick Leave Pay-out**

As part of the sick leave provision, employees participating in the Municipal Pension Plan will be entitled to a portion of their unused sick leave, upon termination, other than dismissal for cause, on the following basis:

- From 36 to 48 months of service – one month's pay
- After 48 to 60 months of service – one and one half month's pay
- After 60 to 144 months of service – two month's pay
- After 144 or more months of service – three month's pay

One month's pay means the normal monthly rate earned by an employee.



**10:19 Workers' Compensation**

- a) The Board agrees to make up the difference in pay to employees on Workers' Compensation from the employee's accumulated sick leave days in return for the receipt of the Workers' Compensation Board cheque.
- b) An employee who is injured on the job and is required to leave for treatment, or is sent home as a result of such injury, shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.
- c) Employees on Workers' Compensation shall have their employee benefits as per Article 10:02 (Medical Services Plan), 10:03 (Extended Health Plan), 10:04 (Life Insurance), 10:05 (Dental Plan) and 10:07 (Municipal Pension Plan) continued up to a maximum of eighteen (18) months.

**10:20 Suitable Employment**

The Board will make reasonable efforts to find suitable employment for employees who through disability or incapacity cannot perform the normal duties of their present position. Placement in alternate employment shall be determined jointly by the parties.

**10:21 Subrogation**

Where an employee is paid their wages by the Board while absent from employment by reason of a disability other than one for which the employee would be entitled to receive Workers' Compensation pension and/or benefits, or military pension and/or benefits, and the employee subsequently recovers by way of court action or settlement of an insurance claim, such wages or any part thereof, then the employee shall pay the amount so recovered (to a maximum of the value of the wages less legal costs), to the Board. Upon the Board receiving such an amount it shall credit the employee with the number of days of sick leave proportionate to the amount of money so recovered. It is understood that the amount paid to the Board shall be divided by the daily value of the sick leave when used and the result shall be the number of days credited to an employee's sick leave bank.

**10:22 Board Liability/Employee Responsibility**

The Board recognizes its liability to its employees for any undue failure or neglect on its part to implement any benefit plan or to place a new employee on an existing plan, agreed upon in writing between the Board and the Union. It is the responsibility of each employee to complete and return to the Board the appropriate documentation in order to receive coverage.

**10:23            Employment Insurance**

Provided the Employment Insurance Commission continues to approve a reduction in the Board's EI premium, the Board agrees to remit the appropriate share of the premium reduction in accordance with the Employment Insurance Regulations to the Union for the benefit of employees.

**ARTICLE 11**  
**SENIORITY-TRANSFERS-DEMOTIONS-PROMOTIONS**

**11:01            Seniority**

- a) Regular employees shall be credited with seniority upon completion of the probationary period. Seniority shall be retroactive to the current date of hire to a maximum of thirty-six (36) months (including all regular, temporary or casual employment).
  
- b) Regular employees shall accumulate seniority for all time worked for the Board. Seniority shall also accumulate for regular employees who are:
  - (i) in receipt of Workers' Compensation benefits or sick leave paid by the Board.
  - (ii) on maternity or parental leave.
  - (iii) on approved leaves of absence without pay for a period not exceeding one (1) year.
  - (iv) absent while serving in the Canadian Armed Forces during a declared national emergency.
  - (v) on approved leave of absence for up to three (3) years for service as an elected Federal, Provincial, Municipal, or School Board official.
  - (vi) on Union leave.
  
- c) Seniority will be frozen to an employee's credit, but will not further accumulate:
  - (i) for a period of eighteen (18) months where an employee who has completed the probationary period is laid off.
  - (ii) for any period of approved leave of absence without pay in excess of Article 11:01 (b) above.
  
- d) An employee shall lose seniority:
  - (i) upon voluntarily leaving the service of the Board;

- (ii) if discharged for proper cause and not reinstated;
- (iii) if continuously laid off for a period equal to the employee's maximum allowable recall period in accordance with Articles 12:04 f) and 13:01 g) – seniority will be converted to service credits, if applicable and in accordance with Article 12:08; and,
- (iv) upon accepting severance pay.

**11:02 Service Credit**

- a)** Casual and temporary employees shall earn one (1) service credit for each hour worked, rounded to the nearest hour. An employee who has posted into a temporary position and who is in receipt of Workers' Compensation Board wage loss benefits or on paid sick leave shall continue to earn service credits. In any event, while in receipt of Workers' Compensation Board wage loss benefits or on paid sick leave, an employee cannot gain regular status under Article 5:02 (b).
- b)** Service credits shall be recognized once an employee has earned five hundred (500) service credits. Employees with unrecognized service credits are subject to Article 11:02 (e).
- c)** Service credits shall be solely for the purposes of applying for posted positions, calculating seniority and shift assignment for available work not requiring posting.
- d)** For the purpose of filling temporary or regular positions, an employee who has recognized service credits and who applies for such a position shall be considered for a temporary or a regular position after regular employees and prior to outside applicants.
- e)** Service credits will be frozen to an employee's credit if they do not work, and will not further accumulate, subject to 11:02 a):
  - (i) for a period of six (6) months for Supervision Assistants and Cross Walk Guards with ninety (90) to two hundred and ninety nine (299) service credits and all other employees with five hundred and forty (540) to one thousand seven hundred and ninety-four (1,794) service credits;
  - (ii) for a period of twelve (12) months for Supervision Assistants and Cross Walk Guards with three hundred (300) or more service credits and all other employees with eighteen hundred (1,800) or more service credits; and,

- (iii) for any period of approved leave of absence without pay in excess of one (1) year.
- f) An employee will lose all service credits:
- (i) upon voluntarily leaving the service of the Board.
  - (ii) if discharged for cause and not reinstated.
  - (iii) if there is a break in their employment with the Board in excess of Article 11:02 (e) (i) or (ii).
  - (iv) upon accepting severance pay.

**11:03 Criteria for Making Promotions, Demotions, and Transfers**

- a) In making promotions, demotions, and transfers the required knowledge, abilities and skills for the position as outlined in the class specification shall be the primary consideration and, where two (2) or more employees are qualified to fulfil the duties of the position, seniority or recognized service credits shall be the determining factor. In all instances present qualified employees shall be given preference.
- b) Applicants shall be considered for posted positions in the following order:
- (i) employees with seniority, and if no applicant in this category is qualified as per Article 11:03 then,
  - (ii) employees with recognized service credits, and if no applicant in this category is qualified as per Article 11:03 then,
  - (iii) employees without recognized service credits and outside applicants may be considered.

**c) Temporary Assignments**

Notwithstanding any other language in the Collective Agreement, the following defines the conditions under which an employee can post into a temporary assignment.

- (i) In the event that a temporary vacancy needs to be posted (position #1), it shall be posted in the normal manner.
- (ii) Should an eligible regular employee be the successful applicant for position #1, that employee's job (position #2) shall be posted temporarily. Should an eligible regular employee be the successful applicant for position #2, that

employee's job (position #3) shall be posted temporarily and open to casual employees only.

- (iii) All employees in temporary positions will be required to complete their temporary position as originally posted before being eligible for an appointment to a subsequent temporary position. All employees may apply, during the term of the temporary position, for a continuing position. When the temporary position ends, the replacement employee will return to their former position (i.e. return to their continuing position or to the casual list).
- (iv) Subject to the provisions in Article 11:03 c) (iii) above, a regular employee will be eligible for a temporary assignment provided that (one of the following):
  - (a) The pay (calculated as the hourly rate multiplied by the total hours in the posted period) is greater than the regular employee's current pay (calculated as their hourly rate multiplied by their total hours during the same period).
  - (b) The shift of the temporary position is different from the employee's current shift as defined in Schedule B.
- (v) An employee with service credits who is in an assignment which terminates prior to the posted date shall be given two (2) weeks notice or payment in lieu of notice if another assignment is not offered to the employee. Such notice will be reduced to forty-eight (48) hours or payment of wages for two (2) shifts in lieu of notice when the assignment is replacing an employee on sick leave or Workers' Compensation.

**d) Casual Assignments**

- (i) The service credits list will be published effective September 1<sup>st</sup>, January 1<sup>st</sup>, and May 1<sup>st</sup> for the purpose of making shift assignments.

Should the Employer determine that the casual call-out system is able to be updated with service credit information as at the conclusion of each pay date, casual assignments will be made on that basis rather than on the service credit amounts calculated as at September 1<sup>st</sup>, January 1<sup>st</sup>, and May 1<sup>st</sup>.

- (ii) Recognized service credits will be used as the basis for filling shift assignments. The available qualified, casual, employee with the most service credits, as per the service credit list, will be given the assignment.
- (iii) Shift assignments will be made to minimize the requirement for overtime.
- (iv) Once an employee's assignment is completed the employee shall be returned to the casual list.

**11:04 Termination During the Probationary Period**

- a) Employees in their probationary period may be terminated at any time during the probationary period on one (1) weeks' notice. It is understood that such termination may be grieved.
- b) The degree of cause required for termination is not the same as that required for a regular employee.

**11:05 Trial Period (see Article 5:15)**

- a) In the event an employee returns to their former position or classification during the trial period there will be no loss of seniority.
- b) An employee who wishes to return to their former position may do so provided that prior to or inclusive of the thirtieth (30<sup>th</sup>) calendar day the Board is advised in writing of this decision.

If the employee notifies the Board in writing after the thirtieth (30<sup>th</sup>) calendar day but prior to the completion of the trial period the employee shall be returned to:

- (i) a vacant position in the former classification, or
- (ii) the junior position in the former classification.
- c) In the event an employee proves unsatisfactory in the new position during the aforementioned trial period, the employee shall be returned to their former classification but not necessarily in the same location.

**11:06 Vacant and/or New Positions**

- a) All postings shall contain the following information: nature and scope of position, qualifications, hours of work, location of work, program, and rate of pay.
- b) Where vacancies exist, or new positions are created, notice thereof shall be posted for a minimum of seven (7) days electronically on the

District website or another electronic medium which is available to all employees. A copy shall be sent to the Union within seven (7) days.

- c) Current employee(s) assigned to an existing vacancy, or a new position, will be transferred as soon as possible. However, the new rate will be paid on the effective date of the reassignment or the fifth (5th) working day after selection is made, whichever is earlier, but in no event prior to the effective date of the reassignment.
- d) If the Board does not intend to fill a vacancy within forty (40) working days, the Union will be notified within seven (7) days.
- e) Whenever possible, the Board shall fill all vacancies within fifteen (15) days of the end of the posting period.
- f) Subject to 12:01 b) when a position has an increase in hours of more than five (5) hours per week in a school year, when a position has an increase in hours which makes it full-time, or when a position is increased from a ten (10) month to a twelve (12) month position, the position shall be posted.

The previous sentence shall not apply where such increase constitutes a restoration of a reduction to that position accepted by the employee within the prior eighteen (18) month period.

- g) If casual work or a temporary vacancy exceeds forty (40) working days it shall be posted as a temporary position.
- h) The Union is to be advised in writing of the name(s) of the successful applicant(s) within seven (7) calendar days following their appointment.

**11:07 Seniority List**

The Employer shall prepare a Seniority List for all employees with a seniority date as of February 1<sup>st</sup> each year. The seniority list shall be provided to the Union and a copy posted electronically (e.g. on Board's email system, website, or other electronic medium accessible by all employees).

**11:08 Education Assistants - Posting and Bumping**

The parties agree that the nature of the work undertaken by Education Assistants may require flexibility in regard to the posting and bumping provisions of the Collective Agreement. Such flexibility is not in any way intended to limit the rights of the employee, but in recognizing the potential for disruption during the school year, may justify postponing the exercising of these rights.

- a)** Where there is a necessity for specific requirements based on the needs of the individual student (eg. gender specific) such requirements may be considered legitimate qualifications in the posting and selection process for that position.
- b)** If during the school year it is required that additional time in excess of one (1) hour per day be granted to a part-time employee, such hours may be granted on a temporary basis without posting. If these hours are to continue beyond the current school year, the position will be posted prior to the start of the next school year.
- c)** Where there is a reduction or elimination of a Education Assistant's hours during the school year the Employer may, with the employee's consent, transfer the employee to a new location with the same number of hours, for the balance of the school year or assign the employee on a relief basis for the balance of the school year with a guarantee of the same number of hours.
- d)** In the event the employee is not able to obtain a satisfactory position prior to the start of the next school year, bumping rights may be implemented at that time.
- e)** The parties recognize that circumstances may arise where a student receiving one-on-one assistance transfers to another location, or circumstances may require the transfer of a special needs program to a new location. The employee assigned to that student or program may remain in the present location if there is a vacancy, otherwise they would move with the student or program to the new location. Should there be circumstances that make it inappropriate for the employee to move to the new location or there is no vacancy in the present location, Article 11:08 c) will apply.
- f)** The Employer will consult with the Union prior to making any adjustments as described above.
- g)** Should there be any disagreement on the application of Article 11:08, the parties shall seek the assistance of the Mediation Division of the Labour Relations Board. In the event that the parties are not able to reach agreement at mediation they shall ask the mediator to issue binding recommendations.



**11:09**

## **Education Assistant Staffing Process**

Education Assistants whose positions are identified for elimination from the next school year's allocation shall not have access to Article 12:03 b) through e) (i.e. bumping rights) until the following process is followed.

1. The least senior education assistant(s) in affected programs (i.e., programs from which positions are being eliminated for the next school year) are identified.
2. Where the least senior education assistant in the program is the least senior education assistant at the location, the education assistant will be issued layoff notice and, if eligible, will exercise bumping rights.
3. Where the least senior education assistant in the affected program is not the least senior at the location, the least senior education assistant at the location will be displaced by the more senior education assistant, providing the position's hours are at least the same as the eliminated position. The displaced education assistant will be issued layoff notice and, if eligible, will exercise bumping rights.
4. Where more than one education assistant is in the affected program and neither are the least senior education assistants at the location, and if the least senior education assistants are in different programs, the affected education assistants will, in order of seniority, select a position/program, providing the hours are at least the same as the eliminated position. The displaced education assistants will be issued layoff notice and, if eligible, will exercise bumping rights.
5. Where there are no positions at the affected education assistant's location with at least the same number of hours, the education assistant may choose to displace the least senior education assistant at the location, otherwise, the education assistant will be issued layoff notice and will exercise bumping rights.
6. An education assistant whose position is eliminated shall have recall rights to the eliminated position.

## **ARTICLE 12**

### **LAY-OFF AND RECALL**

#### **12:01 Definition of Lay-Off**

- a)** A lay-off shall be defined as an Employer initiated reduction in the number of employees in the work force or a reduction in the regular hours of work as defined in this Agreement. (See Article 12:03 f).
- b)** Changes in school based hours of work as a result of changing enrolment shall not be defined as a layoff in regards to Office Support – Elementary. The assignment of such hours shall be based on the official Ministry student enrolment figure and shall be adjusted once each school year.
- c)** Any twelve (12) month position reduced to a ten (10) month position is considered a lay-off.
- d)** A temporary employee or a casual employee who finishes their temporary or casual assignment shall not be deemed to be laid off.
- e)** Any change in division of hours or sites to a custodial position that had, as part of its initial posting, hours divided between two or more sites shall not be considered a layoff providing:
  - (i)** there is no net reduction in hours to the position;
  - (ii)** there is no change in shift; and,
  - (iii)** the new sites remain in the same zone as the previous assignment (i.e., Ladner, Tsawwassen, North Delta).

The parties agree that this exception to the layoff language will apply, in any one year, only to:

  - (i)** the 20 most junior divided site custodians; and,
  - (ii)** any divided-site custodians not included in (i) directly above should they agree to the change.
- f)** The Board shall provide as much notice as possible of any planned layoff(s) to afford the union the opportunity to respond to the proposed layoffs.

## **12:02 Notice of Lay-Off**

In the event of a lay-off of a regular employee, written notice shall be given as follows:

- after three (3) months of service, five (5) working days;
- more than one (1) year of service, ten (10) working days;
- more than three (3) years of service, fifteen (15) working days;
- four (4) years of service, twenty (20) working days;
- five (5) years of service, twenty-five (25) working days;
- six (6) years of service, thirty (30) working days;
- seven (7) years of service, thirty-five (35) working days;
- eight (8) or more years of service, forty (40) working days.

The above does not apply to emergencies, such as fire, storm, earthquake or similar disruptions requiring curtailment of operations.

## **12:03 Lay-Off Procedure**

- a) Both parties recognize that job security shall increase in proportion to length of seniority as defined in this Agreement but that the Employer has the right and responsibility to select positions that are to be subject to layoff.
- b) The Employer shall notify incumbents when positions are subject to lay-off. Thereafter employees may exercise their right to bump on a seniority basis. The laid-off employee may bump any employee in an equal or lesser classification or pay grade, with less seniority provided the employee exercising the right is qualified pursuant to Article 11:03. With regard to clerical, custodial, and maintenance, “any employee” refers to the junior employee whose position has the same classification, location, shift, and hours as the bump choice. These options must be exercised within seven (7) days of receiving notice. An employee who has been bumped shall be deemed to have been given layoff notice and shall follow the above bumping procedure.
- c) An employee who has previously worked in a higher classification may bump into that previously held classification provided the employee is qualified subject to Article 11:03.
- d) If there are no position(s) to which the employee can bump, such employee shall be laid-off.
- e) It is not the intent of these lay-off and recall procedures that regular ten (10) month employees are allowed to bump other employees during normal school closures.

- f) When an employee's hours are reduced, or their position is changed from twelve (12) to ten (10) months, they will have up to seven (7) days following notification of the reduction in hours to accept the reduction. The reduction constitutes a layoff and, if accepted, the employee's reduced position is not available for bumping if part of a current layoff and bumping process.

If the employee chooses not to accept the reduction of hours, or change in the position from twelve (12) to ten (10) months, notice of lay-off will deemed to have been given at the time the employee was notified of the reduction of hours and the employee, if eligible, must exercise bumping rights. This process may run concurrently with Article 12:03 b).

Hours/months restored to a position within eighteen (18) months shall be assigned to the employee who accepted the reduction.

#### **12:04**

#### **Recall**

- a) Employees shall be recalled in the order of their seniority but subject to Article 11:03.
- b) Each employee must ensure that the Human Resources Department is provided with a telephone number and mailing address where they can be reached.
- c) The Employer will contact the employee to be recalled by telephone or by a couriered letter to the mailing address provided. The employee shall then have three (3) working days in which to contact the Human Resources Department to arrange a return to work. The employee shall have five (5) working days after contacting the Human Resources Department to return to work. Exceptions can be made where an employee is unable to report to work due to circumstances beyond their control.
- d) Failure by the employee to meet Article 12:04 (c) will be considered a rejection of the employment offer.
- e) If an employee on the recall list rejects recall three (3) times, they shall be deemed to have voluntarily terminated their services.
- f) Under no circumstances shall the rights to recall exceed the total length of seniority.
- g) Employees retain the right to refuse work without affecting their seniority if the work is not in their classification or pay grade.

**12:05 No New Employees**

In the event of lay-off not exceeding the period of eighteen (18) months, the Board agrees that it will offer employment to employees affected by such lay-off prior to engaging any new employee for similar work, pursuant to Article 11.

**12:06 Grievance on Lay-Off and Recall**

Grievances concerning lay-offs and recalls shall be subject to the grievance procedure commencing at Article 23:01 (Grievance Procedure) Step 2.

**12:07 Benefits Upon Lay-Off**

- a) Employees who qualified for benefits before lay-off and are subsequently recalled, shall receive all previous benefits effective the first day of the month following recall.
- b) In the event of a lay-off employees shall be entitled to remain on the following benefits: Medical Services Plan and extended health & dental. An employee who chooses to maintain benefits shall do so at their expense, for the length of their recall period to a maximum of eighteen (18) months from the date of layoff.
- c) All service-related benefits (e.g. vacation, sick leave, etc.) shall be pro-rated during the period of lay-off.

**12:08 Seniority/Service Credits upon Lay-off and End of Right to Recall**

- a) Education Assistants, clerical staff, and custodians who are laid off and who do not secure a continuing position through the bumping or posting process, have the option of being placed on the casual call-out list with their seniority date intact. This means that they will be called out in order of seniority date for casual work and before casual employees with service credits. At the end of the recall period (i.e., the period of time, based on service seniority, they are entitled to be recalled to their former position) seniority will be converted to service credits and they will have the option of continuing as casual employees. All relevant articles of the Collective Agreement apply to their employment as casuals. Being called to work as a casual employee does not constitute recall.
- b) These laid-off employees will retain their status as employees on recall for the duration of their calculated recall period and will have access to all relevant articles in the Collective Agreement (e.g., retain seniority for the purpose of postings, and the option to pay for benefits for up to a year). At the expiry of their recall period employees lose their seniority date and their status as regular employees will terminate.

- c) Employees who choose severance pay will give up their right to recall and do not have a right to be subsequently placed on the casual list. Employees who opt to be placed on the casual list and then choose severance pay do not have a right to return to the casual list.
- d) The Principles for calculating service credits upon the end of the recall period are:
  - (i) seniority is converted into service credits at the end of the recall period;
  - (ii) employees earn service credits when they are on the casual list and when they work; and,
  - (iii) seniority is earned as a full-time employee regardless of actual FTE while in a continuing position (i.e., seniority dates are not adjusted - move forward – for part-time employees); conversion to service credits of time worked as a regular employee will also be based on full-time equivalent.

e) **Converting seniority to service credits:**

Service credits upon the end of the recall period equal service credits used to calculate seniority date plus service as a regular employee plus service credits from lay-off to end of recall period.

- (i) Service credits used to calculate seniority which are service credits earned from the date of hire to a maximum of thirty-six (36) months (this includes all regular, temporary, and casual employment). This calculation also applies to employees whose recall period ends and subsequently obtains a continuing position.
- (ii) Service as a regular employee is the years, months, and days worked from the date of regular appointment to the date of lay-off converted into hours (i.e., service credits) for each employee group. For the purpose of calculating service credits upon lay-off, the following shall apply.

Custodians:

1 year = 2,080 hours; 1 month = 173 hours; 1 day = 8 hours

Education Assistants:

1 year = 1,560 hours; 1 month = 129 hours; 1 day = 6 hours

Clerical staff:

1 year = 1,820 hours; 1 month = 151 hours; 1 day = 7 hours

## **ARTICLE 13**

### **SEVERANCE PAY**

- 13:01**
- a)** Any regular employee who is laid-off with one (1) year of service or less shall receive no severance pay.
  - b)** An employee with more than one (1) year's seniority who was a regular employee but who has been reduced to a temporary or casual employee shall receive severance pay if laid-off under the terms of the lay-off and severance pay articles unless the employee voluntarily selected the temporary or casual position.
  - c)** A regular employee who is laid-off with more than one (1) year of service but less than two (2) years of service shall receive as severance pay point eight percent (.8%) of annual salary.
  - d)** A regular employee with two (2) years to five (5) years' service shall receive one point six percent (1.6%) of annual salary for each year of service if laid-off.
  - e)** A regular employee with an excess of five (5) years' service shall receive three point two percent (3.2%) of annual salary for each year of service up to a maximum of six (6) months annual salary if laid-off.
  - f)** Salary on which severance pay is calculated shall be based on the employee's salary at the time of their lay-off.
  - g)** The employee may elect to receive severance pay at any time during the first sixty (60) days following lay-off. An employee whose employment is terminated as a result of lay-off may, instead of receiving severance pay, elect to have their name placed on a recall list for a period of up to eighteen (18) months.
  - h)** An employee who has received severance pay and who is subsequently rehired by the Board shall retain any payment made but the calculation for future years of service shall commence with the date of re-hiring.
  - i)** An employee who accepts severance pay shall have no further right to re-employment or recall of employment.
  - j)** An employee who chooses not to exercise their bumping rights, where such bumping rights are available, shall be deemed to have voluntarily terminated their employment and shall not be entitled to be placed on a recall list or to receive severance pay.
  - k)** It is not the intent of the above clauses that regular ten month employees will be entitled to receive severance pay as a result of normal school closures.

## **ARTICLE 14**

### **SENIORITY/BENEFITS FOR EXCLUDED EMPLOYEES**

- 14:01** Excluded staff leaving their excluded position may be assigned to a vacant position for which they qualify and for which no qualified member of the Union has applied. Upon permanent reassignment to a position within the Union's jurisdiction the conditions of Union membership will apply.
- 14:02** Employees who may return to the bargaining unit, or those who were originally excluded and then obtain a position within the jurisdiction of the bargaining unit, shall have their total years of service with the Board applied only to benefits and/or vacation which are determined by length of service.
- 14:03** Only the employee's service within the bargaining unit (subsequent to excluded staff service) will be considered as seniority except for those employees who leave the bargaining unit and return to the bargaining unit before completion of the excluded probation period or six (6) months whichever is less.

## **ARTICLE 15**

### **GENERAL**

- 15:01**      **Work Assignments Resulting From Strikes**
- The Board agrees that it shall not request, require or direct employees to perform work resulting from strikes that would normally have been carried out by those on strike.
- 15:02**      **Employment Insurance Coverage**
- The Employer agrees that all employees will be covered by Employment Insurance and will contribute its share in accordance with the provisions of the Act.
- 15:03**      **On-the-Job Tools**
- The Board will provide any on-the-job tools costing in excess of ten dollars (\$10.00) per tool. The Board agrees to provide employees with any metric tools required for the performance of their duties, as replacement for tools that the employee now owns.



**Leave of Absence for Political/Union Activities****a) Political Activity**

- (i) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall grant up to four (4) weeks leave of absence without pay and without loss of seniority, in order to campaign as a candidate in federal, provincial or municipal elections. All benefit plans shall continue in force during this period, and it shall be the responsibility of the individual to make arrangements for the payment of their share of the premium costs.
- (ii) Employees who are elected to office shall receive leave of absence for up to three (3) years, without pay, to be renewed annually upon application by the individual.

**b) Union Leave of Absence - Long Term**

An 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 loss of seniority, for a period of one (1) year. Such leave to be renewable from year to year upon application, during the term of office. Such employee shall receive the pay and benefits as provided in this Agreement, but the Union shall reimburse the Board for all pay and benefits during the period of absence.

**c) Union Leave of Absence - Short Term**

- (i) The Board agrees to release, with pay, up to five (5) designated employees for the purpose of meeting with the School Board relative to negotiating revision of this Agreement. Such employees must give adequate notice their supervisor.
- (ii) The Board agrees to release, with pay, up to four (4) designated employees for the purpose of meeting with the School Board relative to processing grievances. Such employees must give adequate notice to their supervisor.
- (iii) Union members elected to attend prearranged Union meetings, conventions and union sponsored training courses shall be granted leave of absence without pay for that purpose provided that interference with the normal operations of the school system is minimized. The Union shall provide two (2) weeks' notice, when requesting such leave, in writing. Such leave shall not be unduly withheld.

- (iv) Time off without pay shall be granted for an elected or appointed representative of the Union to attend to Union business which requires them to leave their assigned duties. Such time shall be kept to a minimum and shall not unduly interfere with the normal operations of the school system. Arrangements for such leave must be made in advance with the Human Resources Manager or their designate. Such leave shall not be unduly withheld.

Where possible, requests will be made in advance, in writing. Verbal requests will be followed by confirmation in writing with a copy to the supervisor as named by the Board.

**d) Union Leave of Absence With Pay**

The Board will upon request of the Union, reimburse the Union the cost of up to a total of fifteen (15) days per school year in support of leaves of absence for Union sponsored education courses and seminars.

**e) Union Leave - Grievance Investigation**

Designated Union officials shall be allowed time off without pay to investigate serious grievances. The Union Official shall request clearance in advance from their immediate supervisor. Such clearances shall not be withheld unreasonably. Verbal requests will be followed by confirmation in writing with a copy to the supervisor as named by the Board.

**15:05 Class 4 Driving Premium for Education Assistants**

A premium of \$.60 (sixty cents) per hour shall be paid to an employee who is requested by the District to transport students in situations where a Class 4 drivers' license is required in accordance with the Motor Vehicle Act of British Columbia. This premium is applicable to actual driving time while transporting students. Where the total driving time transporting students on any 1 (one) day is less than 1 (one) hour, a minimum premium of 1 (one) hour (\$.60 – sixty cents) will be paid.

**15:06 Bathing Suits for Education Assistants**

EAs who are required to participate in a swimming program on a weekly or more frequent basis for substantially all of the year will receive an allowance of up to \$100.00 per year upon application and submission of the receipt.

## **ARTICLE 16 INDEMNIFICATION**

**16:01** The Employer shall indemnify and save harmless all employees from any damage or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

## **ARTICLE 17 JURY DUTY/WITNESS**

**17:01**      **Jury Duty**

Where a regular employee is required to attend a court during their regular work day for the purpose of jury selection or to serve as a member of a jury they shall be granted the necessary leave and suffer no loss in salary by reason of such absence provided that they direct any payments received for such attendance (except for any monies paid for transportation, food, or parking) to the Board.

**17:02**      **Witness**

Where a regular employee is subpoenaed to act as a witness they shall be granted the necessary leave and suffer no loss in salary by reason of such absence provided that they directs any payments received for such attendance to the Board (except for any monies paid for transportation, food or parking).

**17:03**      **Leaves**

Leaves should be requested in writing as far in advance as possible. Requests should be accompanied by a copy of the Court document.

## **ARTICLE 18 DISCIPLINARY ACTION**

**18:01** The Board agrees that any serious corrective work performance requirements, or any disciplinary action will be made in writing to an employee. The employee shall have the right to have a shop steward in attendance at the time of receiving discipline. Past records used in support of disciplinary action will be based on written documents in the personnel file, of which the employee

and the Union have been provided copies at the time of filing. The employee's personnel file shall contain any written reply by the employee. The Board agrees that letters of direction, adverse reports or records of disciplinary action shall be removed upon written request of the employee if the incident(s) involved occurred more than twenty-four (24) months previously.

## **ARTICLE 19**

### **PROFESSIONAL DEVELOPMENT, COURSES, TRAINING, AND LICENSES**

**19:01 Professional Licenses**

The Board agrees to pay the cost of any professional licences, if the Board requests the employee to obtain such licence relative to the employee's job.

**19:02 Job Related Courses**

The Board will pay fees of appropriate job-related courses approved in advance by the Human Resources Manager, upon successful completion of the course and presentation of receipts.

**19:03 First Aid Courses**

Employees who successfully complete a course as specified by the Workers' Compensation Regulation and are prepared to administer first aid shall be reimbursed for the cost of the course and the required books upon presentation of proof of successful completion and of receipts. Approval must be received in advance from the Human Resources Manager.

**19:04 Professional Development**

The Board and the Union agree on the importance of the professional development of all Support Staff. Effective July 1, 2020 and thereafter, the Board shall establish four (4) separate professional development funds for each employee group to use for professional development-related activities. These activities must adhere to, and comply with District values, goals, policies and procedures.

Provision of funds is as follows:

<b>Clerical</b>	\$4,500
<b>Maintenance</b>	\$3,500
<b>Facility Services</b>	\$3,500
<b>Education Assistants</b>	\$15,000

Funds shall be accessible on July 1<sup>st</sup> each year for the upcoming year and any funds not used by June 30<sup>th</sup> each year will be carried forward to the next year one time only and carried forward funds must be used in the next year along with the regular annual allocation. Any over-expenditures of these funds will not be paid by the Board and are the responsibility of the Union. The Union will submit an annual report to the Board accounting for the disposition of the funds for each employee group on or before July 15<sup>th</sup> each year.

**19:05 Professional Development Days**

Temporary and regular employees who are not required at their worksite on a professional development day, shall be given an opportunity to perform meaningful work. It is understood that this work may be at an alternate site.

**19:06 Required Upgrading**

Employees who are required by the Board to upgrade their skills shall do so as soon as reasonably practical. The cost of such upgrading shall be paid by the Board.

## **ARTICLE 21 VEHICLE ALLOWANCE**

**21:01** Employees required to use their personal vehicles for approved Board business will be reimbursed at the limit of the tax-exempt vehicle per kilometre allowance as enacted by the Government of Canada.

**21:02** The Board will also reimburse the actual amount, not exceeding three hundred dollars (\$300.00), of the employee's auto insurance deductible cost in the event of an accident caused by other than the employee's own gross negligence while using their personal vehicle for Board purposes.

**21:03** The Board shall also reimburse the actual amount of the accident surcharge imposed by the Insurance Corporation of British Columbia in the event of an accident caused by other than the employee's own gross negligence while using their personal vehicle for Board purposes. The reimbursement of the surcharge shall be made upon presentation of said notice to the Board. In cases where a person has left the employment of the Board before the surcharge notice has been received, the person shall have one (1) month after receiving the notice, to submit same to the Board for payment.

**21:04** When an employee is required to use their vehicle for school district business the cost of upgrading insurance from "To and From Work" to Class 002 (Limited Business Insurance) or Class 007 (Business Insurance) will be paid by the Board.

## **ARTICLE 22**

### **UNION BUSINESS**

- 22:01** The Union's staff representative shall have access to School Board premises to attend to Union business, provided they first makes the necessary arrangements with School Board Officials.
- 22:02** The Board agrees to provide a suitably located bulletin board in each school for Union use.
- 22:03** The Union shall provide the Board with a list of its elected officers, job stewards and any other official representative. This list shall be kept current by the Union at all times.

## **ARTICLE 23**

### **GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION**

**23:01**            **Grievance Procedure**

Any difference concerning the dismissal, discipline, or suspension of any employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

**Step 1**

The question or difference shall first be taken up verbally by the employee and the employee's immediate excluded supervisor. Whenever possible this shall be done within five (5) working days of the alleged violation occurring or difference arising. The supervisor shall have five (5) working days to effect a settlement.

**Step 2**

In the event that the alleged difference or violation is not resolved the matter shall then be reduced to writing and shall be filed as a grievance which shall include full particulars (including the Article number where applicable) and the remedy sought.

The grievance shall be sent to the appropriate director or principal with a copy sent to the Human Resources Manager within five (5) working days of the response of the supervisor in Step 1. The Director/Principal, in consultation with the Human Resources Manager, shall have fifteen (15) working days in

which to meet with the parties concerned and to provide the Union with a written response.

### **Step 3**

If a settlement is not reached at Step 2, or at the first step of a policy grievance, then either party may refer the matter to the Joint Grievance Committee. This committee shall consist of one (1) person representing management and one (1) person representing the Union.

The Joint Grievance Committee shall meet within ten (10) days to hear the case in full from the Union and the District's perspective. If the Committee reaches a unanimous decision, then the decision shall be binding on the parties.

If there is not a unanimous decision the committee shall report its failure to reach a decision and either party then may refer the matter to arbitration under Article 23:02, within ten (10) working days of the response of the Joint Grievance Committee.

## **23:02**

### **Arbitration Board**

- a)** An Arbitration Board shall be formed to hear the grievance. Either party shall notify the other in writing of the grievance to be arbitrated and the name and address of its chosen nominee on the Arbitration Board. After receiving such notification, the other party shall within five (5) days appoint its nominee on the Arbitration Board and give notice in writing of such appointment to the other party. Such nominees shall try to select a third member who shall be Chairperson.
- b)** Should the representative fail to select such a third member within five (5) days from the appointment of the last nominee, either party may request the Minister of Labour to appoint a chairperson.
- c)** The expenses and compensation of the nominees shall be borne by the respective parties. The expenses and compensation of the Chairperson shall be shared equally between the parties.
- d)** The Arbitration Board shall hear the matter and report its decision on the grievance within ninety (90) days of the appointment of the Chairperson. The majority decision of the Arbitration Board shall be final and binding on all persons bound by this Agreement. In the event that there is no majority decision, the decision of the Chairperson shall govern.

**23:03 Time Limits**

Wherever a stipulated time is mentioned herein the said time may be extended by mutual consent of the parties. Such consent shall not be unreasonably denied.

**23:04 Technicalities**

A grievance shall not be denied because of technicalities.

**23:05 Policy Grievance**

Any dispute which is beyond the authority of the immediate non-union supervisor or is of a general interpretation shall be filed as the first step of a policy grievance with the Human Resources Manager, whenever possible, within five (5) working days of the alleged violation or difference arising. The Human Resources Manager shall meet with the Union within ten (10) working days to discuss the alleged violation or difference and attempt to resolve the issue. A further five (5) days may be required for further investigations and for written response to the Union.

**23:06 Performance Appraisals**

Excluded staff are responsible for the completion of all performance appraisals. It is understood that an employee who is in a recognized supervisory position may be required to provide input into the development of such performance appraisals.

**ARTICLE 24  
CONTRACTING**

**24:01** The Board will not engage a contractor to do work where the effect of such contracting will result in the lay-off of current employees or failure to recall a laid off employee.

**ARTICLE 25  
TECHNOLOGICAL CHANGE**

**25:01** The Board shall notify the Union no less than three (3) months in advance of the introduction of technological change, which shall include changes in working methods where such technological change will result in layoff or of change in the employment status of the employee.  
The Board and the Union shall meet as soon as possible after notification of technological change has been given, in order to discuss the impact of the



change, including retraining, reallocation of employees and layoff procedure. Where layoff is required, the procedure shall be in accordance with Article 11 (Seniority) and Article 12 (Layoff and Recall).

Every reasonable effort shall be made to retrain those employees who must be reassigned as a result of technological change.

Employees who are laid off as a result of technological change shall be compensated in accordance with Article 12 (Lay-Off and Recall) and Article 13 (Severance Pay) except that those affected shall have the choice of receiving a severance allowance - as provided for in Article 13 (Severance Pay) or being placed on a rehire list. Those choosing to be placed on a rehire list may, at any time, apply for their severance pay, and, in any event, if they are not rehired within one (1) year will receive their pay. Those receiving severance pay shall forfeit their rehire rights.

The Board will try to find suitable employment for any regular employee whose employment has been terminated due to technological change or technical innovation.

## **ARTICLE 26**

### **HEALTH AND SAFETY**

#### **26:01            WorkSafe BC Regulations**

The parties agree to abide by the WorkSafe BC Occupational Health and Safety Regulation.

#### **26:02            Video Display Terminals**

- a)        Where an employee is regularly required to operate a full display visual display terminal in excess of ten (10) hours per week on an on-going basis then the employee is expected to arrange a preliminary eye examination and shall be responsible for arranging annual eye examinations if they so desire if continuing to work under these circumstances.
  
- b)        Any issues related to health and safety matters arising out of the use of video display terminals shall be addressed through a sub-committee of the Health and Safety Committee.

#### **26:03            Occupational First Aid Premium**

Employees who are willing and designated by the Board to perform first aid duties and hold a recognized valid Occupational First Aid Certificate shall be paid a premium based on the class of certificate required as follows:

- a) Occupational First Aid Certificate Level II:
  - (i) Designated Attendant - Eleven hundred and forty-eight dollars and forty-one cents (\$1,148.41) per year. Effective July 1, 2020 and thereafter, twelve hundred and fifty dollars (\$1,250.00) per year.
  - (ii) Designated Relief Attendant – Three hundred dollars (\$300.00) per year. Effective July 1, 2020 and thereafter, three hundred and fifty (\$350.00) per year.
- b) Occupational First Aid Certificate Level I:
  - (i) Designated Attendant – Two hundred and eighty-seven dollars and ten cents (\$287.10) per year. Effective July 1, 2020 and thereafter, three hundred and twenty five (\$325.00) per year.
  - (ii) Designated Relief Attendant – One hundred and twelve dollars and sixty cents (\$112.60) per year. Effective July 1, 2020 and thereafter, one hundred and twenty five (\$125.00) per year.

**26:04 Protective Clothing**

- a) Employees who are required to wear specialized protective clothing, eye and hearing protective devices, foot guards, and other specialized equipment as outlined by the WorkSafe BC Board Regulation, will have such clothing and equipment provided by the Board.
- b) Regular maintenance employees who are required to wear safety footwear shall receive an annual allowance of one hundred and twenty-five dollars (\$125.00), normally to be paid on the last pay date in August for the current calendar year.
- c) Employees in posted temporary maintenance positions shall have their allowance pro-rated based on the actual duration of the temporary assignment.
- d) Regular custodians who are required by the Employer to lift and move heavy equipment and/or furniture, or to work with corrosive floor stripping materials, will be reimbursed for safety footwear to a maximum of one hundred and twenty-five dollars (\$125.00) every four (4) years upon application and submission of receipts to the Employer.

**26:05 Communicable Diseases**

Hepatitis B immunization will be offered once annually. Any employee who feels they are at risk may request immunization and shall receive immunization at the earliest opportunity.

## **ARTICLE 27 HUMAN RIGHTS**

### **27:01 No Discrimination**

- a) The Union and the Board endorse the provisions of the Human Rights Code of British Columbia that address the issues of employment discrimination.
- b) The Board and the Union agree that there will be no discrimination against any employee or prospective employee, by reason of race, colour, creed, disability, national origin, political or religious affiliation, sex, sexual orientation, marital status, age or whether they have dependents or not.

### **27:02 Bullying & Harassment**

The Board and the Union welcome diversity and are committed to ensuring that all staff will be treated in a fair and respectful manner; bullying and harassment are not acceptable or tolerated in the workplace; and, all incidents must be reported and investigated immediately in accordance with established District procedures.

## **ARTICLE 28 APPRENTICESHIP**

**28:01** Apprentices employed by the Board, shall be notified at least one (1) calendar month prior to the completion of their apprenticeship of any positions vacant in the trade to which they have apprenticed. If no positions are available the apprentice shall have the opportunity of accepting another position with the Board at the classified rate of pay for the position, or accept a lay-off. When a position in the trade to which the employee has been apprenticed becomes available, the employee shall have first refusal for the position, provided the employee has not been laid off for a period exceeding twelve (12) calendar months.

**28:02** In no instance shall the employee deprive another regular employee of his job.

**28:03** The Board will pay the regular salary of the apprentice during the period the apprentice is attending prescribed school sessions

**ARTICLE 29**  
**MID-MONTH ADVANCE (SEPTEMBER)**

**29:01**        The parties agree to continue the practice of providing a mid-month advance for ten month employees each September as they return to/start work.

## SCHEDULE “A” WAGES

Classification	Hourly Rate July 1, 2019 (2% WRI)	Hourly Rate July 1, 2020 (2% WRI)	Hourly Rate July 1, 2021 (2% WRI)
Accounting Clerk-School	25.73	26.24	26.76
Accounts Payable/Receivable Clerk	26.74	27.27	27.82
Administrative Assistant - POPARD	26.68	27.21	27.75
Administrative Assistant Programs Division	29.75	30.35	30.96
Administrative Assistant-Adult Learning	26.78	27.32	27.87
Administrative Assistant-Contract Programs	26.41	26.94	27.48
Administrative Assistant-Elementary School	30.30	30.91	31.53
Administrative Assistant-Inclusive Learning	26.02	26.54	27.07
Administrative Assistant-Library & Training Resources	28.04	28.60	29.17
Administrative Assistant-Media Library	26.61	27.14	27.68
Administrative Assistant-Programs Branch	27.31	27.86	28.42
Administrative Assistant-Registration & Accounting	27.76	28.32	28.89
Administrative Assistant-Secondary School	29.88	30.48	31.09
Administrative Assistant-Student Services	26.95	27.49	28.04
Admissions & Records Officer	29.11	29.69	30.28
Building Technologist	29.09	29.67	30.26
Buyer	27.57	28.12	28.68
Cafeteria Assistant	22.35	22.80	23.26
Call-out System Operator	27.42	27.97	28.53
Career & Post Secondary Advisor	28.53	29.10	29.68
Chef's Assistant	24.10	24.58	25.07
Child & Youth Care Worker	29.05	29.63	30.22
Child & Youth Care Worker - Addictions & Substance Abuse	29.04	29.62	30.21
Child & Youth Care Worker (Indigenous)	29.04	29.62	30.21
Chinese Support Worker	26.95	27.49	28.04
Computer Systems Administrator	29.38	29.97	30.57
Computer Systems Support	26.41	26.94	27.48
Continuing Education Assistant	30.05	30.65	31.26
Cross Walk Guard	17.12	17.46	17.81
Custodial Lead Hand 1 (1-2 custodians)	22.99	23.45	23.92
Custodial Lead Hand 2 (3-4 custodian)	23.31	23.78	24.26
Custodial Lead Hand 3 (5-6 custodians)	23.63	24.10	24.58
Custodial Lead Hand 4 (7-8 custodians)	23.96	24.44	24.93
Custodial Lead Hand 5 (9-10 custodians)	24.32	24.81	25.31
Custodial Lead Hand 6 (11-12 custodians)	24.60	25.09	25.59
Custodian	22.67	23.12	23.58
Custodian-Driver (Itinerant)	24.28	24.77	25.27
Delivery Person	24.45	24.94	25.44

District Career Assistant	25.30	25.81	26.33
District Library Technician	28.00	28.56	29.13
Education Assistant	27.93	28.49	29.06
Equipment Operator I	23.63	24.10	24.58
Equipment Operator II	25.60	26.11	26.63
Facilities Booking Clerk	26.02	26.54	27.07
Foreman-Trades	34.70	35.39	36.10
Gardener	32.29	32.94	33.60
General Foreman	36.33	37.06	37.80
Grounds Lead Hand	28.99	29.57	30.16
Groundsperson I	23.65	24.12	24.60
Groundsperson II	24.95	25.45	25.96
Homestay Coordinator	26.78	27.32	27.87
Human Resources Clerk	28.40	28.97	29.55
Human Resources Coordinator	27.27	27.82	28.38
Human Resources Coordinator - Staffing & Benefits	27.27	27.82	28.38
Inclusive Learning Assistant	29.09	29.67	30.26
Indigenous Cultural Enhancement Facilitator	26.65	27.18	27.72
Intermediate Accountant	29.01	29.59	30.18
Intermediate Accountant - Continuing Education	28.51	29.08	29.66
Intermediate Accountant - International	28.51	29.08	29.66
Intermediate Accountant - POPARD	28.51	29.08	29.66
International Student Program Assistant	28.09	28.65	29.22
Japanese Support Worker	26.95	27.49	28.04
Korean Support Worker	26.95	27.49	28.04
Labourer	22.67	23.12	23.58
Library Clerk-Delta Media Library	23.34	23.81	24.29
Library Clerk-School	23.79	24.27	24.76
Library Technician-French Program	25.29	25.80	26.32
Library Technician-Media Library	25.84	26.36	26.89
Library Technician-School	26.12	26.64	27.17
Media Technology Coordinator	29.94	30.54	31.15
Multi Cultural Worker	26.95	27.49	28.04
Office Assistant - International Student Programs	24.83	25.33	25.84
Office Support - Continuing Education (Academies)	24.16	24.64	25.13
Office Support - Continuing Education (Challenge)	24.16	24.64	25.13
Office Support - Continuing Education (Delta Access)	24.16	24.64	25.13
Office Support - Homequest	24.16	24.64	25.13
Office Support-Continuing Education	24.16	24.64	25.13
Office Support-Elementary School	24.55	25.04	25.54
Office Support-Human Resources	25.46	25.97	26.49
Office Support-Inclusive Learning	24.90	25.40	25.91
Office Support-Maintenance	24.16	24.64	25.13
Office Support-Programs Branch	24.90	25.40	25.91

Office Support-Provincial Outreach Program	24.16	24.64	25.13
Office Support-Resource Centre	25.07	25.57	26.08
Office Support-Secondary School	24.55	25.04	25.54
Office Technology Coordinator	31.47	32.10	32.74
Operations Coordinator	28.37	28.94	29.52
Payroll Administrator	28.95	29.53	30.12
Peer Support Facilitator	29.81	30.41	31.02
Provincial Outreach Program Administrative Assistant	27.13	27.67	28.22
Purchasing Assistant	25.77	26.29	26.82
Purchasing Clerk-School	24.90	25.40	25.91
Registered Behaviour Technician (Subject to 6-month review)	30.37	30.98	31.60
Senior Accountant-Financial Services	31.92	32.56	33.21
Senior Buyer	30.26	30.87	31.49
Settlement Worker	26.95	27.49	28.04
Staffing & Benefits Administrator	29.08	29.66	30.25
Strong Start Facilitator	26.51	27.04	27.58
Student Data Coordinator	26.29	26.82	27.36
Summer Activity Supervisor	18.98	19.36	19.75
Supervision Assistant	18.98	19.36	19.75
Trades	32.48	33.13	33.79
Trades - Electronics and Computer Services	30.02	30.62	31.23
Trades Lead Hand	33.17	33.83	34.51
Trades Lead Hand Electronics and Computer Services	33.60	34.27	34.96
Utility Person	23.34	23.81	24.29
Vietnamese Support Worker	26.95	27.49	28.04
Visual Language Interpreter	28.21	28.77	29.35

**NOTE:**

- a) In secondary schools the person in charge of Facility Services shall be designated Foreman.
- b) Custodian Lead Hand - designated number of custodians includes the lead hand.
- c) Custodians shall receive an additional 5% of their current per hour wage while varnishing floors.
- d) Painters shall receive an additional 5% of their current per hour wage while spray painting in a spray painting booth.
- e) Trades HVAC employees shall receive an additional \$2.00 per hour in addition to the posted rate, effective July 1, 2020.

Clarification of the following:

\*Machine Operator I

Operator of Toro and Hustler grass trimmers

\* Machine Operator II

Operator of front end loader (post-hole digger), Jacobson and Ransome mowers.

# **SCHEDULE "B" HOURS OF WORK**

## **a) SHIFTS**

### **CLERICAL, EDUCATION ASSISTANTS, CAFETERIA SHIFTS**

As per Article 7:02 and Article 7:03 (Standard Working Day) of this Agreement.

### **FACILITY SERVICES SHIFTS**

0700 hours to 1530 hours

1530 hours to 2400 hours

0700 hours to 0900 hours and 1100 hours to 1730 hours

Where evening school use precludes normal custodial services the union and management agree to develop a schedule of hours to facilitate these services.

### **MAINTENANCE SHIFTS**

0730 hours to 1600 hours

Regular shifts assigned to maintenance employees will be between the hours as specified above.

There shall be no change in shifts except by mutual consent of the parties to the Agreement.

## **b) FACILITY SERVICES & MAINTENANCE EMPLOYEES**

### July and August; Christmas and Spring Break School Holidays

0600 hours to 1630 hours

Except that where a school has a scheduled school or community activity, adequate custodial coverage will be provided as required.

There shall be no change in shifts except by mutual consent of the parties to the Agreement.



## **Letter of Understanding**

### **Temporary Positions, Regular Status and Recall Rights**

This Letter of Understanding shall be in effect immediately following ratification of the parties and shall remain in force until either party serves notice to cancel during a period of Collective Bargaining, where this Letter of Understanding will be nullified upon ratification of the parties of a new Collective Agreement.

The parties have reviewed and discussed the articles in the Collective Agreement that refer to the conversion of temporary positions to continuing positions, employee attainment of regular status and recall rights. In order to clarify those articles the parties have agreed to the following:

1. All temporary positions that will continue beyond one (1) year (twelve (12) months if the position is to be established as a twelve month position or ten (10) months if the position is to be established as a ten month position) shall be posted as a continuing position. If it is anticipated the position will end, e.g. the position is funded for Capital Projects, this date will be included in the posting. The Layoff and Recall provisions of the Collective Agreement will apply in these circumstances.
2. Temporary positions may be extended once up to the original term of the posting. The total term must not exceed one (1) year.
3. Temporary Education Assistant positions within Special Education may be extended by any term(s) up to one (1) school year.
4. Temporary positions created to replace a regular employee absent for special circumstances such as sickness, W.C.B., leave of absence, may continue for up to two (2) years. The temporary position will end when the regular incumbent either returns or vacates the position. When the temporary position ends the replacement employee will return to their former position i.e. return to their continuing position or the casual list. All regular employees who return to the casual list will maintain their seniority date for a period of time consistent with the length of recall provisions in the Collective Agreement and be offered casual work based on their seniority.

All employees who have been laid off will have the right of recall to their former position under the Recall provisions of the Collective Agreement. The recall will only be offered where the duration of the work would require a posting.

## **Letter of Understanding**

### **Changes in Working Methods within Facility Services**

This Letter of Understanding shall form an addendum within the Collective Agreement.

The current practice of Facility Services staff opening Elementary schools will be discontinued at the end of the 2000/01 school year. As a result, all Custodial shifts currently established to provide opening service at Elementary schools will be consolidated and will occur between the hours of 3:30 pm and midnight. There will be no reduction in the number of Custodial FTE's as a result of this initiative.

Midnight shifts will be removed from all schools. This simplifies staff scheduling and permits higher levels of relief with virtually all relief staffing on the afternoon shift.

There will be no change in Day Custodian staffing at Senior Secondary sites. The practice of having designated relief staff for day shifts will be extended to Junior Secondary sites. There will be no reduction in differential for staff providing this relief. If site staff decline the work, relief staff will be assigned.

The Day Custodian at Junior Secondary sites will work from 7:00-9:00 am and 11:00 am-5:30 pm.

All Custodial positions will be converted to twelve (12) month, full-time positions, except for: Lead Hand positions at Resource Centre and Board Office and; a maximum of five (5) positions related to geographic considerations in Tsawwassen, Ladner, North Delta (N), North Delta (S) and Tilbury.

In order to bring about these changes, the lay-off provisions of the Collective Agreement will be followed. The selection of positions will be completed by June 1, 2001 and the effective date of position change July 1, 2001. The parties remain open to any other procedure, which would be mutually acceptable.

The Employer will not reassign Custodial staff to other than posted sites, except that the Employer may reassign Custodial staff to other than posted sites during breaks in the school year (Christmas, spring and summer). The reassignment of staff will be based on proximity to their posted site(s).

Reassignment applies to Custodial positions regardless of the "location" language on the posting. The Employer intends to maintain two (2) site based staff assigned to Senior Secondary schools and one (1) site based staff assigned to Junior Secondary schools that remain open year round. The Leadhand or Foreman at a secondary school that remains open would remain at their regular site.

As per Article 11:06 g), all postings will have the location identified as the primary work site. For example: The location(s) is (are):

For the purpose of assigning Crew Leadhands during school breaks; work will be offered to current Custodial Leadhands on the basis of seniority. If no current Leadhand wishes to work as a Crew Leadhand, other staff will be assigned. In all cases, compensation remains as stipulated in the Collective Agreement.

The Employer will offer enough regular Custodial positions to ensure that no regular Custodian will involuntarily suffer a loss of benefits because of this change. Regular relief positions with the location defined as District will be created to the extent required to fulfill this obligation.

Limited services to meet safety and security requirements at elementary schools in the morning are considered non-custodial casual work that is exempt from the four (4) hour minimum language. As far as practicable, this work will be offered to other site based staff on a seniority basis or filled on a casual basis.

Any dispute arising directly out of the implementation of this addendum to the Collective Agreement, including required language changes to current provisions, shall be referred to the appropriate branch of the Ministry of Labour for assistance with resolution or to resolve in the manner of a Final Offer Settlement. The parties agree that Dan Pelletier is acceptable for such resolution.

LETTER OF AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF SCHOOL DISTRICT No. 37 (DELTA)

AND


CUPE LOCAL 1091

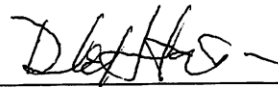
Re: Bridging of Service

A regular employee who has terminated employment as a result of a decision to raise a child or care for a dependent spouse or elder in the immediate family, and who has been re-employed, may apply for and be eligible for bridging of service. The following conditions shall apply:

- a) the employee has held a regular assignment for a minimum of two years;
- b) the employee must submit a letter of resignation which includes the reason for termination (e.g., "to raise a child" or "to care for elder parent");
- c) the break in service for employees intending to bridge service following the termination of employment to raise a child shall not be longer than four years and will not be approved in conjunction with a general leave of absence without pay;
- d) the break in service for employees intending to bridge service following termination of employment to care for a dependent spouse or elder in the immediate family shall not be longer than two years (this may be approved following a general leave of absence without pay taken in accordance with Article 10:15 of the Collective Agreement);
- e) the employee is responsible for obtaining re-employment by applying for regular positions;
- f) the employee will be treated as an internal candidate and his/her seniority at the time of termination will be used for selection purposes;
- g) it is incumbent upon the employee to demonstrate that s/he possesses the qualifications required for positions at the time of application; and,
- h) upon re-employment and successful completion of the probationary period the employee shall be credited with his/her length of service accumulated at the time of termination.

This agreement will be in effect for the term of this Collective Agreement, after which time it will be reviewed. It is not the intention that either party is committed to renew the provisions of this letter of agreement.

Signed on behalf of  
  
\_\_\_\_\_  
CUPE Local 1091  
Date: July 11/19

  
\_\_\_\_\_  
Board of Education of District No. 37 (Delta)  
Date: July 11, 2019

LETTER OF AGREEMENT  
Between  
Canadian Union of Public Employees – Local 1091  
And  
Board of Education of School District No. 37 – Delta

**Itinerant Custodian Position**

Upon ratification of this agreement, the parties agree that, effective July 1, 2020 there shall be one (1) new continuing itinerant custodian position of 40 hours per week; 12 months per year. This position will be in addition to the regular custodial staff working at District sites.

This position will be for work throughout the District to support current staff and sites where shortages are identified due to vacation, illness, or for other temporary needs.

This position reports to and works under the direction of the Manager, Facilities Services

Signed this 11<sup>th</sup> day of July, in the city of Delta.



CUPE Local 1091



Board of Education, School District #37 (Delta)

## LETTER OF UNDERSTANDING

### Maintenance Employee Personal Use of Assigned District Vehicle


This letter of understanding shall be in effect immediately following ratification.


Maintenance Services staff who, as of the date of signing this Letter of Understanding, have a vehicle assigned and are permitted to use the vehicle for travelling to the workplace from home workday mornings and to home from the workplace workday afternoons/evenings may continue to do so subject to the following restrictions:

1. The employee was hired into a continuing position in the Maintenance Services Department prior to January 1, 2008;
2. The employee resides within a 25 kilometre radius from the geographic centre of Delta;
3. The employee does not request a reassignment to, or post into, a position that does not have a vehicle assigned to it;
4. Use of the vehicle is limited to District business during work hours, and travel to and from the workplace (i.e. no unauthorized personal use of vehicle outside of work hours other than commuting); and
5. On those days the employee is away from the workplace due to vacation, illness or other authorized leave exceeding five (5) workdays, the vehicle shall remain parked at the Maintenance Facility for use by another employee covering the work of the absent employee.

An employee hired into a continuing position of Foreman in the Maintenance Services Department, to which a vehicle has been assigned, shall have use of that vehicle on the same basis as an employee hired prior to January 1, 2008 and regardless of place of residence.

Signed on behalf of:

  
\_\_\_\_\_  
CUPE Local 1091

  
\_\_\_\_\_  
Board of Education  
of School District No. 37 (Delta)

Date: Dec 5, 2011

Date: Dec 5/11



APPENDIX B

June 6, 2000

Ref. No. 116240

Irene Holden  
Labour Relations Board  
900 - 360 West Georgia Street  
Vancouver, BC V6B 6B2

and

Vince Ready  
650 - 475 West Georgia Street  
Vancouver, BC V6B 4M9

Dear Irene Holden and Vince Ready:

Re: Industrial Inquiry Commission concerning settlement Collective Agreement  
Between British Columbia Public School Employers' Association  
(and Member School Districts) and School District Support Staff Trade Unions  
(IIC #2)

I am writing concerning IIC #2 and your recommendations for settlement dated May 30, 2000 (the "Report") and provided to the parties and government. Some of these issues were also referenced in the Commission's letter of May 31, 2000 to CUPE representative Gary Johnson.

I understand that you intend to use those recommendations for the basis of your binding decision in accordance with your powers under the Public Education Support Staff Collective Bargaining Assistance Act (the "Act").

I note, as well, that you make reference to certain items which the government has agreed to fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed to be a collective agreement under the Act, that the government commits to fund as follows:

1. The monies committed by government and recommended by IIC #2 for the Four Hour Minimum Work Day Fund (\$5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002, as described in the IIC #2 Report.

... 2

Province of  
British Columbia

Minister of  
Finance and  
Corporate Relations

Parliament Buildings  
Victoria, British Columbia  
V8V 1X4  
Telephone: (604) 387-3751

- Page 2 -

2. Should the \$5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC #2 and described in the Report.
3. The monies committed by government and recommended by IIC #2 for employment security (\$3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC #2 Report.
4. The monies committed by government and recommended by IIC #2 to fund the LTD plan (\$11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC #2 Report and the Accords.

The government also agrees that it would be appropriate for IIC #2 to retain jurisdiction regarding implementation of these items over the course of the collective agreement.

Sincerely,



Paul Ramsey  
Minister of Finance and  
Corporate Relations



**Letter of Understanding (LOU)**  
**Between**  
**BC Public School Employers' Association**  
**And**  
**School Boards who are Signatories to this LOU**  
**And**  
**Support Staff Unions who are Signatories to this LOU**

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are Signatories to this LOU.

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non-cost issues agreed to between the parties.

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

**Term**

July 1, 2006 to June 30, 2010

**General Wage Increase**

July 1, 2006 2%

July 1, 2007 2%

July 1, 2008 2%

July 1, 2009 2%

**Incentive Payment**

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

The following principles for distribution shall guide the parties in the distribution of this one-time funding:

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, “full-time” means the greater of 35 hours per week or the definition of “full-time” employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee’s incentive payment:
  - maternity or parental
  - short-term disability
  - long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
  - leaves granted to employees in receipt of workers’ compensation benefits

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

Subject to the allocated funding above, the local and the district may also choose to allocate the funds in a manner consistent with the district’s staffing structure.

### **Public Education Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee**

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:

- a. an employee demographic analysis; and
- b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

In the event the Committee cannot agree on any of the matters within its jurisdiction, these matters will be referred to Mark Brown for mediation and, if necessary final adjudication.

### **Skills Enhancement and Retraining Funding**

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

### **Apprenticeship Opportunities Funding**

6. The Committee will be provided with a one-time payment equal to a maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.
7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

### **Apprentice Sponsor Funding**

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become

signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2007	\$828,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

#### **Workforce Adjustment Committee Funding**

14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.
15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

#### **Labour Market Adjustment Fund**

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:

- i. Demonstrating evidence of recruitment or retention difficulties;
- ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
- iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
- iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
- v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

Adjustments proposed under this paragraph must be funded through demonstrable cost neutral trade-offs.

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below):

July 1, 2007	\$1,656,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.
21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

### **Trades Adjustment**

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2006	\$1,656,000
July 1, 2007	\$828,000
July 1, 2008	\$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

### **Liaison on Education Policy Matters**

27. The Minister of Education will establish scheduled opportunities for representatives of support staff unions to discuss education policy matters that have employment implications for their bargaining unit members.

## **Education Assistants Committee**

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.
29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

## **Long Term Disability and Joint Early Intervention**

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.
31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
  - a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
  - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
32. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

## Fiscal Dividend

33. Each Memorandum of Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus.

### THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

#### 1.0 Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.



- 1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.
- 1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:
- All leaves with pay
  - Maternity and parental leave
  - All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

**MEMORANDUM OF AGREEMENT  
“Agreement”**

**Between**

**BOARD OF EDUCATION of SCHOOL DISTRICT NO. 37  
(DELTA)  
“Employer”**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1091  
“Union”**

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The parties to this Memorandum of Agreement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

**Continuing Provisions of the Current Collective Agreement**

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2010 will be incorporated in their entirety into the revised collective agreement between the parties.

**Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Agreement.

**Changes to the Revised Collective Agreement**

The July 1, 2006 – June 30, 2010 Collective Agreement will continue in force and effect until June 30, 2012 except as modified by the following:

Appendix “A” – Letter of Understanding between BC Public School Employers’ Association, Signatory Boards of Education and Signatory Support Staff Unions dated December 14, 2011.

Appendix "B" – Letter of Agreement between BCPSEA, CUPE & Ministry of Education dated December 14, 2011.

Appendix "C" – Local Memorandum of Agreement between the Board of Education of School District No. 37 (Delta) and the Canadian Union of Public Employees Local 1091, February 6, 2012 which sets out all other agreed changes to the Collective Agreement.


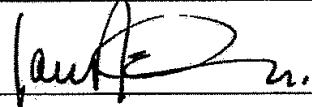
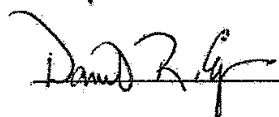

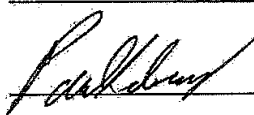
**Ratification**

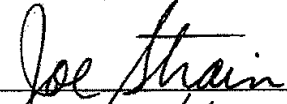

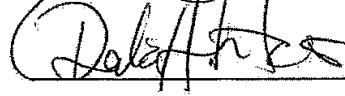

This memorandum is subject to ratification by the Board of Education of School District No. 37 (Delta), the BC Public School Employers' Association and the membership of CUPE Local 1091.

AGREED: February 6, 2012

CUPE Local 1091:

Board of Education for School District No. 37 (Delta):

  
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## **Letter of Understanding (LOU)**

**Between**

**BC Public School Employers' Association**

**And**

**School Boards who are Signatories to this LOU**

**And**

**Support Staff Unions who are Signatories to this LOU**

The following items will form the basis of a framework for settlement between Support Staff Unions and Boards of Education in the K-12 Public Education Sector. This framework in its entirety will be incorporated into memorandum of agreement achieved between Support Staff Unions and Boards of Education no later than February 29, 2012.

### **Term**

July 1, 2010 to June 30, 2012

### **Wage Re-opener**

This memorandum of agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current round of collective bargaining.

The employer agrees that in the event that Government decides to modify the PSEC Mandate, as it applies to the entire Public Service and Public Sector, during the term of the collective agreement, the school district and the local support staff union will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

### **The Support Staff Education and Adjustment Committee**

1. The parties agree to continue and expand the scope of the Support Staff Education and Adjustment Committee (SSEAC) to include the following.
  - a) an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services

- b) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- c) a study of the potential for regionalization of wages and benefits
- d) an investigation of benefit standardization for the purpose of additional efficiencies during the life of the collective agreement
- e) recommendations to address issues associated with hours of work and service delivery
- f) a review of practices in districts having modified school calendars and the resulting impact on support staff
- g) skills enhancement for support staff

There will be a total of \$550,000 allocated for the purposes set out above. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

2. The funds stipulated in Item 1 of the LOA – Class Organization Fund will be allocated in accordance with the following principles:

- a) The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
- b) This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than 10 hours per week and less than 35 hours per week.
- c) Support staff local unions and Boards of Education will formulate a plan for the above funds.
- d) SSEAC will review such plans and provide input to the Ministry of Education.

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

The employer will, subject to the availability of the data, provide the following information.

Every October 1<sup>st</sup>, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

- School District employer

- Years of age (at the time of data submission)
- Gender
- Position code
- Current wage level
- Status (Permanent/Temporary/Casual)
- Annual hours of work
- Years of work experience with the current employer

BCPSEA will provide a Letter of Commitment regarding data as found in Attachment 1.

**PEBT**

The employer agrees to append the letter found in Attachment 2 to support staff collective agreements re: Public Education Benefits Trust for information purposes.

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.

**Provincial Bargaining**

At least six (6) months prior to the expiry of collective agreements between K-12 employers and support staff unions, representatives of employers and support staff unions shall meet to discuss the process of provincial bargaining for the next round of collective bargaining.

There will be a total of \$200,000 allocated for the costs associated with provincial discussions related to bargaining.

Dated this 14<sup>th</sup> day of December, 2011.

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

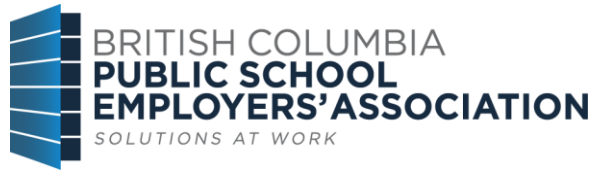
CUPE & Support Staff Unions

BC Public School Employers' Association & Boards of Education

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Attachment 1



Bill Pegler  
K-12 Coordinator  
Canadian Union of Public Employees (CUPE)

#### Letter of Commitment

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.

Original signed on December 14, 2011 by:

"Jacquie Griffiths"  
Jacquie Griffiths

Associate Executive Director

BCPSEA

## **Memorandum: To All Member School Districts and Support Staff Unions**

### **Settlors Statement on Accepted Policy and Practices of the PEBT**

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K -12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at [www.PEBT.ca](http://www.PEBT.ca)). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.



**LETTER OF AGREEMENT**

**BETWEEN:**

**BCPSEA**

**AND**

**K-12 SUPPORT STAFF UNIONS**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS  
REPRESENTED BY THE MINISTRY OF EDUCATION**

**RE: CLASS ORGANIZATION FUND: Support Staff Priorities**

WHEREAS:

The Ministry intends to establish and maintain additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

1. Funding will be allocated as follows:
  - \$7.5 million for year one, for the school year commencing September, 2012, and
  - \$7.5 million per year for each year thereafter.
  
2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.

3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

### **Original signed on December 14, 2011 by:**

“Hugh Finlayson”  
BCPSEA

“Terry Allen”  
Support Staff Unions

“Rick Davis”  
Ministry of Education

IN WITNESS WHEREOF both parties have executed the presents:

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1091:

Colin A. Pawson

Paul Brown

Pat Ross

David R. G.

[Signature]

SIGNED ON BEHALF OF THE  
BOARD OF SCHOOL TRUSTEES  
OF DELTA SCHOOL DISTRICT

Joe Strain

Dale Hester

[Signature]

[Signature]

[Signature]

Date signed: May 4, 2012

**MEMORANDUM OF SETTLEMENT  
"Memorandum"**

**Between**

**BOARD OF EDUCATION for SCHOOL DISTRICT #37 (Delta)  
"Employer"**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1091  
"Union"**

The parties to this Memorandum of Settlement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

**Continuing Provisions of the Current Collective Agreement**

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2014 will be incorporated in their entirety into the revised collective agreement between the parties.

**Matters pursued During Collective Bargaining by the Employer or Union**

All matters pursued during collective bargaining by the Employer or the Union and not expressly included in this Memorandum are considered to be introduced and withdrawn on a "without prejudice" basis.

**Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the parties duly ratifying this Memorandum.

**Changes to the Revised Collective Agreement**

The July 1, 2012 – June 30, 2014 Collective Agreement will continue in force and effect, except as modified by the following.

Provincial Framework Agreement between BC Public School Employers' Association and the K-12 Presidents' Council & Support Staff Unions. (attached)

Local Memorandum of Agreement between the Board of Education for School District No. 37 (Delta) and the Canadian Union of Public Employees, Local 1091, which sets out all other agreed changes to the Collective Agreement. (attached)

**Ratification**

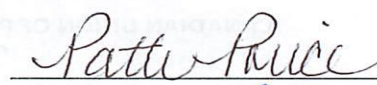
The memorandum is subject to ratification by the Board of Education for District No. 37 (Delta), the BC Public School Employers' Association, and the members of CUPE Local 1091.

AGREED September 4, 2014

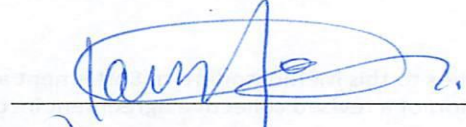
Board of Education for School  
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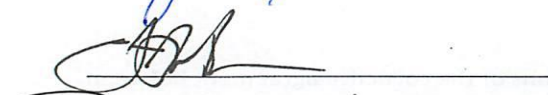
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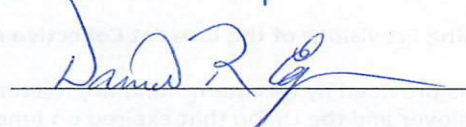
  
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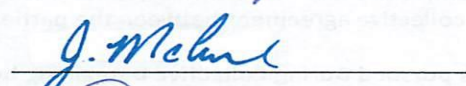
  
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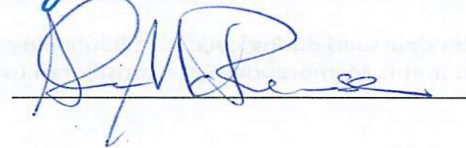
  
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**Provincial Framework Agreement ("Framework")**

**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.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than November 30, 2014.

**1. Term**

July 1, 2014 to June 30, 2019.

**2. Wage Increases**

Wages will increase by 5.5%. Increases will be effective on the following dates:

- July 1, 2015 1.0%
- May 1, 2016 Economic Stability Dividend
- July 1, 2016 0.5%
- May 1, 2017 1.0% plus Economic Stability Dividend
- July 1, 2017 0.5%
- May 1, 2018 1.0% plus Economic Stability Dividend
- July 1, 2018 0.5%
- May 1, 2019 1.0% plus Economic Stability Dividend

The terms of the Economic Stability Dividend are described in Appendix A.

**3. Employee Support Grant**

BCPSEA, the Unions and the Government 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 the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.

#### **4. Benefits Standardization**

The Parties agree to pursue a voluntary standardized extended health plan to be implemented during the term of the collective agreement in accordance with the terms laid out in Appendix C.

#### **5. The Support Staff Education and Adjustment Committee (SSEAC)**

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

There will be a total of \$100,000 of annual funding allocated for the purposes set out above commencing July 1, 2015. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

#### **6. Education Assistants Committee**

- a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.
- d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.

- f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

#### **7. Learning Improvement Fund – Support Staff**

The funds stipulated in Item 1 of the LOA – Learning Improvement Fund: Support Staff Priorities (Appendix D) are the greater of \$10 million or 20% of the LIF commencing on July 1, 2015. These funds will be allocated to School Districts in accordance with the following principles as per established SSEAC procedures:

- a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.
- b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.
- c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.
- d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.
- e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
- f) SSEAC will receive the jointly agreed plans from school districts and locals.
- g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.
- h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.
- i) If permitted by legislation and regulation, a one-time allocation of \$2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.



## **8. PEBT**

### **a) Date adjustment for the annual funding of the PEBT LTD plan:**

Change the date of the annual funding payment of \$19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with \$19,428,240 each April 1.

The annual contribution period will continue to be based on the calendar year.

Recognizing the impact on interest earnings as a result of the three (3) month delay in 2015, the PEBT will be provided with a one-time interest payment by the Ministry of Education of \$300,000 on January 2, 2015.

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

The Parties request that the PEBT Board undertake a review to assess the viability of administering all support staff EFAP plans.

## **9. Shared Services**

The Parties will write a joint letter to the Ministry seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertakings that may have an impact on support staff positions.

## **10. 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.

## **11. Standardized Job Evaluation Study**

The Parties will establish a provincial joint job evaluation steering committee (the JE committee) within thirty (30) days following the signing of this framework agreement. The committee is responsible to create a provincial job evaluation plan which may include a regional or local approach. The JE tool will be based upon the CUPE gender neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

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

Upon successful completion of the plan the Parties will identify one local in each of the seven established CUPE regions to pilot the plan prior to full implementation.

## **12. Job Evaluation Fund**

To fund the development work of the JE committee during 2014 the Parties agree to a one-time allocation of \$50,000 from SSEAC.

To facilitate the implementation of the provincial job evaluation plan a fund will be established within SSEAC with an initial one-time allocation of \$250,000 on July 1, 2015 and annually each year thereafter during the term of the framework agreement, for a total of \$1,000,000 in one-time funding.

In addition to the one-time allocations, ongoing annual funds of \$900,000 will be added to the job evaluation fund for implementation purposes at January 2, 2019. Any residual ongoing funds that are available after the implementation of the standardized benefit plan will be added to the job evaluation fund.

## **13. Provincial Bargaining**

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding of \$200,000 to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. This funding will be allocated as of July 1, 2016.

## **14. Unpaid Work**

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

## **15. Workload Concerns**

The Parties agree that employees should be provided with a reasonable workload. Employees with workload concerns are encouraged to bring these concerns to their supervisor or union in order that the concerns can be addressed.

## **16. Modified Calendar**

The parties recognize calendar changes are an area of concern for local support staff unions. For future calendar amendments during the term of the collective agreement the Parties agree to review and compile best practices on existing modified calendars.

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.

Dated this 7<sup>th</sup> day of June, 2014.

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

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

Mouel Morlain

[Signature]

[Signature]

Janine

[Signature]

[Signature]

[Signature]

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Tom Decker

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[Signature]

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

Rogael Negro

[Signature]

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Alan Cell

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Heanne Bowes

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**APPENDIX B**

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

**Between:**

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

**And:**

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

**And:**

**Her Majesty the Queen in Right of the Province of BC as  
Represented by the Ministry of Education ("the Government")**

**Re: Employee Support Grant for May/June 2014**

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA during May and June 2014 as set out in this letter.
2. Subject to the terms of this Letter:
  - (a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.
  - (b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
  - (c) If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7<sup>th</sup>, 2014 by:

Rene Delgado  
BCPSEA

Maxel Marsolais  
K-12 Presidents' Council

[Signature]  
Ministry of Education on behalf of Her  
Majesty in Right of the Province of BC

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

**Between:**

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

**And:**

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

**And:**

**Her Majesty the Queen in Right of the Province of BC as  
Represented by the Ministry of Education (the "Government")**

**Re: Employee Support Grant for after June 30, 2014**

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may 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, 2014.
2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
5. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7<sup>th</sup>, 2014 by:

Renzo Del regno  
BCPSEA

Marcel Morales  
K-12 Presidents' Council

Peter J. ...  
Ministry of Education on behalf of Her  
Majesty in Right of the Province of BC

**APPENDIX C**

**Provincial Support Staff Extended Health Benefit Plan**

**TERMS OF REFERENCE  
BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
K-12 PRESIDENTS COUNCIL  
Re: Exploration of a Greater Standardization of Benefits Plans**

The parties agree to move to an optional standardized provincial extended health benefits plan (standardized plan) which would include the majority of support staff members. To further such change the parties agree to form a working committee with the goal of achieving agreement on a standardized extended health benefits plan.

**Terms of Reference:**

1. The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10<sup>th</sup>, 2014.
2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.
7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of \$3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.



9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13<sup>th</sup>, 2014 or a mutually agreed upon day.

**APPENDIX D**

**LETTER OF AGREEMENT**

**BETWEEN:**

**BCPSEA**

**AND**

**K-12 SUPPORT STAFF UNIONS**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED BY THE MINISTRY  
OF EDUCATION**

**RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities**

**WHEREAS:**

The Ministry has established and maintains additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant (EA) work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

**THEREFORE:**

The parties hereby agree as follows:


1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.

2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. This letter replaces the letter between the parties signed December 14<sup>th</sup>, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 7<sup>th</sup>, 2014 by:

  
BCPSEA

  
Support Staff Unions

  
Ministry of Education

**MEMORANDUM OF SETTLEMENT**

**Between**

**Delta Board of Education (School District #37)  
(the "Employer")**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1091  
(the "Union")**

**(Together called the "Parties")**

By the signatures of the undersigned bargaining committee representatives, the Employer and Union agree to recommend this Memorandum of Settlement, with the appended signed tentative agreements, to their respective principals. The appended signed tentative agreements are the only amendments to the July 1, 2014 to June 30, 2019 Collective Agreement (hereinafter called the "Current Collective Agreement").

**1. Provisions of the Current Collective Agreement Remain in Effect**

All provisions of the Current Collective Agreement shall remain in effect except as specifically amended or altered by the signed tentative agreements appended to this Memorandum of Settlement.

**2. Amendments and Alterations Agreed to in Negotiation Meetings**

All items agreed to by the Parties' bargaining committees, set out below and appended, shall amend and alter the Current Collective Agreement and together with all remaining provisions of the Current Collective Agreement, will constitute the renewal of the Collective Agreement:

<b>Article</b>	<b>Subject Matter</b>	<b>Date of Tentative Agreement</b>
	Provincial Framework Agreement & related appendices	12 July 2018
1:01(a)	Term of Agreement	09 May 2019
3:02(a)	Union Membership	18 June 2019
3:02(b)	Union Membership (Collective Agreements)	11 July 2019
5:06	Probationary Period	11 July 2019
7:01(b)	Standard Working Day – Maintenance & Facilities Services	11 July 2019
7:02	Standard Working Day – Clerical, EAs, Cafeteria Workers	11 July 2019
7:07 & 7:08	Overtime and Extra Time	11 July 2019
8:04	Regular (10) Month Employees – Vacation Pay	18 June 2019
10:09	Bereavement Leave	11 July 2019
10:11	Maternity Leave	18 June 2019
10:12	Adoption Leave	18 June 2019

4. **Term of the Renewal Collective Agreement**

The term of the Renewal Collective Agreement shall be thirty-six (36) months, from July 1, 2019, up to June 30, 2022, both dates inclusive.

5. **Ratification of Renewal Collective Agreement**

The Parties agree to recommend this signed Memorandum of Settlement to their respective principals, and schedule the necessary ratification meetings without undue delay and ensure their principals vote on this Memorandum of Settlement. Immediately upon completion of the ratification votes, the Parties will notify each other by email.

6. **Effective Dates**

Unless otherwise specified by the Parties, the effective date for all changes will be August 1, 2019.

Agreed to this 11th day of July 2019.

FOR THE UNION:

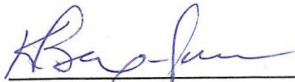


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Patti Price, President  
On behalf of CUPE Local 1091

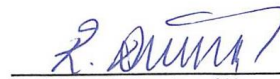
FOR THE EMPLOYER:



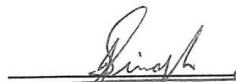
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Dale Hunter, Human Resources Manager  
On behalf of School District 37



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Kevin Berg-Iverson,  
On behalf of CUPE Local 1091



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Rod Allnutt, Director of Human Resources  
On behalf School District 37



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Jasbir Singh,  
On behalf of CUPE Local 1091



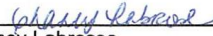
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Herb Wenzel,  
On behalf School District 37

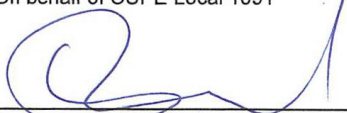


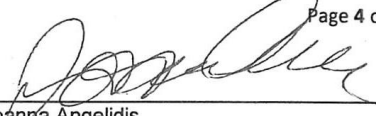
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Eileen Penney,  
On behalf of CUPE Local 1091



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Claire Clancy,  
On behalf School District 37

  
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Shaney Labrosse,  
On behalf of CUPE Local 1091

  
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Michael Reed, National Representative  
On behalf of CUPE Local 1091

  
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Joanna Angelidis,  
On behalf School District 37

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

**between**

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

**and**

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

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

**1. Term**

July 1, 2019 to June 30, 2022

**2. Wages Increases**

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

**3. Local Bargaining**

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

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

The \$7 million is an ongoing annual amount.

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

E & O E

**4. Benefits**

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

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

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

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

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

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

**5. Safety in the Workplace**

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

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

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



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

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

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

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

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

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

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

### Structure:

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

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

**Mandate:**

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

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

**Terms of Reference:**

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

**Funding:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Committee Funding**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. Funding**

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

**19. Provincial Bargaining**

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

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

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

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

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

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

Leanne Bowes, BCPSEA  
Renzo del Negro, BCPSEA  
Tammy Sowinski, OLRC  
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 – Kootneys)  
Brent Boyd. (Local 407 - Metro)  
Patti Price (Local 1091 – Metro)  
Rod Isaac (Local 411 - Fraser Valley)  
Marcel Marsolais ( Local 409 – Metro)  
Anne Purvis (Local 440 – Kootneys)  
Rob Zver ( Local 606- North Island)  
Bruce Scott ( WVMEA)  
Tim DeVivo. ( IUOE Local 963)  
Corey Thomas  
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.

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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.

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



## Refusing unsafe work

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

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

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

Steps to follow when work might be unsafe:

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

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

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

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

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

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

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

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



### Worker Rights and Responsibilities:

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

#### Your rights

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

#### Your responsibilities

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

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

### Employer Responsibilities:

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

### Your responsibilities

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

### Supervisor Responsibilities:

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

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

### Your responsibilities

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

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