

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SCHOOL DISTRICT NO. 48 (SEA TO SKY)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 779**

**July 1, 2022 to June 30, 2025**

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**AGREEMENT ENTERED INTO BETWEEN:**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 48 (SEA TO SKY)**

(hereinafter called the "Employer")

**OF THE FIRST PART**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #779  
(SEA TO SKY SCHOOL EMPLOYEES UNION)**

**CHARTERED BY THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

(hereinafter called the "Union")

**OF THE SECOND PART**

School District No. 48 (Sea to Sky) and CUPE Local 779 acknowledge the ancestral and unceded territories of the Skwxwú7mesh and St'at'imc Nations on whose lands we are unlearning, learning and relearning.

**ARTICLE 1: PREAMBLE**

**WHEREAS** it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union, to promote co-operation and understanding between the Employer and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages; It will be the duty of every employee to perform their work diligently, faithfully and to

the best of their ability and to keep the best interests of the Employer foremost in the execution of their duties.

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

**THEREFORE**, this Agreement witnesses that the parties agree as follows:

## **ARTICLE 2: DEFINITIONS**

### **2.01 Employees**

- a) "employee" is a person who is employed full or part-time by the Employer and falls within the defined bargaining unit.
- b) "regular employee" is an employee who has successfully completed the probationary period and who is employed on a regular basis.
- c) "Temporary employee" is an employee employed on a scheduled basis to augment the regular staff or for relief work, which is expected to exceed thirty (30) working days but will not exceed six (6) calendar months. (Additionally, please refer to LOU 12, Temporary Positions as a result of Conditional Employment)
  - i) The time limit of six (6) months may be extended by mutual agreement of the Parties. In the case where a temporary employee is replacing someone on leave of absence, (including sick leave and Long Term Disability) temporary appointment can be up to one (1) year.
  - ii) A regular employee holding a temporary position is still considered a regular employee under this Agreement.
- d) "probationary employee" is an employee who has been hired or promoted into a regular or temporary position of more than sixty (60) working days and who is serving the probation period.
- e) "casual employee" is an employee employed on an unscheduled basis for relief work the duration of which is not expected at the time of availability of work to exceed thirty (30) working days.
- f) "regular position" is defined as a position deemed regular by the Employer. Such positions may be either full or part-time.

- g)** "temporary position" is defined as a position of a limited duration with a specific start date and finish date (term specific). Such positions may be full or part-time.
- h)** "location" is the place of work to which an employee is normally assigned and can be either a specific site or a geographic location within the School District. Clerical, Education Assistant, Accounting Clerk, Cook, and Custodians will be site specific.  
  
Other employees will be assigned to geographic locations. Site specific employees may be required to work in other sites within the School District during summer, winter and spring breaks or for emergencies. In the case of the assignment to a different site during the aforementioned breaks the employee will be given forty-eight (48) hours notice of change of location.
- i)** "promotion" will be defined as the movement of an employee to a position at a higher rate of pay.
- j)** "demotion" will be defined as the movement of an employee to a position at a lower rate of pay.
- k)** "transfer" will be defined as the movement of an employee from one position to another at an equal rate of pay.
- l)** "shift" will be defined as any day an employee has received wages for time worked for the Employer.
- m)** "position" is a specific job

"job description" is a broad description of the requirements of any position. A number of different positions therefore may be encompassed within a job description. The job description includes:

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

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

## **ARTICLE 3: RECOGNITION AND NEGOTIATIONS**

### **3.01 Recognition of C.U.P.E.**

The Employer or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees, Local No. 779 as the sole collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union and any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 Right To Have C.U.P.E. Representatives**

- a) The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) will have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Where the investigation takes place in a school or District facility, the Union will first obtain the permission of the Secretary-Treasurer of the Employer. Permission will not be unreasonably denied.
- b) A Shop Steward or Officer of the Union may attend at a school or other School District facility in order to deal with the interpretation, application, administration or alleged violation of the Collective Agreement provided that the Shop Steward or Union Officer contacts the applicable Administrative Officer or Supervisor in advance and does not disrupt normal operations.

### **3.03 No Agreements Permitted**

No employee will be required or permitted to make a written or verbal agreement with the Employer or Employer's representatives, which may conflict with the terms of this Agreement.

## **ARTICLE 4: MANAGEMENT RIGHTS**

### **4.01 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement.

The selection of Bargaining Unit Supervisors (CUPE member working in a Union Supervisor position) will be entirely a matter for the Employer's discretion.

Exempt work will be carried out only by exempt staff.

## **ARTICLE 5: NO DISCRIMINATION**

### **5.01 No Discrimination**

The Employer and the Union in their respective roles, agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of any protected grounds as set out in the British Columbia Human Rights Code, nor by reason of membership or activity in the union.

## **ARTICLE 6: SENIORITY**

### **6.01 Application and Definition of Seniority**

- a) Seniority will operate on a bargaining unit wide basis.
- b) Effective June 1, 1996, "Seniority" will be defined as a regular employee's seniority date with the Board.

### **6.02 Calculation of Seniority**

- a) i) For regular employees on staff as at June 1, 1996:  
Effective June 1, 1996 a seniority list will be prepared in accordance with the 1994 Collective Agreement (Article 6.02). The seniority

hours of each of the employees on that list will be divided by 1965 to establish the initial date of hire for purposes of a new seniority list. This new list will be effective June 1, 1996.

- ii) For employees hired to a regular position after June 1, 1996 and who have had temporary or casual employment with the Employer during the last twelve- (12) months:

The seniority date will be determined by calculating the number of shifts the employee has worked during the last twelve (12) months. These shifts will be retroactively credited to determine the seniority date, once the employee has successfully completed their probationary period.

- iii) For employees hired to a regular position after June 1, 1996:

The seniority date will be the first day of their appointment.

- b) Seniority will upon completion of the probation period be credited retroactively from the first day of the probation period.
- c) The Employer will maintain a list showing each regular employee's seniority. Where two (2) or more employees have the same seniority date, the tie will be broken by lot and the winner will be deemed more senior.

### **6.03 Seniority List Posted**

- a) The seniority list will be sent to the Union and posted on bulletin boards as soon as is practicable after the end of the months of August and February.
- b) In the event the Union or an employee disagrees with the seniority list, such disagreement will be drawn to the Employer's attention in writing within thirty (30) calendar days.

### **6.04 Adjustment to Seniority Date**

- a) An employee's seniority date will be adjusted in the following situations:
  - for unpaid educational leave in excess of two (2) years.
  - for an authorized unpaid leave of absence in excess of six (6) months.
  - where an employee is on Long-Term Disability benefits in excess of two (2) years.
- b) Adjustments to an employee's seniority date will not be made where the employee is in receipt of paid sick leave benefits, WCB benefits or on approved sick leave without pay.

## **6.05                      Loss of Seniority**

The employee will lose all seniority and will no longer be an employee if the employee:

- a)     resigns;
- b)     is discharged for just cause;
- c)     has been on lay off for eighteen (18) months;
- d)     fails to comply with the terms of the recall provision of this Agreement;
- e)     elects to be paid severance pay.

## **6.06                      Secondary Seniority**

Secondary Seniority for casual and temporary employees exists only for the following two purposes:

### **a)     Secondary Seniority for Applying for a Posted Position**

- i)     A casual or temporary employee may use all shifts worked during the immediately preceding twenty-four (24) month period as shift credits for the purposes of bidding into posted position, once the employee has worked 60 shifts during that 24-month period.
- ii)    Each day or partial day worked as a casual or temporary employee will equal one shift credit.

NOTE:        The Employer agrees to implement Appendix C – Process for Centralized Call out System in conjunction with ER # 2.1 Proposed changes to Article 6.06 (a) (as outlined above):

### **b)     Secondary Seniority for Call Out Work**

- i)     Effective January 1, 1999 casual and temporary employees will accumulate secondary seniority on the basis of one (1) shift credit for each day or partial day worked. Secondary seniority will be recognized for the purpose of (ii) once an employee has accrued sixty (60) shifts during any July 1<sup>st</sup> to June 30<sup>th</sup> period to be effective the following September 1<sup>st</sup>.
- ii)    Employees whose secondary seniority has been recognized will be offered casual and temporary work for which they are qualified on the basis of their secondary seniority date and in accordance with paragraph (iii) below, provided the employee is able to arrive at the assigned work location at the start of the shift, within reason.

Employees will be called for work as soon as it is known that work is available, within reason. In the event that an employee is working when such assignment arises, the employee will complete the current assignment before any reassignment.

iii) Employees will notify the employer by July 31<sup>st</sup> of each year on their choices for call in work, which will include geographical areas.

c) Loss of Secondary Seniority

Secondary seniority will be lost only in the event of the following:

(a) the employee fails to respond to eight (8) consecutive calls for available work, or ten (10) in a school year, or

(b) if the employee is terminated and not reinstated; or,

(c) if the employee terminates their employment with the Board.

It is understood that an employee who is unavailable for call in or call out will notify the employer in advance in writing except in emergencies.

d) Secondary Seniority List

The Employer will maintain a secondary seniority list showing the seniority date of each casual and temporary employee with secondary seniority. The list will be updated each July by the addition of those employees who have accrued sixty (60) or more shifts based upon the previous July 1<sup>st</sup> to June 30<sup>th</sup> and will be forwarded to the Union as soon as it is available.

**ARTICLE 7: LAY OFF, RECALL AND SEVERANCE PAY**

**7.01 Definition**

A lay off will be defined as a reduction in the work force or a reduction in the regular hours of work of an employee as defined in this Agreement.

**7.02 Notice of Bumping**

An employee who wishes to bump any other employee will advise the Employer of their decision within three (3) working days of receipt of the layoff notice. An employee who is bumped will be laid off with notice, or pay in lieu thereof, to the end of the notice period of the bumper, and will advise the Employer in writing of a decision to bump another employee within three (3) working days of receipt of the layoff notice.

### **7.03 Role of Seniority in Lay Offs**

Both Parties recognize that job security will increase in proportion to length of seniority. An employee about to be laid off may exercise their seniority rights and bump any employee with less seniority providing the employee exercising the right is capable pursuant to Article 9.01 to perform the work of the less senior employee. The right to bump will include the right to bump up.

### **7.04 Notice of Lay Off**

An employee will receive one (1) month written notice of lay off or one (1) month written notice of a reduction in an employee's hours of work, or pay in lieu thereof will be given to employees about to be laid off. If the Employment Standards Act provides better, the notice or pay will be as per the Act. Copies of such notice will be given to the Union.

### **7.05 Reduced Hours of Work**

Where there is a reduction in an employee's hours of work, the employee will be entitled to the same rights as if laid off.

### **7.06 Trial on Bumping**

An employee who bumps another will be appointed subject to Article 9.04 (Probation and Trial) of this Collective Agreement, except that if the trial is not successful the employee on trial will be laid off without notice. It is agreed the trial period will contain a period of orientation to the position.

### **7.07 Employees on Lay Off (Recall)**

- a) Employees on lay off will be advised of all job postings pursuant to Article 9.02 and will be afforded the opportunity to apply for positions for a period of eighteen (18) months from the date of the lay off.
- b) Employees on lay off will retain their seniority for the eighteen (18) months for seniority purposes of Article 9.01.
- c) If a laid off employee is awarded a position they must report to the position within fourteen (14) days of being notified by registered mail. Failure to do so without sufficient cause will result in the forfeiture of all seniority rights under this Article. Once the employee reports the employee will be deemed to be recalled.

- d) It is the responsibility of the employee to ensure a current address is on file with the Employer.

**7.08 Casual and Temporary Work While on Layoff**

- a) An offer by the Employer of casual work does not affect the seniority rights of an employee on lay off, whether the offer is accepted or not.
- b) Employees on lay off who accept casual work or who are appointed to a temporary position will have their eighteen (18) month recall period extended by the number of shifts worked.

**7.09 Short Layoffs**

This Article (Article 7) does not apply to lay offs necessitated by circumstances beyond the control of the Employer, (weather, fire, etc.) which are ten (10) working days or less in duration, but the Employer will re-assign employees wherever possible.

**7.10 Grievances**

Grievances concerning lay offs and recall will be initiated at Step 2 of the grievance procedure.

**7.11 Severance Pay**

- a) A regular employee who is laid off and who is not eligible for payments under Article 21 may, relinquishing re-employment rights, elect to be paid severance pay in accord with the following schedule:
  - (i) Two (2) weeks' pay where the employee has completed at least six (6) months' consecutive service;
  - (ii) After the completion of three (3) years' consecutive service, one (1) additional week's pay; and for each subsequent completed year of consecutive service, an additional week's pay; up to a maximum of eight (8) weeks' pay in total.
- b) A "week's pay" means the pay for the normal assignment work week of the employee involved at the rate in effect on the effective date of the lay-off.
- c) The election by the employee to be paid severance pay must be made and the Employer advised within ninety (90) days of the effective date of the lay off.

- d) For purposes of this Article, ten-month employees and part-time employees are not considered to be laid off on those work days when not regularly assigned to work.

### **7.12 General Reduction of Hours**

The lay off provisions of Article 7 does not apply or become operative by way of a general reduction of hours of work.

### **7.13 No New Employees**

New employees will not be hired until those laid off have been given the opportunity to apply for the position.

## **ARTICLE 8: UNION SECURITY**

### **8.01 Financial Responsibility**

Notwithstanding any provisions contained in these sections, there will be no financial responsibility on the part of the Employer for fees, dues, or assessments of an employee unless there are sufficient unpaid wages of that employee in the Employer's hands.

### **8.02 Condition of Employment**

All employees of the Employer will, as a condition of employment, become and remain members in good standing of the Union according to the constitution and by-laws of the Union. As a condition of employment, all new employees will become and remain members in good standing of the Union within thirty (30) days of employment.

### **8.03 Dues Deductions**

The Employer will, during the life of this Agreement, deduct as a condition of each employee's continued employment, a sum equivalent to dues and initiation fees as set out by the Union.

Deductions will be made from each pay cheque and will be forwarded to the Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a list of the names of employees and the amounts deducted from each.

#### **8.04 T-4 Slips**

At the same time that income tax (T-4) slips are made available, the Employer will include the amount of the union dues paid by each union member in the previous year.

#### **8.05 Notification to New Employees**

The Employer will acquaint new employees being hired for positions for which the Union has been certified, with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles relating to union security and dues check-off and a copy of the Collective Agreement.

The Union will supply the Employer with sufficient quantities of dues check-off authorization forms (a copy of which is attached to this Agreement), local Union by-laws and C.U.P.E. constitution, a list of officers of the Union, shop stewards of the Union, and a membership kit. These will be included with all new appointments.

#### **8.06 Initial Employment**

Upon initial employment, no person will be refused membership in the Union so as to be disqualified from employment with the Employer.

#### **8.07 Indemnification Clause**

The Board's comprehensive liability insurance provided to the Board under the Provincial "School Protection Program" provides that employees are covered under the heading of "Additional Insured Covered". Should this coverage change, the Parties agree to meet to discuss the situation?

#### **8.08 Crossing Picket Lines**

Employees will neither be required to cross any picket lines nor enter any building, property, or business where such a picket line is established under the Statutes of British Columbia or Canada. To refrain from crossing a picket line will not be considered a violation of this agreement, nor will it be grounds for disciplinary action.

## **ARTICLE 9: STAFF CHANGES**

### **9.01 Factors of Appointment**

In making promotions and transfers the required knowledge, ability and skills will be the primary consideration and where two (2) or more applicants possess the required knowledge, ability and skills, the length of service with the Employer will be the determining factor.

### **9.02 Job Postings**

- a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer will notify the Union in writing and post notice of the position in the Employer's offices, shops and bulletin boards for a minimum of five (5) working days.
- b) Such posting and notice will contain the following information:
  - Name of position;
  - Summary of duties;
  - Required qualifications;
  - Hours of work; shift (day, afternoon or nightshift), hours per day and days of week;
  - Wage rate;
  - Location of position;
  - All job postings will state; "This position is open to all applicants".
  - The start and end date of the position if temporary.

### **9.03 Bulletin Boards**

The Employer will install bulletin boards in each school and other work areas to provide the Union with space to post safety committee reports and other information.

### **9.04 Probation and Trial**

- a) Probation Period - "probation period" means the first sixty (60) days worked of an employee appointed to a regular position or temporary position.

A person hired for a regular position or a temporary position will serve a probationary period of sixty (60) days worked to determine competency and suitability for the position and for employment with the Employer. A

probationary employee may be released at any time during the probationary period.

- b)** Trial Period - "trial period" is the first thirty (30) days worked by an employee (upon a promotion, transfer or demotion) to determine their suitability in a new position if the duties and responsibilities are significantly different.
  - i)** When a regular employee moves to another position, the appointment will be on a trial basis for thirty (30) days worked. If the employee is judged incapable of fulfilling the duties or is dissatisfied with the position, the employee will revert to the former position, except in the case of bumping or demotion. Any other employee promoted or transferred as a result of the appointment, will also be returned to their former position, and any employee who may have been hired may be terminated without notice.
  - ii)** Temporary employees who successfully bid to a regular position will be considered on a trial basis in accordance with this Agreement. The temporary employee does not have a right to revert back to their previous position.

#### **9.05 Temporary Assignments**

An employee in a temporary position cannot apply for another temporary position unless the compensation for the new position will be greater than the completion of the existing temporary position.

A regular employee who is successful in bidding on a temporary position will be assigned to the temporary position as per Article 9.02 (the start and end date), subject to the understanding set out below. Upon completion of the temporary assignment, the employee will be returned to their former position.

In recognition of the potential disruption of students, the Parties agree as follows:

- a)** Regular Education Assistants who apply for temporary positions of longer than three (3) calendar months will have this Article apply in its entirety.
- b)** Regular Education Assistants who apply for temporary positions of less than three (3) calendar months will (when their applications pursuant to Article 9.01 are considered) be subject to the evaluation of the potential disruption to students. Where it is determined that the disruption would be significant to the student's health and/or educational growth, the Employer will advise the employee of this potential. If the employee still wishes to pursue the temporary position, then the matter will be discussed immediately with the Union and if the matter is not resolved then either Party may refer the dispute to the process set out in point (d). The Employer may restrict the

employee from transferring to temporary positions more than twice in a school year (please note that the first two (2) transfers in a school year may be restricted as noted earlier in this clause and they may be dealt with under section (d)).

- c) The Parties agree to meet and review the experience regarding all temporary assignments pursuant to this provision. Such review will be concluded by May 15, 1997. The purpose of the review is to determine if the restriction under (b) should be continued. The restriction will be removed only if it is mutually agreed between the Parties.
- d) Where the Employer declines a request from a regular Education Assistant to transfer to a temporary position because of an expectation of significant disruption to the student's health and/or educational growth", either Party may refer the matter to the Mediation Division of the Labour Relations Board (or a mutually agreeable alternate) and a mediator will meet with the Parties and issue a brief, written, binding decision which will allow the transfer or decline it. Such decision is to be issued within seven (7) calendar days of the referral.

#### **9.06 Appointments Outside Unit**

In the event an employee in the bargaining unit is appointed to a position excluded from the unit, and within a thirty (30) working day period, returns to the bargaining unit, the employee will reassume seniority as at the time of leaving. The time spent outside the unit will be counted for increment and vacation purposes.

#### **9.07 Union Notification**

The Union will be notified of all promotions, increased hours, reductions, demotions, hirings, lay offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment within four (4) working days of the occurrence.

#### **9.08 Casual or Temporary to Regular Status**

In the event a casual employee or a temporary employee not already receiving benefits becomes a regular employee, length of service for applicable benefits will be calculated from the beginning date of the probationary or trial period.

#### **9.09 Appointment to Full-Time**

When a regular part-time employee is appointed to a regular full-time position, all accumulated sick leave, annual vacation, and seniority benefits will carry over.

**9.10 Increased Hours**

If more working hours are provided in a school or department, the Employer will decide either:

- a) post the hours as a new position; or
- b) offer, by seniority to available, capable, part-time employees already on the staff of the school or department to increase the employee's hours of work by these additional hours. If the employee(s) concerned refuses to accept these additional hours, the Employer will post such hours as a new position.

**9.11 Cross-training**

To allow for the principle of promotion from within, for cross-training purposes an employee may accept a temporary transferred to a school, department or work site within their geographic work area, or other area, by mutual agreement.

The employee being cross-trained will be paid at the appropriate classification related to the cross-training.

**ARTICLE 10: JOB SECURITY**

**10.01 Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer will contract out only if the job security of regular staff is not affected.

**10.02 Work of the Bargaining Unit**

Persons whose regular jobs are not in the bargaining unit will not perform work (paid or unpaid) on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting or emergencies, where regular employees are not available.

**10.03 Amalgamation, Merger or Regionalization**

In the event that the Employer will merge, amalgamate, or combine any of its operations with any other employer, the Employer agrees to the retention of all rights and benefits for all employees coming within the new bargaining unit of the

successor Employer, in compliance with Section 35 of the Labour Relations Code of B.C.

## **ARTICLE 11: GRIEVANCE PROCEDURE**

### **11.01 Recognition of Union Stewards and Officers**

- a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of Union stewards and officers. An officer or steward will assist any employee in preparing and presenting a grievance in accordance with the grievance procedure.
- b) The Union will notify the Employer in writing of the names of its officers and stewards before the Employer will be required to recognize them.
- c) The Employer agrees that stewards and officers will not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. No steward or officer will leave work without obtaining permission of the supervisor or Employer's designee. Permission will not be unreasonably withheld.

### **11.02 Definition of Grievances and Steps to Resolve**

Employees and supervisors are encouraged to settle any differences prior to the formal initiation of a grievance.

In the event that any difference arises between the Parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the discipline or dismissal of any employee and including any question or difference as to whether the matter is arbitrable, such question or difference will be finally and conclusively settled without stoppage of work in the following manner:

Grievances or differences will be first taken up within seven (7) working days that the grieving party is aware of such grievance or difference. At each step of the grievance procedure the grievor(s) will have the right to be present.

#### **Step 1**

The employee's Union steward and the immediate supervisor or the Employer's designate will discuss and attempt to resolve such grievance or difference. It is

the Union steward's responsibility to advise the supervisor or the Employer's designate, that the purpose of any discussion(s) is pursuant to a Step 1 Grievance. The supervisor or designate will respond in writing to the matter raised within five (5) working days of the initiation of discussions with the employee and Union steward. Failing satisfactory settlement, within three (3) working days of the supervisor's written response, the grievance may be moved to Step 2.

### **Step 2**

Grievances submitted at Step 2 will be stated in writing, together with the redress sought to the Secretary-Treasurer of the Employer or designate. The Parties will attempt to resolve the grievance within five (5) working days of the grievance being submitted to the Secretary-Treasurer. The Secretary-Treasurer will respond in writing within eight (8) working days of the receipt of the grievance. If satisfactory settlement is not reached at Step 2, the grievance may be referred to Step 3 within three (3) working days of the Secretary-Treasurer's written response. This referral must be in writing and will name the Union's Grievance Committee appointees.

### **Step 3**

Upon receipt of the referral to Step 3, the Employer will have five (5) working days to name the Employer's Grievance Committee appointees. Grievances referred to Step 3 will be dealt with by the Grievance Committee named by the Employer and the Grievance Committee named by the Union. Each committee will not exceed two (2) persons. This joint grievance committee will have five (5) working days to hear the issues from both Parties' perspective and then will attempt to reach a resolution. Such resolution will be stated in writing and if accepted by the Parties will be signed off by both Parties.

### **Step 4**

Failing satisfactory settlement at Step 3 within a further fifteen (15) working days of the appointment of the Employer's Grievance Committee appointees, either Party may refer the grievance to arbitration by notifying the other Party in writing.

## **11.03 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, including any question as to whether a person is included or excluded from the bargaining unit, or where a group of employees or the Union has a grievance, Step 1 and Step 2 of this Article may be bypassed.

## **11.04 Union and Employer May Institute Grievances**

The Employer and the Union will have the right to initiate a grievance. The Union will have the right to initiate a grievance on behalf of an employee, or group of

employees, as a group grievance. Such a grievance will be dealt with commencing with Step 2, Article 11.02.

**11.05 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without consent of the Union.

**11.06 Grievance on Safety**

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions will have the right to file a grievance at Step 2 of the Grievance Procedure for preferred handling.

**11.07 Grievance Advancement**

A dispute will be submitted to the subsequent step within five (5) working days of the conclusion of the time available at the previous step.

**11.08 Failure to Act Within Time Limits**

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

**11.09 Written Replies to Grievances**

Responses to grievances at all Steps will be in writing.

**ARTICLE 12: ARBITRATION PROCEDURE**

**12.01 Composition of Arbitration Board**

**a) Three Person Board**

When either Party requests that a grievance be submitted to arbitration, the request will be made in writing, addressed to the other Party of the Agreement. Within five (5) days thereafter, each Party will name an arbitrator to an Arbitration Board and notify the other Party of the name and address of its appointee. If the recipient of the notice fails to name an arbitrator, or if the two (2) appointees fail to agree upon a chairman within

five (5) days, the appointment will be made by the Director of the Collective Agreement Arbitration Bureau (or by the Minister of Labour if appropriate) upon the request of either Party.

**b) Single Arbitrator**

Notwithstanding the above provision, when a submission to arbitration has been made, the two (2) Parties may agree within five (5) days of the submission to submit the matter to a single arbitrator. In such a case, the Parties will choose the arbitrator within a further five (5) days. If they cannot agree, either Party may request the Director of the Collective Agreement Arbitration Bureau (or the Minister of Labour if appropriate) to make the appointment.

**c) Expedited Arbitration**

Any grievance that has not been resolved at Step 3, may be referred to expedited arbitration by the Party originating the grievance, within the timelines of Article 11.

All grievances except dismissals, suspensions or policy grievances may be referred to expedited arbitration. By mutual agreement a dismissal, suspension or policy grievance may be referred to expedited arbitration.

A single arbitrator will be chosen by mutual agreement.

The Parties will share equally the costs of fees and expenses of the arbitrator.

The expedited arbitrator will:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make a written decision

Expedited arbitration decisions will be of no precedential value and will not thereafter be referred to by the Parties in respect of any other matter.

The expedited arbitrator will have the same powers and authority as an Arbitration Board established under Article 12.01 above.

**12.02 No Grievance Denial**

No grievance will be defeated or denied by any formal or technical objection. The Board of Arbitration will have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which the Board of Arbitration deems just and equitable.

### **12.03 Arbitration Board Decision**

The decision of the Board of Arbitration will be final and binding on all Parties, but in no event will the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chairman of the Board to reconvene the Board of Arbitration to clarify the decision, which it will do within three (3) days.

### **12.04 Payment by the Parties**

Each Party will pay:

- 1) The fees and expenses of the arbitrator it appoints;
- 2) One-half the fees and expenses of the chairman.

### **12.05 Access to Witness and Premises**

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

## **ARTICLE 13: ALTERNATIVE TO ARBITRATION - SECTION 103 OF THE LABOUR RELATIONS CODE.**

### **13.01 Procedure**

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement John Kinzie, Vince Ready, Colin Taylor, or a substitute agreed to by the Parties, will at the request of either Party

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within thirty (30) days of receipt of the request; and for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

**13.02                      Costs Incurred**

Each Party to this Agreement will bear equally the cost incurred for payment of reasonable remuneration, travelling, and out-of-pocket expenses of the person named or the substitute. Application will be made for payment of one third by the Minister of Finance and Corporate Relations.

**13.03                      Explanatory Note**

The above provisions of Article 13 are meant to be an alternative to the Arbitration Procedure set out in Article 12.01. It is agreed that the provisions of Article 13 will be invoked only with mutual agreement of the Parties.

**ARTICLE 14:              LOCAL BARGAINING FUNDS**

**14.01**

The parties adopt the Provincial Framework Agreement, including item three (3) "Local Bargaining" in the 2019 renewal of the Collective Agreement.

**14.02**

The local annual allocation of \$64,792.39 is ongoing funding commencing July 1, 2020. The district is under no obligation to exceed the annual allocation.

**14.03**

Beginning July 1, 2020, the Employer will provide all Educational Assistants and School Clerical, staff with two (2) paid Professional Learning days.

- a) The fund will be used for professional learning, training and or skill development commensurate with the employee's role.
- b) Pay shall be a minimum of 5.5 hours at Program Specific Rate.
- c) Transportation between geographic locations shall be provided by the Employer where required.
- d) In the event an increase to staffing levels exceeds the budget as set out above, the Parties shall by mutual agreement adjust the Professional Learning Days.
- e) Residual unallocated funds at the end of any fiscal year will be utilized in the fiscal year immediately following.

#### **14.04 Annual Custodial Training**

Effective July 1, 2022, all custodial staff shall be entitled each year to participate in up to two (2) half-day training sessions, the subject of which shall be mutually agreed to by the Employer and the Union.

### **ARTICLE 15: DISCIPLINE, SUSPENSION AND DISCHARGE**

#### **15.01 Just Cause and Procedure**

- a) An employee may be disciplined or dismissed only for just and reasonable cause and only upon the authority of the Employer, or as provided in the Article dealing with probation. The department head may discipline or suspend an employee with or without pay but will immediately report such action to the Employer.

Such employee and the Union will be advised promptly in writing by the Employer of the reason for such dismissal, discipline or suspension.

Just cause will not include the refusal of an employee to cross the picket line of a legal strike, or refusal of an employee to deal with any business establishment involved in a legal strike. This provision will be inapplicable to any employee in respect of the employee's refusal to work or to cross such picket line if the employee has permission of the striking union to cross such picket line or to so deal.

- b) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee will be immediately reinstated in the employee's former position, without loss of seniority rating, and will be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties, or the Board of Arbitration if the matter is referred to such a Board.
- c) An employee considered by the Union to be wrongfully or unjustly discharged will be entitled to a hearing under Article 11 - Grievance Procedure, at Step 2.

#### **15.02 Burden of Proof**

In case of discharge and/or discipline, the burden of proof of just cause will rest with the Employer. In the subsequent grievance proceedings or arbitration

hearing, evidence will be limited to the grounds stated in the discharge or discipline notice to the employee.

**15.03 Adverse Report**

- a) An employee will be given a copy of any disciplinary documentation or adverse report placed on the work record in the personnel file for that employee. The employee's reply to such disciplinary documentation or adverse report will become part of the work record. An employee wishing to dispute any such entry will be entitled to recourse through the grievance procedure. When disputes are resolved in favour of the employee, the Employer will remove all references to the disciplinary documentation or adverse report.
- b) Failure to grieve any previous disciplinary documentation or adverse report or to pursue such a grievance to arbitration, will not be considered an admission that such discipline was justified.
- c) The record of an employee will not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse report provided there is no further documentation of discipline within that eighteen (18) month period. All adverse reports will be removed from the file at the request of the employee in writing, any time after eighteen (18) months from the incident date.

**15.04 Right to Have a Union Officer Present**

An employee will have the right to have a Union Officer present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action.

Where a supervisor intends to interview an employee for disciplinary and/or investigation purposes, the supervisor will notify the employee in advance of the purpose of the interview in order that the employee may contact a Union Officer to be present at the interview. The Employer agrees that the Union Officer may leave their employment for the purposes of attending interviews/investigation meetings with no loss of pay.

**15.05 Access to Personnel File**

An employee will have the right at any time during business hours to have access to and review that employee's personnel file and will have the right to respond in writing to any document contained therein which directly affects the employee.

Such reply will become part of the permanent record. The file will be opened in the presence of the Secretary-Treasurer or designee. Employees will not remove items from the personnel files. Supervisors who are included in the C.U.P.E. bargaining unit will not have access to personnel files.

## **ARTICLE 16: HOURS AND DAYS OF WORK**

### **16.01 Full-Time**

- a) The normal work week for all full-time employees will consist of five (5) days - Monday to Friday.
- b) The normal work day for all full-time employees, except clerical employees, will be eight (8) hours.
- c) The normal work day for all full-time clerical employees will be seven (7) hours.

### **16.02 Part-Time**

The normal assignment for a part-time employee is less than eight (8) hours (clerical seven (7) hours) per day and/or fewer than five (5) days per week.

### **16.03 Ten Month Employees**

Ten-month employees, full-, or part-time, are those assigned to work:

- a) on all days, or those days of the week stipulated in advance by the Employer, on which schools are in session for pupils.
- b) on those days when required to work by the Employer, when schools are not in session for pupils by mutual agreement or on sixty (60) days' notice by the Employer.

### **16.04 Four Hour Minimum Work Day**

- a) The Employer is committed to providing:
  - i) a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
  - ii) a minimum three (3) hours of work call-in for a casual employee.

- b) Exemptions from the four (4) hour minimum or in the case of (ii) above, three (3) hour minimum:
  - i) student/noon hour supervisors
  - ii) crossing guards
  - iii) small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
  - iv) other positions by mutual agreement
- c) The four (4) hours will be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.
- d) Bus Drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers will be completed within a period of twelve (12) consecutive hours.
- e) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours will be assigned as per the Collective Agreement.
- f) The four (4) hour minimum will begin or continue to be implemented immediately and completed no later than the commencement of the 2001-2002 school year.

**16.05                      Weekend Work**

A full-time employee directed by the Employer to work on a Saturday or Sunday will be paid double time (2T) for the hours worked.

**16.06                      Shifts**

- a) Except where special problems arise, the solution to which will be worked out by mutual agreement between the Union and the Employer, the normal work day of all full-time regular employees will be within:

Day Shift.....7:00 a.m. to 5:00 p.m.  
 Afternoon Shift.....2:30 p.m. to 12:00 midnight  
 Night Shift.....11:00 p.m. to 7:30 a.m.

Where an employee's shift overlaps, the employee will be considered to be working the shift where the greater number of hours are worked.

- b) When the working shift of a full-time regular employee is changed, twenty-four (24) hours notice will be given where possible. When the rest period

between shifts is not more than nine (9) hours, the employee will be paid time and one-half (1 1/2 T) for the first shift worked after the change and straight time for all other shifts on the changed schedule.

- c) Full-time employees (except clerical employees) working on afternoon shift, night shift, or split shift (i.e., any shift entailing a spread of more than nine (9) hours) will be paid for eight (8) hours but will work for seven and one-half (7 1/2) hours.

#### **16.07 Outside Organizations, Night Activities**

- a) For cleaning up where school facilities are used by outside organizations, the Employer will attempt to secure the services of competent, suitable persons other than those whose regular jobs are included in the bargaining unit.
- b) The Employer agrees that employees be notified forty-eight (48) hours in advance (except in emergency) of any night activities in schools where it is necessary to have a caretaker in attendance.

#### **16.08 Field Trips and Extracurricular Trips**

- a) The Employer will either provide meals and accommodations or reimburse employees for meals and accommodation expenses while on field or extracurricular trips at the Employer's discretion.
- b) An Education Assistant who, at the request of a supervisor, is participating in a field trip with students, will be paid for the hours actually worked or nine (9) hours, whichever is the lesser, for each day involved.

#### **16.09 Permission to Change Shift**

When school is in session, an employee on either a permanent night or afternoon shift will, once a month, after consultation with and receiving the approval of the employee's supervisor, have the option of working a day shift ending not earlier than 6:00 p.m.

#### **16.10 Compressed Work Week**

##### Principles

- Service levels should be maintained to students, public and within the School District.

- There should be no increased cost to the District of loss of benefits to participating employees
- Safety and security should be maintained.
- Participation in the program will be by mutual agreement between the employee (s), the Employer and the Union and may be terminated by any party to the program upon written application.

A compressed work week is available to full-time employees (thirty-five (35) or forty (40) hours a week) however, the Employer will also provide part-time/casual employees with compressed work week hours, provided the principles of the program can be satisfied.

When a compressed work week has been mutually agreed upon, the compressed work week will be a four (4) day work week and will be in effect for periods as agreed between July 1 and June 30 in a given year.

The compressed work week option is subject to the approval of the Employer, in consultation with the Union, and such approval will not be unreasonably withheld.

The compressed work week schedule will be arranged as follows:

- Eight (8) hours per day/forty (40) hours per week employees will work ten (10) hours per day, with rest periods in accordance with article 16.02.
- Seven (7) hours per day/thirty-five (35) hours per week employees will work eight hours and forty-five minutes (8:45) with rest periods in accordance with Article 16.02.
- Compressed hours will be pro-rated for employees working less than full-time hours.

NOTE: Day five (5) of a compressed work week (Monday to Friday) will normally be considered a day off, however, another day off during the work week may be substituted, as mutually agreed to by the Parties.

Unless otherwise noted, any/all paid premiums during a regular work schedule will continue to apply during a compressed work schedule.

Statutory Holidays or paid sick days count as days worked. Normal coffee breaks will continue to apply.

During a compressed work week, overtime will be calculated as follows:

- Time worked beyond ten (10) hours a day, forty (40) hours per week, (for clerical eight (8) hours and forty-five minutes (8:45) per day or thirty-five hours per week) will be at double time, in accordance with Article 17.02 a) i).

Employees interested in participating in the compressed work schedule will submit a written request to their immediate supervisor, copied to Human Resources and the Union before June 1<sup>st</sup> of each year. The Employer will review operation related to the request and advise the employee, copies to the Union, within 10 (10) working days, of the status of the request.

Any Party to this program reserves the right to discontinue participation upon thirty (30) days written notice.

**16.11 Modified Calendar**

No employee in a posted position will suffer a reduction in average earnings due to the adoption of a modified calendar.

**ARTICLE 17: WORKING CONDITIONS**

**17.01 Work Area Changes**

- a) Employees may be asked to work in any part of the District, in an emergency and for short periods only, away from their regular centre of duty, and living and travelling expenses of the employee will be paid by the Employer providing they are receipted.

Employees who are assigned work outside their normal geographic area will be reimbursed for travel and living expenses while on such projects. Travel time to and from the other geographic area will be considered time worked. Employees required to use their own vehicles will be paid travel allowance at the appropriate rate.

- b) Maintenance Trades employees required to work away from their home on an overnight basis will be paid an allowance of twenty dollars (\$20) per night for each night they are away from home to a maximum of sixty dollars (\$60) per week. This allowance is over and above any accommodation or board paid to the employees.

**17.02 Rest Periods**

- a) It is understood and agreed that all employees will be permitted to a fifteen (15) minute rest period within the shift provided two (2) hours are to be worked and are permitted a second (2nd) fifteen (15) minute rest period within the shift provided six (6) hours are to be worked. It is further understood and agreed that such period will be taken at times that will

cause, in the opinion of the supervisor, the least possible interference with the work in which the employees are engaged.

- b) Employees entitled to paid lunch breaks may be required to stay on site during the lunch break.

### **17.03 Non-Scheduled Bus Runs**

Bus drivers on a non-scheduled run will be required to take a one-half (1/2) hour lunch period.

## **ARTICLE 18: WAGES AND OVERTIME**

### **18.01 Pay Days**

The Employer will pay wages bi-weekly in accordance with Schedule A attached hereto and forming part of this Agreement. On the pay day each employee will be provided with an itemized statement of wages and deductions. NOTE: There will be a one (1) week period between the end of the pay period and the date upon which the employee is paid.

### **18.02 Overtime; Authority and Notification**

- a) "Overtime" is time worked beyond eight (8) hours (clerical seven (7) hours) in a day, or forty (40) hours (clerical thirty-five (35) hours) in a week.
  - i) Regular overtime rate will be double time (2T);
  - ii) No overtime will be worked without the specific authority of the Employer, except in an emergency.
- b) In the event overtime work is assigned to employees at a specific site it will be assigned first to those regular qualified employees at the site and then to others who may be available.

### **18.03 Call-Outs**

- a) In the event of a call-out (a requirement to report to work without prior notice) more than two (2) hours before an employee's regular starting time, or more than two (2) hours after an employee's shift ends, or on Saturdays, Sundays, or General Holidays, the employee will be paid a minimum of four

(4) hours at the regular overtime rate of double time (2T) as outlined in Article 17.02(a)(i).

- b)** Notwithstanding paragraph (a) alarm system call-outs will be paid at the rate of two (2) hours at the overtime rate, providing the call-out occurs on a working day between 6:00 p.m. and 11:00 p.m. and on Saturdays, Sundays and General Holidays between 9:00 a.m. and 11:00 p.m. When circumstances require the person to spend more than two (2) hours on the call, the overtime rate will apply for the total time worked.

#### **18.04 Time Off in Lieu of Overtime**

Subject to mutual agreement between employee and Employer as to the days to be taken off, an employee may accumulate overtime and call-out time and take time off in lieu of wages subject to the following:

- a)** The employee will indicate on the time sheet recording the overtime or call-out, that time off in lieu of pay is wanted
- b)** Employees will take a maximum of three (3) days at any one time, unless taken in conjunction with annual vacation;
- c)** Employees will give four (4) days written prior notice of taking more than one (1) day off under this section, twelve (12) hours notice for one (1) day;
- d)** For every hour of overtime worked, an employee will take two (2) hours off.
- e)** An employee will be paid instead of taking accumulated time off, if the employee so requests with notice of at least ten (10) working days.
- f)** Any accumulated overtime as at the end of the last pay period in August each year will be paid to the employee in the next pay period.
  - i)** any employee incurring overtime in July and August, may request to extend the timeframe for taking accumulated time off, by an additional two (2) months after the final August pay period. Such request shall not be unreasonably denied.

## **ARTICLE 19: GENERAL HOLIDAYS**

### **19.01 General Holidays and Payment**

**a)** All employees will receive pay for the following General Holidays:

- 1) New Year's Day
- 2) Good Friday
- 3) Easter Monday
- 4) Victoria Day
- 5) Canada Day
- 6) British Columbia Day
- 7) Labour Day
- 8) National Day for Truth and Reconciliation
- 9) Thanksgiving Day
- 10) Remembrance Day
- 11) Christmas Day
- 12) Boxing Day
- 13) Family Day

and any other day proclaimed as a General Holiday by the federal and/or provincial governments.

**b)** Payment for a General Holiday will be in proportion to the employee's average weekly hours assigned. For the purpose of this Article, all employees will have worked for or earned wages from the Employer at least eight (8) days in the thirty (30) calendar day period immediately prior to the General Holiday to qualify.

When any of these holidays falls on a Saturday, Sunday or school day, employees who would normally be entitled to the day's holiday with pay will receive a day's pay or an alternate day off with pay as agreed between the Union and the Employer.

**c)** Any time worked on a General Holiday will be paid at the rate of double time (2T), in addition to the employee's regular pay.

Employees may elect to take compensating day(s) off with pay at a time mutually agreed upon by the employee and Employer.

**ARTICLE 20: ANNUAL VACATIONS**

**20.01 Vacation Period and Minimum Vacation**

- a) For the purposes of this Agreement, the annual vacation period will run from July 1st to June 30th.
- b) Employees, during the first (1st.) calendar year of service, will accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees will receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings, whichever is greater.

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

**20.02 Vacation Entitlement**

- a) i) Employees will be granted a vacation with pay in accordance with the following schedule:

Continuous Service	Vacation Entitlement Employees	% Entitlement: Part-Time & 10 Month
After 2 years	3 weeks	6%
After 5 years	4 weeks	8%
After 6 years	4 weeks + 1 day	8.3% 8.4%
After 7 years	4 weeks + 2 days	8.7% 8.8%
After 8 years	4 weeks + 3 days	9% 9.2%
After 9 years	4 weeks + 4 days	9.4% 9.6%
After 10 years	5 weeks	9.7% 10%
After 17 years	6 weeks	11.5% 12%

- ii) Ten (10) month employees who do not normally work during school closures may elect to be paid vacation pay on the last pay day of the month in which the school closure for Winter and Spring break commences upon request to the Employer in writing at least twenty (20) working days prior to each school closure.

Vacation pay may be paid outside of the times listed in this article upon written request to the Employer with at least twenty (20) working days' notice prior to the requested pay-out date(s). Such

payment will be in conjunction with a regular pay period for a 10-month employee.

- iii) Twelve (12) month employees will have their vacation entitlement proportionately adjusted for an unpaid leave of absence in excess of twenty (20) working days. Their continuous years of service will not be adjusted.
- b) If a General Holiday falls or is observed during an employee's vacation period, they will be granted an additional day's vacation with pay for each such holiday in addition to the regular vacation time.
- c) Vacations will be taken at the mutual convenience of the Employer and employee with at least one (1) month's notice of the actual date to be given the Employer. Employees wishing to take vacation time of one (1) week or less will give the Employer at least two (2) weeks notice of the desired vacation date.

#### **20.03 General Holiday While On Vacation**

If a General Holiday falls or is observed during an employee's vacation period, the General Holiday will not count as a day of vacation.

#### **20.04 Requirement to Take Annual Vacation; Carryover**

Each employee with one (1) or more years of service will take the annual vacation to which entitled. Employees having at least ten (10) years of continuous service with the Employer may carry up to two (2) weeks of one (1) year's vacation over to the next year, or a subsequent year, to provide a longer vacation. Employees will not take such extended vacation more often than once in five (5) years.

#### **20.05 Scheduling of Vacations; Notice**

- a) i) Vacations will be taken within twelve (12) months of being earned, at the mutual convenience of the Employer and employee, with at least one (1) month's notice of the actual date to be given to the Employer, except for vacation during the months of July and August. Where employees wish to take their vacation during the months of July and August they will submit their request in writing to their supervisors by May 01 of that year. The supervisor will notify the employees of those approved vacations by May 15.
- ii) Employees wishing to take any vacation time which is one (1) week or less will give the Employer at least two (2) week's notice of the desired vacation dates.

iii) In the interests of efficiency and economy, employees will take vacations according to the following:

<u>Maintenance</u>	any time during the year
<u>School Clerical</u>	as desired July 1 - August 21
<u>Custodians</u>	July 1-September 1; Winter and Spring Breaks
<u>Bus Drivers</u>	July 1-September1; Winter and Spring Breaks
<u>Board Office C/A</u>	any time during year, limited to one person at any one time
<u>Board Office A/C</u>	any time during year, limited to one person at any one time

b) Employees may, however, take their vacation at any time of year within twelve (12) months after July 1st with the approval of the Employer. Employees not planning to take vacations within the above schedule are required to schedule their specific vacation date giving at least one (1) month's notice.

**20.06 Illness While on Vacation**

In the event that an employee is sick for a period of a week or more during the employee's annual vacation, the employee will be entitled to take the lost vacation period with pay at a different time, provided the period is charged against the employee's sick leave credits. The employee must provide a certificate from the employee's physician stating the employee would not have been able to work because of the sickness.

**20.07 Use of Vacation for Emergency**

Employees may, in the event of an emergency, take up to one (1) week of vacation without notice. Employees will be permitted use of vacation time in case of emergency in one (1) instance per calendar year.

## **ARTICLE 21: SICK LEAVE**

### **21.01 Accrual, Retention and Advances**

- a)
  - i) Effective July 1, 1991 current employees will have accumulated sick leave days converted to hours by multiplying days accumulated by seven (7) hours for clerical and eight (8) hours for all other employees.
  - ii) Effective July 1, 1991; sick leave credits for all regular employees on the basis of .0692 (The Employer agrees to round to two (2) decimal places) hours for each regular hour paid in the month (Note: this approximates one and one-half (1 1/2) days per month) will be accumulated. Sick leave credits will accrue in the following manner. Where in one (1) year, an employee has not had any sick leave, or only a portion thereof, the employee will be entitled to an accrual of one hundred percent (100%) of the unused portion of such sick leave credits for their future benefit.
  - iii) For the purpose of regular hours paid in the month in (ii) above, there will be sick leave credit accrual for all absences and hours of work, which would accrue service seniority.
- b) An employee given leave of absence, without pay, for any reason or laid off on account of lack of work and who returns to the service of the Employer within eighteen (18) months, will not receive sick leave credit for the period of such absence but will retain accumulated credit, if any existing at the time of such leave.
- c) An employee may be required to provide a medical certificate for any illness in excess of five (5) working days.
- d) An employee will be advised on written application to the School Board Office of the amount of sick leave credits to the employee's credit.
- e) When an employee who has completed probationary employment has, through illness, exhausted their accumulated sick leave, the employee will be entitled to draw upon an advance to a maximum of the equivalent of ten (10) regular shifts. This advance will be repaid through future accumulation of sick leave, or salary deduction if the employee leaves the employment of the Employer prior to repaying the advance.
- f) A casual or temporary employee, who has completed sixty (60) days on which paid and which fall within seven (7) consecutive pay periods, may use time worked to qualify for sick leave benefits. This right will expire at the end of six (6) months from the date on which the person last qualified unless the person has requalified on the same basis. Unless the person

has requalified, the six (6) month period is extended only on a month by month basis with a one (1) month extension for each calendar month in which ten (10) days or more are paid during and in consecutive months following the six (6) month period.

After qualifying; for each calendar month thereafter in which the person has been paid for ten (10) days, the person will be credited with sick leave credits in accordance with this Article for each regular paid hour in the month. Sick leave will be granted in accord with this Article provided the person either:

- i) commenced work that day and had to leave or
- ii) was at work the day prior and had been scheduled in advance to work on the day of the illness.

If a person becomes a probationary employee while qualified for this sick leave benefit, any unused credits will be added to the person's credits upon completion of the probationary period.

#### **21.02 Sick Leave Deductions**

- a) A deduction will be made from accumulated sick leave credits of all working hours exclusive of holidays absent for sick leave. Sick leave will be defined as leave with pay when an employee is unable to perform regular duties as the result of sickness, or injury, unless the sickness or injury has been found to be compensable, by the WorkSafe BC.
- b) The Employer, upon written request, will approve sick leave to enable employees to attend medical or dental appointments provided that it is not possible to schedule the appointments at times other than working hours. Such requests will be submitted at least five (5) working days in advance of the appointment, if possible. Sufficient sick leave will be approved to allow for the appointment and reasonable travelling time.

#### **ARTICLE 22: LONG SERVICE, RETIREMENT AND DEATH GRATUITY**

This article will apply to regular employees.

- 22.01** In the event of retiring or leaving the employment of the Employer after reaching an age within ten (10) years of minimum retirement age as specified in the Pension (Municipal) Act, and after a minimum of ten (10) years service with the Employer, the Employer will pay to the employee five (5) days pay for each year of service to a maximum of one hundred and thirty (130) days at the rate being paid to the employee at the time of

retirement. Benefits will be paid at any time within six (6) months after retirement, at the option of the employee.

**22.02** In the event of the death in service of an employee who has served the Employer continuously for three (3) years, the Employer will pay to the widow or widower or to the estate, two (2) months salary. If the employee has served the Employer continuously for ten (10) years, the Employer will pay five (5) days pay for each year of service to a maximum of one hundred and thirty (130) days at the rate being earned by the employee at the time of death.

**22.03** In the event of an employee with a minimum of ten (10) years service being permanently laid off because of total and permanent disability as defined in the Pension (Municipal) Act or because of staff reduction, the Employer will pay to the employee five (5) days pay for each year of service to a maximum of one hundred and thirty (130) days pay at the rate being earned by the employee at the time of retirement. This benefit will not be paid to the employee until after twelve (12) months after the lay off.

**22.04** **Retirement Interview**

An employee who is within three (3) years of attaining minimum retirement age as defined by the Pension Municipal Act will be granted, upon written request, one (1) day's leave with pay for the purpose of attending a pre-retirement interview/seminar.

**ARTICLE 23: LEAVE OF ABSENCE**

**23.01** **Union Leave - With Pay**

- a) i) The Employer agrees that where permission has been granted, three (3) employees (official representatives of the Union) may leave their employment temporarily in order to carry on negotiations, arbitration or grievance meetings. These employees will suffer no loss in pay for time so spent.
- ii) Where Union representatives are requested or required by the Employer to attend meetings, leave of absence without loss of pay will be granted, for up to three (3) Union representatives.
- b) Additional members may be approved by the Employer provided that there is no cost to the Employer for wages or benefits.

### **23.02 Union Work**

- a) Conventions: Leave of absence without pay and without loss of seniority will be granted (subject to operational requirements) to not more than five (5) members elected or appointed to represent the Union at union conventions. Such employees will receive the pay and benefits provided for in this Agreement and the Union will reimburse the Employer for regular wages for the period of absence.
- b) Work: Leave of absence without pay and without loss of seniority will be granted (subject to operational requirements) to not more than five (5) union members who are away from their normal duties attending to Union work. The Union will reimburse the Employer for the employee(s) pay and the cost of Employer paid benefits.

### **23.03 Compassionate Leave**

- a) In the event of death, imminent death, or tragedy in the immediate family, an employee may receive upon application to the Employer, a maximum of five (5) consecutive working and general holiday days without loss of pay in any one (1) circumstance. In the case of imminent death of a family member, the Employer may request medical substantiation.
- b) Immediate family is defined as an employee's parent, spouse, child, sibling,, parent-in-law, grandparents, grandchild, any step-relations of the preceding and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee will be entitled to special leave for one (1) day without loss of pay for the purpose of attending the funeral.
- d) Written application for such leave without loss of pay will be made at the earliest opportunity.

### **23.04 Leaves of Absence Without Pay**

The Employer may grant leave of absence without pay to any employee requesting such leave for good and sufficient cause.

#### **a) Education Leave**

- i) Educational Leave of up to two (2) years to attend a recognized post-secondary or trade institution provided that the employee has been employed with the Employer for five (5) consecutive years or

provided five (5) years have elapsed since the employee's return to work from a previously approved educational leave.

ii) Such leave will be requested in writing no later than two (2) months prior to the requested start date of the leave.

**b) General Leaves Without Pay**

i) Up to ten (10) days per employee per year on the employee's written request.

ii) Up to sixty (60) consecutive working days after five (5) consecutive years of employment with the Employer or after five (5) years have elapsed since the employee's return from a similar previous leave. Such leave will be requested no later than one (1) month prior to the requested start date of the leave.

c) Approved unpaid leaves of absence of up to and including sixty (60) working days per year will not affect benefits or conditions contained in the Collective Agreement.

d) The Union will be notified of any such requests and if they have been granted.

**23.05 Leave For Family Illness**

a) Two (2) days leave without loss of pay will be granted in any one (1) instance to enable an employee to attend to urgent matters arising when a member of an employee's immediate family is ill and no other family member is available. For the purpose of this Article, immediate family is defined as those persons covered in Article 22.03 (b).

b) If more than one (1) day is needed in any one (1) instance the employee will make arrangements by telephone with the supervisor and subsequently confirm the details in writing.

c) The employee will provide an explanation of the need for the leave and the Employer may also require substantiation by medical certificate.

d) The maximum leave allowed under this Article will be four (4) days per calendar year.

e) Family illness leave may be utilized to take immediate family to medical and dental appointments that cannot be scheduled on the employees regularly scheduled days off.

### **23.06 Jury and/or Court Leave**

An employee subpoenaed for jury duty or as a witness, and who is not personally involved in the case, will be granted leave of absence without loss of pay for this purpose for a period not exceeding ten (10) working days. In special circumstances the Employer may extend the time limit. The employee will turn over to the Employer any monies received (excluding payments for expenses) with respect to each of the days the employee is normally scheduled to work to a maximum of the amount the employee would normally have been paid for each of the days involved. The employee will provide a copy of the subpoena to the Employer.

### **23.07 Maternity and Parental Leave**

- a) Maternity leave will be provided in accordance with the Employment Standards Act of BC.
- b) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave will not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- c) A request for a shorter period under subsection (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (a), the Employer will, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive months, or a shorter period the employee requests, commencing on the specified date.
- e) Where an employee who has been granted leave of absence under this Article is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer will grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of twelve (12) consecutive months in addition to the initial six(6) month period.
- f) The Employer may require an employee to commence a leave of absence under Article 22.07 where the duties of the employee cannot reasonably be

performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

- g)** The service of an employee who is absent from work in accordance with this Article will be considered continuous for the purpose of increments, seniority, annual vacation, vacation pay and lay off and any pension, medical or other plan beneficial to the employee, and the Employer will continue to make payment to the plan in the same manner as if the employee were not absent where;

  - (i)** the Employer pays the total cost of the plan, or
  - (ii)** the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.
- h)** Upon return from maternity leave, an employee will be placed in her former position or in a position of equal rank and salary and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- i)** Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations on the expiry of the leave of absence, the Employer will, on resumption of operations and subject to seniority provisions in the Collective Agreement, comply with subsection (h).
- j)** An employee who has been granted leave for longer than eighteen (18) weeks, will confirm the wish to return to work at least two (2) weeks prior to the final date of the leave. Failure to give such notice and/or failure to return will be deemed to be resignation from the staff.
- k)** Adoption Leave will be granted on the same basis as Maternity Leave.
- l)** Parental Leave as per the Labour Code, (14 weeks).

**23.08 Pallbearer**

Employees will be entitled to one (1) day leave of absence with pay to attend a funeral as a pallbearer.

**23.09 Leave for Death of Student or Co-Worker**

Upon application in writing, an employee will be entitled to leave of absence without loss of pay to attend a funeral of a co-worker or a student with whom the employee has been directly working, on the following basis:

- a) One (1) day if the funeral is forty (40) kilometres or more from the employee's place of work.
- b) One-half (1/2) day if the funeral is forty (40) kilometres or less from the employee's place of work.

## **ARTICLE 24: BENEFITS**

### **24.01 General**

All benefits plans coverage, terms, conditions and specific eligibility requirements will be governed by the actual terms and conditions of the benefits plans as amended from time to time.

Any descriptions in this Collective Agreement are provided for the purpose of general information.

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000

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

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

### **24.02 Health and Welfare**

#### **a) Entitlement to Benefits**

- i) Regular employees and qualifying temporary employees as defined in Article 23.04, working fifty percent (50) or more, will be enrolled at the beginning of the month following successful completion of probation in the following health and welfare benefit plans.
- ii) Employees receiving the benefits of these plans at the date of this contract may continue to participate.
- iii) An employee drawing LTD benefits or WorkSafe BC benefits may continue on the health and welfare benefit plans. Employees drawing from WorkSafe BC have premiums shared in the normal ratio in the

first twenty-four (24) months, thereafter premiums will be paid one hundred percent (100%) by the employee.

- iv)** Employees in receipt of LTD benefits will have their benefits maintained and premiums reimbursed as outlined in PEBT LTD policy.
- v)** Employees on general leave may, upon written application to the Secretary-Treasurer remain on the health and welfare benefit plans for the period of the general leave. It is understood the employee will be required to pay one hundred percent (100%) of the benefit premium while on such leave.
- vi)** Temporary employees will be entitled to benefits in this Agreement if the position exceeds six (6) months.
- vii)** Casual employees are not entitled to benefits under this Agreement except as provided by Statute.
- b)** Medical Plan (Medical Services Plan of BC):
  - participation is voluntary;
- c)** Extended Health Benefits Plan:
  - Including vision care coverage for a total of three hundred (\$300) every twenty four (24) months (adult) and two-hundred and fifty (\$250) every twelve (12) months (children)
  - EHB Lifetime Maximum – one hundred thousand (\$100,00)
  - Hearing aids four hundred (\$400) per adult per lifetime and five hundred (\$500) per dependent child per five (5) calendar years
  - Change to deductible to \$50/\$50 (single /family)
- d)** Group Life Insurance Plan:
  - participation in regular plan is a condition of employment;
- e)** Dental Plan:
  - participation is a condition of employment unless covered by another policy;
  - coverage is:

Plan A	- 90% co-insurance
Plan B	- 80% co-insurance
Plan C	- 70% co-insurance
  - Adults covered
  - \$3,000 maximum benefit
- f)** Long Term Disability (LTD):
  - participation is a condition of employment;
  - employees pay one hundred percent (100%) of the premium;

- g) Employee and Family Assistance Plan:
  - all regular employees are eligible;
  - participation is a condition of employment;
- h) The Board will consult with C.U.P.E. before any change or renewal is made in the carriers for the individual benefit plans.

#### **24.03 Premiums**

Effective July 1, 1996 the Employer will pay one hundred percent (100%) of benefit premiums for the following plans; Medical, Extended Health Benefits, Group Life, Dental and Employee and Family Assistance.

#### **24.04 Pensions**

- a) Every eligible regular full-time employee will be enrolled in the Municipal Pension Plan when the employee first becomes eligible.
- b) All part-time, casual and temporary employees must be given the option of enrolling as members of the Municipal Pension Plan when the employee has completed two (2) years of continuous employment and has earnings of not less than thirty-five percent (35%) of the year's maximum pensionable earnings in each of two (2) consecutive calendar years. Eligibility and enrolment is pursuant to Municipal Pension Plan rules.

#### **24.05 Early Retirement Incentive**

The Employer agrees that should early retirement incentives be provided for any employee of the Board, consideration will be given to offering such incentive to employees within the jurisdiction of C.U.P.E. Local 779.

### **ARTICLE 25: GENERAL**

#### **25.01 Gender Neutral Pronouns Apply**

Gender Neutral pronouns will be used throughout the entirety of this Agreement.

#### **25.02 Retired Employee Provision**

Retired employees may be hired as casual labour or for substituting, provided that no other suitable labour is available. An employee about to retire may, on a year to year basis, apply in writing for, and may be granted a postponed retirement,

providing such postponement does not cause lay off or displacement of any regular employee.

**25.03 Flu and Hepatitis Vaccinations**

- a) The Employer will annually make available an opportunity for employees to receive a flu vaccination. The vaccination will be at the Employer's cost.
- b) Where an employee has direct contact with a student suffering from hepatitis, the Employer will make available an opportunity for the employee to receive a hepatitis vaccination. The vaccination will be at the Employer's cost.

**25.04 Uniforms/Rain Gear/Safety or Protective Clothing**

a) School Bus Driver Uniforms

The Employer will supply each school bus driver with two (2) standard uniforms upon commencement of employment and replace required parts every two (2) years. The standard uniform will consist of one (1) jacket, one (1) trousers, one (1) shirt and one (1) tie. Bus Drivers are responsible for cleaning their uniforms.

Except in emergencies, school bus drivers are expected to dress in the uniform supplied whenever driving a school bus.

b) Crossing Guards

The Employer will supply appropriate rain gear, reflective gloves and vest.

c) Coverall, Smocks and Lab Coats

Custodians, grounds and maintenance employees, Education Assistants and clerical assistants who require safety or protective clothing will have three (3) coveralls or three (3) smocks supplied when requested by the employee through and approved by the Principal or supervisor by either of the following methods:

- i) The coveralls, smocks or lab coats may be supplied by a rental firm and the cost paid by the Employer; or
- ii) The coveralls, smocks or lab coats may be purchased by the Employer, issued by the Principal or Supervisor, kept clean by the employee and replaced as required by the Employer.

**d) Safety Boots**

The Employer agrees to provide an allowance for regular employees to a maximum of two hundred dollars (\$200.00) annually or four hundred dollars (\$400.00) every second (2nd) year, towards the purchase of a new pair of steel-toed boots, where such boots or shoes are required by WorkSafe BC Regulations. It is agreed that the allowance will be payable upon proof of purchase and will not be payable more than once every calendar year or every second (2nd) year as appropriate.

**ARTICLE 26: SUBSTITUTING**

**26.01 Eligibility and Procedure**

- a)** Any regular employee who is temporarily required to accept responsibilities and carry out the duties of a position within the bargaining unit in a higher classification will be paid for the period in the higher classification as if promoted.
- b)** If a regular employee is required to substitute for an employee within the bargaining unit who is receiving a lower pay than the substituting employee, then the pay of the substitute will not be changed.
- c)** All substitutes who are not in the regular employ of the Employer will be paid at the going rate for the job for which they are employed.
- d)** All regular employees, if competent, will be given first opportunity to substitute where substitution is necessary, at the discretion of the Secretary-Treasurer of the Employer.
- e)** Regular employees who seek substitute work will file written notice with the Secretary-Treasurer of the Employer. The list will be compiled on the basis of seniority.
- f)** Where the Parties can ascertain that substitution(s) is longer than twenty (20) working days these positions will be posted in accordance with Article 9 of the Collective Agreement.

## **ARTICLE 27: TECHNOLOGICAL CHANGE**

### **27.01 Definition**

Technological change means:

- a) The introduction by the Employer of a change in its work, undertaking or business, or a change in equipment or material from the equipment or material previously used by the Employer in the work, undertaking or business; or
- b) A change in the manner the Employer carries on work, undertaking or business related to the introduction of that equipment or material.

### **27.02 Termination Effects of Technological Change**

If the Employer introduces a technological change that will directly result in the termination of employment of five (5) or more regular employees, the Employer will:

- a) Provide at least sixty (60) days notice to the Union, which provides details of the change;
- b) Upon request of the Union, meet to discuss the impact of the notice and endeavour to develop an adjustment plan pursuant to Sections 54 (1),(b),(i) through (vi) of the Labour Relations Code of British Columbia of 1994.

### **27.03 Training**

- a) Where, in the opinion of the Employer, additional skills, certification or license are required of an employee, the employee will be eligible for training. Such training will be provided without cost and with pay to the employee but the employee must become capable of doing the job within a time period mutually agreed to by the Parties.
- b) The Employer will pay the cost of an academic or technical course which is related to an employee's work, and which has been approved by the Employer prior to course registration on the basis of seventy-five percent (75%) of the fee upon successful completion of the course.

**27.04                      Lay Off**

If training out-lined in 26.03 (a) cannot be undertaken or successfully accomplished, the employee(s) will have the option of being laid off or taking severance pay pursuant to Article 7.11.

**ARTICLE 28:              PERSONAL AND SEXUAL HARASSMENT**

The Employer and the Union do not condone sexual and personal harassment. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.

Before proceeding to the grievance process the complainant may approach their supervisor, union representative or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

Any complaint or allegation of sexual or personal harassment at the workplace not satisfactorily resolved will be dealt with by the Parties through the grievance procedure. At the option of the grievor the grievance will be commenced at either Step 2 or Step 3 of the grievance procedure.

**28.01                      Definition**

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

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

## **28.02 Sanctions**

Sexual harassment will be treated as a serious offence subject to a whole range of disciplinary sanctions, up to and including discharge.

## **ARTICLE 29: SAFETY COMMITTEE**

### **29.01 Safety Committee**

A Joint Safety Committee will be established composed of two (2) representatives appointed by the Employer; and two (2) representatives of the employees comprising of two (2) appointed, selected or elected by Local 779 of the Canadian Union of Public Employees, (only one (1) of which will be a voting representative), and one (1) appointed, selected or elected by the Sea to Sky Teachers' Association. The Employer shall provide the committee with relevant health and safety information, including but not limited to incident reports and statistics, to support its work.

### **29.02 Reporting Unsafe Conditions, Safety Equipment and Clothing**

Employees are required to report immediately any unsafe equipment. Safety equipment and protective clothing will be available when employees are working on dirty or dangerous work jobs.

**29.03 Development of Policies Against Violence**

The Parties agree that all persons deserve a safe workplace free from violence and that the Employer and the Union shall work collaboratively to eliminate workplace violence in the district.

The Employer agrees to develop explicit policies for dealing with the problem of violence. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence.

The policies detailing the organization and arrangements for dealing with the problem will be part of the Employer's health and safety policy. The violence policy will be brought to the attention of all employees.

Employees reporting any incidence of violence in the workplace shall be afforded an appropriate amount of time, by the Employer, to do so with pay and free from their regular duties.

Workplace violence shall be a standing item within Labour Management Meetings.

**29.04 First Aid Certificate Allowance**

The Employer will pay an allowance as set out in pay Schedule A to an employee holding a valid First Aid Certificate, if appointed by the Employer as a First Aid attendant.

**ARTICLE 30: JOB DESCRIPTIONS AND RECONSIDERATION**

**30.01 Recognized Job Descriptions for the Bargaining Unit**

The Employer and the Union agree that the job descriptions as set out in the Job Evaluation Manual will be the recognized job descriptions for the bargaining unit.

**30.02 No Changes to Job Descriptions**

Existing Job Descriptions will not be changed except as provided for in the Job Evaluation Plan.

**30.03 Creations of New Job Descriptions and Reconsideration of Existing Positions**

When a new position is created by the Employer, or a reconsideration of an existing position is requested, the procedures to be followed will be as provided for in the Job Evaluation Manual.

**ARTICLE 31: SCHOOL BOARD EQUIPMENT**

**31.01 Use of School Board Equipment**

School facilities and equipment will be made available to C.U.P.E. for meetings and other C.U.P.E. activities provided normal booking requirements are met and normal booking procedures are used. C.U.P.E. agrees to reimburse the Employer for the costs of materials, telephone, photocopying and any other reasonable charges that accrue to the Employer from such use.

The Union will notify the Employer in writing of the names of the executive committee and shop stewards who will have authorization to use Board equipment.

**ARTICLE 32: JOINT CONSULTATION AND ADJUSTMENT PLANS**

**32.01 Composition**

A Joint Labour Management Consultation Committee will be established consisting of up to three (3) representatives of the Union and of up to three (3) representatives of the Employer.

The Parties agree to be bound by the provision of Section 53 of the Labour Relations Code.

**32.02 Purpose**

The Joint Labour Management Committee will concern itself with discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and will have the power only to make recommendations to the Union and the Employer.

### **32.03 Meetings**

The Joint Labour Management Committee will meet quarterly within the school year and once in June, or otherwise at the written call of either Party, for a stated purpose, within ten (10) days of the call. Representatives of the Union on the committee attending meetings will do so without loss of pay. Minutes of the meetings will be kept and will be distributed to the Parties.

Representatives of the Union on the committee attending meetings will do so without loss of pay. Minutes of the meetings will be kept and will be distributed to the Parties.

## **ARTICLE 33: TERM OF AGREEMENT**

### **33.01 Duration and Notice**

- a) This agreement will be for the period from and including July 1, 2019 to and including June 30, 2022 and from year to year thereafter subject to the right of either Party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (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 aforesaid, this Agreement will thereafter continue in full force and effect and neither Party will 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) The Union will give notice to strike (or until the Union goes to strike); or
  - ii) The Employer will give notice of lock-out (or the Employer will lock-out its employees); or
  - iii) The Parties will conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

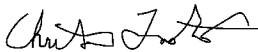
**33.02: Mutually Agreed Changes**

Any mutually agreed changes to this Agreement will form part of this Agreement.

**IN WITNESS WHEREOF:** The Employer has caused these presents to be sealed with the Seal of the Board of Education of School District No. 48 (Sea to Sky) and signed by the Chairman and the Secretary-Treasurer of the Board, and the Union has caused these presents to be executed on its behalf by the President and the Secretary of the Canadian Union of Public Employees, Local No. 779.

**SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 779**

THIS 9 DAY OF NOVEMBER, 2023.



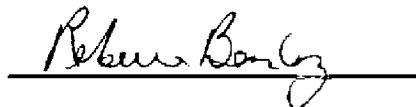
**Christina Forsyth  
PRESIDENT**



**Denise Morfini  
SECRETARY-TREASURER**

**SIGNED ON BEHALF OF THE BOARD OF EDUCATION, SCHOOL DISTRICT NO. 48  
(SEA TO SKY)**

THIS 7 DAY OF NOVEMBER, 2023.



**Rebecca Barley  
CHAIRPERSON**



**Chris Nicholson  
SUPERINTENDENT**

**APPENDIX A: SCHEDULE OF WAGES**

#	Position	01-Jul-21	01-Jul-22	01-Jul-23	01-Jul-24
		-	\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
38	Adult Education Assistant	\$26.63	\$27.75	\$29.62	\$30.22
2	Building Trades - Construction	\$33.47	\$34.81	\$37.16	\$37.91
15	Building Trades - Electrical	\$33.47	\$34.81	\$37.16	\$37.91
20	Building Trades - Mechanical	\$33.47	\$34.81	\$37.16	\$37.91
21	Building Trades - Painting & Decorating	\$33.47	\$34.81	\$37.16	\$37.91
3	Bus Driver **	\$27.01	\$28.14	\$30.04	\$30.64
34	Bus Driver/Groundsperson	\$27.01	\$28.14	\$30.04	\$30.64
36	Career Programs Assistant	\$27.97	\$29.13	\$31.10	\$31.72
37	Child & Youth Care Worker	\$28.86	\$30.05	\$32.08	\$32.72
4	Clerical Assistant - Education Department	\$28.73	\$29.92	\$31.94	\$32.58
5	Clerical Assistant - Elementary School	\$29.01	\$30.21	\$32.25	\$32.89
6	Clerical Assistant - Facilities & Services	\$27.25	\$28.39	\$30.31	\$30.91
7	Clerical Assistant - Reception	\$26.02	\$27.12	\$28.95	\$29.53
8	Clerical Assistant - School Services	\$27.75	\$28.91	\$30.86	\$31.48
9	Clerical Assistant - Secondary School	\$29.01	\$30.21	\$32.25	\$32.89
10	Clerical Assistant in Charge - Secondary School	\$30.13	\$31.36	\$33.48	\$34.15
46	Clerical Assistant - Reception / TOC Clerk	\$26.91	\$28.04	\$29.93	\$30.53
12	Cook	\$26.44	\$27.55	\$29.41	\$30.00
13	Custodian	\$26.59	\$27.71	\$29.58	\$30.17
14	Custodian/Delivery Person	\$26.09	\$27.19	\$29.03	\$29.61
15	Custodial Supervisor	\$28.20	\$29.37	\$31.35	\$31.98
33	General Accounting Clerk	\$28.21	\$29.38	\$31.37	\$31.99
17	Groundsperson	\$25.16	\$26.23	\$28.00	\$28.56
42	Labourer	\$23.53	\$24.55	\$26.21	\$26.73
19	Mechanic	\$33.47	\$34.81	\$37.16	\$37.91
22	Payroll Clerk	\$30.14	\$31.37	\$33.49	\$34.16
39	Payroll & Benefits Administrator	\$30.83	\$32.09	\$34.25	\$34.94
23	Supervisor of School Service	\$35.27	\$36.67	\$39.15	\$39.93
32	Transportation & Grounds Supervisor	\$33.31	\$34.65	\$36.99	\$37.73

#	Position	01-Jul-21	01-Jul-22	01-Jul-23	01-Jul-24
		-	\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
24	Education Assistant - Crosswalk	\$25.59	\$26.68	\$28.48	\$29.05
41	Education Assistant - E.S.L.	\$27.37	\$28.51	\$30.44	\$31.05
25	Education Assistant - French Language Programs	\$26.44	\$27.55	\$29.41	\$30.00
26	Education Assistant - Library	\$26.64	\$27.76	\$29.64	\$30.23
28	Education Assistant - Science	\$26.49	\$27.61	\$29.47	\$30.06
27	Education Assistant - Special Education (Program Specific)	\$27.49	\$28.64	\$30.57	\$31.18
29	Education Assistant - Special Education (Student Specific I)	\$28.32	\$29.50	\$31.49	\$32.12
35	Education Assistant - Special Education (Student Specific II)	\$29.43	\$30.64	\$32.71	\$33.36
30	Education Assistant - Supervision	\$27.49	\$28.64	\$30.57	\$31.18
44	Education Assistant - Teaching Kitchen	\$28.41	\$29.59	\$31.59	\$32.22
47	Education Assistant - Summer Programs	\$26.58	\$27.70	\$29.57	\$30.16
31	Teacher-On-Call Clerk	\$26.64	\$27.76	\$29.64	\$30.23
11	Technology Service Technician	\$30.89	\$32.15	\$34.32	\$35.01
48	District System Analyst 1	\$33.26	\$34.60	\$36.93	\$37.67
49	District System Analyst 2	\$32.11	\$33.41	\$35.66	\$36.38

**\* July 1, 2024 COLA adjustments will be confirmed by PSEC in March each year. 2024 COLA max is 1%.**

1. Education Assistant – Supervision rate shall be increased to match the Education Assistant – Program Specific Rate
2. All bus drivers\*\* shall be entitled to a one dollar twenty-five cent (\$1.25) per hour premium for any hours worked before 9AM or after 4PM.
3. Occupational First Aid Certificate \$500 per annum
4. Any other acceptable certificate \$200 per annum

## **LETTERS OF UNDERSTANDING**

### **LOU #1: Volunteer Agreement**

1. Both Parties agree there is a need to develop an on-going policy with regard to the activities of volunteers in the schools of the district.
2. Both Parties agree that volunteers provide an important role in the life of the education of children in our schools and that volunteers make a socially worthwhile contribution to society.
3. Both Parties agree that Administrators, Teachers, Support Staff, Volunteers and students must work together in harmony within the framework of the delivery of services to children.
4. Both Parties recognize the work normally performed by Support Staff as a regular part of their duties, as outlined in Schedule B of the Collective Agreement, will not be done by volunteers, except for the purposes of instruction normally performed by teachers, experimenting or emergencies, where regular employees are not available. Reference to historical practice will be made in determining a "regular part of their duties".
5. Both Parties recognize that volunteer services will be supplementary to the work of Support Staff and will not be scheduled on a regular basis.
6. Management and supervision of volunteers in schools is a responsibility of site based administration.
7. Both Parties recognize that there are certain activities in schools, which are shared, either wholly or partially, with administrators, support staff, teachers, volunteers and students. In order to clarify the role of volunteers in our schools both Parties agree that volunteers can participate in the following activities to assist regular staff:
  - instructional support for students, consistent with this letter of understanding, in the classroom, library, computer lab and other instructional areas of the school as requested by teachers and approved by the administrative officer.
  - prepare and deliver hot dog lunches
  - provide hot lunches
  - help with special events such as class/school parties, and/or Winter concerts
  - assist with bike rodeos
  - assist the public health nurse with shots/sight testing/hearing tests
  - do head checks for lice

- assist with sports days
- assist with cross-country runs
- help with Jump Rope for Heart
- assist with the Milk Run, Terry Fox Run, etc.
- assist with the swimming program
- field trips
- trips to Coast Mountain Outdoor School
- drive to events in their own personal vehicle
- fundraise for classroom or school
- help with book fairs
- help with fun fairs
- conduct bake sales and popcorn sales
- operate student concessions
- coach teams
- organize trips, e.g. year-end picnics organize food
- organize graduation events
- provide school food bank
- organize cultural events
- organize year-end parties
- mend costumes
- care for classroom pets
- make puppets
- supply science materials from home
- provide resource materials from home
- manage lost and found items
- support their own children
- participate in Pitch-In week
- decorate school windows at holiday time
- minor photocopying
- assisting with bulletin board development
- assisting in kindergarten rooms, specifically with food preparation
- doing arts, crafts with children on special occasions
- scribing children's stories in primary grades

The Parties agree that the above list will be reviewed at least once per annum and can be modified by mutual agreement.

The Parties agree that where a dispute may arise as to the appropriate activities volunteers may perform in district schools and a negotiated settlement cannot be obtained, the matter will be submitted to an independent third party for binding resolution.

The Parties agree to use John Thorne, Judy Korbin or Katherine Bruce as the independent third party or a substitute as agreed to by the Parties.

## LOU #2: General Holiday Pay

Signed Dec 19, 2006 / Revised Dec 3, 2013

The Employer and the Union agree on a without prejudice basis to the method of calculating the payment for a general holiday pursuant to Article 18.01b) for employees who have worked for or earned wages from the Employer at least eight (8) days of the last thirty (30) calendar day period immediately prior to the General holiday. General Holiday Pay will be calculated as follows:

1. Calculate the employee's total hours (excluding OT), and the total dollars earned (whether regular or extra, but not OT) in the 1st pay period immediately prior to the pay period in which the general holiday occurs.
2. Classify above hours into:

	Total Hours	Total Earnings
Total hours worked or earned wages in regular assignment as specified in letter of appointment.	A	B
Total hours worked over and above that specified in their letter of appointment.	C	D

3. Pay general holiday pay on regular assignment in accordance with the daily hours specified in letter of appointment (as noted in A and B above).
4. In addition to general holiday pay calculated in 3 above, pay general holiday pay on extra hours equal to D divided by 10.

### **LOU #3: Emergency School Closure**

(Signed March 26, 2007)

This letter of understanding applies to all 10-month employees employed in accordance with the terms of article 15.03 and outlines the procedure to be followed in all emergency school closure necessitated by circumstances beyond the control of the Employer. Examples of such circumstances include events of weather, power outage, fire, furnace breakdown etc.

- 1) Employees are expected to report to their school or department, unless notified otherwise by their immediate supervisor. It is the responsibility of the employee to ensure their contact information is kept current with the school district and their supervisor.
- 2) Employees will be paid for hours worked during an official school closure provided one of the following conditions has been satisfied:
  - a) the employee reports to work and works their regularly assigned daily shift.
  - Or
  - b) the employee is reassigned to an alternate location in accordance with article 7.09.
- 3) If 2 (a) or (b) is not possible or practical in the opinion of their supervisor, the supervisor and the employee will make arrangement allowing the employee to "make up" the equivalent time or the employee may opt to take the closure day as unpaid (an unpaid leave of absence form must be signed by the employee and submitted for approval). "Make up" time is to be within the same classification, is to be worked at a mutually agreeable time within 60 calendar days of the closure date and will be paid at an employee's straight time rate (overtime provisions are waived).
- 4) Employees who do not report to work, or who opt to waive their make-up time, will not be paid for the school closure. In such circumstances, employees may opt to use accrued banked time for this day.
- 5) Medical leaves to apply during a school closure will be processed as paid provided they are submitted and approved at least 24 hours prior to a school closure.
- 6) All school closures lasting longer than one-day will be handled in accordance with the terms of article 7.09, with no make-up time opportunity being provided.

This letter of understanding is agreed to on a without prejudice basis.

#### **LOU #4: Extra Hours Call Out Process**

Signed May 18, 2007 / Amended December 3, 2013

- The parties agree that all employees interested in being considered for extra hours are required to complete and submit the District's "Availability for Extra Hours & Substitute Work" Form.(attached)
- The parties agree that should any of the information provided on this Form change, it is the employee's responsibility to complete and submit an updated Form. (a minimum of once per year).
- The parties agree that the District's authorized substitute list will be established and maintained based on these submitted Forms and only those employees on the authorized substitute list will be considered for extra hours.
- The parties agree that such extra hours will be offered verbally by seniority to available, capable, part time employees as per Appendix C. Should an employee's regularly scheduled shift hours conflict with the required timing of the extra hours, the employee will be deemed unavailable for such extra
- The parties agree that the above is not intended to contravene any current provisions in the collective agreement.

**LOU #4(a): Form - Availability for Extra Hours And Substitute Work**  
**SCHOOL DISTRICT NO. 48 (SEA TO SKY)**

This will confirm that I \_\_\_\_\_, wish to have my name retained on the CUPE Authorized Substitute List for consideration of on-call assignments. This will confirm that I wish to be considered for on-call assignments in the following positions, in order of preference, which I am qualified for:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

I am available for work:		I can work in the following communities:
Mondays	Saturdays	Squamish
Tuesdays	Sundays	Whistler
Wednesdays		Pemberton
Thursdays		
Fridays		

I may be unavailable for on-call work at the following times for the following reasons:

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Contact Phone Number(s)

I understand that should any of the information provided on this form change, it is my responsibility to complete and submit an updated form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please return to:

Human Resources Department  
School Board Office

cc: Supervisor

**LOU #4(b): Custodial Substitution, Extra Hours and Article 15.06 (signed December 17, 2010)**

This letter confirms the details of the agreement reached between the parties on November 9, 2010 related to Grievances No. 5 & 6-2010. The parties agree to a full and final resolution on the following terms:

1. The Employer will make a one-time, without prejudice, payment totalling 50 hours at the custodial rate, less any applicable statutory deductions to the individual custodians identified, in the individual amounts outlined in the Union's list submitted on November 12, 2010.
2. The Parties agree that when a custodial is absent at a site and the Employer determines that substitution for them is desired, the Employer will first offer to "top up" part-time custodians at that site prior to offering hours to a casual custodian. The below example describes the procedure to be followed in the future:

Status	Regular Assignment	Day's Work Assignment	Day's Pay	Day's Service	Regular Assignment	Day's Work Assignment	Day's Pay	Day's Service
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	Starting Point				Procedure to Follow			
A. Regular	8.00	8.00	8.00	7.00	8.00	0.00	0.00	0.00
B. Regular	7.00	7.00	7.00	6.50	7.00	7.50	7.50	7.00
C. Regular	5.00	5.00	5.00	4.75	5.00	7.50	7.50	7.00
D. Casual	0.00	0.00	0.00	0.00	0.00	4.50	4.50	4.25
	20.00	20.00	20.00	18.25	20.00	19.50	19.50	18.25

3. If a custodian is absent, within its rights, the Employer may provide no or partial coverage for the absent custodian or in exceptional circumstances when it is not feasible to follow the procedures in #2, call in a casual custodial for any hours desired.
4. Part-time and casual employees are not entitled to the provisions outlined in article 15.06 c). Full-time (non-clerical) employees are contractually defined as those assigned to work 5 days per week, 8 hours per day. Employees assigned to work anything less than this amount are defined as part time. For example, if the Employer requires a casual or part time custodian to provide 7 hours of

service on a given afternoon shift, the Employer would be required to pay that employee 7.5 hours pay.

5. The Parties agree that the above resolution was made in good faith and is a compromise of a disputed claim.

**LOU #5: Exclusion of Casual Bus Drivers from Three (3) Hour Minimum Call-In**

This letter of understanding confirms that Casual Bus Drivers are excluded from the three (3) hour minimum call-in provision under Article 15.04 (a) (ii).

## **LOU #6: CUPE Local 779/Indigenous Education Programs re: Jurisdiction**

The parties agree that should any issue arise with respect to the application of the Aboriginal Education Programs as they relate to the CUPE Local 779 Bargaining Units, the Union and the Employer (including the District Principal, Aboriginal Education) will meet within five (5) working days to discuss and attempt to resolve the matter.

The Employer agrees to communicate annually, in writing, to all Principals, the Jurisdictional boundaries that exist between CUPE Local 779 bargaining unit and the Indigenous Education Program employees.

The employer agree that the Union representatives participating I discussions as noted herein will incur no loss of pay.

## **LOU #7: Custodial Workload Task Force**

The Employer agrees to create and maintain a supplemental document outlining a custodial workload formula and this supplemental document will be used as a guideline in determining custodial workloads.

The Parties agree that a Custodial Workload Task Force will be formed no later than January 1, 2015, to review custodial workloads. This task force will be comprised of two (2) representatives of the Employer and two (2) representatives of the Union. The Union representatives involved in the task force will incur no loss of pay.

The duties of the task force will be to meet, review and make recommendations to the Employer with respect to this supplemental document, taking into consideration the uniqueness of various schools, classrooms, etc.

Based on the task force review and recommendations, the Employer will consider, and where feasible, implement the changes to the custodial duties to reflect the suggested recommendations to the supplemental document.

The initial review and subsequent recommendations will be presented to the Employer and the Union no later than June 1, 2015. This date may be extended by mutual agreement of the Parties.

Employees will neither be required to cross any picket lines nor enter any building, property, or business where such a picket line is established under the Statutes of British Columbia or Canada. To refrain from crossing a picket line will not be considered a violation of this agreement, nor will it be grounds for disciplinary action.

## **LOU #8: Clerical Task Force**

By December 19, 2014 a working group will be established to review the clerical positions, qualifications for clerical positions and testing for clerical positions that are posted.

The working group will be made up of:

- Three (3) representatives of the Board of Education one of whom will be the Director of Human resources or delegate, a Principal and one other representative of the Board of Education as assigned by Superintendent or designate.
- Three (3) representatives of CUPE Local 779, one of whom will be the President of the Local or designate and two members of CUPE local 779

Other resources may be invited to attend the working group meetings as agreed to where it would be beneficial.

The recommendations will be presented to Admin Council no later than March 1, 2015 or at another mutually agreed upon time.

## **LOU #9: Continuity of Student Learning and Transfers**

The parties recognize that circumstances may arise where for continuity of student care and learning, an employee may be transferred in the same classification within the District. Every reasonable effort will be made to ensure no undue hardship is incurred by an employee due to the transfer. The Employer will consult with the union prior to making any adjustments under this provision.

Such cases may include:

- a) A student receiving one-on-one assistance
- b) the move of a student to a specialized program from one location to another
- c) student transfers within District 48 schools

The parties agree the following provisions will apply:

1. For the purposes of this Letter of Understanding, primary responsibility is identified as an Educational Assistants whose assignment is 60% or more with an identified Low Incidence student.
2. Educational Assistants holding regular positions effective the second week of November in a given school year with primary responsibilities supporting students with Low Incidence needs may be transferred from one location to another as needed for continuity of student learning.

## **LOU #10: SEA Qualifications and Credentials**

With respect to SEA Qualifications and Credentials for Education Assistants, this letter of understanding confirms that:

SEA Certification is a qualification identifying that an individual is trained and certified as an Education Assistant to work with students requiring learning services in SD 48.

SEA accredited programs constitute a core set of qualifications that generally comprise an array of diploma (60 credit) and certificate (25 - 45 credit) programs available at a number of BC public post-secondary institutions with these programs delivering courses leading to credits that generally can be used for SEA-type credentialing.

In BC, recognized institutions are, but not limited to:

Camosun College (Community Support and Education Assistant)  
North Island College (Education Assistant and Aboriginal Education Assistant)  
Capilano University (Special Education Assistant)  
Northern Lights College (Education Assistant)  
College of New Caledonia (Education Assistant)  
Okanagan College (Education Assistant)  
College of the Rockies (Education Assistant)  
Selkirk College (Classroom and Community Support Worker)  
Douglas College (Classroom and Community Support)  
Thompson Rivers University (Education Assistant and Community Support)  
Kwantlen Polytechnic University (Special Education Education Assistant)  
University of the Fraser Valley  
Langara College (Education Assistant)  
Vancouver Island University

SD 48 will recognize SEA Qualifications and Credentials (Certificate and Diploma programs) for Education Assistants from accredited post-secondary institutions as noted above, as well as those from outside BC where the accreditation is in keeping with the credentials and program requirements noted above.

Should provincial standards for Educational Assistants be set out, they will take precedent over this letter of understanding.

## **LOU #11: Temporary Positions as a result of Conditional Employment**

The parties believe that qualified staff are most suited to the role of enhancing student learning in our district. To this end, the parties agree that employees hired after the ratification of this agreement will be subject to temporary postings and deemed temporary until they have met the conditions of their employment.

As such, the following shall outline the process of when a posting of a regular position with no end date shall be converted to a temporary position with an end date for applicants as described above:

- a) When the Employer posts a Regular Position and a qualified applicant is not available, the Employer may consider other applicants.
- b) Postings filled as a result of a) above, after July 1, 2019, shall be deemed temporary in accordance with Article 2.01g.
- c) Should an employee obtain the minimum qualifications during the term of the assignment, the position will be awarded to them as per the terms of the original job posting and their regular seniority date shall be retroactive to the greater of the first date worked in the posting or any other calculation of seniority established within this Collective Agreement.

## **LOU #12: National Day for Truth & Reconciliation**

In the event that the provincial government declares Truth and Reconciliation Day as a different day than the federal government, the parties agree that only the provincial holiday will be observed.

## **LOU #14: Indigenous Cultural Leave Days**

1. Employees of Indigenous ancestry are entitled to up to two days leave with pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.
2. A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

## **LOU #15: Education Assistant – Special Education Wage Conversion**

### **WHEREAS:**

1. The Parties have agreed in the 2022 round of collective bargaining to convert the Education Assistant – Special Education (Student Specific 1) classification and replace with a single Education Assistant – Special Education position at the Education Assistant – Special Education (Student Specific 2) rate.

### **BE IT SO RESOLVED:**

1. The Parties agree that conversion into the new position, duties, and wage rate shall be on an opt-in basis for all current employees.
2. Employees who elect not to be converted shall be grandparented in their position, duties, and wage schedule until either the employee opts into an Education Assistant position or resigns from the District.
3. Wage increases for grandparented employees shall continue in line with the 2022-2025 Provincial Framework and any future agreements.
4. A grandparented employee who performs Student Specific 2 duties on a short-term basis of the employer's request shall be paid at the new Education Assistant (Student Supervision) wage rate.
5. Provisions of this Letter of Understanding shall be continue while any grandparented employees remain with the District or until mutual agreement is reached to terminate this letter by the Parties.
6. Prior to July 1, 2023, Employer shall provide the Union the ability to provide input on the planned communications to eligible employees about their ability to opt-in to the change and the implications of doing so.

## **LOU #16: CUPE Professional Learning Fund (“The Fund”)**

1. Effective July 1, 2024, and at the beginning of every school year thereafter, an amount of \$4805.05 shall be added to the Fund from the funds as established in the 2022-2025 Provincial Framework Agreement.
2. A joint committee shall be established from the Joint Labour-Management Committee to coordinate and govern the Fund. The committee shall be established of an equal number of Union and employer representatives, not to exceed three (3) members each.
3. The Parties agree that the joint subcommittee shall have the power to set and amend the terms of reference for the Fund, and to approve requests submitted to the Fund. The initial terms of reference shall be set no later than December 31, 2023.
4. Requests for training shall not be unreasonably denied.
5. Disputes arising between the Parties from the administration or governance of the Fund shall be subject to the grievance procedure as otherwise laid out in this Collective Agreement.
6. The Parties agree that intent of the fund is to make available additional funds for training to employees who bring to the Union and the Employer opportunities to enhance their skillsets. Priority shall be given to employees who have not otherwise been availed of training opportunities through the school district.

Surplus funds shall remain in the Fund. Members of the subcommittee shall have full access to reports on the use of the Fund, its current balance, and any surplus to be rolled into the next school year.

**APPENDIX B: Provincial Framework Agreement  
("Framework")**

**between**

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

**and**

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

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

**1. Term**

July 1, 2022 to June 30, 2025

**2. Wages Increases**

General wage increases as follows:

July 1, 2022: \$0.25 per hour wage increase plus an additional 3.24%

July 1, 2023: 5.5% and up to 1.25% COLA adjustment

July 1, 2024: 2.0% and up to 1.0% COLA adjustment

The COLA adjustments will be the annualized average of BC CPI over twelve months per paragraph 4 below

### **3. Wage Increase Retroactivity**

- a. Employees employed on the date of ratification who were employed on July 1, 2022 shall receive retroactive payment of wage increases to July 1, 2022.
- b. Employees hired after July 1, 2022 who were employed on the date of ratification, shall have their retro-active pay increase pro-rated from their date of hire to the date of ratification.
- c. Employees who retired between July 1, 2022 and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2022 to date of retirement.

### **4. COLA Adjustment**

The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in paragraph 2 of the Provincial Framework Agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

## 5. Public Sector 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, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
  
2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
  - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.

4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This paragraph 5 will be effective during the term of the K-12 Provincial Framework Agreement.

**6. Local Table Bargaining Money**

Provide ongoing funding to the support staff local tables in the amount of:

<b>Year</b>	<b>Amount</b>	<b>District Minimum</b>
2022/2023	\$11,500,000	\$40,000
2023/2024	\$13,800,000	\$50,000
2024/2025	\$17,800,000	\$60,000

This money will be prorated according to student FTE providing that each district receives the district minimum amount.

The district and local must reach agreement on its use and implementation as part of their local discussions. The money may not be used for a general wage increase.

**7. Provincial Labour Management Committee**

The parties agree to maintain a Provincial Labour Management Committee (PLMC) to discuss and problem solve issues of mutual provincial interest, including issues referred from provincial committees established under this Framework Agreement. 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 local grievances or have the power to bind local parties 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 provincial 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 2022 Framework Agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **8. 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) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;

- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;
- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) 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 update, not later than January 31, 2023, the terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Labour Management Committee (PLMC).

**Funding:**

Commencing July 1, 2022, there will be \$50,000 of annual funding allocated for the purposes set out above. Commencing July 1, 2024, there will be an additional \$1,000,000 of annual funding allocated for the purposes set out above.

**9. Safety in the Workplace**

The parties agree that prevention of violence in the workplace is of paramount importance. The parties commit to providing a healthy and safe working environment that includes procedures to minimize the risk of workplace violence, such as Individual Safe Work Instructions or equivalent and the obligation to report and investigate incidents of workplace violence.

**10. Provincial Joint Health and Safety Taskforce**

The provincial parties will establish a Provincial Joint Health and Safety Taskforce of not more than four (4) members appointed by CUPE and four (4) members appointed by BCPSEA. Each provincial party will consider the appointment of subject matter experts in occupational health and safety. Either provincial party may bring resource people as required, with advance notice to the other party. These resource people will be non-voting and at no cost to the taskforce. Costs associated with this Taskforce will be provided from existing SSEAC funds.

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;
- b) support the Support Staff Education Committee (SSEC) in the development of training related to the 2021 Workplace Violence Prevention Toolkit;
- c) provide a joint communication on the availability of training related to the 2021 Workplace Violence Prevention Toolkit for all Occupational Health and Safety Committees;
- d) review and update as required the Joint Health and Safety Evaluation Tool resulting from the 2019-2022 Provincial Framework Agreement;
- e) provide the reviewed Joint Health and Safety Evaluation Tool to each school district and local union;
- f) Identify and share best practices for the development of Individual Safe Work Instructions or equivalent.

## **11. Job Evaluation**

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

- Review the results of the phase one and phase two pilots and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Gather data from all school districts and match existing job descriptions to 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.
- Develop a methodology to convert points to pay bands - The confirmed method must be supported by current compensation best practices.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

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

It is recognized that the work of the committee is technical, complicated, lengthy and onerous. To accomplish the objectives, the parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) 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.

When the JE plan is ready to be implemented, and if an amendment to an existing collective agreement is required, the JE Committee will work with the local School District and Local Union to make recommendations for implementation. Any recommendations will also be provided to the Provincial Labour Management Committee (PLMC).

As mutually agreed by the provincial parties and the JE Committee, the disbursement of available JE funds shall be retroactive to January 2, 2020-

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 have been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the provincial parties regularly during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be referred to the PLMC.

Create a maintenance program to support ongoing implementation of the JE plan at a local, regional or provincial level. The maintenance program will include a process for addressing the wage rates of incumbents in positions which are impacted by implementation of the JE plan.

The provincial parties confirm that \$4,419,859 of ongoing annual funds will be used to implement the Job Evaluation Plan.

Effective July 1, 2022, there will be a one-time pause of the annual \$4,419,859 JE funding. This amount has been allocated to the local table bargaining money. The annual funding will recommence July 1, 2023.

## **12. Committee Funding**

There will be a total of \$150,000 of annual funding allocated for the purposes of the Support Staff Education Committee, the Provincial Labour Management Committee and the Provincial Joint Health and Safety Committee.

## **13. 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.

## **14. Benefits**

- a. Effective July 1, 2023, provide \$3 million dollars as ongoing annual funding to explore enhancements to the Standardized Extended Health Plan, including dental coverage, counselling and other improvements to benefits.

A one-time joint committee of up to four representatives appointed by BCPSEA and up to four representatives appointed by support staff unions will determine the enhancements to be implemented.

Any residual from the benefits standardization will be allocated to the Job Evaluation Fund.

- b. Effective July 1, 2023, provide \$1,000,000 one-time money to the PEBT to be 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 considerations, and relapse response.

## **15. Production of Local Collective Agreements**

BCPSEA commits to providing a draft 2022 local collective agreement which includes all negotiated updates, within 30 days of ratification by the local parties. The draft collective agreement will be provided in editable format with changes tracked for the local parties to review.

## **16. 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.

## **17. Unpaid Work**

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

## **18. Education Assistant Credential Standardization**

Should the Ministry of Education initiate discussions regarding standardized credentials for Education Assistants, the provincial parties will each send a letter to request participation in the process.

## **19. Provincial Framework Bargaining 2025**

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. \$250,000 will be allocated as of July 1, 2023.

## **20. Provincial Dispute resolution**

The provincial parties may mutually agree to refer a dispute under Provincial Framework Agreement to final and binding arbitration.

## **21. Funding**

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

## **22. Employee Support Grant**

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.

## **23. Adoption of the Provincial Framework Agreement**

The rights and obligations of the local parties under this Provincial Framework Agreement are of no force or effect unless the collective agreement has been ratified by both parties no later than January 25, 2023, or a later date as established by the provincial parties if the local parties are engaged in mediation.

Dated this 15th day of September, 2022.

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

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

**BC Public School Employers'  
Association**

"Paul Simpson"

"Leanne Bowes"

“Justin Schmid”

“Bruce Anderson”

“Kirsten Daub”

“Alan Chell”

“Jeff Virtanen”

“Kyle Uno”

“Gray Boisvert”

“Tammy Sowinsky”

“Tammy Carter”

“Rae Yu”

“Michelle Bennett”

“Richard Per”

“Patti Pocha”

“Ken Dawson”

“Denise Bullock”

“Nancy Brennan”

“David Bollen”

“Eric Harvey”

“Monica Brady”

“Alex Dounce”

“Warren Williams”

“Tim DeVivo”

“Jane Massy”

“Amber Leonard”

“Jason Franklin”

“Christina Forsyth”

“Tammy Murphy”

“Jeannette Beauvillier”

“Daun Frederickson”

“Tracey O’Hara”

“Katarina DiSimo”

Provincial Framework Agreement – Appendix A

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, 2022**

This Employee Support Grant (ESG) establishes a process under which employees covered by 2022 – 2025 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, 2022.

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 January 25, 2023 and,
  - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
  - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the

employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.

- b. The residual 25% of the employees' base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
- 4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.
- 5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
- 6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on 15<sup>th</sup> September, 2022 by:

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson

## APPENDIX C

### PROCESS FOR CENTRALIZED CALL OUT SYSTEM

- A manual centralized call out system and the agreed to amendment in Article 6.06 (a), will take effect January 1, 2014.
- It is the intent of SD48 that an automated centralized call out system will be implemented no later than September 1, 2014.
- Call outs will be offered in order of seniority as per LOU 4 ((a) except for Interpreter Education Assistant positions (for hearing and sight impaired students) when required. All other provisions as outlined in LOU 4 (a) will apply, save for the following:
  - Should an employee miss a call as noted above, the call –out person will make a notation on the log that a call was made as well as leaving a brief message (if possible) before moving to the next person on the list.
- The call out period each day will be between the hours of 7:00 am and 8:00 am and it is expected that employees will make themselves available Monday to Friday during that time to receive calls.
- An answering service number will be made available to all employees who book off after 4:00 pm. The Employer will also provide the employees with a contact number to advise their direct supervisor that they will not be in attendance at work for their upcoming shift.
- An updated copy of the District’s authorized substitute list and the centralized monthly call out log will be provided to the Union no later than the end of the first week of each following month.