



# **COLLECTIVE AGREEMENT**

Between

**The Board of Education  
School District No. 40  
(New Westminster)**

And

**The Canadian Union of Public  
Employees Local 409**

**Effective July 1, 2019 to June 30, 2022**

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THIS AGREEMENT made and entered into this 6 day of April 2019.20

**BETWEEN**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 40 (NEW WESTMINSTER),  
In the Province of British Columbia,**

**(Hereinafter called "the Board"),  
OF THE FIRST PART**

**AND**

**THE NEW WESTMINSTER SCHOOL BOARD EMPLOYEES' UNION,  
LOCAL 409, CANADIAN UNION OF PUBLIC EMPLOYEES,**

**Representing employees of the Board who are affected by this Agreement and for whom it has been  
certified as being the sole bargaining agency,**

**(Hereinafter referred to as the "Union"),  
OF THE SECOND PART**

WHEREAS The Board is an Employer within the meaning of the Labour Code of British Columbia;

AND WHEREAS the Union is a labour organization within the meaning of the Labour Code of British Columbia, and is the bargaining agent for employees within School District No. 40 (New Westminister) except employees included in the bargaining unit established by Section 5 of the Public Education Labour Relations Act and those excluded by the Code.

AND WHEREAS both Parties to this Agreement, in order to maintain the existing harmonious relationship between the Board and its employees, have agreed each with the other on the following for the orderly and expeditious consideration and settlement of all matters of mutual interest as follows:

# ARTICLE 1 – DEFINITIONS

## 1.01 Definitions

### (a) **Probationary Employee**

A probationary employee is a newly hired employee in their first four (4) months of employment. The employment of a probationary employee may be terminated by the Board at any time during this probationary period if in the judgment of the Board the probationary employee is considered to be not satisfactory by reason that the probationary employee has failed to meet the Board's standards of:

- (i) Production quality;
- (ii) Production quantity;
- (iii) Personal integrity;
- (iv) Ability to work in general harmony with others.

### (b) **Regular Full Time Employee**

A regular full time employee shall be defined as an employee who has served the probationary period and who is employed each working day during the calendar year on a full time basis.

### (c) **Full Time School Term Employee**

A full time school term employee shall be defined as an employee who has successfully completed the probationary period and who is employed each school day during the school year on a full time basis.

The Board may employ a full time school term employee each working day during the calendar year on a full time basis provided that the employee agrees. Such work arrangements shall be maintained as long as that employee remains in the position.

### (d) **Part Time School Term Employee**

A part time school term employee shall be defined as an employee who has successfully completed the probationary period and who is regularly employed during the school year on less than a full time basis. Included in this category are noon hour supervisors and crossing guards.

The Board may employ a part time, school-term employee each working day during the calendar year on a part time basis provided that the employee agrees. Such work arrangements shall be maintained as long as that employee remains in the position.

### (e) **Temporary Employee**

A temporary employee shall be defined as an employee who is employed to:

- (i) Work on capital projects;
- (ii) Relieve in established positions; and
- (iii) Augment the regular work force on seasonal projects.

Temporary employees shall receive seniority in accordance with the provision of Article 1.01 (h) Secondary Seniority and shall be entitled to regular seniority and all benefits under Article 3 upon completion of four (4) months of service or earlier as provided for in this agreement.

**(f) Casual Employee**

- (i) A casual employee shall be defined as an employee who has been employed on a day-to-day basis for relief or emergency work.
- (ii) A casual employee who works for more than four (4) continuous months shall be deemed to be a temporary employee as provided in 1.01 (e) above.
- (iii) The Board will not fill a position with a casual employee(s) for more than four (4) months by terminating and re-hiring an employee or by terminating and re-hiring a series of casual employees.
- (iv) Casual employee shall receive seniority in accordance with the provisions of Article 1.01(h) Secondary Seniority.
- (v) Upon attaining a regular, school term or temporary position a casual employee shall be credited with all time worked as a temporary and casual employee in the previous twelve (12) months.
- (vi) A casual employee shall not be entitled to benefits other than those to which he or she is entitled by reason of Statute.
- (vii) The Board shall complete the form attached as Schedule "D" for each casual employee hired and shall provide a copy of each completed form to the Union.
- (viii) The pay period for casual employees will close on the Friday, one week prior to payday, so that the payroll cheques will represent payment for time actually worked.

**(g) Seniority**

Seniority shall be defined as length of service in the bargaining unit. It is understood that for the purpose of defining "continuous service," a school term employee or any other employee who, because of Spring, Summer or Winter break, does not work those breaks, shall not be considered to have a break in their continuous service if they work immediately before and directly after the Spring, Summer or Winter break.

**(h) Secondary Seniority**

- (i) Employees who have been casual/temporary for the longest period of time shall be recognized as having the greatest amount of secondary seniority.
- (ii) Effective January 1, 2001 casual/temporary employees shall have secondary seniority for the purpose of applying for a regular or temporary position (via posting) and for the purpose of shift assignment, which includes assignment of available work.
- (iii) Secondary seniority shall be recognized once an employee works a total of sixty (60) shifts in any twelve (12) month period.

For the purpose of calculating the secondary seniority of an employee the total number of shifts worked since June 15, 2000 shall be used. A shift shall be defined as any day on which an employee has worked.



On December 1<sup>st</sup> and May 1<sup>st</sup> of each year, the Board shall post a secondary seniority list of all employees who have secondary seniority. This list shall be posted in each school and work area. A copy shall be forwarded to the Union. Any objection or question with respect to the secondary seniority of any employee will be settled within sixty (60) days of the list being posted.

- (iv) Secondary seniority shall be lost in the event the employee refuses or fails to respond to five (5) consecutive call-ins or call-outs in a school year or in the event that an employee is not called in or out for work for any twelve (12) month period or if the employee is terminated and not reinstated or if the employee terminates his/her employment with the Board. An employee who is unavailable for call-in or call-out shall notify the employer in advance in writing except in cases of emergency or illness. Unavailable shall include periods of taking a vacation in which case the employee shall notify the employer of the dates on which they are unavailable. Failure to provide such notification shall be deemed to be a failure to respond.
- (v) Employees who have attained secondary seniority shall be offered short-term work (work not requiring posting) for which they are qualified on the basis of their secondary seniority.
- (vi) For the purpose of filling temporary or regular positions, an employee who has secondary seniority and who applies for such a position, shall be considered for a temporary or a regular position after employees with regular seniority and prior to outside applicants. Outside applicants will only be considered after all internal applicants.
- (vii) In the event that a casual employee with secondary seniority is working in a casual assignment of specified duration when another casual, regular, term or temporary position arises, the employee shall complete the casual assignment before being reassigned unless the Parties agree on an earlier date.

(i) **Calculation – Anniversary Date**

The date of hire shall be considered the anniversary date when considering seniority of regular employees, full time employees and part time employees. Temporary and casual employees shall receive seniority in accordance with the provisions of Article 1.01(e) Temporary Employee and Article 1.01(h) Secondary Seniority.

(j) **Shifts**

Shifts shall be defined as follows:

- (i) Day Shift – A shift of eight (8) consecutive hours of work exclusive of meal times, completed by 7:00 p.m., Monday to Friday inclusive.
- (ii) Afternoon Shift – Afternoon shift employees shall receive eight (8) hours pay per shift, including one-half hour for mealtime and such shift shall be completed by 2:00 a.m., Monday to Saturday inclusive.
- (iii) Graveyard Shift – Graveyard shift employees shall receive eight (8) hours pay per shift, including one-half hour for mealtime and such shift shall be scheduled between the hours of 12:00 midnight and 8:00 a.m., Monday to Saturday inclusive. Such employees shall also be paid a differential of five (5) cents an hour.

(iv) **Special Shifts** – Maintenance and custodial employees may be employed on a shift other than the regular day shift. Such shift shall be a special shift and shall be defined as eight (8) consecutive hours in a twenty-four hour period.

(k) **Not in Session Days**

Any day during the September to June Board approved annual calendar, excluding winter and spring breaks, when students are not in school but other employee groups are working.

This may include, but is not limited to, professional development days, collaboration days, curriculum implementation days, and administration days.

## **ARTICLE 2 – WORKING CONDITIONS**

### **2.01 Hours of Work**

(a) **Hours of Work**

The hours of work for all employees listed under Schedule "A" shall not be more than eight (8) consecutive hours per day, five (5) days per week, Monday to Friday inclusive. The only exceptions to hours of work or shifts shall be those listed below. Shifts shall be as defined in Article 1.01 (j).

(b) **Exceptions**

(i) Up to three (3) Utility and/or three (3) Utility/Grounds employees attached to Maintenance and Operations, who shall not work more than eight (8) hours per day, five (5) days per week, Monday to Saturday inclusive, with two (2) consecutive days off, one of which shall be Sunday.

It is agreed between both Parties to this Collective Agreement that this provision shall not be deemed nor used as a precedent with respect to changing the hours or work week for any other classification, and it is further understood that all benefits accorded those on a Monday to Friday basis shall apply to those persons who work these exceptions.

(ii) Community Education employees shall not normally exceed seven (7) consecutive hours per day, Monday to Saturday inclusive. The hours shall be scheduled between 8:00 a.m. and 9:00 p.m., Monday to Thursday; and between 8:00 a.m. and 4:30 p.m., Friday and Saturday.

(iii) The hours of work for Clerical or Community Education employees may be increased by the Board from seven (7) hours to eight (8) consecutive hours provided that the incumbent in the position agrees to the eight (8) hours. Once the hours have been increased to eight (8) the position shall not be subject to a reduction in hours until the position is vacated by that incumbent.

## 2.02 Overtime, Banked Overtime and Call-out

### (a) Overtime

All time worked longer than seven (7), seven and one-half (7.5) or eight (8) hours per day shall be deemed to be overtime. Where conditions necessitate overtime, and where the work is authorized, such overtime shall be paid for at the rate of double time. Employees authorized to report to work before the start of their regular shift shall not be released from work before the end of their shift so as to avoid payment of overtime.

The Board shall keep overtime to a minimum and, except for the following, overtime shall be voluntary:

- (i) Emergency call-out; and
- (ii) Rental of Board premises.

### (b) Overtime Bank

All employees who are required to work overtime shall elect at the time of working such overtime either to be paid for or to receive compensating time off. The time sheet for that period shall record the election of the employee.

Time off in lieu of pay shall be taken at a time mutually agreed upon by the employee and the Secretary Treasurer or the designated senior manager. Additional accrued overtime shall be paid upon request, or by December 31<sup>st</sup> of the year in which the overtime was worked.

### (c) Call-Out

The Board agrees to pay regular employees a minimum of two (2) hours at overtime rates when they are called back to work after completing their regular shift but before the start of their next regular shift, save only that if the call-out is between the hours of 8:00 a.m. and 10:00 p.m. and for a period of less than thirty (30) minutes then only one (1) hour of overtime will be paid.

## 2.03 Lunches and Rest Periods

Lunch and rest periods shall be taken as follows:

- (i) Those working four (4) hour shifts shall take a ten (10) minute rest period.
- (ii) Those working five (5) hour shifts shall take one (1) ten (10) minute rest period and may take one (1) lunch period of up to sixty (60) minutes.
- (iii) Those working six (6) hour shifts shall take two (2) ten (10) minute rest periods and may take one (1) lunch period of up to sixty (60) minutes.
- (iv) Full time employees shall take two (2) ten (10) minute rest periods and one (1) lunch period of between thirty (30) and sixty (60) minutes.
- (v) Employees shall maintain their current lunch period unless it is mutually agreed to shorten or lengthen it.

## 2.04 Four-Hour Minimum

- (a) An employee reporting for work and starting work shall be paid a minimum of four (4) hours per shift, or the actual number of hours of work, whichever is greater.
- (b) The four (4) hours shall be consecutive, but may exclude up to a one (1) hour lunch period.
- (c) Exemptions from the four (4) hour minimum:
  - (i) Student/noon hour supervisors;
  - (ii) Crossing guards (minimum daily hours of work shall be two (2) hours);
  - (iii) Small schools with less than 50 students in which case a two (2) hour minimum shall apply;
  - (iv) Call-outs pursuant to Article 2.02(c);
  - (v) Hume Park Elementary, where the minimum daily hours of work shall be two (2) hours;
  - (vi) Other positions by mutual agreement.
- (d) The application of this Article may require the combining of jobs by the employer. Where the combining of jobs occurs for the purpose of this Article, the highest rate of pay of the combined positions shall be at the highest rate of pay for all hours worked in the position.
- (e) Where posting 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.

## 2.05 Additional Hours

Where an employee is required to work a shift longer than their posted hours the employee shall be entitled to bank the additional hours. The employee shall indicate their preference for either straight time pay, or banked time on the time sheet for that period.

The employee may take the banked additional hours as time off with pay, or request that the banked time be paid out. Banked additional hours shall be taken at a time mutually agreed upon by the employee and the Secretary Treasurer or the designated senior manager.

## 2.06 Education Assistants and Special Assistants

Education Assistants and Special Assistants who work six (6) hours or less per day and who are required by the teacher for consultation, and who otherwise are unable to meet during their normal working hours for whatever reason shall be granted up to one (1) hour per week with pay at the request of the teacher, and authorization of the principal, in order to meet for consultation at a mutually agreeable time or times.

Effective July 1, 2020, \$36,828 from the Support Staff Provincial Framework Agreement Local Table Allocation funds will be applied as a top up to EA and CCYW hours of no less than one (1) hour per week.

Should there be a surplus or shortfall to this amount, the Union and the District will negotiate the allocation of the top up funds to EA's and CCYW's for the specific school year.

## 2.07 Vacation and Holiday Periods

Annual vacations with pay shall be granted on the following basis:

- (a) Employees who have not completed one (1) year of service shall be granted one and one-half (1.5) days for each completed month worked to a maximum of fifteen (15) working days.
- (b) Employees who have completed their year of service prior to December 31<sup>st</sup> in any year will be entitled to holidays as listed below:

After one year	15 working days
After seven years	20 working days
After fifteen years	25 working days
After twenty years	30 working days
- (c) The annual vacations for Engineers, Custodians and Storekeepers shall be taken after the end of the first week in July each year and shall be completed prior to the end of the third week in August.
- (d) The following shall have the option of splitting their vacations into two (2) periods if approved by the Board through the Secretary Treasurer or the designated senior manager:
  - (i) Maintenance employees and Custodians entitled to four (4) or more weeks of vacation so long as it is within July or August;
  - (ii) Trades employees entitled to three (3) or more weeks of vacation; and
  - (iii) Clerical employees entitled to four (4) or more weeks of vacation.
- (e) Employees who do not qualify for three (3) weeks of vacation shall, upon request, be allowed sufficient leave of absence without pay so that they may enjoy a minimum of three weeks vacation.
- (f) On retirement, an employee shall be entitled to that portion of vacation pay due pro-rated for the period between his/her date of hire and the date of retirement.
- (g) Any full time employee shall also have the option of taking no more than two (2) weeks outside the months of July and August if approved by the Board through the Secretary Treasurer or the designated senior manager provided that no application for more than one (1) week shall qualify for consideration by the Board unless at least six (6) weeks of written notice is given.
- (h) School Term employees who have earned vacation pay shall receive this vacation pay during winter and/or spring school closures. Unless requested by the employee by March 1<sup>st</sup>, any vacation pay remaining after spring school closures will be paid out to eligible employees in increments on each pay period between the end of spring school closure and the end of the school year.
- (i) Employees shall be allowed to carry over one (1) week of vacation to the next year at the rate current when the vacation is taken provided that no employee shall take less than two (2) weeks of vacation per year.
- (j) The above notwithstanding, employees who wish to take leave for day(s) of cultural significance may do so by requesting a multiple or single vacation day(s) to the Secretary-Treasurer or designated senior manager. Such leave will not be unreasonably withheld, and a response to the request will be provided in writing or by email.

## **2.08 Holiday Forms**

These are supplied by the School Board and are to be completed and returned to the Secretary Treasurer or the designated senior manager's office no later than May 15<sup>th</sup> of each year in order that holiday schedules can be posted by June 1<sup>st</sup>.

## **2.09 Temporary Change of Shift**

Where a regular full time Maintenance or Custodial employee is required to change shifts on a temporary basis, the Board guarantees a minimum of forty (40) hours pay in each work week.

## **2.10 Occupational Health and Safety**

### **(a) Composition of the Committee**

In accordance with WorkSafe BC regulations, an Occupational Health and Safety Committee of four (4) shall be established at each site with equal representation from the Board and the Union. The Committee shall elect annually from its number a chair and a secretary, one of whom shall be a representative of the Union and the other of the Board.

### **(b) Function of the Committee**

The Committee shall assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the Occupational Health and Safety program and shall comply with the Regulations of WorkSafe BC.

### **(c) Meetings**

The Committee shall hold regular meetings at least once each month to review:

- (i) Reports of current accidents or industrial diseases, their causes and means of prevention;
- (ii) Remedial action taken or required by the reports of investigations and inspections; and
- (iii) Any other matters pertinent to occupational health and safety.

### **(d) Duties of the Committee**

- (i) Determine that regular inspections of the place of employment have been carried out, as required by WorkSafe BC Regulations.
- (ii) Determine that accident investigations are made, as required by the WorkSafe BC Regulations.
- (iii) Recommend measures required to attain compliance with WorkSafe BC Regulations and the correction of hazardous working conditions.
- (iv) Determine that structures, equipment, machinery, tools, methods of operation and work practices are in accordance with the WorkSafe BC Regulations.

- (v) Consider recommendations from the work force with respect to occupational health and safety matters and recommend implementation where warranted.
- (vi) The Health and Safety Committee shall have the right to stop any work considered unsafe or hazardous.

(e) **Safety and Health Reports, Records and Data**

The Board shall provide the members of each site-based Occupational Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month. In addition, the Board shall provide members of the Committee with other relevant health and safety records in the possession of the Board, including records, reports and data provided to and by WorkSafe BC and other government departments and agencies relating to health and safety.

(f) **District Committee**

Supplemental to the Site-Based Occupational Health and Safety Committees, a District Occupational Health and Safety Committee of four (4) shall be established with equal representation from the Board and the Union. The Committee shall elect annually from its number a chair and a secretary, one of whom shall be a representative of the Union and the other of the Board. The Committee shall review information from Site-Based Occupational Health and Safety Committee, advise the Board of Education on trends and concerns emerging across the School District, and provide recommendations for improving safety in work sites throughout the School District. The Committee shall meet five (5) times per year during the school term. Minutes of the meeting shall be recorded by the secretary and copies shall be forwarded to the Secretary Treasurer of the Board, or designate, and to the Union.

**2.11 Injury Pay**

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

**2.12 Other Regulations**

There shall be compliance with all other regulations contained in the *Workers' Compensation Act*.

**2.13 The Right to Refuse Unsafe Work**

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she or a member of the Occupational Health and Safety Committee believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations.

There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered to or permitted to work on a job that another worker has refused until the matter is investigated by the Occupational Health and Safety Committee and satisfactorily settled.

#### **2.14 Bank Deposits**

The employee responsible for making Board bank deposits shall, where a deposit exceeds one thousand (\$1,000.00) dollars, be entitled to have the deposit made by another employee or be accompanied by another employee.

#### **2.15 Sexual Harassment and Personal Harassment**

The Union and the Board recognize the right of all employees to work in an environment free from sexual and personal harassment.

- (a) Sexual harassment includes deliberate, repeated and/or unsolicited comments, gestures, or physical contacts with sexual overtones that can be reasonably interpreted to be unwelcome, offensive or objectionable, and to cause discomfort, humiliation or interference with the work performance of the complainant; and threats or reprisals or denial of employment opportunity for refusal to comply with a sexually-oriented request.
- (b) Personal harassment is defined as behaviour that may embarrass, injure, agitate, upset, or disturb an employee.
- (c) In the first instance, the complaint shall be investigated by the Secretary Treasurer or the designated senior manager of the Board and the President of the Union, or the President's designate and treated in strict confidence.

Failing resolution by the Secretary Treasurer and the President, the complaint may be grieved under the terms of the Grievance Procedure contained in the Collective Agreement and shall be dealt with at Step 4.

- (d) No employee shall be subject to reprisal or threat of reprisal as a result of filing a complaint under this clause. It is recognized, however, that false or malicious complaint may damage the reputation or be unjust to other employees and therefore disciplinary action may apply in cases where false or malicious complaints are lodged.
- (e) Neither the harasser nor the harassee shall be a member of any committee struck to resolve a grievance under this section.
- (f) Where an employee has been found under clause section (a) or (b) above to have committed sexual or personal harassment, the Board shall institute appropriate disciplinary action. No harassee shall be transferred without the harassee's consent. No transfer of the harassee shall result in a lesser rate of pay or shorter hours of work and every effort will be made by the Board to transfer the harassee into a comparable position.

#### **2.16 Report to Work and Minimum Payment (All Employees)**

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours and in the event work is available and the employee commences the same, a minimum of four (4) hours shall be paid.



## **ARTICLE 3 – EMPLOYEE BENEFITS**

### **3.01 Public Education Benefits Trust**

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

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

### **3.02 Pension**

(a) The following classification of employees shall be eligible for pension as set forth in the Municipal Pension Plan (MPP) rules:

- (i) "Regular Full Time Employees" as defined in Article 1.01(b).
- (ii) "Full Time School Term Employees" as defined in Article 1.01(c).
- (iii) "Part Time School Term Employees" as defined in Article 1.01(d) who have earned 35% of the Years Maximum Pensionable Earnings (YMPE) in the previous 24 months.
- (iv) "Temporary Employees" as defined in Article 1.01(e) who have earned 35% of the Years Maximum Pensionable Earnings (YMPE) in the previous 24 months.

(b) **Special Agreement**

In addition to the regular contribution of employees enrolled in the MPP, an additional one (1%) per cent contribution shall be made by the Board and matched by the employee and placed in the employee's annuity account.

(c) In the event of a regular full time, full time school term or part time school term employee being injured as a result of his/her employment with the Board, the Board will continue to pay the Board's portion of both pension contribution(s) as per Article 3.02 (a) and 3.02 (b) for such employees covered thereby for a period of six (6) months from the date of injury.

(d) On retirement, or upon leaving the services of the Board without a pension, such employee shall receive one (1) month's pay as a gratuity, provided the employee has been in the service of the Board for five (5) years immediately preceding the date of retirement.

(e) Employees enrolled in the MPP shall not be removed from the Plan because of a reduction of hours.

### **3.03 Service Recognition Pay**

One and one-half (1.5) days of pay for each year of service shall be paid to employees with at least eight (8) years of continuous service with the Board upon:

- Death in the service;
- Voluntary resignation;
- Retirement; or
- Wrongful dismissal by the Board;

Provided that employees retiring in their eighth (8<sup>th</sup>) year of continuous service shall be paid for eight (8) years of service.

### **3.04 Severance Pay**

If an employee is terminated by the Board for reasons of declining enrolment or budgetary constraints, the following provisions shall apply:

- (a) The employee shall have sixty (60) days within which to elect one of the following:
  - (i) To receive pay for service. The following schedule shall apply:
    - One (1) full year of service – two (2) days of pay;
    - Two (2) full years of service less one (1) day – two (2) days of pay for each year;
    - Three (3) full years of service – four (4) days of pay for each year;
    - Four (4) full years of service – four (4) days of pay for each year;
    - Five (5) full years of service, less one (1) day – four (4) days of pay for each year;
    - Five (5) years of service and over – eight (8) days of pay for each full year.
- (b) If, in the year when the employee elects to receive severance pay, the employee has worked less than a full year, the severance pay for that year shall be pro-rated on the basis of each full month worked, or:
  - (i) To be placed on the recall list.
- (c) If the employee elects to receive the severance pay provided in 3.04 (a) or 4.05 (d):
  - (i) There shall be no entitlement to Service Recognition Pay under 3.03 of this Article.
  - (ii) All seniority rights and all rights to recall under Articles 4, 5, 7, and 8 shall be forfeited.
- (d) If the employee elects to be placed on the recall list, seniority shall accrue for a period not exceeding one (1) year from the date of being placed on this list. If at any time during such year the employee is employed by the Board, the one (1) year limitation shall be extended by the duration of such employment.
- (e) If the employee elects to be placed on the recall list the employee shall, subject to the seniority limitation provided in (c), remain on the list for a period of two (2) years.

### **3.05 Group Life Insurance**

Upon being appointed, all employees, except casual employees, who qualify under the terms of the Group Life Insurance coverage then in force after four (4) months of continuous service. The Group Life Insurance coverage shall be the equivalent of twice the average annual salary of each employee except casual employees, the calculation of which average shall be made on the first work day in January of each year.

The Board agrees to contribute one hundred (100%) percent of the basic cost of this plan.

### **3.06 Medical Services Plan of British Columbia**

All employees will be eligible provided their applications are accepted by the Medical Services Plan of British Columbia. The Board agrees to contribute one hundred (100%) percent of the basic cost of this plan.

### **3.07 Extended Health Benefits**

The Board agrees to contribute one hundred (100%) percent of the cost of the Extended Health Plan through the Medical Services Association or other carrier as may be mutually agreed.

The Extended Health Plan includes:

- (a) The vision care option, which specifies two hundred and fifty (\$250.00) dollars as being the maximum amount claimable during any consecutive twenty-four (24) month period.
- (b) The hearing aid option for employees and dependents up to the age of seventy (70) for a maximum of five hundred (\$500.00) dollars per person in a five (5) year period.
- (c) A lifetime benefit of one hundred thousand (\$100,000.00) dollars.

### **3.08 Dental Care Plan**

The Board agrees to contribute ninety (90%) percent of the cost of a Dental Care Plan through the Medical Services Association or other carrier as may be mutually agreed upon, for regular full time, full time school term, and part time school term employees after four (4) months of continuous service that provides:

100% Plan A;  
60% Plan B;  
50% Plan C;

(Plan C will include member and/or dependent to age twenty-five (25) if attending school and a lifetime maximum benefit of \$4,000.00).

### **3.09 Noon Hour Supervisors/Crossing Guards**

Noon hour Supervisors/Crossing Guards shall receive 12% in lieu of all health benefits and save and except for long term Disability when they work 15 hours or more per week in accordance with the PEBT Plan Text.

**Effective, July 1, 2020, this amount shall increase to twenty percent (20%).**

### **3.10 Continuation of Benefits**

The employee who either resigns or retires and has served at least twenty-five (25) years with the Board or is fifty-five (55) years old, shall also have the option to continue benefit coverage to the age of 65 if he/she pays one hundred (100%) percent of the premiums.

### **3.11 Sick/Medical Leave**

- (a) (i) All employees classified under Article 1.01(a) and (b) will be allowed eighteen (18) days per annum for sick leave with full pay, subject to the production of a certificate of such illness or quarantine exceeding three (3) days and signed by a duly qualified medical practitioner. Provided, in the case of a regular full time employee whose sick leave in any year is less than the aggregate allowance, the unused portion of this allowance shall be treated as cumulative to the extent of one hundred (100%) percent of such unused portion of it without limitation to the number of days used in any one year.

**Effective July 1, 2020, the allowed days per annum for sick leave with full pay shall increase to nineteen (19).**

- (ii) At the end of each calendar year, the Board shall provide a statement of accumulated sick leave to each employee.

(iii) The Board shall pay the cost of any medical certificate required under this Article.

- (b) (i) All term employees will be allowed sick leave with full pay on the basis of a minimum of fifteen (15) days per calendar. They shall be credited with additional days and hours in proportion to their hours and or days worked.

For the purpose of clarification, the additional sick medical leave does not include overtime.

**Effective July 1, 2020, the allowed days per annum for sick leave with full pay shall increase to sixteen (16).**

(ii) In the event a term employee has unused sick leave to his credit at the end of the then calendar year, he shall be credited with one hundred (100%) percent of such unused portion of it without limitation to the number of days used in any one year.

(iii) A medical certificate must be produced for any absence after three (3) days upon request of the Secretary Treasurer or the designated senior manager of the Board.

(iv) The Board shall pay the cost of any medical certificate required under this Article.

- (c) All temporary employees shall be entitled to one and a half (1.5) sick days of leave per month in proportion to their hours worked.

- (d) If the duration of the leave taken under Article 3.10 (a), (b), or (c) is five (5) or less days and the medical practitioner treating the employee refuses to complete a certificate, the entitlement of the employee to sick leave with full pay will be subject to completion by the employee of a Statutory Declaration which complies with the forms of Schedule "C". The Board shall pay the cost of any medical certificate or Statutory Declaration required under this Article. (A copy of Schedule "C" is attached).

- (e) Employees who have exhausted accumulated sick leave will be entitled, subject to the terms of the various plans which include Medical Services Plan, Extended Health Plan, Dental Plan and Group Insurance, to be covered by such plans up to six (6) months, provided the employee pays his or her share of premiums.

**Effective July 1, 2020, employees on LTD are eligible for benefits as referenced in Articles 3.06, 3.07, and 3.08.**

- (f) A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half (0.5) day.

**Effective July 1, 2020, this Article shall read:**

**A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave, according to the actual period of absence.**

- (g) **Illness in Family**

A regular, probationary, term or temporary employee may have deducted from accumulated sick leave his/her absence from work for a period not exceeding five (5) days per calendar year which results from the illness of a child, spouse, common law spouse including those of the

same sex, or significant other, provided that the following are first delivered to the Secretary Treasurer or the designated senior manager of the Board.

- (i) A certificate signed by a duly qualified medical practitioner confirming that the patient requires home care; and
- (ii) A written statement from the employee confirming that there is no person other than the employee capable of providing such care.

The Board shall pay the cost of any medical certificate required under this Article.

(h) **Recovery of Sick Pay – Insurance Settlements**

An employee, who has used up any portion of his/her sick leave entitlement because of a non-compensable sickness or accident, may at her/his option have all or part of the sick leave entitlement restored upon payment to the Board when and if the employee receives a settlement from a third party.

**3.12 WorkSafe BC Additional Benefit**

- (a) A regular maintenance or clerical employee who is hurt on the job shall be compensated by the Board up to a period of six (6) months from the date of the accident for the difference between his/her regular pay and that received from WorkSafe BC. The Board shall contribute payment of the employer's service contribution.
- (b) The Board shall abide by WorkSafe BC Regulations.
- (c) No employee shall have his/her vacation entitlement reduced as a result of being on WorkSafe BC.
- (d) For the next six (6) month period at his/her regular rate of pay, with the difference between the WorkSafe BC benefits and his/her regular rate of pay being charged to sick leave where such sick leave credits have been accumulated.
- (e) Having exhausted all sick leave, or at the end of twelve (12) months, the Board shall not supplement the payment made by WorkSafe BC.

**3.13 Bereavement Leave**

- (a) (i) A regular, probationary or casual employee, shall be granted a maximum of five (5) days of leave without loss of pay in the case of the death of a husband, wife, common law spouse including those of the same sex, child, foster child, guardian, parent, parent-in-law, grandparent, brother, sister, son-in-law, daughter-in-law, or grandchild. **These days will ordinarily be taken consecutively for the family's grieving practices or cultural practices. The above notwithstanding, an employee who wishes to split the bereavement leave may make such a request to the Secretary Treasurer or the designated senior manager. Such request for leave will not be unreasonably denied.**
- (ii) On written application to the Secretary Treasurer or the designated senior manager, an employee in 3.13 (a) (i) above may be granted a maximum of five (5) days of leave without loss of pay in the case of the death of any other person deemed a significant other. Such request for leave will not be unreasonably denied.

- (b) A regular employee shall be granted one (1) day without loss of salary or wages to attend a funeral as a pallbearer or mourner, provided such employee has the consent of the Secretary Treasurer or the designated senior manager.
- (c) On written application to the Secretary Treasurer and/or the designated senior manager, consideration will be given to additional time off in bereavement situations not included in the (a) and (b) above, without loss of salary or wages.

### **3.14 Leave of Absence**

#### **(a) Leave of Absence for Union Business**

Time off without pay may be granted to an employee who is an official representative of the Union upon application to and permission of the Secretary Treasurer or the designated senior manager when it becomes necessary to transact business in connection with matters affecting members of the Union. The Board will continue to pay the wages and benefits provided in this agreement and will bill the Union accordingly.

#### **(b) Leave of Absence for Full Time Union Business**

An employee elected or selected by Local 409 for a full time position with the Local shall be granted leave of absence on the following conditions:

- (i) The leave is requested by the Local in writing.
- (ii) The request allows the Board adequate notice to employ a suitable replacement.
- (iii) On return from leave of absence, the employee shall be appointed to the first vacant position for which the employee is qualified with seniority to when the leave commenced.
- (iv) The Local shall request in writing each year a renewal of the leave; otherwise, the same will terminate.
- (v) On compliance with the foregoing conditions herewith, the Board will continue to pay the wages and benefits required under this Agreement provided that in each month the Union repays all such monies to the Board.

#### **(c) An employee elected or selected to a full time position with an affiliate of the Union shall be granted leave of absence without pay or benefits and with seniority to when the leave is commenced, subject to the following conditions:**

- (i) The leave is requested by the employee in writing.
- (ii) The request allows the Board adequate notice to employ a suitable replacement.
- (iii) On return from leave of absence, the employee shall be appointed to the first vacant position for which the employee is qualified with seniority to when the leave commenced.
- (iv) The employee shall request in writing each year a renewal of the leave; otherwise the same will terminate.

(d) **Leave of Absence for Public Office**

In recognition of an employee's right to participate in public affairs the Board shall, upon written request, grant leave of absence without pay to an employee running for public office. If the leave does not exceed five (5) working days in total, the Board will continue to pay its share of the employee's benefits; otherwise, the entire cost of such benefits shall be paid by the employee.

An employee elected to public office shall be granted leave of absence without pay or benefits. On return from leave of absence the employee shall enjoy the same seniority as when the leave commenced.

(e) **Leave of Absence - General**

Time off without pay for a period not exceeding three (3) months shall be granted to an employee upon written application to and with the permission of the Secretary Treasurer or the designated senior manager of the Board. Such permission shall not unreasonably be withheld. The Board will continue to pay its share of the employee's benefits during such a period. This leave shall not be used for purposes of working elsewhere.

(f) **Leave of Absence - Education**

Employees shall be entitled to an educational leave without pay of up to one (1) year to attend a recognized post secondary or trade institution provided that the employee has been employed with the Board for two (2) consecutive years or provided that two (2) years have elapsed since the employee's return to work from a previously approved educational leave.

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

(g) **Paid Leave of Absence**

Employees shall be allowed up to one (1) day leave of absence with pay and without loss of seniority and benefits to obtain his/her Canadian citizenship.

**3.15 Insurance – Employees Tools'**

The Board agrees to insure employees' tools where used on the job against loss by fire and theft during working hours.

**3.16 Metric Conversion**

The Board shall repay any costs incurred by an employee as a result of metric conversion.

**3.17 Wet Weather Clothes and Footwear**

(a) The Board agrees to supply wet weather clothes and rubber boots for employees of the grounds staff and crossing guards.

(b) The Parties have agreed that all employees required to wear safety footwear shall receive an annual premium of one hundred (\$100.00) dollars. This allowance shall be paid in October of each year.

- (c) The Parties have further agreed that the following employees shall be entitled to this allowance, as well as any employee who is advised by the WorkSafe BC that they must wear safety footwear.
- Trades workers
  - Grounds Workers
  - Utility Workers
  - Storekeeper

### **3.18 Pregnancy and Parental Leave**

- (a) (i) Upon an employee's delivery to the Board of a certificate of a duly qualified medical practitioner stating such employee is pregnant and that delivery of the child will probably occur on or about a specified date, the Board shall permit such employee to be absent from work at any time or times chosen by such employee during the six (6) week period immediately preceding that date and following that date for a maximum period of **eighteen (18) months**.
- (ii) An employee may in the event of the birth of the employee's child take unpaid parental leave of up to **eighteen (18) months**.
- (b) The Board shall not dismiss an employee or give notice of dismissal of an employee because of absence authorized by (a) hereof or for any reason arising out of that absence, until and unless the employee has been absent for a period in excess of the total leave provided for in this Article. The onus of proving that the reasons for the dismissal of an employee is not his/her absence as authorized by (a) above or any reason arising out of that absence is on the Board.
- (c) Apart from the leave to which an employee is entitled under (a) above, an employee may apply for and obtain pregnancy leave commencing no more than six (6) months prior to the expected birth of a child, providing that such application is given in writing to the Secretary Treasurer or the designated senior manager of the Board at least thirty (30) days prior to when the leave is requested to commence.
- (d) The total period for which leave following delivery is granted under (a) shall not exceed **eighteen (18) months**.
- (e) All employees on leave under (a) above shall notify the Secretary Treasurer or the designated senior manager at least thirty (30) days prior to the date upon which the employee intends to return from the leave.
- (f) An employee on pregnancy or parental leave who fails to notify the Board of their return to work within **seventeen (17) months** following the beginning of the leave shall be deemed to have resigned from the employment of the Board.
- (g) In the case of an employee wishing to return to work prior to the requested date of return to work the employee shall give the Board thirty (30) days notice thereof.
- (h) If the Secretary Treasurer or the designated senior manager considers the work of the employee to be injurious or dangerous to the health of the employee, he may require such employee to take an earlier pregnancy leave which, however, shall not commence more than six (6) months prior to the expected birth of the child.



- (i) The word "leave" wherever used in this Article shall be deemed to mean the right to be absent from work without pay, to suffer no loss of seniority or benefits and shall require the Board to pay its share of the benefits of such employee.
- (j) If an employee adopts a child, whom is in the care of the employee, then the employee shall be entitled to all the parental leave otherwise available under this Article.
- (k) Pregnancy or parental leave shall only be available to employees who have completed more than four (4) months of service with the Board.
- (l) An employee on pregnancy or parental leave shall be entitled to paid sick leave during the period of such leave upon presentation of a medical certificate.
- (m) In the absence of language in the Collective Agreement, relevant Sections of the Employment Standards Act shall apply.

### **3.19 Paternity Leave**

Leave of absence with pay for five (5) days shall be granted for paternity leave. Leave granted under this Article 3.18 shall be granted by the Secretary Treasurer or the designated senior manager upon receipt of a verbal or telephone request or upon the submission of an application for leave of absence. Employees who verbally request such leave shall on return from paternity leave submit a written application for the leave.

### **3.20 Statutory Holidays**

All employees classified under Article 1.01(a), (b), (c), and (d) shall be paid or time off with pay shall be granted for holidays that may be declared by the Federal, Provincial, or Municipal governments. Employees under Article 1.01(e) shall receive statutory holidays, which fall during their period of employment. For the purposes of this Agreement, "statutory holidays" means:

New Year's Day  
 Family Day  
 Good Friday  
 Easter Monday  
 Victoria Day  
 Canada Day

BC Day  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day  
 Christmas Day  
 Boxing Day

When any of the aforementioned statutory holidays fall on a Saturday or Sunday, the employee shall receive the following Monday off with pay.

When any of the aforementioned statutory holidays fall on an employee's scheduled day off, or should an employee be required to work on a statutory holiday because the statutory holiday is on a regular school day, the employee shall receive another day off with pay at a time mutually agreed upon between the Board and the Union.

Any employee who is required to work on a statutory or declared holiday or day given in lieu of a statutory or declared holiday shall be paid at double his/her standard rate of pay for every hour worked in addition to his/her regular pay.

If a statutory holiday occurs while an employee is on annual vacation, he/she shall receive an extra day in lieu of such holiday.

Employees classified under Article 1.01(c) or (d) shall be paid for twelve (12) statutory holidays during the year, i.e. New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. Entitlement to statutory holiday pay is restricted to those employees who are on the School District payroll.

### **3.21 Employee Assistance Program**

The Parties recognize the benefits of an Employee Assistance Program (EAP) to be used by the employees as needed. Such a program must be confidential and non-disciplinary in nature.

The Board shall pay eighty (80%) per cent of the cost of the EAP and the Union shall pay twenty (20%) percent of the cost. All administrative costs shall be borne by the Board.

### **3.22 Jury Duty**

Where an employee is required to serve on a jury and is absent from work, said employee shall continue to receive his/her regular wage rate or salary, it being understood and agreed that said employees shall pay to the Board any monies received by him or her for Jury Duty.

## **ARTICLE 4 – RESPONSIBILITIES AND TERMS OF EMPLOYMENT**

### **4.01 Definitions**

#### **(a) Promotion**

A promotion is the movement of an employee from one (1) position to another involving increased responsibilities and duties, and increase in pay, an increase in hours of work, or the movement to a position with a preferred shift.

#### **(b) Employee Initiated Transfers**

(i) A transfer is the lateral movement of an employee to another position within the same classification or to another position, which involves similar responsibilities and duties.

(ii) Employees may transfer by way of job postings.

#### **(c) Demotion**

A demotion is defined as the movement of an employee to a position involving reduced responsibilities and duties, where there is a reduction in the hours of work or where there is a reduction the rate of pay.

### **4.02 Posting of Positions**

#### **(a) Job Postings**

(i) When a new position is created, when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent, when there is an increase in hours of work of more than one (1) hour more per shift in a school year, or when a school term position becomes a regular position, the employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards and on the

School District Website for a minimum of five (5) working days. (For the purpose of clarification, it is understood that if a position has an increase of one (1) hour or less, the position does not need to be posted if the incumbent accepts the increase in hours; however, such increase cannot occur more than once in a twelve (12) month time period without a posting. If the increase in hours makes the position full time, the position must be posted).

- (ii) Positions shall be posted not later than one (1) week after the vacancy has occurred.
- (iii) Vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's date of retirement provided the Board has received adequate notice.
- (iv) The Board shall maintain a website to be used by employees who are absent from work during the posting period. The website shall allow employees to apply for positions.

**(b) Information in Postings**

- (i) A posting shall contain the following information: nature of position; qualifications; required knowledge and/or education; skills; shift; hours of work; wage rate or range; specific school or location.
- (ii) Such qualifications and requirements shall be those contained in the class specification for the position, which has been agreed to and signed as such. Where there is no class specification agreed to and signed, then the qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

**(c) Outside Advertising**

- (i) Outside advertisement of any vacancy shall be placed only after the vacancy has been posted as in (a) above.
- (ii) Consideration of outside applicants shall be made only after inside applicants have been short-listed and processed.

**(d) Interviews**

The Board shall interview all employees who apply for a position posted by the Board and whose application and support documents are consistent with the employee having the qualifications required by the position unless the most senior applicant is awarded the position.

**(e) Filling of Vacancies**

The Board agrees to fill every vacancy without undue delay but shall name the successful applicant and provide the Secretary of the Union, in writing, with the name of the successful applicant for the posted position, within ten (10) calendar days of the closing date of the posting. Such period may be extended by mutual agreement in writing.

- (f) All vacancies created by promotions or transfers shall be filled on a temporary basis, until such promotions or transfers have been confirmed upon completion of the trial period or upon the return of an employee to their former position.

- (g) The Board shall ensure that all jobs are posted in the various work locations of the Employer and on the School District Website for at least five (5) working days. In the case of positions

posted during Spring, Summer, or Winter breaks the employer shall ensure those position(s) are posted on the School District Website for a period of at least fourteen (14) days to ensure that employees on vacation and or absent for other reasons have an opportunity to apply for the posted positions.

#### **4.03 Temporary Postings**

- (a) If a temporary vacancy is likely to continue for a period exceeding thirty (30) working days, or if there is a requirement for a temporary position that will likely continue for a period exceeding thirty (30) working days, the Board will post said vacancy or said position as temporary. If the vacancy or position is filled by a person already employed by the Board, the posting to the position vacated by such employee shall also be treated as temporary.
- (b) If an incumbent accepts a temporary position as described in this Article 4.03, "Temporary Postings", when the temporary position ends, the employee shall be returned to his/her former position. If during the period of the temporary position the former position of the employee becomes redundant:
  - (i) Employees attached to Maintenance and Operations shall be laid off pursuant to Article 4.05 Layoff and Recall.
  - (ii) The Board may extend the temporary assignment of other support staff, or initiate the transfer of other support staff, to delay the layoff and recall procedures to take effect at Winter Break, Spring Break, or for the start of the next school year.

Any employee, who may suffer a financial loss of wages due to the postponement of an otherwise legitimate transfer, or right to bump, shall be compensated fully by the Board.

#### **4.04 Promotions and Transfers**

- (a) In making promotions, demotions, transfers or layoffs of employees, the required knowledge, ability and skills for the position shall be the primary consideration. Where two (2) or more applicants are deemed by the Board to be capable of fulfilling the duties of the position, seniority with the Board shall be the determining factor.
- (b)
  - (i) Before an employee is promoted or transferred the employee shall be given fifteen (15) working days within which to work at the new position and decide whether the employee will accept it.
  - (ii) Where the employee cannot reasonably be expected to reach a decision within fifteen (15) working days the employee shall, with the prior written approval of the Secretary Treasurer or the designated senior manager, be given up to five (5) additional working days within which to reach a decision.
  - (iii) If the employee declines the new position, there will be no promotion or transfer. If the employee accepts the new position, the employee will be deemed on a trial period, effective the date the employee was appointed to the new position.
- (c) **Trial Period**
  - (i) **Definition** – The initial four (4) month period in each position held by the same employee during with the Board finds whether or not the employee is able (or will be able with job orientation) to meet the basic job requirements.

- (ii) If an employee is unable to meet the basic job requirements he/she will be returned to his/her former position.
- (d) If under (ii) a position is left vacant, the position may be filled by the next capable employee who applied for the position when it was posted.
- (e) When an employee is promoted or is transferred to a higher paid position, then the employee shall be paid the rate of pay established for the position.
- (f) An employee who is temporarily transferred by the Board or is relieving in and performing the duties of a higher paid position shall be paid at such higher rate.

#### **4.05 Layoff and Recall**

##### **(a) Definition of Layoff**

A layoff shall be defined as any reduction in the regular hours of work as defined in this Agreement. Employees who are laid off shall be notified in writing, with a copy given, in confidence, to the Union forty-eight (48) hours in advance, one (1) month prior to the layoff. If the employer fails to give one (1) month notice, the employee shall receive one (1) month's pay in lieu of notice.

##### **(b) Role of Seniority in Layoffs**

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority.

##### **(c) Bumping**

(i) An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.

(ii) (a) When a position is vacant and an employee who has been laid off is qualified pursuant to Article 4.04(a), the laid off employee shall have the first priority to fill the vacant position. The employee will still retain recall rights to his/her former position for up to one (1) year.

(b) Effective October 1, 1996, it is understood that any vacant position will be posted pursuant to Article 4.02(a). First priority will go to a laid off employee if that employee is the most senior of the qualified applicants.

(iii) Noon hour Supervisors or Crossing Guards have bumping rights only within the category of noon hour supervisors or crossing guards.

##### **(d) Severance Option**

An employee about to have his/her hours reduced may elect not to bump and may instead choose to take severance pay as provided in Article 3.04 under the conditions shown below:

(i) The effect of the reduction in hours is to change an employee's status from regular to school term, or;

- (ii) The employee's hours of work are being reduced by one (1) or more hour(s) per shift in the school year, and;
- (iii) The laid off employee is at least fifty (50) years of age.

**(e) Recall Procedure**

Employees shall be recalled in the order of their seniority.

**(f) No New Employees**

Effective April 1, 1996, new employees shall not be hired until those laid off have been given an opportunity of recall. Employees on recall shall be offered casual employment in classifications for which they are qualified prior to casual employees without seniority. If the employee cannot be contacted or fails to respond as requested, the Board shall be deemed to have made the offer to the employee.

**(g) Postings While on Recall**

All employees on recall shall receive copies of all postings. An employee on recall shall be deemed to have applied for any posted position in their former classification with the same hours of work and shift. If the employee is the senior applicant then the employee shall be awarded the position (recalled to that posted position) and shall no longer be on recall.

**(h) Failure to Accept Recall**

An employee on the recall list may reject recall once only to a posted position. If the employee rejects recall on a second time to a posted position, then the employee will be deemed to have voluntarily resigned.

**4.06 Board Initiated Transfers**

- (a) The Board has the right to transfer an employee. If the Board initiates the transfer, it shall be deemed to be involuntary. Normally an employee shall not be involuntarily transferred by the Board more than once in a calendar year.
- (b) The Board shall follow the following guidelines when considering a Board initiated transfer:
  - (i) Such transfer may occur where it is a swap of positions where the employee not being transferred agrees to the swap. Such swap must be within the same classification.
  - (ii) Such transfer may occur where there is a vacancy in the same classification. In such cases the employer may transfer the employee and shall then post the new vacancy.
  - (iii) Where the Board initiated transfer involves a swap of positions of different classifications, both employees must agree to the swap; and the positions must have similar responsibilities and duties and the same pay.
- (c) The Board shall notify the Union of any Board initiated transfers prior to the transfer. The notice shall include the reasons for the transfer.

Board initiated transfers are subject to the grievance procedure. Except in emergency situations such involuntary transfers shall not take place until the grievance procedure is completed (if a grievance is filed).

**4.07 Classification/Reclassification/Job Evaluation/Maintenance**

If an employee believes a position is improperly classified, or, if a new classification is created, the matter shall be referred to the Joint Job Evaluation Committee (Schedule E) whose function shall be to determine the appropriate rate of pay by using the Job Evaluation Manual.

**4.08 Day Engineer or Custodian**

The Day Custodian or Custodian C shall accept the care of the school buildings and the comfort of the occupants as his/her responsibility and shall be prepared to do the necessary emergency work if and when it is required. The Custodian shall not be responsible for the mechanical or power failure of automatic heating units, but it shall be incumbent upon him/her to make periodic inspections when conditions warrant the same, and advise the Administrative Officer/Director of Operations when he/she is not available for this duty.

Custodians in-charge on day shift shall use their own discretion for starting time, as they are responsible for the care of the school buildings and the comfort of the occupants. The thirty (30) minute lunch period shall not be included in their hours of work.

The Day Custodian or Custodian in-charge is responsible to ensure that there is an overlap between the day and afternoon shifts so that no school is left unattended without the permission of the Administrative Officer/Director of Operations, provided that this shall in no way be deemed to affect any of the working conditions otherwise granted to Day Custodians or Custodians in-charge under this Agreement.

It shall be the duty of the Day Custodian or Custodian C to ensure that the cleaning and maintenance schedules as laid out by the Administrative Officer/Director of Operations are satisfactorily performed.

**4.09 Afternoon Engineer and Custodian**

Custodians on afternoon shift will supply heat only as and when directed.

**4.10 Afternoon and Night Shifts**

All work schedules for employees on afternoon and night shifts will be as set out by the Administrative Officers/Director of Operations.

**4.11 Demotion**

When an employee is demoted, the employee shall be paid the rate of pay for the position to which he or she is demoted.

**4.12 Assigned by the Board**

When an employee is assigned by the Board to a position paying a lower rate, the employee's rate shall not be reduced.

**4.13 Seniority List**

On January 15 each year, the Board shall post a regular seniority list of all employees in the bargaining unit. On December 1<sup>st</sup> and May 1<sup>st</sup> of each year, the Board shall post a secondary seniority list of all employees who have secondary seniority. These lists shall be posted in each school and work area. A

copy of each list shall be forwarded to the Union. Any objection or question with respect to the seniority of any employee will be settled within sixty (60) days of the list being posted.

#### **4.14 Special Education/Disruption of Programs**

In Special Education, serious difficulties may be experienced with loss of rapport with a student(s) and/or disruption of programs when bumping or transfers occur.

Education Assistants and Special Assistants may be transferred, promoted and/or bump with effect, at Winter Break, at Spring Break or from the beginning of a new school year until otherwise approved by the Board. Any employee who may suffer a financial loss of wages due to the postponement of an otherwise legitimate transfer, promotion or right to bump, shall be compensated fully by the Board.

#### **4.15 Clerical and Custodial Relief**

The Board shall establish a list of clerical and custodial employees to relieve or assist in the filling of positions in the District. Such employees shall accrue seniority within the categories for the purpose of being called to work pursuant to Article 4.05. Notwithstanding this provision, any employee who is working less than seven (7) hours per day or eight (8) hours per day and/or five (5) days per week shall be called to work if:

- (a) The required work does not conflict with the work currently being performed by the employee in the District;
- (b) The required work will not result in the employee working longer than a seven (7) hour day or an eight (8) hour day as the case may be unless approved by the Board in which event overtime will be paid; and
- (c) There is compliance with Article 4.04(a).

#### **4.16 Trades Progression/Apprenticeship Programs**

The Parties agree that if the Apprenticeship Board does not accept the Board as an employer for the purpose of apprenticeships then the Trades Progression in the Collective Agreement shall apply.

##### **(a) Trades Progression**

Upon being selected for the apprentice trades position, the employee should undertake course work to upgrade his/her status towards trades positions. Remuneration for courses taken shall be pursuant to Article 10.12.

The selection of an employee as a Trades Helper or any position in the progression does not guarantee that the employee will be upgraded automatically.

If the aptitude, performance and abilities of the employee are not found to be satisfactory when evaluated by the Director of Operations, the employee will not progress to the next level of progression. Nothing in this Article shall preclude an employee who obtains a trades qualification from progression automatically to the Trades II position if a vacancy in the trade then exists.



(b) **Apprenticeship Programs**

- (i) All vacancies for apprentice positions shall be posted in accordance with the Collective Agreement and all employees shall have the opportunity to bid on the apprenticeship positions.
- (ii) In selecting applicants for on-the-job training, the Board shall apply Article 4.04.
- (iii) Upon being selected for the apprentice trades position, the employee should undertake course work to upgrade his/her status towards the trades position.
- (iv) Apprentice positions shall be on a full time basis of eight (8) hours per day commencing at no less than the Utility Person rate.
- (v) The usual four (4) month trial period will apply to this position.
- (vi) Progression from one (1) rate to the next shall be as follows:

Start	Trades Helper
After four (4) months	Trades Helper
After sixteen (16) months	Trades Improver
After twenty-eight (28) months	Trades I
Upon completion of apprenticeship	Trades II
- (vii) It is expected that the employee will complete the Apprenticeship Program and respective course work within the time period designated by the Apprenticeship Training Branch. Extensions shall be granted for sick leave or injury as necessary.
- (viii) The course costs for the Apprenticeship Program are to be paid by the Apprenticeship Branch and, if not, will be paid by the Employer.
- (ix) An apprentice shall be paid the difference between the regular rate of pay and the sum of any board, lodging, transportation or other allowances granted by the Ministry of Labour and/or Canada Manpower while attending full time courses requiring five (5) or more hours of instruction per day set by a training authority established by the *Apprenticeship and Tradesmen's Qualification Act* during each year of apprenticeship. This payment shall be made for only one (1) course of apprenticeship completion and certification. No payment shall be made to an apprentice for repetition of a course occasioned by his/her failure to pass an examination.
- (x) After providing proof of successful completion of all criteria and course work for the Apprenticeship Program, the employee's pay rate will change from Trades I rate to Trades II rate effective the first of the month after completing the necessary documentation.
- (xi) In cases of failure on the part of any apprentice to fulfill his/her obligations in respect to school attendance, the Board, subject always to the Grievance Procedure contained in the Agreement, shall have the authority to recommend to the Apprenticeship Branch of the Ministry of Labour, British Columbia, that they suspend or revoke his/her agreement, or to notify the Union of the violation for disciplinary action. Any appeal through the Grievance Procedure shall be settled prior to a recommendation being made to the Apprenticeship Branch of the Ministry of Labour. If the apprenticeship agreement is revoked, the employee shall be placed on recall.

- (xii) Should the apprentice wish to terminate the apprenticeship agreement he/she may obtain other positions through the job posting, however, he/she shall not be eligible to apply for another apprenticeship in that trade. If he/she is unable to attain another position, the employee shall be placed on recall.
  - (xiii) An apprentice who is placed on a recall list as identified in (xi) or (xii) above shall be subject to the terms of the Article 3.04 except that severance pay would be available only after a full year on the recall list.
- (c) In the event that an apprentice is required to attend classes during his/her normal working hours, the employee shall be paid his/her full rate of pay at the regularly hourly rate. No payment shall be made for repeating a course. It is understood that an employee attending class or a course full time will not be expected to work their regular shift in addition to the class/course.

#### **4.17 On-The-Job Training**

The Board shall, whenever possible, institute a system of "on-the-job" training so that any employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising under Article 4.04(a).

#### **4.18 Job Guarantee**

- (a) Each regular full time custodian and maintenance employee shall be guaranteed employment by the Board for one (1) year of at least two thousand eighty-eight (2,088) hours, it being understood that this does not apply to employees dismissed under this Agreement and is not a guarantee of job position.
- (b) Each regular full time clerical employee shall be guaranteed employment by the Board for one (1) year of at least one thousand eight hundred and twenty-seven (1,827) hours, it being understood that this does not apply to employees dismissed under this Agreement and is not a guarantee of job position.

#### **4.19 Security of the Bargaining Unit**

As a general principle, the employer seeks to provide job opportunity and security of employment to employees in the bargaining unit.

#### **4.20 Work of the Bargaining Unit/Employee Status/Volunteer**

- (a) Persons who are not included within the bargaining unit's jurisdiction shall not perform work which is currently or presently within the working jurisdiction of the bargaining unit, except in an emergency or for the purpose of instruction.
- (b)
  - (i) Volunteers shall not be used to displace or replace CUPE Employees in number, or their hours worked, or both. Volunteers shall be restricted to the provision of supplementary levels of service in areas or roles which do not encompass confidential or administrative information.
  - (ii) The Board, the Union and all employees agree to maintain positive relationships with volunteers. It is agreed that all problems or grievances related to the Board's volunteers, whether individually or collectively, will be restricted to former channels, namely the employee's supervisor or the grievance procedure.

- (c) It is agreed that no regular employee will be replaced and thereby laid from employment because a volunteer(s) is (are) doing work of the bargaining unit.

#### **4.21 Contracting Out**

- (a) No regular employee in the bargaining unit shall be laid off or suffer a loss of hours of work or pay as a result of the contracting out of bargaining unit work.
- (b)
  - (i) In order to provide job security for the members of the bargaining unit, the employer agrees that all work or services presently performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, unless mutually agreed to. Such agreement shall not be unreasonably denied.
  - (ii) This Article 4.21 (b) will not interfere with the district's ability to react to security matters and immediate threats to facilities, personnel or students.

#### **4.22 Guidelines**

The parties agree to follow the contracting out guidelines established by them and dated August 26, 2014 as amended from time to time.

#### **4.23 Times of Payment and Pay Stub Information**

- (a) All employees will be paid every second Friday (by direct deposit). Pay stubs shall reflect earnings and deductions, showing hourly rates that time was earned. Pay stubs shall be distributed to employees electronically.

#### **4.24 Right to Have Steward/CUPE Designate Present**

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the interview in order that the employee may contact his/her steward or a Local union officer to be present at the interview.

A steward or Local union officer shall have the right to consult with a CUPE staff representative and to have him/her present at a discussion with supervisory personnel when advised that the purpose of the interview is for disciplinary purposes.

Each employee shall be notified of the name of his/her immediate non-union supervisor.

#### **4.25 Permission to Leave Work**

The employer agrees that officers of the Union shall be entitled to visit all job sites for the purposes of carrying out Union business. The Union recognizes that each union officer is employed by the employer and that she/he will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no union officer shall leave his/her work without obtaining the permission of his/her supervisor. Such permission will not be unreasonably withheld.

#### **4.26 Termination**

- (a) The engagement of a regular full time and full time or part time school term employee may be terminated only upon authority of the Board.

- (b) Subject to (a) above, if the employee has more than four (4) months of service but less than one (1) year of service, the Board shall give such employee two (2) weeks notice or two (2) weeks of pay in lieu of notice.
- (c) If the employee has more than one (1) year of service, then the Board shall give such employee one (1) month of notice or one (1) month of pay in lieu of such notice.
- (d) The notice required to be given to a full time or part time school term employee must be given and expire during a regular working period.
- (e) Temporary employees shall not be entitled to notice of termination of employment by the Board.

#### **4.27 Dismissal**

- (a) A regular and term employee may be dismissed only upon authority of the Board.
- (b) The Secretary Treasurer or the designated senior manager may suspend any employee and the Administrative Officer/Director of Operations may suspend any member of the custodial or maintenance staff subject to confirmation by the Secretary Treasurer or the designated senior manager. Any suspension shall be reported immediately to the Board, which shall deal with the case at its earliest convenience.
- (c) Employees, for cause, may be dismissed without notice, and subject to Statutory Regulations, be deprived of benefits they would otherwise receive on retirement; provided, however, that any employee dismissed with or without notice and/or benefits shall have the right after dismissal to appeal to the Grievance Procedure.

#### **4.28 Excluded Seniority**

- (a) An employee who was originally employed in an excluded position shall not accumulate seniority for the time employed in the excluded position, except by mutual agreement of the Parties.
- (b) An employee who accepts an excluded position shall lose all seniority rights upon completion of the probationary period in the excluded position, or upon the completion of six (6) months whichever is the lesser.
- (c) An employee joining the bargaining unit from an excluded position may only post into a vacant position that has been posted in accordance with this Agreement.

#### **4.29 The Board Shall Not Discriminate**

The Board agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political belief or activity, sexual orientation, sex, gender expression, gender identity, transsexual transition status, marital or parental status, family relationship, place of residence, physical or mental disability, nor by reason of his/her membership or activity in the Union or any other reason.

#### **4.30 Affirmative Action**

- (a) Each employee has the right of equality of opportunity based on bona fide qualifications in respect of his/her employment advancement, or promotion by the Board, and without limiting the generality of the foregoing, the Board shall in no event refuse to employ, or continue to employ, or advance or promote any employee or discriminate against that employee in respect of employment or a condition of employment unless reasonable cause exists for such refusal or discrimination.
- (b) For the purpose of Subsection (a):
  - (i) The race, religion, colour, age, material status, ancestry, national origin, or political belief of the employee shall not constitute reasonable cause;
  - (ii) The sex of the employee shall not constitute reasonable cause unless it relates to the maintenance of public decency;
  - (iii) A conviction for a criminal or summary conviction charge shall not constitute reasonable cause unless such charge relates to the occupation or employment, or to the intended occupation, employment, advancement or promotion of the employee.

#### **4.31 Evaluation Reports**

An employee shall be shown each written evaluation report on the employee's performance. Copies of all such reports shall be placed on the employee's file. The employee shall sign any evaluation report confirming that he or she has read the report. The format of the evaluation report shall be agreed upon by the Board and the Union.

#### **4.32 Not in Session Day**

- (a) All days designated by the Board or School as a **Not in Session Day** shall be deemed to be a working day for all employees.
- (b) During **Not in Session Days**, if the development schedule for that day is pertinent to CUPE jobs, mandatory attendance is required.
- (c) **When requested by the Board, employees will register for learning opportunities in advance.**

**Effective July 1, 2020 Article 4.32 shall read:**

- (a) All days designated by the Board or School as a **Not in Session Day** shall be deemed to be a working day for all employees **except for one (1)**.
- (b) **The single Not in Session Day that is not paid for as per Article 4.32 (a) shall be a Service Enhancement Day. The Service Enhancement Day shall be deemed to be a working day for all employees.**
- (c) During **Not in Session Days**, if the development schedule for that day is pertinent to CUPE jobs, mandatory attendance is required.

- (d) When requested by the Board, employees will register for learning opportunities in advance.
- (e) During Service Enhancement Days, the focus shall be on ways to maximize or improve the services provided to students. This does not preclude using the SED to complete tasks which are beneficial to carry out when there are no students in the building, collaborating with other educational team members, etc.

#### **4.33 Wearing of Uniforms**

It is agreed that the wearing of issued uniforms is a condition of employment.

#### **4.34 Uniforms**

All uniforms supplied by the Board shall, where possible, be Canadian and Union made.

#### **4.35 Special Education Upgrading**

It is agreed that any current employee working in a special education position who is required by the Board to upgrade their certification/status shall have the costs of such upgrading paid by the Board.

#### **4.36 Special Education Classifications**

Effective July 4, 1994, all Education Assistants who have ten (10) years or more of service with the Board, or who have a Child Care Worker Certificate, Community Support Worker Certificate (or their equivalent from another jurisdiction) shall be placed at Pay Grade 6. The Board shall, prior to December 31, 1994, arrange for the testing and assessment of these Education Assistants to determine what courses, if any, would qualify them for the Special Education Assistant Certificate or the Child Care Worker Certificate. The assessment process shall be done by an appropriate professional from the institute offering these certificates. It is expected the ten (10) year Education Assistant will then enrol in a program to attain the appropriate certificate. Failure to enrol will result in the employee's rate being returned to Pay Grade 4. It is understood that if a course is unavailable or full, then the rate will not be negatively affected.

## **ARTICLE 5 – TECHNOLOGICAL CHANGE**

### **5.01 Definition**

- (a) In this Article "Technological Change" means any change in:
  - (i) The introduction of equipment, material or processes different in nature, type or quantity from that previously utilized.
  - (ii) The work, undertaking or business carried on by the Board including any change in function performed and including the removal of any part of the work, undertaking or business.

### **5.02 Notice**

The Board will give to the Union, in writing, at least one hundred and twenty (120) calendar days of notice of any intended technological change that:

- (a) Affects the terms and conditions, or security of employment of any employee to whom this Agreement applies; and/or,
- (b) Alters the basis upon which this Agreement was negotiated.

### **5.03 Transfer Arrangements**

- (a) An employee who is rendered redundant or displaced from his/her job as a result of technological change shall be given an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform.
- (b) If there is no vacancy, he/she shall have the right to displace employees with less seniority, provided he/she is able to perform the job, as per the layoff and recall and severance provisions contained elsewhere in this Agreement, and provided that the training procedures in respect to technological change have been exhausted.

### **5.04 Training Benefits**

- (a) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Board, be given a period of time not to exceed one (1) year, during which they may perfect or acquire the skills on the job necessitated by the new method of operation.
- (b) There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified to the new position created by the technological change.

### **5.05 Training Period**

The training provided for in the Article shall be given during the hours of work whenever possible. Any time devoted to training due to technological change shall be considered as time worked. The Board has the right to monitor progress.

### **5.06 Existing System and/or the Introduction of New Systems**

The Board shall provide the Union with all information concerning the existing system and/or the introduction of new systems. The personnel committee shall monitor and analyze any changes in the system to ascertain:

- (a) The appropriate number, type and location of employees likely to be affected by the change;
- (b) The affects the change may be expected to have on the employee's working conditions and terms of employment;
- (c) Health and safety effects and general working environment.

### **5.07 Disputes and Resolution**

- (a) Any disputes arising in relation to adjustment to technological change shall be discussed between the representatives of the two (2) Parties to this Agreement, without stoppage of work.

- (b) If any disputes cannot be settled by direct negotiations, either Party may refer the matter directly to an arbitration board constituted under Article 9.02(a) or (b) of this Agreement, bypassing all other steps in the Grievance Procedure, without stoppage of work.

## **ARTICLE 6 – VISUAL DISPLAY TERMINAL**

### **6.01 Hours of Work and Minimum Standards**

- (a) Employees working with VDT and CRT equipment shall have a fifteen (15) minute break in every two (2) hours working in front of a screen.
- (b) No employee shall be permitted to work for more than six (6) hours per day, including the fifteen (15) minute breaks, at a VDT-CRT.
- (c) An employee will not be required to monitor a VDT screen during the last half (0.5) hour of a shift.
- (d) An employee who works on a VDT and who submits a medical certificate stating that continued VDT operation may result in health damage will be considered for transfer under Article 4.04 (Promotions and Transfers).
- (e) A pregnant employee shall have the option to refuse or to continue to operate a VDT. In the event that she wishes to continue, she is required to produce a written statement from her medical practitioner giving permission and stating for what period she may continue to work. In the event that she does not wish to continue and if there is not sufficient work available to permit a reassignment, the employee will be considered to be on parenthood leave.

### **6.02 Glare Protection**

- (a) The Board shall ensure that measures are taken to prevent glare caused by direct or indirect light.
- (b) Future purchases of VDTs or CRTs shall have user brightness controls and present equipment will be modified for them, as determined by the Health and Safety committee.
- (c) If the Health and Safety committee agrees with the user of a VDT or CRT that the colour of the screen is causing problems, the Board will provide the user with a VDT or CRT, which is acceptable.

### **6.03 Eye Protection**

An employee whose duties include working with a VDT screen at least ten (10) hours per week shall be entitled to an eye examination by an ophthalmologist and re-examination by an ophthalmologist every six (6) months thereafter. The Board shall pay the cost of the examinations and for the employee's time unless otherwise covered under a benefit plan.

### **6.04 Machine Maintenance and Radiation Testing**

- (a) The Board will ensure that all visual display terminals are serviced regularly by a fully qualified technician and repaired immediately upon the request of the user.
- (b) Terminals found to be injurious to the health of the operator shall be removed from service until repaired.



- (c) Radiation levels will be tested upon request of the user by a qualified person. Any time a VDT or CRT is being repaired, the technician must ensure that the radiation seal of the machine is intact.

#### **6.05 Grievance Procedure**

- (a) Any disputes arising in relation to visual display terminals shall be discussed between the representatives of the two (2) Parties to this Agreement without stoppage of work.
- (b) If any disputes cannot be settled by direct discussions, either Party may refer the matter directly to an arbitration board constituted under Article 9.02 of this Agreement, bypassing all other steps in the Grievance Procedure, without stoppage of work.

### **ARTICLE 7 – AMALGAMATION, MERGER, AND REGIONALIZATION PROTECTION**

#### **7.01 Amalgamation, Regionalization and Merger Protection**

In the event the Employer merges or amalgamates with any other Employer, the Employer undertakes to do everything possible to ensure that:

- (a) Employees shall be credited with all seniority rights with the new employer.
- (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized with the new employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer.
- (d) Conditions of employment and wage rates for the new employer shall be equal to the best provision in effect with the merging employers.
- (e) No employee shall suffer a loss of employment as a result of merger.
- (f) Preference in location of employment in the merged school district shall be on the basis of seniority.

### **ARTICLE 8 – BARGAINING PROCEDURES**

#### **8.01 Bargaining Agency**

The Employer recognizes the Canadian Union of Public Employees and its Local 409 as the sole and exclusive bargaining agent for all of its employees save and except those specifically excluded by the Labour Relations Board of British Columbia, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

#### **8.02 Personnel Committee**

The Board will maintain a Personnel committee of three (3) of its members.

### **8.03 Union Bargaining Committee**

The Union will elect five (5) of its members as bargaining representatives.

### **8.04 Negotiations**

- (a) The Union Bargaining committee may negotiate with the Personnel committee of the Board on all matters relating to rates of pay, hours of work, or other working conditions including the promotion or discharge of the employees of the Board.
- (b) The Board shall make available to the Union, on request, any information that is readily available and required by the Union for collective bargaining purposes.

### **8.05 Notice of Meeting**

In the event of either Party wishing to call a joint meeting of the aforesaid Committees, the Board Chairperson shall be notified and shall call same within six (6) days after receipt of such request.

### **8.06 Privilege of Attending Meetings**

Any bargaining representative in the employ of the Board shall have the privilege of attending such meetings without loss of remuneration.

### **8.07 Chairing of Meetings**

All meetings of the aforementioned Committees shall be under the Chairperson of the Board (or such other person as shall be mutually agreed upon).

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.01 Grievances**

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

- (a) Such difference or grievance shall first be taken up with the employee's immediate supervisor, who is not a member of the bargaining unit, within fourteen (14) days of such difference or grievance arising.
- (b) If such difference or grievance is not settled within seven (7) days, the Union shall present such grievance or difference in writing to the Secretary Treasurer or the designated senior manager of the Board and a meeting shall be convened to resolve the grievance.

The aggrieved employee and immediate supervisor may attend this meeting. Written submission will be accepted, however, the parties may deliberate without the aggrieved employee or immediate supervisor present.

- (c) If the Secretary Treasurer, or the designated senior manager of the Board, is unable to effect a settlement within seven (7) days, the matter shall then be submitted to a grievance committee

composed of two (2) members of the Board's Personnel Committee and two (2) members appointed by the Union.

- (d) If the grievance committee is unable to effect a settlement of such grievance or dispute, then the matter may be submitted to a Board of Arbitration within seven (7) days of the failure to reach a settlement, appointed in the following manner.

## 9.02 Arbitration

### (a) **Single Arbitrator**

A single arbitrator shall hear all grievances unless the parties mutually agree to submit a grievance to a three-person arbitration board. Each party shall pay one-half (1/2) of the cost of the arbitrator.

The arbitrator may determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations to him/her.

The decision of the arbitrator shall be final and binding on all parties, but in no event shall the arbitrator 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 arbitrator to clarify the decision, which he/she shall do as quickly as possible.

### (b) **Three Person Board of Arbitration**

Upon mutual agreement, the parties may use an arbitration board. Each party shall pay:

- The fees and expenses of the arbitrator it appoints;
- One-half (1/2) of the fees and expensed of the Chair.

Within five (5) days of notice, each party shall name an arbitrator to the arbitration board and notify the other party of the name and address of its appointee. Such nominees shall try to select a third member who shall be chairperson.

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

An arbitration board shall have the same powers as a single arbitrator.

### (c) **Expedited Arbitration**

The Parties agree that there shall be an expedited arbitration process as follows:

- (i) Either Party may refer those grievances they wish to have heard at expedited arbitration.
- (ii) Process

Those grievances referred to expedited arbitration shall be scheduled within one (1) month.

The location of the hearing is to be agreed to between the Parties.

All presentations are to be short and concise and are to include a comprehensive opening statement.

The Parties agree to make limited use of authorities during their presentations.

- (iii) Prior to rendering a decision, the Arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with the *Labour Relations Code*.
- (iv) Where mediation fails or is not appropriate, a decision will be rendered as contemplated herein and shall be binding on the Parties.
- (v) The decision of the Arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
- (vi) The Parties shall share equally the cost of the fees and expenses of the Arbitrator.
- (vii) The expedited Arbitrator shall have the same powers and authority as an Arbitrator established pursuant to Article 9.02(a) of this Agreement.
- (viii) All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.

### **9.03 Extensions in Time**

Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the Parties. Such consent will not unreasonably be withheld.

### **9.04 General Policy Grievances**

The Union has the right to file a General Policy Grievance on any matter that affects the welfare of the membership.

### **9.05 Documented Complaints Regarding Employees**

The Board shall provide an employee with a copy of every document containing a complaint against the employee. Any written reply by an employee to such a complaint shall form a part of his or her record of employment. Every employee shall have access to his or her records of employment with the Board.

### **9.06 Proof of Guilt**

Both Parties agree that an employee is considered innocent until proven guilty.

- (a) In cases of discharge and discipline, the burden of proof of just cause shall rest with the Board.
- (b) Evidence shall be limited to the grounds stated in the discharge or discipline notice.

## **ARTICLE 10 – GENERAL PROVISIONS**

### **10.01 Union Membership**

It is agreed and understood that those employees who are at present members of the Union shall remain members of the Union as a condition of continued employment with the Board. It is further agreed and understood that any new employees hired by the Board, shall become members of the Union upon completion of one (1) month of employment, and shall remain members of the Union as a condition of continued employment. This clause shall not apply to employees included in the bargaining unit established by Section 5 of the Public Education Labour Relations Act and those excluded by the Code.

### **10.02 Management Rights**

- (a) The management, operations and direction of the working force is vested exclusively in the Board, provided, however, that these rights will not be used to discriminate against employees or to breach this Agreement.
- (b) The Board shall have the right to select and promote its employees and to discipline or discharge employees for proper cause, provided that this shall in no way prejudice the right of an employee to grieve any matter under this Agreement.

### **10.03 Deduction of Dues**

- (a) The Board agrees to the check off of all Union dues and assessments levied in accordance with the by-laws of the Union.
- (b) It is understood and agreed that any member of the Union who holds an excluded position is not required to pay Union dues unless on a temporary assignment to such a position.
- (c) Dues Deduction Data

The Payroll Clerk, at the end of each month, will provide a complete list of employees (other than teachers) to the Secretary-Treasurer of the Union, showing:

- (i) Union dues deducted;
  - (ii) The name, address, telephone number and starting date of all new and current employees; and
  - (iii) The name, address and terminating date of any employee leaving the School Board payroll.
- (d) The Board agrees that at the time of hiring any employee, the Board shall obtain written authorization from the employee to deduct Union dues.
  - (e) Names, addresses, personal e-mail addresses, telephone numbers including mobile telephone numbers shall be provided, subject to availability, at least once annually upon request by the Secretary-Treasurer of the Union.
  - (f) Dues collected by the Board on behalf of CUPE will be electronically transferred to the Union within ten (10) business days of the payroll from which the dues were collected.

#### **10.04 Indemnification**

- (a) The Board shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any action or proceeding, whether civil or criminal, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. The indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.
- (b) Subsection (a) does not provide a defence where:
  - (i) An employee has, in relation to the conduct that is the subject matter of the action, been found guilty of dishonesty, gross negligence or malicious or wilful misconduct; or
  - (ii) The cause of action is libel or slander.

#### **10.05 Picket Line**

- (a) It is agreed and understood that no employees, individually or collectively, will be required to enter upon any lands or into any building being lawfully picketed, except that employees will be expected to take the necessary emergent action when the safety of school property is involved.
- (b) Failure to cross such a picket line or to perform work of striking or locked out employees, or to handle goods from an employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

#### **10.06 Clerical Benefits in Force**

Any clerical fringe benefit or condition of work presently in force not mentioned specifically in this Agreement and which is not contrary to the intent of the Agreement shall continue in full force and effect.

#### **10.07 Communicable Disease Protection**

To protect against the contraction or to effect a cure of communicable diseases, the Board will pay any costs not met by an employee's own medical insurance coverage for injections or medication in lieu of injection for any employee working in an environment where communicable diseases have been shown to exist.

#### **10.08 Board Liability**

The Board continues to recognize its liability to the Union for any undue failure or neglect on its part to implement any benefit plan agreed upon in writing between the Board and the Union.

#### **10.09 Driving Allowance**

- (a) A driving allowance will be paid as amended by the Board from time to time but shall not be less than fifty cents (\$0.50) per kilometre for the authorized use of employee-owned vehicles, provided that all driving for which payments made has been recorded in the employee's written log. Where such kilometres exceed one thousand six hundred and nine point three (1,609.3) or such mileage exceed one thousand (1,000) thereby resulting in an insurance premium increase, the Board will pay the employee the amount of such increase.

- (b) All persons driving their personal vehicle on Board business are covered by the Board's insurance policy except where the employee exceeds sixteen hundred (1,600) kilometres in one (1) year while on Board business. In such cases, the employee shall purchase "business" insurance and shall submit the receipts to the Secretary Treasurer who shall reimburse the employee the difference between "to and from work" insurance and "business" insurance.

#### **10.10 Accident Reimbursement**

An employee who is authorized to use a Board-owned vehicle or his/her own vehicle for Board business shall be paid by the Board the amount of any dollar loss, which the employee sustains as a result of any accident during such use provided that the driving of the employee did not constitute:

- (a) Gross negligence; or
- (b) A breach of any condition of the Board's insurance covering such use.

#### **10.11 First Aid Certificate**

- (a) Those employees who hold OFA Level I Certification and who are required by the Board to perform first aid duties in addition to their normal duties shall receive fifty cents (\$0.50) per hour in addition to the regular rate. Employees required to perform the above duties shall do so on a voluntary basis, except that certain locations require a first aid person.
- (b) Those employees who hold a valid OFA Level II Certification and who are designated as the First Aid Attendant at a location shall receive one dollar (\$1.00) per hour in addition to their regular rate.
- (c) First aid training shall be done on the Board's time, normally during January and February and, in addition, the Board shall provide up to one-half day (0.5) day with pay to enable the employee to prepare for the OFA Level II examination.

**Effective July 1<sup>st</sup>, 2020**

First aid training shall be done on the Board's time, normally during January and February and, in addition, the Board shall provide up to **one (1) day** with pay to enable the employee to prepare for the OFA Level II examination.

#### **10.12 Course Reimbursement**

The Board shall pay the cost of an academic or technical course taken by an employee if the course has been approved by the Board and successfully completed by the employee. If the course is one that the Board has directed the employee to take, then the Board shall pay the cost irrespective of its successful completion. **Approval will not be unreasonably withheld, as long as the Employee can demonstrate a relationship between the course and their work.**

#### **10.13 Vandalism – Employee's Motor Vehicle**

The Board will reimburse an employee whose motor vehicle is damaged due to vandalism provided:

- (a) The vandalism occurs while the vehicle is located on property owned or administered by the Board or on non-Board property while the employee is on Board business.

- (b) At the time the vandalism occurs, the employee is in attendance at a function directly related to his/her assignment.
- (c) The employee provides the Board with a receipt covering the actual cost of repairs.
- (d) That payment will be limited to one hundred dollars (\$100.00) or the actual cost, whichever is the lesser.

**Effective July 1<sup>st</sup>, 2020**

That payment will be limited to three hundred dollars (\$300.00) or the actual cost of the repair, or the actual cost of the deductible, whichever is the lesser.

- (e) That the employee reports the incident to the local police.
- (f) That a written statement of claim is filed by the employee certifying the above.

#### **10.14 Volunteer Help**

Volunteers shall not perform any jobs, which are included in the bargaining unit except in causes mutually agreed upon in writing by the Parties.

#### **10.15 Changes that Affect Personnel**

The Board agrees that any reports or recommendations about to be made to the Board dealing with matters covered by this agreement, in addition, including recommendations for changes in method of operations that may affect wage rates, workloads or reduction of employment will be made known to the Union at such interval before they are dealt with by the Board as to afford the Union reasonable opportunity, thirty (30) calendar days, to consider them and to make representations to the Board concerning them.

#### **10.16 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereinafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights privileges and obligations of the Parties shall remain in existence. In such an event, this Agreement shall be re-opened for negotiation of the issue. If there is no Agreement between the Parties on this issue, the matter shall be resolved by arbitration.

#### **10.17 Unsafe Practices**

An employee will not be disciplined for bringing to light any activity or unsafe practices that may be detrimental or pose a hazard to other employees, the students or the public in general. It is understood that in such an event, the matter will first be brought to the attention of the Board of Education.

#### **10.18 Political Action**

No employee shall be disciplined for participating in any political action(s) called for/by the Canadian Labour Congress, its affiliates or subordinate bodies (unless such action is declared illegal prior to the action being taken).



#### **10.19 Overnight Trips**

The Board agrees to pay an employee the sum of thirty dollars (\$30.00) when they are on an overnight trip where there is no relief for the employee.

### **ARTICLE 11 – LABOUR/MANAGEMENT COMMITTEE**

#### **11.01 Composition of Labour Management Committee**

A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Board (including one (1) Trustee where possible). The committee shall enjoy the full support of both Parties in the interests of improved service to the public, and job security for the employees.

#### **11.02 Function of the Committee**

The committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Board and employees.
- (b) Discuss career and professional development opportunities.
- (c) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (d) Correcting conditions causing grievances and misunderstandings.
- (e) Reviewing new and revised job descriptions.

#### **11.03 Meetings of Committees**

The committee shall meet once a month while school is in session at a mutually agreeable time and place. The committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

#### **11.04 Chairperson of the Meeting**

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

#### **11.05 Minutes of Meetings**

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE representative and the Board shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

### **11.06 Jurisdiction of Committee**

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

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

## **ARTICLE 12 – WAGE SCALES**

### **12.01 Schedule “A” Classification of Positions and the Wage Schedule**

Schedule “A” is the Classification of Positions and the Wage Schedule, which forms part of this agreement.

### **12.02 Schedule “B” Letters of Understanding and Miscellaneous Agreements**

Schedule “B” is the Letters of Understanding and Miscellaneous Agreements.

### **12.03 Schedule “C” Statutory Declaration**

Schedule “C” is the Statutory Declaration.

### **12.04 Schedule “D” Employment Placement**

Schedule “D” is for Employment Placement.

### **12.05 Schedule “E” Memorandum of Agreement: Pay Equity Implementation and Maintenance Agreement**

Memorandum of Agreement: Pay Equity Implementation and Maintenance Agreement.

### **12.06 Schedule “F” Provincial Framework Agreement between BC Public School Employers' Association and the K-12 Presidents' Council and Support Staff Unions**

Provincial Framework Agreement between “BCPSEA” and “the Unions”.

## **ARTICLE 13 – TERMS OF AGREEMENT**

### **13.01 Term**

This Agreement shall be for a term of **thirty-sixty (36)** months with effect from the 1<sup>st</sup> day of July 2019 to the 30<sup>th</sup> day of June 2022, both dates inclusive, and shall remain in full force and effect from year to year thereafter unless either Party, at any time within four (4) months immediately preceding the date of expiry of the Agreement, or the 30<sup>th</sup> day of June in any subsequent year, by written notice requires the other Party to the Agreement to commence collective bargaining. The Board and the Union shall furnish to each other particulars of any changes or amendment either Party may desire in the Agreement prior to the 30<sup>th</sup> day of June in the year in which notice is given hereunder.

**13.02 Agreement**

The Union and the Board desire every employee to be familiar with the provision of this Agreement and his/her rights and obligations under it. For this reason, the Board shall print, at its own cost, sufficient copies of this Agreement, in booklet form, in a union shop within thirty (30) days of signing.

**13.03 Labour Code**

It is understood and agreed upon between the Board and the Union that the operations of sub-section (2) of Section 50 of the *Labour Code of British Columbia* is hereby excluded from and shall not be applicable to this Agreement.

IN WITNESS WHEREOF the Board has caused these presents to be sealed with the seal of the Board of School Trustee of School District No. 40 (New Westminster) and signed by the Chairperson and the Secretary Treasurer of the Board, and Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year first written above.

Dated this 6 day of April, 2019<sup>20</sup>

Robert West  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Meredith [Signature]  
Thomas Alexander McKen  
[Signature]  
[Signature]  
[Signature]

## SCHEDULE "A"

EFFECTIVE DATE	May 1, 2019	July 1, 2019	July 1, 2020	July 1, 2021
% INCREASE		2%	2%	2%
POSITION				
ABORIGINAL SUPPORT WORKER	\$ 26.87	\$ 27.41	\$ 27.96	\$ 28.52
ABA SUPPORT WORKER	\$ 28.43	\$ 29.00	\$ 29.58	\$ 30.17
ABORIGINAL YOUTH CARE WORKER	\$ 29.46	\$ 30.05	\$ 30.65	\$ 31.26
ACCOUNTING CLERK	\$ 28.37	\$ 28.94	\$ 29.52	\$ 30.11
ASSISTANT ACCOUNTING CLERK **	\$ 26.64	\$ 27.17	\$ 27.71	\$ 28.26
BOOKKEEPER	\$ 28.37	\$ 28.94	\$ 29.52	\$ 30.11
BUSINESS PROCESS ADVISOR	\$ 30.80	\$ 31.42	\$ 32.05	\$ 32.69
BUS ATTENDANT	\$ 24.62	\$ 25.11	\$ 25.61	\$ 26.12
BUYER	\$ 30.60	\$ 31.21	\$ 31.83	\$ 32.47
CARPENTER-TRADES II	\$ 33.13	\$ 33.79	\$ 34.47	\$ 35.16
CHEF ASSISTANT I	\$ 24.02	\$ 24.50	\$ 24.99	\$ 25.49
CHEF ASSISTANT II	\$ 28.69	\$ 29.26	\$ 29.85	\$ 30.45
C.W./Y.W I CERTIFIED	\$ 27.36	\$ 27.91	\$ 28.47	\$ 29.04
C.W./Y.W. II DEGREED	\$ 29.05	\$ 29.63	\$ 30.22	\$ 30.82
COMMUNITY DEVELOPMENT PROGRAM OFFICER	\$ 34.36	\$ 35.05	\$ 35.75	\$ 36.47
COMPENSATION - BENEFIT ASSISTANT	\$ 30.94	\$ 31.56	\$ 32.19	\$ 32.83
COMPUTER SUPPORT WORKER/NETWORK TECHNICIAN**	\$ 24.20	\$ 24.68	\$ 25.17	\$ 25.67
COMPUTER LIBRARY SUPPORT TECHNICIAN	\$ 24.20	\$ 24.68	\$ 25.17	\$ 25.67
CROSSING GUARD ( 12% lieu Benefits)	\$ 21.19	\$ 21.61	\$ 22.04	\$ 22.48
CUSTODIAL FOREMAN	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.33
CUSTODIAN	\$ 22.76	\$ 23.22	\$ 23.68	\$ 24.15
CUSTODIAN LEAD HAND NWSS	\$ 26.24	\$ 26.76	\$ 27.30	\$ 27.85
DDC CONTROLS SYSTEMS TECH -TRADES II	\$ 33.44	\$ 34.11	\$ 34.79	\$ 35.49
DESKTOP PUBLICATION TECH./SECRETARY	\$ 30.61	\$ 31.22	\$ 31.84	\$ 32.48
DESKTOP PUBLISHING TECHNICIAN	\$ 30.61	\$ 31.22	\$ 31.84	\$ 32.48
DISTRICT COMPUTER SUPPORT	\$ 24.20	\$ 24.68	\$ 25.17	\$ 25.67
DISTRICT EDUCATION ASSISTANT	\$ 29.83	\$ 30.43	\$ 31.04	\$ 31.66
DISTRICT INFO TECHNOLOGIST	\$ 31.63	\$ 32.26	\$ 32.91	\$ 33.57
DISTRICT PEER SUPPORT EA	\$ 29.83	\$ 30.43	\$ 31.04	\$ 31.66
DISTRICT RESOURCE TECHNICIAN **	\$ 24.70	\$ 25.19	\$ 25.69	\$ 26.20
EDUCATION ASSISTANT	\$ 28.43	\$ 29.00	\$ 29.58	\$ 30.17
EDUCATION ASSISTANT-INTERVENOR	\$ 27.36	\$ 27.91	\$ 28.47	\$ 29.04
EDUCATION ASSISTANT-ACADEMIC PROGRAMS	\$ 27.36	\$ 27.91	\$ 28.47	\$ 29.04
ELECTRONICS TECHNICIAN	\$ 31.48	\$ 32.11	\$ 32.75	\$ 33.41
ELECTRICIAN	\$ 33.44	\$ 34.11	\$ 34.79	\$ 35.49
ELECTRICIAN APPRENTICE	\$ 26.02	\$ 26.54	\$ 27.07	\$ 27.61
GARDENER (TRADE II)	\$ 31.48	\$ 32.11	\$ 32.75	\$ 33.41

EFFECTIVE DATE	May 1, 2019	July 1, 2019	July 1, 2020	July 1, 2021
% INCREASE		2%	2%	2%
POSITION				
HEAD STRONG START FACILITATOR	\$ 29.46	\$ 30.05	\$ 30.65	\$ 31.26
HEATING SERVICE PERSON -TRADES II	\$ 31.48	\$ 32.11	\$ 32.75	\$ 33.41
HUMAN RESOURCES ASSISTANT	\$ 30.94	\$ 31.56	\$ 32.19	\$ 32.83
HUMAN RESOURCES ASSISTANT II	\$ 28.39	\$ 28.96	\$ 29.54	\$ 30.13
IMMIGRANT YOUTH CARE WORKER	\$ 29.90	\$ 30.50	\$ 31.11	\$ 31.73
IT HELP DESK TECHNICIAN	\$ 31.63	\$ 32.26	\$ 32.91	\$ 33.57
LIBRARY CLERK	\$ 23.52	\$ 23.99	\$ 24.47	\$ 24.96
LIBRARY TECHNICIAN CLERK	\$ 23.54	\$ 24.01	\$ 24.49	\$ 24.98
LIBRARY TECHNICIAN/MEDIA SERVICES	\$ 26.53	\$ 27.06	\$ 27.60	\$ 28.15
LUNCH PROGRAM WORKER	\$ 25.20	\$ 25.70	\$ 26.21	\$ 26.73
NOON HOUR SUPERVISOR (12% lieu benefits)	\$ 21.37	\$ 21.80	\$ 22.24	\$ 22.68
PAINTER -TRADES II	\$ 31.48	\$ 32.11	\$ 32.75	\$ 33.41
PAYROLL CLERK **	\$ 28.37	\$ 28.94	\$ 29.52	\$ 30.11
PLUMBER -TRADES II	\$ 31.48	\$ 32.11	\$ 32.75	\$ 33.41
RECORD MANAGEMENT CLERK	\$ 27.10	\$ 27.64	\$ 28.19	\$ 28.75
SAFETY & SECURITY OFFICER **	\$ 26.60	\$ 27.13	\$ 27.67	\$ 28.22
SCHOOL BOARD OFFICE RECEPTION	\$ 27.10	\$ 27.64	\$ 28.19	\$ 28.75
SCHOOL NUTRITION COORDINATOR	\$ 32.97	\$ 33.63	\$ 34.30	\$ 34.99
SECRETARY I	\$ 23.95	\$ 24.43	\$ 24.92	\$ 25.42
SECRETARY I - OPERATIONS & RENTAL CLERK	\$ 24.38	\$ 24.87	\$ 25.37	\$ 25.88
SECRETARY II	\$ 27.10	\$ 27.64	\$ 28.19	\$ 28.75
SECRETARY III	\$ 28.39	\$ 28.96	\$ 29.54	\$ 30.13
SECRETARY INTERPRETER	\$ 27.76	\$ 28.32	\$ 28.89	\$ 29.47
SENIOR ACCOUNTING CLERK **	\$ 30.60	\$ 31.21	\$ 31.83	\$ 32.47
SENIOR PAYROLL CLERK	\$ 30.60	\$ 31.21	\$ 31.83	\$ 32.47
SETTLEMENT WORKER **	\$ 27.11	\$ 27.65	\$ 28.20	\$ 28.76
SPECIAL ASSISTANT **	\$ 28.43	\$ 29.00	\$ 29.58	\$ 30.17
STOREKEEPER **	\$ 23.96	\$ 24.44	\$ 24.93	\$ 25.43
STRONG START FACILITATOR	\$ 27.05	\$ 27.59	\$ 28.14	\$ 28.70
STUDENT LEARNING SERVICE ASSISTANT	\$ 29.83	\$ 30.43	\$ 31.04	\$ 31.66
TRADES HELPER	\$ 24.72	\$ 25.21	\$ 25.71	\$ 26.22
TRADES I	\$ 27.32	\$ 27.87	\$ 28.43	\$ 29.00
TRADES II	\$ 31.48	\$ 32.11	\$ 32.75	\$ 33.41
TRADES II (ELECTRIC TECH TRADES)	\$ 31.48	\$ 32.11	\$ 32.75	\$ 33.41
TRADES IMPROVER/APPRENTICE	\$ 26.02	\$ 26.54	\$ 27.07	\$ 27.61
UTILITY - INSIDE	\$ 26.86	\$ 27.40	\$ 27.95	\$ 28.51
UTILITY PERSON-GROUNDS	\$ 26.41	\$ 26.94	\$ 27.48	\$ 28.03

**\*\*Vacant Positions**

- Notes:**
- (1) "Term Employees" shall be paid on a daily rate basis and shall advance through the increment structure of the classification in which employed.
  - (2) A custodian in charge of a school shall be paid ten (\$0.10) cents per hour above the scheduled rate plus an allowance of five (\$0.05) cents per hour for each member of the custodial staff under his/her supervision.
  - (3) An employee operating the Board's tractor shall be paid an additional one (\$1.00) dollar per hour while operating the tractor.
  - (4) Every custodial employee shall be given no less than two (2) weeks of training during his/her probation period with the Board.
  - (5) Lead hand rate shall be thirty-five (\$0.35) cents per hour plus ten (\$0.10) cents for each person he/she directs, on top of the category rate.

**Effective July 1, 2020, notes 2 and 5 are amended as follows:**

- (2) **A custodian in charge of a school shall be paid fifty (\$0.50) cents per hour above the scheduled rate plus an allowance of twenty-five (\$0.25) cents per hour for each member of the custodial staff under his/her supervision.**
- (5)
  - (a) **A lead hand rate shall be fifty (\$0.50) cents per hour plus twenty-five (\$0.25) cents for each person he/she directs, on top of the category rate.**
  - (b) **High school Lead Hand rate for Custodial shall be thirty-five (\$0.35) cents per hour, plus ten (\$0.10) cents for each person they direct, on top of the category rate.**

## SCHEDULE "B"

### LETTERS OF UNDERSTANDING AND MISCELLANEOUS AGREEMENTS

1. RE: Hours of Work Special Education

Upon the request of the Union for additional hours to cover the needs of special needs students, the Board will review with the Principal such need. With the Principal's concurrence, the Board will assign more hours to meet the needs.

**Renewed by the Parties on March 15, 2019.**

2. RE: Letter of Understanding – Professional Development Day

Representatives of the Union and the Employer shall meet with representatives of the NW Teachers' Union to discuss the possibility of a district professional development day and a suitable date for it. In the event that a district wide professional development day is possible, so that all schools may close, the Union and the Employer shall arrange plans for a professional development day for members of CUPE Local 409. Temporary and casual employees who would otherwise have worked the school day before and the school day after a professional development day shall be eligible to attend and, if in fact attend, shall receive the same total compensation as they would have received had it been a regular school day.

**Renewed by the Parties on March 15, 2019.**

3. RE: Letter of Understanding – Layoffs

New Westminster School Board  
Employees' Union, Local 409  
Canadian Union of Public Employees

Dear Sirs:

This confirms the understanding reached with you in our negotiating a settlement of the 1984 Collective Agreement that we will now include the following as part of our policy:

"It is the policy of the Board, if required to reduce the number of non-teaching personnel, to take the following steps in sequence:"

- (1) Search for opportunities for re-deployment and/or retraining.
- (2) Search for acceptable reductions in the amount of service to be provided by some employees.
- (3) Search for humane methods of staff reductions, including Early Retirement Incentive Plans.

*Schedule "B" continued...*

The Board of School Trustees of School District No. 40 (New Westminster)

**Renewed by the Parties on March 15, 2019.**

4. RE: Buy Back of Municipal Pension Plan

The Board agrees that any employee eligible for a buy back of Municipal Pension Plan contributions may make application for the Board to pay its share at the time the employee decides to buy back his/her share of contributions. It should be noted that this provision does not apply to employees who leave the service of the Board and who are subsequently re-hired and who wish to buy back past service.

**Renewed by the Parties on March 15, 2019.**

5. RE: Trades Upgrading

The Parties have agreed to refer the issue of the Upgrading of Trades II employees to a committee of no more than two (2) from each side. It shall be the responsibility of the committee to investigate methods and procedures to upgrade Trades II employees to a TQ level (or agreed upon equivalent). It is understood that the committee shall make recommendations to the Employer and the Union as to how to best accomplish an organized upgrading of trades employees.

**Renewed by the Parties on April 12, 2019.**

6. RE: Letter of Understanding – Job Sharing Committee

The Parties agree that a committee composed of two (2) representatives of the Union and two (2) representatives of the Board will be formed no later than **October 31<sup>st</sup>, 2019** to review job sharing. The committee representatives will report back to their respective Parties within **six (6)** months of the formation of the committee. If both Parties agree on job sharing language, it will be put into effect on a mutually agreeable date. If both Parties do not agree on job sharing language, the matter will be referred to the next round of bargaining.



Schedule "B" continued...

7. RE: Letter of Understanding - Spring Staffing Process for Student Support Staff

**LETTER OF UNDERSTANDING**

**RE: Spring Staffing Process for Student Support Staff**

Between

The Board of Education of School District No. 40 (New Westminster)  
(Hereinafter referred to as "the Employer")

And

The Canadian Union of Public Employees Local 409  
(Hereinafter referred to as "the Local")

**Posting of Positions**

With the intent of confirming student support staff employment status by June 30<sup>th</sup> of each school year and the continuation of employee benefits throughout the summer break, the following shall apply between May 1 – June 30. Extension to these timelines shall be by mutual agreement:

1. Student support vacancies for the following school year will be posted in accordance with Article 4.02 of the Collective Agreement, with timelines for the postings reduced from ten (10) to three (3) working days.
2. Student support staff in positions that may be deemed redundant by the Board for the following school year will be notified in writing, prior to the first round of postings. These employees will have the options available to them in accordance with Article 4.05 of the Collective Agreement and will be provided three (3) working days to decide to accept a posted position, bump, be placed on recall, or accept severance.
3. The Board will circulate a seniority list of student support staff sorted by classification, hours of work, and work site.
4. If an employee is bumped, they will have the same provisions as outlined in the second sentence of 2 above.
5. Employees who have received written notice and who have not been successful in obtaining a posted position will be placed on the recall list as per Article 4.05 of the Collective Agreement.
6. The Board of Education will be consulted if senior staff is contemplating issuing a layoff notice to student support staff of CUPE Local 409 between October 1<sup>st</sup> and June 30<sup>th</sup> in a school year.

The parties agree to review this Letter of Understanding prior to March 30 of each year.

  
\_\_\_\_\_  
Marcel Marsolais, President  
CUPE Local 409

  
\_\_\_\_\_  
Bob Tamblyn, Director  
Human Resources & Information Services

Schedule "B" continued...

8. RE: Letter of Understanding – Contract Management Committee Meetings

**LETTER OF UNDERSTANDING #11**

June 29, 2011

Marcel Marsolais, President  
CUPE Local 409

Dear Marcel :

**Re: Contract Management Committee Meetings**

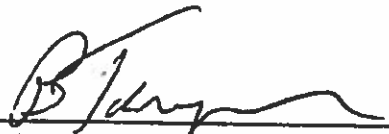
In accordance with Article 9.01 Grievances and 9.02 Arbitration, the Parties agree that any disagreement or violation must be dealt with in a timely manner.

The purpose of the Contract Management Committee will be to attempt to resolve any confidential personnel matters and grievances. The Committee will meet on a monthly basis, or as mutually agreed by the parties. Both parties agree that at least two representatives from the Union and two representatives from the Employer will form part of the Committee.

These meetings will be pre-scheduled on a yearly basis each September. However, it does not preclude the Union and the Employer representatives to meet to resolve any urgent matters prior to the scheduled meeting date. Alternatively, if there are no issues to be resolved at the time of the Contract Management meeting date then, with mutual agreement, the meeting will be deferred.



Marcel Marsolais, President  
CUPE Local 409



Bob Tamblyn, Director  
Human Resources & Information Services

Schedule "B" continued...

9. RE: Letter of Understanding – Summer Team Cleaning

**LETTER OF UNDERSTANDING**

**RE: Summer Team Cleaning**

Between

The Board of Education of School District No. 40 (New Westminster)  
(Hereinafter referred to as "the Employer")

And

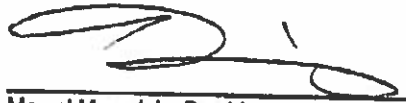
The Canadian Union of Public Employees Local 409  
(Hereinafter referred to as "the Local")

This Letter of Understanding clarifies the procedures to be utilized when the employer implements summer team cleaning.

1. The number of sites and teams will be determined by the operational needs of the district. Teams shall typically be established into three (3) groups that are in closest proximity to the affected employees specific school or location.
2. Prior to the 4<sup>th</sup> Friday of May, the Employer will distribute a schedule and the number of summer cleaning crews required to both the employees and the Union
3. Custodians may request to work with an alternate team and, if practicable, the request will be granted.
4. Employees shall be compensated in accordance with article 10.09 Driving Allowance for any additional kilometers they may have to travel from their regular specific school and or location.

The parties agree to review this Letter of Understanding prior to March 30 of each year.

Dated this 13 day of February, 2012



Marcel Marsolais, President  
CUPE Local 409



Bob Tamblyn, Director  
Human Resources & Information Services

Renewed by the Parties on March 15, 2019.

Schedule "B" continued...

10. RE: Letter of Understanding - Bargaining Unit Inclusions  
Community Program Development Officer; Strong Start Facilitator & Settlement  
Workers in Schools

Between

**BOARD OF EDUCATION**  
**SCHOOL DISTRICT NO. 40 (NEW WESTMINSTER)**  
(hereinafter referred to as "the Employer")


And


**Canadian Union of Public Employees LOCAL 409**  
(hereinafter referred to as "the Union")

1. The Employer created the position of **Community Program Development Officer** with responsibility for playing a leadership role in the development of community oriented programming with an education focus. The position reports to the Director of Instruction – Student Services. The Employer identified the requisite qualifications, fitness and abilities consistent with the goals of the district and the various program objectives.
2. The Employer created the position of **Strong Start Facilitator** responsible for delivery of the Strong Start program at a Strong Start Learning Centre under the direction of a school-based administrative officer. The Employer identified the requisite qualifications, fitness, and abilities consistent with the program objectives and direction of the Ministry of Education.
3. The Employer created the position of **Settlement Worker** responsible for delivery of a range of outreach and on site support services to district staff to assist with the successful integration of first year (and others as needed) newcomer children and families within the district under the direction of the District Multicultural Coordinator or designate. The Employer identified the requisite qualifications, fitness and abilities consistent with the program objectives and direction of the Ministry of Education.
4. The Employer has agreed to the inclusion of the above positions within the bargaining unit represented by the Union. The Union has agreed to the necessary amendments to the Collective Agreement to recognize the distinct requirements of this position. In extending this voluntary recognition, the Employer does not concede it was obliged to post and fill the initial position under the Collective Agreement. It extends recognition without prejudice to the stand it may take in the creation of new positions in the future.
5. Vacancy postings under the Collective Agreement must include the "required ability" for the position. Article 4.04, Promotions and Transfers, provides that the Employer "shall determine qualifications, experience, skills and ability in a fair and equitable manner."

6. The Union and Employer have agreed to the transitional arrangement for the incumbent employees in the attached Schedule 1.
7. The schedule and hours of work for the **Community Program Development Officer** position are outlined in the attached Schedule 2. For the purpose of scheduling vacation, the Union and the Employer have agreed to recognize the operational requirements and needs of the district.
8. The daily operation of the **Strong Start program** does not mirror the K-12 education programs or the school day. The Union and Employer have agreed to recognize this in the application and administration of Article 2.04, Four-Hour Minimum, of the Collective Agreement. The Union and the Employer agree to the hours and scheduling of work as in the attached Schedule 2.
9. The schedule and hours of work for **Settlement Workers** are outlined in the attached Schedule 2. The annual vacation for Settlement Workers is to be scheduled so there is no interruption with the delivery of the program. For the purpose of scheduling vacation, the Union and the Employer have agreed to recognize the operational requirements and needs of the program.
10. The Strong Start program is linked to the School Calendar. It is agreed that as a ten-month program, the annual vacation for the **Strong Start Facilitator** is to be scheduled so there is no interruption with the delivery of the program.
11. For the purpose of vacation entitlement, the Union and the Employer have agreed to include the **Strong Start Facilitator & the Settlement Workers in Schools** under Article 2.07(h), Vacation and Holiday Periods, of the Collective Agreement.
12. Seniority, vacation and holiday periods, service recognition pay, and severance pay for the current incumbent, as of this date, in the **Community Program Development Officer** position will be as outlined in Schedule 3.

AGREED TO THIS 23<sup>rd</sup> DAY OF January, 2013.

  
\_\_\_\_\_  
Phil Cookson For School District No. 40

  
\_\_\_\_\_  
Marcel Marsolais For CUPE Local 409

## SCHEDULE 1

### TRANSITIONAL AGREEMENT WITH RESPECT TO THE INCUMBENTS

The parties agree that the incumbent *Community Program Development Officer* shall be recognized as a regular full time employee of the School District within the CUPE Local 409 bargaining unit, who will continue to be paid at the rate previously established by the School District, pending any decisions coming from the Exempt Staff Compensation Review.

The parties agree that the incumbent *Strong Start Facilitators* shall be recognized as regular term employees of the School District within the CUPE Local 409 bargaining unit who will continue to be paid at the rate set out in the current contract of employment with the School District until June 30, 2008 or an earlier date mutually agreed to by the parties.

The parties agree that the incumbent *Settlement Workers* shall be recognized as regular term plus employees of the School District within the CUPE Local 409 bargaining unit who will continue to be paid at the rate set out in the current letter of employment with the School District until July 18, 2008 or an earlier date mutually agreed to by the parties.

## SCHEDULE 2

### AGREEMENT WITH RESPECT TO HOURS OF WORK

#### Article 2.01, Hours of Work

Pursuant to Article 2.01, Hours of Work, the parties agree that, having regard to the unique nature of the *Community Program Development Officer & Settlement Worker* positions and the needs of the program & district, there is a requirement for flexibility in scheduling the hours of work from Monday to Sunday, with the *Community Program Development Officer & Settlement Worker* taking two consecutive days off. The hours of work shall be scheduled between 8:00 a.m. and 9:00 p.m. Monday to Friday; and between 8:00 a.m. and 4:30 p.m. on Saturday and Sunday. This flexibility in scheduling the hours of work will require the employee(s) to be available for work on Saturday and Sunday. The Community Program Development Officer position is defined as 35 hours per week.

The Strong Start Centre will be open for up to five days per week, Monday to Sunday inclusive. Pursuant to Article 2.01, Hours of Work, the parties agree that having regard to the unique nature of the role of the *Strong Start Facilitator* and the needs of the program, there is a requirement for flexibility in scheduling the hours of work from Monday to Sunday, with the *Strong Start Facilitator* taking two consecutive days off. The hours of work shall be scheduled between 8:00 a.m. and 9:00 p.m. Monday to Friday; and between 8:00 a.m. and 4:30 p.m. on Saturday and Sunday. This flexibility in scheduling the hours of work will require the employee(s) to be available for work on Saturday and Sunday.

Work beyond a 35-hour work week shall be deemed to be overtime. Where conditions necessitate overtime, and where the work is authorized, such overtime shall be paid for at the rate of double time.

***A Community Program Development Officer, a Strong Start Facilitator or a Settlement worker*** may decline a shift on a Friday evening or on a Sunday, provided the needs of the program are met by remaining staff attached to the program, with first right of refusal determined by seniority (or by coin toss, if seniority is equal).

**Article 2.04, Four-Hour Minimum**

Pursuant to Article 2.04, Four-Hour Minimum, the parties agree that, having regard to the unique nature of the Community Program Development Officer position, ***the Strong Start Facilitator position & the Settlement Worker position***, the needs of the program & district, and the requirement for flexibility in scheduling hours of work outside of the regular hours of work, the four-hour minimum shift shall be interpreted as an average of four hours of work daily over the course of a four week period.

**Article 2.07(h), Vacation and Holiday Periods**

As term employees, Article 2.07(h), Vacation and Holiday Periods, applies to the ***Strong Start Facilitators***.

As term plus (10.5 month) employees, ***Settlement Workers*** will schedule and take their annual vacation on a scheduled basis. Vacation will be scheduled so there is coverage over the Spring, Summer and Winter breaks.

**SCHEDULE 3**

**COMMUNITY PROGRAM DEVELOPMENT OFFICER**

**AGREEMENT WITH RESPECT TO SENIORITY, VACATION AND HOLIDAY PERIODS, SERVICE RECOGNITION PAY, AND SEVERANCE PAY**

Pursuant to Article 1.01(g), Definitions, Seniority, and without prejudice to any position either the Union or the Employer may take on any similar matter in the future, the parties agree that the seniority date of the Community Program Development Officer will be January 4, 2005.

Pursuant to Article 2.07, Vacation and Holiday Periods, and without prejudice to any position either the Union or the Employer may take on any similar matter in the future, the parties agree that the vacation entitlement date of the Community Program Development Officer will be September 11, 2000.

Pursuant to Article 3.02, Service Recognition Pay, and without prejudice to any position either the Union or the Employer may take on any similar matter in the future, the parties agree that the service recognition date of the Community Program Development Officer will be September 11, 2000.

Pursuant to Article 3.03, Severance Pay, and without prejudice to any position either the Union or the Employer may take on any similar matter in the future, the parties agree that if necessary, the date used to calculate severance pay for the Community Program Development Officer will be September 11, 2000.

**THE FOLLOWING ARTICLE IN THE COLLECTIVE AGREEMENT IS AMENDED AS FOLLOWS:**

**ARTICLE 4.14 SERVICE TO STUDENTS/DISRUPTION OF PROGRAMS**

Bumping or transfers may adversely affect service to students or cause disruption to programs. Therefore, Special Education Assistants, Special Assistants, Community Program Development Officers, Settlement Workers, and Strong Start Facilitators may be transferred, promoted and/or bump with effect at Winter Break, at Spring Break or from the beginning of a new school year unless otherwise approved by the Board. Any employee who may suffer a financial loss of wages due to the postponement of an otherwise legitimate transfer, promotion or right to bump, shall be compensated fully by the Board.



11. Re: Letter of Understanding

Between

**BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 40 (NEW WESTMINSTER)**  
(hereinafter referred to as "the Employer")

And

**Canadian Union of Public Employees LOCAL 409**  
(hereinafter referred to as "the Union")

The parties to this Letter of Understanding (LOU) are the Board of Education for School District No. 40 (New Westminster) (hereinafter referred to as "the Employer"), and the Canadian Union of Public Employees Local 409 (hereinafter referred to as "the Union"). This Letter of Understanding applies to each school year commencing **July 1, 2019** and ending **June 30, 2022** except as may otherwise be provided for in this LOU.

The Employer intends to follow a modified school calendar that includes a two week Spring Break for each of the aforementioned school years or as may be determined by the Superintendent of Schools.

In the event the Superintendent of Schools confirms, in writing, of the reversion to a one week spring break, or other school calendar modifications as may be required, it is understood and agreed that this LOU will cease to have effect and will be null and void. Any outstanding balances in the Second Week Bank (plus or minuses) will be collected, paid out or with mutual agreement between the Union and the Employer otherwise reconciled within 30 calendar days.

The intent of this LOU reflects the Boards ongoing commitment that school term support staff shall not experience a reduction of income due to the implementation of a two week spring break. Additionally there are to be no additional costs resulting from the implementation and application of this LOU. For the purpose of this LOU, the second week of spring break shall be referred to as the "Second Week".

This agreement is without prejudice and is not intended to affect other terms and conditions of the current collective agreement.

1. All school term employees classified under Article 1.01(a), (c), (d) & (e) (referred to as "School Term Employees" for the purpose of this Memorandum) who do not normally work during spring break, will be scheduled to work "additional minutes" each shift as outlined and in accordance with this LOU.
2. School term employees classified under Article 1.01(f) are not covered by this LOU and are paid under the terms and conditions of the Collective Agreement for hours worked.
3. Such additional minutes will be recorded at regular time and constitute the "revised hours of work" for the purpose of this agreement. All such minutes will be accumulated in

*Schedule "B" continued...*

a bank (the second week bank) and included on an employees pay statement, at straight time, and to be paid out as wages during the "second week".

4. The provisions of Article 2.02 will not apply to the additional minutes.
5. Article 2.02 will continue to apply as required for all time over and above the "revised hours of work" with affected CUPE employees in accordance with point 1 of this LOU.
6. School Term Employees, in such a position as of the Monday of the last regular working week prior to Spring Break, will receive their regular weekly wage for the "second week", calculated as the typical weekly earnings (not including overtime) in the last regular working week prior to Spring Break.
7. On the last pay period of the school year, employees who have a positive balance in their second week bank will be paid out that balance. Employees have a negative balance in second week bank will have that amount deducted from their final pay in June.
8. If an employee is absent for a period of time on an approved WorkSafe claim, additional time will be banked for their use during the closure week as if the employee had worked the additional time.
9. Similarly, for approved leaves pursuant to Articles 3.11, 3.12, 3.13, 3.14(a) (b) & (g), 3.19, 3.20, 3.22 and any other agreed-to leaves, employees will be deemed to have worked the additional time during the periods of such leaves.
10. Employees using occasional sick leave days pursuant to Article 3.11 will be deemed to have worked the additional time on these days to a maximum of 12 sick days. After 12 sick days have been taken, employees will be required to make up the additional time not worked for sick time taken over and above the 12 days. In cases in which the employee has a serious illness or disability, supported by adequate medical documentation, that exceed 12 days, the additional time will not have to be made up for the period of illness or disability.
11. For partial day leaves, inclusive of Union Leave, employees are expected to complete the balance of their Revised work day.
12. For all other leave, including vacation leave, employees will make up the additional time not worked during such leaves. If this is not possible or practical, any resulting overpayments will be recovered during the pay period that includes June 30 of that school year. Such time will be recorded by the administration and submitted to the Payroll Department monthly and prior to the pay period containing June 30 of the school year.
13. Employees who start late in the year, resign, are terminated, sever their employment or otherwise have their employment severed during the year, or otherwise have an interruption in their employment, will have their bank adjusted and pay reconciled accordingly.

*Schedule "B" continued...*

14. Nothing in this agreement affect or interferes with an employee's entitlement to use vacation banks to provide income for some or all of the first week of spring break, or to top up any deficiency that may exist as between the second week bank balance and the employee's regular pay as defined in section 5 to insure the maintenance of income.
15. This agreement does not affect an employee's entitlement to the benefit plans. This agreement is without prejudice and is not intended to affect other terms and conditions of the current collective agreement.

Agreed to on the 15 day of March, 2019.

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Marcel Marsolais, President  
On behalf of CUPE Local 409

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Robert Weston, Executive Director of HR  
On behalf of School District 40

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Michael Reed, National Representative  
On behalf of CUPE Local 409

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Kim Morris, Secretary-Treasurer  
On behalf of School District 40

**SCHEDULE "C"**

CANADA	)	IN THE MATTER OF THE BOARD OF
	)	SCHOOL TRUSTEES OF SCHOOL
PROVINCE OF	)	DISTRICT NO. 40 (NEW WESTMINSTER)
	)	
	)	AND
	)	
BRITISH COLUMBIA	)	THE NEW WESTMINSTER SCHOOL BOARD
	)	EMPLOYEES' UNION, LOCAL 409,
	)	CANADIAN UNION OF PUBLIC EMPLOYEES

**STATUTORY DECLARATION**

I, \_\_\_\_\_, in the Province of British Columbia, do solemnly declare

(1) I am an employee of the Board of School Trustees of School District No. 40 (New Westminister) (hereinafter called the "Board") and a member of the New Westminister School Board Employees' Union, Local 409, Canadian Union of Public Employees (hereinafter called the "Union").

(2) I was absent from work through illness on the following days, that is,

(3) The nature of my illness was

\_\_\_\_\_

(4) The medical practitioner who treated me for the illness was

\_\_\_\_\_  
(Name of Medical Practitioner)

(5) The said medical practitioner refused to complete the certificate of illness required under Article 3.11 (a) (i) of the Collective Agreement between the Board and the Union.

For the use only when the duration of the illness is more than three (3) full days but less than five (5) full days.

AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME AT \_\_\_\_\_

In the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

)  
)  
) \_\_\_\_\_  
(Signature)

## **SCHEDULE "D"**

### **MEMORANDUM OF AGREEMENT: PAY EQUITY IMPLEMENTATION AND MAINTENANCE AGREEMENT**

The Board and the Union agree to the principles and concept of pay equity and will, subject to continued government funding, endeavour to attain pay equity. To that end, the Parties agree as follows:

#### **ARTICLE 1 – AGREEMENT**

- 1.1 The Board and the Union have completed a gender neutral job evaluation review for all employees covered by the Collective Agreement between the Parties using the Job Evaluation Manual.
- 1.2 The Board and the Union agree that the job descriptions developed through the job evaluation review are reflective of current classifications within the school district and become the recognized job descriptions. Job descriptions shall not be eliminated without prior notification to the Union.
- 1.3 If an employee believes a position is improperly classified, or, if a new classification is created, the matter shall be referred to the Joint Job Evaluation Committee whose function shall be to determine the appropriate rate of pay by using the Job Evaluation Manual.
- 1.4 Article 4.06 Description of Work and Classifications is deleted and replaced with the following:  
  
"Article 4.07 Classification/Reclassification/Job Evaluation/Maintenance"  
  
If an employee believes a position is improperly classified, or, if a new classification is created, the matter shall be referred to the Joint Job Evaluation Committee whose function shall be to determine the appropriate rate of pay by using the Job Evaluation Manual.
- 1.5 The Parties agree that this Memorandum of Agreement shall form part of the Job Evaluation Manual.

#### **ARTICLE 2 – THE JOINT JOB EVALUATION COMMITTEE (JJEC)**

- 2.1 A job evaluation committee composed of two (2) representatives from each Party shall conduct the job evaluation review. Either Party may engage advisors to assist its representatives; however, only the representatives may vote on any issues. The Parties shall endeavour to have representatives who represent the variety of jobs and are gender balanced.
- 2.2 The Board and the Union shall each designate one (1) of its representatives to act as co-chairperson.

*Schedule "D" continued...*

- 2.3 Each Party may appoint alternate representatives to serve as replacements for absent representatives or to assist the committee in its work, from time to time. The names of alternate representatives shall be submitted to the JJEC. Alternate members shall have the right to vote only when replacing a regular committee member who is absent.
- 2.4 Union committee members and alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the committee. These members shall continue to have all the rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 2.5 Business decisions of the committee shall be unanimous. Job rating decisions shall be final and binding on the Parties and the employees affected.

**ARTICLE 3 – MANDATE OF JJEC**

- 3.1 The JJEC shall maintain the pay equity program by:
  - (a) Evaluating all the jobs using the Job Evaluation Manual.
  - (b) Maintaining the integrity of the program.
  - (c) Recommending changes to the Job Evaluation Manual, its procedures or methods, as may be deemed necessary from time to time, to the Parties.

**ARTICLE 4 – WAGE ADJUSTMENTS**

- 4.1 The "Pay Equity Adjusted Rates" analysis will form the starting point for future pay equity wage and adjustments.
- 4.2 On April 1, 1995, School District No. 40 (New Westminster) received pay equity funding made available by the BC Government for fiscal 95/96 in the amount of one percent (1%) of CUPE Payroll (\$4,650,000). School District No. 40 has received the following interim pay equity funding:

School District No. 40 (New Westminster) Interim Pay Equity Funding

Year 1	Funding received May 1, 1996, \$46,500 Retroactive to April 1, 1995
Year 2	Funding received August 31, 1999, \$47,836 Retroactive to April 1, 1998
Year 3	Funding received May 15, 2000, \$50,337 Retroactive to April 1, 1999

*Schedule "D" continued....*

- 4.3 The Board implemented a one (1%) percent across the Board interim pay equity adjustment with effect on April 1, 1995 as per the Letter of Understanding dated January 17, 1996.
- 4.4 Future pay equity adjustments are subject to continued government funding. Any additional funds received from the government in 1999 or 2000 shall be distributed on a cents per hour basis towards the pay equity targets in Article 4.1 above or as agreed between the Board and the Union. The cents per hour calculation noted in this section is "net" of wage dependent benefits (CPP, EI, WBC, and pension). If government funding of pay equity ceases, the wage rates will revert back to the existing wage rates subject to any negotiated wage increases.

#### **ARTICLE 5 – RETROACTIVITY**

- 5.1 Retroactive payments for all current and former employees shall be made within three (3) months of the ratification of this Agreement. The payments shall include interest earned by the Board on funds held in deposit from the date received to the date of retroactive payment.

#### **ARTICLE 6 – MAINTENANCE PLAN**

- 6.1 The Job Evaluation Manual will be used to evaluate existing and new jobs that fall within the scope of this Agreement. The payments shall include interest earned by the Board on funds held on deposit from the date received to the date of retroactive payment.
- 6.2 It is important to maintain accurate descriptions and job ratings on an ongoing basis. Failure to do so will serve to impair the integrity of the program. In order to maintain the program, the Union and the Board agree to adopt the following processes:
  - 6.2.1 When the Board establishes a new position, the following procedures shall apply:
    - (a) The Board will prepare a draft job description for the new job. The job description shall be presented and discussed with the Union and shall become the recognized job description unless the Union presents written objection within thirty (30) days. The issue may be subject to the grievance procedure pursuant to Article 9 of the Collective Agreement.
    - (b) Prior to posting, the Board will establish a temporary pay grade for the job based on the draft job description. The job will then be posted in accordance with Article 4.02 of the Collective Agreement and the successful candidate will be paid the temporary rate of pay.
    - (c) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire will be submitted, along with any suggested revisions to the job description, to the JJEC. The job will then be rated by the JJEC in accordance with the established Job Evaluation Manual procedure.

*Schedule "D" continued...*

- (d) If the rate of pay increases as a result of the six (6) month review, such increase shall be paid to the incumbent(s) effective the date of his/her appointment to the job. In the event that the rate of pay decreases as a result of the six (6) month review, the reduced rate of pay will be paid at the beginning of the next pay period following completion of any appeal process and notification to the incumbent and the Union by the Board.

6.2.2 Whenever the Board substantially changes the duties and responsibilities of a position or the incumbent(s)/Union feel that the duties and responsibilities of a position have been substantially changed, the following procedures shall be followed:

- (a) The incumbent(s)/Union, the supervisor or the Board may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration form. The employee and the supervisor shall then complete a Job Analysis Questionnaire, which shall be submitted to the JJEC.
- (b) Upon receipt of a completed Job Evaluation Reconsideration form and a completed Job Analysis Questionnaire, the JJEC shall meet to evaluate the request. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the work site. The JJEC shall then evaluate the reconsideration request and make a decision that shall be final and binding upon the Parties and all employees affected.
- (c) Where it has been determined by the JJEC that the job description has in fact changed, the Board will update the job description. The job will then be rated by the JJEC with the Job Evaluation Manual procedure and a new rating for the job shall be established. The incumbent(s) and the supervisor shall be advised of the rating decision and its rationale.
- (d) If the job is rated at a higher pay band than the existing pay band, the incumbent's rate of pay shall be adjusted retroactive to the date that the Board received the completed Job Evaluation Reconsideration form and the Job Analysis Questionnaire.
- (e) If the resulting review determines that the job is rated at a pay band lower than the existing pay band then the incumbent(s) in the position shall be retained at the existing rate of pay and shall be entitled to any general wage increases negotiated between the Parties. Employees subsequently hired into the position shall be paid at the rate determined by the procedures set out in Article 6.2.1 above.
- (f) After a job evaluation review has been completed for an existing classification, there shall be no further review for a period of twelve (12) months.



*Schedule "D" continued....*

- 6.3 The parties will review all classifications once every five years.
- 6.4 A master file will be retained by the Board and will include Job Evaluation Forms, the residual analysis table, point scores, classification re-evaluation point factors, and a copy of revisions to job descriptions. A copy of the document to be added to the master file shall be provided to the Union upon completion of the job classification review.

#### **ARTICLE 7 – PROCEDURE FOR RESOLVING DISPUTES**

- 7.1 In the event that the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Manual, the Committee shall request, within ten (10) working days that each party designate an advisor to meet with the committee. The two (2) advisors will meet with the committee and attempt to assist the committee in reaching a decision. If, after meeting with the two advisors, the committee remains unable to agree upon the matter in dispute, either the Board or the Union may refer the dispute to Article 9.02 of the Collective Agreement.
- 7.2 Following exhaustion of the grievance procedure noted in Article 7.1 above, either Party to this agreement may, within ten (10) working days, submit the dispute to arbitration.
- 7.3 The arbitrator shall be bound by the Party's Job Evaluation Manual and shall not have the power to modify or amend any of the provision of the manual.
- 7.4 The Parties agree that a single arbitrator with experience in job evaluation will be selected to resolve disputes under this memorandum. The arbitrator's fees and expenses shall be shared equally between the Union and the Board.
- 7.5 The time limits contained in this agreement may be extended by mutual agreement of the Parties in writing.

#### **ARTICLE 8 – RATIFICATION AND APPROVAL**

- 8.1 This agreement is subject to the ratification by the Board, the Union and requires approval of the British Columbia Public School Employers' Association and the Public Sector Employers' Council.

Agreed this 28<sup>th</sup> day of September 2000.

# SCHEDULE "E"

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

## 1. Term

July 1, 2019 to June 30, 2022

## 2. Wages Increases

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

## 3. Local Bargaining

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

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

The \$7 million is an ongoing annual amount.

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

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#### 4. Benefits

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

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

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

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

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

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

#### 5. Safety in the Workplace

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

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

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

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

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

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

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

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

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

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

##### **Structure:**

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

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

**Mandate:**

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

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

**Terms of Reference:**

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

**Funding:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Committee Funding**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties ~~in accordance with Appendix A~~

NO LATER THAN NOVEMBER 30<sup>th</sup> 2019.

AB

**18. Funding**

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

**19. Provincial Bargaining**

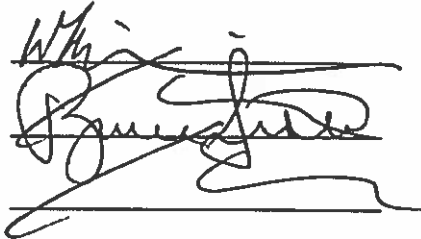
The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. \$200,000 will be allocated as of July 1, 2020.

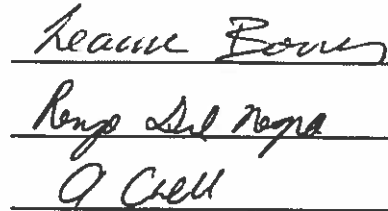
Dated this 12<sup>th</sup> day of July, 2018.

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

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

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





Miranda  
R. Lavallo  
Mel  
Stinson  
777  
Patricia  
S. Lindgren  
Marcel  
Junk

W. ...  
H. ...  
Robert Wick  
W. ...  
The ...  
Harvey Campbell  
C. S.  
B. Boyd  
P. ...

CUPE  
W. ...

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

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

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

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

E & O E

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

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

\_\_\_\_\_  
BCPSEA  
Leanne Bowes

\_\_\_\_\_  
K-12 Presidents' Council  
Warren Williams

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

**Between:**

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

**And:**

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

**Re: Public Sector General Wage Increases**

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

**E & O E**

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



## Refusing unsafe work

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

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

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

### Steps to follow when work might be unsafe:

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

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

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

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

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed.

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

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

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

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

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

## WORK SAFE BC

### Worker Rights and Responsibilities:

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

#### Your rights

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

#### Your responsibilities

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

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

### Employer Responsibilities:

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

### Your responsibilities

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

### Supervisor Responsibilities:

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

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

### Your responsibilities

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

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



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