

# **COLLECTIVE AGREEMENT**

**Between**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY)**

**and**

**UNITED STEELWORKERS, LOCAL 1-1937**

**July 1, 2019 – June 30, 2022**

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THIS AGREEMENT effective the 1 day of July, 2019.

**BETWEEN:**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY)**  
(Hereinafter called the "Board")

Party of the first part

**AND**

**UNITED STEELWORKERS, LOCAL 1-1937**  
(Hereinafter called the "Union")

Party of the second part

**PREAMBLE:**

The purpose of this Agreement is to maintain the harmonious relations so necessary between the Employees and the Board, and to recognize the mutual value of joint discussion and negotiations in all matters of mutual concern.

**ARTICLE I - BARGAINING AGENCY**

**SECTION 1**

- (a) The Board recognizes the Union as the sole bargaining agency on behalf of its employees and the Parties hereto have agreed to enter into this agreement as affecting and relating to the staff of the Board (but excluding employees certified by Canadian Union of Public Employees, Local 5101, Teachers and exempt employees).
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance and arbitration procedure as provided Article IV.
- (c) Shop Committee Recognition - There shall be established a Shop Committee consisting of not less than three (3) members and not more than seven (7) members with completed probationary periods. The Union will notify the Board, in writing, of the members on the Committee and of changes in the Committee, should any occur.

**SECTION 2**

- (a) All new employees shall, on completion of their probationary period, become members of the Union and maintain membership therein throughout the term of this agreement, as a condition of continued employment. The Union check-off form shall be completed and forwarded to the Union office on completion of the probationary period.
- (b) During orientation, the Board shall provide all new employees with a copy of the current Collective Agreement and materials supplied by the Union. An employee orientation session will also be made available for employees, with representatives of School District 79 and USW Local 1-1937, each year at the In-Service Day following achieving seniority.

**SECTION 3**

The Parties hereto agree that should any dispute arise as to the meaning and application of this agreement, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made to settle the same in accordance with the grievance procedure as outlined in Article IV.

**SECTION 4**

The Board and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing working conditions and adjusting any matters within the confines of this agreement, which come within the scope of collective bargaining between employer and employee.

**ARTICLE II - MANAGEMENT'S RIGHTS****SECTION 1**

The management of the workforce and of the methods of operation is vested exclusively in the Board, except as otherwise specifically provided in this agreement, and as may be subject to the grievance procedure.

**SECTION 2**

The Board shall have the right to select its employees and to discipline or discharge them for proper cause. However, any employee who feels unfairly treated may appeal through the grievance procedure as provided in Article IV.

**ARTICLE III - DEFINITIONS****SECTION 1: REGULAR EMPLOYEE**

An employee who has completed their probationary period and who may or may not have been appointed by the Board in accordance with the provisions of the School Act.

**SECTION 2: PROBATIONARY EMPLOYEE**

An employee who is serving a probationary period in a position to determine their suitability as a regular employee.

**SECTION 3: CASUAL EMPLOYEE**

An employee who does not hold a regular job assignment and who may or may not be entitled to benefits under this Agreement, either as a probationary or regular employee.

**SECTION 4: RESIGNATIONS**

All voluntary terminations of employment prior to reaching retirement are deemed to be resignations.

**SECTION 5: RETIREMENT**

Retirement is the termination of employment in conformity with the Superannuation Act.

#### SECTION 6: CALL-OUT

A call-out occurs only when an employee is brought back to work after having officially completed their duties for the day or the week and has left the job in the normal manner.

#### SECTION 7: LAY-OFF

A lay-off is a reduction in the workforce or a reduction in the regular hours of work.

#### SECTION 8: FISCAL YEAR

The fiscal year commences on the 1<sup>st</sup> day of July and ends on the last day of June the following year.

### **ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE**

#### SECTION 1: SETTLING DISPUTES

Should a dispute arise between the Board and the Union regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, the parties will resolve the dispute according to this article without work stoppage.

An employee is entitled to have the shop steward present at all meetings with the Employer while resolving a dispute. Neither the grievor nor the representatives of the Union involved in resolving a dispute will suffer loss of pay because of attending grievance meetings, meetings with the Employer to resolve the dispute or arbitration proceedings. Such employees will first request permission from their supervisor to leave the job site and their supervisor will not unreasonably deny the request.

Time limits will be extended during a shut-down so that an Employee's right to grieve will not be affected.

Other time limits in the grievance procedure may be extended by mutual agreement of the parties.

##### Step 1

Within two weeks of an incident giving rise to a dispute between the parties, the Employee may meet with their supervisor in an attempt to resolve the dispute.

##### Step 2

If there is no resolve to the dispute within one week, the Shop Steward may meet with the Employee's immediate supervisor in an attempt to resolve the dispute.

##### Step 3

If there is no resolve to the dispute within two weeks, the Union may file a written grievance with the Director of Operations who shall meet with the Union to attempt to resolve the dispute. The Director of Operations shall respond in writing to the Union within one week of this meeting.

Step 4

If the grievance is not resolved in Step 3 to the satisfaction of the parties, either party may, within two weeks of completing Step 3, request a meeting of the Union and the Employer in which the Employer is represented by the Secretary-Treasurer and at least one School Trustee and/or the Human Resources Committee who shall meet to attempt to resolve the dispute. The Secretary-Treasurer will respond in writing to the Union within one week of this meeting.

Step 5

If the grievance is not resolved in Step 4 to the satisfaction of the parties, either party may, within two weeks of completing Step 4, refer the dispute to an arbitrator.

SECTION 2: ARBITRATION

A dispute referred to arbitration will be heard by a mutually-agreed-to single arbitrator whose decision will be final and binding on the parties. Each party will share equally in the costs of the arbitrator.

SECTION 3: POLICY GRIEVANCE

Where there is a dispute between the parties involving a question of general application or interpretation, or where the grievance involves multiple grievors, the grievance will start at Step 3.

**ARTICLE V - SENIORITY & SEVERANCE**SECTION 1

Seniority, retroactive to the initial date of employment, shall be established following forty (40) working days of service as a probationary employee, within the six (6) month period immediately following the date of entering employment. During the forty (40) working days of the probationary period an employee may be transferred, laid-off, or terminated without such action becoming a matter subject to the grievance procedure, except as provided under the provisions of the Provincial Labour Code.

SECTION 2

In the lay-off, demotion or promotion of regular employees, competency shall be the primary consideration. Where these are equal, seniority or years of continuous service with the Board shall be the determining factor.

- (a) All lateral transfers or reclassifications into a position previously held by a regular employee shall be made on the basis of the first ten (10) work days being a trial period. If at the end of the trial period the employee does not prove satisfactory in the position then they shall return to their last held position. An employee on their own volition may return to the last held position within ten (10) working days of commencement of the new assignment. Posting for the previously held position shall be delayed for the trial period (ten [10] work days). The previously held position will be filled for the trial period by a senior casual employee.
- (b) All promotions or reclassifications into a position not previously held by a regular employee shall be made on the basis of the first forty (40) work days being a probationary period. If at the end of the probationary period the employee does not prove satisfactory in the position then they shall return to their last held position. An employee on their own volition may return to the last held position within forty (40) working days of commencement of the new assignment. Posting for the last held position shall be delayed for the probationary period (forty [40] work days). The last held position will be filled for the probationary period by a regular employee holding an assignment of less hours than the



vacancy or by a senior casual employee. If filled by a regular employee then the subsequent vacancy will be filled by a senior casual employee.

### SECTION 3

Bus Drivers' probations shall be served only between September 1st and June 30th. Any unfinished probationary periods as of June 30 will carry over to September 1st next. Should a bus driving vacancy occur after May 15th, postings will be deferred until September, with the position being filled by a casual employee wherever possible.

### SECTION 4

Although the Board does not desire to reduce the workforce or hours of work, it is recognized that circumstances may require such action. In making such reductions, the Board and the Union will consult to ensure that such actions are orderly and taken so that seniority is applied.

Prior to any lay-offs, or reduction in hours of work, of regular employees, the Board will consult with the Union through the Shop Committee. Consultation may include examination of options other than lay-off or reduction in hours of work, upon which the Board and the Union may reach agreement.

In the event of a reduction of the working force, providing other qualifications are equal, the last person hired shall be the first released.

(a) It is agreed that seniority during lay-offs shall be retained on the following basis:

(i) Employees with less than one (1) year service shall retain their seniority for a period of six (6) months.

(ii) Employees with one or more years' service shall retain their seniority for one (1) year plus one additional month for each year's service up to an additional six (6) months.

(iii) Notwithstanding the foregoing, during reduction of forces an employee may elect whether or not to apply their seniority to claim a position held by an employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee, or accept lay-off until their regular position becomes available. During reduction of forces, an employee may not apply their seniority to claim a higher paid Journeyman – Certified position. When an employee uses their seniority to take a lower paid position, they will take the position held by the junior person in that category. However, if during the lay-off period the employee wishes to return to work and so notifies the Board, in writing, they shall be called back to work as their seniority entitles them to a job. Where the application of this section results in the displacement of a junior employee, a minimum notice of fifteen (15) working days will apply.

(b) Notice of Termination

When an employee is terminated, except for cause:

(i) two weeks' notice shall be given prior to the effective date of lay-off;

(ii) one additional week's notice shall be given for each subsequent completed year of employment up to a maximum of eight (8) weeks' notice;

- (iii) the period of notice shall not coincide with an employee's annual vacation;
- (iv) an employee who has been given notice of termination will be paid severance pay as follows:
  - employees with less than three (3) years of service - two (2) weeks' severance pay;
  - employees with three (3) or more years of service - one (1) additional week's severance pay for each completed year of service to a maximum of eight (8) weeks' severance pay;
- (v) severance pay will only be paid following expiration of seniority as outlined in Article V - Seniority & Severance, Section 4;
- (vi) an employee who has been given notice of termination may elect severance pay in lieu of the right to seniority and recall as outlined in Article V, section 4.
- (c) It shall be the Board's responsibility to maintain an address file on its employees and it shall be the employee's responsibility to notify the Board in writing of any change of address

## **ARTICLE VI - JOB POSTING**

### SECTION 1

- (a) If a vacancy occurs in a permanent position, or a new position is created which will come within the bargaining unit, such vacancy or job shall be posted for a minimum of five (5) working days. The posting places will be the Maintenance Shop, the Bus Garage, and all schools and sites, with two copies being given to the Union representative.

The posting of vacancies for Bus Drivers shall be done by route number and length of time to complete the job. This system will parallel the current postings procedures undertaken when posting custodial positions.

- (b) Where a vacancy of ten (10) consecutive days or more occurs which is caused by an employee's planned absence due to an illness, vacation or other authorized leave of absence, with appropriate notice of at least ten (10) working days, such job shall be posted as a temporary vacancy and shall be filled by the application of (a) above. Two subsequent vacancies that are a direct result of the original temporary vacancy, will be posted.
- (c) When a person is required to be hired to fill a vacancy created by unplanned illness or injury of a regular employee, or to fill a specific unforeseen or emergent situation for a period of time not to exceed a thirty-day tenure, or for leave of absence as defined in Article IX, excluding persons elected or appointed to full-time union office or elected to civic or government office, it shall not be required to post such vacancies, provided laid-off employees are called back in line with seniority before new employees are hired.
- (d) When a part-time position is increased by one hour or more, the job shall be re-posted.

### SECTION 2: TEMPORARY JOB POSTING

- (a) The job posting notice will have the estimated duration of the job and will be clearly defined as "temporary".
- (b) All temporary postings shall be posted and comply with Article V - Seniority in the agreement.

- (c) The meaning of "temporary" will be no job longer than four (4) months in duration or return of incumbent, whichever occurs first. With the exception of position openings resulting from maternity, parental or adoption leaves.
- (d) Any job which has been estimated before the job has started to go longer than four (4) months, with the exceptions as in (c) above, may still be classified as "temporary" only by mutual agreement between the Board and the Union Committee.
- (e) Any job which has been estimated to go longer than four (4) months but is near completion after starting the temporary posting may continue only by mutual agreement between the Board and the Union Committee before the four (4) months have expired.
- (f) Any successful applicant of the temporary job posting will return to the former position at the end of the period stated with no loss of seniority or salary in such former position.
- (g) Persons applying for a temporary job posting agree to remain in that position for the posted duration of the vacancy, unless a regular position is posted involving equal or greater hours of work, or wage rate, than their regular position.
- (h) Casual on-call employees with seniority will be called for positions as required to cover the absence of regular employees. It is agreed that they will remain in the accepted position until the return of the regular employee, or they are successful in a permanent posting, or the position is claimed by an unassigned senior casual employee.

The reassignment of casual employees will be reviewed on a weekly basis, i.e., the commencement of the regular work week.

## **ARTICLE VII - STATUTORY HOLIDAYS**

### SECTION 1

No deduction in pay shall be made for any regular employee for any day on which one of the eleven statutory holidays occur, providing the employee reports for work on their scheduled work day before and after the holiday, or the employee is absent on approved leave of absence:

- |                     |                     |
|---------------------|---------------------|
| 1. New Year's Day   | 7. B.C. Day         |
| 2. Family Day       | 8. Labour Day       |
| 3. Good Friday      | 9. Thanksgiving Day |
| 4. Easter Monday    | 10. Remembrance Day |
| 5. Queen's Birthday | 11. Christmas Day   |
| 6. Dominion Day     | 12. Boxing Day      |

and other days proclaimed by the Provincial or Federal governments.

### SECTION 2

If any of the statutory holidays mentioned in Section 1 occur on a Saturday or Sunday, the employee will be given a holiday on a day of the preceding or the following week, or be paid for that day in addition to his normal salary, or have a day added to his normal vacation period. The decision as to the plan to be followed shall be made by the Board.

### SECTION 3

- (a) In the event that July 1st (Canada Day) holiday falls on a Tuesday, Wednesday or Thursday, and where the Board and the Shop Committee mutually agree, the said holiday may be observed on the preceding Monday or following Friday respectively.
- (b) If an agreement pursuant to (a) above has been reached, any employee working on July 1st will be paid at straight-time rates.
- (c) If an agreement is in effect and an employee is required to work on the designated day off, overtime rates will apply.

### **ARTICLE VIII - VACATIONS**

The vacation year will be from July 1st to June 30th and annual vacations will be granted as follows.

- (a) Regular employees who will not have completed one (1) year of continuous service by July 1st, and casual employees, one and one-quarter (1 1/4) days off for each completed month of service to July 1st, with pay at the rate of six and one-half percent (6 1/2%) of gross earnings to July 1st. Part-time employees with one (1) to four (4) years' continuous service will receive six and one-half percent (6 1/2%) of gross earnings to June 30th.
- (b) Regular employees with one (1) or more years of continuous service as of July 1st are entitled to fifteen (15) work days at the employee's regular rate of pay, or six and one-half percent (6 1/2%) of the total wages, whichever is greater.
- (c) Regular employees with four (4) or more years of continuous service as of July 1st are entitled to sixteen (16) work days at the employee's regular rate of pay, or six and three-quarters percent (6 3/4%) of the total wages, whichever is greater.
- (d) Regular employees with five (5) or more years of continuous service as of July 1st are entitled to seventeen (17) work days at the employee's regular rate of pay, or seven percent (7%) of the total wages, whichever is greater.
- (e) Regular employees with six (6) or more years of continuous service as of July 1st are entitled to eighteen (18) work days at the employee's regular rate of pay, or eight percent (8%) of the total wages, whichever is greater.
- (f) Regular employees with seven (7) or more years of continuous service as of July 1st are entitled to nineteen (19) work days at the employee's regular rate of pay, or eight and one-half percent (8 1/2%) of the total wages, whichever is greater.
- (g) Regular employees with eight (8) or more years of continuous service as of July 1st are entitled to twenty (20) work days at the employee's regular rate of pay, or eight and one-half percent (8 1/2%) of total wages, whichever is greater.
- (h) Regular employees with twelve (12) or more years of continuous service as of July 1 are entitled to twenty-one (21) work days at the employee's regular rate of pay, or eight and one-half percent (8 1/2%) of the total wages, whichever is greater.
- (i) Regular employees with thirteen (13) or more years of continuous service as of July 1 are entitled to twenty-two (22) work days at the employee's regular rate of pay, or eight and one-half percent (8 1/2%) of the total wages, whichever is greater.
- (j) Regular employees with fourteen (14) or more years of continuous service as of July 1 are entitled to twenty-three (23) work days at the employee's regular rate of pay, or eight and one-half percent (8 1/2%) of the total wages, whichever is greater.

- (k) Regular employees with fifteen (15) or more years of continuous service as of July 1st are entitled to twenty-five (25) work days at the employee's regular rate of pay, or ten and one-half percent (10 1/2%) of the total wages, whichever is the greater.
- (l) Regular employees with nineteen (19) or more years of continuous service as of July 1st are entitled to thirty (30) work days at the employee's regular rate of pay, or twelve and one-half percent (12 1/2%) of the total wages, whichever is the greater.
- (m) Regular employees with thirty (30) or more years of continuous service as of July 1st are entitled to thirty-five (35) work days at the employee's regular rate of pay, or twelve and one-half percent (12 1/2%) of the total wages, whichever is the greater.
- (n) Where an employee is entitled to twenty (20) or more days' vacation, they may accumulate for a period of two years, five (5) days of each year's entitlement to be used in the third year. The benefits for such accrual shall be at the rate earned in the year of the deferment.
- (o) Where an employee has served continuously for a period of twenty (20) years they shall become entitled to ten (10) consecutive days long service holiday with pay, in addition to statutory holidays and annual vacation entitlement as described above as a reward for long and faithful service. Such holidays shall be taken within one year of obtaining twenty (20) years' service. This clause shall only be applicable during the twentieth year of service.
- (p) All employees who are entitled to fifteen (15) work days or more, may elect to schedule five (5) days, and employees who are entitled to twenty (20) or more days may elect to schedule ten (10) days during the period of school operation between September 1 and June 30. Maintenance and Grounds Staff may request to schedule an additional ten (10) days of earned vacation between October 1st and May 15th.
- (q) Summer period vacations will be completed not later than the date which allows five (5) working days prior to September school opening. Bus Drivers' vacations during school operations are subject to the availability of licensed replacements. Maintenance and Grounds Staff will be governed by the general rules mentioned above with the following condition: that no more than twenty-five percent (25%) of any category of the staff will be allowed to be on holiday leave at one time. Grounds Staff shall be exempt from vacation entitlement during the period May 15th to June 30th in any year.
- (r) Maintenance and Grounds Staff must notify their immediate supervisor, in writing, no later than May 1st of their July 1st to August 31st vacation period preference. All other employees must notify their immediate supervisor, in writing, no later than May 1st of their July 1st to July 31st vacation period preference. A minimum notice of fifteen (15) calendar days is required for all other vacation requests. Decisions as to when individual vacations shall be taken will rest with the Board in line with the seniority of the individuals concerned. All earned vacations must be taken.
- (s) Vacation time shall not be cumulative from year to year.

## **ARTICLE IX - LEAVES OF ABSENCE**

### **SECTION 1: UNION, CIVIC DUTY AND GOVERNMENT LEAVE**

Leave of absence with pay will be granted to not more than four elected representatives of the Union if it becomes necessary to transact business other than negotiations with the Board during working hours. This leave of absence must be obtained from the Director of Operations or designate. Leave of absence without pay will be granted to employees who are appointed or elected to union office for a period up to and including one (1) year. Further absence may be granted by mutual consent. This applies to continuous periods exceeding one (1) calendar month. Intermittent or casual absences shall not exceed thirty (30) working days per employee in any year. Employees elected to federal, provincial or civic office shall be granted as much leave as is necessary during the term of such office, without pay.

In order for the Board to replace the employee with a competent substitute, it is agreed that before the employee receives their leave of absence as set forth above, the Board will be given due notice in writing; in the case of periods of and exceeding one (1) calendar month, twenty (20) calendar days' notice, and in the case of casual absences, five (5) calendar days' notice.

## SECTION 2: BEREAVEMENT LEAVE

Regular employees may be granted up to three (3) days leave of absence with pay in the event of a death in their immediate family. Immediate family is defined as spouse, children, parents of the employee, parents of spouse, brothers, sisters, brothers-in-law, sisters-in-law, natural grandparents, step-parents, step-children and grandchildren. Upon application and review of the circumstances, the Board may approve, with or without pay, additional time off as required.

## SECTION 3: JURY DUTY

Any employee who is subpoenaed for jury duty or called upon to act as a Crown or Coroner's Witness or on a Coroner's Jury shall continue to receive full pay while so engaged, providing the employee turns over to the Board the pay considered to be wages exclusive of expenses for the Jury or Witness duty on the days they would normally be working.

## SECTION 4: SICK LEAVE AND WORKERS' COMPENSATION

- (a) After completion of three (3) months continuous employment all employees shall be entitled to sick leave accumulative at the rate of the employee's scheduled daily hours worked multiplied by .6923 for each pay period worked. One day's sick leave shall be equal to an employee's regular rate.
- (b) Sick leave with pay will only be granted because of sickness or health reasons. An employee may be required to provide proof of sickness or other appointment necessitating sick leave. Employees absent on sick leave in excess of ten (10) working days shall provide an acceptable medical certificate upon return to work that the employee is fit and able to return to work.

Work stoppage as a result of a labour dispute shall not in any way be considered as sick leave. Employees will notify the Board as soon as possible if they are to be absent from duty for sickness or health reasons, and are expected to give the Board reasonable notice of their anticipated return to work.

- (c) In cases of unexpected illness or injury to an employee's immediate family, time off without loss of pay will be allowed to attend to family welfare. Leave granted to persons under this section shall be limited to one (1) day for each situation which will be a deduction to the employee's accumulated sick leave. The Board reserves the right to request a medical report or certificate regarding the family member's situation which necessitated the employee's leave of absence. Immediate family is defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law and step-children.
- (d) Information regarding the number of sick leave credits accrued will be provided on the employee's pay stub.
- (e) In the event of the death of an employee before retirement, all accrued sick leave shall be paid to the estate.
- (f) All sick leave credits are cancelled upon termination of employment by employee resignation or for reasons of misconduct.

## SECTION 5: GENERAL LEAVE

- (a) No leave of absence will be granted to any employee for the sole purpose of them taking paid employment in some other industry, but this section does not apply to lay-offs.
- (b) By mutual consent, extended leave of absence may be granted, without pay, to employees for compassionate, educational or training purposes or for reasons that normal vacation periods cannot adequately cover.
- (c) Periods of leaves of absence and/or sick leave without pay to an accumulative total in excess of twenty (20) working days in any one fiscal year shall not count in the accumulation of benefits (e.g., sick leave, vacations, superannuation).
- (d) The Board shall be required to notify the Shop Committee in respect of any leave approved in excess of ten (10) days under this section.
- (e) All applications for leave under the provisions of this section must contain disclosure of reasons for the leave.
- (f) When an extended leave has been granted in excess of four (4) months, after the elapse of four (4) months no further seniority credit will accrue until the employee has returned to work. This provision will not apply to employees on absence for reasons of sickness or injury.
- (g) An employee returning to work from an extended leave (unpaid sick leave or leave without pay) shall have the option, in accordance with their seniority, of either:
  - (i) returning to the position held at the commencement of the leave; or
  - (ii) returning to the junior regular position of agreed comparable hours and shift.

## SECTION 6: PUBLIC OFFICE

- (a) The Board will grant leave of absence without pay for campaign purposes to candidates for federal, provincial or municipal elective public office for periods up to and including eight (8) weeks, provided the Board is given due notice in writing of twenty (20) calendar days unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to federal, provincial or municipal office shall be granted as much leave of absence without pay as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Board reasonable notice for absence from work for conducting municipal business.
- (c) The employee who obtains this leave of absence without pay shall return to their regular job within thirty (30) calendar days after completion of public office.

## SECTION 7: MATERNITY LEAVE

Upon request, a pregnant employee will be granted unpaid leave without loss of seniority for a period of up to twenty-six consecutive weeks. The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than eleven weeks prior to the estimated birth date, and ending no earlier than six weeks after the actual birth date, unless the employee requests a shorter period.

Where the provisions of the BC Employment Standards Act are superior to this article, the BC Employment Standards Act will prevail.

The period of pregnancy leave shall abate any period of Extended Maternity Leave taken under the provisions of this section.

An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

Pregnancy leave shall be extended for up to an additional six consecutive weeks of unpaid leave if reasons related to the birth or termination or illness of the newborn child(ren) where a doctor's certificate is presented, or for the reasons related to the birth or the termination of the pregnancy.

#### Application for Leave

The request for pregnancy leave must be received, in writing, at least four (4) weeks prior to the proposed commencement of the leave and be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated.

#### Early Return and Emergency Situations

In the case of an incomplete pregnancy, death of the child or other special situations, an employee may return to work earlier than provided in the agreed-upon leave provided a minimum of ten working days' notice is given to the Board.

The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

#### Adoption Leave

Leave up to three days with pay may be granted to an employee for mandatory interviews and/or travelling time to receive a child. This leave will be a charge against the employee's sick credit.

Upon request, an employee shall be granted an unpaid leave of absence for up to eighteen weeks following the adoption of a child. The employee shall furnish proof of adoption.

When both parents are employees of the Board, the total period of adoption leave to be taken by either or both parents is eighteen (18) weeks. The parents shall decide the periods in which either or both of them will take the leave, subject to the agreement of the Board.

#### Extended Maternity or Adoption Leave

Upon written request at least four weeks prior to the expiration of Pregnancy or Adoption Leave, an additional leave of absence without pay and without loss of seniority, shall be granted. The Pregnancy or Adoption leave and the Extended Maternity or Adoption Leave combined shall not exceed twelve months.

The employee returning to work after extended Maternity or Adoption Leave shall provide the Board with at least four weeks' notice.

#### Birth Leave

In instances where a male employee wishes to attend the birth of their child, one day's leave with pay will be granted for this purpose as a charge against their sick leave credit.

#### Return from Leave

On return from any leave described in this section, the employee shall be assigned to the same position or a comparable position if the position held prior to the leave no longer exists.



**SECTION 8: PERSONAL LEAVE**

Any employee may be granted, without pay, to a maximum of five (5) days in any fiscal year, personal leave. Granting of leave under this section will be subject to the proviso that a qualified substitute employee is available if required.

**SECTION 9: CHARGES TO SICK LEAVE**

Employees shall be able to charge only six (6) days per fiscal year to their sick leave credit for absences covered in Article IX, Sections 4(c), and section 7 (birth leave), 7 (adoption leave).

**ARTICLE X - RETIREMENT, RESIGNATIONS, LAY-OFFS AND TERMINATIONS****SECTION 1: RETIREMENT**

- (a) An employee having completed more than five (5) years but less than ten (10) years' service with the Board and retiring in conformity with the Superannuation Act shall receive upon retirement:
- (i) payout of all accrued sick leave to a maximum of one hundred twenty (120) days;
  - (ii) a bonus of one (1) month's salary.
- (b) An employee having completed ten (10) years or more service with the Board and retiring in conformity with the Superannuation Act shall receive upon retirement:
- (i) payout of all accrued sick leave;
  - (ii) a bonus of one (1) month's salary.
- (c) In the case of termination of employment by the Board for reasons other than that of misconduct, accrued sick leave will be paid.

**SECTION 2: LAY-OFFS AND RESIGNATIONS**

Except in the case of dismissal for proper cause, the Board when terminating the employment of an employee shall give one month's notice, and any such employee may resign on giving to the Board one month's notice. This clause shall not apply to casual or to temporary lay-off

**ARTICLE XI - WAGES****SECTION 1**

Employees shall be paid salaries or wages in accordance with the Wage Supplement No. 1 attached hereto. The salary of any new position or wage of any new position, created within the life of this agreement shall be established to the mutual agreement of the Board and the Union and will only be recognized when confirmed by an exchange by both parties in writing.

WAGE SUPPLEMENT NO. 1**Steelworkers Wage Grid**

		<b>July 1, 2019 2%</b>	<b>July 1, 2020 2%</b>	<b>July 1, 2021 2%</b>
1	Student Casual	20.64	21.05	21.47
2	Labourer	24.60	25.09	25.59
3	Custodian	24.60	25.09	25.59
4	Custodian Engineer	25.09	25.59	26.10
5	Maintenance Person	27.12	27.66	28.22
6	Grounds	27.12	27.66	28.22
7	Engineer	27.23	27.77	28.33
8	Equipment Operator	27.25	27.80	28.35
9	Bus Driver	27.25	27.80	28.35
10	Gardener	28.93	29.51	30.10
11	Maint Utility II	29.03	29.61	30.20
12	Painter – Certified	33.23	33.89	34.57
13	Journeyman - Certified Note (a)	33.96	34.64	35.33

**Notes:**

(a) Incl. Plumber/Gas Fitter, Heating Mechanic, Electrician, Carpenter, Mechanic

(b) Wage increases after July 1, 2019 are as follows:

July 1, 2019	2.0%
July 1, 2020	2.0%
July 1, 2021	2.0%

SECTION 2: SHIFT DIFFERENTIAL

(a) Employees working afternoon shift shall be paid additional remuneration in the amount of thirty cents (\$.30) per hour.

(b) Employees working graveyard shift shall be paid additional remuneration in the amount of thirty-seven cents (\$.37) per hour.

SECTION 3: PAY DAYS

Pay days shall be on a bi-weekly basis (i.e., every other Friday). Payment shall be by direct bank transfer to the financial institution of the employee's choice

SECTION 4: SAFETY CLOTHING & FOOTWEAR

(a) Coveralls will be supplied by the Board for all dual category jobs, and to employees temporarily assigned to extra dirty jobs. Also, rubber gloves and rubber over boots will be provided for bus washing. Coveralls provided will be maintained on a weekly basis for Bus Driver Mechanics and Front-end men, by the Board. All other applicable categories will maintain their own. "Extra dirty jobs" would include re-roofing and roof repair, sewerage work, interior tank clean-out, and other work established by agreement.

(b) The Employer shall provide an allowance for appropriate safety footwear and/or raingear to Groundspersons and Journeymen for up to a combined maximum of one hundred and seventy dollars (\$170.00) per employee annually.

The Employer shall also provide an allowance for appropriate, non-slip safety footwear to Custodians up to a maximum of eighty-five dollars (\$85.00) per employee annually.

Reimbursement shall be available upon the presentation of a receipt prior to June 30th each year. The employee will be required to wear such safety footwear during their working hours. Eligible regular employees may claim this allowance.

#### SECTION 5: LEADHAND RATE

Leadhands shall be paid additional remuneration in the amount of forty-five cents (45 cents) per hour.

#### SECTION 6: TOOL INSURANCE

Coverage for those employees required to provide their own tools and equipment will be "open ended" with coverage to the total of the statement of value filed and will be provided with fifty dollars (\$50.00) deductible.

#### SECTION 7: BUS DRIVERS SHIFT DIFFERENTIAL

- (a) Shift differential shall be paid to all Bus Drivers when driving outside day shift hours, as defined in this agreement.
- (b) Employees coming under the categories of Bus Driver Front End and Bus Driver Utility and who regularly drive in excess of four (4) hours during their normal working hours shall receive an additional increment of twelve and one-half cents (12 1/2 cents) per hour with the exception of the summer vacation period.
- (c) Employees involved in the "Driver Trainer" or "Student Bus Safety Program" will receive an additional increment of forty cents (40 cents) per hour in addition to their regular rate of pay. This premium shall be applicable and payable only during the hours assigned to the program.

#### SECTION 8: APPRENTICESHIP ALLOWANCES

Apprentices attending required trade classes shall continue to receive regular pay at the rate provided. Any allowances, other than living and/or travel, received by the employee shall be reimbursed to the Board.

#### SECTION 9: PESTICIDE/HERBICIDE LICENSES

All employees required by the Board to obtain or renew the necessary licenses will be reimbursed for any wages lost and expenses incurred in successfully obtaining the permit.

#### SECTION 10: FIRST AID ALLOWANCE

A regular employee designated as a First Aid Attendant by the Board shall be paid an allowance as follows.

- (a) Holding a SOFA First Aid Certificate - twenty-five cents (\$.25) per hour.
- (b) Holding an Industrial First Aid Certificate (Level Two or equivalent) - fifty cents (\$.50) per hour.
- (c) Holding an Industrial First Aid Certificate (Level Three or equivalent) - eighty-five cents (\$.85) per hour

SECTION 11: TRAINING/RETRAINING

When new or additional skills are required as a result of mandated/legislated change, such training as required shall be provided at the expense of the Board. (e.g., Propane fueling, Driver certification.)

**ARTICLE XII - HOURS OF WORK**SECTION 1: HOURS OF WORK/WORK WEEK

- (a) The normal work day and work week for employees covered by this agreement will be eight (8) hours per day or forty (40) hours per week, exclusive of meal times.
- (b) Hours of work for Custodians on afternoon shift and night shift will be eight (8) hours per day or forty (40) hours per week, inclusive of meal times.
- (c) Employees may only report for work at their regular starting time and may not commence work later, unless pre-authorized to do so by their supervisor.
- (d) When a bus is outside the School District on an approved one-day trip all time spent on that run shall be deemed hours worked, including lunch breaks. This clause shall only be applicable during the recognized day shift hours.
- (e) Extra Hours Worked
  - (i) All extra hours worked, (not including overtime), over and above regular posted hours, shall be shared equally amongst all regular bus drivers during each school year. The equalization of extra hours will not apply to those drivers working on a relief basis or mechanics except on an emergency basis.
  - (ii) A list of all participating drivers and their extra hours will be posted and updated monthly.

It is understood that drivers with regularly scheduled mid-day runs (e.g. Kindergarten/Special Needs) may not have equal access to extra hours.

SECTION 2: SHIFTS

Day shift shall be defined as eight (8) hours of work scheduled between the hours of six (6:00) a.m. and five-thirty (5:30) p.m. Afternoon shift shall be defined as eight (8) hours of work scheduled between the hours of two-thirty (2:30) p.m. and one (1:00) a.m. Night shift shall be defined as eight (8) hours of work scheduled between the hours of eleven (11:00) p.m. and nine (9:00) a.m.

SECTION 3: OVERTIME

- (a) Authorized time worked in excess of eight (8) hours per day or forty (40) hours per week will be paid for at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.
- (b) Overtime in excess of two (2) hours in any one day will be paid at double the employee's regular rate of pay, Monday to Saturday inclusive.
- (c) All Sunday work and statutory holidays will be paid at double the employee's regular rate of pay. The Board agrees to keep Saturday or Sunday work to a minimum. The Board agrees to give whatever advance notice is possible whenever overtime is required.

#### SECTION 4: BANKING OF OVERTIME

- (a) All overtime hours are to be paid either in banked time-off or wages, at the employee's option. The decision to receive banked overtime or wages should be made by the employee at the time overtime hours are worked.
- (b) Banked time off to be mutually agreed upon between the Board and the employee.
- (c) Banked overtime accumulated credits are available on request from the Operations Office.
- (d) All banked overtime must be taken before December 31st of each year. Banked overtime cannot extend into the second year unless mutually agreed upon between the Board and the employee. Wages for banked overtime not taken before December 31st will be paid on the first pay period in January.

#### SECTION 5: CALL-OUT/CALL-BACK OF BUS DRIVERS

- (a) An employee who reports for work and on reporting finds no work available due to reasons beyond their control shall be entitled to two (2) hours at the usual rate. This shall not apply if the Board gives sufficient notice cancelling said call.
- (b) In the event that an employee commences work on their normal shift and the operation closes prior to the completion of two (2) hours work, the employee shall receive four (4) hours pay.
- (c) Any extra time worked apart from regular scheduled runs and posted times shall be deemed to be of a minimum of one (1) hour in duration notwithstanding any other contract conditions and overtime

#### SECTION 6: OVERTIME CALL-OUT

Wherever possible all overtime will be allocated on a rotating basis in each section of the Board's operations or plant. Employees called out on overtime shall receive a minimum of two (2) hours at the current overtime rate.

#### SECTION 7: REGULAR BUS DRIVERS

- (a) Regular Bus Drivers will be guaranteed a minimum of four (4) hours per day, five (5) days per week, for ten (10) months in each calendar year. Notwithstanding the above, part-time employees shall exercise their seniority as per Article V, provided, however, that regular job incumbents are not displaced.
- (b) The Transportation Supervisor, with the voluntary cooperation of the individual employees, may utilize on an accrued basis, the time differential on a daily basis between the employees pre-determined route time and their guaranteed minimum daily rate, as provided by their posting. The utilization of this time may be used on a weekly schedule.

#### SECTION 8: MILEAGE

The Board agrees to provide transportation for employees who are required to travel from the Maintenance Office, plant, shop or Bus Garage to work. This section is intended to apply only to those who report for work at these named places and then have to travel to other parts, either inside or outside of the area of School District No. 79 and providing the work involving the extra mileage has been directed by the appropriate Supervisor or delegate. Employees using their own vehicles will be paid at the rate established by Board policy and shall be at the rate equal to that provided by the Board for the reimbursement of all categories for whom reimbursement is made.

## SECTION 9: SCHOOL BUSING

Where Board provided funds are used to finance busing, the Board will first use USW District Bus Drivers and District-owned buses, when available. When vehicles are rented with Board approved funds, School District USW drivers will be given first opportunity to drive these vehicles.

## SECTION 10: OVERNIGHT TRIPS

Where it is necessary for a bus to be used to take students out of the District to a destination where a return the same day would be impractical, these trips shall be allotted on the following basis:

- (a) The trip is to be first offered to the senior part-time driver, and to the other part-time drivers in order of seniority. Where all of the part-time drivers refuse the extra trip, it shall then be offered to any full-time driver.
- (b) (i) The pay for such trips shall be on the following basis: on the first day of the trip, the driver is to be paid straight time for all hours up to eight (8) hours per day; and for all hours worked in excess of eight (8) hours, payment as per Article XII, Section 3 of the current agreement. This would apply to all days required to arrive at the destination.
  - (ii) For the period of time spent at the destination, the driver is to be guaranteed eight (8) hours pay per day.
- (c) On the return trip, the same formula used in (b)(i) would apply.

## SECTION 11

Part-time employees may, by request, have their hours compacted during school vacation periods. Application for work hours compaction must be made at least thirty (30) days prior to the start of the vacation period.

## SECTION 12: IN-SERVICE DAY

The Board agrees to provide one (1) paid professional in-service day of all USW employees. It is understood by the parties that the day for each USW group (Custodians, Maintenance and Bus Drivers) need not coincide with other professional development day programs being offered in the District.

# **ARTICLE XIII - HEALTH & WELFARE**

## SECTION 1: GENERAL PRINCIPLES

- (a) Participation in the plans is to be a condition of employment.
- (b) Eligible employees shall include casual employees who have completed their probationary periods.
- (c) Any new employees who have not had previous coverage will be eligible for benefits from the first day of the month following the month employment started.
- (d) Coverage during layoff will be provided as follows:
  - (i) Employees with one (1) or more years' seniority - six (6) months.

- (ii) Employees with more than four (4) months but less than one (1) year's seniority - three (3) months.
- (e) The Union and its members recognize and agree that the Board's obligation and liability with regard to providing the benefit and insurance coverages agreed to herein is in all events limited to arranging the underwriting of coverages by insurers and to the internal procedural administration of the plans. The Board cannot be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by the insurers.
- (f) 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. Participation in the PEBT will be in accordance with the May 22, 2006 Letter of Understanding between the BC Public School Employers' Association and School Boards who are Signatories to this LOU and Support Staff Unions who are Signatories to this LOU.

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

## SECTION 2: MEDICAL COVERAGE

- (a) Eligible employees shall be covered by a Medical Services contract made to the Board by the Medical Services Plan of British Columbia.
- (b) An Extended Health Benefit Plan coverage shall include the protected person's portion of the hospital co-insurance fee. No maximum claim amount.
- (c) A Vision Care Option shall be maintained. Effective September 1, 2017, the plan shall provide a benefit of four hundred dollars (\$400.00) per person enrolled in the plan in any twenty-four (24) consecutive month period for the purchase of lenses and frames or contact lenses when presented by a person legally qualified to issue such prescriptions.
- (d) The premiums for all the above plans will be borne one hundred percent (100%) by the Board.

## SECTION 3: INSURANCE COVERAGE

- (a) (i) Group Life Insurance for each qualified employee in the amount of forty-five thousand dollars (\$45,000).
- (ii) Accidental Death and Dismemberment Insurance in the amount of forty-five thousand dollars (\$45,000).
- (iii) Premiums shall be borne one hundred percent (100%) by the Board.

## SECTION 4: DENTAL PLAN

- (a) A dental plan will be provided based on the following general principles:
  - (i) Basic dental services (Plan A) - plan pays eighty percent (80%) of approved schedule of fees.
  - (ii) Prosthetics, crowns, bridges (Plan B) - plan pays fifty percent (50%) of approved schedule of fees.
  - (iii) Orthodontic (Plan C) - plan pays fifty percent (50%) of approved schedule of fees (lifetime maximum of two thousand dollars (\$2,000)).
  - (iv) The premium cost shall be borne one hundred percent (100%) by the Board.

#### SECTION 5: GROUP DISABILITY PLAN

Effective July 1, 1995, all employees holding a regularly posted position and working twenty (20) or more hour each week may enroll in the Weekly Indemnity Plan.

- (a) The amount of benefit will be sixty-six and two-thirds percent (66 2/3%) of the employee's weekly salary to a maximum benefit of fifteen hundred dollars (\$1500) per week.
- (b) The weekly income benefit shall be payable from the sixtieth (60th) day of illness or accident, to a maximum of fifty-two (52) weeks.
- (c) Premium cost will be shared sixty-five percent (65%) by the Board and thirty-five percent (35%) by the employee.
- (d) The Group Plan is a joint program between USW Local 1-1937 and School District No. 79 (Cowichan Valley).

#### SECTION 6: PAYMENT OF BENEFITS ON LEAVE

Where an employee is on approved leave of absence

- (a) for reasons of sickness, disability, workers' compensation, maternity, or adoption, whether or not the employee is receiving pay or sick benefits during such leaves, the Board will continue to pay its share of the cost of welfare benefit programs in which the employee is enrolled for a period of eighteen (18) months from the date of commencement of the leave, provided however that the employee continues to pay their share of the cost of such welfare benefit programs.
- (b) any employee on any approved leave other than as set out in (a) above, or when the provisions of section (a) above expire, may continue to be enrolled in all eligible welfare benefit plans to the extent permitted by such plans provided the employee pays the total cost of the premiums for such welfare benefit plans.

Payment by the employee for the welfare benefit plans referred to in sections (a) and (b) above shall be by monthly post-dated cheques payable to the Board provided in advance to the Board.

#### SECTION 7: PERSONAL PROPERTY - VANDALISM INSURANCE

- (a) The Board shall reimburse employees who, in the course of rendering official Board services, suffer a loss arising from theft, fire, or malicious damage to the employee's vehicle while parked on School District property.
- (b) The amount of this reimbursement shall not exceed three hundred dollars (\$300.00)
- (c) Employees who are required to use their vehicle to transport equipment on approved School District activities or business and damage to the vehicle is incurred by means other than collision, the Board shall reimburse the employee to the value of the comprehensive deductible on the vehicle.

#### SECTION 8: BULLYING AND HARASSMENT

- (a) The Board is committed to providing a workplace where bullying and harassment, which includes sexual harassment, are not acceptable or tolerated.
- (b) Sexual harassment shall be defined as any rejected or unwelcome sexual comment, suggestion or physical contact that creates an uncomfortable working environment for the recipient, made by a



person who knows or ought to know that it is unwelcome and includes a reprisal made after a sexual advance is rejected.

- (c) Bullying and harassment shall be defined as any inappropriate conduct or comment by a person directed towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.
- (d) In the event an Employee reports an incident of alleged bullying and harassment to the Board in which the Employee believes they have been the target of such bullying and harassment, the Employer will promptly conduct an investigation in a manner as confidential as the circumstances permit. The purpose of the investigation is to determine whether or not the incident is bullying and harassment.

An employee is entitled to have the Shop Steward of their choice present at all meetings they are requested to attend with the Employer or representative, while an investigation is conducted.

- (e) If an incident is found to be bullying and harassment, the District will take action to ensure that the bullying and harassing behaviour stops.
- (f) Any grievance concerning the Board's investigation or the action it takes to ensure that the bullying and harassing behaviour stops shall commence at Step 3 as outlined in Article IV.

#### **ARTICLE XIV - SUPERANNUATION**

All eligible employees shall become members of the Municipal Pension Plan (MPP) upon attaining eligibility to do so pursuant to the MPP rules.

#### **ARTICLE XV – HEALTH and SAFETY**

##### SECTION 1: HEALTH AND SAFETY COMMITTEE

A Health and Safety Committee will consist of ten (10) members; four (4) representatives from the Board; three (3) representatives from the USW; one (1) representative from the Canadian Union of Public Employees (C.U.P.E.); one (1) representative from the Cowichan District Teachers' Association (C.D.T.A.); and one (1) representative from Cowichan Principals' & Vice-Principals' Association.

##### SECTION 2: MEDICAL EXAMINATIONS

New employees being hired are required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infections or contagious disease. New employees shall bear the cost of required examinations. The Board reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Board will bear the cost of required examinations, to be conducted by a physician of the employee's choice.

##### SECTION 3: TECHNOLOGICAL CHANGE

For the purpose of this agreement, the term "Technological change" shall refer to introduction of equipment and its related material or process.

The process to be followed where the Board intends to introduce equipment and its related material or processes which affect the terms and conditions or security of employment of the members of the Union covered by this agreement shall be as follows.

- (a) Notice of intent to introduce technological change shall be given by the Board to the Union at least ninety (90) days prior to the date on which the Board proposes to introduce the technological change.

- (b) When such notice is given, the Board agrees to discuss the matter with the Union.
- (c) The notice of intent to introduce technological change shall contain:
- the nature and effective date of the change;
  - the approximate number, type and location of Union members affected by the change; and
  - the anticipated effects the change may have on Union members.

The Board shall update this information as new developments arise and modifications are made.

- (d) Once notice of technological change has been given pursuant to (a) above and prior to implementation of the change the Board will determine, in consultation with the Union, the options for the employees affected by the change. The options will include but not be limited to retraining, transfer or severance.
- (e) An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for which they have seniority and which they are able to perform.
- (f) If there is no vacancy, they shall have the right to displace employees with less seniority, provided they are able to perform the job.
- (g) An employee who, because of technological change, is placed in a lower paid position will receive the rate of their regular job at the time of displacement for a period of six (6) months, and for a further period of six (6) months, they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of displacement and the rate of their new regular job. At the end of this twelve (12) month period, the rate of their new regular job will apply.
- (h) If the severance option is given then payment will be in accordance with the provisions of Article V, Section 4(b)(iv) of this agreement.
- (i) When the parties are unable to resolve a dispute arising from the intended technological change, the matter is grievable under Article IV of this agreement.
- (j) The Board agrees to participate in programs of training, or retraining, for those employees whose jobs are changed as a result of technological change.

#### **ARTICLE XVI - JOB SECURITY**

Contractors or sub-contractors shall not be used to displace or replace present employees that would result in loss of wages or lay-off or cause delay in recall of an employee.

#### **ARTICLE XVII - PICKET LINE RECOGNITION**

The Board agrees that no employee shall be required to cross any picket line legally established by a bona fide trade union or employee association.

#### **ARTICLE XVIII – SERVICE IMPROVEMENT ALLOCATION**

The Board and Union jointly agree on the following Service Improvement Allocation Plan. The plan is effective July 1, 2020. The total amount expended in all categories must not exceed to total fund of \$28,095. in any given year unless the fund increases or decreases.

- (a) The parties agree to the creation of a Joint Professional Learning Committee that will make recommendations to the Board on educational opportunities for USW 1-1937 members. The

Committee will consist of three (3) representatives from the Board and (3) representatives appointed by the Union. The total expenditure will be \$23,595.

(b) The parties agree to a \$2 per hour Dirty Work Premium for Plumbers. The premium will apply when a Plumber is working with raw sewage in the maintenance of active sewer lines and spills. The total expenditure will be \$1,000.

(c) The parties agree to a \$2 per hour Dirty Work Premium for Groundspersons. The premium will apply when a Groundsperson is required to deal with the collection of hypodermic needles, excrement/fecal matter and bodily fluids. The total expenditure will be \$3,500.

**ARTICLE XIX - DURATION OF AGREEMENT**

This agreement shall be effective as from the first day of July 2019 and shall remain in force and be binding upon the parties until the 30th day of June 2022 and from year to year thereafter unless terminated by either party by written notice served in accordance with the Statutes of British Columbia. The notice required herein shall be validly and sufficiently served to the Secretary-Treasurer of the party of the First Part, or the Financial Secretary of the Party of the Second Part. If no agreement is reached at the expiration of this agreement and negotiations are continued, the agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either party.

**IN WITNESS WHEREOF** the Parties have caused this agreement to be executed this 22<sup>nd</sup> day of January 2021, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

**SIGNED FOR SCHOOL DISTRICT NO. 79  
(COWICHAN VALLEY)**

**SIGNED FOR UNITED  
STEELWORKERS, LOCAL 1-1937**

CB Spilstbury  
Jason Amelquist

D. P. L.

**LETTER OF UNDERSTANDING #1**

Between:

**The Board of Education of  
School District No. 79 (Cowichan Valley)**

And:

**United Steelworkers, Local 1-1937**

RE: LEADHAND RATE

The Parties agree to increase the leadhand rate from \$0.45 per hour to 3% of the regular hourly rate per hour.

This Letter of Understanding will become effective on date of signing and will expire on June 30, 2022.

Signed this 22<sup>nd</sup> day of January, 2021.

SIGNED FOR  
SCHOOL DISTRICT NO. 79  
(COWICHAN VALLEY)

  
\_\_\_\_\_  
Chair

SIGNED FOR  
UNITED STEELWORKERS,  
LOCAL 1-1937

  
\_\_\_\_\_  
Business Agent

  
\_\_\_\_\_  
Secretary-Treasurer

**LETTER OF UNDERSTANDING #2**

Between:

**The Board of Education of  
School District No. 79 (Cowichan Valley)**

And:

**United Steelworkers, Local 1-1937**

RE: PRE-TRIP/POST-TRIP DUTIES

The Transportation Supervisor will review the time allotments for all pre-trip and post-trip duties as required by the Motor Vehicle Act and the Regulations.

The goal of this review is to ensure that the reconciliation of duties prescribed and the requirements of the Motor Vehicle Act conform to the time allotment of thirty (30) minutes.

Signed this 22<sup>nd</sup> day of January, 2021.

SIGNED FOR  
SCHOOL DISTRICT NO. 79  
(COWICHAN VALLEY)

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Secretary-Treasurer

SIGNED FOR  
UNITED STEELWORKERS,  
LOCAL 1-1937

  
\_\_\_\_\_  
Business Agent

LETTER OF UNDERSTANDING #3

Between:

**The Board of Education of  
School District No. 79 (Cowichan Valley)**

And:

**United Steelworkers, Local 1-1937**

RE: REPORTING OF HOLIDAY PAY/ENTITLEMENT

The Parties agree to undertake a review of the current process of the reporting of vacation pay earned in order to develop a system which will provide employees with statements showing percentage entitlement and regular job rate of pay

Any change will be implemented for the 1995 vacation year.

The review will be done by a joint committee of the Board and Union, with assistance from SDS Computer Systems.

Signed this 22<sup>nd</sup> day of January, 2021.

SIGNED FOR  
SCHOOL DISTRICT NO. 79  
(COWICHAN VALLEY)

SIGNED FOR  
UNITED STEELWORKERS,  
LOCAL 1-1937

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Business Agent

  
\_\_\_\_\_  
Secretary-Treasurer

## LETTER OF UNDERSTANDING #4

Between:

**The Board of Education of  
School District No. 79 (Cowichan Valley)**  
(Hereinafter called the "Board")

And:

**United Steelworkers, Local 1-1937**  
(Hereinafter call the "Union")

### **RE: CURRICULAR AND EXTRACURRICULAR HOURS-DRIVING WORK IN EXCESS OF POSTED TIME FOR REGULAR BUS DRIVERS**

1. At all times school bus drivers will be subject to government safety regulations regarding hours of work.
2. No school or group booking a curricular or extracurricular trip will incur extra cost in order to satisfy seniority.
3. In accordance with paragraph 2 above, where a regular bus driver's posted route fits best operationally with the curricular or extracurricular driving work required by the Board, the Board will endeavour to provide that driver with such curricular or extracurricular driving work.
4. Where the curricular or extracurricular work required by the Board fits equally well from an operational standpoint with the posted routes of more than one regular bus driver, the Board will endeavour to assign such driving work to the most senior of such regular bus drivers.
  - a. If a senior driver's posting does not fit a trip as per #2, they may forego the time between the end or beginning of their posted run and start or finish of the trip to acquire the trip.
  - b. Anytime there is less than 60 minutes between assigned trips where #2 does not apply the drivers will charge through.
  - c. Seniority for curricular or extracurricular trips will be dispatched on a depot seniority basis. The areas for each 3 depots will be set by the Transportation Supervisor and the Union and will be reviewed every August. Seniority for curricular and extracurricular trips on Sundays will be dispatched on a department seniority basis.
  - d. Regular employees holding a posted bus route will have priority for a curricular and extracurricular trips.
5. The provision of curricular or extracurricular driving work under this Letter of Understanding is based on providing such work to regular bus drivers up to an 8 hour day or 40 hour work week. In this respect, the Board is not required to put a driver into overtime.

6. Only those hours over 8 per day or 40 hours per week may be banked for future use and are subject to the Collective Agreement, Article XII, Section 4, Banking of Overtime. Regular bus drivers may use banked time on non-busing days, provided such use is in compliance with Article XII Section 4 of the Collective Agreement.
7. A driver's regular posted route shall take precedence over the performance of curricular or extracurricular and field trips. The Board shall only release the senior driver from their regular posted route to perform curricular, extracurricular or field trips if the extra work exceeds the senior driver's posted hours. The vacancy created shall be filled by a senior casual. Inversely if releasing the senior driver puts a hardship on that driver the driver may refuse the extra work.
8. A regular driver will not be obligated to relinquish his or her posted route to facilitate a senior driver in acquiring extra work, unless in an \*emergency situation\* where that driver's run is the only run that fits the trip and they are unwilling or unable to do the trip without loss of pay.
9. Where a senior driver has a portion of time at the end of their posted route to drive any students in a Learning Assistance Program or Middle School Alternate Program, such portion of that time shall be reassigned to the most senior driver so that the senior driver can obtain curricular, extracurricular and field trips.
10. This Letter of Understanding supersedes any applicable provision of the Collective Agreement between the Parties and in particular Article XII Section 1 (e).

*\*an emergency situation is a situation that poses an immediate risk to health, life or property\**

## **DEPOTS**

### **Central**

Alex Aitken  
 Alexander  
 Chemainus Elementary  
 Chemainus Secondary  
 Cowichan Secondary  
 Crofton  
 CVOLC - Duncan EI  
 Drinkwater  
 Ecole Mt Prevost  
 Khowhemun  
 Maple Bay  
 SBO  
 Tansor

### **South**

Bench  
 Ecole Cobble Hill  
 Discovery  
 Frances Kelsey



George Bonner  
Mill Bay Nature School

**Lake Cowichan**  
Lake Cowichan Senior Secondary  
Palsson

Signed this 22<sup>nd</sup> day of January, 2021.

SIGNED FOR  
SCHOOL DISTRICT NO. 79  
(COWICHAN VALLEY)

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Secretary-Treasurer

SIGNED FOR  
UNITED STEELWORKERS,  
LOCAL 1-1937

  
\_\_\_\_\_  
Business Agent

## LETTER OF UNDERSTANDING #5

Between:

**The Board of Education of  
School District No. 79 (Cowichan Valley)**

And:

**United Steelworkers, Local 1-1937**

**RE: CASUAL CALL OUTS**

1. Casual employees may refuse 40 calls per year, calculated from September 1 (refusing two calls on a single day will be considered as refusing a single call).
2. Casual employees are entitled to 10 personal days off when school is in session. Unavailability during these times will not be counted for the purposes of paragraph 1 of this agreement.
3. Unavailability due to illness will not be counted as a refusal for the purposes of paragraph 1 of this agreement. The Employer reserves the right to request a note to substantiate illness. Long term unavailability due to disability will be reviewed on a case by case basis and may result in removal from the list, subject to the law of non-culpable dismissal.
4. Unavailability of up to three days related to a death in the casual's immediate family will not be counted as refusals for the purposes of paragraph 1 of this agreement.
5. Unavailability for the purpose of Jury Duty will not count as refusals for the purposes of paragraph 1 of this agreement.
6. A period of unavailability of up to 52 weeks because the casual has become a new parent (birth parent or adoptive parent) will not count as refusals for the purposes of paragraph 1 of this agreement.

This agreement is without prejudice to either party's position on any matters not expressly addressed by this agreement.

Signed this 22<sup>nd</sup> day of January, 2021.

SIGNED FOR  
SCHOOL DISTRICT NO. 79  
(COWICHAN VALLEY)

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Secretary-Treasurer

SIGNED FOR  
UNITED STEELWORKERS,  
LOCAL 1-1937

  
\_\_\_\_\_  
Business Agent

## APPENDIX A

**Provincial Framework Agreement ("Framework")****between****BC Public School Employers' Association ("BCPSEA")****and****The K-12 Presidents' Council and Support Staff Unions ("the Unions")**

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

**1. Term**

July 1, 2019 to June 30, 2022

**2. Wages Increases**

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

**3. Local Bargaining**

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

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

The \$7 million is an ongoing annual amount.

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

#### 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:

- Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- Developing and delivering education opportunities to enhance service delivery to students;
- Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- Skills enhancement for support staff
- EA curriculum module development and delivery
- 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 full-time 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 obligations of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties no later than November 30, 2019.



## **18. Funding**

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

## **19. Provincial Bargaining**

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

Dated this 22<sup>nd</sup> day of January, 2021.

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

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

Warren Williams (Local 15 - Metro)

Tracey Mathieson

Rob Hewitt

Leslie Franklin (Local 703 - Fraser Valley)

Nicole Edmondson (Local 3500 - Okanagan)

Paul Simpson (Local 379 - Metro)

Marcey Campbell (Local 728 - Metro)

Sylvia Lindgren (Local 523 - Okanagan)

Rolanda Lavallee (Local 2145 – North)

Len Hanson. (Local 2298 – North)

Joanne (Jody) Welch. (Local 401- North Island)

Fred Schmidt (Local 382 - South Island)

Jane Massy (Local 947 - South Island)

Michelle Bennett ( Local 748 – Kootneys)

Brent Boyd. (Local 407 - Metro)

Patti Price (Local 1091 – Metro)

Rod Isaac (Local 411 - Fraser Valley)

Marcel Marsolais ( Local 409 – Metro)

Anne Purvis (Local 440 – Kootneys)

Rob Zver ( Local 606- North Island)

Bruce Scott (WVMEA)

Tim DeVivo (IUOE Local 963)

Corey Thomas

Loree Wilcox

Corrine Iwata (minute taker)

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

Leanne Bowes, BCPSEA

Renzo del Negro, BCPSEA

Tammy Sowinski, OLRC

Kyle Uno, SD36 Surrey

Robert Weston, SD40 New Westminster

Jason Reid, SD63 Saanich

Marcy VanKoughnett, SD20 Kootenay-Columbia

Alan Chell, BCPSEA Board of Directors

Ken Dawson, PSEC

Elisha Tran (Minute Taker)

Letter Of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

**RE: EMPLOYEE SUPPORT GRANT (ESG) AFTER JUNE 30, 2019**

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

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

6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

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

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

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

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

**RE: PUBLIC SECTOR GENERAL WAGE INCREASES**

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

This agreement is without prejudice to either party's position on any matters not expressly addressed by this agreement.

This Agreement signed 22<sup>nd</sup> day of January, 2021.

CB Spulsbury  
For the School District  
Jason Standquist

D. P. L.  
For the Union

## For information

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.

For information

<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%23g%3Dunsafe%2520work%26sort%3Drelevancy%26f%3Alanguage-facet%3D%5BEnglish%5D>

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



## Worker Rights and Responsibilities:

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

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

## Your responsibilities

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

## Employer Responsibilities:

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

### Your responsibilities

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

## Supervisor Responsibilities:

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

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

### Your responsibilities

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

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