

# **COLLECTIVE AGREEMENT**

Between

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL  
DISTRICT NO. 82 (COAST MOUNTAINS)**



And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2052**

***CUPE***

**July 1, 2019 - June 30, 2022**

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**AGREEMENT BETWEEN:**

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 82 (COAST MOUNTAINS)**

(hereinafter called the "Board")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2052**

(hereinafter called the "Union")

**ARTICLE 1      PREAMBLE**

**1.01              Purpose**

It is the purpose of both Parties to this Agreement:

- (a) To seek to maintain and improve harmonious relations between the Board and the Union.
- (b) To recognise the mutual value of joint discussions and negotiations with regard to wages, hours of work and working conditions.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, wellbeing and security of all employees in the Bargaining Unit of the Union.

**1.02              Methods**

It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

**ARTICLE 2      MANAGEMENT RIGHTS**

**2.01              Management and Direction**

The management and the operation of and the direction and promotion of the working forces is vested exclusively in the Board, subject to the terms of this Agreement.



## **2.02 Hiring and Discipline**

The Board shall have the right to select its employees and to discipline, transfer, demote or discharge them for proper cause.

## **2.03 Supervisory Staff**

The selection and promotion of supervisory staff shall be entirely a matter for the Board's decision, but in making such selection or promotion, seniority shall be given due consideration.

## **2.04 Exercising of Rights**

The Board shall exercise its rights in a fair and reasonable manner.

## **2.05 Board Shall Not Discriminate**

The Board agrees that there shall be no discrimination exercised or practiced with respect to any employee in the administration of this Collective Agreement by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sex, marital or parental status, nor by reason of membership in the Union or authorized activities on behalf of the Union.

## **2.06 Non-sexist Environment**

The Parties agree that they will not condone and will not tolerate any expression of sexism.

## **2.07 Racism**

The Parties agree that they will not condone and will not tolerate any expression of racism in the workplace.

## **ARTICLE 3 RECOGNITION AND NEGOTIATION**

### **3.01 Recognition of the Canadian Union of Public Employees**

The Board recognizes the Canadian Union of Public Employees and its Local 2052, as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Board.

### **3.02 No Other Agreements**

No employee or group of employees shall be required or permitted to make a written or verbal agreement with the Board or its representatives which may conflict with the terms of this Collective Agreement.

### **3.03**

#### **Exclusions**

The following positions are excluded from the terms and conditions of this Collective Agreement:

- Executive Secretary to the Secretary Treasurer & Superintendent of Schools
- Human Resources Officer (CUPE)
- Human Resources Officer (TEACHER & EXEMPT)
- Manager of Finance
- Assistant Secretary Treasurer/Purchasing Agent
- Theatre Manager
- Director of Facility Services
- Manager of Occupational Health and Safety/Custodial Services
- Manager of Maintenance Services

### **3.04**

#### **Representative of Canadian Union of Public Employees**

The Union shall have the right to have assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representative(s) may request access to the Board's premises in order to investigate and assist in the settlement of a grievance.

### **3.05**

#### **Representation**

The Union shall provide the Board with the names of officers, stewards, committee members and representatives with whom the Board may be required to meet. The Board shall likewise provide the Union with the names of its officers and committee members and representatives with whom the Union may be required to meet. Such names shall be provided to each Party by September 30 of each school year and as changes occur each Party shall be so advised.

## **ARTICLE 4**

### **UNION MEMBERSHIP REQUIREMENTS**

#### **4.01**

##### **Union Membership**

All employees who, at the date of signing of this Agreement are members of the Union, or any employee who hereafter during the life of this Agreement becomes a member, shall as a condition of continued employment maintain membership in good standing with the Union.

New employees commencing employment with the Board shall become members of the Union within fifteen (15) days.

**4.02 Union Meeting Attendance**

The Parties agree that should an employee want to attend a Local Union meeting being held during normal working hours, the Supervisor and employee may agree on altering hours worked. All arrangements will be confirmed in writing. The maximum number of hours that can be altered are two (2) hours. It is understood that Local Union meetings are normally held outside of school operational hours.

**ARTICLE 5 CHECK-OFF OF UNION DUES**

**5.01 Check-off Payments**

As a condition of employment, every employee shall sign a check-off form authorizing the Board to deduct from their earnings and pay to the Union any dues, initiation fees or assessments legally levied by the Union. Employees who are not required to join the Union shall authorize the Board to deduct from their earnings and pay to the Union an amount equivalent to Union dues. Dues deductions shall commence upon the date of hire of a new employee. All other employees will authorize deductions and deductions will commence no later than thirty (30) calendar days from the signing date of the Collective Agreement. The Board shall remit the dues deducted pursuant to such assignment to the Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) of the month following in which deductions were made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

**5.02 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Board shall type on the amount of Union dues paid by each Union member in the previous year.

**5.03 Notification**

The Union shall be notified of all appointments, hirings, layoffs, rehiring and terminations of employment within a month of the event via email. Notification of hirings shall contain classification and rate of pay and in the case of casual employees, the anticipated termination date.

**ARTICLE 6**      **NEW EMPLOYEES**

**6.01**            **Advisement of Collective Agreement**

The Board agrees to advise new employees that a ~~Union~~ Collective Agreement is in effect, and will provide an electronic copy, or a hard copy upon request. Further, the Board agrees to notify new employees of the name of their Union Steward or Representative. The Parties agree that upon checking in at the school office, a Union Representative will be provided an opportunity to meet with new employees, to further acquaint them with Union employment. Such meetings will be scheduled so as not to disrupt normal operations.

Every employee shall be notified of the name of the employee's immediate designated Supervisor(s).

**ARTICLE 7**      **CORRESPONDENCE**

**7.01**            **Passing of Correspondence**

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Appropriate Management Designate of the Board and the President of the Union with copies, for information, as may be requested by the Union. If correspondence is not responded to in a timely manner it shall be forwarded to the Director of Human Resources to facilitate a response.

**ARTICLE 8**      **LABOUR MANAGEMENT LIAISON MEETINGS**

**8.01**            **Request of a Joint Meeting**

Either Party may request a joint meeting to discuss matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement. The Committee shall not supersede the activities of other committees and does not have the power to bind either the Union or its members or the Board to any decision.

**8.02**            **Committee Meetings**

Except as elsewhere provided, when the Board requires the attendance of a Union member at a committee meeting held during the member's regular working hours, the Union member may attend without loss of remuneration.

## **ARTICLE 9**      **LABOUR MANAGEMENT BARGAINING RELATIONS**

### **9.01**              **Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed of not more than six (6) members of the Union. The Union shall advise the Board of the Union nominees to the Committee.

### **9.02**              **Function of the Bargaining Committee**

The Union Bargaining Committee shall be responsible for negotiating with the Board and/or their agents to establish wages, hours of work and other working conditions.

### **9.03**              **Time off For Meetings**

Up to six (6) representatives of the Union on the Bargaining Committee, who are in the employ of the Board, shall have the right to attend meetings held within working hours without loss of remuneration. The Union shall reimburse the Board for wages and benefits for the fourth, fifth and sixth representatives.

## **ARTICLE 10**      **EMPLOYEE DEFINITIONS**

### **10.01**              **Probationary Employee**

Probationary employee shall be defined as a person who is serving a probationary period of sixty-five (65) working days, for a regular or temporary appointment with the Board. An employee shall serve only one (1) probationary period.

### **10.02**              **Casual Employee**

Casual employee shall be defined as a person who is employed on a day to day basis and who has an anticipated termination date. A casual employee shall usually be hired as a temporary replacement necessitated by illness, injury, leave of absence, vacation or temporary filling of a vacancy. In all cases, duration of employment shall not exceed sixty (60) continuous working days, unless the period is extended by mutual agreement. Such extension shall not be unreasonably withheld. Casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods and those articles of this agreement specifically referring to casuals, and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.

### **10.03 Temporary Employees**

A temporary employee (as distinguished from a regular employee filling a temporary position) is one who is employed to fill a temporary existing vacancy for a fixed or indefinite period for three (3) months or more as a replacement necessitated by:

- illness,
- injury,
- leaves of absence,
- pilot or temporary Facilities projects with a defined end date as mutually agreed upon by the Parties.

In the case of the fixed period assignment, that period may be extended by mutual written agreement between the Parties. Temporary employees shall be entitled to all provisions of the agreement applicable to regular employees except Articles 16 (Layoffs and Recalls) and 22 (Leave of Absence). Temporary employees shall earn and accumulate secondary seniority credits only. Where it is necessary to fill a position, for which a ten (10) month certificate is required, with an unqualified candidate, the employee shall be offered a temporary appointment.

### **10.04 Regular Employee**

Regular employee shall be defined as a person who has satisfactorily completed sixty-five (65) working days service with the Board and who is employed on a regular full-time or part-time basis and includes those employees assigned to normal ten (10) month positions. Regular part-time employees, working fifteen (15) hours or more a week, shall receive benefit entitlement equal to full-time employees except as otherwise specified.

The Strong Start Program Coordinator and the Early Learning Program Coordinator are ten (10) month positions and are regular full-time or part-time employees, depending on the required hours of work in the classification, subject to continuation of funding for the program from year-to-year.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

### **11.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, a Steward may assist an employee whom the Steward represents in preparing and presenting a grievance, in accordance with the grievance procedure.

## **11.02 Names of Stewards and Grievance Committee**

The Union shall notify the Board in writing of the name of each Steward and the name of the Chief Steward. The Union will notify the Board of the members on the Grievance Committee.

## **11.03 Permission to Leave Work**

Union representatives shall be permitted time off without loss of pay to handle grievances, provided they have first sought and obtained permission from the Secretary-Treasurer or designate to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

## **11.04 Grievances and Replies in Writing**

Grievances and replies to grievances shall be in writing at all stages.

## **11.05 Definition of Grievance**

A grievance is defined as any difference that arises between the Parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable.

Such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

Informal Stage:

The employee shall first seek to settle the grievance through discussion with the employee's Supervisor. A representative of the Union may be present at the option of the employee. If the grievance is not resolved the matter shall proceed to Step 1 of the grievance procedure.

Step 1 - The difference or grievance shall be reduced to writing and shall be presented by the Union to the employee's Supervisor. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2 - Failing satisfactory settlement within five (5) working days of receipt of such grievance, the Union shall submit the grievance to the Secretary Treasurer of the Board.

Step 3 - Failing satisfactory settlement within five (5) working days of submitting the grievance to the Secretary Treasurer of the Board, such grievance shall be referred to a grievance committee comprised of two (2) members each from the Board and the Union. The Committee shall, if it so desires, have its advisors in attendance. Failing satisfactory settlement within ten (10) working days of the grievance being referred to the Grievance Committee, the matter may be referred for resolution to Arbitration.

## **11.06 Group Grievance**

Two (2) or more employees having the same grievance may process one group grievance through the grievance procedure.

## **11.07 Time Limits**

If a dispute is not submitted within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. If a grievance has not advanced to the next stage under Step 2 or 3 within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

## **11.08 Unsafe Working Conditions**

**Any** claim by an employee or a group of employees that they are working under unsafe working conditions shall be investigated by the Board in accordance with WorkSafe BC Guidelines. The guidelines can be found at: <https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work>.

No employee shall be required to work on an assignment which is unsafe. Such employee(s) shall not be subject to disciplinary action and temporary alternative work at no loss in pay shall be provided until the matter is resolved.

## **11.09 Management Grievance**

The Board shall have equal access to all sections of the grievance procedure.

## **11.10 Section 104 of the Labour Relations Code**

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

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Minister of Finance on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (1/3) of the cost incurred by the Parties for payment of reasonable remuneration, travelling and out-of-pocket expenses of the person named or the named-person's substitute.



Where the Parties mutually agree to the use of Section 104, the recommendations of the Investigator shall be binding on both Parties.

## **ARTICLE 12    ARBITRATION PROCEDURE**

### **12.01            Composition of Board of Arbitration**

When either Party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other Party to the Agreement. Within five (5) days thereafter, each Party shall name an Arbitrator to an Arbitration Board and notify the other Party of the name and address of its appointee.

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon request of either Party. By mutual agreement of the Parties, a single Arbitrator may be appointed by the Parties.

### **12.02            Board Procedure**

The Arbitration Board may determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations to it. The Arbitration Board shall endeavour to commence its proceedings within forty-eight (48) hours after the Chair is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chair is appointed. The decision of the majority shall be the decision of the Board of Arbitration.

### **12.03            Decision of the Board**

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

### **12.04            Expenses of the Board**

Each Party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half (½) the fees and expenses of the Chair.

### **12.05            Amending of Time Limits**

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

## **12.06 Witnesses**

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

## **ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01 Right to have a Union Representative Present**

An employee shall have the right to have their Steward present at any discussion with Supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance in order that the employee may contact their Steward. The Steward or other Union representative shall be present at the interview.

### **13.02 Warnings**

Whenever the Board or its authorized agent deems it necessary to censure an employee, in writing, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring the employee's work up to a required standard by a given date, the Board shall, within five (5) days, send a copy to the President of the Union.

### **13.03 Burden of Proof**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Board.

### **13.04 Crossing of Picket Lines During Strike**

An employee covered by this Agreement may refuse to cross a legal picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action, other than loss of pay for time not worked.

### **13.05 Personnel File**

An employee upon providing reasonable notice to the Secretary Treasurer of the Board or designate, shall be granted access to the employee's personnel file. Employees shall be permitted to insert written, signed and dated comments regarding information contained in their file. Due to the confidential nature of these files, access for persons other than the employee will be as authorized by the Secretary Treasurer or designate.

The Board agrees that only material relevant to the employment of the employee shall be maintained in personnel files. An employee may request removal of material on the basis that it is not factually correct, relevant, or, in the case of material related to performance or conduct, timely. In the event that the Board does not agree to removal of specified material, the employee may file a grievance pursuant to Article 11 of this Agreement.

There shall be only one (1) personnel file for each employee, which shall be maintained at the School Board office in the custody of the Secretary Treasurer.

### **13.06 Disciplinary Reports**

Any disciplinary report shall be withdrawn from an employee's personnel file, and not used against them after two (2) years from the date of the incident, provided there has been no recorded discipline within this two (2) year period. Discipline concerning misconduct involving students shall remain within an employee's personnel file indefinitely.

## **ARTICLE 14 SENIORITY**

### **14.01 Principle**

Seniority is the length of service that a regular employee has with the District. The application of seniority shall be on a Bargaining-Unit-wide basis.

### **14.02 Probation for Newly Hired Employees**

A newly hired employee shall be on probation for a period of sixty-five (65) working days from the date of hiring, during which time the employee shall be considered temporary with no seniority rights.

Upon successful completion of the probationary period, the employee's regular seniority shall be backdated to the date of hire in the regular position and further backdated to include all shifts worked for the School District to a maximum of ten (10) calendar years from their start date in a regular position with the district in casual and temporary positions as per Article 14.07.

### **14.03 Seniority List**

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Secretary of the Union on November 1<sup>st</sup> of each year.

#### **14.04 No Loss of Seniority**

An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff except as provided in Article 14.05, or leave of absence approved by the Board. Regular employees who fill a temporary position shall continue to accumulate regular seniority during the term of the temporary position.

#### **14.05 Loss of Seniority**

An employee shall only lose seniority in the event the employee:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns;
- (c) is absent from work in excess of three (3) working days without sufficient cause or without notifying the employee's Supervisor, unless such notice was not reasonably possible;
- (d) fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board informed of the employee's current address;
- (e) is laid off for a period longer than fifteen (15) months.

#### **14.06 Transfers and Seniority Outside of Bargaining Unit**

No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent. If an employee is transferred to a position outside of the Bargaining Unit, the employee shall retain seniority up to the date of leaving the Unit but will not accumulate any further seniority.

#### **14.07 Secondary Seniority Credits**

Casual employees and long-term casual employees shall accumulate secondary seniority credits on a shift-worked basis. It is understood that the coupling of shifts to create whole jobs is encouraged and such work will be considered one (1) shift. After a casual or long-term casual accumulates ninety (90) shifts the employee shall use secondary seniority credits when applying for a regular or long-term casual position with the Board, within the first ten (10) days of the posting.

Noon Hour Supervisors are those employees, who, having completed the probationary period, work a minimum of one (1) hour per day as a Noon Hour Supervisor. Noon Hour Supervisors will accumulate seniority as per Article 14.07 until they post into a continuous position in an alternate classification. At that time Article 14.07 (c) shall apply.

- (a) The Board shall consider applicants in the following order:
  - 1. regular employees

2. casual and long-term casuals with secondary seniority credits
  3. outside applicants, casuals and long-term casuals without secondary seniority credits
- (b) The Board when considering casual and long-term casual employees with secondary seniority credits for a posted position shall apply Article 15.05.
  - (c) When a casual or long-term casual employee successfully completes the probationary period in a regular position then the secondary seniority credits as a casual or long-term casual shall be converted to a retroactive date and regular seniority shall then be from that calculated date.
  - (d) For the purpose of assigning temporary work, pursuant to Article 10.03, or casual work, a single secondary seniority credit list shall be established as of October 15<sup>th</sup> in each school year.
  - (e) Casual and long-term casual employees will be called in order of secondary seniority credits subject to the employee having the required skill, qualifications and ability to perform the work available in the geographical area in which they work. Should the employer be unable to contact the casual or long-term casual employee with the most secondary seniority credits in the geographical area in which they work, then the next most senior qualified casual or long-term casual employee in the geographical area in which they work will be called for the assignment. When an employee is reached by the call-out clerk they must respond immediately if at home. If the employee is reached by pager, voice mail, or answering machine they must respond within ten (10) minutes as to their availability.
  - (f) (i) Should a casual or long-term casual employee refuse five (5) assignments in their geographical area in the school year, except in cases of emergency, without having first informed (in writing), the employee's Supervisor (or Supervisor in last place of employment) with a copy to the department of Human Resources, of their unavailability, then that employee shall be removed from the call-in-list for the remainder of the school year but may apply for reinstatement to the list the following year.  
(ii) A casual or long-term casual employee may declare themselves unavailable for up to eight (8) weeks per calendar year (or a longer period with approval in advance) for the purposes of a vacation by contacting the Employer (the employee's Supervisor with a copy to the Department of Human Resources) and providing at least one (1) week advance notice. Such notice shall be in writing and shall specify the dates when the employee is not available.
  - (g) Wherever possible, casual or temporary employees will be given notice at least three (3) working days before the end of a temporary assignment. Once a temporary assignment has ended, the employee will revert to casual employee status and be available for on-call assignments.

- (h) Secondary seniority credits will be lost if:
  - (i) A casual or long-term casual employee refuses five (5) calls in the school year in keeping with the foregoing provisions of this Article (f)
    - (i) (ii).
  - (ii) The employment relationship is terminated for any reason.
  - (iii) The employee has not worked for fifteen (15) consecutive months.

## **ARTICLE 15    PROMOTIONS AND STAFF CHANGES**

### **15.01            Job Postings**

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for ten (10) working days in each work site and a copy shall be sent to the President of the Union.

In addition to the above, a copy of such posting will be sent electronically to employees on layoff. It is the responsibility of the employees on layoff to ensure that the Board has their current addresses and that such laid off employees ensure that they check their district email regularly.

Such postings and notice shall contain the following information:

- nature and location of the position
- required ability
- hours of work
- wage rate or salary range
- closing date for accepting applications

Applications must be made in writing. The Board shall notify the Union and the internal applicants, electronically, of the names of the successful applicants within seven (7) days following their appointments.

### **15.02            Vacancies Occurring in July or August**

During the months of July and August all vacancies in the CUPE Bargaining Unit will be posted for ten (10) days on the CMSD Website. CUPE members who wish information on vacancies may check the CMSD website (cmsd.bc.ca) or call the School District Board Office.

No application shall be deemed invalid as long as it is in writing (including e-mail) as long as it is received prior to the closing date.

### **15.03            Temporary Vacancies**

This Article shall not apply to temporary replacements necessitated by:

- illness,
- injury,
- leave of absence,

- vacation or temporary filling of vacancies where the anticipated duration of the leave will not be greater than three (3) months, unless otherwise mutually agreed upon by the Parties.

An employee who has been filling a temporary vacancy shall not be confirmed as permanently assigned to that position until the job has been posted and the successful applicant selected in accordance with this Article.

#### **15.04 Trial Period**

If the successful applicant is a regular employee, the employee shall be placed on trial for a period of up to thirty (30) working days. This time frame may be extended by mutual agreement of the Parties. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position or does not wish to continue in the position, the successful applicant shall be returned to the employee's former position at the prevailing rate without loss of seniority, and any other employees promoted or transferred because of the rearrangement of position shall also be transferred to their former position.

#### **15.05 Method of Making Appointments**

In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, skills and abilities to perform the work available.

Should there be a tie in seniority dates, alphabetical order of the employees' surnames at date of hire shall be used as a tiebreaker.

#### **15.06 Definitions**

For the purposes of this Collective Agreement the following definitions apply:

- (a) Appointment - means an action by the Board to hire a new Employee or to confirm a successful applicant to a position.
- (b) Promotion - means an action by the Board to move an employee to a position in a higher job group than the position the employee presently holds.
- (c) Demotion - means an action by the Board to move an employee to a position in a lower job group than the position the employee presently holds, within the same geographical area, which for the purposes of this Article are: Terrace/Thornhill; Kitimat; Hazelton/Kitwanga and Stewart.
- (d) Transfer - means an action by the Board to move an employee to a position in the same job group as the position the employee presently holds within the same geographical location.
- (e) Suspension - The temporary removal of an employee from their position, with or without pay, subject to the grievance procedure.

- (f) Dismissal - means an action by the Board to discharge an employee for just cause, subject to the grievance procedure, and the Board is not required to give notice.
- (g) Resignation - means voluntary action by an employee to terminate their employment status with the Board. An employee who wishes to resign shall, whenever possible, give two (2) weeks notice of such resignation.
- (h) Retirement: Voluntary withdrawal from employment by an employee upon meeting eligibility requirements. Eligibility requirements are normally met by age sixty-five (65).

## **ARTICLE 16    LAYOFFS AND RECALLS**

### **16.01            Role of Seniority in Layoffs and Bumping**

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of an employee. When an employee's hours of work have been reduced, the employee has the option of retaining the position with the reduced hours.

In the event of a layoff, employees shall be laid off in the reverse order of their seniority, within their classification at their worksite in their geographical location, provided that the remaining staff possess the qualifications required in their respective positions.

Except as provided elsewhere in this Agreement, a regular employee whose hours of work have been reduced or who has been laid off may bump a less senior employee if qualified to perform the work of the less senior employee. The employee shall notify the employee's Supervisor, within three (3) working days of being notified in writing that the employee is being laid off or the employee's hours of work are being reduced, of the employee's intent to bump and shall identify the position which the employee wishes to bump into. Bumping shall be permitted only after the reduction in hours of work or the layoff has taken effect.

At the time of layoff the Employer shall provide a current seniority list to the laid off employee, which includes the following: job title, number of hours in the position and worksite.

### **16.02            Recall Procedure**

Employees shall be recalled in the order of their seniority, provided they are qualified to do the regular work available.

### **16.03            No New Employees**

No new employees shall be hired until those laid off have been given an opportunity of recall.



## 16.04

### Bumping Restrictions

- (a) Where a student is identified by management as meeting one (1) of the following criteria, a regular Education Assistant assigned to that specific student will be designated as unbumpable.
- i. The student meets the Ministry's Special Education Services Manual of Policies, Procedures and Guidelines, category 119, definition as having multiple disabilities.
  - ii. The student requires an Education Assistant who will need child-specific training for an extensive time (twenty-five (25) hours consecutive training or more). It is understood that when the student is new to the district the twenty-five (25) hours training may be spread over ten months. For example:
    - Extensive orientation and mobility training.
    - Extensive training in behavioural management, particularly as it relates to the health and safety of others.
    - Extensive training in augmentative communication.
  - iii. The student requires an Education Assistant who will be required to provide medical procedures to the student which, if inappropriately administered, could result in life threatening health hazards to the student.
  - iv. The student has a specific expressive communication disability, as identified by the speech language pathologist, and the student has established a rapport with the Education Assistant and if that relationship was disrupted it could have a substantial detrimental effect on the educational progress of the student, as determined by the Integration Support Teacher in consultation with the School based team.
  - v. When the Employer posts a vacancy for an Education Assistant which the Employer designated for the school year as non-bumpable, any special training requirements will be stated on the posting.
  - vi. The determination of whether or not a specific student needs the same EA on a continuing basis shall be made by the Director of Student Support Services on the advice of a qualified/school Psychologist. The recommendation of the Psychologist shall be provided to the Union at the time a position is deemed unbumpable and every subsequent school year.
  - vii. The Union shall be notified when the position is no longer unbumpable.
- (b) A school-based clerical employee may give notice of their intention to bump another employee between the period of September 1<sup>st</sup> and November 1<sup>st</sup> by reason of reduced hours caused solely as a result of declining student enrolment at that school, as determined at or near

September 30<sup>th</sup>. The Parties agree that bumping movement will occur between Nov 15<sup>th</sup> and Dec 15<sup>th</sup>.

- (c) In the event of a layoff and bumping process the Board reserves the right to deny an employee to bump into the Strong Start Coordinator or the Early Learning Coordinator position if this would create a negative impact on the program.
- (d) The right to bump an employee with less seniority includes the right to bump up to a higher paid classification and the right to bump into a position with greater hours of work.

## **16.05 Notice of Layoff**

The Board agrees to notify regular employees and the Union of layoffs in accordance with the following periods of notice:

- (a) Two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and
- (b) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- (c) If an employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not available.
- (d) The Board is not required to issue to employees who work only for the school year, a notice of layoff for the periods when school is not in session.

## **ARTICLE 17 HOURS OF WORK**

### **17.01 Regular Daily Hours**

#### Clerical/Special Education

The regular workday shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m., plus a one (1) hour unpaid break for a meal. By mutual agreement between an employee and the employee's Supervisor, a meal break may be less than one (1) hour.

The Board may require the Sub-Dispatch Clerk to commence work at 6:30 a.m.

The Strong Start Program Coordinator and the Early Learning Program Coordinator positions may be required to work outside of the normal hours of contained in Article 17.01.

#### Custodial

The regular workday for custodial employees shall be eight (8) consecutive hours per day inclusive of a one-half (1/2) hour break for a meal to be taken on

the job. This is not intended to detract from the current practice of employing custodians for less than eight (8) hours.

#### Maintenance and IT

The regular workday (day shift) shall consist of a scheduled period of eight (8) consecutive hours of work, plus a one-half (½) hour unpaid break for a meal between the hours of 7:00 a.m. and 5:00 p.m. On other shifts the regular workday shall be eight (8) consecutive hours inclusive of a one-half (½) hour break for a meal to be taken on the job.

This regular maintenance workday may be varied by mutual agreement in writing between the Parties:

#### Transportation

Transportation employees shall be paid in accordance with their scheduled hours of work. The Board shall schedule warm up, inspection and cleanup time as required.

### **17.02 Regular Work Week**

The regular workweek shall consist of five (5) such days, Monday to Friday inclusive. The regular workweek may be varied by mutual agreement between the Parties.

### **17.03 Alternate Work Weeks/Hours of Work**

#### Noon Hour Supervisors

Noon Hour Supervisors are those employees, who, having completed the probationary period, work a minimum of one (1) hour per day as a Noon Hour Supervisor.

#### School Meal Co-ordinator

When not combined with other positions, School Meal Co-ordinator(s) shall be paid for one (1) hour per day.

#### Technical Director Mount Elizabeth Theatre

- (a) The regular workweek will be thirty (30) hours Monday to Sunday. The hours will be set over the seven (7) day period and may include split shifts. This is a ten (10) month position.
- (b) The employee shall be guaranteed thirty (30) hours pay per week at straight time rates regardless of whether the employee is scheduled to work thirty (30) hours in that week.
- (c) The employee will be notified of their Monday to Sunday schedule by the end of the shift on the Friday of the preceding week. Any variation to the schedule will be discussed between the employee and the Theatre Co-ordinator.
- (d) It is the intention of the Parties that the employee will be provided with forty-eight (48) consecutive hours off, in any workweek subject to the educational and operational needs of the program/theatre.

- (e) Overtime shall be on a voluntary basis only, except in cases of emergency.
- (f) Overtime shall be paid at time and one-half (1½) for all hours worked over thirty-five (35) hours in any workweek.
- (g) Overtime shall be paid at double time (2 times) for all hours worked over forty (40) in any workweek.

**17.04 Shift Changes**

When it is necessary to change an employee's shift, twenty-four (24) hours prior notice shall be provided. When shifts are being changed there must be a minimum rest period of nine (9) hours between shifts. When an employee does not receive the minimum rest period, they shall be paid at overtime rates of pay for all hours worked on the subsequent shift.

**17.05 Shift Differential Entitlement**

- Day Shift - 7:00 a.m. to 3:59 p.m.
- Afternoon Shift - 4:00 p.m. to 10:59 p.m.
- Night Shift - 11:00 p.m. to 6:59 a.m.

Any employee working the majority of that employee's regular scheduled hours in a day within the shift shall be paid the appropriate shift differential for all regular hours worked that day.

Shift Differential

- Afternoon Shift - \$0.70 per hour for each hour on the shift
- Night Shift - \$0.85 per hour for each hour on the shift

**17.06 Inclement Weather**

When the schools are closed due to inclement weather, power failure or hazardous road conditions, the Superintendent or designate shall decide if the employees should report to work. An employee who has been advised not to report or who is sent home, as a result of hazardous road conditions, inclement weather or power failure, shall not suffer loss of earnings for the day(s) which work was not possible.

**17.07 Paid Rest Periods**

- (a) All employees shall be entitled to a paid fifteen (15) minute rest break which is free from student supervision, to be taken approximately mid-way through each three (3) consecutive hours of work.
- (b) All Teaching Assistants and Education Assistants entitled to rest breaks and to meal breaks shall be entitled to such breaks free from student supervision.

- (c) For the positions of the Strong Start Program Coordinator and Early Learning Program Coordinator the paid rest period shall be taken during times that will not interfere with the operation of the Strong Start Center.

## **17.08**

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

1. The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
2. Exemptions from the four (4) hour minimum:
  - (a) student/noon hour supervisors
  - (b) crossing guards
  - (c) small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
  - (d) other positions by mutual agreement
3. The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.
4. Bus Drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
5. Having regard to the unique nature of the positions of the Strong Start Program Coordinator and Early Learning Program Coordinator, the needs of the program and the requirement flexibility in scheduling of work outside of the hours of operation of the Strong Start Center, the four (4) hour minimum shift shall be interpreted as an average four (4) hours work daily over the course of a four (4) week period.
6. Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.
7. The four-hour minimum shall begin or continue to be implemented immediately and completed no later than the commencement of the 2019-2020 school year. A maximum of four (4) committee meetings will be held, between January and May 2020.
8. A Joint Implementation Committee comprised of six (6) members, three (3) from CUPE Local 2052, and three (3) from School District No. 82 (Coast Mountains) shall be established to deal with the implementation of the four-hour minimum. The Union shall have the right to National Representation on this committee. In order to attain the four-hour

9. minimum for employees who are currently working less than four (4) hours per day, the Committee shall consider:
- (a) the combination of positions
  - (b) the elimination of current positions of less than four (4) hours in duration and the layoff of employees in those positions
  - (c) the reassignment of hours from positions currently less than four (4) hours
  - (d) the posting requirements, if any, for combined positions
  - (e) the applicability of other articles in the Collective Agreement
  - (f) whether or not school meal/food services assistants should be listed in the exemptions where they currently work less than four (4) hours per day
  - (g) the implementation of the four-hour minimum during the 2019-2020 school year as funds are made available from the four-hour minimum fund during the 2019-2020 school year.
  - (h) which, if any, casual and temporary employees in non-posted positions who report for work should be included in the four-hour minimum work day requirement.
  - (i) other positions that an exemption may apply to.

In the event the implementation committee cannot agree on implementation, matters may be referred to dispute resolution described in clause #10.

10. The Parties shall refer the rate of pay for any combined job arising out of the implementation of the four-hour minimum to the Job Evaluation Maintenance Agreement between the Parties.
11. The Parties shall follow a two (2) step process to resolve disputes over the implementation of the four-hour minimum:
- (a) Either Party may request that a Mediator be appointed by the Labour Relations Board
  - (b) Failing resolution at mediation, either Party may request that an Arbitrator hear the dispute on an expedited basis. The expedited process is intended to be short and concise. Written submissions shall be used and shall be exchanged at least five (5) working days prior to the arbitration. The Arbitrator shall render a decision within twenty-four (24) hours of the hearing. The Parties shall equally share the costs of the fees and expenses of the Arbitrator. The expedited Arbitrator shall have the same powers and authority as an Arbitrator established under the BC Labour Relations Code. The decisions of the Arbitrators are to be limited, in application, to that

particular dispute. These decisions shall have no precedential value on other school districts and local unions.

12. Clause 8 and 10 above are applicable during the implementation process and will be in effect until completion of the implementation of the four-hour minimum.

### **17.09 Assignment of Extra Work**

The Union will provide to the Board a list of part-time employees who may wish to work extra hours in accordance with the following:

These listed part-time employees shall be given an opportunity to perform extra hours of work, including that of temporary replacements, to reach a regular workday or week before hiring new employees.

Such extra work will be first offered to qualified part-time employees within the same Board building location on the basis of seniority in September (or the first time extra hours become available) and then on a rotating basis throughout the year and then to other qualified employees by seniority within that geographical region. In cases of emergency and where no one is available that meets the above criteria, the Board may offer the assignment to a member who is not the most senior or qualified.

Employees shall not be entitled to work extra hours if the hours conflict with the hours of their regular position or if the addition of the extra hours brings an employee's hours over the regular work day for the position.

### **17.10 Non Instructional Day (School Term Employees)**

The Principal may require clerical staff and assistants to work on a non-instructional day.

### **17.11 Education Assistants**

When an assigned student is temporarily absent, the affected Assistant will be provided alternate work by their immediate Supervisor or designate for the days of such absence.

### **17.12 Redistribution of Custodial Work**

The Board agrees that where it implements a reduction or an increase in hours of work in a Board building and where feasible, it shall redistribute the work as necessary so as to reduce or increase the employee's hours within the building so as to recognize Bargaining Unit-wide seniority.

### **17.13 Out of Town Bus Trips**

- (a) Out of town bus trips shall be done on a volunteer basis and paid at the following round trip rates: (In addition to these rates, the appropriate employee vacation rate will be applied.)

Kitimat	175.00 from Terrace/Thornhill
---------	-------------------------------

Terrace/Thornhill	175.00 from Kitimat
Prince Rupert	275.00
Smithers	325.00
Houston	350.00
Hazelton	275.00
Aiyansh	275.00
Prince George	450.00

Any other destinations will be paid at the rate set between the Parties. Trips originating from Kitimat will be paid at the rate listed from Kitimat to Terrace/Thornhill in addition to the rate listed for the destination as set out above. Should trips originate from communities other than Terrace/Thornhill or Kitimat the Parties agree to meet to discuss rates for those trips.

- (b) Out of town trips shall be offered firstly to regular Bus Drivers (the Board shall attempt to distribute trips evenly amongst the staff), secondly to other CUPE employees who are qualified to drive the buses and, thirdly, to other qualified School District employees. It is understood that the offering of out of town bus trips shall be limited to the employees working in the trips originating geographical area of Hazelton/Kitwanga, Stewart, Terrace/Thornhill or Kitimat.
- (c) The Board agrees that it will not require Teachers to drive school buses. However, the Parties agree that Teachers may voluntarily drive those buses known as "sports buses" to transport students for out-of-town travel.

## **ARTICLE 18    OVERTIME**

### **18.01    Overtime Procedure**

- (a) Overtime shall first be offered to employees at the site where the work is to be done unless the nature of work requires a maintenance employee.
- (b) If no site employee is available to accept the overtime, it shall be offered to other employees in the same job classification in the same geographic region.
- (c) Subject to (a) and (b) and where operationally practical, overtime shall be offered on a rotational basis, beginning with the most senior employee in the job classification.
- (d) The rotational list shall be posted at each work site, within a month of the Employer receiving a list of employees willing to work overtime from the Union.

### **18.02    Overtime Entitlement**

All overtime work, as authorized by the Secretary-Treasurer, shall be paid as follows:



- (a) All time worked over the regular work day shall be paid for at time and one-half (1½) the regular rate for the first three (3) hours of overtime worked in any one day, and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.
- (b) Overtime work on Saturday or the first day of rest shall be paid at the rate of time and one-half (1½) the employee's regular rate for the first three (3) hours worked and two (2) times the regular rate thereafter.
- (c) Overtime work on Sunday or the second day of rest shall be paid at the rate of two (2) times the regular rate of the employee.
- (d) Overtime is on a voluntary basis. However, when operational needs dictate, if all qualified regular employees refuse the overtime assignment then the most junior regular qualified employee must work the overtime.
- (e) A regular employee will be called for overtime ahead of overtime for a casual employee.
- (f) In order to enable the district to provide additional hours to employees, and to allow for flexibility in length of day and work week, the Parties agree to the following:

All time worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid for at time and one-half (1½) the regular rate for the first three (3) hours of overtime in any one day, and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.

### **18.03 Overtime for Part-time Employees**

A part-time employee working less than the regular working hours per day shall not qualify for overtime rates until the regular hours have been exceeded.

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

Instead of cash payment for overtime or callout, an employee may request to receive time off at the appropriate overtime rate at a mutually agreeable time. In the event time off cannot be operationally accommodated by December 31<sup>st</sup> following the date the overtime was worked, payment shall be made in cash on December 31<sup>st</sup>.

### **18.05 Compensation for Work on Paid Holidays**

If an employee is required to work on a statutory or public holiday, the employee shall be paid at double the employee's regular hourly rate, plus be given another day off with pay at a mutually agreeable date in lieu of the statutory holiday.

### **18.06 Call Out Procedure**

Call out shall be for emergency/urgent situations.

**18.07 Call Out Pay Guarantee**

An employee who is called out to work outside the employee's regular working hours, shall be paid for a minimum of three (3) hours at overtime rates.

**ARTICLE 19 STATUTORY HOLIDAYS**

**19.01 Statutory Holidays**

(a) An eligible employee shall be entitled to a holiday with pay at the employee's regular rate for each of the following statutory holidays:

- |                |                  |
|----------------|------------------|
| New Year's Day | BC Day           |
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |

and any other day proclaimed by the Federal, Provincial or Municipal government as a holiday and any special school holiday proclaimed by the Minister of Education. Only employees regularly working within the municipal boundary shall be entitled to a municipal holiday.

- (b) A regular employee shall be eligible for each of the statutory holidays.
- (c) A ten (10) month employee shall be eligible for each of the statutory holidays falling within the employee's period of employment.
- (d) A casual employee shall be eligible for a statutory holiday provided the employee has completed fifteen (15) days of work within the thirty (30) calendar days immediately preceding the holiday.
- (e) An employee who works less than full days or full weeks shall have the statutory holiday prorated on the basis of hours of work per week relative to a full-time employee.

**19.02 Statutory Holidays - Kitimat Ten Month Employees**

Ten (10) month employees shall be paid for the Canada Day and Labour day holidays but shall not be paid for BC Day unless they work one (1) day in the week before and one (1) day in the week after that holiday.

Clause 19.02 is Clause 14.1(c) of the Collective Agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). It shall continue to apply to the employees of former CUPE Local 2052 of former School District No. 80 (Kitimat) who are employed on February 28, 1999 See Attachment "B".

**19.03 Holidays on Scheduled Days Off**

When any of the above-mentioned holidays fall on an employee's scheduled day off, or is observed during an employee's vacation period, the employee

shall receive another day off with pay at a time mutually agreed upon between the employee and the Board.

**19.04 When a Holiday Falls on a Non-Working Day**

If a statutory or public holiday should fall on a non-working day, the Board shall declare that the working day immediately preceding the holiday or the working day immediately following the holiday or any other day mutually agreed to, shall be observed in lieu of the holiday. Should the Provincial Government choose another date, then that date shall be observed.

**ARTICLE 20 VACATIONS**

**20.01 Length of Vacations**

Regular Employees

A regular employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

Less than one year of employment	1¼ working days for each month to a maximum of 15 days	6% of annual earnings
In the 2 <sup>nd</sup> year of employment and each year thereafter	15 working days	6% of annual earnings
In the 6 <sup>th</sup> year of employment and each year thereafter	20 working days	8% of annual earnings
In the 13 <sup>th</sup> year of employment and each year thereafter	25 working days	10% of annual earnings
In the 21 <sup>st</sup> year of employment and each year thereafter	30 working days	12% of annual earnings

A casual employee shall only be entitled to four percent (4%) vacation pay. Vacations shall be taken the year in which they are earned. Annual earnings shall include the previous year's vacation pay.

**20.02 Part-Time Employees**

For the purpose of determining vacation entitlement for regular part-time employees, ten (10) months' employment shall be considered to be equal to a year's service. Regular part-time employees and ten (10) month employees shall receive vacation pay prorated on the basis of hours of work relative to a full-time employee in accordance with the percentages in Article 20.01.

## 20.03

### Vacation Pay Procedure

- (a) Ten (10) month employees shall accrue vacation entitlement as a percentage of gross earnings on each pay, as per the percentages in Article 20.01. These employees shall be paid vacation days at Winter and Spring breaks with any balance paid out in the last pay period in April. The balance of vacation accrued after Spring Break shall be paid out on June 1<sup>st</sup> unless other arrangements have been made according to Article 20.07. Any vacation time accrued between the pay period paid on June 1<sup>st</sup> and the end of the school year shall be paid out on the employee's last pay period worked.
- (b) Strong Start Program Coordinator and Early Learning Coordinator positions will take their vacations during Winter and Spring Break or otherwise when the program is not operating.
- (c) Twelve (12) month employees shall have their vacation entitlement for the entire calendar year put in their "vacation bank" on the first pay period of each calendar year. This bank shall be in vacation hours, which shall equate to the employee's working day as determined in Article 20.01, and as the employee uses vacation, the entitlement bank shall be reduced accordingly. Twelve (12) month employees shall be paid out for all unused vacation days on the last pay period in the calendar year, unless (d) applies.
- (d) For twelve (12) month employees, and provided that it does not result in additional costs to the Board for substitute employees, in special circumstances and where operational requirements permit or when employees have been unable to take their full allocation of vacation days due to operational requirements, employees shall be entitled to ten (10) days maximum carry-over of vacation days for future use in the following year.
- (e) Vacations shall be taken at a time most convenient to the operation of the School District, subject to Article 20.08 and, where practical, at least three (3) weeks will be granted during the months of July and August, or at a mutually acceptable time arranged between the Board and the employee. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority. Twelve (12) month employees must submit vacation requests by the end of March in any given year. Submissions received after the end of March will be considered but seniority will not prevail. Blank vacation request forms will be sent to all worksites no later than February 15<sup>th</sup> each year.

## 20.04

### Leaving Board Service

An employee leaving the service of the Board before taking vacation shall be entitled to a proportionate payment of wages in lieu of such vacation. An employee leaving the service of the Board after taking vacation may be required to repay a proportionate amount. A deceased employee's estate shall be credited with the value of vacation credits owing.

A regular employee, who terminates service before completing one (1) year of service, shall only receive four percent (4%) vacation.

**20.05 Approved Leave of Absence During Vacation**

Where an employee qualifies for sick leave, bereavement or any other approved leave during the employee's period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed.

**20.06 Call Back From Vacation**

An employee who is called back to work during a vacation period shall be paid at double time rates for all hours worked plus have the vacation day reinstated.

**20.07 School Clerical Staff Vacations**

Ten (10) month staff will take their annual vacations during Winter and Spring Breaks when the schools are closed in accordance with the School Calendar, unless other mutually agreeable arrangements are made between the employee and the employee's Supervisor. Employees entitled to additional days may take them accordingly at the end of the school year.

**ARTICLE 21 SICK LEAVE**

**21.01 Sick Leave Defined**

- (a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine or accident for which compensation is not payable under the *Workers' Compensation Act*.
- (b) Regular part-time employees shall receive sick leave prorated in accordance with hours of work per month relative to hours of work of a regular full-time employee.

**21.02 Accumulation of Sick Leave**

Sick leave shall be granted to regular employees on the basis of one and one-half (1½) days for every month of service. The unused portion of an employee's sick leave shall accrue for the employee's future benefits to a maximum of one hundred and twenty (120) days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of statutory holidays) absent for sick leave. Ten (10) days of work in any month shall result in the accumulation of one and one-half (1½) days sick leave.

### **21.03 Sick Leave During Leave of Absence or Layoff**

When an employee is given leave of absence for any reason or is laid off on account of lack of work, sick leave credits shall not accumulate for the period of such absence but shall retain cumulative credit.

### **21.04 Extension of Sick Leave**

- (a) An employee who has exhausted sick leave credits or does not qualify for sick leave with pay shall be allowed up to three (3) years leave of absence without pay.
- (b) Where a physician's statement of illness indicates a strong prognosis of imminent recovery, the employee shall be granted extension of the leave for a further six (6) months beyond the leave granted in (a) above, following which the employee shall be deemed terminated for cause.

### **21.05 Proof of Illness**

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness. The Board shall pay for medical certificates upon presentation of a receipt.

### **21.06 Sick Leave Records**

A record of all unused sick leave shall be kept by the Board. An employee is to be advised on application of the amount of sick leave accrued to the employee's credit.

### **21.07 Illness in the Family**

Where no one in the family other than the employee can provide for the needs, during illness, of an immediate member of the family, an employee may be entitled, after notifying the employee's Supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose subject to an annual limit of ten (10) days per school year.

### **21.08 Payment of Unused Sick Leave**

An employee entitled to sick leave under this Article shall receive, upon termination of employment, the following percentum of unused accumulated sick leave after a minimum of ten (10) years continuous service:

- (i) 25% of unused sick leave after 10 years of service to a maximum of thirty (30) days;
- (ii) 40% of unused sick leave after 15 years of service to a maximum of forty-eight (48) days;
- (iii) 60% of unused sick leave after 20 years of service to a maximum of seventy-two (72) days.

Payment of unused sick leave as entitled shall be made to the estate in case of death of an employee.

## **ARTICLE 22 LEAVE OF ABSENCE**

### **22.01 Union Business**

The Board agrees to grant time off during any working day to officers of the Union in the employ of the Board for Union business purposes. The Union shall reimburse the Board the employee's regular wages and ten percent (10%) for benefits for such leave.

### **22.02 Grievance Pay Provisions**

The Board agrees that time spent in settling grievances during regular working hours, pursuant to Article 11 or 12, by up to two (2) Union representatives, shall be considered as time worked and paid at regular rates of pay.

### **22.03 Negotiation Pay Provisions**

Up to six (6) bargaining representatives in the employ of the District shall have the right of attending collective bargaining meetings with the Board if held during regular working hours, without loss of remuneration. The Union agrees to notify the Board of the names of such employees.

### **22.04 Leave of Absence for Union Functions**

- (a) Upon request to the Board, eight (8) employees elected or appointed to represent the Union at conventions shall be allowed leave of absence. Granting of such leaves shall be contingent on operational requirements and shall not be unreasonably withheld.
- (b) Upon request to the Board, employees may be granted leave of absence to attend executive and committee meetings and seminars of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Such leave shall not be unreasonably withheld.
- (c) During leave of absence for Union functions, the Employer agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Employer the employee's regular wages and ten percent (10%) for benefits for such leave.

### **22.05 Leave for Full-time Union Officials**

An employee who is elected or appointed to a full-time position with the Canadian Union of Public Employees shall be entitled to leave without pay and with retention of seniority accumulation up to the date of commencing leave. Such leave shall be for a period of one (1) year or less if so requested.

Upon return to work, the employee shall be returned to the employee's former job. This leave may be renewed up to a maximum of five (5) years, however, if the leave runs consecutively for more than one (1) year, upon return to work,

the Board may place the employee in any position for which the employee is qualified, provided that a full-time employee shall have the right to return to a full-time position.

## **22.06 Bereavement Leave**

An employee shall be granted up to five (5) regularly scheduled work days leave without loss of salary or wages, to be used within one calendar year of the death of a parent, spouse, common law spouse, foster children, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Reasonable leave of absence may be granted with or without pay for travel and estate affairs. Any other request for bereavement leave shall be considered under Article 22.10. Upon application, and subject to operational requirements, leave shall be granted with pay for up to one (1) day for an employee to attend the funeral of a friend or relative who is not a member of the immediate family. Additional days may be granted without pay for travel where necessary or, where operational requirements permit, to fulfill cultural obligations. The provisions of this article shall be applied in a consistent manner. Immediate family as defined in this article shall include step children and step parents.

## **22.07 Compassionate Leave - Former CUPE Local 2052 (Kitimat)**

In the event of critical illness (believed to be terminal) in the immediate family and the employee attends to that member of the family they shall be granted leave of absence with pay for five (5) working days plus two (2) working days of travel time if required. Immediate family shall be as defined in the Bereavement Leave Article 22.06 with the addition of step and foster children and step and foster parents.

Clause 22.07 is Clause 17.2 of the Collective Agreement covering employees of former CUPE Local 2052 of former School District No. 80 (Kitimat). It shall continue to apply to the employees of former CUPE Local 2052 of former School District No. 80 (Kitimat) who are employed on February 28, 1999 (See Attachment "B"). (See LOU #10).

## **22.08 Maternity/Adoption/Parental Leave**

An employee shall have the right, upon written request, to leave of absence for pregnancy and adoption on the following basis:

- (a) An employee shall be granted unpaid leave as set out in the Employment Standards Act of BC at the employee's option. The employee shall notify the Board at least three (3) weeks prior to returning to the job. The employee shall be placed in the employee's former job, or another which is consistent with the employee's seniority, qualifications and former salary.

Seniority shall continue to accumulate during this leave and upon reinstatement all increments to wages and benefits to which the employee would have been entitled had the leave not been taken shall be reinstated



The Board shall continue to provide its share of coverage and pay its share of premiums for all the employee benefits and pension plan while on maternity leave.

(b) Parental Leave

Parental Leave will be as set out in the Employment Standards Act of BC.

Subject to the Employment Standards Act the Board shall continue to provide its share of coverage and pay its share of the premiums for all the employee's benefits.

- (c) If during the maternity/parental leave or prior to taking either leave, an employee indicates in writing that a longer period of leave is required than allowed above, then upon conclusion of the maternity/parental leave, the employee shall be considered on leave of absence for up to an additional twelve (12) months. The Board will continue to provide coverage for all employee benefit plans, provided the employee pays the premiums. Seniority does not accumulate during this period of leave. The employee shall notify the Board at least four (4) weeks prior to wishing to return to work. The Board shall endeavour to place the employee in a job consistent with the employee's qualifications, seniority and geographical location, which does not result in the layoff or demotion of another employee. The Board is under no obligation to reinstate the employee unless a vacancy occurs. Upon the conclusion of this additional leave, an employee shall be considered on layoff and the provisions of Article 14.05 shall apply.
- (d) Where the pregnancy is terminated before the employee requests leave, the Board shall, on receipt of a medical certificate, grant the employee leave of up to six (6) weeks during which time the benefits of Article 22.07 shall apply.
- (e) Where the mother dies before or following the birth of the child or she becomes disabled and a male employee qualifies for benefits under the Employment Insurance Act (spousal maternity benefits) the provisions of this Article shall, upon request, be granted to him.
- (f) An employee adopting a child shall be entitled to the provisions as set out in subsections (a) and (b) above.

## **22.09**

### **Paid Jury or Court Witness Duty Leave**

The Board shall grant leave of absence to an employee who serves as a juror or as a subpoenaed court witness other than on the employee's own behalf. The Board shall pay such an employee the difference between the employee's normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

## **22.10 General Leave**

The Board may, upon written request, grant leave of absence with or without pay and without loss of seniority to a regular employee requesting such leave for good and sufficient cause. Seniority shall accrue for ninety (90) calendar days after which seniority will be retained.

Such leave shall not be unreasonably withheld.

## **22.11 Leave for Public Duties**

The Board recognizes the right of employees to participate in public affairs. Upon request to the Secretary Treasurer, an employee shall be granted leave of absence without pay to allow that employee to stand as a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall, upon request, be granted leave of absence without pay and without seniority accumulation during the term of office.

## **22.12 Medical Care Leave**

When medical services and/or medical facilities are not available in the community of residence or work, an employee or the employee's dependents may be referred by a doctor or dentist to a medical practitioner or medical facility in another municipality.

When such referrals are made and the appointment cannot be scheduled in a way that avoids disruption of work or vacation the employee shall be allowed paid leave of absence in order to attend or to accompany dependants if medically required. On request, employees shall show proof of the need for medical care leave. Such leave shall be deducted from the employee's accumulated sick bank in accordance with Article 21.

In such cases, the per diem payable will be in accordance with Board Policy, to a maximum of ten (10) days per occurrence. The maximum total expense to the Board will be three thousand dollars (\$3,000) for the term of this Agreement.

## **22.13 Special Leave**

- (a) Employee's marriage - three (3) days paid leave
- (b) Birth of an employee's child where the employee is not receiving paid maternity benefits - three (3) days paid leave

## **ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 Pay Days**

The Board shall pay wages biweekly, every second Friday, in accordance with the established annual payroll schedule. The Board shall direct deposit the pay cheque of each employee to an account in the bank or credit union of the employee's choice. An employee's electronic pay stub shall detail hours of work, premiums, rates of pay and each deduction.

**23.02 Assignments and Substitutes**

An employee who, for a period of one (1) working day or longer, is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive, from the beginning, the rate as if promoted to the job or the employee's rate, whichever is the greater.

**23.03 Increments - Promotion, Demotion**

An employee who is promoted or demoted (moves to a classification with higher or lower maximum respectively) will be placed at the next higher dollar figure on the new range in the case of promotion, and the next lower dollar figure on the new range in the case of demotion. In either case, the new increment date is the date of the change.

**ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION**

**24.01 Job Evaluation/Pay Equity Maintenance Agreement**

- (a) The Parties will appoint two (2) representatives and an alternate each to represent them on the Job Evaluation Maintenance committee (JEMC). The cost of the JEMC committee shall be shared by the Parties as follows: The Board shall pay the cost of up to twelve (12) days total per school year for the Union's two (2) representatives or alternate in the absence of one (1) of the representatives. The Union shall pay the cost of any time in excess of the twelve (12) days per school year. The JEMC shall meet three (3) times annually or as necessary. Decisions of the JEMC will be by consensus.
- (b) The Parties recognize the importance of maintaining accurate job descriptions and job ratings on an ongoing basis. It is the intention of the Parties that all jobs be reviewed once every five (5) years.
- (c) No job will be reviewed more than once in a twelve-month period unless there is a significant change in the duties and responsibilities.
- (d) Whenever the Board changes the duties and responsibilities of a job or whenever the incumbent(s), non-union Supervisor, the Board or the Union feel the duties and responsibilities of the job have changed or that the job description does not accurately reflect the duties and responsibilities of the job, they may request a job evaluation review by completing and submitting a Job Evaluation Request for Review Form to the JEMC (copies will be provided to the Union and the Board).
- (e) Should the job evaluation process negatively affect the pay rate of the existing employees in the positions of Strong Start Coordinator and Early Learning Coordinator, the rate presently being paid would remain in place until the positions are filled by another employee.

- (f) Job Descriptions, which will be subject to the provisions of the Job Evaluation Plan, will be provided to the Strong Start Coordinator and Early Learning Coordinator. The qualifications, skills and abilities may be revised as necessary to meet the requirements of the Ministry of Education or the terms of the Strong Start contract.

## 24.02

### **Reclassification/Re-Evaluation Process**

Upon receipt of a completed Job Evaluation Request for Review Form, the following procedures shall apply for reclassification or re-evaluation of existing positions.

#### Step 1

The JEMC shall review all available information. If necessary, further information may be gathered through the completion of a Job Analysis Questionnaire, interview of the incumbent and Supervisor, or a visit to the job site as may be necessary. Based on this information the JEMC shall update the job description as necessary. The JEMC shall have sixty (60) working days to conduct the review.

#### Step 2

When the review is complete, the JEMC shall provide the Board, the Union and the incumbent(s) with a copy of the revised job description and the rating. Where the job description has been changed, it shall be signed by the incumbent(s) and the non-union Supervisor to signify their mutual agreement. The JEMC shall meet to rate the job according to the procedures set out in the Job Evaluation Plan and advise the incumbent(s), the non-union Supervisor, the Board and the Union of its decision on the Reviewed Decision Form. The rating of the job shall determine the pay rate for the job.

#### Step 3

When there are reclassifications and re-evaluation adjustments:

- (i) In female predominant positions the rating of the position shall determine the pay rate for the position. However, if there is less than fifteen (15) point change in the revised rating for the position, the pay rate will remain unchanged. If there is a fifteen (15) point or greater change in the revised rating for a position, the pay rate shall be determined by the formula in (iii) below.
- (ii) In male predominant positions if there is less than fifteen (15) point change in the revised rating for the position, the pay rate will remain as in the Collective Agreement. If there is a fifteen (15) point or greater change in the revised rating for a position, the pay rate shall be determined by the formula in (iii) below.
- (iii) Adjust the pay rate for the position by an amount equal to the point change multiplied by the cents per point adjustment resulting from the original calculation of the male regression line.

- (iv) No measures will be taken or agreed to over the course of the pay equity plan that will reintroduce or widen that gender-based wage gap.

### **24.03 New Classifications**

Where the Board has established a new classification, the following procedures shall apply:

#### Step 1

The Board shall prepare the job description for the classification.

#### Step 2

The Board shall establish an interim pay rate for the job based upon the specifications established by the Board in Step 1. The Board shall advise the Union of the rate of pay attributable to the job description. When the position is posted, the posting shall indicate that the classification is new and that the pay rate is subject to confirmation of the JEMC pursuant to Step 3 as follows. The new incumbent(s) will be notified of the review process and the potential consequences of that review pursuant to this Agreement.

#### Step 3

Between four (4) and six (6) months from the appointment to the new position, the incumbent and non-union Supervisor shall complete a Job Analysis Questionnaire which shall be submitted along with updated job information, to the JEMC. The JEMC shall review and revise the job description as may be required and submit the same to the incumbent and non-union Supervisor for their mutual agreement. The JEMC shall then rate the job according to the procedures set out in the Gender Neutral Job Evaluation Plan and shall advise the incumbent, the Board and the Union of its decision.

#### Step 4

- (i) If the job is rated at a pay rate higher (final rate) than the originally established interim rate of pay, the incumbent shall receive an increase in pay retroactive to the date of appointment.
- (ii) If the job is rated at a pay rate lower (final rate) than the initial rate of pay, such rate of pay shall be adjusted to the lower pay rate at the beginning of the next pay period following notification by the JEMC.

Notwithstanding the provisions of this Job Evaluation/Pay Equity Maintenance Agreement, nothing in it shall operate so as to prevent the Board from amending the job duties and/or responsibilities associated with any position provided that the rate of pay is determined in accordance with that rating set by the JEMC.

### **24.04 JEMC Disputes**

In the event of the JEMC being unable to reach an agreement on any matter relating to the interpretation, application or administration of the job evaluation plan or the maintenance of the Job Evaluation Program (including the

classification or pay rate of positions reclassified under this Agreement), the JEMC will request, within ten (10) working days, that each Party designate an Advisor to meet with them. The two (2) Advisors will meet with the JEMC to attempt to assist in reaching a decision.

If the two (2) Advisors, in concert with their principals, are unsuccessful in achieving a decision, the dispute shall then be referred to arbitration, within thirty (30) calendar days for binding resolution.

The Arbitrator shall be provided with any relevant documentation in order to make a ruling.

The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the Parties.

The Board and the Union shall be the Parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the Parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the Arbitrator.

The Arbitrator shall be bound by the terms of the Pay Equity Plan documents and this Agreement and shall not have the power to modify or amend any of their provisions or any provisions of the Collective Agreement.

The Arbitrator's fees and expenses shall be borne equally between the Parties. The time limits contained in this Agreement may be extended by mutual agreement of the Parties.

## **ARTICLE 25**     **EMPLOYEE BENEFITS**

### **25.01**            **Health Plans**

The Board shall pay one hundred percent (100%) of the premiums except for dental which the Board shall pay ninety percent (90%) of the premiums of the following plans as a condition of employment for those regular employees who have completed their probationary period and do not have other similar coverage.

- (a) BC Government Medical Plan;
- (b) Extended Health Benefit Plan (An eyeglass option providing \$200/family member/2 years); The Extended Health Benefits plan will include \$1,000,000 maximum benefit per insured.
- (c) Dental Plan which provides 100% A; 60% B; 50% C;
- (d) Medical Travel Benefits (Extended Health Benefit Plan Supplement).

The Board will consult with the Union prior to any change in benefit coverage or insurance carriers. Notwithstanding the above amounts are as per Pacific Blue Cross Benefit Plans for The Board of School Trustees of School District #82 (Coast Mountain) and CUPE Local 2052.

## **25.02 Pension**

All eligible employees covered by the Agreement shall participate in and be covered by the provisions of the Municipal Pension Plan (*Municipal*).

## **25.03 Group Life Insurance**

All eligible regular employees who have completed their probationary period shall, as a condition of employment, be covered under the terms and conditions of a group life insurance plan with benefits at two (2) times annual salary. The Board shall pay one hundred percent (100%) of the premium.

## **25.04 Long Term Disability Plan**

- (a) The Board agrees to administer a Union sponsored Long Term Disability Plan for eligible employees. The Plan and carrier shall be determined by the Union.
- (b) Upon completion of the LTD eligibility period, all regular employees working fifteen (15) hours or more per week shall be enrolled in the LTD plan as a condition of employment.
- (c) The Board agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.
- (d) By agreement of the Parties, it is understood that in the event the PEBT Core LTD plan is eliminated, the Employer will assume responsibility for administering a Union sponsored LTD plan, as outlined in Article 25.04.

## **25.05 Benefits Trust/LTD/Return to Work**

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

Once the trust is able to take on that responsibility, the Parties agree that they will participate on the following conditions.

- (a) If there is no penalty clause in the current contract(s) with existing benefits carrier(s) /consultant(s), as soon as possible; or,
- (b) If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

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

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

The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

## **25.06 Continuation of Benefits**

- (a) The Board shall continue the benefits of Article 25.01 and 25.03 when an employee is absent due to sickness or accident. Payment of the premiums by the Board shall be limited to six (6) months or the length of the employee's service, whichever is the lesser unless receiving WCB top up payments from sick leave for more than six (6) months, in which case until the top up payments cease.
- (b) The Board shall continue the benefits of Article 25.01 and 25.03 during the summer months, provided the assignment of the employee is on the basis of ten (10) months a year and provided the employee returns to the job in September.
- (c) In other cases, an employee may continue coverage for any of the benefits so long as the employee is on approved leave of absence or retains recall rights, provided the employee pays the entire premium to the Board each month and provided the carrier of the Plan permits such coverage.

## **25.07 Workers' Compensation Pay Supplement**

An employee prevented from performing regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall upon request receive from the Board the difference between the amount payable by the Workers' Compensation Board and the employee's regular salary. Such difference shall be deducted from the employee's accumulated sick leave, provided the employee has such benefits to the employee's credit. Should the employee have no sick leave to the employee's credit, then the employee shall be entitled only to the amount paid by the Workers' Compensation Board.

## **25.08 Employee Assistance Program**

During the term of this Collective Agreement, the Parties shall design and implement a joint Employee Assistance Program for all employees, including the Teachers' Association. The Board will pay fifty percent (50%) of the cost of this program.



## **25.09 Reimbursement for Vehicle Damage or Theft**

The Board shall reimburse an employee to a maximum of three hundred dollars (\$300.00) deductible on an insurance claim due to theft or vandalism which occurred at the workplace or in the course of employment. An employee who makes a claim for reimbursement must have the claim accepted by the insurance company and must have filed a report with the proper authorities. Further, the Parties agree the Board will reimburse all expenses related to damage to an employee's vehicle which occurs during the normal course of the workday.

## **25.10 Registered Retirement Savings Plan (RRSP)**

The Board, upon written request from an employee, shall deduct an agreed amount from the employee's pay and submit same to the employee's RRSP.

## **ARTICLE 26 SAFETY AND HEALTH**

### **26.01 Clothing**

The Board shall provide and clean all protective clothing, coveralls and gloves as required. When the Board requires an employee to wear safety footwear, upon submission of the receipt, the Board shall seventy-five percent (75%) of the cost of such footwear that is CSA approved or a standard acceptable to WorkSafe BC.

When a regular Education Assistant is directed by their Supervisor to take part in swimming classes, the Board will reimburse the employee fifty percent (50%) of the cost of a swimsuit, to a maximum of fifty dollars (\$50.00), on presentation of a receipt. Only one (1) suit shall be provided, per employee per life of this Collective Agreement.

This article shall not apply to any employee assigned swim duties on a temporary, shared or casual basis.

### **26.02 Clothing**

The Board shall provide suitable wet weather clothing for employees working in the rain or snow. The wet weather clothing supplied to Education Assistants and Noon Hour Supervisors shall be stored at each school. The Board shall also provide reflective safety vests when the employee's working conditions warrant them.

### **26.03 Injury Pay Provisions**

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

under this section, for a compensable injury, shall receive payment for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident, when WCB does not provide for wage loss.

#### **26.04 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident at work shall be at the expense of the Board.

#### **26.05 District Occupational Health & Safety Committee**

- (a) The Local shall appoint three (3) members to the Occupational Health & Safety Committee.
- (b) The Committee shall conduct its affairs in accordance with WCB Regulations.
- (c) Chair and Secretary  
The chair and secretary shall be elected from and by the members of the committee. Where the chair is a Board member, the secretary shall be an employee member and vice versa.
- (d) Meetings of the Committee  
The Health and Safety Committee shall meet regularly and review and recommend on matters either raised or referred to that pertain to health and safety.
- (e) Safe and Healthful Place of Work and Learning  
The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.
- (f) Responsibilities of the Committee  
The Committee shall:
  - (i) determine that regular inspections of the places of employment are carried out as required by Regulation 3.05 of the Occupational Health & Safety Regulations, WorkSafe BC.
  - (ii) upon request, review the provision of health services as outlined in the School Act.
  - (iii) recommend measures required to attain compliance with the School Act, the Occupational Health & Safety Regulation and the Workers' Compensation Act and the correction of hazardous conditions.
  - (iv) consider recommendations from site committees and recommend implementation where warranted.

- (v) hold no less than three (3) meetings per year at mutually agreeable times and dates. If meetings are held during school hours, release time at Board expense shall be allowed for employees who are members of the Committee. The Committee shall review:
  - (a) reports of current accidents, their causes, and means of prevention.
  - (b) remedial action taken or required by the reports of investigations and inspections.
  - (c) any other matters pertinent to health and safety.
- (g) Minutes of meetings  
The Committee shall maintain minutes of the meetings and circulate these minutes to the appropriate parties.

## **26.06 Workplace Violence**

- (a) Definition of violence: Any incident in which an employee is abused, threatened or assaulted during the course of employment as defined by WorkSafe BC legislation: [www.worksafebc.com](http://www.worksafebc.com)



- (b) Reporting violent incidents: Parties agree to educate employees of the District and promote the reporting of all incidents of violence in an effort to eliminate or minimize the risk of workplace violence.
- (c) The Labour Management Committee will review and update procedure relating to the subject of workplace violence during the term of this Agreement.

## **26.07 Situations of Immediate Danger**

Where a situation is of immediate danger to an employee or student, the employee shall act judiciously to mitigate the danger and then report the situation to the appropriate Administrative Officer. The employee shall be advised of the actions taken to ensure the situation is remedied.

## **26.08 Health and Safety Problems**

Other specific health and safety problems shall be reported to the appropriate Administrative Officer and will also be referred to the Health and Safety site committee.

## **ARTICLE 27    TECHNOLOGICAL CHANGE**

### **27.01    Definition**

"Technological change" means:

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

### **27.02    Advance Notice**

Three (3) months before the introduction of technological change the Board shall notify the Union of the proposed change. The Parties will meet to discuss the changes and the measures if any to be taken by the Parties to protect the employees from anticipated adverse effects.

### **27.03    Income Protection and Transfers**

A regular employee who is displaced shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee. An employee placed in a lower-rated position as a result of technological change shall not have wages reduced but shall continue to receive the employee's old rate until such time as the Collective Agreement rate for the employee's new position is equal to the employee's actual rate of pay. An employee whose services are terminated by the Board because of technological change shall be entitled to severance pay equivalent to one (1) week's pay for each year of service.

### **27.04    Training Benefits**

Where new or greater skills are required than those already possessed by affected employees, where feasible such employees shall, at the expense of the Board, be given a reasonable period of time, during which they may perfect or acquire the skills necessitated by the technological change. There shall be no reduction in salary or benefits during the training period and no reduction in pay upon being reclassified in the new position.

## **ARTICLE 28    GENERAL CONDITIONS**

### **28.01    Courses of Instruction**

An employee requested by the Board to take training to update or upgrade skills or to learn new skills shall receive reasonable notice of such required training.

The Board shall pay the following related expenses:

- (i) required registration/tuition fees;
- (ii) necessary books and materials;
- (iii) travel, meals, accommodation in accordance with Board policy.

The employee agreeing to take such training shall do so without loss of pay and without loss of benefits.

Where the Board determines it feasible, and that training is necessary for employees of the School District, employees on the recall list shall be provided the opportunity to attend formal training programs at the employee's expense.

## **28.02 Harassment**

The Parties agree that all persons have the right to work in an environment without harassment as defined by WorkSafe BC:



A claim of harassment by an employee shall be investigated in accordance with WorkSafe BC Regulation (as indicated above) and will be considered a grievance.

A complaint of harassment or sexual harassment shall be dealt with by the Parties in strict confidence, starting at Step 2 of the grievance procedure.

In the alternative, if an employee is comfortable with the process, the employee, the Union and the Employer will follow the process laid out in the most current Board Policy 2010.

See Appendix A (Board Policy 2010) attached.

## **28.03 Intra-District Communications and Bulletin Boards**

The Board shall supply bulletin boards in the schools, Board Office, District Office, Maintenance Shops and Resource Centre so that the Union may post information of interest to its members. The Union has the right to circulate information via the inter-school delivery service, district fax machines (for receiving information only), and such information shall be posted on the CUPE bulletin board as soon as possible after receipt.

## **28.04 Copies of Agreement**

The Parties agree to provide an electronic version and, upon request, a printed copy of the Agreement in booklet form. Costs associated with printing will be shared by the Parties.

## 28.05

### Work of the Bargaining Unit

(a) Contracting Out

No regular employee shall be laid off or have regular income reduced as a consequence of contracting out of work or services normally performed by members of the Bargaining Unit.

(b) Volunteers

No regular member of the Bargaining Unit will be laid off as a result of the use of volunteers and volunteers will not be used to displace hours held by existing CUPE employees.

(c) Work of the Bargaining Unit

Work customarily performed by the employees in the Bargaining Unit shall not be done by other employees of the Board, except for the purpose of development, audit, quality control, on-the-job training, instruction of employees or in cases of emergency.

## 28.06

### Professional Development

- (a) The Board agrees to allow employees covered by this Agreement to conduct an in-service training seminar on a day designated as professional development for teachers. The date and agenda shall be subject to the approval of the Secretary-Treasurer. An employee attending such a seminar shall be paid the employee's regular wages for that day. All employees may attend this CUPE professional development day.

It is understood that in special circumstances the Administrative Officer may request that a specific employee remain at the employee's work site for that day. Any dispute arising from this provision shall be dealt with beginning at Step 2 of the grievance procedure.

- (b) The Board will deposit three thousand dollars (\$3,000) annually to a fund for job-related professional development. This amount of three thousand dollars (\$3,000) will be matched by the Union. The Union will give the Board an accounting of the money spent annually and invite a trustee to sit on the Union Professional Development Committee.
- ❖ It is noted that the current one thousand dollars (\$1,000) being offered by the Board for the CUPE Professional Development Day will continue.

## 28.07

### Use of School Facilities

The Union shall have the right to use School Board Facilities and equipment for meetings and other Union activities, at no cost, in accordance with Board policy on the use of school facilities and subject to normal booking procedures. Northwest Trades and Education Training Centre will remain subject to fees as determined by the Site Administrator.

The facilities will be left in a condition to allow for normal operations.

## **28.08 Pre-Retirement Seminar**

The Board may grant a leave of absence without pay and without loss of benefits of two (2) days to employees with a minimum of ten (10) years' service with the Board, to attend the CUPE pre-retirement seminar. The Union will pay registration fees.

If the above approved seminar falls on a non-instructional day, the employee shall receive the employee's regular wages for the day when attending the seminar.

## **28.09 Medical Procedures**

Employees requested to perform medical/health procedures in accordance with Level II of the Province of British Columbia Protocol Agreement - In school support for special needs student - shall be given child-specific training by appropriate professional health personnel. A record of such training shall be maintained by the employee and the Board.

There shall be on-going re-evaluation of the training, and there shall be updates to the training as required by the Board.

Where practicable there shall be a trained alternate.

## **28.10 Medication**

Employees shall be responsible for the administration of medications to students under the following conditions:

- (a) The parent has requested the school's assistance in writing and signed a release concerning administration of the medication by the employee;
- (b) Northern Health has been informed and a medical alert card completed;
- (c) The employee has been trained by staff from the Health Unit in the administration of the medication and possible side effects;
- (d) The medication is stored in a locked storage place;
- (e) The medication is supplied in blister packages if possible;
- (f) Records are kept detailing the administration of the medication.

## **28.11 Injections and Inoculations**

- (a) New employees may be required to undergo a TB test.
- (b) Employees who wish to receive flu shots but do not qualify for such flu shots through the Health Unit, shall have the cost of the shot paid by the Board. However, the employee shall schedule such shots on his own time.
- (c) The Board will set aside six hundred dollars (\$600.00) annually for employees who wish to receive the Hepatitis "B" vaccination series at the same time as students. Allocations of these funds shall be on a first-come first-served basis.

**28.12 Examination of Students**

The examination of students for communicable diseases or infestations shall not be the responsibility of a member of the Bargaining Unit. However, an employee who suspects a child may have a communicable disease or infestation shall report the concern to an Administrator for investigation.

**28.13 Indemnification**

The School Board agrees to defend, save harmless, and indemnify all CUPE Local 2052 employees from any proceedings which may be brought against them and which arise from the lawful performance of their duties.

**28.14 Employee Absence**

When an employee is going to be absent from work the employee will register the absence with SmartFind Express <https://coastmountain.eschoolsolutions.com/> or by contacting the Sub Dispatch Clerk (250-638-4439 or 1-888-330-3467 local 4439).

**28.15 Board Meetings**

The Board shall provide agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.

**28.16 PACES Day-care Facility**

PACES Day-care facility is to be provided services by the Bargaining Unit.

**ARTICLE 29 GENERAL**

**29.01 Plural Gender-Neutral Language May Apply**

The Parties agree this, and all future Collective Agreements will reflect gender neutral language. Wherever the singular is used it shall be considered as if the plural has been used where the context so requires.

**ARTICLE 30 TERM OF AGREEMENT**

**30.01 Duration**

This Agreement shall be binding and remain in effect from July 1, 2019 to June 30, 2022 and shall continue from year to year thereafter unless either Party gives to the other Party notice to commence collective bargaining in accordance with the *British Columbia Labour Relations Code*.



## Schedule "A" - CUPE Pay Grid

Position	July 1, 2019 (2%)	July 1, 2020 (2%)	July 1, 2021 (2%)
Academic Support Worker	25.76	26.27	26.80
Accounting Clerk	26.50	27.03	27.58
Accounts Payable Clerk	26.37	26.90	27.44
Admin Secretary-Student Support Services	26.70	27.24	27.78
After School Program Worker	26.29	26.81	27.35
Bookkeeper	25.87	26.38	26.91
Braille Transcriber	26.64	27.17	27.71
Bus Monitor	20.90	21.32	21.75
Carpenter	30.90	31.52	32.15
Carpenter (Grandfathered - Kitimat)	30.99	31.61	32.24
Carpenter/Cabinet Maker (TQ)	30.90	31.52	32.15
Crossing Guard	20.90	21.32	21.75
Custodian	24.92	25.42	25.93
Custodian (Head)	25.44	25.95	26.47
Data Entry Clerk	25.15	25.65	26.17
Educational Assistant	26.67	27.20	27.75
Electrician	30.90	31.52	32.15
Facilities Co-Ordinator	26.45	26.98	27.52
First Nations Support Worker	25.76	26.27	26.80
General Maintenance	22.33	22.78	23.23
IT Helpdesk Technician	28.43	29.00	29.58
Library Assistant	25.40	25.90	26.42
Locksmith	30.90	31.52	32.15
Lunchroom Monitor	20.90	21.32	21.75
Maintenance Certified	30.90	31.52	32.15
Maintenance Foreman	33.63	34.31	34.99
Maintenance Non Certified	25.86	26.37	26.90
Noon Hour Supervisor	24.25	24.74	25.23
Painter	30.90	31.52	32.15
Payroll Clerk	26.96	27.49	28.04
Plumber	30.90	31.52	32.15
Programmer Analyst	30.70	31.31	31.94
Resource Centre Clerk	25.42	25.93	26.44
School Meal Coordinator	24.52	25.01	25.51
School Secretary	26.39	26.92	27.46
School Secretary (Team Environment)	25.86	26.37	26.90
Signing Translator	26.64	27.17	27.71
Speech Language Assistant	26.67	27.20	27.75
Strong Start Facilitator	26.08	26.61	27.14
Student	16.63	16.96	17.30
Student Apprentice (ACE-IT)	17.56	17.92	18.27
Student Records Clerk	25.15	25.66	26.17
Student Records Helpdesk Coordinator	28.19	28.75	29.32
Sub Dispatch Clerk	26.39	26.92	27.46
System/Network Administrator	29.57	30.16	30.76
Teacher Assistant	24.64	25.13	25.63
Technical Director	24.11	24.59	25.08
Youth Support Worker	26.29	26.81	27.35

In the event there is an ESD in future years, updated grids will be attached to the Collective Agreements as a new Appendix.

## **Schedule "B"**

### **DIRTY MONEY**

Dirty Money at \$1.20 (\$1.20) per hour shall be paid to employees doing the following work:

- (1) Spray Painting
- (2) While Exposed to raw sewage
- (3) Installing/removing/cleaning air filters
- (4) Insulating in confined areas
- (5) Working in crawl space
- (6) Performing asbestos removal
- (7) Work requiring a respirator

### **RECONSTRUCTION AND CONSTRUCTION PREMIUMS**

The Parties agreed that in addition to the rates of pay set forth in Schedule A and Schedule B the following premiums shall apply when applicable:

- (a) Reconstruction      \$1.00 per hour
- (b) Construction        \$1.25 per hour

### **FIELD SAFETY REPRESENTATIVE**

It is agreed that in addition to the rates of pay set forth in Schedule A and Schedule B the following premiums shall apply when a Field Safety Representative (Qualified) is required one dollar (\$1.00) per hour.

## ATTACHMENT "A"

Employees entitled to the premium

### **Construction and Reconstruction**

Name	Premium
Amaral, Eduarda	C
Carvalho, Floriano	C
Pacheco, Roger	* **

### **Legend**

- \* Reconstruction
- \*\* Construction
- C Reconstruction/Custodial Refinishing

**ATTACHMENT "B"**

**AS REFERRED TO IN ARTICLES 19.02; 22.07**

<b>Name</b>	
Amaral, Eduarda	
Brady, Monica	
Carvalho, Floriano	
Da Costa, Cynthia	
Field, Ellen	
Gutierrez, Socorro	
Hartmann, Rosa	
Krevenchuk, Maria	
Mayer, Kathy	
Pacheco, Roger	
Phelan, Patricia	
Rinquinha, Anastasia	
Smith, Merina	


**SIGNATURE PAGE**

SIGNED THIS 25 DAY OF SEPTEMBER, 2019

For Board of School Trustees,  
School District No. 82 (Coast Mountains):

For CUPE Local 2052:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #1**

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

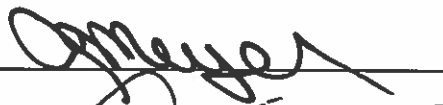
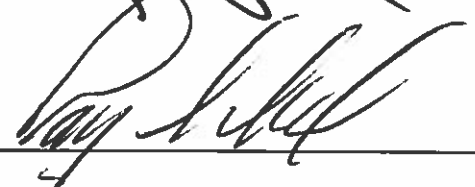
**Re: French Monitor**

The Parties agree that at the discretion of the Board, a French Monitor, as provided and funded by the Government of Canada, may be hired for the school year, with the following provisions:

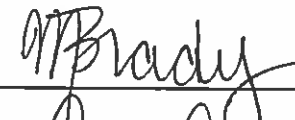
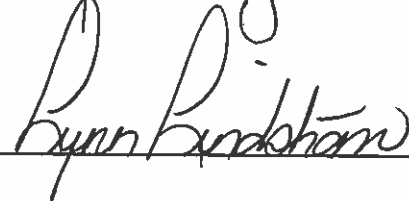
1. The job posting provisions of the Collective Agreement are waived.
2. The successful applicant(s) will be hired as casual employee(s)
3. Wages, weekly hours of work and vacation pay shall be as specified in the Monitor Program.
4. The employee(s) shall acquire paid sick leave as per Article 21 of the Collective Agreement.
5. Article 19, Statutory Holidays, shall apply.
6. The benefits of Article 25 shall not apply.
7. The employee(s) shall not acquire seniority while funded by the Monitor Program.
8. This agreement may be ended by either Party by giving written notice to the other Party. However, this agreement shall only expire on the June 30<sup>th</sup> after notice has been received.

SIGNED THIS 25 DAY OF SEPTEMBER, 2019

For Board of School Trustees,  
School District No. 82 (Coast Mountains):

  
\_\_\_\_\_  
  
\_\_\_\_\_

For CUPE Local 2052:

  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

and


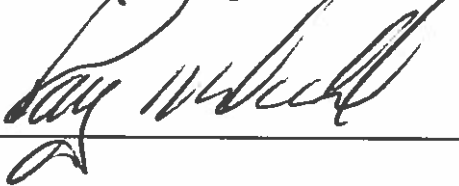
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

**Re: Theatre Employees in Kitimat**

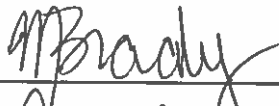
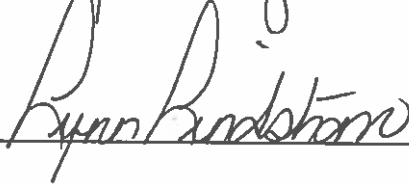
It is agreed that the work that is currently being performed in the Mount Elizabeth Theatre by Bargaining Unit employees shall continue to be performed by Bargaining Unit employees.

SIGNED THIS 25 DAY OF SEPTEMBER, 2019

For Board of School Trustees,  
School District No. 82 (Coast Mountains):

  
\_\_\_\_\_  
  
\_\_\_\_\_

For CUPE Local 2052:

  
\_\_\_\_\_  
  
\_\_\_\_\_

## LETTER OF UNDERSTANDING #3

Between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

### **Re: Indigenous Education Positions**

The Collective Agreement is applicable to all employees covered by this Letter of Understanding with the exception of:

- Article 14.07 a), b) and e)
- Article 15.05
- Article 16.01 shall apply to all employees hired under the terms of this Letter of Understanding and subsequently laid off. Any employee exercising their right to bump or to be offered recall into a position covered by this Letter of Understanding must meet the criteria herein.

This letter of understanding applies to positions within the Indigenous Education Department, belonging within the Bargaining Unit.

Postings for these positions will include a caveat stating:

“Preference will be given to qualified applicants with Indigenous ancestry and intimate knowledge of local Indigenous language and culture.”

Screening of applicants for these positions will be done by a selection committee which shall include representatives of local Indigenous partnership communities.

In making appointments to the above positions, the following priority shall apply:

1. First preference will be given to an applicant with regular seniority and of ancestry with intimate knowledge of local Indigenous language and culture.
2. Second preference will be given to applicants with secondary seniority credits and of Indigenous ancestry with intimate knowledge of local Indigenous language and culture.

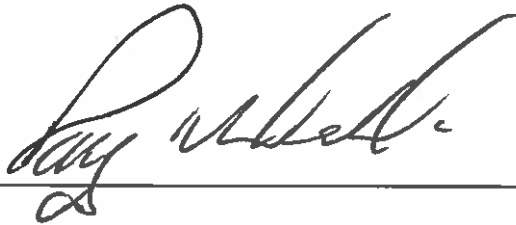


3. Third preference will be given to outside applicants, casuals or long-term casuals without secondary seniority credits ~~seniority~~ and of Indigenous ancestry with intimate knowledge of local Indigenous language and culture.

Dated this 25 day of SEPTEMBER, 2019

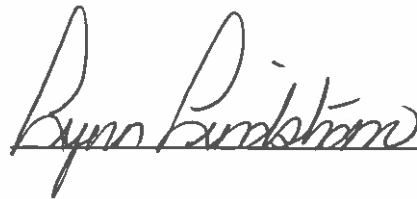
For Board of School Trustees,  
School District No. 82 (Coast Mountains):

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For CUPE Local 2052:

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**LETTER OF UNDERSTANDING #4**

Between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

**Re: Article 18.02 – Overtime Entitlement – Major Projects**


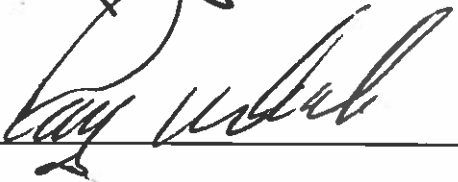
**Forty (40) Hour per Week Job Classifications**

The Parties agree that in keeping with Article 17.02 when the work week is varied to four (4) ten (10) hour workdays overtime will be paid as follows:

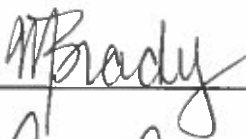
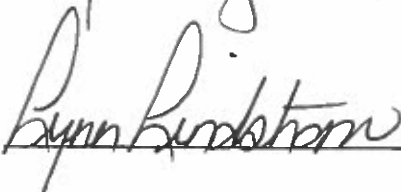
All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid for at time and one-half (1½) the regular rate for the first three (3) hours of overtime worked in any one (1) day, and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.

SIGNED THIS 25 DAY OF SEPTEMBER, 2019

For Board of School Trustees,  
School District No. 82 (Coast Mountains):

  
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For CUPE Local 2052:

  
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**LETTER OF UNDERSTANDING #5**

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

and



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

**Re: Student Employees**

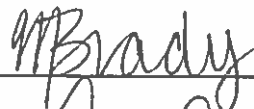
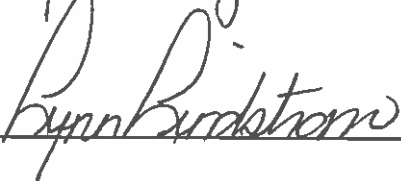
Student Labourers shall be defined as students who are returning to an educational institution at the end of their term. They shall be employed during the natural breaks in the School Calendar which are Spring Break, Summer Break and Winter Break. There shall be a maximum of eight (8) Student Labourers employed at any one (1) time during these periods. This shall not include ACE-IT/Secondary Student Apprentice Program or School Completion Program enrolled students.

SIGNED THIS 25 DAY OF SEPTEMBER, 2019

For Board of School Trustees,  
School District No. 82 (Coast Mountains):

  
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\_\_\_\_\_

For CUPE Local 2052:

  
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**LETTER OF UNDERSTANDING #6**

between

THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052

**Re: Article 22.12 Medical Care Leave**

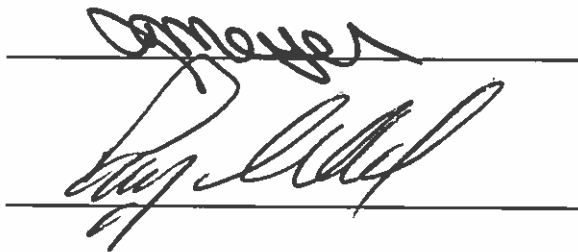
When medical services and/or medical facilities are not available in the community of residence or work, an employee or the employee's dependent may be referred by a doctor or dentist to a medical practitioner or medical facility in another municipality.

When such referrals are made, and the appointment cannot be scheduled in a way that avoids disruption of work or vacation the employee shall be allowed paid leave of absence in order to attend or to accompany dependents if medically required. On request, employees shall show proof of the need for medical care leave. Such leave shall be deducted from the employee's accumulated sick bank in accordance with Article 21.

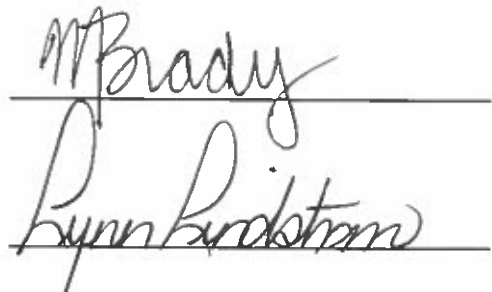
In such cases, the per diem payable will be in accordance with Board Policy, to a maximum of ten (10) days per occurrence. The maximum total expenses to the Board will be three thousand dollars (\$3,000) for the term of this Agreement.

SIGNED THIS 25 DAY OF SEPTEMBER, 2019

For Board of School Trustees,  
School District No. 82 (Coast Mountains):



For CUPE Local 2052:



**LETTER OF UNDERSTANDING #7**

**between**

**THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 82  
COAST MOUNTAINS**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052**

**Re: Eleven (11) Month Clerical Positions**

Upon mutual agreement, a regular, continuing clerical position may be re-classified from the current ten (10) month work year to an eleven (11) month work year. All Collective Agreement articles, benefits and pensionable service time that normally apply to the specified ten (10) month position will be extended to the eleven (11) month position. Vacation pay procedure will apply as per Article 20.03(a).

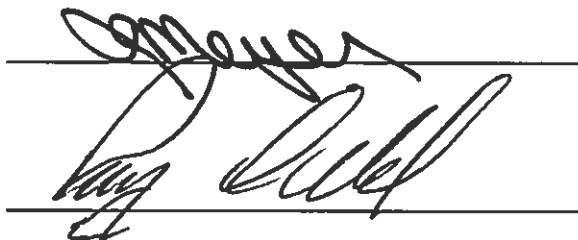
The eleven (11) month clerical position will commence fifteen (15) days prior to the first day school is in session and end five (5) days after the school year end administrative day, including statutory holidays.

Upon the vacancy of an eleven (11) month clerical position, it may be reposted as a ten (10) month position at the Employer's discretion.

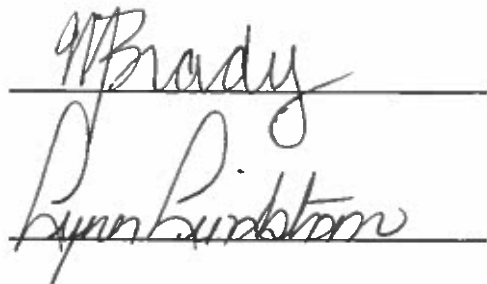
This Letter of Understanding will expire July 31, 2022

SIGNED THIS 25 DAY OF SEPTEMBER, 2019

For Board of School Trustees,  
School District No. 82 (Coast Mountains):



For CUPE Local 2052:



## APPENDIX "A"

### School District 82 (Coast Mountains) - Board Policy 2010: Harassment

- Date Adopted: November 20, 2013
- Revised to include WorkSafe BC Workplace Bullying and Harassment Policy.

#### **POLICY STATEMENT**

The Board recognizes the right of all employees to work, conduct business and otherwise interact and associate free from bullying and harassment.

#### **DEFINITIONS**

Harassment includes any offensive or bullying statement or behaviour which falls under one of the prohibited grounds of the *Human Rights Act*, specifically: race, nationality or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted.

Workplace bullying and harassment includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

Bullying and harassing behavior can include:

- verbal aggression or yelling
- humiliating initiation practices or hazing
- spreading malicious rumours
- calling someone derogatory names

The definition of sexual harassment includes:

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

The definition of personal harassment includes:

- Any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or

- objectionable conduct, comment, material, or display made on either a one time or continuous basis, that demeans, belittles, intimidates, or humiliates another person; or
- the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- such misuse of power of authority as intimidation, threats, coercion, and blackmail.

The definition of harassment, both personal and sexual, does not include:

- routine supervision
- performance evaluations
- imposition of appropriate discipline
- a request or directive to do something that a reasonable person would consider reasonable as part of a job function
- lack of friendliness
- an apparent grumpy response
- denial of a request for time off
- other routine day-to-day interaction between an employer and an employee.

A complainant is the recipient of, and makes a complaint of, harassment.

A respondent is the alleged harasser.

Procedural fairness means that all employees have a right to:

- make complaints
- be informed of complaints against them
- be informed of remedial actions taken
- a fair hearing
- a full investigation of complaints
- confidentiality
- a representative of their choice when they are in the position of complainant or respondent

An investigator is normally a management individual but may be a contracted specialist. This person will have training or experience in investigating complaints of harassment and is well respected by both management and union members.

Confidentiality: Every effort will be made to keep the details of the complaint and subsequent records of an investigation confidential. One year after all actions following the investigation are complete (i.e. discipline, grievances, arbitration) the file of interview notes will be destroyed.

Freedom of Information Legislation requires that any person who requests information has the right to:

- all information said by him/her
- anything said about him/her but not who said it.

Mediation occurs when a neutral third party (not the investigator) provides a structured process to assist the complainant and respondent to arrive at a mutually acceptable resolution to the complaint. Mediation can be successful if:

- there is not a power imbalance between the two parties (either or both parties can have a silent advocate to ensure a balance of power)
- both parties are willing to mediate and agree on a mediator.

Vexatious complaints occur when an individual makes a complaint with malicious intent or when a complaint is made that the person knows or ought reasonably to know is neither personal nor sexual harassment.

### **RELATED LEGISLATION/REGULATIONS/POLICY**

- BC Human Rights Code
- WorkSafe BC Harassment Policy
- WorkSafe BC Workplace Bullying and Harassment, Employer Fact Sheet
- Coast Mountains School District Policy 1025 and Regulations: Code of Conduct
- Coast Mountains School District Policy 1015 and Regulations: Safe, Caring, Orderly Schools
- Coast Mountains School District Policy 1020 and Regulations: Diversity in Schools

### **POLICY**

The Board encourages employees to resolve complaints of harassment at the work place through agreed upon procedures, as noted below.

### **REGULATIONS**

#### **Step 1: Informal Resolution**

1. The complainant, if comfortable with an informal resolution procedure, may choose to speak or correspond directly with the alleged harasser to express his/her feelings about the situation.
2. Before proceeding to Step 2, the complainant may approach his/her administrative officer, Union representative or other contact person to discuss potential means of resolving the complaint and to request their assistance in mediating the complaint.
3. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
4. All discussions at Step 1 are completely off the record. Discussions during Step 1 cannot lead to any disciplinary action against the complainant or the respondent.
5. If resolution is reached between complainant and respondent in Step 1, the resolution should be written up and signed by both who will be the only parties to retain copies of the resolution.
6. The Board may advise the respondent of the expectations of behaviour outlined in Board Policy in a neutral, non-disciplinary manner.



7. This correspondence will not form part of the respondent's personnel file. Sending of the correspondence can be referred to as proof that the respondent has been advised about the standard of conduct.
8. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution has been reached, or an agreement for resolution has been breached by the alleged harasser, a written complaint may be filed by the complainant with the Superintendent of Schools. In the event the Superintendent of Schools is involved either as the complainant or alleged harasser, the complaint may be filed in writing with the Chair of the Board, solely, and not discussed at this time with other members of the Board.

### **Step 2: Filing of a Complaint**

1. The form of the complaint of Step 2 shall be in writing and shall include specific behaviours which form the basis of the complaint and the definitions of sexual/personal harassment that may apply. The form of the complaint will in no way restrict the investigation or its conclusions.
2. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
3. In the event the Superintendent of Schools is involved either as the complainant or alleged harasser, the complainant shall, at the complainant's discretion, be immediately referred to a third party who shall have been named by prior agreement of the employer and the individual or their local Union as the case may be, who shall proceed to investigate the complaint in accordance with Step 3 and report to the Board.

### **Step 3: Investigation of a Complaint**

1. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The Union or the Association and the Superintendent of Schools or designate shall agree on who the investigator will be for each complaint. If the complainant is not represented by a Union or an Association, then he/she may choose someone to represent him/her. The Superintendent of Schools or designate shall provide a list of a minimum of three possible investigators.
2. The complainant may request that the investigator be of the same gender as the complainant and where practicable the request will be honoured.
3. The complainant and respondent have the right to representation when being interviewed as part of the investigation.
4. The complainant has the right to a thorough and unbiased investigation, which shall begin within ten (10) working days of the time of filing of the complaint and be completed within sixty (60) calendar days, unless otherwise agreed to by the parties (the complainant and the Superintendent of Schools or designate).

5. The complainant and the respondent will be informed in writing if harassment was found or not found.
6. The complainant may be informed of remedies taken when appropriate.
7. Where remedies involve disciplinary action against the respondent the complainant has only the right to be informed that disciplinary action was or was not taken.

#### **Step 4: Remedies**

1. Where the investigation determines that harassment has taken place remedies available to the complainant include but are not limited to the following:
  - (a) reinstatement of sick leave used as a result of the harassment;
  - (b) any necessary counselling where Employee Assistance Plan (EAP) services are fully utilized or where EAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - (c) redress of any career advancement or success denied due to the negative effects of the harassment;
  - (d) recovery of other losses and/or remedies which are directly related to the harassment.

#### **Vexatious Complaints**

When the investigation determines that harassment has not taken place and the complaint was made vexatiously, the investigator will report to the Superintendent of Schools. The investigator may make recommendations to the Superintendent of Schools regarding appropriate disciplinary action to be taken.

#### **Harassment and Sexual Harassment Awareness Programs**

The Board will make available to all new employees (both those covered by Collective Agreements and excluded staff) a workshop in recognizing and responding to personal and sexual harassment.

**Appendix "B"**  
**Provincial Framework Agreement ("Framework") 2019-2022**  
**between**  
**BC Public School Employers' Association ("BCPSEA")**  
**and**  
**The K-12 Presidents' Council and Support Staff Unions ("the Unions")**

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

**1. Term**

July 1, 2019 to June 30, 2022

**2. Wages Increases**

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

**3. Local Bargaining**

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

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

The \$7 million is an ongoing annual amount.

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

E & O E

**4. Benefits**

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

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

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

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

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

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

**5. Safety in the Workplace**

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

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

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

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

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

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

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

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

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

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

##### Structure:

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

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

Mandate:

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

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

Terms of Reference:

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

Funding:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **9. Committee Funding**

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

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

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

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



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

**11. Early Care and Learning Plan**

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

**12. Unpaid Work**

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

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

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

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

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

**15. Public Education Benefits Trust**

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

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

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

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

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

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

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

**18. Funding**

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

**19. Provincial Bargaining**

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

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

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

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

*[Handwritten signatures]*

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

*[Handwritten signatures]*

Mir DeVito  
R. Lavallbo  
SMU  
Stinson  
777  
Pat Pucci  
J Lindgren  
Manuel N. Flores  
Amir

W. ...  
H. ...  
J. ...  
Robert Wark  
W. ...  
Joe ...  
Marcey Campbell  
CS  
B. Boyd  
Thomas

} CUPE  
WSN

*Appendix "B" – Provincial Framework Agreement 2019*

Appendix A

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

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

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

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

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