

COLLECTIVE AGREEMENT

between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 87 (STIKINE)**



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3234**

CUPE

JULY 1, 2019 TO JUNE 30, 2022

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AGREEMENT BETWEEN:
**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 87 (STIKINE)**
(hereinafter called the "Board")
and
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3234**
(hereinafter called the "Union")

ARTICLE 1 **PREAMBLE**

1.01 **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 recognize the mutual value of joint discussions and negotiations with regard to wages, hours of work and working conditions.
- (c) To facilitate the peaceful adjustment of all disputes and grievances.
- (d) To promote the morale, well-being and security of all employees in the Bargaining Unit.
- (e) To encourage efficiency in operations.
- (f) To recognize the principle of equal pay for equal work.

ARTICLE 2 **MANAGEMENT RIGHTS**

2.01 **Management and Direction**

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

2.02 **Supervisory Staff**

The selection and promotion of Bargaining Unit personnel to supervisory positions shall be entirely a matter for the Board's decision.

2.03 **Board Exercising its Rights**

The Board shall exercise its rights in a reasonable manner.

2.04 Board Shall Not Discriminate

The Board agrees that there shall be no discrimination exercised or practised with respect to any employee in the administration of this Collective Agreement by reasons covered by the BC Human Rights Code, the Canadian Human Rights Act, the Canadian Charter of Rights nor by reasons of their membership in the Union.

ARTICLE 3 RECOGNITION AND NEGOTIATION

3.01 Recognition

The Board recognizes the Canadian Union of Public Employees and its Local 3234 as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Industrial Relations Council.

3.02 No Other Agreements

No employee or group of employees, within the Bargaining Unit, 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 Representative of Canadian Union

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.

3.04 Representation

The Union shall supply the Board with the names of its Officers. Likewise, the Board shall supply the Union with a list of its supervisory personnel.

3.05 No Strike or Lockout

The Union agrees that during the term of this Agreement, as a result of a dispute, there shall not be any strike, stoppage of work or slowdown in the Board's operation. The Board agrees that during the term of this Agreement, there shall be no lockout of its employees.

ARTICLE 4 UNION MEMBERSHIP REQUIREMENT

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 within the Bargaining Unit maintain membership in good standing with the Union.

New employees commencing employment with the Board, in positions covered by this Collective Agreement, shall become members of the Union effective from their date of hire.

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 earning and pay to the Union any Union dues. Dues deductions shall commence upon the date of hire of a new employee. The Board shall remit the dues deducted pursuant to such assignment to the Treasurer of the Union not later than fifteen (15) days following the date upon 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.

ARTICLE 6 **NEW EMPLOYEES**

6.01 **Copy of the Collective Agreement**

The Board agrees to advise new employees that a Union Agreement is in effect and shall provide them with a link to the website where they can find an online copy of the Collective Agreement.

ARTICLE 7 **CORRESPONDENCE**

7.01 **Communication between the Parties**

All communications between the Parties shall pass to and from the Secretary-Treasurer of the Board and the Secretary of the Union.

ARTICLE 8 **LABOUR MANAGEMENT LIAISON MEETINGS**

8.01 **Joint Labour Meetings**

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 Change to Wages, Hours, or Benefits

A meeting shall take place between the Parties before any reduction in hours or wages, or alteration of benefits shall be implemented.

ARTICLE 9 LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed of not more than three (3) members of the Union. The Union shall advise the Board of the members on the Committee at least thirty (30) days prior to the commencement of negotiations.

9.02 Function of the Bargaining Committee

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

9.03 Time Off for Negotiation Meetings

- (a) Upon requesting leave, up to three (3) representatives of the Union Bargaining Committee, who are in the employ of the Board, shall be granted leave to attend negotiation meetings with the Board.
- (b) The Board shall make available to the Bargaining Unit a maximum of eighty (80) hours during each Collective Agreement of release time for the preparation and negotiation of the subsequent Collective Agreement. Representatives of the Union Bargaining Committee shall receive their normal salary and benefits for release days taken.
- (c) Leave requests shall be submitted to the employee's immediate Supervisor at least three (3) working days prior to negotiation meetings.
- (d) The Employer may refuse a leave of absence request by any member of the Union Bargaining Committee where:
 - (i) more than one member comes from the Maintenance Department;
 - (ii) duties of the members overlap.

ARTICLE 10 EMPLOYEE DEFINITIONS

10.01 Probationary Employee

A probationary employee shall be defined as a newly hired person who is serving a probationary period up to and including sixty (60) working days or three (3) months, whichever is less, for an appointment as a regular employee in a position with the Board.

If the Board proposes an extension to the probationary period, such a proposal shall be sent, in writing, to the Union, with a copy to the employee and shall detail:

- (a) the length of the proposed extension;
- (b) the reasons for such extension;
- (c) the plan of action to help the employee successfully complete the probationary period;

The probationary period shall only be extended once.

During the probationary period, an employee may be discharged if they are unsuitable for status as a regular employee.

10.02 Casual Employee

A casual employee shall be defined as a person who works from time to time, on an on-call basis, but does not work on regularly scheduled shifts.

Casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, secondary seniority as per Article 15.02, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes. Casual employees shall receive the pay increment upon completion of sixty (60) working days.

10.03 Temporary Employee

A temporary employee shall be hired as a replacement necessitated by illness, injury, leave of absence, vacation, or temporary filling of a vacancy, with an anticipated termination date. Temporary employees shall be placed on the seniority list on completion of sixty (60) consecutive days worked. Temporary employees shall be eligible for all benefits as provided by the Collective Agreement as allowed for by the benefit carriers.

10.04 Regular Employee

A regular employee shall be defined as a person who has satisfactorily completed the probationary period with the Board and who is employed on a regular full-time or part-time basis.

10.05 Special Education Assistant

A Special Education Assistant (SEA) shall be defined as a person appointed to help assist with children who have special education needs, as defined by current Ministry funding guidelines. SEA's shall be entitled to all provisions of this agreement, except Article 16 - Promotions and Staff Changes and Article 17 - Layoffs and Recalls.

Layoffs and Rehiring, Promotions and Staff Changes shall be applied according to Article 11 - Special Education Assistants.

ARTICLE 11 SPECIAL EDUCATION ASSISTANTS

The articles of this Collective Agreement that apply to Special Education Assistants (SEA) are those articles defined in Article 10.05, this section is applicable to SEA's only.

11.01 Layoffs and Rehiring

- (a) Students that are classified as special needs students, as determined by current Ministry funding guidelines, shall have the right to Special Education Assistance.
- (b) In the event that a SEA position is eliminated, the employee shall be placed on a Layoff List, within that community, and offered a temporary SEA position if available or a regular SEA vacancy, as they arise, in accordance with the employee's qualifications, appropriateness, and seniority.
- (c) Employees shall remain on the SEA Layoff List until appointed to another regular position, or until they refuse one (1) SEA position for which they are qualified, or until twelve (12) months pass.

11.02 Reduction of a Regular Position's Hours

In the event that a SEA's assigned hours in a regular position are reduced by five (5) hours or more per week, the employee shall have the option of:

- (a) accepting the reduction in the remaining position;
- (b) vacating the position and going on the Layoff List under the provision of 11.01 (c) above.

11.03 SEA's No Longer Required

Should the student(s) to whom the SEA is assigned move or no longer require special services, as determined by the Board, the SEA shall be placed on the Layoff List as described in 11.01 (b).

11.04 Promotion and Staff Changes

Vacant Special Education Assistant positions shall be posted on all bulletin boards within the community schools for a minimum of five (5) working days. Such notice shall contain the following information for each of the positions:

- required knowledge and education, special abilities and skills.

Appointments shall be made, taking into consideration required qualifications, appropriateness and ability as well as the seniority of the applicant.

Copies of all school postings shall be forwarded to the Secretary of the Union.

11.05 SEA's Student is Absent

When the student to whom the employee is assigned is absent the employee shall be offered such temporary SEA work or other duties assigned in accordance with their qualifications, appropriateness and seniority.

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 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. The usual time for a Steward to assist an employee with a grievance shall be outside of regular working hours.

12.02 Names of Stewards

The Union shall notify the Board in writing of the names of each Steward and the name of the Chief Steward.

12.03 Permission to Leave Work

Union representatives may be permitted time off without loss of pay to handle grievances, provided they have first sought and obtained permission from their immediate Supervisor to absent themselves from their regular duties for that purpose.

A maximum of two (2) members of the Bargaining Unit who are requested to attend meetings held during regular working hours, at the request of management, shall have their regular salary and benefits maintained by the Board.

12.04 Grievances and Replies in Writing

Grievances and replies to grievances shall be in writing at Steps 2 and 3.

12.05

Grievances

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:

At each step of the grievance procedure the grievor shall have the right to be present.

Step 1 - An employee alleging a grievance shall request a meeting with the Supervisor to whom the employee is directly responsible, within seven (7) days after the occurrence of the event giving rise to the grievance, and at such meeting they shall attempt to resolve the grievance. The employee may be accompanied at this meeting by a representative of the Union. If no satisfactory resolution is found at this step, then the grievance shall be put in writing and the grievance shall proceed to the next step.

Step 2 - Failing a satisfactory settlement within seven (7) working days of the meeting in Step 1, the Union shall, within a further seven (7) days, submit the grievance to the Secretary-Treasurer or designate of the Board.

Step 3 - Failing a satisfactory settlement within seven (7) working days of receipt of the grievance in writing by the Secretary-Treasurer, such grievance shall be referred within a further seven (7) working days 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 a satisfactory settlement within ten (10) working days of the Committee reviewing the grievance, the matter may be referred for resolution to Arbitration.

12.06

Group Grievance

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

12.07

Unsafe Working Conditions

A claim by an employee or a group of employees that they are working under unsafe working conditions shall be investigated as quickly as possible by the Board. 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.

ARTICLE 13 **ARBITRATION PROCEDURE**

13.01 **Section 103 - Labour Relations Code**

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an Arbitrator 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 thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

13.02 **Arbitrator's Procedure**

The Arbitrator may determine their own procedure but shall give full opportunity to all Parties to present evidence and make presentations to it. The Arbitrator shall hear and determine the difference or allegation and render a decision within five (5) days from the time of their appointment.

13.03 **Arbitrator's Recommendations**

The recommendations of the Arbitrator shall be final and binding on all Parties, but in no event shall they have the power to alter, modify or amend this Agreement in any respect.

13.04 **Expenses of the Arbitrator**

Each Party shall pay one half (1/2) of the fees and expenses of the Arbitrator.

13.05 **Amending of Time Limits**

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

13.06 **Witnesses**

At any stage of the grievance or arbitration process, the Parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements shall be made to permit the Arbitrator 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 14 DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Right to Have Union Representative Present

Whenever a Supervisor intends to interview an employee for possible disciplinary purposes, or for purposes of suspension or dismissal, and to include a written report in the employee's file, the Supervisor shall notify the employee in advance of the purpose of the interview so that the employee may contact their Union representative to be present at the interview. The Union representative shall be present at the interview, as an observer.

14.02 Warnings

Whenever the Board or its authorized agent deems it necessary to censure an employee, and includes a letter in the employee's file, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Board shall, within five (5) days thereafter, give written particulars of such censure to the employee involved, with a copy to the Secretary of the Union.

14.03 Burden of Proof

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

14.04 Designation of Supervisor

Every employee shall be notified, at the time of hire, of the name of their immediate Supervisor(s).

14.05 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of labour disputes. Failure to cross such a legal 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.

14.06 Personnel File

An employee shall be granted access to their personnel file within a reasonable period upon request to the Board. The employee shall be supervised by a representative of the Board when they are reviewing said file. An employee may copy any document and shall be permitted to respond in writing to any information contained in their personnel file. Such responses shall become part of their file. An employee personnel file is the property of the Board.

ARTICLE 15 SENIORITY

15.01 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.

15.02 Secondary Seniority

- (a) Casual and temporary employees shall earn one (1) day or secondary seniority for each shift or portion of shift worked.
- (b) Secondary seniority shall be recognized once an employee has worked forty-five (45) shifts within any twelve (12) month period.
- (c) Secondary seniority shall be for the purpose of applying for a regular or temporary position (via posting) and for the purpose of shift assignment.
- (d) For the purpose of filling temporary or regular positions, an employee who applies for such a position shall be considered for a temporary or regular position after regular employees and prior to outside applicants.
- (e) Once a temporary or casual employee has a regular position and passed the applicable probationary period the employee's total seniority shall be applied retroactively to their hire date as a regular employee plus forty-five (45) working days.
- (f) Employees who have recognized secondary seniority shall be offered short-term work for which they are qualified on the basis of their secondary seniority.
- (g) An employee shall only lose seniority in the event:
 - (1) The employee fails to respond to three (3) consecutive call-ins or call-outs. Casual and temporary employees shall not lose seniority if they are unable to work due to extenuating circumstances.
 - (2) The employee is discharged for just cause and is not reinstated.
 - (3) The employee self terminates their employment.
 - (4) The employee has not worked for a period longer than twelve (12) months.

15.03 Probation for Newly Hired Employees

For purposes of seniority, a newly hired employee shall be on probation for a period of sixty (60) working days or three (3) months, whichever is less, from the date of hiring. Upon successful completion of the probationary period, an employee's seniority date shall be retroactive to the date of hire in the regular position.

15.04 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 October 15th each year, and posted in each school, maintenance shop and the Board office.

15.05 No Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, disability, layoff except as provided in Article 15.06, or leave of absence approved by the Board.

15.06 Loss of Seniority

An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and are not reinstated.
- (b) They resign.
- (c) They are absent from work in excess of three (3) working days without notifying their Supervisor, or without sufficient cause.
- (d) Following a layoff, they fail to return to work within fourteen (14) calendar days upon being notified in writing to do so. A mutually agreeable extension between the employee and their immediate Supervisor may be granted due to extenuating circumstances. It shall be the responsibility of the employee to keep the Board informed of their current address.
- (e) They are laid off for a period longer than twelve (12) months.

15.07 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside of the Bargaining Unit, they shall retain their seniority up to the date of leaving the unit, for a period of sixty (60) working days, or three (3) months, whichever is greater.

ARTICLE 16 PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

- (a) When a vacancy occurs in any classification covered by this Agreement, notice thereof shall be e-mailed to all employees and a copy shall be e-mailed to the Secretary of the Union. All positions may be advertised externally, concurrent with the internal job posting. Such postings and notice shall contain the following information: nature and location of the position, hours of work, wage rate or salary range, and closing date for accepting applications. Applications by facsimile will be accepted.
- (b) If a vacancy occurs while school is not in session, the district administration shall make a reasonable attempt to contact those employees who have expressed an interest in changing positions.
- (c) It is the responsibility of the employee to provide in writing a telephone number where they may be contacted should a vacancy occur during school closure.

16.02 Temporary Vacancies

- (a) This Article shall not apply to temporary replacements necessitated by illness, injury, Leave of Absence, vacation or temporary filling of vacancies. 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.
- (b) The Board shall post any vacancy that is expected to continue in excess of fifty (50) working days.
- (c) Temporary employees shall receive the pay increment upon completion of sixty (60) working days or three (3) months, whichever is less. The probationary appointment may be extended in accordance with Article 10.01 - Probationary Appointment.

16.03

Trial Period

If the successful applicant is a regular or temporary employee, they shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory performance, such trial promotion or transfer shall become permanent after the period of sixty (60) working days.

If the Board proposes an extension to the trial period, such a proposal shall be sent, in writing, to the Union with a copy to the employee and shall detail:

- (a) the length of the proposed extension;
- (b) the reasons for such extension;
- (c) the plan of action to help the employee successfully complete the trial period.

The Trial period shall only be extended once.

In the event the successful applicant proves unsatisfactory in the position, they shall be returned to their former position, at the prevailing rate of pay for that position, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be transferred to their former position.

16.04

Threshold Ability Selection

- (a) In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.
- (b) If, as a result of any Education Training Review, changes are required to qualifications for support staff positions, all employees on payroll as of June 15, 2000 shall be grandparented as qualified in their positions and positions they have previously performed satisfactorily in the District for the purpose of making appointments.

16.05

Resignation

An employee shall give at least two (2) weeks' notice of their intention to resign. Such notice shall be given in writing to the employee's immediate Supervisor.

16.06

Maintenance of Pay Equity Agreement

- 1) It is important that each Party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program.
- 2) The initial review shall commence following the finalization of all reconsiderations and problems that may arise with the implementation of this job evaluation program. Thereafter, it is the intention of the Parties to periodically review jobs upon request and to conduct a comprehensive review of all positions every five (5) years.
- 3) Whenever the Employer creates a new position or changes the duties and responsibilities of a job, or the incumbent(s)/Union feels that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:
 - (a) The incumbent(s)/Union or the Supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Form (Appendix B).
 - (b) Upon receipt of a completed Job Evaluation Reconsideration Form the Committee (two (2) Union representatives and two (2) Board representatives) shall proceed to gather accurate, up-to-date information on the job. The gathering of information shall involve requesting the incumbents(s) and Supervisor to complete an up-to-date analysis questionnaire. Where further information is required, interviews shall be held with incumbents and/or Supervisors and/or visits to the job site. Based on this information, the Committee shall update the job descriptions as authorized by the Supervisor, as necessary.
 - (c) Where the job description has been changed, the Committee shall meet to rate each sub factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or Supervisor of its decision. The rating of the job shall determine the pay rate for the job.
 - (d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted. The incumbent(s) shall retain the same place on any increment grid.
 - (e) If the job is rated at a pay grade lower than the existing pay grade, all incumbents of such job shall be identified as "Red Circled" and shall continue to receive all negotiated increases.
 - (f) No incumbent will have their wages reduced following reevaluation of their job and the establishment of a new wage structure.

ARTICLE 17 LAYOFFS AND RECALLS

17.01 Definition of Layoff

A layoff is defined as an action by the Board which results in a reduction in the workforce or the reduction of an employee's regular hours.

17.02 Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of their community-based seniority, provided that the remaining staff possess the qualifications required in their respective positions. Employees may remain on a recall list for a maximum of twelve (12) months.

17.03 Bumping Rights

- (a) An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.
- (b) The right to bump shall not include the right to bump into another classification unless the Employer approves such a bump. The Employer shall determine the qualifications necessary to bump into another classification in a fair, just and reasonable manner.

17.04 Recall Procedure

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

17.05 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall. If an employee turns down the first offer of employment, in their home community in a classification and at the same or greater hours per week as employed prior to layoff, they shall be deleted from the recall list.

17.06

Notice of Layoff

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

- (a) One (1) week's notice where the regular or probationary employee has completed a period of employment of less than six (6) consecutive months.
- (b) Two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months.
- (c) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice, up to a maximum of eight (8) weeks' notice.
- (d) If an employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not available.
- (e) 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 normally in session.

17.07

Severance Pay

Severance pay shall be provided to employees on the following basis:

- (a) An employee who is laid off shall have the option of receiving severance pay in lieu of being placed on the recall list. Severance pay shall be calculated as:
 - (i) Employee with less than six (6) months service – two percent (2%) of annual earnings;
 - (ii) Employee between six (6) months and one year's service – four percent (4%) of annual earnings;
 - (iii) Employee with more than one (1) year's service – five percent (5%) of annual earnings for each year.
- (b) Severance pay shall not exceed one (1) year's annual earnings.
- (c) In this clause, "annual earnings" shall mean the employee's regular hourly rate at the time of termination times the employee's regularly scheduled annual hours at the time of termination.

17.08

Time Limit

The Board agrees there will be no lay off of employees after October 15th of each school year.

ARTICLE 18 HOURS OF WORK

18.01 Clerical and Student Assistants' Hours of Work

The regular work for an employee shall consist of thirty-five (35) hours of scheduled work per week plus a one (1) hour unpaid break for meals per day. The hours worked each day shall be consecutive. By mutual agreement between an employee and their Supervisor, a meal break may be less than one (1) hour. Nothing in this Article prevents the Employer from establishing part time positions.

18.02 Maintenance

The regular work day for maintenance employees shall consist of eight (8) consecutive hours per day, between 7:30 a.m. and 5:30 p.m. plus a one (1) hour unpaid break for a meal. By mutual agreement between an employee and their Supervisor, a meal break may be less than one (1) hour. Nothing in this Article prevents the Employer from establishing part time positions.

18.03 Custodial

The regular work day for custodial employees shall consist of eight (8) hours per day inclusive of a one-half (½) hour break for a meal to be taken on the job. Nothing in this Article prevents the Employer from establishing part time positions.

18.04 Regular Work Week

The regular work week shall consist of five (5) days, from Monday to Friday.

18.05 Variance from Regular Hours

By mutual agreement between the employee and the immediate Supervisor, the regular work day and/or regular work week may be varied for a temporary period to be determined by the two (2) Parties. Such variance shall be in writing and signed by both Parties.

18.06 Paid Rest Periods

All employees shall be permitted a paid fifteen (15) minute rest period, in the first half of a shift and a paid fifteen (15) minute rest period in the second half of a shift provided they have worked for a minimum of two (2) hours between breaks.

18.07 Where No Work is Available

An employee reporting for work in any day and being sent home before they have completed four (4) hours work, shall be paid for four (4) hours at their regular rate of pay. In the event an employee reports for work but is sent home before commencing work, they shall be paid for two (2) hours at their regular rate, unless they were advised by the immediate Supervisor not to report to work. This does not preclude the employment of part time employees for less than four (4) hours. Employees working less than full time shall only be eligible for payment up to the maximum number of hours normally worked.

18.08 Assignment of Extra Work

Qualified part-time employees may, where operationally possible, be given an opportunity to perform extra hours of work, including that of temporary replacements, to reach a regular work day or week before hiring new employees.

18.09 Non-Instructional Days

All regular part-time and full-time employees shall be provided with work on declared non-instructional days.

18.10 Four (4) Hour Daily Minimum

- 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.
- 2) Exemptions from the four (4) hour minimum:
 - (a) Atlin School – Indigenous Language and Cultural Assistant (minimum 2.5 hours per day)
 - (b) Denetia School – Indigenous Language and Cultural Assistant (minimum 1 hour per day)
 - (c) Other positions by mutual agreement.
- 3) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.

ARTICLE 19 OVERTIME

19.01 Overtime Entitlement

All overtime work, as authorized by the immediate Supervisor, 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 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 the second day of rest shall be paid at the rate of two (2) times the regular rate of the employee.

19.02 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 daily regular hours for full time employees in that position have been exceeded.

19.03 Time off in Lieu of Overtime

Instead of cash payment for overtime or call-out an employee may request to receive time off at the appropriate overtime rate at a mutually agreeable time. Banked overtime not used by June 30th may be carried forward to subsequent years. Payment may be requested at any time and will be made at the rate in effect. Banked days taken shall require the prior approval of the employee's immediate Supervisor.

19.04 Compensation of Work on Paid Holidays

If an employee is required to work on a statutory or public holiday, they shall be paid at double their regular hourly rate.

19.05 Call Out Pay Guarantee

A full-time or part-time employee, who is called out to work outside their regular working hours, shall be paid for a minimum of two (2) hours at overtime rates.

Call-outs should have the prior approval of the Secretary-Treasurer whenever possible. Secondary call-outs shall be paid only if the employee has completed the work and left the place of the first call out.

19.06 Meal Break

After four (4) continuous hours of overtime or call-out, an employee is entitled to an unpaid break for a meal. The Board shall pay the cost of the meal.

ARTICLE 20 **STATUTORY HOLIDAYS**

20.01 **Statutory Holidays**

An eligible employee shall be entitled to a holiday with pay at their 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 or Provincial governments, provided such holidays are observed on normal working days.

- (a) A twelve (12) month employee shall be eligible for each of the statutory holidays falling within their period of employment.
- (b) A ten (10) month employee shall be eligible for each of the statutory holidays falling within their period of employment.
- (c) A part time employee shall have their statutory holidays prorated on the basis of hours of work relative to a full-time employee.
- (d) Casual and temporary employees shall be eligible for statutory holidays as per the Employment Standards Act.

20.02 **Stats on Vacation Time or Day Off**

When any of the above-mentioned holidays fall on an employee's scheduled day off, or are observed during an employee's vacation period, the employee shall receive another day off with pay, at a mutually agreeable time.

20.03 **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 between the Parties, shall be observed in lieu of the holiday. Should the Provincial Government choose another date, then that date shall be observed.

20.04

Floating Holiday

Twelve (12) month regular employees are entitled to two (2) floating holidays with pay per year. Ten (10) month employees are entitled to one (1) floating holiday with pay per school year. The following conditions apply:

- (a) Days are not cumulative from year to year.
- (b) Days are to be taken at a time mutually agreeable to the employee and their Supervisor and may not be used to extend holidays.
- (c) A request for a floating holiday must be received at least one (1) full day prior to the day of leave.
- (d) Employees in their first year of service shall be eligible for their first floating holiday after six (6) months of services and their second after the next three (3) months of service.

ARTICLE 21 VACATIONS

21.01 Length of Vacations

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

Less than one (1) year	six percent (6%) of gross pay
1 years and less 5 years	15 working days or 6% of gross pay
5 years and less 10 years	20 working days or 8% of gross pay
10 years and less 15 years	25 working days or 10% of gross pay
15 years and over	30 working days or 12% of gross pay

A year of service is defined as each twelve (12) month period commencing from the date an employee began as a regular employee.

- (a) Ten (10) month, casual and temporary employees shall receive vacation pay only as provided above.
- (b) Twelve (12) month employees shall only be eligible for vacation days as provided above.

21.02 Casual and Temporary Employees

Casual and temporary employees shall only be eligible for vacation pay of four percent (4%) of gross earnings. These earnings shall be calculated and paid to the employee each pay period.

21.03 Leaving Board Service

An employee leaving the service of the Board shall receive payment of wages in lieu of vacation owed to them at the time of leaving. A deceased employee's estate shall be credited with the value of vacation credits owing them.

21.04 Vacation Period

- (a) Vacations shall be taken at a mutually agreeable 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. Except as otherwise provided in this Collective Agreement, an employee is entitled to schedule their vacation in one continuous period.
- (b) Regular ten (10) month employees shall be laid off on the last day and rehired on the first day of the local school calendar.
- (c) Regular ten (10) month employees shall take their annual vacation during the Winter and Spring Breaks in accordance with the individual School Board approved school calendar.

Any additional vacation entitlement shall be paid in three (3) instalments prior to Spring Break and Winter Break, and the first pay period in June in accordance with Article 21.01.

- (d) Custodians and Secretarial employees shall take their annual vacation during the summer break.
- (e) Regular twelve (12) month employees who have accumulated twenty-five (25) working days' vacation or more, may take annual vacations at Winter and Spring Break, subject to operational requirements of the district.

21.05 Extended Vacation

- (a) In the year following an employee's fifth (5th) anniversary and every five (5) years thereafter, an employee shall be entitled to an additional two (2) weeks' vacation with pay at two percent (2%) of gross annual earnings per week.

This extended vacation may not be carried over to a future year. Employees have the option of taking the paid vacation time off or be paid out in cash for these additional two (2) weeks.

- (b) Ten (10) month employees shall take their extended vacation during Winter and Spring break.
- (c) Twelve (12) month employees are allowed to use their extended vacation during Winter or Spring break subject to operational requirements of the district.

ARTICLE 22 SICK LEAVE

22.01 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 of self or immediate family, or an 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 the hours of work of a regular full-time employee.

22.02 Accumulation of Sick Leave

- (a) 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 their future benefits.

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of statutory holidays) absent for sick leave. An employee is entitled to use up to one hundred twenty (120) days of their unused sick leave in any one (1) school year.

- (b) Sick entitlement shall be credited semi-monthly at a rate of .6923 paid sick leave days. This article is subject to Article 22.01 - Sick Leave Defined.

22.03 Sick leave During Leave of Absence or Layoff

When an employee is given leave of absence for any reason, they shall not accumulate sick leave credits for the period of such absence but shall retain their cumulative credit.

When an employee is laid off, they shall not accumulate sick leave credits for the period of such layoff but shall retain their cumulative credit for a maximum of twelve (12) months following the date of layoff.

22.04 Extension of Sick Leave

An employee who has exhausted their sick leave credits or does not qualify for sick leave with pay may be allowed leave of absence without pay up to a maximum period of one (1) year.

22.05 Proof of Illness

Employees are required to provide to the Board, appropriate documentation of medical appointments. Absences in excess of three (3) days must be certified by a duly qualified medical practitioner for any illness. The Board shall pay the fees of the medical practitioner required for providing proof of illness if such fees are not covered by another source.

22.06 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 their credit.

ARTICLE 23 LEAVE OF ABSENCE

23.01 Union Business

- (a) The Board agrees to grant time off without pay and benefits to officers of the Union in the employ of the Board for Union business purposes. The Supervisor and the employee shall mutually agree on when the time off is to be taken. No more than one (1) member of the Bargaining Unit can be released from a building or work facility at one time.
- (b) During leave of absence for Union business, the Board agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Board for the employee's regular wages and benefits as per the Collective Agreement while on such leave.

23.02 Leave of Absence for Union Functions

- (a) Upon request to the Board, one (1) employee elected or appointed to represent the Union at conventions may be allowed leave of absence.
- (b) Upon request to the Board, an employee 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. No more than one (1) member of the Bargaining Unit may be absent from the same community in the District at any one time.
- (c) Requests for such leaves must be submitted in writing to the employee's immediate Supervisor at least two (2) weeks prior to the commencement of the leave.
- (d) During leave of absence for Union functions, the Board agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Board for the employee's regular wages and benefits as per the Collective Agreement while on such leave.

23.03

Leave for Full-Time Union Officials

- (a) 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. This leave may be renewed for up to a maximum of two (2) years.
- (b) Upon return to work from a leave up to one (1) year, if the employee has the necessary seniority they shall be returned to their former position.
- (c) Upon return to work from a leave in excess of one (1) year, the Board may place the employee in any position for which the employee is qualified and has the necessary seniority, provided that a full-time employee shall have the right to return to a full-time position.

23.04

Bereavement Leave

An employee shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death or serious illness in their immediate family of a parent, spouse, common-law spouse, brother, sister, brother-in-law, sister-in-law, child, grandparent, grandchild, mother-in-law, father-in-law, son-in-law or daughter-to-law. Reasonable leave of absence may be granted without pay for travel and estate affairs. An employee shall be granted a leave of absence without pay when they have been requested to be a pallbearer at a non-relative's funeral.

23.05

Maternity Leave/Adoption Leave

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

- (a) An employee shall be granted unpaid leave to a maximum of eighteen (18) weeks 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 their former job, or another which is consistent with their 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) If during the maternity leave or prior to taking the leave, an employee requests in writing that a longer period of leave is required than allowed above, and the Board approves, then upon conclusion of the maternity leave, the employee shall be considered on leave of absence for up to a maximum of six (6) additional months.

The Board shall continue to provide coverage for all employee benefit plans, provided the employee pays the premiums. Seniority does not accumulate during this period.

The Board shall endeavour to place the employee in a job consistent with their qualifications and seniority which does not result in the layoff or demotion of a regular 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.

- (c) 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 23.05 (a) shall apply.
- (d) Where an employee qualifies for benefits under the Employment Insurance Act (parental benefits), the provisions of this Article shall, upon request, be granted to them.
- (e) Upon receipt of a written request, the Board shall grant an employee an unpaid leave, as per 23.05 (a) for the purpose of adoption of a child. An employee shall not be eligible for a leave under Article 23.05 (a) and an adoption leave in Article 23.10 (c) for the same child.

23.06 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 their own behalf. The Board shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received.

23.07 General Leave

The Board may, upon written request, grant leave of absence with or without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause.

23.08 Leave for Public Duties

The Board recognizes the right of an employee to participate in public affairs.

Upon request to the Secretary-Treasurer, an employee shall be granted leave of absence without pay and benefits to:

- (a) stand as a candidate in federal, provincial or municipal election. An employee who is elected to public office shall, upon request, be granted leave of absence without pay and benefits and without seniority accumulation during the term of office.
- (b) act in a community services function or as a community representative (e.g. Winter Games, etc.) for up to two (2) days per year.

23.09 Medical Care Leave

In recognition of the absence of adequate medical facilities, employees shall be allowed paid leave of absence in order to engage in medical care when the employee, or their dependents, is referred by medical personnel to a medical practitioner or medical facility in another municipality. Paid leave of absence shall be allowed under this Article when a doctor refers an employee to a dentist for other than routine medical reasons. Employees shall be required to show proof of medical referral. Such leave shall be deducted from the employee's accrued unused sick leave.

23.10 Special Leave

- (a) Employee's marriage - three (3) days paid leave;
- (b) Birth of an employee's child when spouse has a child - three (3) days paid leave;
- (c) Adoption of child - five (5) days paid leave.
- (d) Band Council elections - four (4) hours clear of work for eligible workers.

23.11 Volunteer Fire fighters

An employee who is a member of a Volunteer Fire Department shall advise the Board.

Those employees who are called out for a fire emergency during working hours shall notify their immediate Supervisor and shall suffer no loss of wages or benefits under the Collective Agreement. Custodial and Maintenance employees when working with no immediate Supervisor present shall be exempt from notification until after the emergency has been dealt with.

23.12 Ambulance Attendants

An employee who is an Ambulance Attendant shall advise the Board. Those employees who are called out for emergency reasons shall notify their immediate Supervisor and shall be granted leave of absence without pay.

23.13 Compassionate Care Leave

An employee shall have the right, upon request, to a leave of absence for Compassionate Care Leave, as defined by the Employment Insurance Act, on the following basis:

- (a) An employee shall be granted unpaid leave to a maximum of eight (8) weeks at the employee's option. The request shall be accompanied by a medical certificate.
- (b) Upon return to work, the employee shall be placed in their former job.

ARTICLE 24 PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

- (a) The Board shall pay wages on a bi-weekly basis, in accordance with the wage rates specified in Schedule "A" attached hereto and forming part of this Collective Agreement. An employee shall receive a statement showing hours of work, rates of pay and each deduction, with each bi-weekly payment.
- (b) The Board shall deposit all salary payments to the employee's account in the bank of their choice not later than the fifth (5th) working day after the pay period.

24.02 Assignments and Substitutes

A member of the Bargaining Unit who, for a period in excess of one (1) working day, is assigned to or substitutes on any other job within the Bargaining Unit, or who performs the duties of a higher classification within the Bargaining Unit, shall receive from the beginning of the assignment, the rate as if promoted to the job or the employee's rate, whichever is greater.

24.03 Statement

In October of each year the Board shall furnish to each employee a statement of the following:

- (a) Employee benefits;
- (b) Seniority;
- (c) Sick leave credit;
- (d) Rate of pay;
- (e) Floating Holidays (# of days for the year).

24.04 Temporary assignment to Excluded Position

- (a) An employee who, in addition to their regular duties is temporarily assigned the responsibilities of an excluded position, during the absence of the excluded employee from the District, shall receive in addition to their regular rate of pay an increase of eight percent (8%) for all such hours worked.
- (b) An employee who is temporarily assigned the responsibilities of an excluded position may be requested by the Board to take an oath of confidentiality regarding work performed in their duties in the excluded position.

24.05 Tool Allowance

A twelve-month maintenance employee who is required to provide their own hand tools shall receive a two hundred dollar (\$200.00) per annum tool allowance. This allowance is payable within fifteen (15) working days following the anniversary date of the employee.

24.06 Travel Allowance

All employees shall be eligible for a travel allowance of \$1,450.00 per annum. The travel allowance shall be paid 50% on December 15th and 50% on June 15th effective July 1, 2005.

Part-time employees shall be paid travel allowance on a pro rata scale according to the full time equivalent.

24.07 First Aid

The Board shall pay an allowance of two hundred dollars (\$200.00) per annum to an employee designated First Aid attendant who possesses the necessary training as required by the WorkSafe BC.

24.08 Vehicle Allowance

A payment per kilometre, as set in Board Policy, shall be paid to any employee who uses their personal vehicle for Board approved business.

ARTICLE 25 **JOB CLASSIFICATION AND RECLASSIFICATION**

25.01 **Classification Changes and New Positions**

When the duties in any Bargaining Unit classification are substantially changed, or when a new position is created within the Bargaining Unit, the rate of pay shall be subject to negotiation between the Parties. If the Parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 26 **EMPLOYEE BENEFITS**

26.01 **Health Plans**

The Board shall pay one hundred percent (100%) of the premiums of the following plans as a condition of employment for those regular full-time employees who work fifteen (15) hours or more per week, have completed their probationary period and do not have other similar coverage:

- 1) BC Government Medical Services Plan;
- 2) An Extended Health Benefit Plan to a lifetime maximum of \$1,000,000. To include:
 - a) Hearing aids of \$500/5years (adult and children).
 - b) Vision Care (eyeglasses) of \$100/24 months
 - c) Medical travel of \$0.28/km reimbursement for travel by car.
 - d) Accommodation of \$95/day reimbursement to a maximum of 14 days for patient
- 3) A Dental Plan which provides 100% A; 50% B; 50% C; (maximum \$1,250.00 benefit).
- 4) Orthodontic services of 50% coinsurance to a \$5,000/lifetime maximum.

Part-time employees who wish medical plan, dental plan and extended health benefits shall make application to the District Administration Office. The cost sharing of these benefits for part-time employees shall be prorated as per the F.T.E. of the employee.

26.02 **Pension**

- (a) All regular employees covered by the Agreement shall participate in and be covered by the provisions of the Municipal Pension Plan.
- (b) An employee reaching the maximum retirement age may, at the discretion of the Board, continue in the Board's employment on a year to year basis following their sixty-fifth (65th) birthday.

26.03 Group Life Insurance

The Board shall pay one hundred percent (100%) of the cost of the premiums for enrolment in a group life insurance plan for all regular employees who work fifteen (15) hours or more per week, who have completed their probationary period. Employees who select the accidental death and dismemberment coverage shall be responsible for the total cost of this additional coverage.

26.04 Long Term Disability Plan

- (a) The Board agrees to administer the government funded LTD Plan provided through the Public Education Benefits Trust.
- (b) If the Union implements a long-term disability plan, the Board agrees to administer the Plan for eligible employees. The Plan and carrier shall be determined by the Union.
- (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.

26.05 Continuation of Benefits

- (a) An employee receiving the benefits of Article 26.01 and 26.03 shall continue to do so, at the employee's expense for the premium during the summer months, providing the regular assignment of the employee is on the basis of ten (10) months a year and providing the employee returns to the job in September.
- (b) The Board shall continue the benefits of Article 26.01 and 26.03 when an employee is absent due to sickness or accident. Payment of the premiums by the Board shall be limited to the number of sick days available up to a maximum of one hundred and twenty (120) days, or in the case of a WorkSafe BC claim, up to a maximum of six (6) months.
- (c) In other cases, an employee may continue coverage for any of the benefits so long as they are on approved leave of absence or retains recall rights, provided they pay the entire premium to the Board each month and provided the carrier of the Plan permits such coverage.

26.06 WorkSafe BC's Compensation Benefit Continuation

An employee prevented from performing their regular work with the Board on account of an occupational accident that is recognized by WorkSafe BC as compensable within the meaning of the Act shall have their benefits continued as if they were at work up to a maximum of six (6) months.

26.07

WorkSafe BC's Compensation Salary Continuation

Employees with accumulated sick leave to their credit shall turn over, or caused to be turned over, to the Board monies paid by WorkSafe BC other than lump sum settlements or disability pensions.

The Board shall pay the employee(s) so affected their normal and regular pay. The difference between the employee's pay and the WorkSafe BC cheque shall be deducted from the employee's accumulated sick leave credits. For the purpose of this Agreement the above-noted difference shall be established as one tenth (0.10) of a day for each working day that the employee is covered by WorkSafe BC.

ARTICLE 27 SAFETY AND HEALTH

27.01 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 their 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.

27.02 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.

27.03 Asbestoses Testing

While in the employ of the Board, any employee whose regular assigned work was in Cassiar shall have the right to be tested annually for lung capacity and/or asbestoses at no cost to the employee.

ARTICLE 28 TECHNOLOGICAL CHANGE

28.01 Definition

Technological Change means:

- (a) The introduction by the Board of a change in its work, undertaking or service of equipment or material of a different nature or kind, than previously used by the Board in that work, undertaking or service; or
- (b) A change in the manner, method or procedure in which the Board carries on its work, undertaking or service that is related to the introduction of that equipment or material.
- (c) Technological change does not include normal layoffs resulting from a decrease in the amount of work to be done.

28.02

Introduction of Technological Change

Where the Board introduces or intends to introduce a technological change, the following conditions shall apply:

- (a) A Regular Employee who is affected by technological change and requires new or greater skills shall receive priority for new training to maintain their job security with the Board. Such training shall be at the expense of the Board and there shall be no reduction in pay.
- (b) A Regular Employee who is demoted or whose job classification is devalued as a consequence of technological change, shall not suffer any reduction in pay. Such an employee shall be "red circled" and shall not receive a wage increase until the wage rate for the job exceeds the "red circled" rate.
- (c) A Regular Employee who is laid off from their job by virtue of technological change shall be given the opportunity to fill any vacancies in accordance with the Job Postings procedures of this Agreement.

28.03

Severance Pay

An employee who is laid off by the Board because of technological change shall be entitled to severance pay as per Article 17.07.

ARTICLE 29

GENERAL CONDITIONS

29.01

Educational Courses

The Board shall pay for courses successfully completed by employees who were given prior approval, and which relate directly to their role and responsibilities within the District. The procedure to be followed is:

- (a) A Non-Teaching Staff Improvement Application shall be filled out and submitted to the Secretary-Treasurer for approval prior to registering for the course.
- (b) If the Secretary-Treasurer approves the course, and it is successfully completed, the following expenses shall be paid:
 - (i) return travel, to the maximum of the return economy airfare, accommodation and per diem if the course is held elsewhere other than in the place of residence.
- (c) If the employee successfully completes the course, they shall be reimbursed the total cost of the registration or course fees.

The decision as to the validity of the course requested shall be made by the Secretary Treasurer, in consultation with the employee's immediate Supervisor, the District Education staff and the CUPE Local 3234 executive. Only one (1) employee is eligible to be away from their regular employment at each school at one time, in order to attend an educational course unless it would be beneficial to the Board for more than one (1) person from a school to attend at the same time.

29.02 Contracting Out

The Employer shall not contract out, or replace with excluded staff, Bargaining Unit work unless agreed to by both Parties. The Union shall apply this article in a fair, just and reasonable manner.

29.03 Amalgamation or Merger

In the event that School District No.87 (Stikine) is merged, amalgamated or regionalized, the Board will do all things possible to protect and preserve the rights of each employee under this Agreement.

29.04 Sexual Harassment

The Board agrees that an employee has the right to work without sexual harassment. A claim of sexual harassment by an employee shall be considered as a grievance.

29.05 Personal Harassment

The Parties recognize the right of employees to be treated fairly in the workplace free of personal harassment. A claim of repeated personal harassment by an employee shall be considered a grievance.

29.06 Bulletin Boards

The Board shall provide bulletin board space in all schools and the maintenance shop so that the Union may post information of interest to its members.

29.07 Copies of Agreement

The Parties agree to share in the costs of printing the Agreement.

ARTICLE 30 GENERAL

30.01 Plural and Gender Neutral Terms May Apply

Gender neutral terms shall be used in this Agreement and shall be considered as if the plural has been used where the context of the party or parties so require.

30.02 Paul Ramsey Letter

The Parties agree that the letter dated June 6, 2000 from Paul Ramsey, Minister of Finance and Corporate Relations to Irene Holden and Vince Ready, Industrial Inquiry Commissioners, shall be attached to and form part of this Collective Agreement. (Appendix B).

30.03 Replacement During Absences

The Employer shall continue its current practice of replacing absent employees on an as-needed basis.

30.04 Provincial Skills Enhancement Fund

When the Provincial Skills Enhancement Fund is established, the Parties will jointly develop a plan to access these funds. Such plan will take into consideration all members of CUPE Local 3234 when being developed.

ARTICLE 31 TERM OF AGREEMENT

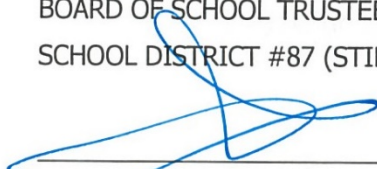
31.01 Duration

This Agreement shall be binding and remain in effect from July 01, 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 Labour Relations Code of British Columbia.

If negotiations extend beyond the anniversary date of the Agreement, the Board agrees to adhere to the provisions of this Agreement until a new Agreement is reached.


SIGNED THIS 7th DAY OF March 2020.

BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT #87 (STIKINE)



Mike Gordon, Superintendent

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3234



Ryan Rasmussen, President, Local 3234



Yvonne Tashoots, Board Chair

Appendix "A" – Wage Rates

		May 1, 2019	July 1, 2019	July 1, 2020	July 1, 2021
		1.75%	2.00%	2.00%	2.00%
Accounting Clerk	Probation	28.77	29.35	29.93	30.53
	Regular	30.91	31.53	32.16	32.80
Indigenous Language and Cultural	Probation	28.46	29.03	29.61	30.20
	Regular	28.90	29.48	30.07	30.67
Computer Technician I (with relative experience)	Probation	28.49	29.06	29.64	30.23
	Regular	30.98	31.60	32.23	32.88
Computer Technician II (with relative experience)	Probation	30.55	31.16	31.78	32.42
	Regular	33.23	33.89	34.57	35.26
Custodian	Probation	23.92	24.40	24.89	25.38
	Regular	25.91	26.43	26.96	27.50
DRC Clerk	Probation	23.31	23.78	24.25	24.74
	Regular	25.33	25.84	26.35	26.88
Head Start Supervisor	Probation	25.48	25.99	26.51	27.04
	Regular	26.76	27.30	27.84	28.40
Labourer	Probation	18.99	19.37	19.76	20.15
	Regular	20.63	21.04	21.46	21.89
Library Assistant	Probation	21.12	21.54	21.97	22.41
	Regular	22.95	23.41	23.88	24.35
Maintenance I	Probation	28.49	29.06	29.64	30.23
	Regular	30.98	31.60	32.23	32.88
Maintenance II	Probation	30.55	31.16	31.78	32.42
	Regular	33.23	33.89	34.57	35.26
Maintenance III ***	Probation	32.88	33.54	34.21	34.89
	Regular	35.52	36.23	36.96	37.69
Maintenance Lead Hand ***	Probation	35.52	36.23	36.96	37.69
	Regular	37.82	38.58	39.35	40.13
Secretary	Probation	26.01	26.53	27.06	27.60
	Regular	28.16	28.72	29.30	29.88
Special Ed Assistant	Probation	23.72	24.19	24.68	25.17
	Regular	25.70	26.21	26.74	27.27
Student Assistant	Probation	20.70	21.11	21.54	21.97
	Regular	22.49	22.94	23.40	23.87
Youth Care Worker	Probation	31.41	32.04	32.68	33.33
	Regular	32.47	33.12	33.78	34.46
Trades Qualifications Allowance		May 1, 2019	July 1, 2019	July 1, 2020	July 1, 2021
*** if an employee has a TQ	Regular	2.41	2.46	2.51	2.56

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

APPENDIX "B"

PAUL RAMSEY LETTER

June 6, 2000

Ref. No. 116240

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

and

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

Dear Irene Holden and Vince Ready:

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

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

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

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

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

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

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

Sincerely,

Paul Ramsey
Minister of Finance and
Corporate Relations

Copied as per letter signed by Paul Ramsey

APPENDIX "C"

PROVINCIAL FRAMEWORK AGREEMENT 2019

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 30TH 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 12th day of July, 2018.

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

K-12 Presidents' Council and Support Staff Unions

BC Public School Employers' Association & Boards of Education

[Handwritten signatures]

[Handwritten signatures]

Mirabella
R. Lavallée
Muel
Anson
177
Pat Price
J. Lindgren
Manuel M. L. L.
Frank

W. ...
H. ...
Robert Werk
W. ...
The Murray
Marcy Campbell
C.S.
B. Boyd
Thomas

CUPE
WSA

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

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

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

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

E & O E

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

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

Re: Public Sector General Wage Increases

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

E & O E

This information is provided for reference only and is current as of the date of drafting. Please visit www.worksafebc.com for current information.



Refusing unsafe work

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

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

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

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

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

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

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

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

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

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

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=s&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23q%3Dunsafe%2520work%26sort%3Drelevancy%20f%3Alanguage-facet%3D%5BEnglish%5D>

Note: WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit www.worksafebc.com for current information.



Worker Rights and Responsibilities:

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

Your rights

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

Your responsibilities

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

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

Employer Responsibilities:

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

Your responsibilities

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

Supervisor Responsibilities:

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

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

Your responsibilities

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

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

LETTER OF UNDERSTANDING #1

Between

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)

and

CUPE LOCAL 3234


RE: Denetia Secretary Hours

The Parties agree that:

1. the Denetia Secretary hours can be less than four (4) hours per day as is presently required by Article 18.10 Four (4) Hour Daily Minimum on a without prejudice basis.
2. for the balance of the 2009/2010 school year and the 2010/2011 school year the Secretary will work fifteen (15) hours per week made up of three (3) hours per day five (5) days per week.
3. this LOU will be reviewed on a yearly basis and will be rescinded if the hours allotted to Denetia increase and can accommodate making the Secretary position four (4) hours per day.

SIGNED THIS 7th DAY OF March 2020.

For the Employer
SCHOOL DISTRICT #87 (STIKINE)

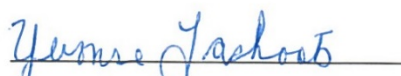


Mike Gordon, Superintendent

For the Union:
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3234



Ryan Rasmussen, President, Local 3234



Yvonne Tashoots, Board Chair

LETTER OF UNDERSTANDING #2

Between
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)
and
CUPE LOCAL 3234

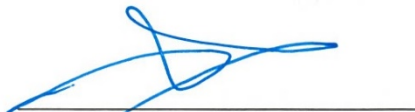
Re: Agreed Understanding of the Term Education Assistant

For the purposes of this Collective Agreement, where applicable, the term Education Assistant (EA) has the same meaning as Special Education Assistant as found in the 2010-2012 Collective Agreement and is not intended to alter or amend any terms or conditions of employment.

The Parties will meet to review existing position titles and develop a schedule of position(s) that require the incorporation of the position title Education Assistant (EA).

SIGNED THIS 7th DAY OF March 2020.

For the Employer:
SCHOOL DISTRICT #87 (STIKINE)



Mike Gordon, Superintendent

For the Union:
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3234



Ryan Rasmussen, President, Local 3234



Yvonne Tashoots, Board Chair

LETTER OF UNDERSTANDING #3

Between
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)
and
CUPE LOCAL 3234

Re: Leave of Absence

The Parties agree that:

- a) When a member applies for a leave of absence from the district for a school year under Article 23.07 General Leave they must submit their request to the Secretary Treasurer not later than April 30th of the school year prior to the commencement of the leave.
- b) It shall be the responsibility of the member to advise the Secretary Treasurer in writing of their intention to return to the position previously held no later than April 30th in the year their leave expires.
- c) A member who fails to notify the Secretary Treasurer in writing of their intention to return to the position previously held, by the specified date in (b) above, shall be deemed to have resigned from School District #87 (Stikine).


SIGNED THIS 7th DAY OF March 2020.

For the Employer:
SCHOOL DISTRICT #87 (STIKINE)

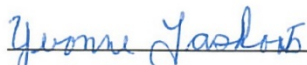


Mike Gordon, Superintendent

For the Union:
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3234



Ryan Rasmussen, President, Local 3234



Yvonne Tashoots, Board Chair

LETTER OF UNDERSTANDING #4

Between
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)
and
CUPE LOCAL 3234

Re: Service Improvement Allocation Fund

WHEREAS:

The Ministry has established and maintains additional funding for the purpose of improving the delivery of service. Funding to address this matter as it relates to employees covered by this Collective Agreement in the amount of \$15,000.00 or any annual amount established by government in the Service Agreement Fund effective July 1, 2020.

THEREFORE:

The Parties hereby agree the allocation of the Service Agreement Fund will be as follows:

1. An Education Fund whose purpose is to assist in the upgrading job-related skills and education of the employee.
2. A Professional Development Fund with the purpose to encourage employees to participate in school, district or out of district professional development sessions (self-directed professional development is excluded). Employees attending professional development days will be paid for the full hours of the programming at their regular rate of pay and all cost associated with travel for out of town opportunities.

SIGNED THIS 7th DAY OF March 2020.

For the Employer:

SCHOOL DISTRICT #87 (STIKINE)



Mike Gordon, Superintendent



Yvonne Tashoots, Board Chair

For the Union:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3234



Ryan Rasmussen, President, Local 3234