



**AGREEMENT BETWEEN
SCHOOL DISTRICT #49
(CENTRAL COAST)**

And

**THE CENTRAL COAST
NON-TEACHING STAFF
ASSOCIATION**

2019 JULY 01 TO 2022 JUNE 30

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1. DEFINITION

That for the purpose of this Agreement and unless the context otherwise requires:

- 1.1 "Probationary Employee" shall be defined as a person who is serving a probationary period of ninety (90) working days with the Board.
- 1.2 "Permanent employee" shall be defined as a person who has satisfactorily completed the probationary period. Permanent employees shall be entitled to all fringe benefits.
- 1.3 "Permanent Part-time employee" shall be defined as a person serving in a position of regular part-time employment. After sixty (60) calendar days these employees shall be entitled to all benefits, on a pro rata basis.
- 1.4 "Temporary employees" are employees hired to fill a position of an absent permanent employee when the absence is reasonably expected to be greater than forty-five (45) calendar days or an assignment which is anticipated to be of specific or limited duration in accordance with Article 9.0 (Appointments, promotions, transfers, dismissals). Temporary assignments, other than for absent permanent employees, shall not exceed nine (9) months.
- 1.5 "Casual Employee" shall be defined as a person who works from time to time on an on-call basis, to perform specific short-term or occasional assignments in accordance with Article 9.0. Assignments shall not exceed forty-five (45) calendar days. Casual employees shall not be entitled to pension or benefits.

2. GENERAL

- 2.1 The Board of School District #49, hereinafter referred to as the Board, recognizes the Central Coast Non-Teaching Staff Association, hereinafter called the Association, as the sole negotiating unit for all non-teaching staff personnel.
- 2.2 The Association recognizes the right of the Board to manage the operation of the School District in accordance with its commitments and responsibilities, and to make and alter, from time to time, rules and regulations to be observed by employees. Such rules and regulations shall not be contrary to the provisions of the Agreement.
- 2.3 Every employee, who is now or hereinafter becomes a member of this Association, shall maintain membership in the Association as a condition of employment and every new employee shall within thirty (30) days of employment become a member of the Association. Employees who are hired as Supervision Assistants only will be classified as associate members and will not accrue seniority, but shall have all other rights and responsibilities of full members.

2.4 The Board is authorized, upon notification by the Association, to deduct from the wages of each member dues as from time to time established by the Association. The total sums deducted shall be remitted to the Association on the tenth day of the month following.

2.5 (1) The Board shall maintain seniority lists and secondary seniority lists for the School District showing the date upon which each employee's service commenced, and that employee's seniority or secondary seniority based on actual hours worked in the continuous employ of the Board. No position will be considered to be less than 3.5 hour per day for calculation of actual hours worked. An up-to-date list shall be sent to the Secretary of the Association and be posted in all departments in September of each year.

(2) Seniority Defined - Permanent Employees

Seniority is defined as the length of service in the bargaining unit as a Permanent employee. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. After completion of the probationary period, seniority shall be effective from the commencement of the probationary employment. Seniority shall operate on a bargaining unit-wide basis.

(3) Secondary Seniority Defined - Temporary Employees

a) Temporary employees shall accumulate secondary seniority in accordance with Article 2.5(1). After completion of the probationary period, secondary seniority shall be effective from the commencement of the probationary employment. Secondary seniority shall operate on a bargaining unit-wide basis.

b) Temporary employees who are subsequently hired to a permanent position in accordance with Article 9.0 (Appointments, promotions, transfers, dismissals) shall be accorded seniority retroactive equal to the total of the secondary seniority and probationary period(s).

2.6 (1) a) Authorized representatives of the Association who are in the employ of the Board shall have the right to attend meetings between the Board and the Association held during working hours without loss of pay when processing grievances or negotiating a revision or renewal of the Agreement. The number of Association representatives who are employees of the Board shall not exceed three (3) for grievances and three (3) for negotiations.

b) An authorized representative of the Association who are in the employ of the Board shall have the right to attend regularly scheduled meetings of the Board held during working hours without loss of pay.

- (2) Any member of the Association who is required to attend a convention or perform any other function in behalf of the Association necessitating a leave of absence, may upon application to the Board, be granted leave of absence, provided such notice is received by the Secretary-Treasurer not less than ten (10) days prior to the commencement of the leave. Such leaves shall not be unreasonably withheld. Such periods of leave shall not exceed a total of six (6) working days, inclusive of three (3) paid days, in any one calendar year.
- 2.7 Support staff shall not bargain individually in respect to any matter covered by this Agreement. Meetings with the Board may be requested by the Association and these meetings will not be unreasonably withheld.

3. GRIEVANCE PROCEDURE

- 3.1 In any differences arising between the parties bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work because of such differences, and an earnest effort shall be made to settle the matter promptly in the following manner:
- i. The grievance shall be stated in writing and delivered to the Department Supervisor of the employee involved by the Association or the Board within twenty (20) working days of the alleged offence.
 - ii. Should the Department Supervisor of the employee concerned be unable to settle the matter within four (4) working days following receipt of the grievance, step three (3) shall be invoked.
 - iii. The grievance, shall be discussed between the Supervisor, the aggrieved employee, and the Grievance Committee of the Association. Should this step not settle the matter within five (5) working days, step four (4) shall be invoked. The aggrieved employee may be required by either Committee to attend.
 - iv. The grievance shall be discussed between a Grievance Committee of the Board and the Grievance Committee of the Association. Failing settlement within fifteen (15) working days, step five (5) shall be invoked. The aggrieved employee may be required by either Committee to attend.
 - v. A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated, and the name and address of its chosen representative on the Arbitration Board. After receiving such notification and statement, the other party shall within five (5) working days appoint its representative on the Arbitration Board, and give notice in writing of such appointment to the other party. Such representatives shall try to select a third member who shall be Chairman. Should the representatives fail to select such a third member within five (5) working days from

appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman.

- vi. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.
- vii. The Board of Arbitration shall report its decision within thirty (30) days after the appointment of the Chairman. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this Agreement.

Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.

4. WAGES AND SALARIES

- 4.1 The Board shall send out employees' mid-month advance cheques so that all employees shall receive such cheques on the fifteenth (15) day of each month or the closest working day prior to the fifteenth (15). The end-of-month payment shall be received by all employees on the last working day of the month. Salaries, wages and classifications of personnel shall be in accordance with the Schedules attached to this Agreement.
- 4.2 If it is found necessary to engage the services of a permanent employee in a category not provided for in this Agreement, the categorization of that position shall be determined by the Board and the Liaison Committee. This shall not limit the Board's ability to develop new categories or to set salaries. This shall not apply to casual employees, who shall be paid at a rate not less than the basic rate paid in the department in which he/she is employed.
- 4.3 An employee temporarily assuming the full duties of a higher position shall receive the hourly rate for that position; or an allowance, in addition to his regular wage, of \$50.00 per week for the duration of such promotion.
- 4.4 Certified Tradesmen (other than casual employees) possessing more than one valid Trade Certification, that additional trade being relevant for use in the Maintenance and/or Transportation Departments, will receive an allowance of fifteen (15) cents per hour for each additional Trade Certificate.
- 4.5 (1) All work sites will have up to two (2) designated first aid attendants, who will be paid a bonus for holding a valid first aid certificate. The selection of such employees shall be determined on the basis of applications submitted as of September 30 of that school year and preference will be given to:
 - 1. level of certificate – higher ranks first
 - 2. length of time certificate held

3. day shift/evening shift coverage

Part-time staff is entitled to proportionate bonuses.

(2) Bonuses payable per annum:

Level 1 - current to teachers per year

Level 2 - current to teachers per year

Level 3 - current to teachers per year

If a school has no trained personnel and a first aid certificate is being obtained in that school in that year, then proof of eligibility shall be given to the Board prior to the end of any given month for inclusion in the next month's payroll.

(1) Upon application the Board will reimburse a member of the Association for the course fees charged for taking or renewing a first aid certificate subject to proof of payment and proof of successful completion of the course being submitted within ten (10) days of acquiring the documentation.

4.6 For every three years of service to the District, employees shall receive a long service bonus equal to twenty (20) cents per hour accumulating to a maximum of one (1) dollar per hour.

5. HOLIDAYS

5.1 (1) Twelve month employees shall be entitled to a holiday with pay at their regular rate for each of the Statutory Holidays hereinafter set forth: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Christmas Day, Boxing Day, Labour Day, Thanksgiving Day, Remembrance Day, or the days proclaimed under the laws in their stead, or other days proclaimed by law.

(2) Ten month employees shall be entitled to the same holidays as above except Canada Day and British Columbia Day.

5.2 An employee who has been in the service of the Board for less than one (1) year shall be entitled to a vacation equal to four percent (4%) of the number of days worked. Pay for such vacation shall be four percent (4%) of the total remuneration earned by him/her in the period.

5.3 Twelve Month Employees:

(1) An employee who has been in the continuous service of the Board for one (1) year or more, but less than three (3) years shall be entitled to a vacation with pay of two (2) weeks.

(2) An employee who has been in the continuous service of the Board for three (3) years or more, but less than seven (7) years prior to the anniversary of his/her employment, shall be entitled to a vacation with pay of three (3) weeks.

- (3) An employee who has been in the continuous service of the Board for seven (7) years or more, but less than fifteen (15) years prior to the anniversary of his/her employment, shall be entitled to a vacation with pay of four (4) weeks.
- (4) An employee who has been in the continuous service of the Board for fifteen (15) years or more prior the anniversary of his/her employment shall be entitled to a vacation with pay for four (4) weeks plus one (1) day per year of service in excess of fifteen years.

5.4 Ten Month Employees:

- (1) A ten month employee who has been in the continuous service of the Board for one (1) year or more, but less than three (3) years prior to the anniversary of his/her employment, shall be entitled to four percent (4%) holiday pay.
- (2) A ten month employee who has been in the continuous service of the Board for three (3) years or more, but less than seven (7) years prior to the anniversary of his/her employment shall be entitled to six percent (6%) holiday pay.
- (3) A ten month employee who has been in the continuous service of the Board for seven (7) years or more, but less than fifteen (15) years prior to the anniversary of his/her employment, shall be entitled to eight percent (8%) holiday pay.
- (4) A ten month employee who has been in the continuous service of the Board for fifteen (15) years or more, but less than twenty-five (25) years prior to the anniversary of his/her employment, shall be entitled to ten percent (10%) holiday pay.
- (5) A ten month employee who has been in the continuous service of the Board for twenty-five (25) years or more shall be entitled to twelve percent (12%) holiday pay.

5.5 Ten month employees shall receive the percentage of vacation pay entitlement on a monthly basis, reduced by 2% for paid holidays at Christmas and spring breaks. In the event an employee is required to work during these breaks, an amount equal to 1% of earnings shall be reimbursed for each period worked. This amount will be added to the pay in the month following the break.

5.6 Employees' vacations shall, where practical, be granted at the time requested, but in all cases the commencement date must be at the convenience of the Board. Preference in choice of individual employee's vacation dates shall be determined by seniority of service.

5.7 An employee with more than fifteen (15) years of service may be required to

take holidays in two separate periods.

- 5.8 An employee may upon written request to the Board carry over a maximum of five (5) days leave to the following year.
- 5.9 A ten month employee shall commence work on September 1st each year and shall finish work on June 30th each year.

6. HOURS OF WORK

- 6.1 The regular hours of work for each classification are shown in the appropriate schedule to this Agreement. Each employee working a minimum of 6 hours is entitled to two (2) paid 15-minute rest breaks to be scheduled one before and one after the unpaid meal break. The exact work schedule for each position shall be determined by the supervisor in consultation with the employee.
- 6.2 All time in excess of the hours designated must be authorized by the supervisor and shall be compensated as overtime in accordance with the following provisions:
 - (1) All hours worked up to three (3) hours in excess of regular hours shall be paid for at time and one-half (1 1/2) the regular hourly rate. All hours worked in excess of three (3) hours of the regular hours shall be paid for at double time and one-half (2 1/2) the regular hourly rate inclusive of statutory holiday pay, or in lieu thereof, by taking another day off with pay within thirty calendar days of the holiday.
 - (2) At the option of the employee compensatory time off at straight time rate may be granted in lieu of overtime pay.
 - (3) A permanent employee working on a part-time basis and required by a supervisor to work an extension of the regular shift shall be paid at the applicable rate for the actual hours worked to the full-time designated hours for that position. Hours exceeding the full-time maximum shall be compensated as overtime.
 - (4) Any employee accepting work on a call-out basis outside the employee's normal working hours shall be paid a minimum of two (2) hours pay at the applicable rate as provided in Section 2 above.

7. BENEFITS

7.1 Sick Leave

- (1) All employees (except casuals – see Clause 1.4) to be granted one and one-half (1 1/2) days per month sick leave with pay from commencement day of employment, on a pro-rata basis.
- (2) Pay to be granted for sick leave for five (5) days or less on employee's certificate, countersigned by his supervisor. A certificate from a

qualified medical practitioner may be required for absences in excess of five (5) days.

- (3) An employee will notify his supervisor promptly in all cases of sick leave and will also notify his supervisor when ready to return to work in time for relief to be notified.
- (4) "Sick leave" means a period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine or accident for which compensation is not payable under the Workers' Compensation Act.

7.2 Medical Services Plan

The Board shall pay one hundred percent (100%) of the premium cost for the B.C. Medical Services Plan.

7.3 Dental Care Plan

The Board shall pay one hundred percent (100%) of the cost of the premiums for a dental care plan which shall include:

Plan "A"	100% co-insurance
Plan "B"	80% co-insurance
Plan "C"	80% co-insurance with a lifetime maximum of \$2500.00

Participation in the plan is compulsory. Coverage under this plan will only be offered to one member of a family employed by the School District.

7.4 Extended Health Benefit Plan

The Board shall pay 100% of the cost of the premiums for an extended health benefits plan, including a vision care option, providing coverage of \$200.00 in two (2) calendar years. Participation in the plan and option is compulsory.

7.5 Group Life Insurance

The B.C.S.T.A./B.C.T.F. Group Life Insurance Plan "B" shall be in effect. The Board shall pay 100% of the cost of the premiums. Participation in the plan is compulsory.

7.6 Implementation and Review of Coverage

Where changes in coverage are required by this agreement, such changes will become effective as soon as suitable carriers or plan amendments can be made. A joint committee of representatives of the Board and the C.C.N.T.S.A. will review coverage and carriers for all benefit plans with the objective of obtaining the best coverage possible for the dollar amounts committed by this agreement.

- 7.7 New employees shall be provided with details of the benefit plans provided under this article and all employees will be advised of any changes as they occur.
- 7.8 Tenure of any full-time School Board employee will be protected should a lawful strike or lockout occur at any School Board facility. Non-teaching staff will not be required to cross a lawful picket line, but will not be entitled to receive pay.

8. LEAVES OF ABSENCE AND RELEASE FROM DUTY

8.1 Child birth leave

- (1) The Provisions of the Employment Standards Act shall apply, supplemented by other provisions of this agreement.
- a) Refer to Employment Standards Act regarding notification of Child birth leave.
 - b) Child birth leave shall be without pay.
- (2) Benefits On Child Birth Leave
- a) Medical and other fringe benefits for which the employee is eligible shall be continued by the Board during child birth leave provided the employee pays any required share.
 - b) Child birth leave shall not count as sick leave.
 - c) Child birth leave shall count for the purposes of seniority, and experience recognition on the salary schedule.
 - d) Consideration will be given to a written request to the Secretary-Treasurer from an employee on child birth leave to return sooner than had been agreed.

8.2 Extended Parenthood Leave

- (1) A mother who has been granted child birth leave or who has not been granted child birth leave following the birth or adoption of a child, shall be granted Extended Parenthood Leave without pay, upon request.
- (2) A parent, following the birth or adoption of a child, shall be granted extended parenthood leave without pay upon request, provided the other parent is not also on leave with the school district and has not applied for and been granted such leave.
- (3) Application for extended parenthood leave shall normally be made at least six (6) weeks prior to the commencement of such leave.

- (4) Extended parenthood leave shall be for a period so that the combined child birth leave and extended parenthood leave do not exceed twenty (20) teaching months and shall terminate at the end of a term or semester as appropriate. An employee granted extended parenthood leave shall confirm return to work, in writing to the Board, at least sixty (60) days prior to the end of the leave.
- (5) Extended parenthood leave shall not accrue seniority or experience recognition.
- (6) Medical and other fringe benefits for which the employee is eligible shall be continued by the Board during the extended parenthood leave provided the employee pays the full cost of the benefits in advance.

8.3 Paternity Leave

Upon the birth of a child, at the time of adoption or legal guardianship, the father shall be granted up to two (2) days paternity leave without loss of pay.

8.4 Adoption Leave

Employees shall be entitled to up to five (5) days leave of absence without pay for travel and interview time in connection with the adoption of a child. For the parent, the provisions of child birth leave shall apply upon the arrival of the child.

8.5 Jury Duty and Appearances In Legal Proceedings

The Board shall grant leave without loss of pay to any employee summonsed for jury duty or required to attend legal proceeding by reason of subpoena. An employee on such leave shall deposit with the Board proof of service and pay over to the Board any monies received for jury duty, witness fees, etc., but not monies received for expenses.

8.6 Compassionate Leave

- (1) Up to three (3) days leave of absence without loss of pay shall be granted to an employee where serious illness occurs in the immediate family. Extensions beyond this time shall be at the Board's discretion.

The definition of "immediate family" includes spouse, children, children-in-law, parents, parent-in-law, grandparents, grandchildren, brothers, brothers-in-law, sisters, and sisters-in-law.

"Serious illness" is defined as a life threatening illness; or a medical condition requiring hospitalization under the orders of a medical doctor where the doctor requests the attendance of the employee.

- (2) An employee seeking leave under this provision shall notify the immediate Board official as quickly as possible, and if seeking leave without loss of pay, upon return to work shall provide the Board with a

written explanation of the reasons for the absence.

8.7 Funeral Leave

In the event of the death of anyone who is not in the employee's immediate family (as per Article 8.6.1), or of a friend of the employee, the employee shall be entitled to leave for one (1) day without pay, to attend the funeral.

8.8 Leave for Elective Office

- (1) In the event an employee is nominated as a candidate in a provincial or federal election, the employee shall be granted leave of absence, without pay, for the duration of the election campaign. Should the employee be elected as a Member of Parliament or Member of the Legislative Assembly, the employee shall be granted a long-term leave of absence without pay.
- (2) Employees elected or appointed to the Central Coast Regional Board may apply to the Board of School Trustees for leave without loss of pay. Such leave will be granted provided:
 - a) any honorarium up to 100% of salary is paid over to the School Board;
 - b) the effect of the proposed total days of absence is acceptable to the Board of School Trustees.

8.9 Worker's Compensation Leave

- (1) Compensation Leave means the period of time an employee is permitted to be absent from work because of an accident for which compensation is paid under the Worker's Compensation Act.
- (2) When an employee is entitled to compensation under the Worker's Compensation Act, the employee shall continue to receive full pay, and all monies received by the employee, as compensation for loss of wages under the Act shall be paid to the Board. The amount being paid to the employee by the Board shall be charged against the employee's accumulated sick leave credits on a proportionate basis, as long as the sick leave credits permit. The Board's responsibilities under this provision shall terminate when the employee's accumulated sick leave credits have been used up, or the available sick leave allowance for the year has been used.
- (3) Once the available sick leave allowance for the year has been used, any Compensation Leave shall be without pay, and W.C.B. payments shall be made directly to the employee and not remitted to the Board.
- (4) The term "compensation" means periodic payments during the period

of temporary disablement and does not include a disability pension or other final settlement award arising from such disability.

8.10 Extended Service Leave

- (1) Extended service leave shall be limited to one member of the Association in each school year.
- (2) Employees requesting extended service leave shall be granted one year leave of absence for each five (5) years of service with the District, to a maximum of two (2) consecutive years leave of absence.
- (3) Each one-year leave under this provision will reduce service leave credits by five years. There shall be a minimum period of five years between uses of this leave provision by any one employee.
- (4) Employees on extended service leave shall not receive a salary.
- (5) Employees on extended service leave shall be able to maintain medical, dental and insurance benefits by paying on hundred percent (100%) of the cost of those benefits upon the commencement of the leave.
- (6) Employees must apply in writing by March 31st to the Secretary-Treasurer for extended service leave. Extended service leave shall commence on July 1st.
- (7) Employees on extended service leave must inform the Board by March 31st of their intention not to return.

8.11 Leave For Personal Reasons

- (1) Ten-month employees will be granted three personal days per contract year with pay plus one additional day which must be taken on either a Professional Development Day or other Non-Instructional Day. Personal leave days may not be taken either immediately before or after the summer, spring or winter periods of school closure.
- (2) Twelve month employees will be granted four personal days per year with pay. This also includes the Mechanic/Driver employee who may be required to work on all Pro-D and NID days during the school year.
- (3) Purposes for which personal leave days may be used shall include, but not be limited to:
 - Immediate family illness;
 - Attendance at funerals not covered by compassionate leave provisions;
 - Community service activities, which shall include participation on Boards

- other than the Regional District;
- University convocation;
- Examinations for qualifications in first aid or other certification;
- Marriage of the employee or a member of the employee's immediate family; Attendance at citizenship Court;
- Attendance at retirement seminars;
- Attendance as a competitor or official at competitions at the Provincial or higher level.

8.12 Emergency Leave For Family Illness

In the event of an emergency involving the serious illness of a member of the employee's immediate family residing in his or her household, where no one else is available to care for the ill family member, the employee shall be granted up to three days leave without pay to the extent necessary to provide such care. The Board at its discretion, may require a medical certificate from the employee.

8.13 Leave On Request of Other Agencies

Upon prior request of the user organization and prior agreement of terms of compensation to the District (honoraria up to 100% of salary paid over to the Board), an employee may be granted leave of absence without loss of pay to act as a guest speaker, presenter or participant in an official capacity.

8.14 Other Extended Leaves

The Board, upon the recommendation of the Secretary Treasurer, may grant extended leaves of absence. Terms and conditions shall be established at the time such leave is granted.

8.15 Bereavement Leave

- (1) Five (5) days of paid leave shall be granted in each case of death of a member of the employee's immediate family. Extensions beyond this point shall be at the Board's discretion.

The definition of "immediate family" includes spouse, children, children-in-law, parents, parent-in-law, grandparents, grandchildren, brothers, brothers-in-law, sisters, and sisters-in-law.

- (2) An additional two (2) days leave of absence without loss of pay shall be granted where, because of a death, travel is required outside of the District and the one-way distance by road exceeds three hundred (300) miles or four hundred eighty (480) kilometers.
- (3) When the employee has been granted Bereavement Leave upon the death of a member of the immediate family and has been named sole executor of the estate up to an additional two (2) days leave will be granted without pay.

- (4) An employee seeking leave under this provision shall notify the immediate Board official as quickly as possible, and if seeking leave without loss of pay upon return to work shall provide the Board with a written explanation of the reasons for the absence.

9. APPOINTMENTS, PROMOTIONS, TRANSFERS, DISMISSALS

- 9.1 With the exception of casual employees, it is mutually agreed that all employees are hired on probation. The probationary period of employment shall be for a period of ninety (90) calendar days, and during this time, no seniority rights shall be recognized. Extension of probationary period shall be referred to the supervisor for recommendation to the Board for decision. An employee's probationary period shall be extended by the full period of any day off, strike or other absence from work. Upon completion of the probationary period, the employee shall then be entitled to seniority dating from the day on which he entered the service of the Board.
- 9.2
 - (1) Additional time required in excess of regular hours shall first be offered as overtime to the employees in the appropriate classification at the work location involved. For any temporary work outside of regular working hours, interested regular employees shall be contacted before casual employees are considered. Where two or more employees are capable of filling the position, seniority based on length of continuous service with the Board shall be the determining factor. Where extenuating circumstances prevail, an aggrieved employee may appeal to the Liaison Committee.
 - (2) In evaluating for promotions, transfers and demotions, as well as lay-off, the required knowledge, ability, skills and efficiency of the employee concerned shall be the primary consideration, and where two or more applicants are equally capable of filling the position, seniority based on length of continuous service with the Board shall be the determining factor.
- 9.3 In the event of lay-off subject to Clause 9, Section 2(2) such lay-off shall be initiated within each department and the employee with the least seniority shall be the first laid off. In the case of lay-off there shall not be bumping between departments.
- 9.4 In the matter of re-hiring following a lay-off, employees shall be re-hired on the basis of the "last laid off, shall be the first re-hired" with that department.
- 9.5 Permanent employees who are laid off after less than one (1) year of service shall retain their seniority for a period of six (6) months unless there is reasonable justification for not re-hiring.
- 9.6 Permanent employees who are laid off after one (1) year of service shall retain their seniority for a period of one (1) year unless there is reasonable justification for not re-hiring.
- 9.7 A permanent employee may be dismissed only on authority of the Board. A supervisor may suspend an employee without pay for a maximum period of

five (5) working days but will immediately report such action to the Board. Such employee and the Association shall be advised immediately in writing of the reason for the suspension. Notification of dismissal shall be given to the employee by the Board.

- 9.8 The Board shall always have the right to hire, assign, discipline, demote, suspend and discharge employees for proper cause, subject to the provisions of this Agreement and the Association's right to institute grievance procedure.
- 9.9 The Association shall be notified in writing of all vacancies, appointments, hiring, re-hiring, lay-offs and terminations that affect all employees.
- (1) When a vacancy occurs which is in excess of forty-five (45) calendar days, or when a new job is created within the bargaining unit, such vacancy or new job must be posted on each worksite location's bulletin board, advertised on the District's website and may be concurrently advertised outside. No consideration shall be given to outside applications until the applications received within the five (5) working days posting period of present permanent employees have been fully considered unless mutually agreed to by the employer and the CCNSTA.
- (2) i. Temporary assignments shall be offered firstly to permanent employees in each worksite location who apply under (1) above, if the permanent employee is qualified. At the end of the temporary assignment the employee shall return to their regular position. It is understood that employees must be qualified for the work offered. If the change does not prove to be satisfactory during a 30 day probationary period, he/she will return to his/her original and the different position will be posted according to post and fill clauses.
- ii. If there are no Permanent Employees who accept a temporary assignment then Temporary Employees within each Department who apply under one (1) above shall be offered such assignments based on their secondary seniority. It is understood that employees must be qualified for the work offered.
- (3) Closing dates will not be extended or other specifics of each posting changed unless mutually agreed to by the employer and CCNTSA.
- 9.10 When an employee is requested to fill a different position, the employee does so for a probationary period of up to thirty (30) days, during which time his/her original position will not be filled. At the end of the probationary period, subject to evaluation, the employee will be appointed to that position. If the change does not prove to be satisfactory during the probationary period, he/she will return to his/her original and the different position will be posted according to post and fill clauses.
- 9.11 In the event of dissatisfaction with the Board's promotion or transfer of a junior employee, such dissatisfaction would be referred to the Grievance Committee.

10. PROFESSIONAL DEVELOPMENT AND TRAINING

- 10.1 The CCNTSA shall appoint a professional development committee, which will identify non-teaching professional development needs and programs that may be available to address them. It shall also review planned school and District professional development activities and may recommend alternative activities for non-teaching staff where attendance is not mandated.
- 10.2 The Board shall continue to fund training for staff in areas considered necessary to meet student needs or deal with technological change.
- 10.3 The Board shall endeavor to provide funding each year for discretionary professional development activities recommended by the CCNTSA professional development committee. The amount so provided shall be identified each year and amounts unused may be carried over for up to three years.
- 10.4 The Board will cost-share on a fifty percent (50%) basis with the Association any apprenticeship-training program exclusive of any other government or agency funding. Also, the Board agrees to contribute at least fifty percent (50%) towards cost of courses of instruction approved by the Board for any employee which may improve his/her qualification for his/her position, the amount of the contribution to be at the Board's discretion, and payment to be made upon successful completion of the course.
- 10.5 Effective September 1, 2020, the Board shall contribute \$15,000 annually during the term of this agreement to the association Professional Development Fund for the purpose of job related training and skill upgrade.

11. WORKING CONDITIONS

11.1 Freedom from Harassment

The Board and CCNTSA recognize the right of all persons to work, learn, conduct business and otherwise associate in an environment free of discrimination.

1) Harassment and Bullying Definition

In respect to this regulation Bullying and Harassment is defined as the following:

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

2) Procedures for CCNTSA Employees:

- a. Step 1
 - i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
 - ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff representative or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Informal Resolution Outcomes.
- b. Step 2
 - i. If a complainant chooses not to meet with the alleged bully/harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been

breached by the alleged bully/harasser, a complaint may be filed with the superintendent or designate.

- ii. The complaint should include specific behaviors which form the basis of the complaint and the definitions of bullying and harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged bully/harasser of the complaint and provide notice of investigation.
- iv. In an event where the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of bullying and harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

4. Remedies

- a. Where the investigation determines bullying or harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilized or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that bullying or harassment has occurred, and the bully/harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3. In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

- a. When a complainant approaches an administrative officer and alleges bullying or harassment by another employee, the following shall apply:
 - i. All discussions shall be solely an attempt to mediate the complaint;
 - ii. Any and all discussions shall be completely off the record and will not form part of any record;
 - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings;

- iv. No discipline of any kind would be imposed on the respondent; and
- b. Should a resolution be reached between the complainant and the respondent at Step One, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility, the employer may advise a respondent of the expectations of in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

- a. The employer, in consultation with the employees, shall be responsible for developing and implementing an ongoing bullying, harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b. The awareness program shall include but not be limited to:
 - i. the definitions of bullying and harassment as outlined in this policy;
 - ii. understanding situations that are not bullying or harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
 - iii. developing an awareness of behavior that is illegal and/or inappropriate;
 - iv. outlining strategies to prevent bullying or harassment;
 - v. a review of the resolution of bullying and harassment as outlined in this Policy;
 - vi. understanding malicious complaints and the consequences of such;
 - vii. outlining any Board policy for dealing with bullying and harassment;
 - viii. outlining laws dealing with bullying and which apply to employees in B.C.

11.2 Personnel Files

- (1) Personnel files for all non-teaching staff will be kept at the Board office. A file may also be kept at the job site of the employee. Material from the job site file shall be forwarded for inclusion in the Board office file or shall be destroyed when the employee leaves the employ of the district.
- (2) Only material relevant to the employment of the individual shall be maintained in personnel files. An employee shall be informed when material is placed in his/her personnel file and will receive a copy of such material.
- (3) All employees shall have access to their personnel files on reasonable request and in the presence of Board office staff.
- (4) Material of a critical nature or a reprimand shall be removed from the file two (2) years after the filing, unless the documentation is related to performance evaluation, a criminal offense, or gross misconduct.

12. OTHER

- 12.1 Where employees are required to supply their own transportation they shall be reimbursed for expenses incurred at the rate established from time to time by the Board. Approved use of personal vehicles shall include travel between work locations, to home and return on split-shift assignments, and travel required to perform the duties of the position. Claims for reimbursement shall be made on forms provided for the purpose and shall be approved by the appropriate supervisor.
- 12.2 The Board shall maintain a reasonable number of suits of rubber clothing in the maintenance shops for the use of the transportation and maintenance employees engaged in abnormally wet working conditions.
- 12.3 The Board shall provide appropriate protective clothing for all transportation, maintenance and custodial employees, and shall contribute fifty percent (50%) of the cost of suitable protective footwear.
- 12.4 The Board shall pay the cost of medicals required by bus drivers to obtain and maintain their license.
- 12.5 The Board shall endeavor to develop and maintain a pool of trained individuals for employment as replacements for regular employees. Call-outs shall be made on a rotational basis from those qualified for the particular position and work location being filled.

13. LIAISON COMMITTEE

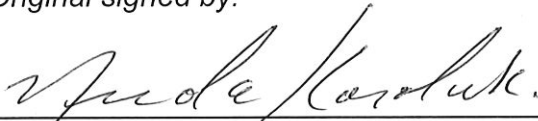
A Liaison Committee consisting of up to two (2) authorized representatives and one (1) secretary of the Association and up to three (3) authorized representatives of the Board, one of whom must be a Trustee, shall be formed to discuss all matters relating to interpretation of this Agreement.

14. DURATION OF AGREEMENT

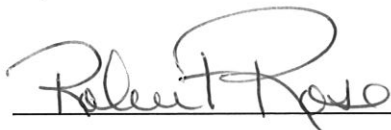
- 14.1 This Agreement shall remain in effect for thirty-six (36) months, commencing July 1, 2019, through the period ending June 30, 2022. Either party may, within a period of four (4) months immediately preceding date of expiry of this Agreement, require by notice the other party to the Agreement to commence collective bargaining.
- 14.2 If a new Agreement is not reached by June 30, 2022, this Agreement will continue in force and effect but the terms of the new Agreement will apply retroactively to July 1, 2022 unless otherwise stated.
- 14.3 At the commencement of this Agreement no permanent employee already serving with the Board shall receive a lower hourly rate of pay for the same job than that employee is already entitled to under the terms of the prior Agreement.

Original Signed at Hagensborg this 29th day of November, 2019.

Original signed by:



Nicola Koroluk
For the Board of Education
School District #49 (Central Coast)



Bob Rose
For the Central Coast Non-Teaching Staff Association

Level 1 is the rate payable during the period of first calendar year.
 Level 2 will be in effect after the employment of first calendar year.

SCHEDULE "A" CLERICAL DEPARTMENT

Category	hrs/day	hrs/mth	Effective		
			July 1, 2019	July 1, 2020	July 1, 2021
Education Assistant 1 - Level 1 (Certified)	7.0	143.50	\$3,389.06	\$3,456.85	\$3,525.98
Education Assistant 1 - Level 2 (Certified)	7.0	143.50	\$3,478.61	\$3,548.18	\$3,619.14
Education Assistant 2 - Level 1 (Uncertified)	7.0	143.50	\$3,101.30	\$3,163.33	\$3,226.60
Education Assistant 2 - Level 2 (Uncertified)	7.0	143.50	\$3,190.40	\$3,254.20	\$3,319.29
Secretary - Level 1	7.0	143.50	\$3,360.05	\$3,427.25	\$3,495.79
Secretary - Level 2	7.0	143.50	\$3,457.15	\$3,526.29	\$3,596.81
Library Assistant - Level 1	7.0	143.50	\$3,137.12	\$3,199.87	\$3,263.86
Library Assistant - Level 2	7.0	143.50	\$3,229.08	\$3,293.66	\$3,359.54
Child/Youth Care Worker - Level 1	7.0	143.50	\$3,444.62	\$3,513.52	\$3,583.79
Child/Youth Care Worker - Level 2	7.0	143.50	\$3,621.27	\$3,693.70	\$3,767.57
Speech & Language Assistant - Level 1	7.0	143.50	\$3,137.12	\$3,199.87	\$3,263.86
Speech & Language Assistant - Level 2	7.0	143.50	\$3,229.08	\$3,293.66	\$3,359.54

SCHEDULE "B" CUSTODIAL DEPARTMENT

Category	hrs/day	hrs/mth	Effective		
			July 1, 2019	July 1, 2020	July 1, 2021
Custodian - Level 1 - 7 hours	7.0	152.25	\$3,321.13	\$3,387.55	\$3,455.30
Custodian - Level 2 - 7 hours	7.0	152.25	\$3,423.85	\$3,492.33	\$3,562.18
Custodian - Level 1 - 7.5 hours	7.5	163.13	\$3,558.35	\$3,629.52	\$3,702.11
Custodian - Level 2 - 7.5 hours	7.5	163.13	\$3,668.41	\$3,741.78	\$3,816.62

SCHEDULE "C" TRANSPORTATION DEPARTMENT

Category	hrs/day	hrs/mth	Effective		
			July 1, 2019	July 1, 2020	July 1, 2021
Bus Driver - Level 1	8.0	174.00	\$4,369.33	\$4,456.72	\$4,545.86
Bus Driver - Level 2	8.0	174.00	\$4,504.46	\$4,594.55	\$4,686.44
Certified Mechanic/Bus Driver - Level 1	8.0	174.00	\$4,931.78	\$5,030.41	\$5,131.02
Certified Mechanic/Bus Driver - Level 2	8.0	174.00	\$5,084.32	\$5,186.01	\$5,289.73

SCHEDULE "D" MAINTENANCE DEPARTMENT

Category	hrs/day	hrs/mth	Effective		
			July 1, 2019	July 1, 2020	July 1, 2021
Maintenance - Level 1	8.0	174.00	\$4,427.32	\$4,515.87	\$4,606.18
Maintenance - Level 2	8.0	174.00	\$4,564.27	\$4,655.56	\$4,748.67

SCHEDULE "E" NATIVE HOME/SCHOOL COORDINATORS DEPARTMENT

Category	hrs/day	hrs/mth	July 1, 2019	Effective	
				July 1, 2020	July 1, 2021
Home/School Coordinator - Level 1	7.0	143.50	\$3,139.20	\$3,201.98	\$3,266.02
Home/School Coordinator - Level 2	7.0	143.50	\$3,236.32	\$3,301.05	\$3,367.07

SCHEDULE "F" EARLY CHILDHOOD EDUCATION DEPARTMENT

Category	hrs/day	hrs/mth	July 1, 2019	Effective	
				July 1, 2020	July 1, 2021
Strong Starts / Pre-School - Level 1	7.0	143.50	\$3,272.57	\$3,338.02	\$3,404.78
Strong Starts / Pre-School - Level 2	7.0	143.50	\$3,405.75	\$3,473.87	\$3,543.34
Early Childhood Ed Manager - Level 1	7.0	143.50	\$3,272.57	\$3,338.02	\$3,404.78
Early Childhood Ed Manager - Level 2	7.0	143.50	\$3,405.75	\$3,473.87	\$3,543.34
Early Childhood Ed Assistant - Level 1	7.0	143.50	\$3,101.30	\$3,163.33	\$3,226.60
Early Childhood Ed Assistant - Level 2	7.0	143.50	\$3,190.40	\$3,254.20	\$3,319.29

SCHEDULE "G" COMPUTER TECHNICIAN DEPARTMENT

Category	hrs/day	hrs/mth	July 1, 2019	Effective	
				July 1, 2020	July 1, 2021
Computer Tech 1 - 8 Hrs - Level 1	8.0	174.00	\$4,427.32	\$4,515.87	\$4,606.18
Computer Tech 1 - 8 Hrs - Level 2	8.0	174.00	\$4,564.27	\$4,655.56	\$4,748.67
Computer Tech 2 - 8 Hrs - Level 1	8.0	174.00	\$3,101.30	\$3,163.33	\$3,226.59
Computer Tech 2 - 8 Hrs - Level 2	8.0	174.00	\$3,190.40	\$3,254.20	\$3,319.29

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.

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. *RB*
W/W

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

[Handwritten signatures]

BC Public School Employers' Association & Boards of Education

Leanne Fowles

Ronnie del Rego

A. Chell

Jim Devivo

R. Lavello

Malle

Mason

Patti Price

S. Lindgren
Marcell Manlari

John White
G. Thomas

~~Jim Devivo~~

Kyle

Robert Welch

W. H. H. H.

John H. H.

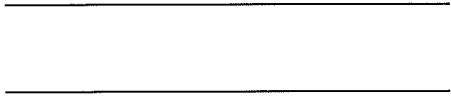
Marcey Campbell

R. R.

B. Boyd

~~Marcey Campbell~~

CUPE Wta



Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

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

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

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

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

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

Re: Public Sector General Wage Increases

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

This 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%26f%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>