

COLLECTIVE AGREEMENT

between

**THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2450**

July 1, 2019 - June 30, 2022

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PREAMBLE

Our mission is to provide all our students with an equal opportunity to achieve academic excellence to the utmost of their abilities, to learn to manage change, to learn to live and work in harmony with others and their environment and thus to grow into caring, intelligent and productive citizens. We believe our mission can only be achieved by a highly professional staff and with the active co-operation of family and community members.

The intent of this Agreement is to

- (1) Provide the basis for a harmonious working relationship between the Arrow Lakes Board Of Education and its support staff.
- (2) Provide settled and just conditions of employment.
- (3) Recognize the mutual value of joint discussion and negotiations in all matters pertaining to support staff.
- (4) Encourage opportunities for efficiency in operations.
- (5) To promote the morale, well being and security of all employees in the bargaining unit of the union

ARTICLE 1 – UNION RECOGNITION

1.01 Definition of Employees

1. **Regular Employees:** are employees either full-time or part-time who hold a regular posted position and who have successfully passed probation in accordance with Article 12.01.
2. **Temporary Employees:** are employees who replace regular employees on leave or who are hired for specific projects or temporary workload relief.

1.02 The Board recognizes the Union as the exclusive representative for the purposes of conducting collective bargaining regarding rates of pay, hours of work, and all other working conditions of the employees of the Board, as long as the Union retains its right to conduct collective bargaining on behalf of such employees, under provisions of the British Columbia Labour Relations Code as certified by the Labour Relations Board, and excepting those having authority to hire or discharge employees and those employed in a confidential capacity as defined by the British Columbia Labour Relations Code.

1.03 The Board agrees that there shall be no intimidation or discrimination against any employee by reason of their activities as a member of the Union, and the Union agrees that there shall be no intimidation on its part towards any employee of the Board.

1.04 During the term of the Agreement, the Union and its members shall not authorize or participate in a strike; neither shall the Board declare a lock-out of any employees. It shall not be a violation of the Agreement or cause for discharge or any employee for refusing to cross a legal picket line.

1.05 The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all schools, provided that the use of such shall be restricted to the postings of notices regarding the business affairs, meetings, social events and reports of the Union.

1.06 The Board agrees that any recommendation or matters considered by the Board relating to rates of pay, transfers, hiring or discharge of all employees covered by the terms of this Agreement shall be communicated in writing to the Union at the time of their consideration and decision by the Board.

1.07 Technological Change

Should any displacement of staff be indicated as the result of technological change, the Board and the Union shall meet and discuss the possibility of

employing displaced employees in some other capacity, sixty (60) shifts prior to the implementation of such change.

In the event that a regular employee is displaced, they shall have the right to bump any employee with less seniority providing the displaced employee possesses the qualifications required of the job held by the junior employee. Any employee placed in a lower-rated position as a result of technological change, shall not have their wages reduced; but shall continue to receive their old rate until such time as the agreement rate for their new position is equal to their actual rate of pay.

1.08 The administration of the terms of this Agreement shall fall within the jurisdiction of the Secretary-Treasurer of the Board.

1.09 The Board agrees that all correspondence between the Board and the Union related to matters covered in this Agreement shall be sent to the Executive of the Union. The Board agrees that a copy of any correspondence between the Board and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement shall be forwarded to the Executive of the Union.

1.10 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for work that members of the Canadian Union of Public Employees are unable to handle and except in cases mutually agreed upon by the parties.

Volunteers

No bargaining unit member shall be laid off, replaced or have their regular hours reduced or suffer loss of pay as a result of work performed by volunteers. Volunteers shall be supplementary to the employees in the bargaining unit.

1.11 Contracting Out

Work normally performed by the bargaining unit regular employees shall not be contracted out without mutual written agreement provided:

- i) there are sufficient qualified, employees available to do the work within the projected time limits
- ii) the employer has the equipment or facilities to do the work.

No regular employee of the Board shall lose their job or suffer reduction of hours as a result of the Board contracting out work.

ARTICLE 2 – THE BOARD’S RIGHTS RE EMPLOYEES

- 2.01 The Union recognizes the undisputed right of the Board to operate and manage the 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, which rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations or amendments shall be communicated in writing to the Union.
- 2.02 The Board shall always have the undisputed right to hire employees, and subject to this Agreement, the right to discipline, demote and discharge employees for just cause.

ARTICLE 3 – UNION SECURITY AND DEDUCTIONS

Union Dues

- 3.01 The Board agrees to deduct all Union dues and initiation fees or assessments levied by the union on its members.
- 3.02 The Board shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each pay period to each employee and remit the same to the Treasurer of the Union not later than the 10th day of the month following the pay period for which such deductions are made.

The Union shall give the Board thirty (30) calendar days notice of any adjustment to the Union's dues schedule.

3.03 Member Engagement

The employer will provide to the Union a contact list of all the employees in the bargaining unit. The list will include each employee's name, job classification(s), work site(s), mailing address, telephone number and work email.

The employee contact list will be provided electronically to the Union in September and January.

- 3.04 Notwithstanding any provisions contained in this section, there shall be no financial responsibility on the part of the Board for fees, dues, or assessments of any employee unless there are sufficient unpaid wages of the employee in the Board's hands.
- 3.05 The Board shall submit in writing to the Union a list of all temporary, part-time and regular employees including name, job class, and earnings together with dues paid per employee per period within ten (10) calendar days after the month end.

Union Security

- 3.06 It is the responsibility of the Union to ensure that all employees covered by this Agreement shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees covered by this Agreement shall become and remain members in good standing in the Union within thirty (30) days of employment.

3.07 No employee shall be required or permitted to make written or verbal agreement with the Board or its representative which conflicts with the terms of this Collective Agreement.

3.08 New Employees

- a) The Board agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment set out in Article 3 – Union Security and Deductions. The Union and appropriate Union steward shall be informed in writing of any new employee on commencement of employment.
- b) The employee's immediate supervisor or other representative of the Employer will introduce new employees to their Union Steward or representative, as designated by the Union.

Picket Line Protection

3.09 An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees. Failure to cross such a picket line or to perform the work of striking or locked out employees where a legal strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

ARTICLE 4 – LEAVE OF ABSENCES

4.01 Union Leave

- a) The Board agrees that the time spent in settling disputes by Union Stewards or representatives shall be considered as time worked provided that such time shall not exceed a total of twenty-four (24) working hours in any one (1) month. The Union agrees to forward to the Board a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards who are required to be absent to settle disputes. In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave their work without obtaining permission from their supervisor, such permission shall not unreasonably be denied.
- b) The Board agrees to grant time off, without pay, during any working day to officers of the Union in the employ of the Board for Union purposes, provided:
 - i. that such time off shall not exceed a total of sixty-four (64) working hours in any one (1) month.
 - ii. that a written list of names of such officers in the employ of the Board shall be forwarded to the Secretary-Treasurer for this purpose.
 - iii. that if the Board can find a suitable replacement.
 - iv. that the Board is advised by the Union at least twenty-four (24) hours in advance of any requests for a leave of absence.
- c) The Board agrees to grant leaves of absence up to a maximum of two (2) employees, without pay, for the business purposes of the Union, provided that two (2) weeks notice in writing is given to the Secretary-Treasurer. The seniority of such employees shall not be adversely affected, but shall be counted as being service with the Board.
- d) A maximum of two (2) representatives in the employ of the Board shall attend collective bargaining meetings without loss of remuneration. Such representatives shall be entitled to eight (8) hours pay per day of bargaining. The Board agrees to pay a mileage allowance for one (1) vehicle.
- e) Extended Union Leave

The Board shall allow a leave of absence, without pay, to one (1) employee for a maximum of two (2) years if a request is made in writing from the Union to have the employee participate in Union affairs. Such leave shall be extended at the end of its term upon written request.

- f) An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Board for all pay and benefits during the period of absence. Such reimbursement shall be made within thirty (30) days of receipt of billing.

4.02 Bereavement Leave

- a) Employees shall be granted up to three (3) working days, without loss of pay, benefits or seniority in the event of a death in the immediate family. If travel outside of four hundred (400) kilometre radius of the District is required, an additional two (2) days with pay will be granted. "Immediate family" shall be defined as: spouse, child, parent, brother, sister, parent-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, step child, step parent, foster child, foster parent.

Unused days may be used within a year of the death to attend a memorial or celebration of life ceremony.

Bereavement Leave requests in excess of three (3) working days shall be granted, however the leaves shall be without pay.

- b) Up to one (1) day shall be granted without loss of salary or wages to attend a funeral, provided such employee has the approval of their supervisor.
- c) Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

4.03 Maternity

Employees shall be granted maternity leave in accordance with the provisions of the *BC Employment Standards Act*.

4.04 Parental Leave

An employee shall be granted Parental leave in accordance with the *BC Employment Standards Act*.

4.05 Birth Leave

Upon birth of the employee's child, an employee's spouse or common law partner shall be granted one (1) day leave with pay. One (1) day with pay shall be granted to the parent (both if employed by the Board) for traveling to receive an adopted child.

4.06 Compassionate Care Leave

Employees shall be granted compassionate care leave in accordance with the provisions of the *BC Employment Standards Act*.

4.07 Family Responsibility Leave

Where no one at home other than the employee can provide for the needs during illness of an immediate family member or when the employee is the only one who can transport a family member for tests, treatment or other related medical matters an employee may use a maximum of three (3) accumulated sick leave days per year for these purposes. Employees may also choose to access vacation entitlement for this purpose. Additional unpaid leave requests for this purpose may be granted.

Employees shall be granted family responsibility leave in accordance with the provisions of the *BC Employment Standards Act*.

4.08 Court Leave

Employees required to serve as jurors or court witnesses shall be given time off with full pay while so serving, providing that the said employee turns over to the Board any wages they receive for serving as a witness or juror excluding payment for travel, meals or other expenses.

4.09 Emergency Response Personnel

An employee who is a volunteer emergency response person and cannot report to work at their normal time because of a fire or similar emergency or who is called away from work because of a fire or similar emergency shall not suffer a loss of pay or benefits resulting from their volunteer duties.

Absences of this nature are subject to operational requirements and are to be communicated to the District office by the employee at the time of the absence.

4.10 Political Leave

The Board shall allow a leave of absence, without pay, as required, to any employee who is elected to represent their riding as a Member of Legislative Assembly or Member of the House of Parliament. An employee prior to standing for election to Regional District or Municipal shall apply to the School Board to discuss the level of leave that would be available. Should the employee leave application exceed those discussed, the issue should be brought to a CUPE-Board Liaison Meeting for resolution.

4.11 Educational Leave

The Board may allow a leave of absence, without pay, to an employee who wishes to participate in educational upgrading. One of the criteria to be met for approval of the Board is that such education must be of benefit to the School District. The maximum leave to be granted under this clause would be for one (1) year. Such leave may be extended at the end of its term. Requests for such leave must be submitted in writing two (2) months in advance of the leave.

4.12 Reserve Service Leave

The Board shall allow a leave of absence without pay to any employee for Active Reserve Service in the Canadian Forces.

4.13 Canadian Citizenship

Employees shall be granted a leave of absence with pay on the day which the employee attends the official proceedings for their Canadian citizenship.

4.14 General Leave

The Board may grant leaves of absence, without pay, for good and sufficient reason. Requests for such leaves shall be made in writing. An employee granted leave under this article shall have the option of continuing benefit coverage by prepaying the entire cost of premiums on a monthly basis. Leaves shall not exceed one (1) year, and may be extended by mutual agreement between the Board and the Union.

4.15 Continuation of Benefits

Employees on a leave under Clauses 4.10, 4.11, 4.12, 4.14 of this section have the option of continuing with the benefit coverage by paying the entire cost of the premiums on a monthly basis to the Board. During such leaves, seniority shall accumulate and while no vacations are payable during the leave, upon their return, the employee's absence shall count as part of their qualifying entitlement.

4.16 Returning from Leave

Upon returning from leaves under Clauses 4.03, 4.04, 4.06, 4.07, 4.10, 4.11, 4.12, 4.14 the employee shall be returned to their former position or an equivalent position should the former position no longer exist. Should there be no position available to the employee, they shall be able to exercise bumping procedures in accordance with Article 13 – Layoffs, Bumping Procedures and Recall.

ARTICLE 5 – HOURS OF WORK

5.01 The regular work week for full-time employees shall consist of up to five (5) consecutive days with consecutive hours, Monday through Friday inclusive. For shifts of five (5) hours or more, a lunch break of up to one (1) hour may be provided which will be unpaid, unless otherwise specified. Lunch breaks are excluded from the consecutive hours.

1. Clerical/Library/Student Support Staff Seven (7) hours daily
2. Bus Drivers/Custodians/Grounds/Maintenance/Strong Start Coordinators Eight (8) hours daily

It is understood that employees may be scheduled for less than full-time will not be scheduled to work less than four (4) hours per day, notwithstanding those exceptions in Article 5.06.

5.02 The Board agrees, in consultation with the Union, to set forth the working schedule of each employee as may be required by conditions throughout the School District.

5.03 The Board and the Union agree that the regular workweek, together with the hours of work, may be varied by mutual agreement between the Board and the Union as may be required by conditions throughout the School District.

Minimum Work Year

We will commit to maintaining CUPE positions after September 30th of each school year provided that there is an understanding that staff may be re-assigned to other assignments of equal or greater hours, remuneration and classification during the balance of the school year. This would be done in consultation with the Union and employee(s) involved.

In any event this re-assignment will not impose undue hardship on the employee(s) (not to preclude current Board Policy).

5.04 Normal Shifts for all classifications shall be up to five (5) consecutive days with consecutive hours, Monday to Friday as listed below:

a) The regular workweek for bus drivers shall consist of Monday to Friday with hours of work arranged in accordance to the requirements of the scheduled runs and other duties (cleaning and minor general maintenance) as required.

b) The regular workweek for Education Assistants, School Secretaries, Library

Clerks and Program Assistants shall consist of Monday to Friday with hours of work consisting of a maximum of seven (7) consecutive hours to be arranged by mutual agreement between the immediate supervisor and employee.

- c) The regular workweek for custodians shall consist of Monday to Friday with hours of work consisting of a maximum of eight (8) consecutive hours including a half hour (1/2) paid lunch break. During school holiday periods the hours of work shall consist of a maximum of nine (9) consecutive hours including a one (1) hour unpaid lunch break.
- d) The regular workweek for Groundskeeper and Maintenance shall consist of Monday to Friday with hours of work consisting of a maximum of nine (9) consecutive hours including a one (1) hour unpaid lunch break.

5.05 The hours worked for the Strong Start Coordinator will be up to a maximum of eight (8) hours per day. They will be exempt from the consecutive days. All other provisions are referred to in Letter of Understanding No. 1.

5.06 Four Hour Minimum Workday

- a) The Employer is committed to providing a minimum of four hours of work for a regular employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- b) Exemption from the four-hour minimum:
 - i. Strong Start Coordinators
 - ii. Positions in small schools with fewer than 75 students on September 30th in which case a two hour minimum will apply
 - iii. Other positions by mutual agreement
- c) The four hours shall be consecutive but may exclude a lunch period not to exceed one hour. Bus Drivers are exempt from the requirement for consecutive hours.
- d) Where posting of additional hours is required, additional hours of less than four hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.

5.07 Field Trips

In the event support staff are required by the employer to attend a field trip that takes place beyond normal working hours, the employer shall provide their normal rate of pay to a maximum of seven (7) hours per day at which time Article 7 shall apply. This is only applicable to single day field trips.

ARTICLE 6 – WAGES AND RELATED MATTERS

- 6.01 The setting out of a job classification and accompanying wage rate in the wage schedules attached to this Agreement shall not bind the employer to create or fill such position.
- 6.02 Employees shall be classified as per Schedule "C" – Job Classifications attached hereto and forming part of this Agreement. The Board shall pay wages bi-weekly to its employees in accordance with Schedule "A".
- 6.03 Employees will be paid by electronic fund transfer to their bank accounts and receive a pay statement through confidential email. Where not practicable, the employer shall provide an alternative.
- 6.04 When an employee is temporarily required to perform substantially the duties of a higher-rated position, they shall receive the rate of pay for the higher-rated position for all the time worked in that position.
- 6.05 When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.
- 6.06 Employees shall receive payment for professional learning days on the condition that the employee works their regular hours approved by the employee's immediate supervisor at a job assigned by the Board.
- 6.07 Where employees are required to participate in job-related educational workshops/courses all hours worked up to eight (8) hours per day shall be paid straight time.
- 6.08 Employees are not required to use their personal vehicles for School Board business, however, should they use their personal vehicle for School Board business they shall be covered under the School District liability insurance program for third party liability purposes only. Said insurance shall be provided by the Board and shall cover employees when using their vehicles while carrying out district business.
- 6.09 Pay in Lieu of Benefits
- A regular employee working less than seventeen and one-half (17.5) hours per week shall be entitled to three percent (3%) gross pay in lieu of being provided benefits.

6.10 Job Descriptions

The Union agrees that the Board will draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. The descriptions shall become the recognized job descriptions when signed by both the Union and Board.

6.11 Joint Job Evaluation Committee

There will be a Joint Job Evaluation Committee made up a maximum of two (2) representatives from the Employer and a maximum of two (2) representatives from the Union. Each party may have one (1) alternative.

6.12 Revised Jobs

Whenever the Employer substantially changes the duties and responsibilities of a job classification, or the employees/Union feel that the duties and responsibilities of a job classification have been substantially changed, or that the job description does not reflect the duties and responsibilities of the job classification, the Joint Job Evaluation Committee shall perform a review of the job classification description, provided that at least twelve (12) months have past since the position was last reviewed.

- a. If the job classification is rated at a higher pay rate than the existing pay rate, the employees' rate of pay shall be adjusted retroactive to the date the job classification was referred, in writing, to the Joint Job Evaluation Committee.
- b. If the job classification is rated at a lower pay rate than the existing pay rate, all employees of such job classification shall be identified as "red-circled".
- c. No employee shall have their wages reduced following the re-evaluation of their job classification and the establishment of a new wage rate.

6.13 New Jobs

Whenever the employer establishes a new job classification, the Joint Job Evaluation Committee shall review the job description and establish a pay rate for the job classification.

6.14 All job classification descriptions shall be reviewed at least once every five (5) years.

- 6.15 In the event the Joint Job Evaluation Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the committee shall advise the employer and the Union within ten (10) working days.
- 6.16 Either party may, within a further fifteen (15) working days, by written notice to the other party, refer the dispute to single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Labour Relations Board to appoint an arbitrator.
- 6.17 The arbitrator shall be bound by the Pay Equity Plan document and this agreement and shall not have the power to modify or amend any of the provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties. The decision of the arbitrator shall be final and binding on all parties.
- 6.18 The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement, and in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- 6.19 The fees and expenses of the arbitrator shall be borne equally between the employer and the Union.
- 6.20 This agreement is meant to ensure that identified inequities in pay between male and female dominated job classifications shall not be increased.
- 6.21 The employer and the Union agree to apply general wage increases in such a way that gender equity is maintained.

ARTICLE 7 – OVERTIME

- 7.01 a) All overtime must be approved by supervisor in advance except in unforeseen circumstances.
- b) Bus drivers on non-regular bus trips shall be paid overtime as set out in Appendix "A" – Non-Regular Bus Trips.
- c) Employees called-in from the call-out list shall be paid overtime in accordance with Appendix "B" –Call-out Procedures for Unposted Work.
- 7.02 As compensation for overtime worked, as hereinafter defined, employees covered by this Agreement shall be paid at the rate of time and one-half (1 ½) for the first two (2) hours of overtime worked on a normal working day and double time (2x) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 ½) for the first four (4) hours and double time (2x) thereafter.
- 7.03 Wheresoever in this Article, and elsewhere in this Agreement that the phrase "overtime worked" shall appear, it shall refer to and include all work performed before or after and as an extension of the regular hours of work comprising a shift as set out in this Agreement, and shall be paid at the aforesaid overtime rates. When an employee is called out to work at a time other than their regular shift or extension thereof, they shall be paid a minimum of four (4) hours work at the base rate, or for the number of hours actually worked at the appropriate overtime rate, whichever is greater. The parties agree that an employee is entitled to be paid only one call out per four (4) hour period.
- 7.04 As compensation for all work performed outside the recognized hours or work as set forth in this Agreement, whether by way of overtime worked or work performed commencing at a time other than the beginning of a regular shift as defined in Article 7, Clause 7.03, for outside rentals, employees shall be paid at the overtime rate and receive such payment on their regular pay cheque, which is received after such overtime has been reported. Payment for overtime shall be accompanied by an itemized statement.
- 7.05 Employees required to work more than one and one-half (1 ½) consecutive hours beyond regular shift hours in any day shall be provided with a meal by the Board, or when meal facilities are not available, a payment for breakfast, lunch or supper as established by Board Policy.

- 7.06 A part-time employee working less than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the regular work week as per Article 5. This does not preclude the Board from offering an employee holding a regular posted position of less than full time the opportunity to work more hours than their posting on an occasional basis up to full time at straight time rate of pay.
- 7.07 An employee shall be given the choice of remuneration or time off for any accrued overtime.

Banked Overtime

- a) The Board and the Union agree that notwithstanding the provision of Article 7, employees shall be permitted annually to accumulate overtime to a maximum of fourteen (14) regular shifts in lieu of payment, such leave to be equal to the appropriate overtime payment.
 - b) At the beginning of each calendar year or upon commencement of employment or transfer of position, the employee shall advise the Board whether they wish to bank overtime in accordance with this clause, otherwise overtime shall automatically be paid. Such notice in writing shall accompany the time card covering the first pay period in that year.
 - c) Such leave shall be taken at a mutually agreeable time. Days not taken by June 20th shall at the discretion of the employee be paid out. All payments shall be at the appropriate overtime rate.
 - d) Accumulation of overtime shall be in hours for that employee's regular assigned shift.
- 7.08 An employee has the right to refuse overtime except in emergencies as determined by the Board, and the Board agrees that there shall be no intimidation or discrimination against any employee by reason of their refusal to work overtime.
- 7.09 If an employee is not given twenty-four (24) hours' notice of change of shift they must be paid at overtime rates for all hours worked. This clause does not apply to shift changes made during a shift when it results in an increase in hours for the employee. Where extra hours are required, the employee will be paid overtime rates for all hours worked over the originally scheduled shift. Where a change of shift results in a decrease in hours for the employee, the employee will be paid for the originally scheduled shift at their regular rate of pay. This clause does not apply to field trips that are booked contingent upon weather.

ARTICLE 8 – STATUTORY HOLIDAYS

8.01 Employees shall be entitled to a holiday with pay at their regular rate for each of the Statutory Holidays or the days proclaimed under the laws of British Columbia in their stead, or any other day proclaimed by the Federal or Provincial Governments or such days as the Board and the Union may mutually agree shall be taken in lieu of such Statutory Holiday.

8.02 Statutory Holidays for twelve (12) month employees shall be:

New Year's Day	B.C. Day
BC Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

8.03 Statutory Holidays for ten (10) month employees shall be:

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

8.04 Should schools be required to be in session on any Statutory Holiday, employees required to work on such a holiday shall be granted an alternate day off in lieu of the Statutory Holiday worked.

Such alternate day off shall be taken at a mutually acceptable time, but no later than the conclusion of the employee's next annual vacation.

8.05 Regular ten (10) month employees who work a few days during July and/or August shall be paid a premium of four (4) percent in addition to the regular hourly wage to compensate for Canada Day and B.C. Day.

8.06 In the event of a Statutory Holiday falling on an employee's regular day off, they shall be entitled to a day off with pay at their regular rate on a date determined by the Board and the Union and shall receive in addition to their regular pay for that holiday double their regular rate of pay for the time worked.

ARTICLE 9 – VACATIONS

- 9.01 Vacation time shall be earned on a pro-rata basis per pay period and the amount accrued shall be shown on each regular employee's payslip.
- 9.02 A regular twelve (12) month employee shall receive 12/12 of vacation entitlement days, and a ten (10) month regular employee shall receive 10/12 of a twelve (12) month employee's vacation entitlement days.

9.03 Vacation Entitlement

Subject to Article 22.05, a regular employee's vacation entitlement is as follows:

Vacation Entitlement	12 Month Maximum Days	10 Month Maximum Days
Less than seven (7) years	15	12.69
Seven (7) years to less than fifteen (15) years	20	16.92
Fifteen (15) years to less than twenty- three (23) years	25	21.15
Twenty- three (23) or more years	30	25.38

- a) A regular employee whose vacation entitlement date is less than seven (7) years shall have their vacation calculated on the basis of an annual vacation entitlement of fifteen (15) working days.
- b) A regular employee whose vacation entitlement date is seven (7) or more years but less than fifteen (15) years shall have their vacation calculated on the basis of an annual vacation entitlement of twenty (20) working days.
- c) A regular employee whose vacation entitlement date is fifteen (15) or more years but less than twenty-three (23) years shall have their vacation calculated on the basis of an annual vacation entitlement of twenty-five (25) working days.
- d) A regular employee whose vacation entitlement date is twenty-three (23) or more years shall have their vacation calculated on the basis of an annual vacation entitlement of thirty (30) working days.
- 9.04 If a Statutory or declared holiday is observed during an employee's vacation period, they shall be granted an additional day's vacation for such holiday

period, they shall be granted an additional day's vacation for such holiday in addition to their regular vacation time.

9.05 An employee's vacation shall, where the District's operational needs are met, be granted at the time requested. Vacation requests will be made in writing, one (1) month prior to the date requested (except in unforeseen circumstances) to the employees' immediate supervisor. Preference in choice of individual employee's vacation dates shall be determined by seniority of service.

9.06 Regular ten (10) month employees shall take their vacation during the regular school holiday periods of Winter Break and Spring Break and shall receive their accrued vacation pay entitlement during the Winter Break and Spring Break periods with any remaining holiday pay due paid out on the last pay period in June.

At the discretion of their Supervisor ten (10) month employees shall be eligible to take their vacation on non-instructional days.

9.07 For each period of thirty (30) consecutive days an employee is absent from work, except such absence being for vacation or sickness with pay or accident, there shall be deducted from the vacation entitlement to which they would otherwise be entitled under Clauses 9.03, 9.04, 9.05, and 9.06 of this Article, one-twelfth (1/12) of such vacation entitlement.

9.08 Where an employee qualifies for sick or bereavement leave with pay during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement. Employees shall provide proof of illness or bereavement during vacations.

ARTICLE 10 – SICK LEAVE

10.01 "Sick leave" means the period of time an employee is absent from work, with or without pay, by virtue of sickness, unavoidable quarantine, accident, medical, or dental appointments for which compensation is not payable under the Worksafe BC.

Where an employee is involved in an accident other than an accident covered by the Worksafe BC., as referred to above, and as a result is paid sick leave during absence from work, any designated sick leave or wage compensation recovered from an insurer or court award shall be disclosed and repaid by the employee to the Employer. The Employer shall thereupon reinstate the days of sick leave credit used, if any, as represented by the repayment. The employer has the right to seek compensation for a third party.

10.02 All regular employees and temporary employees with seniority shall be granted sick leave credit in the amount of one and one-half (1 ½) working shifts accumulated in hours for each month worked from commencement of employment for regular employees and from the first day of qualification as a temporary employee. In any one (1) year where an employee has not received sick leave or only a portion of the accumulated credit, they shall accrue the unused portion, as a credit, to a maximum of one hundred eighty (180) working shifts. A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of holidays, absent for sick leave as defined in Section 10.01 of this Article. "Working shift" means any day on which an employee would normally work. Temporary employees with seniority shall accrue sick leave on a pro-rata basis.

Temporary employees with seniority will only be eligible to use sick leave when they are working either a posted position or have commenced work in a call-out assignment.

10.03 Notwithstanding Article 10.02, it is agreed that employees will have access to their sick leave bank up to the end of the one hundred and twenty (120) calendar day qualifying period for long term disability through the Public Education Benefits Trust. Upon qualifying for long-term disability, the employee will cease using sick leave. Any days remaining in their bank will be retained by the employee for future use should they return to work or should they not qualify for long-term disability. The employee, upon retirement or severance, will be paid out any remaining sick leave as per Article 10.06.

10.04 Sick leave credits shall be shown for each eligible employee on their pay slip per pay period.

- 10.05 Sick leave with pay shall not be granted nor shall payments continue until proof of such illness is filed with the Secretary-Treasurer if proof has been requested during the period of illness.
- 10.06 Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay would be granted under these regulations. The sick leave period shall be granted for one (1) year and subject to review if leave exceeds one (1) year.

10.07 Sick Leave Payout

An employee entitled to sick leave under this Article shall receive forty percent (40%) of their unused accumulated sick leave upon:

- a) Retirement on or after the attainment of the minimum retirement age in conformity with the Municipal Pension Plan of B.C., whichever shall last occur, or
- b) Retirement with a permanent disability entitling the employee to Municipal Pension Plan, or
- c) Death of an employee while in the service of the Board, payable to the employee's estate, or
- d) As part of a severance package for employees laid off who have five (5) or more years of seniority.

This clause does not apply to employees dismissed for just cause.

- 10.08 A record of all accumulated sick leave credits shall be maintained by the Board and communicated to the Union, on request, and to each employee on their bi-weekly pay slip.

10.09 WorkSafe BC Top Up

An employee prevented from performing their regular work with the Board on account of an occupational accident arising from their employment with the Board that is recognized by the Worksafe BC. as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the WorksafeBC and the employees' regular salary for up to ten (10) months. In no case shall the net income of the employee exceed that which would have been received had the employee been at work.

10.10 Reasonable time off with pay for medical and dental appointments for employees shall be approved. All hours of absence to be charged to sick leave credit; excluding annual bus driver medical, which shall be paid by the Board up to a maximum of two (2) hours per driver.

ARTICLE 11 – EMPLOYEE BENEFITS

- 11.01 All eligible employees shall participate in the Municipal Pension Plan of British Columbia. Regular part-time employees shall have the option of participating in the Municipal Pension Plan of British Columbia.
- 11.02 Regular employees who have completed three (3) calendar months' service shall participate in the mutually-approved Medical Plan whereby the Board shall pay one-hundred percent (100%) of the monthly premium.
- 11.03 Regular employees who have completed three (3) calendar months service within the previous twelve (12) months shall participate in the Group Life Insurance Policy Payroll Deduction Plan, whereby each employee shall pay twenty-five percent (25%) of the monthly premium per month for each \$1,000 of insurance coverage, and the Board shall pay the remainder of the premium due. This Group Life Insurance shall provide coverage calculated at 2.35 times annual basic earnings rounded to the next higher \$1,000 if not already a multiple of \$1,000. Maximum \$200,000.

11.04 Payment of Employee's Share While on Sick Leave

While an employee is on sick leave, without pay, the Board may agree to pay the employee's share of the premium payments for all benefits. The total premiums paid by the Board on behalf of the employee will be deducted from his wages after he returns to work. The said deductions shall be repaid to the Board over a period of time equal to the time lost.

- 11.05 The Board shall pay seventy-five percent (75%) and the regular employee twenty-five percent (25%) of the costs of a mutually acceptable Dental Plan.

The plan coverage shall include:

Plan A – one hundred percent (100%)

Plan B – sixty percent (60%)

Plan C – fifty percent (50%) and a \$3,000 lifetime limit per person

- 11.06 The Board shall pay seventy-five percent (75%) and the employees' twenty-five percent (25%) of the cost of the premiums for the Provincial Extended Health Benefits plan.

11.07 Long Term Disability

Long term disability benefits shall be provided to eligible employees by the government funded Public Education Benefits Trust (PEBT) plan. The PEBT shall be at no cost to the Employer, the Union or the employees and includes access to the Joint Early Intervention Service (JEIS).

11.08 Employee and Family Assistance Plan

The Board shall pay, on behalf of eligible employees, seventy-five percent (75%) of the cost of premiums for an Employee and Family Assistance Plan.

Employees share of the cost of the premiums shall be deducted as a lump sum deduction in January of each year.

11.09 Group Registered Retirement Savings Plan

The Board shall deduct contributions, through payroll deductions, for those employees who participate in a Group Registered Retirement Savings Plan.

11.10 Supplemental Employment Benefits (SUB) Plan

When an employee takes a maternity leave to which she is entitled pursuant to the Employment Standards Act and this Collective Agreement, the Board shall pay the employee:

1. Seventy-five (75%) percent of her normal weekly earnings for the first one (1) weeks of the leave and;
2. Where the employee is eligible to receive EI Maternity Benefits the difference between seventy-five (75%) percent of her normal weekly earnings and the amount of EI Maternity Benefit received by the employee for a further fifteen (16) weeks subject to:
 - i. the employee providing proof to the Board of receipt of Employment Insurance Maternity Benefits, and
 - ii. any payment of SUB benefits shall be restricted to the period of the regular work year of the employee.
3. Employees who take maternity leave must exhaust all Employment Insurance Maternity Benefits under this SUB plan before claiming any sick leave benefits.

11.11

<u>Benefit</u>	<u>Who Eligible</u>	<u>When</u>	<u>Cost Sharing</u>
Medical Services Plan of BC	Regular Employees who work more than 17.5 hours per week and temporary employees holding a one year posted position of 17.5 hours or more per week	1 st of month following date of appointment as a regular employee	100 – 0
E.H.B. includes Vision care, Hearing Aids	“	“	75 – 25
Life Insurance	“	“	75 – 25
Dental Plan	“	“	75 – 25
L.T.D.	15 hours	3 months after becoming a regular employee	PEBT or 0 - 100

Employees may waive any of the above coverage except life insurance. Employees who waive Dental or Extended Health Benefits are not eligible to later enroll unless they can show proof that they have had similar coverage under another plan. Such enrolment shall be made within 30 days of the termination of coverage under the other plan.

11.12 The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article with the PEBT, provided there is no additional cost or liability to the Board Of Education of School District No 10 (Arrow Lakes).

ARTICLE 12 – SENIORITY AND TRANSFERS

Section A – Seniority

12.01 Seniority Defined

Seniority shall be defined as the length of service that an employee has with the Board in the bargaining unit, and except as provided for in Article 12.01 (a) and (b) below with respect to temporary employment, shall date from the original date of commencing work.

Seniority accrued to temporary employees shall be recognized for the purposes of applying for regular positions and for the purpose of shift assignments on the call out list in Appendix B.

Seniority shall operate on a bargaining-unit-wide basis within the school district.

(a) Employee’s Attainment of Seniority and Regular Status

Employees appointed to their first regular position, will attain regular employee status upon successful completion of sixty-five (65) of the employee’s working shifts or, six (6) calendar months, whichever comes sooner, from the date of commencing work in the regular position.

On completion of the sixty-five (65) shifts or six (6) month period, regular employees shall have their seniority be effective from the date of commencing work in the regular position.

Prior to attaining regular status and seniority, the standard of discharge for newly hired employees, and temporary employees without seniority, shall be lack of general suitability for continued employment.

Temporary employees with seniority who prove unsuitable in the sixty-five (65) shifts or six (6) month period, shall be returned to their former position without loss of seniority or former hourly wage rate. Any other employee transferred because of the rearrangement of positions shall also be returned to their former position.

(b) Temporary Employees’ Attainment of Seniority

Temporary employees will attain seniority in one of the following two ways, whichever comes first:

- i) Temporary employees shall be placed on the seniority list when they have completed one hundred (100) working shifts. The date of

commencing work for seniority purposes shall be one hundred (100) working days prior to the day on which the employee became eligible for inclusion on the seniority list.

OR

- ii) On completion of the sixty-five (65) shifts or six (6) month period, in their first regular position, temporary employees without seniority shall have their seniority be effective from the date of commencing work in the regular position and any days actually worked as a temporary employee within the preceding twelve (12) months. The seniority date shall be determined by adding the number of days worked by the employee within the last twelve (12) months to the date of commencing work in the regular position.

12.02 Seniority List

The Board shall maintain a list showing the date upon which each employee's seniority, vacation, and appointment commenced. An up-to-date list shall be sent to the Union and posted on all bulletin boards in January and September of each year.

12.03 Maintenance of Seniority

An employee shall maintain seniority rights if they:

- (a) are absent from work because of sickness, accident, or leave of absence approved by the Board;
- (b) are not in a posted position and accept offered work for a minimum of seven (7) shifts per year;
- (c) are laid off and accept offered work for a minimum of six (6) shifts per year.

It shall be the responsibility of the employee to keep the Board informed of their current contact information.

12.04 Loss of Seniority:

An employee shall only lose their seniority in the event that they:

- (a) are discharged for just cause and not reinstated;
- (b) resign, or retire which is confirmed in writing;

- (c) are absent from work in excess of two (2) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible;
- (d) fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause.

An employee recalled for temporary work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work if the Board can find a suitable replacement;

- (e) accept severance in accordance with Article 13.16;

Following a twenty-four month lay-off period where the Board is unable to provide work for a displaced person with five (5) or more years of service, severance pay shall be paid on the basis on one (1) weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Board.

Section B - Transfers

12.05 Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. An employee transferred out of the unit shall retain their seniority for up to sixty (60) shifts.

If the employee returns to the bargaining unit within the sixty (60) shifts, they shall move back into the position they held prior to leaving the unit. Other employees affected shall also bump back into their original positions.

12.06 Successor Status

In the event that the Board shall merge, amalgamate, or combine any of its operations or functions with another School District, the Board agrees to the retention of seniority rights for all employees with the new District following consultations between the Union and the Board.

12.07 Temporary Transfers

Employees may be transferred from one school to another, if such a transfer is considered expedient by the Board in order to expedite the over-all cleaning, maintenance or heating work in the School District for a period not in excess of

sixty (60) days, and after consultation with the Union, and, if the transfer is to be of a permanent nature, subject to the provisions of Article 12 – Seniority and Transfers of this Agreement. If an employee transferred on a temporary basis, sixty (60) working days or less, is required to travel out of the zone in which they normally work to effect such temporary transfer, the Board agrees to provide transportation for the employee from one zone to the other for the duration of the temporary transfer, or in lieu of providing such transportation, the Board shall pay such employee required to use their own means of transportation on the mileage rate set out in Board Policy.

12.08 Transfers

By mutual agreement between the Employer and the Union, an employee may be transferred from one (1) position to another in the same classification within the school district:

- i) In extra-ordinary circumstances where the transfer will be mutually beneficial to the employee and the Employer, and where the transfer will not create a hardship to the Union or other members of the bargaining unit.
- ii) In cases where there is a duty to accommodate or findings of workplace harassment or bullying.
- iii) To avoid a layoff.

Such agreements shall be in writing and may include arrangements to minimize any hardship to the affected employee.

ARTICLE 13 – LAYOFFS, BUMPING PROCEDURES AND RECALL

Section 1 - Lay-off

13.01 Lay-off Procedures

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees, with the exception of Education Assistants, shall be laid off in reverse order to the bargaining-classification-wide seniority provided they are qualified and certified to do the work as described in Board Policy prior to working in the new assignment.
- (b) In the event of a layoff of Education Assistant within a school, the reduction shall be of the least senior employee.
- (c) Temporary employees without seniority shall not be entitled to bumping and recall rights.

13.02 Union Seniority

In order that the operations of the Union shall not become disorganized when lay-offs are made, members of the Local Executive Board and up to three (3) Stewards shall be the last persons laid off during the term of office, subject to job requirements. This does not preclude a member of Local Executive Board from being bumped by a more senior employee.

- 13.03 The Board shall discuss with the Union any proposed lay-off prior to notifying the affected employee or employees.
- 13.04 Should the Board require forced layoff of employees, the Board agrees to discuss with the Union when these layoffs should occur.
- 13.05 The parties agree that temporary employees shall be laid off before regular employees.
- 13.06 The Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of the lay-off. If the employee has not had the opportunity to work the days as provided in the Article, they shall be paid for the days for which work was not made available.
- 13.07 Should the Board require a reduction of hours in a specific job that would result in a twelve percent (12%) or more reduction in hours from within the term of the current Collective Agreement, the incumbent employee has the following options:

- a) accept the reduction and remain in the position.
- b) have the right to exercise their seniority to bump as per Clauses 13.12 and 13.13.

13.08 An employee accepting layoff rather than exercising any bumping rights shall be placed, at their request, at the top of the call-out list before temporary employees and in order of seniority.

13.09 Benefits Continuation

The Board agrees to pay its portion of premiums for all employee benefit plans for employees laid off for a period of less than four (4) calendar months. In the event of a longer layoff, employees so affected shall have the right to continue receiving coverage through direct payments where allowable.

13.10 Annual Seasonal Layoff

Except as described in 13.09 above, this Article shall not apply to the annual seasonal layoff of ten (10) month employees. This Clause does not apply if the position in question is reduced in regular hours in accordance with Article 13.07. Employees who are on the annual seasonal layoffs shall be placed, at their request, at the top of the call-out list before temporary employees and in order of seniority.

The Groundsperson position has an annual seasonal layoff that takes place in the winter months.

13.11 Grievances

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

Section 2 - Bumping Procedures

13.12 Subject to Clause 1.07, regular employees, when layoff occurs, shall have the right to bump, bargaining-unit-wide, any one (1) employee with less seniority, providing they can meet the qualifications. Temporary employees with seniority, when layoff occurs, shall have the right to bump, bargaining-unit-wide, only temporary employees with less seniority, provided they can meet the qualifications.

13.13 Any bumping rights must be exercised within five (5) working days of receiving notice of lay-off.

Section 3 – Recall Procedures

- 13.14 Employees shall be recalled in order of seniority provided they can adequately perform the work and are eligible in accordance with the provisions contained in Article 14 - Job Postings.
- 13.15 New employees shall not be hired until those employee(s) who have been laid off have been given an opportunity of recall.

Section 4 – Severance Provisions

13.16 Severance Pay

Following a twelve (12) month lay-off period where the Board is unable to provide work for a laid-off employee with five (5) or more years of service, severance pay shall be paid on the basis of one (1) weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Board. The laid off employee shall also receive forty percent (40%) of their unused accumulated sick leave as part of the severance package.

- 13.17 Laid off employees accepting the severance package shall lose all seniority.

ARTICLE 14 – JOB POSTINGS

Section 1 – Postings

- 14.01 When a vacancy occurs or a new position is created, the Board shall notify the Union and post notice of the position on all bulletin boards for a minimum of seven (7) working days so that all members shall know about a vacancy or new position.
- (a) No outside advertising for any vacancy shall take place until the applications of regular and temporary employees have been fully processed or by mutual agreement. Vacancies if they are to be filled, or new positions, shall be posted within ten (10) days of the vacancy or creation, copies of the posting shall be emailed to regular and temporary employees who are not at work and therefore unable to see the posting.
 - (b) Temporary vacancies of thirty (30) shifts or more shall be posted as temporary vacancies. If the temporary vacancy was created by a regular employee being absent due to illness, W.C.B. or leave of absence, the absent employee must give two (2) weeks' notice of their return to work. When postings indicate the end date of the temporary assignment, the two (2) weeks notice will not be required. Vacancies of less than thirty (30) shifts need not be posted and shall be filled in accordance with Appendix "B" Call-out Procedures for Unposted Work.
 - (c) In all cases of regular or temporary postings, regular employees who have the required skills shall be given preference over temporary employees.
 - (d) Employees in temporary positions will be required to complete their temporary position before being eligible for an appointment to a subsequent temporary position unless the subsequent position will be of a higher rate of pay, a longer duration or if the hours in the new position exceed one (1) hour per day of the hours presently being worked. The Employer may require that the temporary employee wait to start the new position until a logical break in the school year provided the employee does not lose pay or hours. It is understood that temporary postings will have a start and end date on the posting. All employees may apply for a regular position at any time.
 - (e) It is agreed that Education Assistants shall remain in the position they hold in September for the duration of the school year. Should an opening occur during the year, the vacancy shall be posted and, at the discretion of the Board, shall be filled on a temporary basis and the successful applicant placed into the position in the following school year or at a logical break time in the current school year. If the hours in the new

position exceed one (1) hour per day of the hours presently being worked the transfer shall only be delayed at the request of the employee otherwise the transfer shall be effective immediately.

14.02 Such notice of postings shall contain the following information:

Nature of position, required qualifications, knowledge, education and skills, shift, and wage rate.

Applications shall be made in writing. Such qualifications shall not be established in an arbitrary or discriminatory manner. Job postings shall include a closing date for the posting.

14.03 The Board agrees that seniority shall govern in all cases for promotion, layoff, permanent reduction in the workforce, and recall as set out in other provisions of this agreement but that seniority shall govern only when the employee(s) are qualified and certified, and/or licensed to perform the job. The Board shall determine qualifications in a fair and equitable manner. Job postings shall contain qualifications and experience as outlined in the position description.

14.04 Employees provided they are qualified, have the ability to perform the job and have bid on the position shall be given preference as follows:

- (a) regular employees with seniority (including employees on layoff)
- (b) temporary employees with seniority
- (c) temporary employees without seniority

14.05 Consideration for postings shall be given to the senior applicant who does not possess the required qualification or certification, but is preparing for qualification or certification prior to the filling of the vacancy. Such employee shall be given a trial period to qualify within four (4) months unless otherwise mutually agreed, and shall revert to their former position if the required qualifications or certifications are not met within such time. This clause shall not apply where certificates are mandatory for initial placement in the vacancy.

14.06 Board will work toward creating positions of not less than four (4) hours or that will enable employees to be eligible for benefits based on the following considerations as part time, regular positions become vacant or new positions created the Union and the Board will meet to determine if that position can be combined with another to provide additional hours.

Union and Board will meet to review the current positions that are less than four (4) hours to determine if any could be combined as they become vacant. Decisions to create positions must consider needs of students and the ability of

the District to operate in the most efficient manner.

Section 2 - Trial Period

14.07 Trial

A regular employee who posts into a position in excess of sixty-five (65) days which involves a change in classification shall be placed on trial for a period of sixty-five (65) shifts worked.

In the event the successful applicant proves unsatisfactory in the position, or is unable to perform the duties of the new job classification, the employee shall be returned to their former position with all rights and benefits.

Employees shall be informed in writing as to why they were unsuccessful in the trial period.

Any other employee transferred because of the rearrangement of positions shall also be returned to their former positions.

ARTICLE 15 – GENERAL PROVISIONS

15.01 Professional Learning Fund

The Employer and Union agree that professional learning is beneficial to both parties and should be encouraged. Professional learning supports the development of professional competence and enhances the ability of employees to provide high quality service in their position in the district.

The Employer and Union agree that, commencing July 1, 2020, the \$15,000 of funding provided for in the 2019-2022 Provincial Framework Agreement, will be used to establish a Professional Learning Fund for all CUPE employees in the District. The Fund will be used to provide access to professional learning opportunities on professional development days during the school year, or to provide access to specific training agreed upon by the parties.

The Joint Labour Management Committee will administer the Professional Learning Funds. Any remaining funds available at the conclusion of the year, will be rolled over to the following year. The district is under no obligation to expend more than the \$15,000 provided for the Provincial Framework Agreement.

15.02 Familiarization

Wherever possible, employees new to a position shall be given an adequate period of familiarization. Education Assistants working with Level 1 and Level 2 students shall be given a minimum of one (1) shift with a qualified individual.

Familiarization is defined as a short period of time for an employee to acquaint themselves with the particular details, safety plans and routine of a new position.

Professional Learning

15.03 In the event of an employee taking a course of instruction, as approved by the Board, in order that the employee shall be better qualified to perform their job, the Board shall, on the employee's successful completion of the course, reimburse the employee in full for all pre-approved costs incurred during the duration of the course. When an exam connected with the course requires the employee to be absent from work for the day then the employee shall be reimbursed for one (1) day.

15.04 It is the position of the Board and Union that it is beneficial to both parties that professional development shall be encouraged.

15.05 Indemnification

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

15.06 Copyright Infringement

In the performance of assigned duties, employees who are required or directed to copy and/or reproduce copyright material shall be indemnified by the Board for any copyright infringement. If an employee suspects a copyright will be infringed upon they shall advise the person directing them to do the work.

15.07 Cross training

This concept is something the Board and CUPE can work towards over the duration of the contract.

Clothing Allowance and Required Tools

15.08 All bus drivers and maintenance employees upon becoming regular employees shall be provided with coveralls.

Where required, clerical employees shall be provided with smocks or other protective clothing.

Coveralls, wherever needed, shall be made available in all areas.

By mutual agreement, the type of material may be varied to suit particular circumstances.

The Board shall pay for the cleaning of coveralls once a week.

15.09 All tools required by individuals shall be supplied by the employer for use on the job only.

15.10 Apprenticeship Programs

The Board agrees in accordance with the Regulations of the Industry Training Authority to implement, where possible, an apprenticeship program in the District.

ARTICLE 16 – DISCIPLINE, DISMISSAL AND RESIGNATIONS

16.01 Employees who are dismissed for just cause shall not be entitled to two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.

16.02 Except in the case of dismissal for just cause, employees who have completed their probationary period shall be given fourteen (14) calendar days notice of termination of employment or two (2) weeks pay in lieu thereof.

16.03 An employee voluntarily leaving the service of the Board shall be required to give the Secretary-Treasurer fourteen (14) calendar days notice in writing of termination of employment.

16.04 Right to Union Representation

If, prior to or during a discussion with a supervisor, an employee requests representation because of possible disciplinary consequences, a union representative shall be provided.

16.05 Notice of Investigation

Where the employer intends to interview an employee for disciplinary purposes, the employer shall notify the employee in writing and in advance, of the purpose and reasons for the interview. The employee has the right to have a union representative present at the interview.

16.06 Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Board shall forthwith give written particulars of such censure to the Secretary of the Union. The employee shall be accompanied by the Shop Steward.

ARTICLE 17 – SAFETY

- 17.01 The Board and Union shall cooperate in continuing and perfecting safety measures now in effect.
- 17.02 A District Occupational Health and Safety Committee shall be established and be comprised of two (2) representatives appointed by the Board and two (2) representatives of the Union.
- 17.03 The District Occupational Health and Safety Committee shall hold meetings as requested by the Union or by the Board and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- 17.04 Site-based District Occupational Health and Safety Committees shall be established as required by WorkSafe BC regulations.
- 17.05 Minutes of all safety committee meetings shall be kept and copies of such Minutes shall be sent to the Board and the Executive of the Union.
- 17.06 All employees working in any dangerous capacity shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.
- 17.07 Time spent by employees in performance of their duties as members of the district safety committee shall be considered as time worked, and payment shall be on the basis of straight time only.
- 17.08 Both the Union and the Board recognize Article 8.24 of the Workers' Compensation Regulations and endorse the intent of this Article.
- 17.09 Safety Training
- Time spent on Health and Safety courses approved by the Secretary-Treasurer shall be considered as time worked and payment shall be on the basis of straight time to a maximum of eight (8) hours per day.
- 17.10 The district safety committee is also charged with reviewing the impact of serious communicable diseases and what assistance the Board may provide to protect employees in their specific environment.
- 17.11 Any employee required by WorkSafe BC to wear CSA approved safety-toed boots shall be reimbursed by the Board to a maximum of two hundred (\$200.00) dollars every two (2) years upon receipt of proof of purchase.

ARTICLE 18 – CUPE-BOARD LIAISON COMMITTEE

- 18.01 A CUPE-Board Liaison Committee shall be established and comprised of representation of the Board and up to four (4) members of the Union.
- 18.02 The purpose of the CUPE Board Liaison Committee is to promote the cooperative resolution of workplace issues and positive morale.
- 18.03 The CUPE-Board Liaison Committee's objectives shall be to discuss and attempt to settle all disagreements that may arise out of this Agreement, excepting the cases where grievance procedures have been instituted and to settle any interpretation of differences that may arise. Any matter felt to be of mutual concern may be discussed with a view to attaining amicable settlement by both parties.
- 18.04 Meetings may be called by either party to be held at a time and place mutually agreed upon. Jointly approved minutes will be taken at the meetings, copies of which will be provided to the Board and the Union.

Employees shall not suffer a loss of pay for attendance at such meetings and a maximum of twelve (12) hours per year shall be available for allocation to employees who attend on their own time.

Mileage at the Board rate shall also apply.

ARTICLE 19 – GRIEVANCE PROCEDURE

19.01 Should a dispute arise between the Board and the Union and any employee or employees regarding the interpretation of or violation of the Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Stage 1

Within forty (40) calendar days after the occurrence of the act or decision giving rise to the dispute the employee or employees concerned, in person, with a Union representative, shall first seek to settle the dispute with the appropriate Supervisor.

Stage 2

Failing a satisfactory settlement within forty-eight (48) working hours after the dispute was submitted under Stage 1, the employee or employees concerned, with a Union representative, may submit the dispute, which shall be stated in writing, to a Director of the Board.

Stage 3

Failing a satisfactory settlement within seventy-two (72) hours after a grievance has been submitted under Stage 2, the dispute may be submitted to a Board Committee which shall include the Secretary-Treasurer which shall meet with the Union's representative within seven (7) days of being requested to so meet.

Stage 4

Failing a satisfactory settlement within five (5) working days after the dispute was submitted under Stage 3, the Union may, on giving five (5) days notice in writing to the Board of their intention, refer the dispute to Arbitration.

19.02 Saturdays, Sundays and Statutory Holidays shall not be counted in determining the time within which any action must be taken under Stage 1. It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error.

19.03 The Board shall have the right to submit in writing any dispute regarding the interpretation of or violation of this Agreement to the Executive of the Union. Failing a satisfactory settlement within eight (8) days of the submission, the Board may, upon giving five (5) days notice in writing to the Union of their intention, refer the dispute to Arbitration.

19.04 All grievances beyond Stage 1 shall be submitted and answered in writing.

19.05 Policy grievances shall be initiated at Stage 2 of this procedure.

ARTICLE 20 – ARBITRATION

- 20.01 The parties agree to apply the arbitration provisions of the Labour Relations Code of British Columbia.
- 20.02 Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator agreed to by the parties shall at the request of the parties:
- i) investigate the difference;
 - ii) define the issues in the differences,
 - iii) endeavor to assist the Parties in settling the differences, and if required,
 - iv) make written binding decision to resolve the difference.
- 20.03 An arbitrator named by mutual agreement in accordance with this clause shall be governed by the provisions of this Agreement and shall not have the right to add to, delete from, to change, or make any decision inconsistent with the provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties.
- 20.04 Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 18 – Grievance Procedure and Article 19 – Arbitration as the only means of resolving any differences which may arise during the term of this Agreement. All employees except those discharged or suspended shall continue to work as usual without curtailment or restriction of normal production, and the company shall not lock out the employees.
- 20.05 Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case. Arbitrators expenses shall be shared equally.
- 20.06 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangement shall be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Board’s premises to view any working conditions which may be relevant to the settlement of the grievance.

20.07 The procedure for settling disputes as set out in this Article shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to by-pass Stages 1 and 2 of Clause .01 of Article 18 – Grievance Procedure. The time limitations set out in this Article may be extended by mutual agreement of the parties.

ARTICLE 21 – HARASSMENT AND DISCRIMINATION

- 21.01 The Union and the Board recognize the right of employees to work in an environment free from all harassment. Therefore, the Union and the Board agree to co-operate in resolving any complaints of harassment which may arise in the work place.
- 21.02 The Board, Union and employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise by reason of grounds protected by the *BC Human Rights Code* nor by reason of their membership in a Labour Union, and the employees shall at all times, and in like manner, act in good faith toward the Board.
- 21.03 Complaints of harassment or discrimination shall be addressed in accordance with Board Policy and District Protocol.

Upon receipt of a complaint involving CUPE employees, the Employer will notify the Union President, or their designate, that a complaint has been filed and disclose a confidential copy of the complaint, in compliance with the *Freedom of Information and Protection of Privacy Act*.

Upon completion of the Employer's investigation, the Employer will provide the President, or their designate, a written summary of their findings.

- 21.04 An employee may initiate a grievance regarding the outcome of their complaint at step two (2) of the grievance procedure. Grievances under this clause shall be handed with all possible confidentiality and dispatch.

ARTICLE 22 – TEMPORARY EMPLOYEE EMPLOYMENT RIGHTS

- 22.01 Temporary employees shall not be employed on a continuous basis for more than six (6) months unless they are replacing an employee on a statutory leave or as mutually agreed between the Board and the Union.
- 22.02 Temporary employees shall receive thirteen point four percent (13.4%) of gross pay to compensate for statutory holidays, vacations, benefits, and paid leave of absences. Temporary employees holding a one (1) year temporary posted position shall at their discretion, receive regular holidays and benefits or thirteen point four percent (13.4%) of gross pay. For ten (10) month employees a one (1) year posted position is a position starting on or before September 30th.
- 22.03 Temporary employees who become regular employees without a break in their employment shall have their vacation entitlement begin on the first day of the uninterrupted portion of their employment. Vacation entitlement days shall begin to be calculated on their first day as a regular employee and shall be shown on the regular employee's payslip.
- 22.04 When a regular posted position of five (5) continuous hours or more, is not filled by a regular employee, then, the senior qualified temporary employee shall be offered the position. Rejection of a position that involves travel in excess of one hundred (100) km round trip shall be treated as good and sufficient cause by both parties, and shall not result in loss of seniority for the affected employee or employees.

ARTICLE 23 – PERSONNEL FILES

23.01 Records that have been listed for over an eighteen (18) month period shall be withdrawn providing there has not been a continuation of an offence. Only those records of more than eighteen (18) months shall be deleted.

ARTICLE 24 – DUAL ROLES / TWO POSTED POSITIONS

24.01 Dual Roles

A dual role position involves work from two (2) classifications being posted on one (1) job posting. In all dual role positions, the highest rate of pay shall prevail.

Where it has been deemed appropriate, the Union and the Board may, by written agreement, agree that the individual positions will be paid at separate rates of pay for the hours worked in a dual role position. Agreement will be renewed whenever the dual role position is vacated and re-posted as a regular posting.

Dual role positions shall not be spread over more than an eight (8) hours work in ten (10) hours.

24.02 Two Posted Positions

1. An employee holding two (2) part-time posted positions shall receive the separate rates of pay.
2. An employee holding two (2) posted positions shall not exceed eight (8) hours work within a twelve (12) hour period.
3. In the event of a reduction in hours of at least twelve percent (12%) or elimination of a position the employee shall be allowed to bump.

24.03 It is hereby agreed between the two parties that the regular work week for employees holding two (2) or more separate posted positions shall be up to forty (40) hours per week.


ARTICLE 25 – TERM OF AGREEMENT


- 25.01 This Agreement shall remain in effect commencing July 1, 2019 through the period ending June 30, 2022.
- 25.02 Either party, may within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to the Agreement to commence collective bargaining.
- 25.03 Where notice to amend the agreement is given, the provisions of this Agreement, shall continue in force until a new agreement is signed.
- 25.04 An employee who has severed their employment between the expiration of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages or other prerequisites.
- 25.05 Any changes deemed necessary to this Agreement shall be made by mutual agreement at any time during the existence of this Agreement.

IN WITNESS THEREOF the parties have executed this Agreement under Seal.


SIGNED ON BEHALF OF:


BOARD OF EDUCATION
SCHOOL DISTRICT NO. 10
(ARROW LAKES)





CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2450





Date: *December 3, 2019*

Dec. 3, 2019

SCHOOL DISTRICT NO. 10 (ARROW LAKES)

Effective July 1, 2019 to June 30, 2022

WAGE SCHEDULE "A"

Position Title		July 1, 2019	July 1, 2020	July 1, 2021
	<i>Rate Increase</i>	\$ 0.53	\$ 0.54	\$ 0.55
Custodian	\$	23.44	\$ 23.98	\$ 24.53
General Maintenance	\$	23.60	\$ 24.14	\$ 24.69
Library Clerk	\$	24.43	\$ 24.97	\$ 25.52
Groundsperson	\$	25.01	\$ 25.55	\$ 26.10
Repairperson 1st Class	\$	25.01	\$ 25.55	\$ 26.10
Education Assistant	\$	25.46	\$ 26.00	\$ 26.55
Strong Start Coordinator	\$	25.46	\$ 26.00	\$ 26.55
Tradesperson 1st Class	\$	26.17	\$ 26.71	\$ 27.26
Bus Driver	\$	26.51	\$ 27.05	\$ 27.60
School Secretary	\$	26.51	\$ 27.05	\$ 27.60
Program Assistant	\$	26.51	\$ 27.05	\$ 27.60
Maintenance	\$	26.51	\$ 27.05	\$ 27.60
Educational Interpreter	\$	28.96	\$ 29.50	\$ 30.05
Transportation Foreperson	\$	29.12	\$ 29.66	\$ 30.21
Journeyman Tradesperson	\$	33.85	\$ 34.39	\$ 34.94
Mechanic	\$	33.85	\$ 34.39	\$ 34.94
Maintenance Foreperson (Leadhand)	\$	37.24	\$ 37.83	\$ 38.43

Custodian in charge of a one-person school shall receive twenty-one cents (\$0.21) per hour in addition to their regular pay.

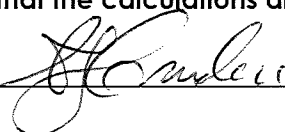
Chief Custodian in charge of one or more custodians in a school shall receive twenty-one cents (\$0.21) per hour and nine cents (\$0.09) per hour for each custodian under their charge in addition to their regular rate of pay. A Chief Custodian shall only be designated by the Secretary-Treasurer.

Rates for Leadhand

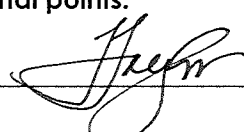
Leadhand shall receive a ten percent (10%) premium above the highest rated classification under his/her supervision. Leadhands must be designated by the Secretary-Treasurer. An employee shall not be considered as responsible for employees working with them unless designated as the Leadhand.

Note: It is agreed that the calculations are to be rounded to two (2) decimal points.

CUPE Local 2450:



SD10 (Arrow Lakes)



NOTES ON SCHEDULE A

- (1) Custodian in charge of a one-person school shall receive a twenty-one (\$0.21) per hour in addition to their regular rate of pay.
- (2) Head Custodian in charge of one or more custodians in a school shall receive twenty-one cents (\$0.21) per hour and nine cents (\$0.09) per hour for each custodian under their charge in addition to their regular rate of pay.
- (3) A Head Custodian shall only be designated by the Secretary-Treasurer.
- (4) Shift Premiums:

Afternoon Shift	\$0.35
Night Shift	\$0.50
- (5) There shall be a spray painting differential for all spray painting done of fifty (\$0.50) cents per hour.
- (6) Rates of Leadhand

A Leadhand shall receive not less than ten percent (10%) above the highest rated classification under their supervision. A Leadhand shall be designated by the Secretary-Treasurer. However, an employee shall not be considered as being responsible for employees working with them unless they are designated as the Leadhand.

- (7) The Memorandum of Agreement RE: Pay Equity signed April 23, 1999 is meant to ensure that identified inequities in pay between male and female dominated jobs will not be increased. Therefore, the Board and the Union agree to apply general wage increases in such a way that gender equity is maintained.

SCHEDULE B

Summary of Job Classifications:

School Secretary

An employee in this classification is responsible for ensuring the organization and responsibilities of operations within the school office and performing a variety of secretarial and bookkeeping tasks on a computerized system as well as other duties for the administration and teaching staff.

Bus Driver

An employee in this classification is responsible for operating a school bus ensuring that the vehicle is in safe condition and in accordance with all the requirements of the Motor Vehicle Act and with Board Policy.

Custodian

An employee in this classification is responsible for ensuring that the district facilities are maintained with regard to cleanliness, sanitation, safety and security by performing cleaning and minor tasks.

Education Assistant

An employee in this classification is responsible for providing a broad range of support services to students with special educational needs either in groups or individually.

Mechanic

An employee in this classification is responsible for the repair and maintenance of vehicles and equipment.

Groundskeeper

An employee in this classification is responsible for ensuring the District grounds and grounds equipment are maintained with regard to safety, serviceability, cleanliness and appearance by performing skilled grounds maintenance tasks.

Journeyperson Tradesperson

An employee in this classification is responsible for the construction, repairs and upgrade work in schools and school district buildings, and for the construction and repair of furniture and structural equipment.

Library Clerk

An employee in this classification is responsible for processing and circulating resources, maintaining inventory, performing clerical duties including using a manual or computerized system and monitoring students.

Strong Start Coordinator

The Strong Start Coordinator holds and ECE certification and is responsible for creating, planning, implementing and budgeting for family participation in early learning programs.

Program Assistant

An employee in this classification is responsible for assisting students enrolled in courses and/or education programs within the district and performing clerical duties related to the programs/courses.

Educational Interpreter

An employee in this classification supports Deaf and Hard of Hearing student(s) in accessing a variety of school learning environments, in participating in conversations and discussions, and in tutoring.

SCHOOL DISTRICT NO. 10 (ARROW LAKES)

APPENDIX "A"

NON-REGULAR BUS TRIPS

1. All trips beyond regular day-to-day bus runs shall fall under this Appendix.
2. Trips to be assigned within the area of origin (Southern Zone, Central Zone, or Eastern Zone) according to the following priority basis:
 - i) regular bus drivers according to seniority
 - ii) temporary bus drivers according to seniority
 - iii) temporary bus drivers without seniority as per the call-out procedures for unposted work.
3. For bus drivers on these trips, remuneration shall be calculated in the following manner:

A. Day Trips

- i) The first eight (8) hours of the trip shall be paid at straight time and thereafter at time and a half. Drivers shall be paid a minimum two (2) hours at straight time.

B. Extended Trips

- i) On the departure and return days of an extended trip the driver shall be paid at straight time for the first eight (8) hours of actual driving and/or waiting time and thereafter at time and a half.
- ii) On the remaining days of an extended trip the driver shall be paid the greater of

a minimum of four (4) hours per day at straight time if the driver is not required, or

the first eight (8) hours of actual driving and/or waiting time at straight time and time and a half thereafter.
- iii) Drivers shall make their own arrangements for accommodations which shall be paid by the Board when receipts are provided.

4. Time calculation for the purpose of calculating wages shall be from the point of departure of the bus to the point of return of the bus.
5. Drivers shall receive for trips either outside of regular school hours or outside of the school district, after the completion of every four (4) hour period a meal allowance as per Article 7.05.

Breakfast Allowance shall be paid from 24:00 to 12:00

Lunch Allowance shall be paid from 12:01 to 18:00

Supper Allowance shall be paid from 18:01 to 23:59

6. Only qualified bus drivers holding a Class II drivers' license complete with valid air ticket and are members of the Union shall operate the Mini-bus for school-based trips.

SCHOOL DISTRICT NO. 10 (ARROW LAKES)

APPENDIX "B"

CALL-OUT PROCEDURES FOR UNPOSTED WORK

It is hereby agreed between the two parties that this Appendix will be in effect on the signing of this Appendix and will carry on upon the signing of a new Collective Agreement. Both parties agreed to the call-out procedures for unposted work as follows:

1. Call-out list is established every September from the list in place; providing that employees have confirmed in writing their status by August 31st, upon submitting a Call-Out Registration form (www.sd10.bc.ca).
2. A Summer Call-out List is established every July from ten (10) month employees, providing that employees have confirmed in writing their status by June 15th upon submitting a Call-Out Registration form (www.sd10.bc.ca).
3. Employees that do not submit their call-out registration by the noted deadlines will be placed at the bottom of the call-out list.
4. Regular employees on layoff and/or working less than full-time hours shall at their written request be placed first on the call-out list, and then temporary employees with seniority, and then temporary employees without seniority.
5. After checking the availability on the common employee management system management shall call at the listed number or at the School District worksite employees placed on the call-out list in order of their seniority and qualifications.
6. Temporary employees without seniority will be placed on the call-out list and called in order of their hire date and qualifications.
7. It is understood that once a call is made to the employee and that employee does not answer the phone or is not willing to take the job assignment, management shall call the next employee. After the first cycle a message will be left and the assignment will be offered to the first returned call.
8. An employee refusing to take on a work assignment without good sufficient cause:
 - a) on three (3) consecutive occasions, or
 - b) five (5) calls within a school year,

will be removed from the list in that particular geographical zone. It is therefore in the best interest of the employee to make themselves available for work.

If an employee is not available for a period, they are required to inform the district to book out and remove themselves from the list for the timeframe they are not available. Employees shall still be contacted for periods they are available.

9. Management shall keep a record of the date and time of each call.
10. It is understood that based on availability a job assignment must be offered and accepted in its entirety (i.e. three (3) days, must be able to work all three (3) days). Leaves will be filled as they arrive and if two (2) or more positions are available at any time, the most senior employee on the list will be given the choice of positions.

If the leave request is less than five (5) days then it shall be filled the next day between the call out hours. If two (2) or more positions are available at any time, the most senior employee on the list will be given the choice of positions.

11. Positions that are known to be or anticipated to be thirty (30) shifts or more will be posted as required by the Collective Agreement.

If the vacancy is known to be beyond five (5) shifts or extends beyond five (5) shifts, a new call-out will be initiated and it will be filled in order of seniority from the call-out list. Once an employee starts a position they must remain in that position until the return of the incumbent or the position is posted.

12. Should there be an occasion where a regular employee has had a request for leave approved for a specific day or days; and prior to the leave (forty-eight (48) hours or more), the regular employee has cause to be away from work for all days proceeding the initial leave request for an unspecific period of time, due to illness or injury, then the initial leave request will be cancelled and a new call-out will be made for the entire period.
13. Employees are entitled to overtime at the rate of time and one-half upon completion of the called-out shift. This does not preclude the Board from offering the employee an extension of hours to the called-out shift up to full time at straight time rate of pay. Any time over eight (8) hours of work shall be considered overtime and paid at time and one half.
14. For most situations call-outs will occur from 7:30 am to 9:30 am except in urgent and emergent situations.
15. This procedure may only be amended through mutual agreement in writing and documented in a Letter of Understanding.

LETTER OF UNDERSTANDING NO. 1

BETWEEN

**THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 10 (ARROW LAKES)**

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2450

RE: Strong Start Coordinator

1. In recognition of the character of the Strong Start Coordinator Program, the Union and Employer have agreed to amend Article 13.11 by adding a third sentence to the existing wording to read as follows:

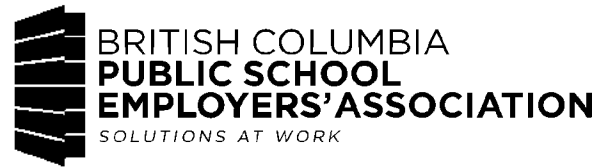
The Employer reserves the right to deny an employee to bump into a Strong Start Coordinator position if this would create a negative impact on the Strong Start Program.

2. In recognition of the character of the Strong Start Program, the Union and Employer have agreed to amend Article 13.13 by adding a second sentence to the existing wording to read as follows:

The Employer reserves the right to deny an employee to recall into a Strong Start Coordinator position if this would create a negative impact on the Strong Start Program.

3. The times of the year at which the Strong Start Program will be offered and whether it will always be tied to the school calendar are uncertain. It is agreed that as a ten-month program, the annual vacation for the Strong Start Coordinator will be scheduled so there is no interruption with the delivery of the program.

Attachment 1



Bill Pegler
K-12 Coordinator
Canadian Union of Public Employees (CUPE)

Letter of Commitment

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.

Original signed on December 14, 2011 by:

"Jacquie Griffiths"
Jacquie Griffiths

Associate Executive Director

BCPSEA

Attachment 2

Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K-12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at www.PEBT.ca). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.

Appendix "B" LOU

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS
REPRESENTED BY THE MINISTRY OF EDUCATION**

RE: CLASS ORGANIZATION FUND: Support Staff Priorities

WHEREAS:

The Ministry intends to establish and maintain additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

1. Funding will be allocated as follows:
 - \$7.5 million for year one, for the school year commencing September, 2012, and
 - \$7.5 million per year for each year thereafter.
2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing

agreement, the parties will submit the concern to a mutually agreed arbitrator.

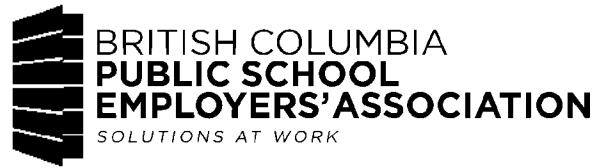
4. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14, 2011 by:

“Hugh Finlayson”
BCPSEA

“Terry Allen”
Support Staff Unions

“Rick Davis”
Ministry of Education



Bill Pegler
K-12 Coordinator
Canadian Union of Public Employees (CUPE)

Letter of Commitment

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.

Original signed on December 14, 2011 by:

[Original signed by Jacquie Griffiths]

Jacquie Griffiths

Associate Executive Director

BCPSEA

APPENDIX D LOU

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS
REPRESENTED BY THE MINISTRY OF EDUCATION**

RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities

WHEREAS:

The Ministry has established and maintains additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant (EA) work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.
2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.

4. This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

[Original signed by Marcel Marsolais]

BCPSEA

K-12 Presidents' Council

[Original signed by Paige MacFarlane]

Ministry of Education

SIGNED ON BEHALF OF:

BOARD OF EDUCATION
SCHOOL DISTRICT NO. 10
(ARROW LAKES)

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2450

Date:

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 PEBC.

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 no later than November 30, 2019.

18. Funding

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

19. Provincial Bargaining

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

Dated this __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

Warren Williams (Local 15 - Metro)
Tracey Mathieson
Rob Hewitt
Leslie Franklin (Local 703 - Fraser Valley)

BC Public School Employers' Association & Boards of Education

Leanne Bowes, BCPSEA
Renzo del Negro, BCPSEA
Tammy Sowinski, OLRC
Kyle Uno, SD36 Surrey

Nicole Edmondson (Local 3500 - Okanagan)	Robert Weston, SD40 New Westminster
Paul Simpson (Local 379 - Metro)	Jason Reid, SD63 Saanich
Marcey Campbell (Local 728 - Metro)	Marcy VanKoughnett, SD20 Kootenay-Columbia
Sylvia Lindgren (Local 523 - Okanagan)	Alan Chell, BCPSEA Board of Directors
Rolanda Lavallee (Local 2145 – North)	Ken Dawson, PSEC
Len Hanson. (Local 2298 – North)	Elisha Tran (Minute Taker)
Joanne (Jody) Welch. (Local 401- North Island)	
Fred Schmidt (Local 382 - South Island)	
Jane Massy (Local 947 - South Island)	
Michelle Bennett (Local 748 – Kootneys)	
Brent Boyd. (Local 407 - Metro)	
Patti Price (Local 1091 – Metro)	
Rod Isaac (Local 411 - Fraser Valley)	
Marcel Marsolais (Local 409 – Metro)	
Anne Purvis (Local 440 – Kootneys)	
Rob Zver (Local 606- North Island)	
Bruce Scott (WVMEA)	
Tim DeVivo. (IUOE Local 963)	
Corey Thomas	
Loree Wilcox	
Corinne Iwata (minute taker)	

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

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

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

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

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

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

Re: Public Sector General Wage Increases

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

This 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>